Tender for

Empanelment of Architect cum Project Management Consultant for various civil, interior works, design and cost estimation for repairs/renovation of Office Premises and Staff Quarters of NABARD, Jammu & Kashmir Regional Office, Jammu-180012



National Bank for Agriculture and Rural Development, Department of Premises, Security and Procurement NABARD Jammu & Kashmir Regional Office, Railway Road, Railhead Complex, Jammu-180012

Date of Issue of Tender	07-11-2024
Pre-Bid Meeting	11-11-2024 , 1100 Hrs
Last date of submission	18-11-2024, 1400 Hrs
Date of opening of Technical Bids	19-11-2024

INDEX

Sr. No.	Description	Page No.
1.	Notice Inviting Tender	4-6
2	Guidelines	4-6
3.	Part-I (Technical Bid)	7
4.	Form of Tender	8
5.	Scope of Work	9-12
6.	Terms & Conditions	13-16
7.	Annexure-I (Articles of Agreement)	17-18
8.	Annexure-II (Information to be furnished by the applicant)	19-20
9.	Annexure-III (Checklist/List of documents to be submitted along with application)	21
10.	Statement-I (List of Resource Person/ Associates/ Partners of the firm, qualification, experience including that in the present firm)	22
11.	Statement –II (List of Technical Experts and other personnel, technical qualification, experience including that in the present firm)	23

12.	Statement-III (List of Important Projects under execution by the applicant firm during last five years costing individual project of Rs. 10.00 lakh and above for Civil/Architectural Works and Rs. 5.00 lakh and above for Electricals/ AC/Interiors etc.)	24
13.	Annexure-IV (Evaluation matrix for the evaluation of Technical-Bid)	25- 28
14.	Part-II (Financial Bid)	29- 31

NOTICE INVITING TENDER

Nos. NB.JAMMU & KASHMIR RO/DPSP/ **78216**/2024-25

07 November 2024

Empanelment of Architect/PMC/Architect cum Project Management Consultant for various civil, interior works, design and cost estimation for repairs/renovation of office premises and staff quarters of NABARD, Jammu & Kashmir Regional Office, Jammu and various offices located (or to be located) across Jammu & Kashmir, Ladakh and DDM offices in various districts.

National Bank of Agriculture and Rural Development (NABARD) is a Body corporate established under the Act of Parliament, having its Regional Office at Jammu & Kashmir, Jammu, hereinafter referred as "Bank" intends to undertake repairs/renovation of its immovable physical assets viz Regional Office Building, Officers Quarter and Staff Quarters located in Jammu and various offices located (or to be located) across Jammu & Kashmir and Ladakh. Coverage includes own building, rental buildings and leased buildings. In this context, Bank intends to empanel Architect/PMC/Architect cum Project Management Consultant Architect cum Project Management Consultants for various works of civil engineering, interiors, design, cost estimation and supervision works, the detailed scope of work is mentioned in the subsequent para.

- 1. Interested applicants are required to submit their full bio-data giving details about their firms, work experience, technical personnel in their firm, spare capacity, proven competence to handle major work, in-house computer-aided design facility etc. in the enclosed pro-forma (Annexure- II)
- As the time and quality is the essence of a contract, the ability and competence
 of the applicant to render required services within the stipulated timeframe
 will be a major factor while selecting the Architect/ Project Management
 Consultant.
- 3. The Form of Tender can be signed by the person/s on behalf of the firm having necessary authorization/ Power of Attorney to do so. Each page of the application shall be signed (copy of Registration Certificate/ MoA/ POA to be enclosed along with the Technical-Bid).
- 4. If the space in the pro-forma is insufficient for furnishing full details, such information may be supplemented on separate sheet/s stating therein the part of the pro-forma and serial number and uploaded on appropriate link. Separate sheet can be used for each part of the tender application.
- 5. While filling up the pro-forma with regard to the list of the important projects completed or in hand, the applicant shall only include those projects/ works whose individual cost is not less than Rs. 10 lakh for Civil/Architectural works and Rs. 5 lakh for electrical/ AC/ interior design/ other works. Applicant having prior experience of working with Public Sector Undertakings

(PSUs)/Banks/Govt. Office will be given preference as indicated in Evaluation Matrix, Annexure IV.

6. The applicants must have following professionals on its roll:
At least one Graduate with B. Arch or equivalent having membership of Indian Institute of Architects/ Indian Council of Architecture/ Institution of Engineers(India) with minimum 5 years of experience in planning/designing on their regular establishment for not less than 5 years. The applicant must also have necessary draftsman support. The technical personnel should be available for consultation/ furnishing required help in getting plans sanctioned, obtaining completion certificate from local authorities etc.

The fees payable for the consultancy services will be linked to the value of project/s awarded by the Bank, for which the services of the consultant have been sought. Hence, the fees or service charges must be quoted in percentage terms (upto 2 decimal points, GST shall be paid extra as applicable) for value of works executed by the Bank and for which services have been rendered by the applicant. The maximum permissible limit for the percentage to be quoted is 3.5%. The fees will be inclusive of all costs for rendering the services as defined in the "Scope of Work". The "value of work" will be reckoned based on bill amount accepted by the Bank in respect of the executed works for which the consultancy services have been availed.

- 7. The percentage basis fee shall be valid for a period of 2 years. The 2 year contract period will be reckoned from the date of empanelment which may be further extendable for a period of 1 year subject to satisfactory services provided by the consultant.
- 8. Please note that this is a tender for empanelment. After the opening of the financial bids, the discovered L1 percentage/quote will be offered to all technically qualified bidders. Those bidders who agree to provide their services at the offered L1 rate will also be empanelled.
- 9. The applicant shall, with prior approval of the Bank and within his fees, engage the services of well qualified staff/specialist or consultants pertaining to services indicated below and will be responsible for all the following works:
 - (i) Rendering end to end services as required by NABARD including consultancy services for various repair/ renovation works including planning to execution to taking over which may require architect (designs, drawings / supervision) to civil (design/supervision/liaisioning/taking statutory approvals.) etc.
 - (ii) 2D/ 3D Design with cost estimates for renovation/ re-modelling of various projects like Renovation of Staff Quarters, Renovation of Senior Officers Cabins, Renovation of Toilets, Visiting Officer Flats (VOF), Visiting Employees Flat (VEF) etc.

- (iii) Liasoning with state agencies or authorities for any permissions, clearances, etc. if required and incidental to awarded work/assignment.
- 10. Any other specialized nature of work like electrical, HVAC, Structural design etc. not included in the scope of work required/ assigned by NABARD for which the firm/ agency does not have the technical experts on roll, it can hire technical person required for the work on actual cost basis with the prior approval from NABARD. In that case, no fee will be payable except the actual cost. Change in key personnel within organization is to be informed to NABARD immediately.
- 11. **The applicant must have registered office in Jammu (within Municipal limits).** Documentary evidence must be enclosed along with the Technical-Bid, in case the documentary evidence is not provided, the tender will be summarily rejected.
- 12. Applications containing false and/or incomplete information are liable for rejection.
- 13. Decision of the Bank about determining the selection of the Applicant/ Consultants shall be final. The Bank is not bound to assign any reasons therefore and reserve the right to reject any or all offers.
- 14. The agency/ firm or Architect or consultant selected for assignment shall be required to execute an agreement on non-judicial stamp with required stamp duty (Rs. 200/-) in the prescribed format. The stamp duty will be borne by the empanelled agency. Payment of professional fee shall be made in staggered manner depending upon progress of work. Retention Money Deposit of 5% of total payment amount shall be released after completion of Defect Liability Period.
- 15. Retention Money Deposit is liable to be forfeited if the lowest bidder turns down the offer after competing or any time during the project period if the pace of work or quality of work or any other breach of terms and conditions of the work order.
- 16. Compliance to the guidelines of Central Vigilance Commissioner (CVC) and other statutory authority (ies) will have to be ensured by the agency/consultant.
- 17. Evaluation matrix, as given in Annexure IV, will be used for evaluating the technical Bid on a matrix of 100 marks. Minimum marks for qualifying in Technical Evaluation is 50 marks. Final evaluation of Bid will be done only for those applicants who qualifies in the technical bid evaluation.
- 18. The decision of NABARD, Jammu & Kashmir Regional Office, Jammu in regard to selection of architect firm/ consultant will be final and binding on all bidders.
- 19. NABARD reserves the right to accept or reject any/all tender/s in part or whole of any firms without assigning any reasons whatsoever.
- 20. Bidders who will not meet the eligibility criteria mentioned above will not be considered for further evaluation and their bids will be out rightly rejected.

- 21. Pre-bid meeting is scheduled on 11 November 2024 at 11:00 hours. Venue for the same will be NABARD, Jammu & Kashmir Regional Office, Railway Station Road, Adjacent to Saraswati Dham Jammu. Bidders may attend the meeting after understanding the terms and conditions to seek clarification/s required, if any.
- 22. The applicant must meet the technical and other stipulated criteria with regard to experience, balance sheet size, positive net-worth (to be certified by CA) and others as mentioned in the tender document and evaluation matrix before applying for the empanelment.
- 23. Tender Evaluation Committee constituted by the NABARD shall evaluate the Bids received through GeM portal. The decision of the Tender Evaluation Committee in the evaluation of the Technical (including Pre-Qualification) and Financial bids shall be final. Technical Bid evaluation is to ensure that the proposed solution by the bidder meets the functional/technical requirements as outlined in the tender Document. No correspondence will be entertained in this regard. Tender Evaluation Committee will evaluate and compare the bids determined to be substantially responsive. It is Tender Evaluation Committee's intent to select the bid that is most responsive to the services and each bid will be evaluated using the criteria and process outlined. To qualify the Technical Bid Evaluation, the bidder must conform to all the requirements stated in the bid document and score at least 50 marks in technical evaluation criteria as mentioned in Annexure IV. Financial bids of only those bidders who qualify the technical bid evaluation will be opened. Actual final selection would be based on Quality and Cost Based Selection Method ("QCBS Method") as stipulated in the GFR Rules in the following manner: "relative weightage of technical bid to financial bid will be in the ratio of 80:20 and the proposals with the highest weighted combined score (technical bid and financial bid) shall be selected". The date of the tender will be as under:

Date of Issue of Tender	07-11-2024
Pre-Bid Meeting	11-11-2024
Last date of submission	18-11-2024, 14.00 h
Date of opening of Technical Bids	19-11-2024

-----sd------(Urmil Lata) Deputy General Manger

Part – I

TECHNICAL BID

Empanelment of Architect cum Project Management Consultant for various civil, interior works, design and cost estimation for Repairs / renovation of office premises and staff quarters of NABARD Jammu & Kashmir Regional Office, Jammu



National Bank for Agriculture and Rural Development

Department of Premises, Security and Procurement NABARD Jammu & Kashmir Regional Office, Railway Road, Railhead Complex, Jammu-180012 (Last Date of submission: 14:00 hours on 18 Nov 2024)

FORM OF TENDER

The Chief General Manager NABARD Jammu & Kashmir Regional Office, Railway Road, Railhead Complex, Jammu-180012

Dear Sir

Empanelment of Architect cum Project Management Consultant for various civil, interior works, design and cost estimation for repairs/renovation of office premises and staff quarters of NABARD, Jammu & Kashmir Regional Office, Jammu

I/We have read and understood the Notice Inviting Tender (NIT) and contents of 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 tender document are correct to the best of my/our knowledge and belief.

i)ii)(Pls. submit cancelled cheque, GST & PAN documents)The names of partners/director/proprietor of our firm/company

i)

are:

Our Bankers are:

ii)
(Please submit registration document/partnership deed/M & AoA/ Power of Attorney etc.)

Name	of	the	partner/Director/Proprietor	of	the	firm/company
Author	izec	l to si	gn:			
I)						
 II)						
Yours	faith	ıfully				
Place /	' Dat	te				
Signati	are 8	& Sea	l			

Scope of Work and other conditions

Services to be rendered by the Architect/Consultant

Scope of work shall include:

- 1. Subject to instructions of Bank (NABARD) the following needs to be adopted:
- (i) Undertake site visit, carrying out detailed survey, investigations and preliminary report.
- (ii) Preparation of documents: Preparation of sketches/

Conceptual/Architectural/drawings to scale, 3D walk through animated presentations, (if needed,) preparation of engineering drawings of proposed works. Presentation wherein the gist of the scheme may be explained to senior management of the Bank, making notes of minutes etc. changes alteration as per the suggestions if any, in the proposed design may be incorporated or deleted as necessary, to satisfy the Bank's need in order to firm up the proposed scheme design.

- 2. The following works shall be taken for design, cost estimation/ repairs/ Renovations etc. at office building and staff quarters of NABARD located in Jammu, Jammu & Kashmir:
- (i) Rendering consultancy services for various repair/ renovation works including Interior Designing and day-to-day supervision.
- (ii) 2D/ 3D Design with cost estimates for renovation/ re-modelling of various projects.
- (iii) Preparation of Bill of Quantities (BoQ) for suggested/ approved design/ works.
- (iv) Cost estimates shall include DSR reference and market rate analysis wherever required.

- (v) Broadly the works may be classified as under (but not limited to):
 - a) Renovation of Officer & Staff Residential Accommodations/Blocks.
 - b) Office interior works including renovation of cabins, toilets, staircase, Toilet/block, Workstations, etc.
 - c) Building rehabilitation works
 - d) Gardening and Landscaping works
 - e) Internal and external painting works
 - f) Improvement and strengthening of internal water/ sewage pipeline, drainage works
 - g) Lighting design, LAN cabling Electrical cabling/circuit and related incidental works
 - h) Water proofing works
 - i) Outdoor façade
 - j) Interior designing and decoration
- (vi) Any other specialized nature of work like electrical, HVAC, Structural design etc. not included in the scope of work required/ assigned by NABARD for which the firm/ agency does not have the technical experts on roll, it can hire qualified technical person required for the work on actual cost basis with the prior approval from NABARD. In that case, no fee will be payable except the actual cost.
- 3. Preparing final cost estimates with detailed specifications and rate analysis after incorporating necessary corrections, if any, as suggested by the Bank and submitting to the Bank.
- 4. Submitting the drawings as approved by the Bank to appropriate authorities and obtaining their approvals, wherever required.
- 5. Preparing final Architectural and detailed working 2D interior / exterior drawings with dimensions in MKS system and making 3D view walk through if needed/ required by the Bank. The Architect shall get all these drawings

and cost estimates approved by the Bank before releasing the same for execution or adoption. Architect shall submit minimum 3 sets of final approved drawings of required size separately to the Bank for reference and for record.

- 6. Preparing detailed BoQ, Drawings for the tender document for any interior /furnishing works, electrical work, LAN cable work, HVAC work, Loose furniture's and bought-out items, state of the art equipment's 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 Bank. Suitable time schedule shall be worked out mutually for the completion of the above items.
- 7. Execution of works: The Bank has a set policy for selection of the contractors and award of work viz. calling of Quotation, Inviting Tenders and award of work as per Bank's procurement policy and guidelines. The process involves preparation of Notice Inviting Tender (NIT) consisting of Detailed Tender Document, Estimates, Terms and Conditions, Design Specifications and Bill of Quantities. All the documents pertaining to the tender document have to prepared and submitted to the Bank for approval. For large works, if required Detailed Project Report need to be prepared and submitted to the satisfaction of the Bank.
- 8. Post Tender: Preparing select list/pre-qualification list of the contractors including making visits to the contractors' work along with the Bank'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 Bank and preparing the minutes of pre-bid meeting and submitting to the Bank for approval, assisting the Bank to conduct negotiation with bidder wherever necessary and after Banks

decision on the tender, preparing contract documents and getting them executed by the contractors selected by the Bank after obtaining Bank's approval for the contracts.

- 11. Preparing requisite number 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 Bank, the contractors and the site engineers for the proper execution of the work.
- 12. 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.
- 13. 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 Architect or Civil Engineering having minimum 5 years' experience in similar type of works) as necessary 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 Engineers shall be engaged full time during the progress of work on daily basis throughout the entire period of the Project for day-today 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.
- 14. During the course of execution of the project, suggesting any change in the design if required, taking measurements jointly with the contractors/contractor's 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.

- 15. Preparing the rate analysis of extra / substitute items, if any, with respect to Delhi Schedule of Rates/CPWD, issued by the GoI with due recommendations and submitting to NABARD for its approval.
- 16. Certifying the Running Account (RA) Bills and Final Bills of the contractors with personnel visit and verification and due recommendations preferably within a week's time of submission of bill by the contractor and submit to NABARD for sanction so that the Bank shall be able to make payments to the contractor within reasonable time.
- 17. 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.
- 18. Review meetings will be held at NABARD, Jammu & Kashmir Regional Office, Jammu on a weekly basis as and when required, in the presence of the architect, contractor and a representative of the Bank and issues related to smooth execution of the project shall be discussed. The minutes of the meetings shall be recorded by the Architect and get it approved by the Bank. The changes as decided in review meeting and as per the approved minutes shall be communicated to the contractor in writing by the Architect within a weeks' time of the review meeting.
- 19. Issue 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, architect and Bank Officials before settling the final bill.

- 20. Procurement of all necessary certificates from different government authorities
- 21. Any other services incidental to or connected with the said works usually and normally rendered by architect and not referred to in any of the items referred to above.
- 22. The Architect's association will continue from the beginning of the project work till its completion, settlement of the bills and during defect liability period. The Architect 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.
- 23. Any other work related to repair/renovation/civil works/ design/ drawing etc. as suggested by the Bank.

24. Payment of Fees

- a) The Consultant shall quote the consultancy fee in financial bid for the services to be rendered by them in relation to the said works and in particular for the services herein mentioned as the percentage of actual cost of individual project. For very high value projects exceeding one crore and above bank reserves its right to call for quotation through open tenders or other processes as per laid down procedures of central government/ NABARD expenditure rules.
- b) GST shall be paid extra as per applicable rates.
- c) Any other taxes, levies, permission fee from Government etc. will be paid as per actuals.
- d) The remuneration as the percentage of actual cost of project shall remain constant for all the projects irrespective of the size of the project.

e) TDS and other statutory deductions shall be deducted from the invoice as per applicable rates.

25. Method/ Mode of Payment

The fees set out shall be initially calculated and paid on the basis of the estimated value of each work as approved by NABARD 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.

- (i) 10% of the total fees after approval and finalization of the work/project.
- (ii) 20% of the total fees after submission and approval of the estimate and tender documents for the work/project along with requisite drawings etc.
- (iii) 10% of the total fees after awarding of the works to contractors
- (iv) 20% of the total fees after execution of 50% of the work by the contractor.
- (v) 20% after certification of the final bill of contractors
- (vi) 15% after settlement of the final bill of the contractor.
- (vii) 05% of fee along with RMD will be paid after the expiry of the defect liability of the contractor's work.

The fees will be calculated as the percentage quoted on the actual cost of works as executed and 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 fees.

The Consultant's fee includes all the expenses related with salaries of site Engineer, other officers/staff, Consultant fee and profits, local conveyance, TA, DA, etc. for visiting to our office and site for review meetings/inspection of works.

26. Time Schedule for Assignment

Following time schedule shall be generally followed by the Architect 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 the respective Work order.	Within 10 days
Submission of Final estimates/scheme	Within 7 days of approval on corrected Initial scheme
Submission of draft detailed estimation, draft tender document with BOQ and drawings	Within 7 days of approval on Final scheme
Scrutiny of Price Bid, submission of Comparative statement with recommendations	Within 7 days of opening of Price Bid
Submission of progress report of the project	Every week
Review meeting of the project with contractor, consultant and Bank's Engineer	Every Week or as required by the bank.
Certification of RA Bill of the contractor and submission	Within 7 days of submission of RA Bill
Certification of Final Bill of the contractor and submission	Within 21 days of submission of Final Bill.

Liquidated damages for delay in completion of the work on part of consultant will be levied at 0.25% of the value of the work order for every week of delay or part thereof, subject to maximum of 5% of the value of work order.

27. Other Terms and Conditions:

- i) Before quoting the fees, the Consultant at his own cost, if desires so, shall visit and inspect the site/s and shall make his own assessment about the site conditions, nature of assignment and type of works to be executed.
- ii) The Consultant will be selected according to Bank's procurement policy and guidelines amongst the empaneled firms. Depending upon the size of project, NABARD reserves it's right to appoint consultants as per GFR guidelines and NABARDs expenditure rules and quotations can be called for any work.
- iii) The Consultant shall depute sufficient number of technical personnel in the project for daily supervision, monitoring, quality control and measurements to ensure smooth progress of the project as scheduled. Only those personnel will be allowed to supervise/monitor the work whose details are indicated in Annexure II /Statement II or otherwise mutually agreed by both the parties. Changes in key personnel needs to be intimated to NABARD immediately.
- iv) Bank if desires could depute the empaneled agencies to work with other offices/training institutions like NBSC and BIRD, Jammu or any other institution related to the bank or as deemed fit.
- v) In case the empaneled firm fails to accept the offer, Bidder with next higher total marks under QCBS selection process can be offered empanelment.

28. Termination of Agreement

a) The agreement herein may be terminated at any time by either party by giving a written notice of One month 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 Bank shall be entitled to terminate the agreement and entrust the work to any other Consultant.

b) If the Consultants shall close their business or there is change in business composition due to any reason by which key consultants can no more act as Consultants, then the Agreement shall stand terminated.

In Case

- (i)the Consultants fail to adhere to the time schedule stipulated in the Para 25 therein or the extended time which may be granted by the Bank in his sole discretion, OR
- (ii) there is any change in the constitution of the Consultants' company or firm for any reason whatsoever, the Bank 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 solely decided and determined by the Bank.
- e) In case of termination under sub-clause (a) or (b) or (c), the Bank may make use of all or any drawings, estimates, measurements 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 Bank and the same shall be surrendered by the Consultants to the Bank within ten days from the date of such termination, without demur.
- f) In case, any court in India debars the consultant or the firm/agency to carry out any business in the area/region/country, the effect of termination of

agreement/contract with this office will be ab initio from the date of pronouncement of court order, until further order from the court.

29. Damages

Notwithstanding what is contained in clauses herein above, if the Bank 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 Bank and a certificate issued by the Bank as regards the amount of such loss or damage shall be final and conclusive as between the Bank 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 Bank, shall, without prejudice to the Bank's right to recover the same in accordance with the law, be recovered by the Bank from any sums payable to the Consultant, either under this contract or any other contract made between the Bank and the Consultants for any other works belonging to the Bank, 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 Bank 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 Bank within a period of 2 (two) months from the date of execution of the contract and shall be kept valid by the Consultants during the subsistence of this Contract.

30. Transfer of Interest

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

Agreement, without the written consent of the Bank.

31. 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 Bank 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.

32. 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 Bank will be final and binding.

33. Services continued to be rendered not withstanding 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.

These will be contract based consulting services and no/any other right

remuneration except service charge is payable by NABARD.

Accepted all terms & conditions

(Signature, Name, Address and Seal of the Consultant)

Date:-

ANNEXURE - I

ARTICLES OF AGREEMENT

WHEREAS the Bank is desirous of getting the consultancy services from Architect cum Project Management Consultant for various civil, interior works, design and cost estimation for repairs/renovation of office premises and staff quarters of NABARD, Jammu & Kashmir Regional Office, Jammu_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 Bank.

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: -

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.

- 1. The Bank 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.
- 2. 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.
- 3. This Agreement and documents mentioned herein shall form the basis of this contract.

- 4. The Consultant shall afford every reasonable facility for execution of the said work.
- Time and Quality of work 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.
- 5. All payments by the Bank under this contract will be made only through Online/electronic mode.
- 6. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Jammu and only Courts in Jammu shall have the jurisdiction to determine the same to the exclusion of all other courts.
- 7. That all the parts of this contract have been read by the Consultant and fully understood by him/her.
- 8. Period of Contract will be two years from the date of execution of the agreement which may be further renewed based on the efficiency of the services as determined through review by NABARD, Jammu & Kashmir Regional Office, Jammu for a period of one year at existing rates.
- IN WITNESS WHEREOF the Bank 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).

As witness our hands are affixed this _Day of __month of 2024

Signed and Delivered by NABARD by the hand of:	Signed and Delivered bidder(Consultant) by NABARD by the hand of:
Name:	
Designation:	Name:
	Designation:
In presence of :	In presence of :
1)	1)
2)	2)

Annexure II Information to be furnished by the applicants

S.N	Particulars	Details
1	Name and registered office address, e-mail ID and contact details of the firm	Attach a separate sheet
2	Whether proprietorship/partnership firm etc with full details of other partners/ associates /resource persons (interior designer, electrical, HVAC etc) including their name, professional qualification, work experience etc.	Details to be furnished in the prescribed proforma (Statement- I)
3	Name, qualification and experience of technical experts and other personnel employed in the firm	Details to be furnished in the prescribed proforma (Statement- II)
4	Whether registered as a member of Institute of Architects/ or Indian Council of Architecture	Furnish details with documentary evidence
5	Details of experience as practicing architects/consultants	Attach a separate sheet
6	Important projects executed during last 5 years by the firm together with estimated cost of individual project. The work orders/completion certificates from clients to be enclosed.	Details to be furnished in the prescribed proforma (Statement- III)
7	Whether the firm/ applicant is empaneled with Reserve Bank of India/ State Bank of India/ SEBI/ Central Govt/ State Govt. If yes, please enclose documentary evidence	Attach a separate sheet
8	Name and address of Bankers of the applicants	Attach a separate sheet
9	Turnover of the firm during last three financial years (Rs. lakh) upto 31.03.2024	Attach a separate sheet
10	List of registration with other firms/ Oragnizations	Attach a separate sheet
11	Proof of the registration of Shops and Establishment and the GST	Attach Self attested copies

12	Location of Office in Jammu with proof	Attach a separate sheet
13	Telephone nos. & contact details of key persons	Attach a separate sheet

Note:

- 1. All copies submitted by the prospective bidder shall be self- attested failing which, bid submitted is liable for rejection
- 2. Submission of work order copies against experience criteria without providing work completion certificate may not be considered by the Bank.

Annexure-III

<u>List of Documents to be submitted along-with application by uploading the same at appropriate links on GeM portal:</u>

- (a) Constitution of the firm, Memorandum/ Association of Agreement
- (b) Power of Attorney, if any
- (c) Audited Balance Sheet for last three FYs i.e.FY 2021-22, FY 2022-23, FY 2023-24
- (d) IT Return for last three FYs i.e. FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24
- (e) Particulars of firms/ partners (Statement I)
- (f) Particulars of Technical/ Other personnel (Statement II)
- (g) List of important projects executed by the firm during last five years costing Rs.10.00 lakh and above for civil works and Rs.5.00 lakh and above for Electrical/air Conditioners/ Interiors etc. (Statement III). Work orders from client to be enclosed.
- (h) List of important projects under execution by the firm during last two years costing Rs. 10.00 lakh and above for civil works and Rs.5.00 lakh and above for Electrical/air Conditioners/ Interiors etc. (Statement III). Work orders from client to be enclosed.
- (i) Self-attested copies of the registration under Shops and Establishment Act and the GST

Statement- IList of Partners/ Resource Person/ Associates of the firm, qualification, experience including that in the present firm

S.N	Name	Qualific ation	Consultancy experience (05 years)	Work/ projects Handled costing more than Rs. 10 lakh for civil works and Rs. 5 lakh for electrical/ AC/Interior design	F y	Date of employment	Special Experience	Remarks, if any
1	2	3	4	5	6	7	8	9
		. ,						

[#] In case extra sheet is required, same may be added.

Signature of the applicant

Seal

Note: Mention other points, if any, to establish technical and managerial competence to indicate any important point in your favour

Statement-II

List of personnel employed as Technical Experts and other personnel, technical qualification, experience including that in the present firm

S.N	Name	Qualifi cation	Consultancy experience (years)	Work/ projects handled costing more than Rs. 10 lakh for civil works and Rs. 5 lakh for electrical/ AC/Interior design	Name of Organization with address /email where employed	Date of employment with the bidder	Special Experience	Remarks, if any (previous work experience of technical experts can be mentioned here)
1	2	3	4	5	6	7	8	9

[#] In case extra sheet is required, same may be added. Signature of the applicant:

Seal

Note: Mention other points, if any, to establish technical and managerial competence to indicate any important point in your favour

Statement-III

List of important projects executed by the applicant firm during last five years costing individual projects of <u>Rs. 10.00 lakh</u> and above for Civil Works and Rs. 5.00 lakh and above for Electricals/ AC/Interiors etc. (FY 2018-19 to FY 2023-24)

S.N	location, contract	Nature of work Involved in the contract (e.g. Residential, office, etc.) and	Name of the employer with full address, email ID and			relevant information didress,	•	if any
		other details.	contact details (enclose work orders from the employer)		Stipulated	Actual		

Signature of the applicant:

Seal

Note: Mention other points, if any, to establish technical and managerial competence to indicate any important point in your favour. Bidders are encouraged to submit testimonials etc. received from earlier assignments which can support their cause.

Annexure- IV

Empanelment of Architect/ Consultants in NABARD Jammu & Kashmir Regional Office, Jammu

Evaluation Matrix for Evaluation of Technical BID

Name of the Applicant:

			Documents Required
S.N	Particulars	Sub- Mark s	
1	Experience of the Firm /company	10	Copy of the Certificate of Incorporation issued by Registrar of Companies. In case of Partnership
			firm, duly signed and notarized copy of the partnership deed or
(i)	More than or equal to 7 years	10	a Certificate of Registration issued
(ii)	More than or equal to 5 but less than 7 years	8	by the Registrar of Firms; or in case of a sole proprietorship, a GST registration certificate and PAN card
(iii)	Less than 5 years	ineligible	copy of proprietor along with bank
2	Work Experience of the Technical Experts (B. Arch./B. Tech) engaged with the firm (including experience with previous firms)	10	Certified copies of Number of projects overseen/monitored by expert along with supporting documents as evidence.
(i)	More than 8 years (any two)	10	
(ii)	More than 5 years but less than 8 years (any two experts)	8	
(iii)	More than 3 years but less than 5 years (any two experts)	5	

			Documents Required
S.N	Particulars	Sub- Mark s	
3	Technical qualified persons on the rolls of the firm	10	Copies of qualifying certificates
(i)	Three or more experts with B.Arch /B. Tech (Civil /Electrical Engg.) or higher qualification	10	
(ii)	Two experts with B.Arch /B. Tech (Civil /Electrical Engineering) or higher qualification	8	
(iii)	Only one qualified expert (B.Arch)	5	
(i) (ii) (iii) (iv)	Number of consultancy projects executed by the firm during last five years (FY 2019-20 onwards) costing Rs. 10.00 lakh and above for civil works OR Rs. 5.00 lakh and above for Electrical/ air Conditioners/ Interiors etc. (Statement III) for individual projects 5 or more projects out of which at least one work carried out for Public Sector Undertakings (PSUs)/Banks/Govt. Office. 5 or more projects 3 or more but less than 5 projects LESS THAN 3 PROJECTS	15	Work order along with proof of work completion
5	Number of projects under execution by the firm with project cost Rs. 10.00 lakh and above for civil works/composite works	10	Work order

			Documents Required
S.N	Particulars	Sub- Mark s	
	OR (Rs. 5.00 lakh and above for Electrical/ air Conditioners/Interiors etc.)		
(i)	6 or more projects	10	
(ii)	4-5 projects	7	
(iii)	2-3 projects	05	1
6	Size of Balance Sheet (audited) on a/c of architectural / project management consultancy	15	
(i)	Average Balance sheet of last three years more than Rs. 25 lakh	15	CA Certificate indicating average
(ii)	Average Balance sheet of last three years more than Rs. 15 lakh but less than Rs. 25 lakh	10	annual turnover details, Audited Balance Sheet and Profit and Loss Account/IT Returns of last three years.
(iii)	Average Balance sheet of last three years more than Rs. 5 lakh but less than Rs. 15 lakh	5	years.
(iv)	Average Balance sheet of last three years less than Rs. 5 lakh	0	
7	Empanelment and recommendation Status	15	Empanelment letter from RBI/NABARD/SEBI/SBI/Public
(i)	Empanelment with RBI/ NABARD /SEBI/ SBI/ Public Sector Banks/SIDBI/Any PSU	5	Sector Banks/SIDBI/Any PSU /Autonomous Public Body/State or Central Govt.
(ii)	At least 02 successful work completion certificate from any of the empanelling organization during the period of empanelment.	10	Work order along with proof of work completion certificate.

S.N	Particulars	Sub- Mark s	Documents Required
(iii)	No Empanelment	0	
8	Presentation based on one design and estimate(See note 2 below)	15	
	TOTAL	100	

Note for above:

- 1. To demonstrate experience against criteria specified above, bidder must submit relevant documents as per Annexure IV
- 2. Along with bid, the bidder is required to submit a drawing and an Estimate with detailed BOQ for a Modular kitchen with chimney for a kitchen drawing given as per Annexure V. The top ten bidders or all bidders in case less than 10 bids are received based on marks from parameters 1-7 above will be invited for making the presentation about their firm and the design and combined marks from 1-8 will be decided. Please note that this empanelment is not only for kitchen works but all the other works that are planned.
- 3. A technical bid shall have to meet the Minimum Qualifying Marks of 50 marks as per Annexure IV. The Bids meeting the minimum qualifying marks shall be called 'Qualified Bids' and shall be eligible for financial evaluation of the bid.
- 4. Please note that, in case sufficient bids (at least 4) meeting 50% qualifying marks are not received, NABARD reserves its right for providing additional relaxation for minimum marks by maximum 10 (new norm at 40%). Bids not meeting the minimum qualifying marks after such relaxation also shall be rejected.
- 5. 'Qualified Bids' (meeting the minimum Qualifying Marks) and conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Evaluation Criteria shall be considered for further evaluation as per the Evaluation Criteria given below:
 - i. Price Bids shall be evaluated taking into account the Price quoted for all services excluding GST (CGST & SGST / UTGST or IGST).
 - ii. Quoted price must include all liabilities and taxes including statutory liabilities excluding GST, which shall be quoted separately in the Price Bid format.

- iii. To ascertain the Inter-se-ranking of the bids, the Quality & Cost Based Selection (QCBS) methodology as mentioned below shall be adopted:
 - a) An Evaluated Bid Score (B) will be calculated for each bid, which meets the minimum Qualifying marks of 50 in Evaluation Criteria, using the following formula in order to

have a comprehensive assessment of the Bid price and the Quality of each bid:

B = $(C_{Low}/C) \times 100 \times X + (T/T_{high}) \times 100 \times Y$ where,

C = Evaluated Bid Price of the bidder

C_{Low} = The lowest of the evaluated bid prices among the responsive bids

T = The total marks obtained by the bidder against "Quality" criteria

Thigh = The highest mark scored against "Quality" criteria among all responsive bids

X = 0.2 (The weightage for 'Quoted price' is 20 %)

Y = 0.8 (The weightage for 'Quality' is 80 %)

The Evaluated Bid Score (B) shall be considered up to two decimal places.

- b. Empanelment shall be done to 03 bidders with the highest Evaluated Bid Score (B)
- c. In the event of two or more bids having the same highest Evaluated Bid Score (B), the bid scoring the highest marks against Quality criteria will be recommended for empanelment. Even if there is a tie, "draw of lots" will be resorted to arrive at the recommended bidder.
- d. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation.

Annexure V

Proposed Plan for a modular kitchen in NABARD Gram, Channi Rama, Jammu.

Part – II

FINANCIAL BID For

"Empanelment of Architect cum Project Management Consultant for various civil, interior works, design and cost estimation for repairs/renovation of office premises and staff quarters of NABARD, Jammu & Kashmir Regional Office, Jammu



National Bank for Agriculture and Rural Development Department of Premises, Security and Procurement NABARD Jammu & Kashmir Regional Office, Railway Road, Railhead Complex, Jammu-180012

Financial Bid

Empanelment of Architect cum Project Management Consultant for various civil, interior works, design and cost estimation for repairs/renovation of office premises and staff quarters of NABARD, Jammu & Kashmir Regional Office, Jammu

Particulars	Scale of Fee to be quoted by Consultant as percentage (%) of project cost (upto 2 decimal places) (both in words and figures)
Conceptual drawings with up to 03 alternates designs as per requirement, Preparation of detailed estimate after site visit and measurements, BoQ with sufficient architectural 2D Drawings for the purpose of calling tender/inviting bids including services of Services of Qualified Interior Designer for design & detailing of interiors including suggesting color schemes, materials and aesthetics, illumination with drawings if required.	In fig (%): In words:
Detailed 3D Visual animation/walkthrough video	In fig (%): In words:
Supervision with sufficient site visits, certification of bills, work completion certificate	
TOTAL	In fig(%) In words:

Note:

I. Consultancy Fees to be quoted inclusive of all expenditure related to consultancy assignment as per scope of work and tender conditions including all overheads. GST shall be paid extra as applicable.

- II. Separate work order for each assignment will be given by NABARD and project cost means estimated cost or actual cost, whichever is less. Cost of items/services directly purchased/sourced by NABARD will not be included in the project cost.
- III. Please note that this is a tender for empanelment. After the opening of the financial bids, the discovered L1 percentage/quote will be offered to all technically qualified bidders. Those bidders who agree to provide their services at the offered L1 rate will also be empanelled.

DECLARATION

I/We have read and understood all instructions/conditions and I/We have taken into account the above instructions/conditions while quoting the rates.

Place: Date:

Name, Address and Seal of the Consultant