



**NABARD**

**National Bank for Agriculture and Rural Development**

Madhya Pradesh Regional Office, E-5, Arera Colony, Bhopal

**Tender for Selection of Structural / Project Management Consultant (PMC)  
for External and Internal Structural Repair & Renovation Works of Office  
Building and Buildings in Residential Colonies of NABARD in Bhopal**

**C O N T E N T S**

Sl. No.	DESCRIPTION	Page Nos.	
		From	To
<b>A.</b>	<b>PART - I : PRE-QUALIFICATION BID</b>	<b>3</b>	<b>42</b>
1	Notice for Inviting Quotation	4	5
2	Annexure I : Form of Tender	6	6
3	Annexure II : Terms and Conditions	7	25
4	Annexure III : Articles of Agreement	26	27
5	Annexure IV : Pre-Qualification Application	28	38
<b>B.</b>	<b>PART - II : FINANCIAL BID</b>	<b>39</b>	<b>42</b>
6	Annexure V : Financial Bid	39	42

**Note :**

- The Technical / PQ bid and Financial Bid should be put in separate envelopes super scribed as PQ bid and Financial bid respectively and sealed.
- Any PQ bid with incomplete information will be rejected.
- The Financial Bid of only those who qualify in terms of eligibility criteria will be opened.

TENDER SUBMITTED BY :

M/S \_\_\_\_\_

\_\_\_\_\_

Tel \_\_\_\_\_

Mobile \_\_\_\_\_

,----- BLANK -----

# PART I (TECHNICAL/PQ BID)

*(To be submitted in separate sealed cover,  
FIRST ENVELOPE)*

## TECHNICAL / PQ BID DOCUMENT



**NABARD**

<b>Tender for Selection of Structural / Project Management Consultant (PMC) for External and Internal Structural Repair &amp; Renovation Works of Office Building and Buildings in Residential Colonies of NABARD in Bhopal</b>	
Last Date of submission of PQ Bids	Till 15:00 hrs. on 28-12-2017
Date of Opening of PQ bid	At 16:00 hrs on 28-12-2017
Venue for Submission and Opening of PQ bid	DPSP (Department of Premises, Security and Procurement), NABARD, Madhya Pradesh Regional Office, E-5, Arera Colony, Bhopal – 462 016

**Note :**

- Technical/PQ bid and the Financial bid should be enclosed in separate sealed envelopes, super-scribing “Technical/PQ bid” and “Financial bid” respectively thereon. The two sealed envelopes shall be put in a third sealed envelope super-scribing " Tender for PMC for Structural Repair & Renovation Works of Office Building and Buildings in Residential Colonies of NABARD " and deposited in the tender box.
- Any PQ bid with incomplete information will be rejected.
- The Financial Bid of only those who qualify in terms of eligibility criteria will be opened.

Signature of the Consultant or Authorised Signatory

## NOTICE INVITING TENDER

Ref. No. NB.MPRO.DPSP/3568/ Structural Repair-Renovation /2017-18 Date : 30-11-2017

M/s.

Dear Sir

### **Tender for Selection of Structural / Project Management Consultant (PMC) for External and Internal Structural Repair & Renovation Works of Office Building and Buildings in Residential Colonies of NABARD in Bhopal**

The National Bank for Agriculture and Rural Development (NABARD) invites applications under "Two Bid System" on prescribed forms from reputed Consultants / Agencies for rendering services pertaining to Construction Project Management & Supervision (Project Management Consultant – PMC) for Civil engineering / Structural Repair & Renovation Works of its Office Building and Building in Residential Colonies in Bhopal. Brief description of the projects and tentative cost of projects are mentioned **Annexure-V**. Applicants are requested to submit their offer in sealed envelope for the aforesaid work as per terms and conditions and other requirements as mentioned more specifically elsewhere in this tender document.

2. Application for tender document shall be accompanied by a DD/ Pay Order of Rs. 2000/- (Rupees Two Thousand only) payable to NABARD, BHOPAL towards the cost of tender document. The tender documents requested for will be issued by Hand on payment of the aforesaid sum which will not be refunded under any circumstances. The tender document can be obtained from the DPSP, NABARD, Madhya Pradesh Regional Office, Bhopal during working hours only. The tender documents can also be downloaded from our web site [www.nabard.org](http://www.nabard.org) from the link under "Tenders". In case the tender document is downloaded from NABARD's website, the tenderer will have to deposit the tender cost of Rs.2000.00 only (Rs. Two Thousand only) in the form of DD / Pay order payable to NABARD, BHOPAL. No other mode of payment is acceptable.

3. Properly filled Tenders shall be submitted, duly furnishing all the required information superscribing as " **Tender for PMC for Structural Repair & Renovation Works of Office Building and Buildings in Residential Colonies of NABARD** " and should be addressed to "Shri KR Rao, Chief General Manager, NABARD, Madhya Pradesh Regional Office, E-5, Arera Colony, Bhopal ", so as to reach his office latest by 15:00 hrs. on 28-12-2017 . The tenders shall be submitted in 'Original' to the Bank. Tenders received later than the time and date prescribed, on account of any reason whatsoever as also telegraphic and Faxed tenders shall not be considered.

4. The sealed Tenders (Part-I : PQ Bids) shall be opened at 16:00 hrs. on 28-12-2017 in the presence of bidders / their authorized representatives, who choose to be present.

5. The bids shall be accepted only in respect of those bidders whose tenders are in line with the requirements as per NIT, terms & conditions of the tender document and if the same is acceptable

to the Employer. Any conditional offer will not be accepted. The decision of the Employer in this regard shall be binding on the bidders and not open to question or appeals.

6. Both the prospective vendors / bidders and NABARD shall avoid all forms of corruption by following a system that is fair, transparent and free and not to exercise any corrupt influence on any aspect of the contract from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into. Neither side will pay, offer, demand or accept bribes; collude with competitors to obtain the contract; or engage in such abuses while executing the contract.

7. The Bank reserves the right to accept any or reject all the applications without assigning any reasons therefor.

8. For any clarifications, you may contact DPSP, NABARD, Madhya Pradesh Regional Office, E-5, Arera Colony, Bhopal ( Phone : 0755-2433321) or by sending e-mail at [bhopal@nabard.org](mailto:bhopal@nabard.org)

Yours faithfully

(MI Khan)  
Deputy General Manager

Encl. As above

**ANNEXURE I**  
**FORM OF TENDER**

The Chief General Manager  
National Bank for Agriculture and Rural Development (NABARD)  
Madhya Pradesh Regional Office,  
E-5, Arera Colony, Bhopal 462016

Dear Sir

**Tender for selection of Structural / Project Management Consultant (PMC) for External and Internal Structural Repair & Renovation Works of Office Building and Buildings in Residential Colonies of NABARD in Bhopal**

I/We have read and understood the Notice Inviting tender and contents in the tender document such as Eligibility criteria of applicants, Instructions to the applicants, Services to be rendered by the Consultant, Terms and Conditions of Consultancy, instructions etc. I/We do hereby declare that the information furnished by me/us in the in the tender documents are correct to the best of my/our knowledge and belief.

Our Banker's 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 or person having Power of  
Attorney to sign the contract  
(certified copy of the Power of  
Attorney should be attached).

- I)
- II)

Yours faithfully

Signature & Seal

Place  
Date

## **ANNEXURE - II**

### **Terms and Conditions**

#### **A. Eligibility Criteria of the applicants**

The Firm/Company:-

1. Should have minimum 7 year experience of rendering services pertaining to Construction Project Management & Supervision (Project Management Consultant – PMC) for successful completion of Structural / Civil, Electrical & Interior works of Office and Residential Buildings for Government / Semi Government/ Reputed corporate clients. It is clarified that the agency shall have sufficient experience in carrying out Project Management & Supervision (Project Management Consultant – PMC) for structural repairs to columns, beams and slabs. Experience in other civil repairs like masonry, plaster, flooring, tiling etc. alone shall not be considered.
2. Should have successfully completed Construction Project Management & Supervision (Project Management Consultant – PMC) work for similar works in last 5 Financial Years. The value of the works managed/supervised as PMC should be : at least three similar works of value individually not less than Rs. 110 lakh OR two similar works whose value individually is not less than Rs. 140 lakh OR one similar work whose value is not less than Rs. 215 lakh. Proper documentary proof in support of satisfactory completion of the works in the form of letter of award, Completion certificate from the clients indicating the date of commencement, date of completion & estimated & actual cost of execution of the work should be provided otherwise (in the absence of which) it may be treated that they have not completed such works.
3. Should have services of Licensed Structural Engineer registered with appropriate authority.
4. Should submit audited balance sheets / P&L account and Income Tax clearance certificates for the last 3 financial years. The firm should be a profit making entity for the past 3 years.

#### **B. Instructions to the applicants**

1. In deciding the selection of a Consultant, great emphasis will be given on the ability and competence of applicants to render required services within the specified time frame.
2. Applications containing false and/or incomplete information are liable for rejection.
3. Both the prospective vendors / bidders and NABARD shall avoid all forms of corruption by following a system that is fair, transparent and free and not to exercise any corrupt influence on any aspect of the contract from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into. Neither side will pay, offer, demand or accept bribes; collude with competitors to obtain the contract; or engage in such abuses while executing the contract.
4. The applicant must have qualified and experienced professionals in the respective discipline. For the project. the consultant should have a separate in-house team of professionals consists of at least an experienced/qualified Consultant and a Quantity Surveyor for designing, preparation of drawings, preparation of BoQ and tender documents. Besides the site staff to be

deputed as mentioned in the PQ Bid the para on Scope of work, to take-up the projects independently and smoothly within the time schedule.

5. The Consultant shall depute sufficient number of technical personnel in a project for daily supervision, monitoring, quality control and measurements to ensure smooth progress of the project as scheduled. Out of the technical personnel one should be preferably graduate in Consultancy / Civil Engineering.

6. "JVs/ Consortiums/ MOUs shall not be considered."

7. The fees/charges for rendering the services as per scope of work shall be quoted by the applicant in Annexure V.

8. Decision of the Bank in regard to determining the selection of the applicant/ Consultants shall be final. The Bank is not bound to assign any reasons therefor and reserve the right to reject any or all offers.

9. In case of any dispute regarding interpretation of any of the Special Condition of Contract, decision of the Chief General Manager (DPSP), NABARD, HO Mumbai will be final and binding on the consultant/s.

10. Before quoting, the Bidder shall inspect the site, to fully acquaint himself about the condition in regard to accessibility of the site, working condition of site and locality including installations of tools and plants (T&P) etc., conditions affecting accommodations and movement of personnel etc. required for the satisfactory execution of the work contract. The Consultant shall visit and inspect the site and shall make his own assessment about the projects. No claim whatsoever on such account shall be entertained by the Employer in any circumstances.

11. **A pre-bid meeting is arranged on 20-12-2017 (1500 hrs)** at NABARD, Madhya Pradesh Regional Office, Bhopal to address the doubts/queries of bidders. Intending bidders may attend the pre-bid meeting.

12. All PQ bid papers annexed along with the "**Tender for Project Management Consultant (PMC) for Structural Repair & Renovation Works of Office Building and Buildings in Residential Colonies of NABARD**" document should be **serially numbered on the top right hand corner** of every page.

13. Tenders should be on the specified form (Non-transferable) which may be either downloaded from our website [www.nabard.org](http://www.nabard.org) or collected from under-mentioned address till 28-12-2017 and submit the completed document along with necessary papers in prescribed proforma **on or before 28-12-2017 by 1500 hrs to**, Chief General Manager, NABARD, E-5, Arera Colony, Bhopal Tenders should be submitted super-scribed with the name of the work, date and time of opening on the envelope. They will be received up to **1500 hrs on 28-12-2017** and will be opened on the same day at **16:00 hrs** in the presence of bidders who choose to be present.

14. All pages of the PQ/Technical bid document should be duly signed and stamped by the authorised signatory of the applicant. The applicant should submit all requisite documents in support of information furnished in the Technical/PQ Bid document and should be attested by an authority competent to attest the documents. Failure to attach attested copies may lead to disqualification of the bidder.

15. Bidder should attach required proofs (Photocopies) for the eligibility in support of works of similar nature, for a minimum value as indicated in Technical Bid should also be submitted.

16. The Consultant will be selected according to the lowest among scale of fees quoted by the bidders as percentage (%) of project cost. For comparison, numerical value of the fees against the value may be calculated by converting the percentage fees into values with respect to the approximate cost of the project.



17. The employer (NABARD) does not bind itself to accept the lowest or any TENDER, and NABARD reserves its right of accepting the whole or any part of the TENDER and the Bidder shall be bound to perform the same at the rate quoted.
18. **Technical/PQ bid and the Financial bid should be enclosed in separate sealed envelopes**, super-scribing "Technical/PQ bid" and "Financial bid" **respectively thereon. The above said** two sealed envelopes shall be put in a third sealed envelope super-scribing " Tender for PMC for Structural Repair & Renovation Works of Office Building and Buildings in Residential Colonies of NABARD " **and deposited in the tender box allotted for the purpose.**
19. TENDER submitted shall remain **valid for 120 days** from the date of opening for the purpose of acceptance and award of work, validity beyond 120 days from the date of opening shall be by mutual consent.
20. The Bidder shall quote rates both in figures and words. On check if there are differences between the rates quoted by the Bidder in words and in figures, the rates in words will be considered as final.
21. Except writing rates and amounts, the Bidder should not write any conditions or make any changes, additions, alterations and modifications in the printed form of Tenders. No conditional rebate will be accepted.
22. **The tender document should be submitted in original.** Tender document not submitted in original will be treated as invalid and rejected. The applicant should submit complete set of documents in support of information furnished in the Bid document.
23. The Bidder will not be permitted to quote for works in NABARD where a relative is posted.
24. Canvassing in connection with the Tenders is prohibited and the Tenders submitted by the consultant who resorts to canvassing are liable for rejection.
25. As all the buildings are old, NABARD may not be able to provide all DATA, Drawings & Documents related to the buildings. However the data available with us shall be made available to the consultant. All the necessary works related to the Job component shall be under the scope of the party.

## C. GENERAL CONDITIONS OF CONTRACT

### C.1 Definitions

1. **"The Contract"** means the documents forming the tender and acceptance thereof and the formal agreement executed between NABARD and the Consultant, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from by the Employer from time to time and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another. In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.
2. **NABARD / Employer** means NABARD having its Registered & Corporate Office at C-24, G Block, BKC, Bandra East, Mumbai 400 051 and includes its representatives, successors and assigns.
3. **Corporate Office** means the Corporate Office of NABARD and includes any other offices as prescribed by NABARD from time to time for that purpose.
4. **Sanctioning Authority** means authority nominated to exercise power of approval, sanction and acceptance concerning administrative, financial and technical aspects of transactions done on behalf of NABARD.

5. **Employer** means NABARD and includes its representatives, successors and assigns.
6. **Banks Representative** means Representative appointed by the Employer as their representative to give instructions and supervise the work of the consultant/contractor at site.
7. **The Consultant or Project Management Consultant (PMC) or Consultants** means the firm or agency or individual engaged by the Employer to execute the work. It shall also include their legal representative(s), successors or assigns.
8. **Contract value** means the value of the entire work as stipulated in the work order conveying acceptance of the tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.
9. **Tendered value** means the value of the entire work as stipulated in the work order.
10. **Works or work** means the consultancy work described in the “Scope of Work” and/or to be executed in accordance with the contract and includes materials, apparatus, equipment, temporary supports, fittings and things of all kinds to be provided, the obligations of the consultant hereunder and work to be done by the consultant under the contract.
11. **The Site** means the premises, into or through which work is to be executed under the contract or any adjacent premises, which may be allotted or used for the purpose of carrying out the contract.
12. **Drawings** means the Plans, Elevations, working drawings, structural drawings, or other drawings prepared by Consultant/NABARD for the work stipulated in the work order and issued to the Bank’s Representative and referred to in the specifications and any modifications of such drawings as may be issued by the Consultant/Employer/Bank’s Representative from time to time.
13. **Specifications** means the specifications referred to in the tender and any modifications thereof as may be furnished or approved by the Employer time to time.
14. **Market Rate** means the rate as decided by the Employer on the recommendations of Bank’s Representative based on the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned elsewhere to cover, all overheads and profits.
15. **Schedule(s)** referred to in these conditions mean the relevant schedule(s) annexed to the tender papers.
16. **Local Controlling Authority** means the Local Municipal Authority or any other appropriate statutory authority
17. **Month** means calendar month.
18. **Week** means seven consecutive days.
19. **Day** means a calendar day beginning and ending at 00 Hrs and 24 hrs respectively.

## **C.2 Scope and performance**

Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

## **C.3 Work to be carried out**

The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all Manpower, Materials, Tools, Plants, Tackles, Equipment and Transport which may be required in preparation of and for and in the full and entire execution and completion of the work.

#### **C.4 Sufficiency of Tender**

The Consultant shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

#### **C.5 Scope of work**

The consultant shall carry out complete and maintain the said work in every respect strictly in accordance with this contract (described at section D. Services to be rendered by the Consultant) and with the directions of and to the satisfaction of the Employer including its representative as communicated through NABARD.

#### **C.6 Location of work**

The work will be carried at NABARD, MP Regional Office Building, E- 5, Arera Colony, Bhopal and NABARD's Staff Colonies at Sector A & C, Shahpura, Bhopal. The details of the properties is as follows :

Property and its Location	Plot Area (sq m)	Built Area (sq m) /Description
Office Building, E-5, Arera Colony, Bhopal	2218.78	5820.00 / Office, Visiting Officers' Flats (VOF), Basement, Ground, Mezzanine + 4 Floors
Officers' Quarters, Sector 'A', Shahpura, Bhopal	20239.10	10481.04 / 100 Residential Units, 1 Community Hall, 4 Bungalows, Flats (G+3) : 56 Type B (7 X 8), 40 Type C (5 X 8),
Staff Quarters, Sector 'C', Shahpura, Bhopal	12141.90	4760.59 / 56 Residential Units, Flats (G+3) 40 Type D (5 X 8), 16 Type C (1 X 16)

#### **C.7 Discrepancies and Adjustment of Errors**

Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Consultant from the execution of the whole or any part of the works.

#### **C.8 Work Order**

Within the validity period of the tender, the Employer shall issue a work order by registered post or otherwise dispatching at the address of the consultant as given in the tender to enter into a contract for execution of the work as per the terms of the tender. The work order shall constitute a binding contract between the Employer and the Consultant.

#### **C.9 Contract document**

On receipt of work order from the Employer, the successful tenderer shall be bound to implement the contract and within seven days thereof, he shall sign an agreement on a non-judicial stamp paper of appropriate value. The consultant shall be furnished, one certified copy of the contract documents together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

### **C.10 Language**

The language in which the contract documents shall be drawn shall be English.

### **C.11 Security Deposit**

Retention Money/Security Deposit as given below shall be calculated @ 5% of amount against the bill. The rate of recovery of security deposit shall be @5% of the bill amount till the full security deposit is recovered. All compensations or the other sums of money payable by the consultant under the terms of this contract may be deducted from his security deposit or from any sums which may be due to or may become due to the consultant by the Employer on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions, the consultant shall within 10 days make good in Demand Draft / Banker's cheque / Pay order of a Scheduled Bank endorsed in favour of NABARD, any sum or sums which may have been deducted from his security deposit. The Security Deposit will be released on completion of Defect Liability period of the Contractors work Structural Repair, Renovation, Restoration work after submission of completion report/final fitness certificate by the consultant.

### **C.12 Materials, Appliances and Employees**

The consultant shall, at his own expense, provide all materials, required for the works and no material required for carrying out the work shall be supplied by the Employer.

### **C.13 Consultant/Agency to supply tools & plants etc.**

The consultant shall provide at his own cost all materials, plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work.

### **C.14 Protection of works and property**

The consultant shall continuously maintain adequate protection of all his work from damage and shall protect the Employer's properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss resulting due to his fault or negligence except due to causes beyond his control. He shall take adequate care and steps for protection of the other floors and adjacent properties. The consultant shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of Government and local bodies safety laws and building codes to prevent accidents, or injuries to persons or property in or adjacent to his place of work. The consultant shall take insurance covers ( **i.e. Contractor's All Risk Policy**) commensurate with the value of work assigned in the work order so as to adequately cover all risks in connection with the contract at his own cost. The policy shall be taken in joint names of the consultants and Employer.

### **C.15 Consultant's superintendence**

The consultant shall give necessary personal superintendence during the works and as long, thereafter, as the Employer may consider necessary until the expiry of the defects liability period, stated hereto. The consultant shall depute necessary technical staff for execution of work.

### **C.16 Quantities**

The rates quoted for various items shall remain valid for variation of quantity against individual item to any extent. The payment to the consultant shall be made as per the actual work executed

and quoted unit rates for individual items. The quantities in the BOQ are only indicative and may increase or decrease, however the rate quoted shall remain firm.

#### **C.17 Works to be measured**

The Bank's Representative shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract.

Recording of measurements of any item of work in the measurement book and / or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the consultant from liabilities .

#### **C.18 Certificate of payment**

Payment on account of amount admissible shall be made on certification of the Bank's Representative to which the consultant is considered entitled by way of interim payment at such rates as decided by the Bank's Representative. The amount admissible shall be paid by 30<sup>th</sup> working day after the day of certification of the bill by the Bank's Representative provided the bill is found to be in order by the Employer with no discrepancies. The Employer shall recover the statutory recoveries, other dues including the retention amount from the certificate of payment. Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided, without prejudice to the right of the Employer to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the Employer. The Running Account (R/A) payments so made shall be adjusted in the subsequent interim bill by taking detailed measurements thereof. The Bank's Representative shall have power to withhold the certificate if the work or any part thereof is not carried out to their satisfaction. NABARD shall deduct the GST or any other tax from the consultant's bill at the rate as applicable as per rules framed by concerned Govt. /local bodies from time to time. If remitted to the Government by NABARD a certificate regarding tax/duties/levies so deducted will be issued on demand by the consultant.

#### **C.19 Final Measurement**

The final bill shall be submitted by the consultant in the same manner as specified in interim running account bills within one month of issue of virtual completion certificate for the work.

#### **C.20 Work by other agencies**

The Employer reserves the rights to use premises and any portion of the site for execution of any work not included in the scope of this contract which it may desire to have carried out by other persons simultaneously and the consultant shall not only allow but also extend all reasonable facilities for the execution of such work(s). Such work(s) shall be carried out in such manners not to impede the progress of the works included in the contract.

#### **C.21 Dismantled material Employer property**

The consultant shall treat all useful materials obtained during repair/renovation of the building/premises as Employer's property and such materials shall be disposed of to the best advantage of Employer according to the instructions in writing issued by the Employer.

### **C.22 Maintenance of Registers**

The consultant shall maintain the following registers at site of work and should produce the same for inspection of the Employer whenever desired by them.

- i) Daily progress register
- ii) Site order book

The consultant shall maintain the record/ registers as required by local authorities / govt. from time to time.

### **C.23 Permits, Laws and Regulations**

Permits and licenses required for execution of the work shall be obtained by the consultant at his own expenses. The consultant shall give necessary notices and comply with the local regulations, laws, and ordinances rules, applicable for execution of work. If the consultant performs any act, which is against the local law, rules and regulations, he shall meet all the costs and consequences arising there from and shall indemnify the Employer against any legal actions arising therefrom. The rates quoted by the consultant are inclusive of obtaining such approval(s) and nothing extra beyond quoted rates shall be paid to the consultant on this account.

### **C.24 Local Laws, Acts, Regulations**

The consultant shall strictly adhere to all prevailing labour laws inclusive of contract labour (regulation and abolition act of 1970) and other safety regulations. The consultant shall comply with the provision of all labour legislation including the latest requirements of all the Acts, laws, and any other regulations that are applicable to the execution of the project.

### **C.25 Commencement of Works**

The date of commencement of the work will be reckoned as 10 days from the date of issue of work order by Employer or the first day when the consultant is handed over the site for taking up execution of the work whichever is later.

### **C.26 Time for completion**

Time is the essence of the contract and shall be strictly observed by the consultant. The completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

### **C.27 Rate of progress**

Should the rate of progress of the work or any part thereof be at any time be in the opinion of the Employer is slow, to ensure the completion of the whole of the work by the prescribed time or extended time for completion, the Employer shall thereupon take such steps as considered necessary by the Employer to expedite progress of work so as to complete the work by the prescribed time or extended time. Such actions initiated / communications from the Employer shall neither relieve the consultant from fulfilling obligations under the contract nor will he be entitled to raise any claims arising out of such directions.

### **C.28 Extension of Time**

C.28.1 If the work(s) be delayed by:

- force majeure, or
- abnormally bad weather, or
- serious loss or damage by fire, or

- civil commotion, location commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- any other causes which, in the absolute discretion of the Employer is beyond the Consultant's control.

Then upon the happening of any such event causing delay, the consultant shall immediately give notice thereof in writing to the Employer but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Employer to proceed with the works.

Request for extension of time, to be eligible for consideration, shall be made by the consultant in writing within two days of the happening of the event causing delay. The Consultant may indicate in such a request the period for which extension is desired.

C.28.2 In any such case, the Employer on the basis of recommendations of Bank's Representative will give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Consultant by the Employer in writing, within 3 days of the date of receipt of such request. Non application by the consultant for extension of time shall not be a bar for giving a fair and reasonable extension by the Employer and this shall be binding on the consultant.

### **C.29 Virtual Completion Certificate (VCC)**

Soon after the completion of the work, the Consultant shall give notice of such completion to the Employer and within 7 working days of the receipt of such notice, the Employer shall inspect the work and if there is no defect in the work, the Bank's Representative on behalf of the Employer shall furnish the consultant with a virtual completion certificate, otherwise a provisional virtual completion certificate of physical completion indicating defects (a) to be rectified by the consultant and / or (b) for which payment will be made at reduced rates, shall be issued. On successful completion of entire works covered by the contract to the full satisfaction of the Employer, the consultant shall ensure that the following works are also completed to the satisfaction of the Employer.

- Clear the site of all scaffolding, wiring, pipes, surplus materials
- Remove all rubbish, debris etc. from the site as required by the Employer.
- Shall put the Employer in undisputed custody and possession of the site.
- All defects/imperfections have been attended and rectified as pointed out by the Employer / Bank's Representative to the full satisfaction of Employer. Upon the satisfactory fulfilment by the consultant as stated above, the consultant shall be entitled to apply to the Bank's Representative for virtual completion of the work. The Bank's Representative shall within seven (7) days of the receipt of the application for virtual completion certificate (VCC), issue a VCC in respect of the work for which the VCC has been applied.

### **C.30 Suspension of work**

i) The consultant shall, on receipt of the order in writing of the Employer (whose decision shall be final and binding on the consultant) suspend the progress of works or any part thereof for such time and in such manner as the Employer / Consultant may consider necessary so as not cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons.

- On account any default on the part of the consultant, or
- For safety of the works or part thereof.

The consultant shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Employer .

### **C.31 Foreclosure of contract due to abandonment or reduction in scope of work**

If at any time after acceptance of the tender, the Employer decides to abandon or reduce the scope of the work for any reason whatsoever and does not require the whole or any part of the works to be carried out, the Employer shall give notice in writing to that effect to the consultant and the consultant shall act accordingly in the matter. The consultant shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

### **C.32 Cancellation of contract in full or part**

1. If consultant:
  - a) at any time makes default in proceeding with the works or any part of the work with the due diligence and continues to do so after a notice in writing of 7 days from the Employer ; or
  - b) commits default to complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Employer, or
  - c) fails to complete the work, on or before the stipulated date of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Employer, or
2. The Employer may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to Employer, by a notice in writing to cancel the contract as a whole or only such items of work in default from the Contract.
3. The Bank's Representative shall on such cancellation by the Employer have powers to:
  - a) take possession of the site and any materials etc. thereon; and / or
  - b) carryout the incomplete work by any means at the risk and cost of the consultant.
4. On cancellation of the contract in full or in part, the Employer through Bank's Representative shall determine what amount, if any, is recoverable from the consultant for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by Employer. In determining the amount, credit shall be given to the consultant for the value of the work executed by him up to the time of cancellation, the value of consultant's materials taken over and incorporated in the work and use of plant and machinery belonging to the consultant.
- 5 a) Any excess expenditure incurred or to be incurred by Employer in completing the works or part of the works or the excess loss or damages suffered or may be suffered by Employer as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Employer in law be recovered from any moneys due to the consultant on any account, and if such moneys are not sufficient the consultant shall be called upon in writing and shall be liable to pay the same within 30 days.



5 b) If the consultant shall fail to pay the required sum within the aforesaid period of 30 days, the Employer shall have the right to sell any or all of the consultants' unused materials etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the consultant under the contract and if thereafter there be any balance outstanding from the consultant, it shall be recovered in accordance with the provisions of the contract.

5 c) Any sums in excess of the amounts due to Employer and unsold materials etc., shall be returned to the consultant, provided always that if cost or anticipated cost of completion by Employer of the works or part of the works is less than the amount which the consultant would have been paid had he completed the works or part of the works, such benefit shall not accrue to the consultant.

### **C.33 Force Majeure**

C.33.1 Neither consultant nor NABARD 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.

C.33.2 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 the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

C.33.3 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 therefrom 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.

C.33.4 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 contract.

### **C.34 Peaceful handing over of the premises**

It shall be the responsibility of the consultant to see that the premises under furnishing is not occupied by anybody unauthorised during execution of work and is handed over to the Employer with vacant possession of complete furnishing.

### **C.35 Consultant liable for damages, defects during defects liability period**

If the consultant or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, enclosure, water pipe, cables, drains, electric or telephone post or wires, contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within 12 months of issue of virtual completion certificate issued by the Bank's Representative on behalf of the Employer

as aforesaid arising out of defect or improper materials or workmanship, the consultant shall, upon receipt of a notice in writing on that behalf through the Bank's Representative, make the same good at his own expense or in default, the Employer cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the consultant, or from his security deposit.

### **C.36 Accidents**

The consultant shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the Employer. The consultant shall also report such accident immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

### **D. Services to be rendered by the Consultant (Scope of Works):**

Scope of the consultancy will include the following works:

1. Taking the Employer (NABARD)'s instructions and after visiting the site and detailed surveying and investigations. preparing 2D detailed sketch with dimensions, if needed, according to the requirement of the Employer, preparing plans with alternative schemes, preparing presentation wherein the details of the scheme may be explained in detail before senior management and Officers of the Employer and any doubt that may arise thereof may be clarified and changes, if any, suggested in the proposed design may be incorporated or deleted as found suitable, to meet the needs of the Employer, so as to enable the employer to select the design and the scheme.
2. Preparing preliminary project cost estimate with detailed specifications on the final sketch design and scheme and preparing report on the merits of the selected scheme, so as to enable the employer to take a decision on the sketch designs and the scheme as a whole and approve the same.
3. Preparing final project cost estimate with detailed specifications and rate analysis after incorporating necessary corrections, if any, as suggested by the employer and submitting to the Employer including Project planning, Bar-chart, progress report, alternate arrangement for support system, safety etc. and also selection of samples of materials to be incorporated in the work in consultation with the employer.
4. Submitting the drawings as approved by the Employer to appropriate authorities and obtaining their approvals, wherever required.
5. Appointing and instructing other consultants, such as Interior consultants, Electrical consultants, Fire-fighting system consultants, etc. for the said works or part or portion thereof as may be considered necessary by the Employer at the Consultants own cost and paying the fees to such other consultant.
6. Preparing complete final and detailed working 2D interior / exterior drawings with dimensions in MKS system by the Employer. The Consultant shall get all these drawings

and cost estimates approved by the employer before releasing the same for execution or adoption. Consultant shall submit minimum 3 sets (in hard and soft copy) of final approved drawings of required size separately to the employer for reference and for record.

7. Drawing up detailed tender documents for all the exterior / interior works, electrical work, etc. complete with specifications, drawings, schedule of quantities, time and progress charts and any other material necessary for completing the tender documents and get the same approved by the employer. Suitable time schedule shall be worked out mutually for the completion of the above items.
8. The selection of the contractors will be through open bidding. Preparing the draft paper advertisement for Notice Inviting Tender (NIT) and submitting to the Employer, preparing select list/pre-qualification list of the contractors with the approval of the Employer including making visits to the contractors' work jointly with the Employer's representatives, if and as desired/required , inviting tenders for various trades, preparing comparative statements and submitting assessments and recommendations thereon, arranging pre-bid meeting of contractors in consultation and jointly with the Employer and preparing the minutes of pre-bid meeting and submitting to the Employer for approval, assisting the Employer to conduct negotiation with bidder wherever necessary and after employers decision on the tender, preparing contract documents and getting them executed by the contractors selected by the Employer after obtaining Employers approval for the contracts.
9. Preparing requisite number (not less than six) of copies of the contract documents of the various trades including all drawings, specifications and other particular and such further details and drawings as are necessary for use of the Employer, the contractors and the site engineers for the proper execution of the work.
10. Assuming full responsibility for design for all works, for the quantity of the materials used in the work and installations and ensures that the construction is according to the designs, drawings and specifications.
11. Assuming full responsibility for supervision including day-to-day supervision, monitoring, quality control, co-ordination with NABARD and the contractors and reporting daily progress by posting sufficient number of qualified technical staff (preferably graduate in Consultant or Civil Engineering having minimum 2 to 3 years' experience in similar type of works) and at least one site Engineer to ensure proper and timely execution of the said works as per drawings and specifications. Bio-data of above technical staff shall be furnished to NABARD. Site Engineer shall be engaged full time during the progress of work on daily basis throughout the entire period of the Project for day-to-day supervision, ensuring smooth progress by prompt supply of drawings and giving proper directions and also co-ordination with all the agencies engaged in the design engineering and execution of various items of work as required. The technical staff will invariably report to the employer every day and keep the Banks officers/ engineers involved and updated. The Consultant shall have to coordinate his work with the works of all other trades.
12. During the course of the execution of the project , keeping record of all/any change in the design, taking measurements jointly with the contractors/contractors representatives after completion of every stage of items of work, recording measurements and quantities in

specified Measurement Books at the site, preparation of computerised soft copies of measurements and quantities in spread sheets and certification of measurement sheets with sign and stamp in all pages of measurement sheet and submitting the certified measurement sheets to NABARD.

13. Preparing the rate analysis of extra / substitute items, if any, with respect to CPWD Delhi Schedule of Rates with due recommendations and submitting to NABARD for its approval.
14. Certifying the Running Account Bills and Final Bills of the contractors with due recommendations preferably within a week's time of submission of bill by the contractor and submit to NABARD for sanction so that the employer shall be able to make payments to the contractor within reasonable time.
15. Preparing detailed comparative statement of works carried out with respect to actual sanctioned awarded quantities with remarks and recommendations to excess and savings of quantities and submit to NABARD along with certified RA Bills.
16. Review meetings will be held at NABARD, MP Regional Office on a fortnightly basis in the presence of the Consultant, contractor and a representative of the Employer and issues related to smooth execution of the project shall be discussed. The minutes of the meetings shall be recorded by the Consultant and get it approved by the employer. The decision taken in review meeting and as per the approved minutes shall be communicated to the contractor in writing by the Consultant within a weeks' time of the review meeting.
17. Issue a virtual completion certificate after completion of work at site and submitting the final two sets of 2D drawing of the completed work (as built drawings) with soft copies, where ever required and as per the instructions of NABARD. The work executed along with the completed drawing will be jointly inspected along with the contractor, Consultant and Employer before settling the final bill and Final report on the work executed.
18. Any other services incidental to or connected with the said works usually and normally rendered by Consultant and not referred to in any of the items referred to above.
19. The Consultants association will continue from the beginning of the project work till its completion, settlement of the bills and during defect liability period. The Consultant will plan the works in such a way that the project could be completed within the scheduled time specified in the tender of the project.

#### **E. Scale of charges**

1. The Consultant shall quote his/her remuneration in **Annexure V** for the services rendered by him/her in relation to the said works and in particular for the services herein mentioned as the percentage of actual cost of individual project, including incidental charges, charges towards hiring a vehicle for transportation, hiring labours and tools/tackles/equipment required for testing, continuous supervision, monitoring, visit charges of Engineer and supporting staff, contingencies, etc. and also inclusive of all taxes. GST shall be paid extra as applicable.

2. The fees will be calculated as the percentage quoted on the actual cost of works as executed as supervised by the Consultant and paid to the contractors. The items of works, which are carried out by the Bank directly, shall be excluded from the aforesaid actual cost to be taken into account for calculation of fee. The Consultant's fee includes all the expenses related with local conveyance, TA, DA etc. for visiting to our office and site and inspection of works of bidders for shortlisting.

#### **F. Method / Mode of payment**

The fees set out in Annexure-V herein shall be initially calculated and paid on the basis of the estimated value of the entire works as approved by the Employer till the work is awarded to the contractor for executing the work and thereafter as per accepted tender cost (s) and the same shall be paid proportionately upon completion of each stage of work as indicated below. The fees will be calculated as the percentage quoted on the actual cost of works as executed as supervised by the Consultant and paid to the contractors. The total fee, however, will be calculated and finally settled on actual cost of works including extra/substitute items. TDS, as applicable, shall be deducted while settling the bills.

- 5% of the total fees on the basis of the estimated value of the entire works as approved by the Employer till the work is awarded to the contractor after approval and finalisation of the scheme.
- 5% of the total fees on the basis of the estimated value of the entire works as approved by the Employer till the work is awarded to the contractor after submission and approval of the estimate and tender documents for the project.
- 15% of the total fees on the basis of the estimated value of the entire works as approved by the Employer till the work is awarded to the contractor after awarding of the works to contractors.
- 10% of the quoted fees on the basis of the actual cost of works as executed as supervised by the Consultant and paid to the contractors after execution of 25% of the work.
- 10% of the quoted fees on the basis of the actual cost of works as executed as supervised by the Consultant and paid to the contractors after execution of 50% of the work.
- 15% of the quoted fees on the basis of the actual cost of works as executed as supervised by the Consultant and paid to the contractors after execution of 60% of the work.
- 15% of the quoted fees on the basis of the actual cost of works as executed as supervised by the Consultant and paid to the contractors after execution of 80% of the work.
- 20% of the quoted fees on the basis of the actual cost of works as executed as supervised by the Consultant and paid to the contractors after certification of the final bill of contractors
- 5% after the expiry of the defect liability of the contractor's work. (Security Deposit)

1. The rate of recovery of security deposit shall be @5% of the bill amount till the full security deposit is recovered. (The final payment of 5% shall count towards Security Deposit)

2. No escalation and payment due to increase in prices / wages will be made to the consultant. The rates quoted by the consultant shall remain firm throughout till completion of the work and nothing extra beyond unit rates shall be paid on account of any reason whatsoever. No price variation or escalation on any account whatsoever & the compensation for force majeure etc. shall be payable under the contract.

3. Should there arise any items which may be necessary for the smooth completion of work but which does not appear in the Schedule of items, rates and Quantities attached with Tender, items rate will be fixed by analysis of actual inputs of all types including labour and material by the supplementary written agreement between the consultant and NABARD before the particular item or items of work is/are executed.
4. Payment for the work done will be made to the consultant only when the formal agreement has been executed between the parties, and as per the Payment schedule,

**G. Time Schedule for assignment.**

Following time schedule shall be generally followed by the Consultant for his important stages of consultancy assignment unless otherwise specified separately in the work order according to nature of the work:

<b>Stages of Assignment</b>	<b>Time Schedule</b>
Submission of Initial Scheme after the date of Work Order	Within 21 days
Submission of Final scheme	Within 7 days of approval on corrected Initial scheme
Submission of draft detailed estimation, draft tender document with BOQ and drawings	Within 14 days of approval on Final scheme
Submission of fair detailed estimation, tender document with BOQ and drawings	Within 7 days of approval on draft detailed estimation and tender document
Scrutiny of Technical Bid, submission of scrutiny statement with recommendations	Within 14 days of opening of Technical Bid.
Scrutiny of Price Bid, submission of Comparative statement with recommendations	Within 7 days of opening of Price Bid
Certification of RA Bills of the contractor and submission	Within 7 days of submission of RA Bills by the contractor.
Certification of Final Bill of the contractor and submission	Within 21 days of submission of Final Bill by the contractor.

**H. 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 Consultants shall remain liable and be responsible for due certification of the works done hitherto and acts performed till termination and approval of any bills submitted by the contractors at any time in respect of the works executed till such termination. If any winding up proceedings are contemplated or initiated against the Consultants, the Employer shall be entitled to terminate the agreement and entrust the work to any other Consultant.
- b) If the Consultants shall close their business or die or become incapacitated from acting as such Consultants, then the Agreement shall stand terminated.
- c) In case

(i) the Consultants fail to adhere to the time schedule stipulated in the Para-G herein or the extended time which may be granted by the Employer in his sole discretion, or

(ii) there is any change in the constitution of the Consultants' company or firm for any reason whatsoever, the Employer shall be entitled to terminate this Agreement, after due notice, and entrust the work to some other Consultants.

d) In case of termination under sub-clauses (a) or (b) or (c), the Consultants shall not be entitled to fees, or compensation, except the fees payable to them up to the stage of work actually done, which shall be decided and determined by the Employer.

e) In case of termination under sub-clause (a) or (b) or (c), the Employer may make use of all or any drawings, estimates or other documents prepared by the Consultants, after a reasonable payment up to the stage of work done for the services of the Consultants for preparation of the same in full as provided herein, provided always that all the sanctions and approved plans/ designs and other drawings shall remain the property of the Employer and the same shall be surrendered by the Consultants to the Employer within ten days from the date of such termination, without demur.

#### **I. Damages**

Notwithstanding what is contained in clauses herein above, if the Employer is put to any loss or suffers any damages (including cost escalations in execution of the said works) due to delays in carrying out the obligations under these terms or negligence, indolence or breach of any of the terms and conditions herein contained on the part of the Consultants, whether the cause for such loss or damage is immediate or remote, the Consultants shall be liable not only to forgo their fees for the quantum of work thus done but also make good losses and damages on a written demand made by the Employer and a certificate issued by the Employer as regards the amount of such loss or damage shall be final and conclusive as between the Employer and the Consultant and shall not be questioned either inside or outside a Court, tribunal or arbitration. Such loss or damage, if not reimbursed within the time stipulated by the Employer, shall, without prejudice to the Employer's right to recover the same in accordance with the law, be recovered by the Employer from any sums payable to the Consultant, either under this contract or any other contract made between the Employer and the Consultants for any other works belonging to the Employer, provided always that such damage or loss recoverable from the Consultants shall not be more than 10% of the fees payable to them under the contract. Provided further that, in addition to what is contained herein above in this clause, the Consultant shall indemnify the Employer through a Professional Liability Insurance Policy to be taken at his cost with a Nationalised Insurance Company to the extent of the full amount of fees to be charged by the Consultants on the basis of estimated cost of works. Such policy shall be obtained and deposited with the Employer within a period of **two month** from the date of execution of this presents and shall be kept valid by the Consultants during the subsistence of this Contract.

#### **J. Transfer of Interests**

The Consultants shall not assign, sublet or transfer their interest in this Agreement, without the written consent of the Employer.

### **K. Article of Agreement**

The Consultant has to sign the agreement as per attached "Article of Agreement" This agreement shall be executed in duplicate and the Employer shall retain the original and the Consultants shall retain the duplicate. The Consultant shall bear the Stamp Duty on the original as well as the duplicate of this Agreement.

### **L. Arbitration**

If any dispute, difference or question shall at any time arise between the parties concerning anything or as to the rights, liabilities and duties of the parties under this Agreement, the decision of the Employer is final and binding except in respect of matters for which it is provided hereunder that the same shall be referred to arbitration and a final decision after giving at least 30 days' notice in writing to the other (hereinafter referred to as the "Notice for Arbitration") clearly setting out the items of dispute to a sole arbitrator who shall be appointed as hereinafter provided. For the purpose of appointing the sole arbitrator referred to above, the Employer shall send to the Consultant within thirty days of the Notice of Arbitration" a panel of three names of persons who shall be presently unconnected with the organisation of the Employer or the Consultant.

The Consultant shall on receipt of the names as aforesaid select any one of the persons so named to be appointed as the Sole Arbitrator and communicate his name to the Employer within 15 days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Sole Arbitrator, If the Consultant fails to communicate such selection as provided above within the period specified, the Employer shall make the selection and appoint the sole arbitrator from the panel notified to the Consultants.

If the Employer fails to send to the Consultants the panel of three names as aforesaid within the period specified, the Consultant shall send to the Employer a panel of three names of persons who shall be unconnected with either party. The Employer shall on receipt of the names as aforesaid, select any one of the persons and appoint him as the sole arbitrator. If the Employer fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the Consultant accordingly, the Consultant shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to the Employer.

If the Arbitrator so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed as aforesaid.

The arbitration shall be governed by the Arbitration & Conciliation Act, 1996 as in force from time to time or any Ordinance or Legislation that may be made in lieu thereof. The award of the Arbitration shall be binding and final on the parties, It is hereby agreed that in all disputes referred to the Arbitration. The Arbitrator shall give a separate award in respect of each dispute or difference in accordance with the terms of reference and the award shall be a reasoned award.

The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid in equal proportion by each of the parties. The cost of the arbitration including the fees, if any, of the arbitrator shall be directed to be borne and paid by such party or parties to the dispute in such manner or proportion as may be directed by the arbitrator in the award.



The Employer and the Consultant also hereby agree that the arbitration under this clause shall be a condition precedent to any right of action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

**M. Services continued to be rendered notwithstanding any reference or dispute to the arbitration**

It is specifically agreed that the Consultant shall continue to render its services provided herein with all due diligence, professional skill and tact notwithstanding that any matter, question or dispute has been referred to arbitration.

Accepted all terms & conditions

( Signature)  
Name, Address and Seal of the Consultant

Date  
Place

## ANNEXURE - III

### ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ between the National Bank for Agriculture and Rural Development (NABARD) (hereinafter called "the Employer") and having its Head Office at C-24, G-Block, Bandra Kurla Complex, Bandra (E), Mumbai — 400051 of the one part through its Madhya Pradesh Regional Office, E-5, Arera Colony, Bhopal – 462016 and M/s \_\_\_\_\_ (herein after called "the Consultant") having its office at \_\_\_\_\_ of the other part.

WHEREAS the Employer is desirous of getting executed "Selection of Structural / Project Management Consultant (PMC) for External and Internal Structural Repair & Renovation Works of Office Building and Buildings in Residential Colonies of NABARD in Bhopal" and has caused the terms and conditions of the contract showing and describing the work to be done to be prepared by or under the direction of the Employer.

AND WHEREAS the said terms and conditions have been signed by or on behalf of the parties hereto.

AND WHEREAS the Consultant has agreed to offer his/her services upon and subject to the conditions set forth in the Scope of Work, Scale of Fees, Mode of payment, Terms and Conditions and Work Order of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the work shown upon the said Terms and conditions at the respective rates therein set forth amounting the sum as therein arrived or such other sum as shall become payable there under (hereinafter referred to as "the said contract amount"). NOW IT IS HEREBY AGREED AS FOLLOWS

1. In consideration hereinafter mentioned, the Consultant will upon and subject to the conditions annexed, carry out and complete the works shown in the contract, described by or referred to Scope of Works and in the said conditions.
2. The Employer shall pay the Consultant the said fee / amount or such sum as shall become payable at the times and in the manner specified in the said conditions.
3. The said Conditions and Appendix thereto and the documents attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall be respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreements on their part respectively in the said conditions and the documents contained herein.
4. This Agreement and documents mentioned herein shall form the basis of this contract.
5. The Consultant shall afford every reasonable facility for execution of the said work.
6. Time shall be considered as the essence of this contract, and the Consultant hereby agrees to complete the entire work within the time period prescribed in the Time schedule reckoned from the date of issue of work order subject nevertheless to the provision for extension of time.
7. All payments by the Employer under this contract will be made only at Bhopal.
8. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Bhopal and only Courts in Bhopal shall have the jurisdiction to determine the same to the exclusion of all other courts.

9. That the several parts of this contract have been read by the Consultant and fully understood by the Consultant.

IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized officials and the Consultant has caused its common seal to be affixed hereunto and the said two duplicates/ has caused these presents and the said two duplicates here of to be executed on its behalf, the day and year first herein above written. (If the Consultant is a company)

**Signature Clause**

SIGNED AND DELIVERED by the  
National Bank for Agriculture and Rural Development  
by the hand of Shri

(Name & Designation)

In the presence of:

(1)  
Signature:  
Name:

Address

(2)  
Signature:  
Name:

Address

SIGNED & DELIVERED

If the bidder(Consultant) is a partnership firm or an individual  
should be signed by all or on behalf of all the partners

in the presence of :

(1)  
Signature:  
Name:

Address

(2)  
Signature:  
Name:

Address

**ANNEXURE - IV**

**PRE QUALIFICATION APPLICATION**

*(For submission with Technical Bid in  
**FIRST EVELOPE**)*

**UNDERTAKING**

Chief General Manager,  
NABARD,  
E-5, Arera Colony  
Bhopal

I/We-----  
--have read the various conditions laid down by NABARD in the PQ/Technical bid attached here to and hereby agree to abide by the said conditions. I/We offer to do this work of **“Selection of Structural / Project Management Consultant (PMC) for External and Internal Structural Repair & Renovation Works of Office Building and Buildings in Residential Colonies of NABARD in Bhopal”** as detailed under scope of work in the event we are Pre-qualified for the purpose and hereby bind myself/ourselves to complete the work in all respects. We agree to the condition that our Financial Bid will be opened only if we qualify as per the stipulations in the PQ/Technical bid document.

Signature of the PQ bidder/s

PQ bidder/s Address with telephone Nos  
(complete postal address to be given)

---

---

---

---

---

Dated :

**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT**

Chief General Manager, NABARD, E-5, Arera Colony, Bhopal

Website: [www.nabard.org](http://www.nabard.org)

**APPLICATION FORM**

I / We ..... am / are desirous of participating in the PQ/Technical bid for the **Selection of Structural / Project Management Consultant (PMC) for External and Internal Structural Repair & Renovation Works of Office Building and Buildings in Residential Colonies of NABARD in Bhopal**, as detailed under scope of work, and hereby apply for the same. I/we give the following details for your consideration:

<b>Sl. No.</b>	<b>Item</b>	<b>Information to be filled in by applicant</b>
1.	Name of the Consultancy firm / PMC	
2.	Full Address	
3.	Telephone Number: Office/Residence	
	Mobile Number :	
	Fax No.	
	E-Mail address	
4.(i)	Month and year in which the firm / company was formed / incorporated in present name	
4(ii)	Number of years in the Business of and consultancy works (Enclose Registration certificate/Proof) – Enclosed Proforma.	
5. (i)	What is the constitution of firm viz. Sole Proprietor, Partnership, Pvt. Ltd., Public Ltd., etc.	
(ii)	Enclose copy of partnership deed, Articles of Association or Affidavit(in case of sole proprietorship as per Enclosed Proforma.)	
6.	Has the applicant or any of his partners or Directors been black listed or banned in the past by any Central or State Government Dept. / Organization / PSUs?	

Sl. No.	Item	Information to be filled in by applicant	
7. (i)	Annual Turn Over for last Three Years as per Enclosed Proforma. (enclose ITCC & Audited Balance Sheets to support figures)	Year	Annual Turn-over (In Rs. lakh)
		i) 2014-15	
		ii) 2015-16	
		iii) 2016-17	
(ii)	What evidence or proof is enclosed to support the amounts of yearly turnover		
(iii)	Enclose for the last three years income tax clearance certificate (ITCC)	Certificate enclosed for Assessment years .....	
8.	Fill up the enclosed proforma giving full particulars about similar works completed (i.e. work-orders in the field of Consultancy for Tender for Structural / Project Management Consultant (PMC) for External and Internal Structural Repair & Renovation Works of Office /Residential Building for Organisations / PSUs / Institutes / Banks).		
9.	Whether all documents have been submitted as per check list.		
10.	Whether Signed, sealed and stamped pre-bid pre-contract Integrity Pact as per the proforma given in the tender document failing which the tender will be summarily rejected.		
11.	Any other information the applicant might like to give.		

**Signature & Seal of applicant**

## **DECLARATION**

I/We agree to notify the Officer of National Bank for Agriculture and Rural Development, accepting this application, of any changes in the foregoing particulars as and when they occur and to verify and confirm these.

I / We understand and agree that the competent authority of National Bank for Agriculture and Rural Development has the right as he may decide, not to issue PQ/Technical bid form in any particular case and also to suspend, remove or blacklist my / our name from National Bank for Agriculture and Rural Development's list of Consultants in the event of my / our submitting non-bonafide PQ/Technical bids, or for technical or other delinquency in regard to which the decision of competent authority of National Bank for Agriculture and Rural Development shall be final and conclusive.

I / We certify that the particulars furnished in the enrolment forms are correct and that should it be found that I/We have given a false certificate or that if I / We fail to notify the fact of my / our subsequent amalgamation with another Consultant or firm, The National Bank for Agriculture and Rural Development (NABARD) may remove my / our name from the list of Consultants and any contract that I/We may be holding at the time may be rescinded.

**PLACE:**

**DATE:**

**SIGNATURE & SEAL OF APPLICANT**



**AFFIDAVIT FOR SOLE PROPRIETORSHIP OF FIRM**

(On Non-Judicial Stamp Paper of appropriate value in case the individual who is the sole proprietor of the firm)

I, .....S/o..... Age.....years, occupation business R/o  
..... do hereby state on oath as under:

That I am residing in.....  
..... locality of  
District ..... Since last ..... years.

That I am the sole proprietor of a proprietary concern name and style as “.....”  
having its office at ..... District ..... dealing in the business of  
.....

Government's/Private civil contracts and ancillary works attached therefor.

Hence this affidavit.

Deponent .....

***Note: This Affidavit should be Notarised.***

**PARTICULARS OF REGISTRATION AS CONSULTANT**

for Selection of Structural / Project Management Consultant (PMC) for External and Internal Structural Repair & Renovation Works of Office Building and Buildings in Residential Colonies of NABARD in Bhopal

Sr. No.	Name and address of authority(ies) with whom the firm is registered	REGISTRATION DETAILS	
		Year	Is copy of letter enclosed ?
(1)	(2)	(3)	(4)

*\*Copy of License issued by competent authority of govt. should be enclosed.*

**SIGNATURE & SEAL OF CONSULTANT**

**List of all Construction Project Management & Supervision (Project Management Consultant – PMC) works for successful completion of Structural / Civil, Electrical & Interior works of Office and Residential Buildings for Government / Semi Government/ Reputed corporate clients Completed during last five years  
(From 01 April 2012 onwards)**

Sr. No.	Details of work contract with name and address of client	Value of work as per final bill(Rs.)	Date of commencement	Date of Completion	Penalty if any for delay etc.	Completion certificate from client or consultant
(1)	(2)	(3)	(4)	(5)	(6)	(7)

***NOTE: To enable us to process your application, please ensure that complete present Postal Address including Pin Code and latest Telephone Numbers / Fax Numbers / E-mail Address etc. are furnished under Column No. 2 above and “Completion Certificate” from client / owner for each work listed above has been enclosed, bearing above details.***

**SIGNATURE & SEAL OF CONSULTANT**

**ANNUAL TURNOVER FOR THE LAST THREE YEARS**

<b>Sl. No.</b>	<b>Financial Year</b>	<b>Total contract amount received in Rs.</b>	<b>IT Certificate enclosed Yes/No</b>	<b>Audited Balance sheet copy enclosed Yes / No</b>	<b>Remarks</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>	<b>(6)</b>
1.	2014-15				
2.	2015-16				
3.	2016-17				

**SIGNATURE & SEAL OF APPLICANT**

**CHECKLIST FOR DOCUMENTS:**

<b>Sl. No.</b>	<b>Description of Enclosure</b>	<b>Reference of Tender Document / item no. of Application form</b>	<b>Enclosed</b>
1.	Partnership deed or Articles Association or Affidavit	5 (ii)	Yes / No
2	Particulars of registration	4 (ii)	Yes / No
3	Proof of turnover	7 (i)	Yes / No
4	Latest I.T.C.C.	7(iii)	Yes / No
5	List of works completed during last 5 years	8	Yes / No
6	Copies of work order	8 (ii)	Yes / No
7	pre-bid pre-contract Integrity Pact	10	Yes / No
8	Cost of Tender Document	NIT	Yes / No

**SIGNATURE &  
SEAL OF CONSULTANT**

----- **BLANK** -----

## PART II (FINANCIAL BID)

*(To be submitted in separate sealed cover, SECOND ENVELOPE)*



**NABARD**

<b>Tender for selection of Structural / Project Management Consultant for External and internal Structural Repair and Renovation Works of Office Building and Building in Residential Colonies of NABARD in Bhopal</b>	
Last Date of submission of Financial Bids	Till 15:00 hrs. on 28-12-2017
Date of Opening of Financial bid	On the date intimated by NABARD
Venue for Submission and Opening of PQ bid	DPSP (Department of Premises, Security and Procurement), NABARD, Madhya Pradesh Regional Office, E-5, Arera Colony, Bhopal

**Note : Any incomplete Financial bid will be rejected.**

Signature of the Consultant or Authorised Signatory

## National Bank for Agriculture and Rural Development (NABARD)

Madhya Pradesh Regional Office, E-5, Arera Colony, Bhopal

**Name of work:** Tender for selection of Structural / Project Management Consultant for External and internal Structural Repair and Renovation Works of Office Building and Building in Residential Colonies of NABARD in Bhopal

**Location and brief description :** The work will be carried at NABARD, MP Regional Office Building, E- 5, Arera Colony, Bhopal and NABARD's Staff Colonies at Sector A & C, Shahpura, Bhopal. The details of the properties is as follows :

Property and its Location	Plot Area (sq m)	Built Area (sq m)	/Description
Office Building, E-5, Arera Colony, Bhopal	2218.78	5820.00	Office, Visiting Officers' Flats (VOF), Basement, Ground, Mezzanine + 4 Floors
Officers' Quarters, Sector 'A', Shahpura, Bhopal	20239.10	10481.04	100 Residential Units, 1 Community Hall, 4 Bungalows, Flats (G+3) : 56 Type B (7 X 8), 40 Type C (5 X 8),
Staff Quarters, Sector 'C', Shahpura, Bhopal	12141.90	4760.59	56 Residential Units, Flats (G+3) 40 Type D (5 X 8), 16 Type C (1 X 16)

The work of structural repairs and renovation for the above properties is to be undertaken simultaneously OR separately by engaging a suitable structural/civil contractor as decided by NABARD. The Structural Audit of the above properties was undertaken recently. Repairs of all buildings as per the Structural Audit Report and the renovation work of one building including changing of floor tiles, kitchen platform, dado tiles, wall/floor tiles of bathrooms, changing of fixtures and fittings, electrical work etc. is estimated to cost about Rs.267.40 lakh. The entire work is planned to be completed over a period of about 2 year subject to availability of budget and necessary approvals of the competent authority of NABARD. It is proposed to take up work in two phases as follows :

Particulars	Structural Repair (Rs. Lakh)	Renovation (Rs. Lakh)	Total (Rs. Lakh)
Phase I (Office Building, community Hall and 33 flats)	80.00	58.40	138.40
Phase II (123 flats & balance work)	129.00		129.00
<b>Complete work of Phase I &amp; II (Office Building and two Colonies)</b>	<b>209.00</b>	<b>58.40</b>	<b>267.40</b>



**Tender for selection of Structural / Project Management Consultant for External and internal Structural Repair and Renovation Works of Office Building and Building in Residential Colonies of NABARD in Bhopal : Financial Bid**

S. No.	Proposed project particulars	Approximate project cost (Rs. in lakh)	Scale of fees to be quoted by the Consultant as percentage (%) of project cost	
			Rate in figures (Only up to 2 decimals)	Rate in words
1	External and Internal Structural Repair and Renovation Works of Office Building and Building in Residential Colonies of NABARD in Bhopal comprising of Structural repair works in columns, beams and slabs, water proofing work of terrace, toilets, kitchen, and water tanks, including repair to toilet/plumbing ducts/ changing of pipelines, etc. plaster repair, painting, etc. External and Internal renovation works comprising renovation of staircase areas, renovation of flats including changing of floor tiles, kitchen platform, dado tiles, wall/floor tiles of bathrooms, changing of fixtures and fittings, electrical work etc. and renovation work as required, complete as directed by NABARD.	267.40		

**Note:**

1. Consultancy Fees to be quoted inclusive of all expenditure related to consultancy assignment as per scope of work and tender conditions including all taxes. Service tax shall be paid extra as applicable.
2. The estimated project cost in the BOQ is only indicative and may increase or decrease to any extent. The rates quoted shall, however, remain firm.

Place :-

Date:-

Name, Address and Seal of the Consultant

----- **BLANK** -----