

TENDER ID - PREM/FIRE/CFO/2024-25/01

NOTICE OF INVITATION OF DESIGN COMPETITION PROPOSAL FOR APPOINTMENT OF FIRE CONSULTANT FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC) OF FIRE PREVENTION, PROTECTION AND BUILDING MANAGEMENT SYSTEM (BMS) AT STATE BANK BHAVAN, MUMBAI.

State Bank of India (SBI) invites Expression of Interest (EOI) from reputed and experienced fire consultants/consultancy firms for participating **in the Design Competition** for selection and engagement of fire consultants for rendering professional services for designing, planning and supervision of Supply, Installation, Testing and Commissioning **(SITC)** of Fire Prevention and Protection System and Building Management System (BMS) by upgrading the existing systems in a functioning office at its Corporate Centre, State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai – 400 021.

The prequalification/eligibility criteria, scope of the services to be rendered, terms & conditions of the appointment and prescribed formats for submission of application can be downloaded from the Banks website <a href="https://bank.sbi">https://bank.sbi</a> under procurement news from 21st October 2024 to 16th November 2024 up to 1500 Hrs.

Interested fire consultants/consultancy firms complying prescribed eligibility criteria should ensure submission of their applications in the prescribed format with supporting documents at this office latest by **1500 Hrs** on **16<sup>th</sup> November 2024**. Applications received after the due date and time will not be entertained. The SBI reserves their rights to accept any or to reject all the applications without assigning reasons thereof and no correspondence shall be entertained in this regard. Corrigendum/addendum, if any in the matter will be published only on the Bank's above website.

Dy. General Manager (Premises)

DATE: - 21.10.2024

Signed & Sealed pg. - 1 - of 42



DATE: 21.10.2024

#### TENDER ID - PREM/FIRE/CFO/ 2024-25/01

EXPRESSION OF INTEREST (EOI) FOR DESIGN COMPETITION FOR THE SELECTION AND APPOINTMENT OF FIRE CONSULTANT FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC) OF FIRE PREVENTION, PROTECTION AND BUILDING MANAGEMENT SYSTEM (BMS) AT STATE BANK BHAVAN, MUMBAI-400021.

(State Bank Bhavan is a 25 storied building)

TENDER SUBMITTED BY:		
NAME	:	
ADDRESS	:	
GSTIN NO.	:	
DATE	:	

Signed & Sealed pg. - 2 - of 42



#### **NOTICE INVITING (EOI)**

State Bank of India invites Expression of Interest (EOI) from reputed and experienced fire consultants /consultancy firms for participating **in Design Competition** for selection and engagement of fire consultants for rendering professional services for designing, planning and supervision of Supply, Installation, Testing and Commissioning **(SITC)** of Fire Prevention and Protection System and Building Management System (BMS) by upgrading the existing systems in a functioning office at its Corporate Centre, State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai – 400 021.

Sr. No.	Particulars	Details	
1.	Name of work.	Supply, Installation, Testing and Commissioning (SITC) of Fire Prevention and Protection System and Building Management System (BMS) at State Bank Bhavan Building, Nariman Point, Mumbai - 400021	
2.	Nature of Work.	Appointment of Fire Consultant Cum Project Management Consultancy Services.	
3.	Total Time allowed for completion of the Project.	12 months from date of issue of work order.	
4.	Estimated cost of the project.	Approximately Rs. 4.25 Crores.	
5.	Availability of EOI documents.	Available on Bank's website <a href="https://bank.sbi">https://bank.sbi</a> from 21.10.2024 to 16.11.2024	
6.	Address for submission of EOI Design Competition proposals.	<b>Dy. General Manager (Premises)</b> Premises department, 9th floor State Bank of India, Corporate Office, State Bank Bhavan, Nariman Point, Mumbai – 400 021.	
7.	Last date & time for submission of written queries for clarification.	05.11.2024 by 1700 Hrs	
8.	Query responses by e-mail.	11.11.2024 by 1700 Hrs	
9.	Last date & time for submission Technical Bid along with price bid (in sealed cover).	16.11.2024 by 1500 Hrs At address mentioned above through Speed post / drop to State Bank Bhavan, Corporate Centre.	
10.	Date and Time of opening of Technical Bid.	-	
11.	Opening of price bid	After completion of design competition from shortlisted fire consultant cum Project Management Consultancy Services.	

(Conditional proposals are liable for disqualification).

Signed & Sealed pg. - 3 - of 42



- 10. The SBI reserve their rights to accept or reject any or all the applications, either in whole or in part without assigning any reason(s) thereof and no correspondence shall be entertained in this regard.
- 11. In case, date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.
- 12. The shortlisted Fire Consultant/ consultancy firms shall be invited for Design Competition. The date shall be intimated by SBI after the scrutiny of Technical Bid.
- 13. For any clarifications, please contact AGM & Chief Fire Officer, Premises department, 9th floor State Bank of India, Corporate Office, Nariman Point, Mumbai 400 021. Phone No. 022-22740923, e-mail <a href="mailto:cfosafety@sbi.co.in">cfosafety@sbi.co.in</a>, <a href="mailto:dgmpremises@sbi.co.in">dgmpremises@sbi.co.in</a>

Interested Fire Consultant/ consultancy firms fulfilling prescribed eligibility criteria are hereby invited to visit the site for familiarization and requested to ensure submission of their Design Competition Proposals in the prescribed format with supporting documents to the **Dy. General Manager (Premises)** Premises department, 9th floor State Bank of India, Corporate Centre, State Bank Bhavan, Nariman Point, Mumbai – 400 021 on or before **16**<sup>th</sup> **November 2024 at 1500 Hrs.** 

The Fire Consultant/ consultancy firms are advised to submit complete set of documents in properly spiral bounded form. The applications received in loose sheets shall be summarily rejected/disqualified.

Dy. General Manager (Premises)

Signed & Sealed pg. - 4 - of 42



#### 1. Disclaimer

- 1.1. The information contained in this EOI document or information provided subsequently to the Fire Consultant/ consultancy firms 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 EOI document.
- 1.2. This EOI is not an offer by SBI, but an invitation to receive responses from the eligible Fire Consultant/ consultancy firms. No contractual obligation whatsoever shall arise from the EOI process unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with the selected fire Consultant/ consultancy firms.
- 1.3. The purpose of this EOI is to provide the Fire Consultant/consultancy Firms with information to assist preparation of their Bid proposals. This EOI does not claim to contain all the information each fire consultant/consultancy firm may require. Each Fire consultant/consultancy firm should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this EOI and where necessary obtain independent advice/clarifications. SBI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this EOI.
- 1.4. The SBI, its employees and advisors make no representation or warranty and shall have no liability to any person, including any fire Consultant/consultancy firms 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 EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI 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 fire Consultant/consultancy firms upon the statements contained in this EOI.
- 1.6. The issue of this EOI does not imply that the SBI is bound to select an fire consultant/consultancy firm for the Project and the SBI reserves the right to reject all or any of the fire Consultant /consultancy firms or Bids without assigning any reason whatsoever.
- 1.7. The fire Consultant/consultancy firms is 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 fire Consultant's/consultancy firm's risk and may result in rejection of the Bid

Signed & Sealed pg. - 5 - of 42



#### **INSTRUCTIONS TO PERSPECTIVE ARCHITECTS**

#### 1. Scope of work:

Fire Consultant/consultancy firms to render fire Consultancy Services for the Proposed Supply, Installation, Testing and Commissioning (SITC) of Fire Prevention and Protection System and Building Management System (BMS) by upgrading the existing systems in a functioning office at its Corporate Centre, State Bank Bhavan, Madame Cama Road, Nariman Point. Mumbai – 400 021.

#### 1.1. Site and its location

State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai – 400 021.

#### 2. EOI documents:

- 2.1. The work has to be carried out strictly according to the conditions stipulated in the EOI consisting of the following documents and the most 'workmanlike manner'.
  - Instructions to Perspective fire Consultant/consultancy firms
  - General conditions of Contract.
  - Price Bid.
- 2.2. 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. Price Bid.
  - b. Addendums (if any).
  - c. General conditions of contract.
  - d. Instructions to Perspective Architects.
- 2.3. The tender documents are not transferable.

#### 3. Site Visit:

The fire Consultant/consultancy firms are advised to visit the site for familiarization to obtain all necessary information to participate in this EOI at their own responsibility and cost before entering into a contract for the project. The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

#### 4. Signing of contract Documents:

The selected fire Consultant/consultancy firms shall be bound to enter into an agreement in the prescribed format, within 15 days from the date of receipt of intimation of acceptance of their proposal by the SBI. However, the written acceptance of the offer from the SBI will constitute a binding agreement between the Bank and successful the fire Consultant/consultancy firms whether such formal agreement is subsequently entered into or not.

Signed & Sealed pg. - 6 - of 42



#### 5. Completion Period:

Time is essence of the contract. The Project has to be completed in all respect accordance with the terms of contract within a period of **12 months** from the date of award of work order.

#### 6. Validity of Price Bid:

Design Proposals shall remain valid and open for acceptance for a period of **90 days** from the date of opening Price/Commercial bid. If the tenderer chooses to withdraw their offer during the validity period or makes modifications in their original offer, their Design Proposal shall be summarily rejected/disqualified without notice and no correspondence shall be entertained in this regard.

- 7. Price Bid shall be opened only of those shortlisted fire consultants/consultancy firms who will participate in the proposed Design presentation **proving their** technical competency and capability in handling similar projects for Central Govt. Dept./State Govt. Dept./ Semi Govt. Dept. /PSU/Public sector Banks/Public limited (Listed) Company.
- 8. Joint Venture / Consortium shall not be allowed, and Prospective fire consultants/consultancy firms should meet the mentioned Eligibility criteria themselves.

#### **GENERAL CONDITIONS OF CONTRACT**

#### 1. Definitions: -

- 1.1. "Contract" means the documents forming the tender and the acceptance thereof and the formal agreement executed between State Bank of India and fire consultants/consultancy firms, together with the documents referred there in including these conditions and instructions issued from time to time by the Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- 1.2. In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.
- 1.3. 'SBI' shall mean State Bank of India having its Corporate Office at State Bank Bhavan, Nariman Point, Mumbai –400021.
- 1.4. 'The fire consultants/consultancy firms' shall mean the individual or firm or company selected and engaged for undertaking the project as Fire consultant Cum Project Management Consultancy Services and shall include legal personal representative of individual or the composing the firm or company and the permitted assignees of individual or firms of company.

Signed & Sealed pg. - 7 - of 42



2. The fire Consultant/consultancy firms must be equipped with adequate expertise and experience in undertaking plans/ drawings/estimates / specifications, tender documents, draft notice inviting tenders, complete tendering process, empanelment of fire prevention and protection system vendors, submit recommendation to the Banks for selection of vendor, preparation of draft agreement, supervision of work to ensure quality, arranging for required NOC /certificates for installation and serviceability as per standards, norms and bye laws from concerned Civic/ regulatory authorities etc. in assistance with vendors implementing/execution of Supply, Installation, Testing and Commissioning (SITC) of Fire Prevention and Protection System and Building Management System (BMS).

#### 3. Eligibility criteria:

- i. Any person / group of persons with requisite professional qualification (Chartered Engineer / Fire consultant / Engineer) from recognized Institute or University having minimum **7 year**s experience as consultant for planning and execution of projects for Fire Prevention and Protection System and Building Management System (BMS).
- ii. Have completed consultancy services for planning and execution of projects for Fire Prevention and Protection System and Building Management System (BMS) for three high rise (above 15 mts height) and prestigious buildings (in last **7 years**). This should be supported by appointment letter / document/ certificate issued by the employer/ organization.
- iii. Have rendered professional consultancy services for planning and execution of projects for Fire Prevention and Protection System and Building Management System (BMS) work satisfactorily in the last **5 years for**:-
- a). One project costing more than Rs 3.40 Crores (80 %) or more
- b). **Two projects** costing more than Rs 2.12 Crores (50%) or more
- c). Three projects costing more than Rs. 1.70 Crore (40 %) or more
- iv. Having proven track record in the area of fire Consultancy services for planning and execution of projects for Fire Prevention and Protection System and Building Management System (BMS) and in collateral Civil / Electrical / Air Conditioning/ Lift/ Plumbing works.
- v. At least one of Proprietor / Partners / Directors of the firm should have a valid registration and license as a fire consultant.
- vi. The fire Consultant/Consultancy firm should have a full-fledged office or ready to establish an office in Mumbai and should have adequate number of qualified fire consultants, Engineers and other personnel on the payroll / establishment of the company and should also have tie up arrangements with reputed registered and licensed fire consultancy services, firms, electrical/ air-conditioning architects etc.

Signed & Sealed pg. - 8 - of 42



- vii. The average annual turnover of the Architect by way of professional fee in last three financial years ending on 31.03.2024 shall not be less **Rs. 2.55 Lakh**. Copies of the audited Annual Balance sheet for the last three financial years ending on 31.03.2024 shall be submitted in support of claims.
- viii. The firms/consultants satisfying the prescribed eligibility criteria shall only become eligible to bid the assignment. Clear supporting evidence like photographs, certificates, documents etc. should be submitted with the bid.
- ix. The firms/Architects should either have their local / Branch Office in Mumbai (documentary evidence to be submitted) or prepared to setup an adequate office setup with in-house capability and infrastructure / expertise to Manage such high magnitude specialized projects.
- x. The consultancy firms/fire consultants shall be responsible and prepared to engage expertise/Architects for all specialized services of the project for which inhouse expertise is not available with them within the professional fee agreed and payable to them.
- xi. The consultancy firms/fire consultants should have qualified & experienced technical team at its disposal for deployment at site for day-to-day supervision of the project during the execution of the project from date of commencement of work to handing over of the entire infrastructure to the SBI.
- xii. The consultancy firms/fire consultants should have all necessary licenses, permissions, consents, no objection certificates, approvals as required under the law for carrying out its/their business including those envisaged under the scope of this EOI.
- xiii. The consultancy firms/fire consultants should have valid GST Registration Certificate and PAN. Copies of supporting documents to be attached.
- xiv. The consultancy firms/fire consultants should **not have been blacklisted** by the Govt. of India Organizations / PSU / PSE / Govt. Depts./reputed Private Public Limited Companies etc. for breach of any applicable laws or violation of regulations or breach of contractual agreement or rendering unsatisfactory professional services during the last 7 (seven) years. (Self-declaration to be submitted by the consultancy firms/fire consultants along with their application).
- xv. The consultancy firms/fire consultants should be the sole Fire Consultant Cum Project Management Consultancy Services and not a consortium.
- xvi. However, merely fulfilling the prescribed eligibility criteria shall not entitle the consultancy firms/fire consultants for shortlisting and invitation for participation in the proposed Techno-commercial competition for the project. The shortlisting as well as final selection of consultancy firms/fire consultants for the project shall be subject to independent verification of credentials, inspection of project sites, calling confidential reports from the present/previous employers etc.

Signed & Sealed pg. - 9 - of 42



**4.** The objective of this EOI is to identify reputed fire consultant/consulting firms for Supply, Installation, Testing and Commissioning **(SITC)** of Fire Prevention and Protection System and Building Management System (BMS), as envisaged above by engaging a fire consultant/consulting firm etc.

#### 5. Submission of bids:

- i. The Proposal shall be submitted as under:
  - Technical Bid comprising of tender document with all annexures duly filled in along with copies of the authentic supporting documents super-scribing on top <u>"Design Competition Proposal for Supply, Installation, Testing and Commissioning (SITC)</u> of Fire Prevention and Protection System and Building Management System (BMS) at State Bank Bhavan Building, Nariman Point, Mumbai -21".
- ii. The sealed technical document along with the price bid (Technical bid document in envelope-1, Price bid in envelope-2 and both the envelope in envelope -3) sent by SPEED POST or dropped in the tender box available in the Premises department, 9th floor, State Bank of India, Corporate Centre, State Bank Bhavan, Nariman Point, Mumbai 21.
- iii. The certified/self-attested copies of the supporting documents mentioned in above mentioned formats shall be furnished along with the technical bid.
- iv. All Annexures shall be duly signed by the firm with stamp on each page.

#### 6. Evaluation of Proposals for Shortlisting:

- a) The Sealed Cover containing Technical Bid along of all the consultancy firms / Fire consultants will be first opened by the authorized committee and evaluated on the various eligibility criteria and other marking matrix parameters as per "ANNEXURE B".
- b) The Bids will be initially evaluated for the eligibility based on the documents submitted in support of eligibility criteria specified hereinbefore and accordingly consultancy firms / fire consultants fulfilling the various criteria shall be shortlisted.
- c) Maximum 5 to 6 consultancy firms /fire consultants scoring highest marks on the prescribed parameters and marking matrix shall be shortlisted by the Committee. Minimum qualifying marks shall be 50 % out of 70.
- d) The SBI may consider inspecting the projects and calling for confidential reports from their clients prior to shortlisting and inviting for Design competition for the project.
- e) The decision of SBI in shortlisting of fire consultants invited for Design competition shall be final and binding and no correspondence shall be entertained in this regard.

Signed & Sealed pg. - 10 - of 42



- f) All shortlisted fire consultants/firms shall be advised to submit their Techno Commercial offer (in the prescribed format to be made available by SBI at later date) comprising of:
  - a) Approach paper/conceptual drawings/Plans/Models etc. along with a rough estimate in soft as well as hard copy as per Bank's requirements and completely in compliance with local bye laws, rules and regulations applicable for the purpose at the centre within the specified timeline.
  - b) Commercial/Price bid in the prescribed format.
- g) The consultancy firms /fire consultants submitting the requisite papers/ documents /drawings/Models etc. shall be invited for making a presentation before competent Committee constituted by the SBI.
- h) A committee will evaluate the proposal and the presentation of the proposed approach, methodology and technical capabilities of the consultancy firms /Fire consultants and shortlist the consultancy firms /Fire consultants as per the laid down criteria. The decision of the Committee shall be final and binding on the consultancy firms /Fire consultants.
- i) The Price/Commercial Bid of only to those fire consultant/firms shall be opened who will participate in the Design Presentation.
- j) The Technical Bid and Commercial/Price Bid will have weightage of 70 % and 30 % marks respectively.

#### 7. Design Competition:

- a) Fire consultants/firms shortlisted for participating in Design competition will have to present their scheme of proposals/drawings/plans/visuals/3D Views etc. to the committee on the date to be advised by SBI separately.
- b) Each consultancy firms /fire consultants will be given about 20 to 30 minutes time for making presentation. After presentation the committee members will interact with the consultancy firms /fire consultants to understand presentation.
- c) To participate in design competition, the Fire consultants/firms will have to attend the event on their own expenses. However, the Bank will make payment of Rs. 20,000/-(Rupees Twenty thousand only) as token of appreciation to those consultancy firms /fire consultants who are invited and participating in the design competition except the selected consultancy firms /Fire consultants.
- d) The exact timing of start of time slot shall be intimated to Fire consultants/firms separately.

Signed & Sealed pg. - 11 - of 42



- e) The design brief can be seen in scope of work for the project.
- 8. Based on the Design presentation proposal and other features for the proposed project, their capability and capacity shall be judged and rated by the competent committee of SBI on various Parameters and marking matrix as per ANNEXURE B for the purpose.

#### 9. Financial bid

- a) The perspective consultancy firms /fire consultants are required to submit their price bid in the specified format as per **Annexure** 'H' in separate sealed Envelope.
- b) The Price/Commercial Bid of only those consultancy firms /fire consultants shall be opened/entertained who will participate in the Technical Design Presentation against Specific Invitation from SBI.
- The price Bid shall be opened only after successful completion of the Technical Design Presentation and its Evaluation by the Competent Committee.

#### 10. Professional Fee:

While quoting the professional fee for the project, the consultancy firms/fire consultants are as advised to consider the following:

- (i) The consultancy firms /fire consultants are required to quote professional fee (excluding GST) for the fire Consultancy Services including Project Management Consultancy Services in the Price Bid.
- (ii) The SBI shall be at liberty to entrust the job of Consultancy as well as PMC Services to two different agencies within its sole discretion.
- (iii) The total professional Fee (i.e. Fee towards Fire Consultancy Services) can be quoted by the perspective consultancy firms /fire consultants within following limits:

Upper cap (Maximum) @ 2.00 % of the actual project cost

- (a) No professional fee shall be payable to the perspective fire consultants for the bought-out items which are directly procured by the SBI.
- (b) The perspective consultancy firms /fire consultants shall support to L-1 Design architect or their consultant for obtaining all mandatory building permissions /approvals (Essential for commencement of SITC of fire prevention & protection system and Building Management systems at site) and its periodical renewal, seeking completion /occupancy certificates after completion of project etc. from the respective department/authorities including necessary liaison for procuring such permissions within the quoted professional fee only. However, any Govt. fee /charges payable to the respective Govt authorities against Govt's demand note

Signed & Sealed pg. - 12 - of 42



/challan/Map fee etc, shall be paid by the SBI against production of original copies of such demand note/challans.

- (c) The selected fire consultant shall undertake to permit SBI for deductions of the following sums from the total fee becomes payable to them for the project as per the Fee structure and rate approved and accepted by the Bank:-
  - (i) Deduction on account of TDS as per applicable rules of the Government.

#### 11. Award of Contract:

- a) The firm which gets highest marks (obtained in technical and commercial bid put together) will be decided as the prospective consultancy firms /Fire consultants for further decision on awarding of contract.
- b) SBI may reject any/all the bids received without assigning any reason whatsoever.
- c) Validity period of bid: 90 days shall be the validity period of bid from the date of opening of Price/Commercial Bid. On award of the contract, the Firm will be expected to take up/commence the assignment within 15 days of time
- 12. If the performance of the consultancy firms /fire consultants at any stage of the project is not found satisfactory or in the interest of the Bank, the SBI will have the right to terminate the agreement by giving one months' notice and in such an eventuality, no claim for any compensation/Fee for the balance work shall be considered. However, their dues shall be settled as per provisions contained in the standard agreement for the purpose, in proportion to the services actually rendered.
- **13.** SBI will have right to change scheduled date of any event. Revised date will be displayed on our website or communicated separately.
- **14.** Any corrigendum in this EOI shall be intimated through announcement at <u>Bank's website only</u>. The prospective consultancy firms /Fire consultants are requested to peruse Procurement News section of our Bank's website <a href="https://bank.sbi">https://bank.sbi</a> on time to time till the process of selection of consultancy firms /Fire consultants gets over.
- 15. Officials of SBI/ Bank may visit office of the consultancy firms /fire consultants, sites of project completed by consultancy firms /fire consultants and office of those clients to verify information submitted by consultancy firms /Fire consultants in technical bid. In case it is found that consultancy firms /fire consultants has submitted misleading information in technical bid, the candidature of such consultancy firms /Fire consultants will be dismissed. SBI will have discretion to seek confidential report from previous clients of the consultancy firms /fire consultants and in case of any negative report/feedback, the SBI may take action as deemed fit.

#### 16. Scope of services:

SBI proposes to engage services of consultancy firms /fire consultants for Proposed Supply, Installation, Testing and Commissioning (SITC) of Fire Prevention and Protection System and Building Management System (BMS) at State Bank Bhavan Building, Nariman Point, Mumbai -21. This will be a 'State of Art' design having all latest technological incorporation based on the fire norms.

Signed & Sealed pg. - 13 - of 42



- 16.1. The proposed Fire consultant/firm will take up all further necessary work on the project including support to the L-1 contractor for procuring/revalidation (as and when required) of existing Municipal and other mandatory permissions, NOCs, completion certificate required to be obtained from the local Authorities viz. MCGM, Municipal Corporations, Town & Country Planning Department and any other State / Central Government / Statutory authorities etc. as applicable within the specified time frame of 6 months as stated above.
- 16.2. The time is the essence of the contract and the duties of the fire consultant will be governed by the standard agreement (sample of proposed agreement can be inspected at this office during Office hours) to be executed with SBI by the successful fire consultant Cum Project Management Consultancy Services.

## 16.3. The role and responsibilities of the fire consultant Cum Project Management Consultancy Services will broadly include:

- a) Taking the employer's instructions, visiting the sites, preparing detailed designs which shall be in accordance with local governing codes/ standards, regulations, like Maharashtra Fire Prevention and Protection Law 2008/BMC/ Local Bye Laws / Mumbai Fire Brigade requirements etc. (including carrying out necessary revisions till the sketch designs are finally approved by the employer), making estimate of cost and preparing reports on the scheme so as to enable the employer to take a decision on the sketch designs.
- b) Submitting a proper PERT CHART /Bar Chart incorporating all the activities logistics required for the completion of the project well in time i.e. preparation of working drawings, detailed drawings, calling tenders, etc. The programme should also include various stages of services to be provided by the Consultants.
- c) Submitting required drawings to local authorities like BMC/Mumbai Fire Brigade and obtaining their approval, if and wherever required.
- d) Preparing detailed working drawings for Fire Prevention and Protection System and Building Management Services (BMS) (along with calculations as and wherever required), detailed estimates, specification along with Bill of Quantities (BOQ) and analysis of rates.
- e) Examining necessary structural stability test of soundness on the Ducting shaft well for Wet Riser /Sprinkler Riser and Fire Pump Room foundation and obtaining stability Report.

Signed & Sealed pg. - 14 - of 42



- f) Preparing prequalification documents of contractors Fire Prevention and Protection System and Building Management Services (BMS) and assisting the Employer in shortlisting/ pre-qualification of contractors.
- g) Preparing (i) detailed tender documents for including Supply, Installation, Testing & Commissioning (SITC) Of Fire Prevention And Protection System And Building Management System (BMS) articles of agreement, specifications, bill of quantities, (ii) analysis of rates based on market rates, (iii) time and progress charts etc.
- h) Preparing tender notices for issuance by Bank or inviting tenders from pre-qualified/ shortlisted parties on behalf of Bank, as the case may be. Becoming a member of Tender Opening Committee and submitting assessment reports on the tenders received together with recommendations. Preparing contract documents and getting them executed by the concerned contractors.
- i) Preparing for the use of the employer, the contractor and site staff, 4 copies of contract documents, drawings, specifications, and other particulars. Preparing such further details and drawings as are necessary for proper execution of the works.
- j) Assuming full responsibility for supervision and proper execution of project works by General and Specialist Contractors who are engaged from time to time, including control on execution & quality control.
- Working out theoretical requirement and actual consumption of any material, if and as specified in the tender, on a regular basis for each bill. Assisting the employer for day to day supervision and measurement of works if and wherever required, and render technical guidance.
- Checking measurement of works at site. Checking contractor's bills, issuing periodical certificates for payments, and passing and certifying accounts, so as to enable the employer to make payments to the contractors and adjustments of all accounts between the contractors and the employer. Consultants shall assume full responsibility for all measurements certified by them. It shall be mandatory on the part of the consultant to check the measurements of various items and certify as under:

Signed & Sealed pg. - 15 - of 42



Date:	(Signature of the Consultant)
claimed in this bill. Hence the bill is recommended	ed for payment of Rs
certify that we have checked the measurements of	•
conforming to the standard/ prescribed specification	ns and drawings. We further
claimed and at appropriate rates and that items are	e in accordance with and fully
final bill by the contractors have b	peen completed to the extent
"Certified that the various items of work claimed in	this running bill/

- m) The consultant shall endorse the above certification in the relevant Measurement Book also.
- n) Obtaining permission from local authorities like BMC/ Mumbai Fire Brigade for facilities and services as a result of addition, alteration and modification wherever required, if the same had not been obtained earlier.
- o) Certify after test/ commissioning/ final inspection and check as the case may be, the completion of the work and/or satisfactory functioning of the system in services and utilities, as the case may be
- p) On completion of the work/ satisfactory functioning of the service system and certification of completion / satisfactory commissioning prepare and supply four sets of "asbuilt" drawings with relevant calculations of the design/ engineering for the records of the employer. The Consultant shall verify and confirm that identification marks are made on all service installations / cables / wiring etc. as the case may be to carry out future additions/ alterations / maintenance jobs.
- q) The consultant shall be wholly responsible for the successful completion of the project in all respects consistent with safety and stability from the inception upto the handing over for occupation to the employer.
- r) The Consultant shall assist the Bank in all arbitration proceedings between the contractors and the Bank and also defend the Bank in such proceedings.
- s) Any other services connected with the works usually and normally rendered by the consultants but not referred to herein above.
- t) The consultant shall assist the Bank while the work is inspected by the CTE's organization and prepare the replies to the observations of CTE's organization within the time frame.

Signed & Sealed pg. - 16 - of 42



#### 17. Method of payment:-

The Bank shall pay fees to the **fire consultant Cum Project Management Consultancy Services** in the stages as follows:-

#### A: - Method and Stages of payment for Fire Consultant/Consultancy services.

Sr. No.	Services to be recorded	Subject to clarifications under col fees payments	Up to stage total cumulative fees payments.
(1)	(2)	(3)	(4)
(a)	After completion of inspection, Diagnosis and identification of the repairs/ defects as required by the Bank for repair of the Fire Prevention and Protection System and submission of detailed project report along with suggestion/ recommendations of remedial measures with sketch plans, preliminary estimates, design. Submission of application/application/proposal/plans to relevant statutory authorities (Civic Authority) and their approval by the Bank.	1/8 <sup>th</sup> (12.5%) of the total agreed % of fees on total cost of related work.	1/8 <sup>th</sup> (12.5%) of the total agreed % of fees on total cost of related work.
(b)	After completion of working drawings & detailed estimates to the satisfaction of the Employer including all drawings pertaining to the various specialist services & their approval by the Local authorities & Pre-qualifications of contractors	1/4 <sup>th</sup> (25%) of the total % of fees on total cost of related work.	3/8 <sup>th</sup> (37.5%) 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 trades, submission of recommendations to the employer and execution of the contract documents for various trades.	1/8 <sup>th</sup> (12.5%) of the total % of fees on total cost of related work.	On ½ (50%) of the total fees on total cost of related work.
(d1)	During the progress of installation of systems and in proportion to the value of the said works as certified from time to time and paid by the Employer.	1/4th (25%) of the total% of fees on total cost of related work.	3/4th (75%) of the total fees on total fees on total fees on total work.

Signed & Sealed pg. - 17 - of 42



(d2)	On final completion of the project & closing of accounts including obtention of occupation certificate from Local authorities/BMC/Mumbai Fire Brigade	1/8 <sup>th</sup> (12.5%) of the total% of fees on total cost of related work.	7/8 <sup>th</sup> (87.5%) of the total fees on total cost of related work.
(d3)	After the issue of "No objection certificate" for the refund of contractors retention money on expiry of Defects liability period of the various contractors and/or attending to the CTE's / CVO's observations, if any, from time to time till its final disposal and award of arbitration, if any, whichever is later.	1 ` ' '	100% of the total fees on total cost of related work.
(e)	In case, this agreement is terminated, fees shall be paid to the Consultants for the actual services rendered as per stages referred to in this clause and subject to other provisions about recoveries etc, as provided for elsewhere in this agreement.		

#### 18. i) Letter of Intent:

Within the validity period specified in this EOI, the SBI shall issue a letter of intent (LOI) to the selected Fire Consultant/Consultancy firm by registered post at their address or through their registered email ID as given in the bid documents to enter into an Agreement in the Bank's prescribed format for taking up the project as Fire Consultant/Consultancy firm. The letter of Intent shall constitute a binding contract between the SBI and the consultants.

#### ii) Contract Agreement:

On receipt of LOI from the SBI the selected Fire Consultant/Consultancy firm shall, within **fifteen days**, arrange to execute an agreement with the Bank in the prescribed format on non-judicial stamp paper of appropriate value.

#### 19. Assignment and subletting

The Architects shall not directly entrust and engage or indirectly transfer, assign or underlet the Project or any part or share thereof or interest therein to any Fire Consultant/Consultancy firm without the written consent of the SBI and no undertaking shall relieve them from the responsibility of active & superintendence of the work during its progress.

Signed & Sealed pg. - 18 - of 42



Wherever, the inhouse expertise is not available with the Fire Consultant/Consultancy firm, they shall engage professionally qualified Fire Consultant/Consultancy firm for specialized professional service required for the project within the approved professional fee as per agreement.

#### 20. No compensation on restrictions of work

The SBI shall be at liberty to abandon or reduce the scope of professional services of the Fire Consultant/Consultancy firm for the reasons whatsoever including unsatisfactory performance or inordinate delay in rendering professional services in the project. In such an eventuality, the Fire Consultant/Consultancy firm shall have no right to claim any payment/ compensation or otherwise what so ever on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

#### 21. Fraud & Corrupt Practices

- 21.1. The Fire Consultant/Consultancy firm and their respective employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, the SBI shall reject an Application or any such suggestion of Fire Consultant/Consultancy firm without being liable in any manner whatsoever to the consultant, if it determines that the they have, directly or indirectly or through an agent, engaged in corrupt / fraudulent / coercive / undesirable or restrictive practices in the bidding process.
- 21.2. Without prejudice to the rights of the SBI hereinabove, if an consultant is found by the SBI to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding process or during any course of the project, such fire consultant Cum Project Management Consultancy Services shall not be eligible to participate in any EOI issued by the SBI during the next period as decided by the SBI.
- 21.3. For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

#### a. "Corrupt practice" means

(i) The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the SBI who is or has been associated in any manner, directly or indirectly with the bidding process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of

Signed & Sealed pg. - 19 - of 42



- the SBI, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or
- (ii) Engaging in any manner whatsoever, whether during the bidding process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the SBI in relation to any matter concerning the Project.
- b. **"Fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process.
- c. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bidding process.
- d. "Undesirable practice" means
  - (i) Establishing contact with any person connected with or employed or engaged by the SBI with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or
  - (ii) Having a Conflict of Interest.
- e. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Fire Consultant/Consultancy firm with the objective of restricting or manipulating a full and fair competition in the Bidding Process/ Techno commercial evaluation of the design builder.

#### 22. Termination for Default

- 22.1. The SBI, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the Fire Consultant/Consultancy firm, may terminate the Contract in whole or in part:
  - If the Fire Consultant/Consultancy firm fails to deliver any of the Services within the period(s) specified in the Contract, or within any extension thereof granted by the SBI; or
  - b. If the Fire Consultant/Consultancy firm fails to perform any other obligation(s) under the contract; or
  - Laxity in adherence to standards laid down by the SBI; or
  - Discrepancies/deviations in the agreed processes or
  - e. Violations of terms and conditions stipulated in this EOI.
  - f. If the Fire Consultant/Consultancy firm fails to procure mandatory permissions through design builder from the various local authorities within a reasonable time not exceeding 6 months and renewal of existing permissions from the respective local authorities within 45 days from the date of receipt approval of sketch scheme plans/instructions from the SBI to do so.

Signed & Sealed pg. - 20 - of 42



- g. If the consultants fail to open their office locally at Mumbai within the timeline specified in this EOI.
- 22.2. In the event the SBI terminates the Contract in whole or in part for the breaches attributable to the Fire Consultant/Consultancy firm, the SBI may engage, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, at the cost of Fire Consultant/Consultancy firm and shall be liable to the SBI for any increase in cost for such similar Services. However, the consultant shall continue to provide all their professional services to the extent same are not terminated as per agreement
- 22.3. If the contract is terminated under any termination clause, the consultant shall handover all design documents/ executable/ SBI's data or any other relevant information to the SBI in timely manner and in proper format/soft copies as well as hard copies as per scope and shall also support the orderly transition to another Fire Consultant/Consultancy firm or to the SBI as decided by the SBI.
- 22.4. During the transition, the consultant shall also support the SBI on technical queries/support on process implementation.
- 22.5. The SBI's right to terminate the Contract will be in addition to the penalties and other actions as deemed fit.
- 22.6. In the event of failure of consultant to render the Services or in the event of termination of Contract or expiry of term or otherwise, without prejudice to any other right, the SBI at its sole discretion may make alternate arrangement for getting the Services contracted with another consultant. In such case, the SBI shall give prior notice to the existing consultant. The existing consultant shall continue to provide services as per the terms of Contract until a 'New consultant/firm completely takes over the work. During the transition phase, the existing consultant/firm shall render all reasonable assistance to the new Architects within such period prescribed by the SBI, at no additional cost to the SBI, for ensuring smooth switch over and continuity of services.

#### 23. Force Majeure

- 23.1. Neither consultant/firm not SBI shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However, a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.
- 23.2. As soon as the cause of force majeure has been removed the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and

Signed & Sealed pg. - 21 - of 42



the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

- 23.3. From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting there from having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.
- 23.4. Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting to a period of 6 months or more the two parties shall mutually decide regarding the future execution of this agreement.

#### 24. Termination for Insolvency

The SBI may, at any time, terminate the Contract by giving written notice to the consultant/firm, if the consultant/firm becomes Bankrupt or insolvent or any application for Bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the consultant/firm, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the SBI.

#### 25. Termination for Convenience

The SBI, by written notice of not less than 30 (Thirty) days sent to the consultant/firm, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the SBI's convenience, the extent to which performance of the Architects under the Contract is terminated, and the date upon which such termination becomes effective.

#### 26. Governing Language

The governing language shall be English.

#### 27. Taxes and Duties

- 27.1. The consultant/firm shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the consultant/firm shall include all such taxes (excluding GST) in the approved professional Fee.
- 27.2. Price Bid quoted should be inclusive of all Central / State Government taxes/duties and levies but exclusive of GST.
- 27.3. Fee payable to the consultant/firm as stated in the Agreement shall be firm and not subject to adjustment during execution of the Project, irrespective of reasons whatsoever, including exchange rate fluctuations etc.
- 27.4. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this process shall be borne by the consultant/firm.

Signed & Sealed pg. - 22 - of 42



#### 28. Tax deduction at Source

- 28.1. Wherever laws and regulations that require deduction of such taxes at the source of payment, the SBI shall affect such deductions from the payment due to the consultant/firm. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the SBI as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve the fire consultant/firm from his responsibility to pay any tax that may be levied in India on income and profits made by the consultant/firm in respect of this contract.
- 28.2. The consultant/firm's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the consultant/firm shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

#### 29. Notices

Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing/ scanned and confirmed in writing/scanned to other Party's address. The notice shall be effective when delivered or on the notice's effective date whichever is later.

#### 30. Transition Plan

In the event of failure of the fire consultant/consulting firm to render the Services or in the event of termination of Contract or expiry of term or otherwise, without prejudice to any other right, the SBI at its sole discretion may make alternate arrangement for getting the Services contracted with another consultant/firm. In such case, the SBI shall give prior notice to the existing consultant/firm.

The existing consultant/firm shall continue to provide services as per the terms of Contract until a New fire consultant/consulting firm completely takes over the work. During the transition phase, the existing fire consultant/consulting firm shall render all reasonable assistance to the new consultant/firm within such period prescribed by the SBI, for ensuring smooth switch over and continuity of Professional Services.

#### 31. Compliance with Laws

It shall be the sole responsibility of fire consultant/consulting firm to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by fire consultant/consulting firm as envisaged under this. fire consultant/consulting firm through design builder shall procure and maintain all necessary licenses permissions, approvals from the relevant authorities under the applicable laws towards its Services throughout the currency of the Contract.

The fire consultant/consulting firm would indemnify/make good for the losses to the SBI for non-compliance or any claims against the SBI arising out of any non-compliance as above.

Signed & Sealed pg. - 23 - of 42



#### 32. Non-Hire and Non-Solicitation

During the term of the Contract and for a period of one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee/s or sub-contractor/s of the other party, or aid any third person to do so, without the specific written consent of the other party.

Signed as token of acceptance
Signature of fire consultant/consulting firm with seal
Date: Place:

Signed & Sealed pg. - 24 - of 42



#### **ANNEXURE - B**

#### PARAMETERS FOR <u>DESIGN TECHNICAL COMPETITION</u>

SELECTION CRITERIA FOR THE APPOINTMENT OF CONSULTANT FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC) OF FIRE PREVENTION AND PROTECTION SYSTEM AND BUILDING MANAGEMENT SYSTEM (BMS) AT STATE BANK BHAVAN, MUMBAI.

## (A) <u>BRIEF TECHNICAL PARAMETER FOR EVALUATION BEFORE DESIGN</u> <u>COMPETITION (TOTAL MARKS - 35)</u>

Sr. No.	Broad criteria / Technical parameter	Maximum Marks
1	Number of technical staff (Fire Consultants, Architects and Engineers) in main office ( <b>on pay roll</b> ):  Up to 10 =1, More than 10 and up to 15 = 2, more than 15 and up to 30 =3, More than 30 = 4 More than 40 = 5	5
2	Experience of the firm, up to 7 yrs =1, up to 10 yrs = 2, More than 10 and up to 15 yrs=3, more than 15 yrs and up to 20 yrs=4, more than 20 yrs= 5	5
3	Maximum value (Project Cost) of any <b>single project</b> handled, up to Rs 1 crore=1, More than 1 crore and up to 1.5 Crores =2, More than 1.5 crores and up to 2.5 Crores= 4, More than 2.5 Crores and up to 3 crores= 6, More than 3 Crores=8 in the last 7 years as on 31.03.2024.	8
4	Experience with Govt/PSU/ Public Sector Bank/Public limited (Listed) Company. One Project of at least 80% of the proposed project cost = 7 Two Projects of at least 50% of the proposed project cost = 5 Three Project of at least 40% of the proposed project cost = 3 completed in the last 7 years as on 31.03.2024	7
5	Having Local Office at Mumbai. Full Fledged Office =5, Branch Office =3, No. Office =0	5
6	Performance Certificate from Existing Clients a. Excellent = 5 b. Good= 03 c. Satisfactory = 02	5
	TOTAL	35

Signed & Sealed pg. - 25 - of 42



# (B) <u>BRIEF TECHNICAL PARAMETER FOR EVALUATION OF DESIGN PRESENTATION MADE BY FIRE CONSULTANT/CONSULTING FIRMS (TOTAL MARKS 35)</u>

Sr. No.	Broad criteria/technical parameter	Maximum Marks
1	Design concept of project done so far.  Design features, 3D view, preliminary layout plan, indicating layout, other amenities specifications and estimated cost.	5
2	Statutory Approvals Capability / experience in obtaining statutory approvals / Municipal and other mandatory permissions, NOCs, completion certificate required to be obtained from the local Authorities viz. MCGM, Municipal Corporations, Town & Country Planning Department and any other State / Central Government / Statutory authorities etc and estimated time limit specified for the same	5
3	Experience of undertaking similar projects with PSUs / Banks and handling CVC matters.	5
4	Compatibility of Site Orientation of the project considering road map and in house capability of preparation of specification, EOI of SITC of fire prevention and protection systems and building management system and other allied civil and electrical works.	5
5	Design Innovative techniques / State of the Art Cost Effective SITC features to be used in the existing project.	5
6	Knowledge of Building Bylaws, National Building Code and Statutory Requirements of respective local bodies /Municipalities, etc.	5
7	Overall Presentation, Interpretation of Design Concept, Interaction on concept and response to queries of the committee members.	5
	TOTAL	35

The Fire consultant/consulting firm who score maximum marks put together for technical bid and price bid shall be considered for selection. The minimum qualifying marks shall be 50% out of 70(35+35).

#### Marks in the Technical and price bid will be evaluated as under:

Technical Bid:- Technical bid marks of four consultancy firms are as follows

(i) A : 55 out of 70.
 (ii) B : 60 out of 70.
 (iii) C : 50 out of 70.
 (iv) D : 65 out of 70.

Signed & Sealed pg. - 26 - of 42



#### **Price Bid**

The lowest offer shall be treated as base and shall be given 30 marks.

#### **Example** of calculation of marks for price bid will be as under:

Financial bid quotes of four consultancy firms are as follows

(i) A : 1.00 % of the cost of the project
(ii) B : 1.50 % of the cost of the project
(iii) C : 2.00 % of the cost of the project
(iv) D : 2.5 % of the cost of the project

The marks will be as under

(i) A :  $1.00 \times 30/1.00 = 30$ (ii) B :  $1.00 \times 30/1.5 = 20$ (iii) C :  $1.00 \times 30/2.00 = 15$ (iv) D :  $1.00 \times 30/2.5 = 12$ 

The successful bidders will be evaluated adding technical evaluation and Price bid marks. The successful bidder (H1) will be evaluated as under:-

(i) A : 55 (Technical bid ) + 30 (price bid ) = 85
 (ii) B : 60 (Technical bid ) + 20 (price bid ) = 80
 (iii) C : 50 (Technical bid ) + 15 (price bid ) = 65
 (iv) D : 65 (Technical bid ) + 12 (price bid ) = 77

Hence, Consultancy firm 'A' with highest mark (85) will be the successful bidder (H1).

Signature, Name and Seal of Fire Consultant/Consultancy firm with Date and Place

#### Please pay attention: -

Henceforth you will have to fill information in various forms. While doing so please keep in mind following things:

- > Information to be furnished should be crisp, to the point and precise.
- Please do not keep any field blank. In case nothing has to be filled in a particular field then please write 'Not Applicable' there.

Signed & Sealed pg. - 27 - of 42



- > Supporting documentary evidences are needed for claims made in the Proposal. Please keep copies of all these documents ready. Arrange them in order of appearance of their reference in the Proposal. Write Annexure number in serial order on these documents in top right corner of document in bold letters. Annexed the set of these documents at the end of the Proposal. Please mention correct Annexure Number at relevant pages of the Proposal. This will help us to evaluate the bid quickly.
- There is possibility that same document has to be mentioned as evidence at more than one place in the Proposal. In that case keep only one copy of that document and mention that particular Annexure Number at every place where that particular document needs to be referred.
- ➤ The certificate from the client should clearly mention particulars of the project, scope of services offered by the fire consultant/consulting firm, actual project cost, date of completion of project, existence of green building features and opinion of client on quality of services rendered by the fire consultant/consulting firm.

Signed & Sealed pg. - 28 - of 42



**ANNEXURE - C** 

#### **FIRM - PROFILE**

SELECTION CRITERIA FOR THE APPOINTMENT OF CONSULTANT FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC) OF FIRE PREVENTION AND PROTECTION SYSTEM AND BUILDING MANAGEMENT SYSTEM (BMS) AT STATE BANK BHAVAN, MUMBAI

1	Name of the Firm	
2	Address	
3	Telephone No. with STD code & Mobile Number	
4	Fax No with STD code	
5	Primary e-mail address	
6	Alternate e-mail address	
7	Constitution of the Firm (Proprietorship Firm/ Partnership Firm/ Private Limited Company/ Public Limited Company)	
8	Date of Establishment	
9	Name of document of evidence of establishment like certificate of incorporation and its number (if any) and date of issue	
10	Annexure number of documents mentioned in col (9)	
11	Please mention Fire consultancy work done before 30.09.2024.	
12	Annexure number of documents in evidence of information submitted in col (11)	

Signed & Sealed pg. - 29 - of 42



## $\frac{\text{STATE BANK OF INDIA, CORPORATE CENTRE, MADAME CAMA ROAD, NARIMAN POINT,}}{\text{MUMBAI-}400021.}$

13	Name of proprietor / Partners / Directors				
14	Registration Number(s) with "Council of Architecture"				
15	Annexure number of copies of registration certificate mentioned in col (14)				
16	Goods & Service Tax registration number				
17	Annexure number of GST registration certificate				
		Year ended o	n	Tax	paid
18	Service Tax/ GST paid during last 3	31.03.2022			
	years (amount in lacs)	31.03.2023			
		31.03.2024			
19	Annexure number of certificates issued by chartered accountant for supporting information mentioned in col (18) or any other evidence in that regard				
		Year ended o	n	Turr	nover
00	Turnover of the firm during last 3 years	31.03.2022			
20	(amount in lacs)	31.03.2023			
		31.03.2024			
21	Annexure number of certificates issued by chartered accountant for supporting information mentioned in col (20) and audited P&L statement in that regard				
22	Number of Fire consultants/ Engineers who are promoters or permanent employee of the firm (These numbers should tally with details being given in Annexure-B)	Fire Consultants	E	ngineers	Total
23	Annexure number of lists of office equipment owned by the firm				

Signed & Sealed pg. - 30 - of 42



24	If firm is not having office in Mumbai then indicate the time by which it is likely to open an office thereat	
	Details of Bank account of firm	
	Account name (exactly as it appears on statement of account)	
25	Account number	
	IFSC	
	Name of Bank	
	Branch name and branch code	
26	Name and designation of executive of the firm to whom Bank can contact for seeking information	
27	Mobile number of above contact person	
28	Annexure number of latest income tax clearance certificate	

Signature of the Fire consultant/consultancy firm with Sea
Date:
Place:

Signed & Sealed pg. - 31 - of 42



ANNEXURE - D

#### **BIO-DATA OF THE PARTNERS / DIRECTORS**

SELECTION CRITERIA FOR THE APPOINTMENT OF CONSULTANT FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC) OF FIRE PREVENTION AND PROTECTION SYSTEM AND BUILDING MANAGEMENT SYSTEM (BMS) AT STATE BANK BHAVAN, MUMBAI

Use separate form for each partner/director.

1	Name	
2	Designation/position	
3	Associated with the firm since	
4	Date of Birth	
5	Professional Qualification	
6	Professional Experience	
7	Professional Affiliation	
8	Details of Membership	
9	Detail of the papers published in Magazine (s) (If enclosed in separate sheet then indicate Annexure number)	
10	Annexure number of document evidencing association with the firm like partnership deed etc	

Signature of the Fire consultant/consultancy firm with seal
Date:
Place:

Signed & Sealed pg. - 32 - of 42



**ANNEXURE - E** 

#### **BIO-DATA OF TECHNICAL STAFF (FIRE CONSULTANT/ ENGINEER)**

SELECTION CRITERIA FOR THE APPOINTMENT OF CONSULTANT FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC) OF FIRE PREVENTION AND PROTECTION SYSTEM AND BUILDING MANAGEMENT SYSTEM (BMS) AT STATE BANK BHAVAN, MUMBAI

Use separate form for each Executive

	•	
1	Name	
2	Designation/position	
3	Associated with the firm since	
5	Professional Qualification	
6	Professional Experience	
7	Field of expertise	
8	Contact number	
9	e-mail ld	
10	Annexure number of document evidencing employment with the firm like EPF contribution etc	

Signature of the Fire consultant/consultancy firm with Seal
Date:
Place:

Signed & Sealed pg. - 33 - of 42



ANNEXURE - F

#### **DETAIL OF MAJOR SITC PROJECTS UNDEWRTAKEN**

completed during the last 7 years (as on 30.09.2024)

- i) Use separate sheet for each work.
- ii) Mention only completed projects.
- iii) Mention only those projects which you want bank to consider to judge your eligibility and awarding marks.

1	Name and address of the Client	
2	Client's status like Public Sector Organization / Public Sector Bank/ Government Department	
3	Name of Project	
4	Description and nature of work	
5	Location of the building with complete address	
6	Job assigned to fire consultant in the project like Design/ upgradation etc	
7	Estimated value of project (Rs in Cr)	
8	Final value of Project (Rs in Cr)	
9	Scheduled date of start of project	
10	Scheduled date of completion of project	
11	Actual date of start of project	
12	Actual date of completion of project	
13	Reasons of cost/ time over run, if any	
14	Number of floors of the building	
15	Height of building from ground (in meters)	
16	Number of basement (s)	

Signed & Sealed pg. - 34 - of 42



18	Annexure number of letters received from the client regarding award of work.	
19	Annexure number of letters received from the client regarding successful completion of work.	

Note:

- (a) The work should have been executed by the firm under the name in which they are submitting the application.
- (b) The Bank will obtain the confidential report from the previous clients and the fire consultant / firm shall not object the same.

Signature of the Fire consultant/consultancy firm with Seal

Date:

Place:

Signed & Sealed pg. - 35 - of 42



ANNEXURE - G

#### LIST OF PENDING ARBITRATION/LITIGATION/SUITS WITH PREVIOUS CLIENTS

SELECTION CRITERIA FOR THE APPOINTMENT OF CONSULTANT FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC) OF FIRE PREVENTION AND PROTECTION SYSTEM AND BUILDING MANAGEMENT SYSTEM (BMS) AT STATE BANK BHAVAN, MUMBAI

SR.	NAME OF	PENDING	REASONS FOR	ANNEXURE
NO.	PROJECT WITH	SINCE	PENDING	NUMBER OF
	NAME OF CLIENT			SUPPORTING
				DOCUMENT

Signature of the Fire consultant/consultancy firm with Seal
Date:
Place:

Signed & Sealed pg. 36 of 42



**ANNEXURE - H** 

## (TO BE SUBMITTED IN SEPRATE SEALED ENVELOPE- B ) $\underline{ \text{PRICE BID} }$

#### PROFORMA FOR SUBMISSION OF THE PRICE BID

EXPRESSION OF INTEREST (EOI) FOR SELECTION CRITERIA FOR THE APPOINTMENT OF CONSULTANT FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC) OF FIRE PREVENTION AND PROTECTION SYSTEM AND BUILDING MANAGEMENT SYSTEM (BMS) AT STATE BANK BHAVAN, MUMBAI

We have understood the prequalification criteria, scope of the services to be offered, the terms and conditions for the appointment to be rendered by the Fire consultant/consultancy firm specified by SBI in their technical bid as well from their standard agreement for the captioned purpose and we will abide by the same in case our proposal is accepted.

Fee in figures: ..... (Percentage to the project cost)

Accordingly, we now quote a total professional fee at

Fee in words:
(Upper cap maximum fee is 2.00 % of the actual project cost)
We agree that the above payment of the fees will be released to us at pre-determined stages related to the progress of work based on the standard terms of SBI in this regard.
We, further agree that in case we fail to deliver satisfactory services, State Bank of India will be at liberty to discontinue our services as Fire consultant/consultancy firm for the project within their sole discretion and no fee shall be claimed by us for the project.
We agree that the income tax (i.e. TDS) as payable to statutory authorities may be deducted from the above quoted fees. I/We fully understand that SBI is not bound to accept the lowest or any offer.
Signature, name and designation of the Authorized signatory Date: Place:

Signed & Sealed pg. 37 of 42



#### **ANNEXURE - I**

#### **LIST OF ANNEXURES**

(Use additional sheets if necessary)

ANNEXURE NUMBER	PARTICULARS OF DOCUMENT

Signed & Sealed pg. 38 of 42



#### **LETTER OF UNDERTAKING**

#### Dy. General Manager (Premises)

Premises department, 9th floor, State Bank of India, Corporate Office, State Bank Bhavan, Nariman Point, Mumbai – 21.

SELECTION CRITERIA FOR THE APPOINTMENT OF CONSULTANT FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC) OF FIRE PREVENTION AND PROTECTION SYSTEM AND BUILDING MANAGEMENT SYSTEM (BMS) AT STATE BANK BHAVAN, MUMBAI.

Dear Sir.

We acknowledge the receipt of your Tender for the captioned project.

We have examined and clearly understood the scope of professional services to be rendered by us in respect of project of Supply, Installation, Testing and Commissioning (SITC) of Fire Prevention and Protection System and Building Management System (BMS) with latest Technology by upgrading the existing systems in a functioning office at its Corporate Centre, State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai – 400 021 We have also taken into account all the contemplations furnished by SBI in this regard while submitting our proposal for your consideration.

Accordingly, we offer to provide our comprehensive professional services as Fire consultant/consultancy firm for the captioned project strictly in accordance with the Scope of work and detailed terms and conditions spelt out in this Tender.

While submitting this Bid, we certify that: -

- 1. We have adequate experience in providing professional services for Planning, Designing and Supervision of all activities and services pertaining to Supply, Installation, Testing and Commissioning (SITC) of Fire Prevention and Protection System and Building Management System (BMS) with latest Technology by upgrading the existing systems in a functioning office at its Corporate Centre, State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai 400 021by engaging fire consultant for designing and execution of the project.
- We are equipped with adequate technical expertise and Manpower to plan, design and supervise various activities pertaining to **Firefighting**, Civil, Plumbing, Electrical, Mechanical, HVAC, Access Control System, Security, BMS and all other services pertaining to the project.
- 3. We shall be fully responsible to support the L-1 contractor/Design Builder to carryout necessary liaising at all levels with the respective Govt Departments/ local authorities to procure various mandatory municipal and other local authority's permissions

Signed & Sealed pg. 39 of 42



applicable for the project including ensuring its revalidation from time to time at our own cost (Excluding any legal charges payable to the respective authority against the Written demand for issuance/revalidation of such permissions) for the project for commencement, execution and completion of all activities and services of the project from scratch to Completion and procuring necessary Certificate from the local Authorities within the specified time.

- 4. We, further undertake that it will be our sole responsibility to support and assist to L-1 contractor/fire consultant for submission of required design documents /drawings /papers to the competent authorities and carrying necessary liaison with them to procure all such permission within a reasonable time.
- 5. We understand that except approved professional fee, the SBI shall not be responsible for making any extra payment to us towards any of the professional and Liaison services pertaining to this project.
- 6. We also undertake that in case, we are unable (i) to deliver timely professional services in the project to deliver satisfactory pro-rata progress in the project, the SBI shall be at liberty to terminate our agreement at any stage of the project by giving 30 days' notice and no compensation shall be claimed by the us for the services rendered including compensation for the balance work.
- 7. Wherever, necessary, we undertake that we shall be engaging expert Architects/consultants to cater the requirement of specialized services for the project at our own cost within the professional fee approved by the SBI.
- 8. The undersigned is authorized to sign on behalf of the consultant and the necessary support document delegating this authority is enclosed to this letter.
- 9. We declare that we are not in contravention of conflict-of-interest obligation mentioned in this EOI.
- 10. We confirm that the Price bid pertaining to our Professional Fee for the project submitted by us have been arrived at without agreement with any other Fire consultant/consultancy firm of this EOI for the purpose of restricting competition.
- 11. The rate for Professional Fee quoted in the price Bids are as per the EOI and subsequent clarifications/ modifications / revisions furnished by the SBI, without any exception. Moreover, our Fee approved shall remain firm and fixed till completion of entire project and we shall not raise any claim for any escalation/enhancement in the approved fee structure for the reasons whatsoever.
- 12. The Professional Fee quoted by us have not been disclosed and will not be disclosed to any other Fire consultant/consultancy firm responding to this EOI.
- 13. We have not induced or attempted to induce any other Fire consultant/consultancy firm to submit or not to submit a Bid for restricting competition.
- 14. If our offer is accepted, we undertake to take up the project immediately and will render our professional services as per the timeline specified in this document.
- 15. We agree that the SBI may split the scope of services in this project i.e. Principal Project Architect as well as Project Management Consultancy to different agencies within its sole discretion. Under such an eventuality, we undertake to manage the project in full coordination with any of the agencies appointed/engaged by the SBI for the successful completion of the project and also undertake the responsibility of pre-

Signed & Sealed pg. 40 of 42



- qualification of a "Design Fire Projects Consultant" who shall design the project, get Municipal plan approvals, BMC/Mumbai Fire Brigade approval, wherever required and complete the project under supervision of Fire consultant /consultancy firm.
- 16. We undertake that in competing for and (if the award is made to us) in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- 17. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SBI, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 18. We undertake that we will not resort to canvassing with any official of the SBI, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of Fire consultant/consultancy firm from further bidding process.
- 19. We certify that we have not made any changes in the contents of the EOI document read with its amendments/clarifications provided by the SBI submitted by us in our Bid document.
- 20. It is further certified that the contents of our Bid are factually correct. We also undertake that in the event of any information / data / particulars proving to be incorrect at any stage, the SBI will have the right to terminate our services at any stage of the project without notice.
- 21. We also understand that SBI reserve their rights to Shortlist any number of Architectural Architect firms for participating in the Techno-commercial competition and to accept any or to reject all the Bids without assigning reason therefor.
- 22. We hereby undertake that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
- 23. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the SBI to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract. However, until such formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. Moreover, we shall not withhold our professional services in the project for execution such formal agreement.
- 24. The name(s) of successful Fire consultant/consultancy firm to whom the contract is finally awarded after the completion of bidding process shall be displayed on the website of the SBI and/or communicated to the successful Fire consultant/consultancy firm.).

Signed & Sealed pg. 41 of 42



We hereby undertake and agree to abide by all the terms and conditions stipulated by the SBI in the EOI document.

Our	Bankers are:
	I)
	ii)
	The names of partners of our firm are:
	i) ii)
	Name of the partner of the firm Authorized to sign
	Or
	(Name of person having <b>Power of Attorney to sign the Contract</b> , (Certified true copy of the Power of Attorney should be attached)
	Yours faithfully,
	Signature of Fire consultant/consultancy firm
	Signature and addresses of Witnesses
	i)
	ii)

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