



**Tender for selection of Project Management
Consultant for External and Internal Renovation Works
in Staff Quarters located at various locations in Bangalore**



PART I (TECHNICAL BID)

TO BE SUBMITTED IN SEPARATE SEALED COVER

Date of issue of tender document	08 March 2017
Pre Bid meeting with bidders	15:00 hrs on 15 March 2017
Due date and time for submission of Tender	15:00 hrs on 22 March 2017
Date and time of opening of technical bids	15:30 hrs on 22 March 2017

Note: Any technical bid with incomplete information will be rejected

Signature of the Consultant
or Authorized Signatory



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PRE-QUALIFICATION BID NOTICE

NABARD invites applications under “Two Bid System” on prescribed forms for the under noted works from reputed Project Management Consultants / Consultancy Firms / Companies engaged in External and Internal renovation works of multi- storied buildings.

Name of Work	Tender for selection of Project Management Consultant for External and Internal renovation works in Staff Quarters located at various locations in Bangalore
Last Date and Time of submission of Technical Bid	Up to 15:00 hours on 22 March 2017 in the Office of the Chief General Manager, NABARD, No. 46, NABARD Towers, K G Road, Bangalore 560009
Date from which the Technical bid documents will be available	08 March 2017 to 22 March 2017 up to 15:00 hours and could be downloaded from www.nabard.org

Minimum Eligibility Criteria:

1. Should have at least 05 years of experience in the field of Project Management Consultancy / desired field.
2. Should have successfully completed in last 05 financial years, at least three works in the field of Project Management Consultancy / Desired field. Completion certificate issued by the client should be enclosed.
3. The firm should have provided consultancy for at least,
 - a. Three similar works whose value is not less than 40 % of the estimated cost or
 - b. Two similar works whose value is not less than 50 % of the estimated cost or
 - c. One similar work whose value is not less than 80 % of the estimated cost
4. Should submit audited balance sheets / P&L account and Income Tax Clearance Certificates for the last 03 financial years
5. The cost of older works will be indexed by considering inflation @ 5 % per year uniformly by straight line method. Works done during last five years will be considered for evaluation.
6. Estimated cost means total estimated cost of all four works.



A. Instructions to the applicants

- i) 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.
- ii) Applications containing false and/or incomplete information are liable for rejection.
- iii) The applicant must have qualified and experienced professionals in the respective discipline.
- iv) All PQ bid papers annexed along with the **“Technical Bid”** document should be **serially numbered on the top right hand corner** of every page.
- v) All pages of the 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 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.
- vi) Tenders should be on the specified form (Non-transferable) which may be either downloaded from our website www.nabard.org or collected from under-mentioned address till 22 March 2017 and submit the completed document along with necessary papers in prescribed proforma **on or before 22 March 2017 by 15.00 hrs.** to, Chief General Manager, NABARD, No. 46, NABARD Towers, K G Road, Bangalore 560 009. 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 22 March 2017** and will be opened on the **same day at 15.30 hrs** in the presence of bidders who choose to be present.
- vii) 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.
- viii) For the project, the consultant should have a separate in-house team of professionals consists of at least an experienced/qualified Junior Consultant for preparation of drawings, preparation of Bill of Quantities and tender documents, besides the site staff to be deputed as mentioned in para-B below, to take-up the projects independently and smoothly within the time schedule.
- ix) The fees/charges for rendering the services as per scope of work shall be quoted by the applicant in the format provided in the Price Bid.
- x) TENDER submitted shall remain valid for 60 days from the date of opening for the purpose of acceptance and award of work, validity beyond 60 days from the date of opening shall be by mutual consent.
- xi) The information pertaining to experience and related information of the Consultant may be provided as per the formats enclosed in Annexure I to VI. Further, the information so furnished may be supported by certificates, wherever applicable.
- xii) The Price bid should contain only the rates quoted by the Consultant. 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.



xiii) Technical bid and the Price bid should be enclosed in separate sealed envelope, superscribing Technical bid and Price bid respectively thereon, the above said two sealed envelopes shall be put in a third sealed envelope superscribing "Bids for Selection of Project Management Consultant for External and Internal Renovation Works in Staff Quarters located at various locations in Bangalore" and deposited in the tender box allotted for the purpose.

xiv) The Bidder will not be permitted to quote for works in NABARD where a relative is posted. In this context, relative shall be defined as a person connected by blood or marriage to the bidder.

xv) 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. No claim whatsoever on such account shall be entertained by the Employer in any circumstances.

xvi) 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.

xvii) Bidder should attach required proofs (Self Attested Photocopies) for the eligibility in support of works of similar nature, as indicated in Technical Bid.

xviii) All tender paper annexed along with the 'Bid' should be serially numbered on the top right hand corner of every page. All pages of the tender document should be duly signed and stamped by the authorized signatory of the applicant. 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.

xix) "JVs/ Consortiums/ MOUs shall not be considered."

xx) Canvassing in connection with the Tenders is prohibited and the Tenders submitted by the consultant who resorts to canvassing are liable for rejection.

xxi) BOQ, drawings and draft tender, etc. should be submitted in hard and soft format.

xxii) 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.

xxiii) 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.



B. Services to be rendered by the Consultant (Scope of Works):

Scope of the consultancy will include the following works:

- i) 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 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.
- ii) 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.
- iii) 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.
- iv) Submitting the drawings as approved by the Employer to appropriate authorities and obtaining their approvals, wherever required.
- v) Preparing complete final and detailed working 2D interior / exterior drawings with dimensions in MKS system. 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 of final approved drawings of required size separately to the employer for reference and for record.
- vi) 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.
- vii) 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.
- viii) 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.
- ix) Assuming full responsibility for design for all works, for the quantity of the materials used in the work and installations and ensure that the construction is according to the designs, drawings and specifications.



- x) 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 Civil Engineering / Architecture 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 department every day and keep the Banks officers/ engineers involved updated. The Consultant shall have to coordinate his work with the works of all other trades.
- xi) During the course of the execution of the project 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 computerized 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.
- xii) Preparing the rate analysis of extra / substitute items, if any, with reference to CPWD Delhi Schedule of Rates / Market rates in case of non-schedule items, with due recommendations and submitting to NABARD for its approval.
- xiii) Certifying the Running Account Bills and Final Bills of the contractors with due recommendations preferably within a weeks' 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.
- xiv) 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.
- xv) Review meetings will be held at NABARD, Karnataka Regional Office, Bangalore 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.
- xvi) 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. The work executed along with the completed drawing will be jointly inspected along with the contractor, Consultant and Employer before settling the final bill.
- xvii) 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.
- xviii) 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.



Details of NABARD Staff Quarters located at Bangalore:

Place / Location	Address	Number of Flats	Description	Approximate Carpet Area per Flat
BTM Layout	NABARD Staff Quarters, BTM Layout, Bangalore 560076	16 (12 + 04)	12 Flats in LF 3 and 04 Flats in LF 4	450
Nandini Layout	NABARD Officers Quarters, Nandini Layout, Bangalore 560096	52 (48 + 04)	12 Flats each in Block 27,28,29 & 30 and 04 Flats in Block 26 (GF)	830
Raheja Park Apartments	NABARD Officers Quarters, Block B, Magadi Main Road, Vijay Nagar, Bangalore 560079	60	All the Flats are in Block B	790
Skyline City Apartments	NABARD Staff Quarters, Skyline City Apartments, Chandra layout, Nagarbhavi 560072	36	10 Flats in Block I and 26 Flats in Block V	760

C. Scale of charges

i) The Consultant shall quote his/her remuneration in the format enclosed in Price Bid 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, inclusive of all taxes. Service Tax shall be paid extra as applicable.

D. Method / Mode of payment

The fees set out in Price Bid 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 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 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. Payment for the work done will be made to the consultant only when the formal agreement has been executed between the parties.

- 10% of the total fees after approval and finalization of the scheme.
- 15% of the total fees after submission and approval of the estimate and tender documents for the project.
- 15% of the total fees after awarding of the works to contractors.
- 20% of the total fees after execution of 50% of the work.
- 20% after settlement of the final bill of the contractor.
- 15% after certification of the final bill of contractors



- 05% after the expiry of the defect liability of the contractor's work.

The rates given in the BOQ tendered by the consultant/agency and as accepted by NABARD will form the basis of payment for such items under this contract.

The rates for any item work not included in the (Schedule of items, Rates and quantities) and which the consultant may be called upon to do by NABARD shall be fixed by the supplementary written agreement between the consultant and NABARD before the particular item or items of work is/are executed.

E. 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:

Stages of Assignment	Time Schedule
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.



F. General Conditions of Contract

Definitions

“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.

1.1 **“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.

1.2 **“Corporate Office”** means the Corporate Office of NABARD and includes any other offices as prescribed by NABARD from time to time for that purpose.

1.3 **“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.

1.4 **“Bank’s Representative”** means Representative appointed by the Employer as their representative to give instructions and supervise the work of the consultant at site.

1.5 **“The Consultant 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.

1.6 **“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.

1.7 **“Tendered value”** means the value of the entire work as stipulated in the work order.

1.8 **“Works” or “Work”** means the consultancy work described in the “Scope of Work” and/or to be executed in accordance with the contract.

1.9 **“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.

1.10 **“Drawings”** means the drawings prepared by Consultant/NABARD 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.

1.11 **“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.

1.12 **“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 15% towards all overheads and profits.



1.13 **“Schedule(s)”** referred to in these conditions mean the relevant schedule(s) annexed to the tender papers.

1.14 **“Local Controlling Authority”** means the Local Municipal Authority or any other appropriate statutory authority.

1.15 **“Month”** means calendar month.

1.16 **“Week”** means seven consecutive days.

1.17 **“Day”** means a calendar day beginning and ending at 00 Hrs and 24 hrs respectively.

2.0 **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.

3.0 **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. **The time of completion of work would be deemed as three years from the date of acceptance of work order issued by the Employer.**

4.0 **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.

4.1 **Scope of work:** The consultant shall carry out complete and maintain the said work in every respect in strictly accordance with this contract and with the directions of and to the satisfaction of the Employer to be communicated through NABARD.

5.0 **Location of work:** The work will be carried at Staff / Officers Quarters of NABARD located at various locations in Bangalore viz, (a) BTM Layout (16 flats = 12 flats in one block and 04 in another block), (b) Nandini Layout (52 flats = 48 flats in four blocks and 04 flats in another block), (c) Raheja Park (60 flats in one block) and (d) Skyline Apartments (36 flats = 10 flats in Block I and 26 flats in Block V). These flats are not located in a contiguous manner in Block I & Block V)

6.0 **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.

7.0 **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.



8.0 Contract document

On receipt of work order from the Employer, the successful tenderer shall be bound to implement the contract and within fifteen 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.

9.0 Language

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

10.0 Ownership of drawings

All drawings, specifications and copies thereof furnished by the Employer are the properties of the Employer. They are not to be used on any other work.

11.0 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 there from. 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.

12.0 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.

13.0 Extension of Time

13.1 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.

13.2 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.

13.3 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.



14.0 Completion of Work

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.

- a) Clearing the site of all scaffolding, wiring, pipes, and surplus materials by the contractor.
- b) Remove all rubbish, debris, etc, from the site by the contractor as required by the Employer.
- c) All defects/imperfections have been attended and rectified as pointed out by the Employer / Bank's Representative to the full satisfaction of Employer.

15.0 Force Majeure

15.1 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.

15.2 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.

15.3 From the date of occurrence of a case of force majeure, obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting there from having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.

15.4 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.

16.0 Peaceful handing over of the premises

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

17.0 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.

18.0 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



communications from the Employer neither shall relieve the consultant from fulfilling obligations under the contract nor will he be entitled to raise any claims arising out of such directions.

19.0 When Contract can be determined

Subject to other provisions contained in this clause, the Employer may, without prejudice to his any other rights or remedy against the consultant in respect of any delay, inferior workmanship, any claims for damages and / or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the cases.

20.0 Suspension of work

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 may consider necessary.

21.0 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.

22.0 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.

23.0 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/ Test Register

ii) Site order book

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

24.0 Other Terms and Conditions

24.1 Before quoting the fees, the Consultant shall visit and inspect the site and shall make his own assessment about the projects.

24.2 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.



24.3 The Consultant will be selected according to the lowest among total quoted fees of the project. Numerical value of the fees against the value shall be calculated by converting the percentage fees into values with respect to the approximate cost of the project.

24.4 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 Civil Engineering / Architecture.

25.0 Termination of Agreement

25.1 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.

25.2 If the Consultants shall close their business or die or become incapacitated from acting as such Consultants, then the Agreement shall stand terminated.

25.3 In case,

(i) the Consultants fail to adhere to the time schedule stipulated in the Para-E 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.

25.4 In case of termination under sub-clauses (25.1) or (25.2) or (25.3 i / 25.3 ii), 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.

25.5 In case of termination under sub-clause (25.1) or (25.2) or (25.3), 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.

26.0 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 2 months from the date of execution of this presents and shall be kept valid by the Consultants during the subsistence of this Contract.

27.0. Transfer of Interests

The Consultants shall not assign, sublet or transfer their interest in this Agreement.

28.0. 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.

29.0 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.

The award of the arbitrator shall be final and binding on both parties.

30.0 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

Date :-

Place :-

(Signature)

Name, Address and Seal of the Consultant



ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made this _____ day of _____ between the National Bank for Agriculture and Rural Development (NABARD), Karnataka Regional Office, Bangalore (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 and M/s _____ (herein after called "the Consultant") having its office at _____ of the other part.

WHEREAS the Employer is desirous of appointing "**Project Management Consultant for External and Internal Renovation Works in Staff Quarters located at (a) BTM Layout (b) Nandini Layout (c) Raheja Park and (d) Skyline City Apartments at Bangalore**" 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 Bangalore
8. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Bangalore and only Courts in Bangalore 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:

Signature:

Name:

Address:

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 :

The COMMON SEAL OF:

was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on:

Directors who have signed these

If the bidder signs under Present, Common seal, the signature clause should tally with the sealing clause in the Articles of Association

SIGNED AND DELIVERED by the Bidder

If the bidder is signing by the by the hand of Shri. hand of Power of Attorney, Whether a company or an individual.

Duly Constituted Attorney



Witness #1

Signature:

Name:

Address

Witness #2

Signature:

Name:

Address



UNDERTAKING

The Chief General Manager
Department of Premises, Security and Procurement
National Bank for Agriculture and Rural Development
No. 46, NABARD Towers
Kempe Gowda Road
Bangalore – 560 009

Dear Sir,

TENDER FOR SELECTION OF PROJECT MANAGEMENT CONSULTANT FOR EXTERNAL AND INTERNAL RENOVATION WORKS IN STAFF QUARTERS LOCATED AT VARIOUS LOCATIONS IN BANGALORE

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 Bankers are:

i)

ii)

The names of partners of our firm are:

i)

ii)

Name of the partner of the firm Authorized to sign:

OR

Name or person having Power of Attorney to sign the contract
(Certified copy of the Power of Attorney should be attached):

I) _____

II) _____

Yours faithfully

Place:

Date:

Signature & Seal



Annexure I

Part I – Basic Information

Sl. No.	Description	
1	Name of the Applicant / Organisation and address of the registered office	
2	Type of the Organisation (Whether Sole Proprietorship / Partnership / Private Limited / Limited or Cooperative Body etc)	
3	Name of the Proprietor/ Partners/ Directors of the Organization/ Firm	(a) (b) (c) (d) (e) (f)
4	Details of Registration (whether Partnership firm, Company, etc)- Registering Authority, Date, Registration No., etc. mentioning the business/ activity of the firm	
5	Experience in the field of years	
6	Technical personnel available in the Organization Details to be furnished in Part- III	
7	Address of the office through which the proposed work of NABARD will be handled and the name and designation of the Officer-in-Charge & e-mail id.	
8	Adequate and satisfactory evidence to indicate financial capacity of the Organization to undertake the said work with names of Bankers and their full address. (Solvency certificate from the Bank and Income Tax return may be attached)	
9	Details of factory and its location, machinery, technical personnel employed (Attach a separate sheet, if applicable)	
10	Yearly turnover of the company during last 5 years (year wise)	1. Rs. 2. Rs. 3. Rs. 4. Rs. 5. Rs.
11	Ability to provide Bank Guarantee or other equivalent forms of security from a Scheduled bank	Not Applicable
12	Whether any Civil suit/ Litigation arisen in the contracts executed during the last 5 years/ being executed. If yes, please furnish the name of the project, employer, nature of work and date and brief details of litigation.	Attach a separate sheet, if required

Signature of the applicant



Part II

a) Previous experience

List of important consultancy works executed by the firm during last five years costing Rs.and above.

S No .	Name of work and location	Nature of work involved in the contract (eg. Residential, offices, industrial, etc.)	Name of the owner and Architect. Also indicate whether Govt./ Semi-Govt./ Govt. of India Undertaking or Private body with full addresses & full name of the official from the owners side for whom the work was executed.	Contract Amount	Completion Period Stipulated	Completion Period Actual	Whether the work was left incomplete or contract was terminated from either side. (Give full details)	Any other relevant information including reason, if any, for delay in completion of the work.

Signature of the Applicant



b) List of important Consultancy works on Hand, costing Rs. lakhs and above.

S. no.	Name of the work & location	Nature of the work involved in the contract (eg. Residential offices, industrial, etc.)	Name of the Owner and Architects Also indicate whether Govt. or Semi Govt./ Govt. of India Undertaking or Private body with full addresses. Addresses & full name of the official from the owners side for whom the work was executed.	Contract Amount	Completion Period Stipulated	Completion period Expected	Present stage of work with reason, if the work is getting delayed	Any other relevant information

Signature of the Applicant



Part III – Technical Personnel and Experience

List of Technical Personnel, giving details about their technical qualifications, experience, etc.

Sl. no.	Name	Age	Qualification	Experience	Nature of the works handled	Name of the projects handled costing more than Rs. lakhs.	Date from which employed in your organization	Any other remarks

Signature of the Applicant

NOTE: Indicate other points, if any, to show your technical and managerial competency to emphasize any important point in your favour.



ANNEXURE II

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 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



ANNEXURE III

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 notarized.



ANNEXURE IV

Details of the Bank's Account

Name of the Firm/ Agency/ Contractor	
Category (Individual/ Partnership/ Proprietor/ Company, etc)	
Name of the Account Holder	
Registered Address of the Firm	
Name of the Bank's Branch and Address	
Bank's Code and Branch Code	
IFSC Code of the Bank's Branch	
Type of Account (Current/ Saving/ cash Credit)	
Account Number	
PAN Number	
Service Tax Registration Number	
TAN Number	
Other details, if any	

Please Enclose:

- i. A copy of the cancelled cheque of the bank account.
- ii. A copy of PAN Card.

(Signature and Full name of the authorized person with seal on behalf of Firm/ Agency/ Contractor)

Place:

Date:

ANNEXURE V



Particulars of Registration for Civil / Architecture / Consultancy related Works such as Municipal Authority, PWD, MES, Banks, PSUs, etc

Sr. No.	Name and address of authority(ies) with whom the firm is registered	Registration Details	
		Year	Is copy of letter enclosed

Signature & Seal of Consultant.



ANNUAL TURNOVER FOR THE LAST FIVE YEARS

Sl. No.	Financial Year	Total Contract Amount received in Rs.	IT Certificate enclosed Yes / No	Audited Balance Sheet copy enclosed Yes / No	Remarks
1	2011 - 2012				
2	2012 - 2013				
3	2013 - 2014				
4	2014 - 2015				
5	2015 - 2016				

SIGNATURE & SEAL OF APPLICANT