

**STATE BANK OF INDIA**

**PREMISES & ESTATE DEPARTMENT, 3<sup>RD</sup> FLOOR, LOCAL HEAD OFFICE, HOSHANGABAD ROAD,  
BHOPAL - 462011**

**PRE-QUALIFICATION FOR APPOINTMENT OF HVAC CONSULTANT FOR REPLACEMENT OF  
EXISTING 480 HP VRF AIR-CONDITIONING SYSTEM PLANT AT STATE BANK OF INDIA, LOCAL HEAD  
OFFICE, HOSHANGABAD ROAD, BHOAPL -462011**

**TENDER ID- LHO/BHO/P&E/2023-24/14**

Last date for submission of Applications: 05.03.2024

**The Assistant General Manager (Premises & Estate Department)**

**State Bank of India, Local Head Office,**

**Hoshangabad Road, Arera Hills,**

**Bhopal - 462011**

**Notice Inviting Application**

**PRE-QUALIFICATION FOR APPOINTMENT OF HVAC CONSULTANT FOR REPLACEMENT OF EXISTING 480 HP VRF AIR-CONDITIONING SYSTEM PLANT AT STATE BANK OF INDIA, LOCAL HEAD OFFICE, HOSHANGABAD ROAD, BHOAPL -462011**

State Bank of India (SBI) invites Expression of Interest from HVAC Consultant firm having experience in Design Engineering of energy efficient VRF (Variable Refrigerant Flow) system/chiller based centralized HVAC plant for replacement of our existing VRF 480 HP plant installed at terrace, SBI, LHO, Bhopal. The detailed prequalification criteria, scope of the services to be offered, terms and conditions for appointment of project consultant are as under:

1.	Name of Work	:	Expression of Interest for appointment of HVAC Consultant for retrofitting/replacement of existing 480 HP VRF air-conditioning system with high energy efficient VRF system or high energy efficient chiller plant																
2.	Building details		<p>Building is 7 storied including ground floor and mezzanine floor. Built up area statement of LHO building</p> <table><tr><td>1. Ground Floor-</td><td>18776.29 sq.ft</td></tr><tr><td>2. Mezzanine Floor-</td><td>21227.36 sq.ft</td></tr><tr><td>3. First Floor –</td><td>29460.08 sq.ft</td></tr><tr><td>4. Second Floor-</td><td>29712.83 sq.ft</td></tr><tr><td>5. Third Floor-</td><td>30370.58 sq.ft</td></tr><tr><td>6. Fourth Floor-</td><td>30195.83 sq.ft</td></tr><tr><td>7. Fifth Floor-</td><td><u>30255.83 sq.ft</u></td></tr><tr><td><b>Total Area-</b></td><td><b>189998.80 sq.ft or 17651.40 sq.mtr</b></td></tr></table> <p>Presently, all outdoor units of VRF AC installed at terrace of building. Please visit the site before submitting any technical offer/application. The above VRF system has been installed when complete building taken up for renovation in phase manner. Now, only Air-conditioning system to be replaced without disturbing the interior works of premises.</p>	1. Ground Floor-	18776.29 sq.ft	2. Mezzanine Floor-	21227.36 sq.ft	3. First Floor –	29460.08 sq.ft	4. Second Floor-	29712.83 sq.ft	5. Third Floor-	30370.58 sq.ft	6. Fourth Floor-	30195.83 sq.ft	7. Fifth Floor-	<u>30255.83 sq.ft</u>	<b>Total Area-</b>	<b>189998.80 sq.ft or 17651.40 sq.mtr</b>
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7. Fifth Floor-	<u>30255.83 sq.ft</u>																		
<b>Total Area-</b>	<b>189998.80 sq.ft or 17651.40 sq.mtr</b>																		
3.	Details of existing centralized VRF AC plant	:	<p>VRF- Multi V plus II (480 HP) capacity air cooled VRF system using R410A refrigerant air-conditioners installed.</p> <p>Make - M/s LG Electronics India Pvt. Ltd.</p>																
S.No	Location	Outdoor capacity installed	No of indoor units	Date of Installation															

1.	Second Floor	140 HP	54 Nos	01.07.2011
2.	Third Floor	128 HP	38 Nos	01.05.2012
3.	Fourth Floor	48 HP	15 Nos	01.11.2012
4.	First Floor	148 HP	57 Nos	01.05.2015
5.	Ground Floor(Dispensary)	16 HP	9 Nos	01.01.2016
Total		480 HP	173 Nos	
4.	Last date and time of receipt of Tenders	:	<b>05.03.2024 upto 3.00 p.m.</b>	
5.	Address at which the Tenders are to be submitted	:	<b><u>Technical Bid separate sealed envelope in hard copy only at Assistant General Manager (P&amp;E), State Bank of India, Local Head Office, Hoshangabad Road, Bhopal- 462011 by Reg. Post/Speed post/ Courier/ By hand with in the time frame.</u></b>	
6.	Date and time of opening of Technical bid	:	<b>05.03.2024 at 3.30 p.m.</b>	
7.	Place of opening Tenders	:	<b>Assistant General Manager (P&amp;E), State Bank of India, Local Head Office, Hoshangabad Road, Bhopal- 462011</b>	
8.	Contact person	:	<b>Shri Deepak Vishwakarma Manager (Electrical) 0755-2575816/8889988331</b>	

**Mode of Submission of Pre-qualification application:** The application shall be submitted in hardcopy by speed post/registered post/courier/ by hand with in the time frame at this office in accordance with the procedure detailed herein below and to be submitted in separate sealed envelopes of appropriate size.

- **Technical Bid:** technical envelope shall contain the following documents only
- Documents mentioned in eligibility criteria
- Tender document all pages duly stamped and signed
- Application form (Annexure-I)
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In case the date of opening of tenders/applications is declared as a holiday, the tenders will be opened on the next working day at the same time. Bank is not liable for any postal delay

State Bank of India has the right to accept / reject any or all tenders without assigning any reasons.

**Assistant General Manager (Premises & Estate)**

## SIGNATURE OF THE TENDERER

### ELIGIBILITY CRITERIA (ANNEXURE-I)

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 7 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 each of capacity of energy efficient VRF air-conditioners not less than 40 % of 500 HP (i.e 200 HP each work) or 40% of 500 TR capacity of energy efficient chiller plant (i.e 200 TR each work)</p> <p style="text-align: center;"><b>or</b></p> <p>ii) Two similar completed projects each of capacity of energy efficient VRF air-conditioners not less than 50 % of 500 HP (i.e 250 HP each work) or 50% of 500 TR capacity of energy efficient chiller plant (i.e 250 TR each work)</p> <p style="text-align: center;"><b>or</b></p> <p>iii) One similar completed project capacity of energy efficient VRF air-conditioning not less than 80 % of 500 HP (i.e 400 HP of each work) or 80% 500 TR energy efficient capacity of chiller plant( i.e 400 TR each work)</p> <p>( similar work means VRF HVAC/ 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 etc )</p>	<p>Copies of work orders, completion certificates, client details for qualifying works should be submitted as documentary evidence.</p>
ii.	<p>Previous three years balance sheet ending march ( financial year 2020-21, 2021-22 &amp; 2022-23)</p> <p>Minimum Average Annual financial turnover during the last 3 years, ending 31<sup>st</sup> March 2023 is Rs.10.00 lakh.</p>	<p>Copies of Audited Balance sheets, Profit Loss Statement, minimum three financial years should be submitted as documentary evidence.</p>
iii.	<p>Vendor should be registered for GST</p>	<p>Copy of GST registration should be submitted.</p>

iv.	Vendor should be holder of a PAN Card	Copy of PAN Card should be submitted.
v.	Vendor must have ISHRAE membership.	Copy must be enclose.
vi	Only relevant documents to be enclosed with the application	

2. The application should contain the following documents:

- i. 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

#### **GENERAL CONDITIONS:-**

1. The consultant should have office setup at the place of proposed work (ie. Bhopal) or Head office/Branch office situated in Madhya Pradesh or Chhattisgarh for satisfactory/smoothly rendering services supported by the necessary documents considering operational convenience. If presently, no office is established in MP then it should be ensured that L-1 vendor must open the office in MP Preferably in Bhopal. A suitable declaration in this regard must provide with application.

2. The vendor has sufficient expertise to the project of Air-conditioning especially in retrofitting/ replacement of VRF air-conditioners in the existing building without disturbance of existing amenities like civil, interior, electrical works or with minimum to minimum disturbance as per essential requirement.

3. The applicant should not have been disqualified / debarred / terminated on account of poor or unsatisfactory performance / blacklisted from any Governments, Semi-governments, PSUs, Banks or any other organizations including any of the Offices/Branch of State Bank of India Pan India during last 7 years from the date of publication / application of this notice. A suitable declaration to be submitted on the Letter Head of the Firm duly signed by the Authorized Signatory only. The application of disqualified/debarred/blacklisted/terminated on account of poor or unsatisfactory performance applicant shall be summarily rejected. In case any vendor found disqualified at later date their pre-qualification will be rejected.

4. The SBI may choose to carryout physical inspection of works mentioned by the consultants/applicants in their application forms in addition to calling for confidential reports from the respective employer/department to ascertain their capability and quality of works.

5. The HVAC consultant should be equipped with necessary infrastructure like building construction equipment, machinery and tools, labor strength etc.

6. The consultant is required to furnish their PAN No, GSTIN Registration details of firm with GSTIN No. etc. to the SBI along with supporting documents.

7. The applicant shall agree and authorize the SBI to obtain the confidential report from the clients of the applicant contractors, to obtain credit opinion from the Bankers and to verify the work executed by the contractors.

8. All the pages (Total 37 pages) of application shall be duly signed with seal of firm by the contractors, else their application shall be summarily rejected.

9. The intending applicants are categorically advised to submit the pre-qualification documents strictly in the attached formats only. The information required should be neatly filled/typed in each and every columns and rows of the Formats. The applications received with “partly filled formats” not containing desired information in each and every columns/points/row of various annexures shall be treated as INCOMPLETE and such applications shall be summarily rejected without any reference to the applicant and at the applicant’s risk and responsibility.

10. All the details must be incorporated in the application form downloaded from the State Bank of India’s website. Incomplete information / not fully filled form will be rejected.

The eligible and interested parties may download prescribed application form and other details from our website of vendors [www.sbi.co.in](http://www.sbi.co.in) pre-qualification of air-conditioning consultant for replacement of existing 480 HP VRF system by energy efficient VRF system or energy efficient chiller system the application in the prescribed format with all supporting documents in sealed envelope and super scribed as ‘APPLICATION FOR PRE-QUALIFICATION OF AIR-CONDITIONING CONSULTANT FOR REPLACEMENT OF EXISTING 480 HP VRF BY ENERGY EFFICIENT VRF SYSTEM/ ENERGY EFFICIENT CHILLER SYSTEM AT SBI, LHO, BHOPAL shall be submitted at the office of The Assistant General Manager, Premises & Estate Department, Local Head Office, Bhopal – 462011 on or before 05.03.2024. The applications so received from the contractors shall be examined and evaluated by a Committee in the SBI.

11. The prequalification criteria mentioned above is minimum. Thus, the pre-qualification of HVAC consultant shall be considered by the SBI purely on merits, performance of the consultant in timely execution of the project with quality, feedback / confidential reports of the firms/applicant received from other employers etc. Hence, merely fulfilling the prescribed minimum prequalification criteria shall not entitle the consultant for their empanelment with the SBI.

12. Canvassing in any form including bringing influence from any person/agency/Officials/authorities shall lead to disqualification for the empanelment exercise.

13. Online tender will be invited by the Bank from those qualified consultant, who will be qualified for the above work considering eligibility criteria. Consultant must have valid digital signature for quoting online price bid as advised by Bank’s approved e-procurement agency.

14. The SBI reserves the right to accept or reject any or all the applications without assigning any reason thereof and no correspondence will be entertained in this regard.

15. Applicants should have experience in having successfully completed similar works of value as prescribed in for Government/ Semi-Government/ PSUs/ PSBs/ Financial Institutions/ reputed MNCs

during the last 7 years ending on 31.12.2023. **The information must be supported with the copies of Work Order, Satisfactory Completion Certificate from the Client, /Form 26 AS etc.**

- A. The educational Qualification and relevant experience of the consultants engaged by the HVAC Consultant shall be as under.
- B. The educational Qualification and relevant experience of the HVAC Consultants shall be as under.
  - The lead member/members of consultancy organization must possess preferably the following educational background. The association of the employees with organization for at least seven (7) years is necessary. or
  - They should have bachelor degree in Electrical/Mechanical Engineering from a reputed Institution or university or
  - Master's degree in the field of renewable energy or any allied branch of electrical engineering from a reputed institution or university or
  - Ph.D. in field of Renewable Energy / Energy Conservation/ any allied branch of electrical engineering from a reputed institution or university
- C. The HVAC Consultant should preferably have in house team of Consultants/Engineers for carrying out the services such as Air-conditioning works etc. In case the HVAC Consultant proposes to sublet these activities they should furnish the details of such Consultants with prior permission of Bank required. Having the above experience & educational requirements are to be furnished.

**The application not meeting any of the above minimum eligibility criteria will summarily be rejected without further communication in this regard.**

- (i) The applicant must submit sufficient documentary evidence/work completion certificates etc. meeting the above-mentioned criteria from the Govt./Semi-Govt./PSUs/Banks/Government Financial Institutions/reputed MNCs during last 7 years ending on 31.12.2023
- (ii) The applicant should be bona-fide resourceful and well experienced Architect/Electrical Consultant/agency/firm registered / empaneled with Banks/ PWD/ CPWD/ MES/ RLY/ PSUs/ Insurance Companies/ Reputed Institutions/Reputed private firms & IT Companies.

- (iii) The applicant should not have been disqualified / debarred / terminated on account of poor or unsatisfactory performance / blacklisted from any Government, Semi-government, PSU, Banks or any other organizations including any of the Offices/Branch of State Bank of India during last 7 years as on the date of publication of this notice. A suitable declaration to be submitted on the Letter Head of the Firm duly signed by the vendor/ Authorized Signatory. The application of disqualified/debarred/blacklisted/terminated agency/firm on account of poor or unsatisfactory performance shall be summarily rejected.
- (iv) SBI may choose to carry out physical inspection of works mentioned by the applicants in their application forms, in addition to calling for confidential reports from the respective employer/client/department to ascertain their capability and quality of works.
- (v) The performance of HVAC Consultants shall be reviewed by the SBI periodically and the HVAC Consultants with unsatisfactory performance and also **those who do not respond to queries without any valid reasons shall be removed from the panel without notice and no correspondence will be entertained in this regard.**
- (vi) The applicant should have sufficient number of technical and administrative employees for proper execution of the contract.
- (vii) Applicants shall read the enclosed draft agreement between the Bank and Architect/Electrical Consultant, Fee structure and sign every page of the agreement as token of acceptance and submit along with application.
- (viii) The applicant is required to furnish their PAN No, GST Registration details of firm etc. along with supporting documents.
- (ix) Preference will be given to those HVAC Consultants who have history of timely completion of works/projects taken up by them during the last 7 years (as on 31.12.2023). The HVAC Consultants prone to delay the projects without valid reasons may be disqualified by the SBI within its sole discretion.



- (x) For assessing the Annual Turnover of the last 3 years, Architect/Electrical Consultant must submit valid documents viz. copy of Income Tax Return, copies of IT assessment order, Profit & Loss Account and Audited Balance Sheet for the last 3 years.
- (xi) The applicant shall agree to obtain the confidential report from the clients of the applicant HVAC Consultants, to obtain credit opinion from the Bankers and to verify the work executed by the Architect/Electrical Consultants. The applicant shall make necessary arrangements for the same.
- (xii) All the pages of application shall be duly signed with stamp of firm by the HVAC Consultants, else their application shall be summarily rejected.
- (xiii) All the details must be incorporated in the application form downloaded from the State Bank of India's website. Incomplete applications / not fully filled form will be rejected.
- (xiv) The eligible and interested firm/agencies/parties shall download prescribed application form and other details from our website
- (xv) Calling of competitive online tenders from OEM (Original Equipment Manufacturer) in consultation with SBI including preparation of detailed estimates, draft tenders and preparation of panel of contractors etc.
- (xvi) Assisting SBI for pre-qualification of contractors/vendors by following elaborate procedure / norms laid-down by Bank/ CVC guidelines.
- (xvii) 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.
- (xviii) 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 for its records.
- (xix) Verification of running account, final bills of contractors, finalization of accounts, extra / deviated items, rate analysis, as per CVC / Bank's guidelines at site.
- (xx) During the defects liability period carrying out periodical inspection along with representatives of SBI and contractor, preparation of the list of defects list and arrange for its rectification from contractor.
- (xxi) 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.
- (xxii) Online price bid will be called from those vendor who will qualified for the above works as per Eligibility criteria.
- (xxiii) 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 workmanlike manner in all respects till its occupation within the agreed time schedule and cost by following laid down norms / procedure of SBI 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.

**Assistant General Manager (P&E)**

Signed as token of acceptance

Signature of HVAC Consultant with seal

Date:

Place:

**STATE BANK OF INDIA, PREMISES & ESTATE DEPARTMENT, LOCAL HEAD OFFICE,  
HOSHANGABAD ROAD, BHOPAL - 462011**

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EXISTING 480 HP VRF AIR-CONDITIONING SYSTEM PLANT AT STATE BANK OF INDIA, LOCAL HEAD  
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**APPLICATION FORM**  
**{TO BE SUBMITTED ON A-4 SIZE NEATLY TYPED PAPERS}**  
**(Please strike-off which is not applicable)**

1	a) Name of the Applicant/Firm/Organization	
	b) Full Postal Address of Firm	
	c) Contact Details (i) Phone No. (ii) Mobile No. (iii) Fax No. (iv) e-mail Id	..... ..... ..... .....
2	Year of Establishment  (Enclose certified copies of documents as an evidence – ENCLOSURE 'A')	
3	Constitution of Firm  (Enclose certified copies of documents as an evidence – ENCLOSURE 'B')	Sole proprietorship/ Partnership /Private Ltd. / Public Ltd. / Any other (Please specify)
4	Name of the Proprietor/ Partners/ Directors of the Organization/ Firm with Qualification.  (Enclose certified copies of documents as an evidence – ENCLOSURE 'C')	

5	Name/s of Authorized Signatory/Directors/Partners with Designation and Contact No.	
6	<p>Details of Registration with Registrar of Companies/ Registrar of Firms. Whether Partnership Firm, Company, etc. Name of Registering Authority, Date and Registration Number.</p> <p>(Enclose certified copies of documents as an evidence – ENCLOSURE 'E')</p>	
7	<p>Whether registered with Govt./Semi Govt/Banks/CPWD/Municipal Authorities or any other Public Organization and if so, in which class and since when?</p> <p>(Enclose certified copies of documents as an evidence – ENCLOSURE 'F')</p> <p>Name of Organization</p> <p>Category</p> <p>No. &amp; Date of Registration</p> <p>Name of Organization</p> <p>Category</p> <p>No. &amp; Date of Registration</p> <p>Name of Organization</p> <p>Category</p> <p>No. &amp; Date of Registration</p>	YES / NO
8	Number of years of experience in the field and details of work in any other field.	
9	Yearly turnover of the organization during last 3 years (year wise) audited balance sheet and Profit &	2020-21 :Rs.....

	<p>Loss A/c. (Audited) for the last 3 years certified by chartered Accountant/company Secretary to be enclosed. Minimum Average Annual financial turnover during the last 3 years, ending 31<sup>st</sup> March 2023 is Rs.10.00 lakh.</p> <p>(Enclose certified copies of documents as an evidence– ENCLOSURE 'G')</p>	<p>2021-22 :Rs.....</p> <p>2022-23 :Rs.....</p> <p><b>Average : Rs.....</b></p>
10	<p>Banker's Details</p> <p>(i) Banker's Name:</p> <p>(ii) Full Postal Address:</p> <p>(iii) Telephone No.:</p> <p>(iv) Account No.:</p> <p>(v) Type of Account:</p>	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
11	<p>Registration with Government Authorities:</p> <p>(Enclose certified copies of documents as an evidence – ENCLOSURE 'I')</p> <p>(i) Income Tax (PAN) No.</p> <p>(ii) Goods &amp; Service Tax (GST) No.</p> <p>(iii) Labour License</p> <p>(iv) ESI</p> <p>(v) EPF</p>	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
12	<p>Whether last three years IT returns filed</p> <p>(Please enclose certified copies of the I T return of 2020-21, 2021-22, 2022-23 – ENCLOSURE 'J')</p>	
13	<p>Name and value of major HVAC works completed during the Last 7 years executed &amp; completed during last 7 year in Central Govt./State/Govt./Financial</p>	<p>Please fill up enclosed <b>Annexure–III</b> &amp; enclose copies of work order and satisfactory completion certificates.</p>

	Institutions/PSUs/reputed private/multinational organizations	
14	Details of major HVAC works under execution in Central Govt./State/Govt./Financial Institutions/PSUs.	Please fill up enclosed <b>Annexure–IV</b> & enclose copies of LOI /work order / agreement
15	Details of Key Personnel Permanently employed. (i) Technical Personnel  (ii) Other Personal	Please fill up enclosed <b>Annexure–V</b> .....  .....
16	Furnish the names of 3 responsible clients/persons along with their designation, address, contact no., etc., for whose organization, you have completed the above-mentioned jobs and who will be in a position to certify about the quality as well as performance of your Organization.	Please fill up enclosed <b>Annexure–VI</b>
17	Latest Income Tax Clearance Certificate to be enclosed	
18	List of registration or empanelment with other Organizations.	
19	List of completion certificate etc. from the clients for completed/ongoing HVAC projects.	
20	Certified copies of the letter of intent for awarded of the work from Central Govt/State Govt/reputed private/multinational organizations/PSUs	
21	If the firm is not having its office in Bhopal/Indore (Madhya Pradesh), please indicate the time by which it is likely to open office in ..... with documentary evidence.(A confirmation from the firm may be obtained stating that within 3 months of award the project an proper office set will be opened in .....)	

22	Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed of during the last seven years by an arbitrator. If so, the details of such litigation are required to be submitted.	Please fill up enclosed <b>Annexure–VII</b>
23	Declaration regarding near relatives working in the State Bank of India	Please fill up enclosed <b>Annexure–VIII</b>

**DECLARATION:**

- 1) All the information furnished by me/us here above is correct to the best of my knowledge and belief.
- 2) I/We have no objection if enquiries are made about the work listed by me/ us in the accompanying sheets/ annexure.
- 3) I/We agree that the decision of SBI in selection of contractors will be final and binding to me/ us.
- 4) I/We hereby confirm that our firm/agency/company has not been disqualified / debarred / blacklisted by any Governments, Semi-governments, PSUs, and Banks including any of the Offices/Branch of State Bank of India Pan India during last 7 year from the date of application.
- 5) I/We hereby confirm that all information, particulars, copies of certificates and testimonials in connection with my/our empanelment are correct and genuine. I am / We are, therefore, liable to face appropriate actions as deemed fit by the SBI in the event of any of the information, particulars, copies of certificates and testimonials are not found correct and genuine. I/We have read the instructions appended to the proforma and I/we understand that if any false information is detected at a later date, the empanelment shall be cancelled at the discretion of the SBI.

**PLACE :**

**DATE :**

**SIGNATURE OF HVAC CONSULTANT**

**NAME & DESIGNATION**

**SEAL OF ORGANISATION**

**ANNEXURE – III**

**LIST OF MAJOR HVAC WORKS EXECUTED AND COMPLETED IN CENTRAL GOVT./STATE  
GOVT./FINANCIAL INSTITUTIONS/PSUs DURING LAST 7 YEARS**

(Enclose supporting documents i.e. Work order and Satisfactory Completion Certificate Obtained from the  
Clients)

SATISFACTORY COMPLETION CERTIFICATE IS MUST

S. No.	Name of Work	Work executed for (Name of the Organization with Brief Address of Concerned Office &Contact No.)	Nature of Work	Location of the Work with its capacity HP/TR	Actual Value of the Work	Stipulated Date / Time for Completion	Actual Date / Time for Completion	If Work Left Incomplete or Terminated (Furnish reasons)

*(Add separate sheet if required)*

Note:

1. Information has to be filled up specifically in this format.
2. For certificates, the issuing authority shall not be less than an Executive in charge.

Name of Authorized Signatory

Sign & seal of the applicant



**ANNEXURE – IV****LIST OF MAJOR HVAC WORKS UNDER EXECUTION**

(Enclose Copies of Work Orders Issued by Clients)

S. No.	Name of Work	Work being executed for (Name of the Organization with Brief Address of concerned office & Contact No.)	Nature of Work	Location of the Work with its capacity HP/TR	Actual Value of the Work	Date of Commencement	Likely Date of Completion	If Work Left Incomplete or Terminated (Furnish reasons)

*(Add separate sheet if required)*

Note:

1. Information has to be filled up specifically in this format.

Name of Authorized Signatory

Sign & seal of the applicant

**ANNEXURE – V**

**DETAILS OF KEY PERSONNEL (PERMANENT EMPLOYEE), GIVING DETAILS ABOUT THEIR  
TECHNICAL QUALIFICATION & EXPERIENCE**

S. No.	Name	Qualification	Experience	Particulars of Work Done	Employed in Your Firm Since	Any Other Information

*(Add  
separate  
sheet if  
required)*

Notes:  
1.

Information has to be filled up specifically in this format.

2. Indicate other points, if any, to show your technical competence to indicate any important point in your favour.

Name of Authorized Signatory

Sign & seal of the applicant

**ANNEXURE – VI**

**DETAILS OF THREE RESPONSIBLE CLIENTS / PERSONS TO WHOM THE MAJOR WORKS CARRIED OUT BY THE APPLICANT**

S. No.	Name of the Official	Organization & Address	Contact Numbers	E-mail ID

*(Add separate sheet if required)*

**Notes:**

1. Information has to be filled up specifically in this format.
2. Indicate other points, if any, to show your technical competence to indicate any important point in your favour.

Name of Authorized Signatory

Sign & seal of the applicant

**ANNEXURE – VII**

**DETAILS OF LITIGATION / ARBITRATION CASES RESULTING FROM THE CONTRACTS EXECUTED  
IN THE LAST SEVEN YEARS OR CURRENTLY UNDER EXECUTION**

Year	Award for or against Applicant	Name of Client	Cause of Litigation and Matter of Dispute	Disputed Amount	Actual Awarded Amount

*(Add separate sheet if required)*

Notes:

1. Information has to be filled up specifically in this format.
2. Indicate other points, if any, to show your technical competence to indicate any important point in your favour.

Name of Authorized Signatory

Sign & seal of the applicant

**ANNEXURE –VIII**

**DECLARATION REGARDING NEAR RELATIVES WORKING IN THE STATE BANK OF INDIA**

Name of Bank Staff Related to Applicant	Designation	Office/Branch & Place of Posting	Relation with the Applicant

*(Add separate sheet if required)*

**Notes:**

1. Information has to be filled up specifically in this format.
2. Indicate other points, if any, to show your technical competence to indicate any important point in your favour.

Name of Authorized Signatory

Sign & seal of the applicant

## CHECK LIST

*(Please tick whichever applicable)*

<b>SR. NO.</b>	<b>PARTICULARS</b>	<b>SUBMITTED (Y or N)</b>
1	Application Form (All pages filled in, signed and stamped)	
2	Enclosure A	
3	Enclosure B	
4	Enclosure C	
5	Enclosure D	
6	Enclosure E	
7	Enclosure F	
8	Enclosure G	
9	Enclosure H	
10	Enclosure I	
11	Enclosure J	
12	Annexure – I	
13	Annexure –II	
14	Annexure –III	
15	Annexure –IV	
16	Annexure –V	
17	Annexure -VI	
18	Annexure- VII	
19	Annexure- VIII	

### **SCOPE OF WORK & TIME SCHEDULE**

a)

S.No.	Submission	Completion time
1	Execution of agreement & site visit of centralized HVAC plant (VRF or and building floors for heat load study	Within <b>two weeks</b> from the date of receipt of work order.
2	<p>Submission of Detailed technical report with following parameters</p> <p>Site feasibility report/survey after assessment of all factors like energy efficiency, feasibility of replacement existing VRF system, feasibility of installation of new energy efficient chiller system considering all its allied works like chiller room, cooling tower, AHU rooms, Ducting etc suited as per present site condition.</p> <ul style="list-style-type: none"> <li>a) Floor wise air-conditioning requirement as per heat load study and other technical parameters.</li> <li>b) Details of energy efficient VRF system/ energy efficient chiller plant capacity requirements</li> <li>c) Details of per ton power consumed by existing plant and per ton power to be consumed by proposed energy efficient chiller plant and similar for VRF air-conditioners</li> <li>d) Details of equipment to be replaced in compatibility with energy efficient VRF system/ chiller plant ( e.g chilled water pump, condensate water pump, AHU motor, cooling tower fan motor, cooling tower material, chilled water &amp; condensate water pipe line, valve, VVVF drives and existing HVAC duct etc.)</li> <li>e) Feasibility of building Management System (BMS) .</li> </ul>	Within <b>three weeks</b> from the date of execution of agreement/ work order acceptance.

	<p>f) Total expenditure required for above work and any other allied work (Project cost) for both work.</p> <p>(i) Replacement of existing VRF system by latest energy efficient VRF system</p> <p>(ii) Replacement of existing VRF system by latest energy efficient chiller system.</p> <p>g) Total project completion time from date of award of work ( e.g approval of drawings, manufacturing &amp; delivery time, installation and commissioning time)</p>	
3	Submission of Drawings and Draft tender documents with detailed technical specifications complete in all respect.	Within <b>2 (two) weeks</b> from the date of receipt of approval for expenditure from the Bank
4	Submission of comparative statement after invitation tenders	Within <b>2 (two) weeks</b> 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 <b>fortnight</b> 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 <b>two weeks</b> from date of receipt of letter



### **TECHNICAL SCORING PARAMETERS THEIR WEIGHTAGE**

The detailed list and marks assigned to each parameter is as under:

Sr No	Parameter	Maximum Marks
1	<p>Experience of the firm for similar works</p> <p>i) up to 5 yrs = 5 marks,</p> <p>ii) More than 5 yrs and up to 15 yrs= 10 marks,</p> <p>iii) More than 15 yrs and up to 20 yrs= 20 marks,</p>	20
2	<p>Experience in installation of Three similar completed projects each of capacity of energy efficient VRF air-conditioners not less than 40 % of 500 HP (i.e 200 HP each work) or 40% of 500 TR capacity of energy efficient chiller plant (i.e 200 TR each work)</p> <p>Experience in installation of VRF/ new centralized chilled based HVAC plant in new building project : 10 Marks</p> <p>Experience for replacement of VRF/ centralized chilled based HVAC plant in existing building (Retrofitting project) : 20 Marks</p>	20
3	<p>Maximum capacity Project of any single project handled,</p> <p>Minimum one or two project minimum 80% of 500 HP VRF/ 500Tr chiller plant = 05 marks</p> <p>Minimum three project 80% of 500 HP VRF/ 500Tr chiller plant =10 marks</p> <p>Minimum five projects but not less than capacity 80% of 500 HP VRF/500 Tr chiller plant =20 marks</p> <p>in the last 7 years as on 31.12.2023 for Public Sector Organization / Public Sector Bank / Central Government Department /reputed private/multinational organizations etc</p>	20

4	<p>Experience with PSUs / Banks/ Central Govt/ state Govt</p> <p>a) PSUs / other Banks/central Govt/State Govt : 5 Marks</p> <p>b) SBI : 10 marks</p>	10
5	<p>Having Local Office at Madhya Pradesh.</p> <p>i) No office : 0 marks</p> <p>ii) Full fledged office : 10 marks</p>	10
6	<p>Feedback from client Time</p> <p>a) No response within 7 days (0 Marks)</p> <p>b) Response with positive feedback (10 Marks)</p>	10
7	<p>Accredited HVAC Consultant with ISHRAE member ship</p> <p>i) ISHRAE membership : 10 marks</p> <p>ii) No ISHRAE membership : 00 marks</p>	10
		<b>100</b>

## 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 **SBI, LHO, BHOPAL** 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 through SBI, LHO, BHOPAL in regard to ... (hereinafter called “the said work”)

Whereas the Employer intends to construct it's .....at..... and whereas the firm as HVAC CONSULTANTS for the said ..... (Hereinafter called the ‘said works’) and whereas the Employer is desirous of appointing 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 appointment 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. Invited applications through prequalification dated..... for appointment of HVAC Consultant for replacement of existing 480 HP VRF Air-conditioning System plant at SBI, LHO, Hoshnagabad Road, Bhopal 462011 and the consultant was shortlisted for the same,

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 appointment 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.

### **3. Transfer of Interests:**

(i) The HVAC CONSULTANT shall not assign, sublet or transfer their interest in this agreement, without the prior written consent 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.

### **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.	1/2th (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 appointment 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 pay such fees, which is at discretion of the Bank, required to be paid at the time of termination.

**Additional terms & conditions**

**1. Termination Clause**

- (a) SBI shall be at liberty to terminate the contract by issuing one month's notice to the contractor without assigning any reason whatsoever. Bank shall not pay any claim /compensation by Contractor for such termination of Contract.
- (b) Without prejudice to what is contained hereinabove, the SBI shall, at its sole and absolute discretion, be entitled to terminate this agreement immediately by written notice without assigning any reason(s) and without payment of any compensation, if:
  - I. In the opinion of the SBI (which shall not be called in question by the contractor and shall be binding on the contractor), the contractor fails or refuses to implement this agreement to the Bank's satisfaction. And/ or
  - II. The contractor commits a breach of any terms and conditions of this agreement. And /or
  - III. or any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement. And/or
  - IV. There is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the bank to such variation. And/ or
  - V. If any receiver/ liquidator is appointed in connection with the business of contractor or contractor transfers substantial assets in favour of its creditors or any orders/directions are issued by any

- authority/regulator which has the effect of suspension of the business of the contractor. And/ or
- VI. If Contractor applies to the court or passes a resolution of the voluntary winding up of or any other creditor/ person files a petition for winding up or dissolution of contractor. And/ or
  - VII. If any acts of commission or omission on the part of the contractor or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the bank tantamount to fraud or prejudicial to the interest of the society or its employee(s). And/ or
  - VIII. Any document, information, data or statement submitted by the contractor in response to tender, based on which the service provider was considered eligible or successful, is found to be false, incorrect or misleading. And/ or
  - IX. The Bank may, at any time, terminate the contract by giving written notice to the selected contractor, if the selected agency 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 selected agency, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank. And/ or
  - X. The Contractor is involved in wrongful billing. In addition hereto wrongful billing shall also result in the contractor being debarred from participating in any other tender of the Bank. And/ or
  - XI. For any reason whatsoever, the Contractor becomes disentitled in law to perform his obligations under this agreement. And/ or
  - XII. If any charge sheet is filed against the agency/company or the contractor is convicted by a criminal court on the grounds of moral turpitude.
  - XIII. If the contract is terminated under any termination clause, the Contractor shall handover all documents/executable/Bank's data or any other relevant information to the bank in timely manner and in proper format as per scope of the Tender and shall also support the orderly transition to another vendor or to the Bank. And/ or
  - XIV. The Bank's right to terminate the services will be in addition to the penalties/liquidated damages and other actions as deemed fit.
- (c) In the event of termination of this agreement for any reason whatsoever, the contractor/ or persons employed by him or his/ her agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise and the Bank shall be at liberty to rearrange the work through other agencies at Contractor's risk, cost and consequences and under such circumstances, the security deposit paid by the contractor shall stand forfeited, besides any other action deemed fit including de-paneling the contractor or debarring them in future tendering process.
  - (d) As regards unsatisfactory performance or non-compliance with any of the terms and conditions of the contract by the contractor or abandoning the work, SBI shall have the right to terminate the contract as aforementioned and rearrange the work through other agencies at Contractor's risk, cost and consequences and under such circumstances, the security deposit paid by the contractor shall stand forfeited, besides any other action deemed fit including de-paneling the contractor or debarring them in future tendering process.

## 2. Disputes

Any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein, or breach, termination, invalidity or interpretations thereof shall lie within the jurisdiction of the District Court at Bhopal.

## 3. Indemnity



Contractor undertakes, accepts and admits absolute and complete responsibility for the service conditions, claims, damages and other compensations of the personnel enrolled by him and will be liable for and unequivocally assume responsibility for due compliance with all the requirements of all statutory obligations, duties and liabilities (including insurance) and to pay all such claims, costs, damages, expenses, fines, penalties and compensation which may arise out of any claim, suit or prosecution for contravention thereof. The contractor shall indemnify and keep the Bank indemnified from and against all such claims, demands, costs, charges, fines or penalties and compensations etc. if any as aforesaid. The Contractor's obligations with respect to indemnity will survive the expiry or termination of this agreement for whatever reason.

#### **4. Confidentiality**

The Contractor shall not disclose directly or indirectly any information, materials and details of the State Bank of India's infrastructure / systems/ equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the State Bank of India (SBI). The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

#### **5. Labour Laws:**

The contractor shall strictly adhere to all prevailing/extant labour laws including of contract labour (Regulation and Abolition Act, 1970) and other safety regulations. The contractors shall comply with the provision of all labour legislation including the latest requirements of all the laws, directions and guidelines that are applicable for carrying out the work, including without limitation, the following:

- Minimum Wages Act, 1948
- Payment of Wages Act 1936
- Workmen's Compensation Act 1923 (Amended), as applicable
- Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971
- Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- Employees State Insurance Corporation Act
- Any other Acts Central or States, that may be applicable or by law or enactment relating thereto and rules framed there under from time to time.

The contractor shall be liable to pay all such sum, or sums that may become payable as contribution, compensation, penalty, fine or otherwise, which the provision of the said acts, to or on behalf of any workmen employed by the contractor by an authority empowered under the relevant Act.

#### **6. Insurance:**

The contractor shall arrange and pay for policy under the Public Liability Insurance Act, 1991 and insure and keep insured all materials which are or have been declared to be hazardous under the notifications issued or that may be issued from time to time under the above said Act or any Rule framed there under and which are used by the Contractor during the course of the housekeeping services under these presents.

Contractor shall obtain adequate Insurance Policy in respect of his workmen engaged for the service towards meeting the Liability of Compensation arising out of death, injury / disablement at work etc. and shall regularly and punctually pay each and every premium as and when the same shall become due during the currency of these presents

1.

2.

Signature of Managing Partner

Signed and delivered for and on behalf of The State Bank of India by 1.

#### **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 appointment of HVAC CONSULTANT for replacement of existing 480 HP VRF system by energy efficient VRF AC or energy efficient chiller system at SBI, LHO, Bhopal."**

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 SBIIMS.

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.

xi) 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.

### **FORMAT OF FORWARDING LETTER**

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

*Assistant General Manager (P&E),  
State Bank of India,  
Local Head Office,  
Hoshangabad Road,  
Bhopal*

Dear Sir,

**APPLICATION FOR PRE-QUALIFICATION OF HVAC CONSULTANT FOR  
REPLACEMENT OF 480 HP VRF AC PLANT BY ENERGY EFFICIENT VRF AC OR  
ENERGY EFFICIENT CHILLER SYSTEM PLANT AT SBI , LHO, BHOPAL**

- I / We refer to the tender notice issued by you for appointment 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 VRF/ Chiller system.

Yours faithfully,

Signature .....

Designation .....

Name of Partner

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