

**Tender for Selection of Consultant
for
Supply, installation, testing and commissioning of
Fire Fighting System
at NABARD Tower, 24 Rajendra Place, New Delhi**



**National Bank for Agriculture and Rural Development
Regional Office, New Delhi**

**Last Date of submission:
15.00 Hours on 16 September 2019**

NOTICE INVITING TENDER

Tender for Selection of CONSULTANT for supply, installation, testing and commissioning of Fire Fighting System in NABARD Tower, 24, Rajendra Place, New Delhi.

The National Bank for Agriculture and Rural Development invites offer from Fire Fighting Experts/Consultants/Agencies for rendering consultancy services for supply, installation, testing and commissioning of Fire Fighting System in NABARD Tower, 24, Rajendra Place, New Delhi.

Applicants are requested to submit their offer in sealed envelope for the aforesaid work as per terms and conditions and other requirements as mentioned more specifically elsewhere in this tender document.

2. Applications are invited through competitive bidding from Fire Fighting Experts/Consultants/ Agencies with adequate qualified professional staff and who have successfully carried out replacement of Fire Fighting System for major Public sector Undertakings / Corporates / Public Limited Companies/Reputed Pvt.entities.

3. Applicants are advised to submit their tender as **Technical bid(Part-I) and Price Bid (Part-II)**. The tender documents can be down loaded from our web site www.nabard.org from **26.08.2019 to 16 September 2019**.

4. The Tender Documents issued to you contains Technical Bid (Part-1) and Price Bid (Part-II).

5. Properly filled applications as Technical Bid (Part-I) and Price Bid(Part-II) shall be submitted separately in two sealed envelopes, duly furnishing all the required information. These two separate sealed envelopes should be **superscribed as “services for supply, installation, testing and commissioning of Fire Fighting System in NABARD Tower, 24, Rajendra Place, New Delhi.”**, and **“Price Bid(Part-2) for Selection of Consultant for services for supply, installation, testing and commissioning of Fire Fighting System in NABARD Tower, 24, Rajendra Place, New Delhi.”** respectively. The two envelopes (Part-1 & Part-II) should be inserted in another sealed envelope which should be superscribed as **“Tender for Selection of Consultant services for supply, installation, testing and commissioning of Fire Fighting System in NABARD Tower, 24, Rajendra Place, New Delhi.”** and should be **addressed to “The General Manager/Officer In-charge, , National Bank for Agriculture and Rural Development, NABARD Tower, 24 Rajendra Place, New Delhi”**, so as to reach this office **latest by 15:00 hours on 16 September 2019**. The tenders shall be submitted in 'Original' to the Bank.

6. **Tender Document Cost of Rs.500/-** (Rupees Five hundred only) by way of a Demand Draft from a Nationalised Bank/ Scheduled Bank payable at Delhi in favour of 'NABARD'

should be submitted along with the Technical Bid. Tender without Tender Document Cost shall be rejected.

7. Your Sealed offer **Part-I (Technical Bid)** will contain “**entire Tender Document except Price Bid**” and **Part-II (Price Bid)** will contain “**Scale of fees**”.

8. A **pre-bid meeting** is scheduled to be conducted at **11.00 Hours on 12 September 2019** at our office in the above address. Bidders or their authorised representatives are requested to attend the meeting. The decisions taken by the bank on the queries raised by various bidders, will also be part of the tender. Hence, the interested parties are advised to attend the pre-bid meeting or see the clarifications of Pre-bid meeting if any, which will be uploaded on our website subsequently.

9. **Technical Bid(Part-1) shall be opened at 16:00 hours on 16 September 2019 in the presence of bidders/their authorized representatives, who choose to be present.**

10. Price Bids(Part-II) of only qualified bidders as per the pre-qualification criteria will be opened. Time and Date of Opening of **Price Bid(Part-II)** shall be communicated to the qualified bidders after completion of scrutiny of Technical Bids.

11. The bids shall be accepted only in respect of those bidders whose tenders are in line with the requirements as per NIT, terms and conditions of the tender document and if the same is acceptable to the Employer. The decision of the Employer in this regard shall be binding on the bidders and not open to question or appeals.

12. Tenders received later than the time and date prescribed, on account of any reason whatsoever as also telegraphic and Faxed tenders shall not be considered.

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

14. Any conditional offer will not be accepted. For any clarifications, you may contact NABARD, Liaison Section, 5th Floor, New Delhi personally or by sending e-mail at delhi@nabard.org.

Yours faithfully

(Vijay Kumar Pahwa)
Assistant General Manager
NABARD,
NABARD TOWER, 3rd Floor,
24, Rajdendra Place,
New Delhi

PART-I: TECHNICAL BID

TENDER FOR SELECTION OF CONSULTANT/AGENCY FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF FIRE FIGHTING SYSTEM IN NABARD TOWER, 24, RAJENDRA PLACE, NEW DELHI

FORM OF TENDER

The General Manager/Officer Incharge

National Bank for Agriculture and Rural Development

NABARD Tower, 24, Rajendra Place

New Delhi

Dear Sir,

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, Price Bid instructions etc. I/We do hereby declare that the information furnished by me/us in the tender documents and in the supplementary sheets from pages _____ to _____ are correct to the best of my/our knowledge and belief.

Our Banker's are :

i)

ii)

The names of partners of our firm are :

i)

ii)

iii)

Name of the partner of the firm
Authorized to sign:

OR

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

I) _____

II) _____

Yours faithfully

Signature

Place
Date

Seal of Consultant/Applicant / Firm/Agency with address

PART-I: TECHNICAL BID

TENDER FOR SELECTION OF CONSULTANT/AGENCY FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF FIRE FIGHTING SYSTEM IN NABARD TOWER, 24, RAJENDRA PLACE, NEW DELHI

A. Eligibility Criteria of the consultants/Agencies/Firms/applicants:

1. The applicants should be qualified Fire Fighting Expert.
2. The firm should have in-house technical professionals in the field of installation and commissioning of Fire Fighting System and whose details should be provided as per the proforma attached in the Technical Bid.
4. The firm should have at least an experienced person having Degree in Fire Safety and Fire engineering with minimum 2 years of professional experience or Diploma in Fire and Safety Engineering with minimum 3 years of professional experience specifically for this work at site as whole day basis for day to day supervision and whose self attested Bio-Data, with copy of photo ID, copy of proof of qualifications and experiences certified by a Gazetted officer should be submitted with the Technical Bid.
5. The firm should have applicable Tax registrations (GST and PAN)
6. The firm should have a current / savings bank account with a scheduled commercial bank. A cancelled cheque leaf to be submitted and details of Bank/Branch/IFSC /Account no. to be furnished
7. The firm should have at least 5 years of experience in the field of consultancy in respect of installation and commissioning of Fire Fighting System.
8. Average Annual turnover of the firm during each of the last three years ending 31.03.2019 should atleast ₹5.00 lakh.
9. The firm should have undertaken consultancy assignment of supply, installation, testing and commissioning of Fire Fighting System during the last 4 years ending 31.3.2019 of at least:
 - i) three consultancy assignments with total estimated cost/completed cost of project under an individual assignment should not be less than ₹6.00 lakh
 - ii) two consultancy assignments with total estimated cost/completed cost of project under an individual assignment should not be less than Rs9.00 lakh

iii) one consultancy assignment with total estimated cost/completed cost of project under the assignment should not be less than Rs12.00 lakh.

The consultant/applicant should submit the certified proof for establishing the above pre-qualifications, along with filled in proforma in the Technical Bid.

iB. Instructions to the consultants/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. The consultant should have a separate in-house team of professionals consist of experienced/qualified Fire Management Engineers.
- iv. The scope of the work is “Consultancy and Project Management Assignment” for supply, installation, testing and commissioning of Fire Fighting System at NABARD, NABARD TOWER, 24 Rajendra Place, New Delhi.
- v. The fees/charges for rendering the services as per scope of work shall be quoted by the applicant in the Price bid to be submitted separately in a sealed envelope as Part-II.
- vi. Decision of the Bank with regard to determine 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.
- vii. Sufficient **supporting documents should be furnished** to prove the **eligibility** at Para-A. The consultant should fill the proforma (with Statements–I, II & III) along with the supporting documents.
- viii. **Price bids of only those applicants/consultants qualified in the Technical bid will be opened for the selection of consultant.**

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

Scope of the consultancy will include the following works:

1. Taking the Employer (NABARD)’s instructions and after visiting the site and detailed surveying and investigations, preparing a scheme how to install the fire fighting system 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.

2. Preparing preliminary project cost estimate on the final scheme and preparing report on the merits of the selected scheme, so as to enable the employer to take a decision on the final scheme as a whole and approve the same.
3. Appointing and instructing other consultants, such as Structural consultants, Electrical consultants, other consultants etc. as per the requirement for the said works or part or portion thereof as may be considered necessary by the Employer at the Consultants own cost and paying the fees to such other consultant.
4. Preparing final project cost estimate with detailed specifications and rate analysis should be analysed according to the prevailing market rates.
5. Submitting the drawings as approved by the Employer to appropriate authorities and obtaining their approvals, wherever required.
6. Drawing up detailed tender documents for the work in all respect 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.
7. Preparing complete final scheme, 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, legibly indicating dimensions and descriptions with a stamp of "Good for Fire Management" separately to the employer for reference and for record.
8. Facilitating the selection of contractor through open bidding. Preparing the draft paper advertisement for Notice Inviting Tender (NIT) and submitting to the Employer for advertising, arranging and attending 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(NABARD) for approval, attending tender opening process, scrutinising the Technical Bids, preparing select list/pre-qualified list of the contractors with the approval of the Employer after making visits to the contractors' work jointly with the Employer's representatives, if and as desired/required, scrutinising the Price Bids, preparing comparative statements of quotes of the contractors and submitting assessments and recommendations thereon, assisting the Employer to conduct negotiation with bidder wherever

necessary, preparing contract documents after employer's decision on the tender and its approval of award of work and getting the work executed by the contractor selected by the Employer.

9. Preparing and submitting to the employer the requisite number (not less than three) of copies of the contract documents including all drawings, specifications and other particular and such further details and drawings as are necessary including soft copies, for use of the Employer, the contractors and the site engineers for the proper execution of the work.
10. Assuming full responsibility for design for all works, for the quantity of the materials used in the work and installations and ensures that the installation of Fire Fighting System is according to the designs, drawings and specifications.
11. Assuming full responsibility of Project Management Consultancy 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 Site Engineer/Technical staff (a Graduate in Fire Safety and Fire Management having minimum 2 years experience in installation and commissioning of Fire Fighting System or a three year Diploma holder in Fire Safety and Fire Management with minimum 3 years experience in installation and commissioning of Fire Fighting System) to ensure proper quality and timely execution of the said works as per drawings and specifications. Bio-data of above technical staff with copies of proof of qualification and Government identity certified by a Gazetted officer should 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 guidance 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 involved updated. The Consultant shall have to coordinate his work with the works of all other trades wherever required.
12. During the course of the execution of the project doing any change in the design with the approval of NABARD.
13. Preparing the rate analysis of extra / substitute items, if any, with respect to latest CPWD Delhi Schedule of Rates with due recommendations and submitting to NABARD for its approval.
14. Certifying the Running Account Bills and Final Bills of the contractors with due recommendations preferably within a 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.

15. Preparing detailed comparative statement of works carried out with respect to approved awarded quantities with remarks and recommendations to excess and savings of quantities and submit to NABARD along with certified RA Bills/Final Bill.
16. Arranging Weekly Progress Review Meetings with the contractor in presence of concerned NABARD officers. Review meetings will be held at Liaison Section, NABARD, Regional Office, New Delhi. In the meeting, progress will be reviewed and issues related to smooth execution of the project will be discussed. The minutes of the meetings shall be recorded by the Consultant and get it approved by the employer. Approved Minutes of review Meetings and decisions in the review meetings shall be communicated to the contractor and all concerned in writing by the Consultant within three day time of the review meeting.
17. Issue a virtual completion certificate after completion of work at site and submitting the final report of the completed work with soft copies to NABARD. The work executed will be jointly inspected along with the contractor, consultant and employer before settling the final bill.
18. Any other services incidental to or connected with the said works usually and normally rendered by consultant and not referred to in any of the items referred to above.
19. The Consultant's 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.

D. Details of Projects

1. The NABARD Tower consists of one basement floor, ground plus nine floor. There is main water storage tank (divided into three parts) situated on the ground floor. The existing capacity of the water storage tank is approximately 2.00 lakh litres of which 1.00 lakh liters is for Fire system. Apart from this, 50,000 liters water tank is available on the terrace for the fire system.
2. The existing parking space is available outside the building area. The parking space available inside the building is for 3 cars only.
3. The total number of employees in the NABARD Tower is approx. 150.
4. The Building is having 2 numbers of lifts and 2 numbers of stair cases.
5. The existing Fire Alarm Panel installed in NABARD Tower is of Morley make and the detectors are of Hochiki make. The total number of detectors installed are 177, Heat

Detectors 21, Manual Call Point (MCP) 22, Hooter 26, PA System installed at each floor and controlled from fire control room. The Sprinkler system (197 no.) installed at each floor with 67 degree temperature protocol and with 7kg. pressure.

6. The 7th Floor Fire Panel is installed at ground floor separately. This panel is not integrated with the main fire panel. This panel is working in good condition and need not be replaced.

2. In order to address the issues, consultancy should be performed as per the following steps:

i). Inspection of the existing devices/sensors, Manual Call Points (MCP), hooter, fire panels, cables etc. and detailed survey for Identifying and pin pointing the area of problem.

ii). Suggesting various remedial measures for replacement of old devices with new devices

iii). Integration of main fire panel with the repeater panel.

iv). Ensure effective and robust fire detection system.

v). Inspection of Public Address (PA) System and suggesting remedial measures for the same

iii). Prepare detailed report as per above survey and discussions and submit the report to NABARD.

iv). Prepare Bill of Quantities, specifications, drawings and estimation for approval of NABARD

v). Prepare tender document after approval of the estimation and assisting NABARD for tendering the work.

vi). Monitoring, supervision, certification of bills, arranging periodical progress review meetings and ensuring quality implementation of the work within the specified time schedule.

E. Scale of charges:

The Consultant shall quote his/her remuneration in the Price Bid (Part-II) 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 the project including GST applicable.

F. Method / Mode of payment:

The fees set out in Price-Bid (Part-II) 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):

i) 20% of the total fees after approval and finalisation of the scheme including submission and approval of the estimate and tender documents along with all drawings for the project.

ii) 60% of the total fees during different stages of execution.

iii) 15% of the total fees after certification of final bills of contractors

iv) 5% after the expiry of the defect liability period of the contractors' work.

G. Time Schedule for assignment:

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

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 with quantity and rate analysis.	Within 14 days of approval on Final scheme
Submission of fair detailed estimation with quantity rate analysis.	Within 7 days of approval on draft detailed estimation
Submission of draft tender document with BOQ and drawings	Within 7 days of approval on detailed estimation.
Submission of fair tender document with BOQ and drawings	Within 7 days of approval on draft tender document
Scrutiny of Technical Bid, submission of scrutiny report with recommendations	Within 14 days of opening of Technical Bids.
Scrutiny of Price Bids, submission of Comparative statement with recommendations	Within 7 days of opening of Price Bids
Certification of RA Bill of the contractor and submission	Within 7 days of submission of RA Bill by the contractor.
Certification of Final Bill of the contractor and submission	Within 21 days of submission of Final Bill by the contractor.

H. Terms and Conditions:

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

3. Consultant will be selected according to the lowest among total quoted rates of fees of the project. Lowest quoted bidder among the qualified bidders will be selected as consultant of the project.

4. Consultants are advised to insert Price Bid in separate sealed envelope inside the main envelope of the tender document and the inserted envelope shall be clearly superscribed as Price-Bid.

5. 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. Out of the technical personnel one should be a Graduate in Fire Safety and Fire Management having minimum 2 years experience in Fire Fighting System or Three year Diploma holder in Fire Safety and Fire Management with minimum 3 years experience in Fire Fighting System.

I. Termination of Agreement:

a) The agreement herein may be terminated at any time by either party by giving a written notice of two months to the other party. Even after the termination of their employment, the Consultant 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 Consultant, the Employer shall be entitled to terminate the agreement and entrust the work to any other Architect.

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

c) In case

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

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

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

e) In case of termination under sub-clause (a) or (b) or (c), the Employer may make use of all or any drawings, estimates or other documents prepared by the Consultant, after a reasonable payment up to the stage of work done for the services of the Consultant 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 Consultant to the Employer within ten days from the date of such termination, without demur.

J. 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 Consultant, whether the cause for such loss or damage is immediate or remote, the Consultant 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 Consultant for any other works belonging to the Employer, provided always that such damage or loss recoverable from the Consultant 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 Consultant 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 Consultant during the subsistence of this Contract.

K. Transfer of Interests:

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

L. 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 Consultant shall retain the duplicate. The Consultant shall bear the Stamp Duty on the original as well as the duplicate of this Agreement.

M. 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 Consultant.

If the Employer fails to send to the Consultant 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.

N. 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/his/her 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

I. PROFORMA :

Information to be furnished by the Consultant:

BASIC INFORMATION

Sl.	Particulars	Information
1	Name of the organization	
2	Type of Organisation- Whether Proprietorship, Partnership	Attach documentary proof also
3	Name of the Proprietor/Partners/Directors in the organisation	(a) (b)
4	Details of Registration (Firm, Company etc.) Registering Authority, Date, Number etc.	Attach documentary proof also
5	Details of professional Registration(Institution of Engineers(India) or Indian Institute of Architects or Council of Architects or similar professional bodies of Structural Engineers etc.)	Attach documentary proof also
6	Experience in the respective field of work	Attach documentary proof also
7	Name and address of the Bank/Bankers. (Provide SB / CA no. IFSC, etc.)	
8	Yearly turnover of the organization for the last 3 years ending 31st March 2019 (Please, enclose copy of Audited Final Accounts in support.)	
	Year 2016-17	
	2017-18	
	2018-19	

9	a) Registered Office address and Telephone number	Attach documentary proof also
	b) Office address with land line phone numbers through which the work will be handled in New Delhi	
10	Whether working with any of the Govt./Semi Govt. Undertaking/s as approved consultant and if so, furnish details in Statements-II & III.	
11	Whether any technical personnel are employed in the organization and if so, give details of their experience, qualification etc. Statement – I	
12	Indicate if involved in any litigation, arbitration or any civil suits pending in any of the works executed during last 10 years/being executed. If yes, please furnish the name of the project, employer, nature of work, contract value, work order and date and brief details of litigation. Attach a separate sheet if	
13	Kindly mention if your firm/agency/company is blacklisted/ debarred by any organization/firm mention the relevant details	
14	PAN No	
15	Important major contracts completed in the relevant field (value of the contracts having individual value of Rs 6.00 lakh and above only). The full postal address of the clients including their contact telephone numbers.	Details to be furnished in the prescribed proforma (Statement II)
16	Important major contracts in the relevant field (value of the contracts having individual value of Rs 6.00 lakh and above only) on which the firm is engaged at present The full address of the clients and their contact telephone numbers shall be indicated against each assignment.	Details to be furnished in the prescribed proforma (Statement III)

Note : Statements I, II & III are enclosed.

Signature of the applicant
(with seal)

STATEMENT - I

List of professional staff with the consultant, giving their qualification, experience, including that in the present organisation*

Sr. No.	Name	Age	Qualification	Experience	Nature of works handled	Name of the assignments handled	Date from which employed in the present organisation
1	2	3	4	5	6	7	8

*** Use separate/additional sheets as per the requirement**

Signature of the Bidder with full address and office seal

Note: Indicate other points (including clients' certificates), if any, relating to your technical and managerial competency which you would like to bring to our notice.

STATEMENT - II

List of important work related to Installation and commissioning of Fire Fighting System executed by the consultant *

Sr. No.	Name of the Work including name of the building and location.	Nature of work involved in the contract	Name of the owner and indicate whether it is a State Govt./ Govt. of India undertaking or Pvt. body with full address and telephone numbers.***	Completion Period		Value of the Work ** (Rs in lakh)
				Stipulated	Actual	
1	2	3	4	5	6	7

* Mention the assignment executed only within the last 10 years ending 30.06.2018. Use separate /additional sheets as per the requirement

** Mention the projects where value of the work costing Rs.6.00 lakh and above only.

*** Attach clients' certificates clearly indicating scope of works

Signature of the Bidder with full address and office seal:

STATEMENT - III

List of important work related to Installation and commissioning of Fire Fighting System executed by the consultant *

Sr. No.	Name of the Work including name of the building and location	Nature of work involved in the contract	Name of owner and indicate whether it is a State Govt./ Semi- Govt./ Govt. of India Undertaking or Pvt. Body with full address and telephone numbers.***	Stipulated date of completion	Expected date of completion	Present stage of work with reasons if the work is getting delayed	Value of the work ** (Rs in lakh)
1	2	3	4	5	6	7	8

*** Use separate /additional sheets as per the requirement**

**** Mention the projects where value of the work costing Rs 6.00 lakh and above only.**

***** Attach clients certificates indicating scope of works**

Signature of the Bidder with full address and office seal:

ANNEXURE-A

ARTICLE OF AGREEMENT

(On a Rs 500/- Non- Judicial stamp paper)

THIS AGREEMENT is made at New Delhi on this day of _____ 2019

BETWEEN

National Bank for Agriculture and Rural Development, a body corporate incorporated under the National Bank for Agriculture and Rural Development Act, 1981 having its Regional Office at NABARD Tower, 24, Rajendra Place, New Delhi herein after referred to as "NABARD" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successor and assigns) of the ONE PART.

AND

M/s (Proprietorship/partnership firm/Company) incorporated/registered underAct,, and having its place of business at hereinafter referred to as 'Consultant' (which expression shall unless repugnant to the context meaning be deemed to include the legal heirs, legal representatives, administrators and executors) of the OTHER PART.

WHEREAS

1. NABARD is desirous of getting executed **"Consultancy and Project Management services for supply, installation, testing and commissioning of Fire Fighting System at NABARD Tower, Regional Office, New Delhi premises (Hereinafter referred to as the said premises)"** for the work specified in the scope of work and whereas the Consultant has offered to undertake the said work at the said premises as per the scope of work and details indicated in the instructions/tender documents.
2. The said technical bid and the Price Bid have been signed by or on behalf of the parties hereto.

3. The Consultant has agreed to execute upon and subject to the conditions set forth in the Price Bid and Conditions of Contract (all of which are collectively hereinafter referred to as “the said Conditions”) the work shown upon the said Technical Bid, and included in the Price Bid 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”).
4. NABARD in consideration of the conditions and covenants to be observed by the Consultant has agreed to permit the Consultant to render the service of **“Consultancy and Project Management services for supply, installation, testing and commissioning of Fire Fighting System at NABARD Tower, 24, Rajendra Place, New Delhi”** (Hereinafter referred to as the said work) as hereinafter set out.

NOW, THE AGREEMENT WITNESS THAT IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES:-

1. In consideration hereinafter mentioned, the Consultant will upon and subject to the conditions annexed, carry out and complete the said work, described by or referred to in the Scope of work in the Technical Bid and in the said conditions.
2. 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 tender reckoned from the date of issue of work order subject nevertheless to the provision for extension of time unless it is terminated by NABARD owing to deficiency of services, sub-standard quality of services, breach of contract, reduction or cessation of the requirements etc..
3. NABARD shall pay the Consultant the said contract amount or such sum as shall become payable at the times and in the manner specified in the said conditions and the amount will be inclusive of GST.
4. The terms and conditions as enumerated in tender dated, the said conditions and Appendix attached thereto are part and parcel of this contract and binding on the parties. The Consultant shall ensure that all items of work specified in the scope of work is attended to.

5. NABARD reserves to itself the right of altering the nature of work by adding to or omitting any items of works or having portions of the same carried out without prejudice to this contract.
6. This contract is a stage-wise payment contract for the complete work to be paid for according to preparation of the scheme, estimation and tender document, scrutiny of tenders, recommendations to award the work, supervision, monitoring, measurements, scrutiny and certifying the bills, certifying virtual completion and for achieving the desired performance in completing the specified work in the tender at the rate contained in the Schedule of Rates or as provided / mentioned in the said conditions.
7. NABARD shall not be responsible for any damages, losses. Claims, financial or other injury to any person/s engaged by Consultant in the course of their performing the functions/works, or for payment towards any compensation.
8. The Consultant shall keep NABARD indemnified against all claims whatsoever in respect of workmen deployed by it in NABARD. In case any employee of the Consultant so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Consultant to contest the same. In case NABARD or its employee is made party and is supposed to contest the case, NABARD will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the Consultant to NABARD or any person authorized by NABARD, on demand. Further, the Consultant will ensure that no financial or any other liability comes to NABARD or its employee in this respect of any nature whatsoever and shall keep NABARD or any employee of NABARD indemnified in this respect.
9. The Consultant shall ensure proper conduct of its personnel in NABARD's premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
10. In case of breach of any terms and conditions attached to this contract, NABARD reserves its right to terminate this contract.
11. In case any of documents furnished by the Consultant is found to be false at any stage, it would be deemed to be a breach of terms of Contract making him/her liable for legal action besides termination of contract.

12. NABARD reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.
13. If the Consultant becomes insolvent or found to have offered any bribe in connection with the contract or the consultant fails to observe or perform any condition of this contract then notwithstanding any previous waiver of such default or action being taken under any other clause hereof NABARD may terminate the contract and recover from the consultant any loss suffered by NABARD on account of the contract being terminated.
14. The Consultant shall not transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of NABARD.
15. If the Chief General Manager so considers that the situation so warrants then he shall be entitled to terminate this agreement without giving any prior notice and also without assigning any reason in writing and the Consultant shall not be entitled to any compensation in the event of such termination. **However, in normal course the agreement can be terminated by the Consultant by giving 30 days' notice and by the Bank by giving 15 days' notice.**
16. Vacation of Premises on Termination of agreement - On the expiry or earlier termination of this agreement the Consultant shall remove himself and his workmen from the premises and all articles belonging to him.

17. Dispute Resolution.

- i. All disputes and differences of any kind whatsoever, arising out of or in connection with this Agreement or in the discharge of any obligation arising under this Agreement shall be resolved amicably.
- ii. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then such unsettled dispute or difference shall be referred to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996.
- iii. If no agreement is arrived at within 30 days from the date of notice as to who shall be the sole arbitrator, NABARD shall send to the Consultant a list of three names of persons who shall be presently unconnected with

NABARD. Consultant shall on receipt of the names as aforesaid, select any one of persons so named to be appointed as sole arbitrator and communicate his name to NABARD within 30 days of receipt of the names. NABARD shall thereupon without delay appoint the said person as the sole arbitrator.

- iv. If Consultant fails to select the person as sole arbitrator within 30 days of receipt of the panel and inform NABARD accordingly, NABARD shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to Consultant.
- v. If the person so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever, another person shall be appointed by NABARD from the above list of persons. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration.
- vi. The venue of the arbitration shall be New Delhi under the exclusive jurisdiction of the courts at New Delhi only.
- vii. The award shall be final and binding on both the parties.

18. Work under the Agreement shall be continued by Consultant during the arbitration proceedings unless otherwise directed in writing by NABARD. Save as those which are otherwise explicitly provided in the Agreement, no payment due, or payable by NABARD, to Consultant shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

19. The reference to the General Manager/Officer Incharge in this agreement and the schedules hereto annexed shall mean the General Manager/Officer Incharge, NABARD, Regional Office, 24, Rajendra Place, New Delhi and shall include, in respect of any power exercisable by him or NABARD under this agreement and any other officers of NABARD designated by him in that behalf from time to time.

20. Any notice, for the purpose of this contract, has to be sent in writing to the other party by facsimile transmission, by registered post with acknowledgement due or by a reputed courier service. All notices shall be deemed to have been validly given on (i) the business day immediately following the date of transmission with

confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of 5 days after posting, if sent by post, or (iii) the business date of receipt, if sent by courier.

21. The agreement shall be interpreted and have effect in accordance with the law of India.

22. This agreement is being executed in duplicate, NABARD shall keep the original and the Consultant shall keep the duplicate.

23. The Consultant shall bear the expenses for stamp duty on this agreement for both the original and the duplicate copy.

In witness whereof the parties hereto, have caused their presence to be signed on the above by their duly authorised officials at the place and on the day, month and year first herein above written.

Signed, sealed and delivered

by Shri

Signed, sealed and delivered

by Shri

GM/DGM

for & on behalf of NABARD

the duly authorized signatory

for & on behalf of the

Consultant

In the presence of

1.

2.

In the presence of

1.

2.

ANNEXURE –B

INDEMNITY BOND

(On Rs.500/- Stamp Paper)

KNOW all men by these presents that I, Shri.....of
M/sdo hereby execute
Indemnity Bond in favour of National Bank for Agriculture and Rural Development (NABARD), having its Regional Office at 24, Rajendra Place, New Delhi and
M/s..... having their office at
..... on this day of..... 2019.

WHEREAS NABARD have appointed M/s.....as the
Consultant for their Proposed work “for supply, installation, testing and commissioning of Fire Fighting System in NABARD Tower, 24, Rajendra Place, New Delhi”.

THIS DEED WITNESSETH AS FOLLOWS :-

I/We M/shereby do Indemnify, and same harmless
NABARD against and from

- any third party claims, civil or criminal complaints liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty consultancy service, negligence, faulty instructions for construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed works,**

- any damages, loss or expenses due to or resulting from negligence or breach of duty on the part of me/us or any sub-consultant/s if any, employee/site Engineers/Supervisors appointed by me.**

- any claim by an employee of mine/ours or of sub-consultant/s, if any, under the Workmen Compensation Act and Employers Liability Act, 1939 or any other law, rules and regulations in force for the time being and any Acts replacing and/or amend the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and/or arising out of and in the course of employment of any workmen/employee.**

·any act or omission of mine/ours of sub-consultant/s if any, our/their employee which may involve any loss, damage liability, civil or criminal action.

IN WITNESS WHEREOF THE M/shas set his/their hands on thisday of 2018.

SIGNED AND DELIVERED BY THE AFORESAID M/s

IN THE PRESENCE OF WITNESS :

(1)

(2)

PART-II

PRICE BID

TENDER FOR SELECTION OF CONSULTANT/AGENCY FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF FIRE FIGHTING SYSTEM IN NABARD TOWER, 24, RAJENDRA PLACE, NEW DELHI.

Sl. No.	Description of Assignment	Scale of fees to be quoted by the Consultant as percentage(%) of project cost (Write only % in figure as well as words)
1	Consultancy including Project Management Consultancy for supply, installation, testing and commissioning of Fire Fighting System in NABARD Tower, 24, Rajendra Place, New Delhi. as per the Scope of works and Terms in the Technical Bid(Part-I) of Tender Document.	

Note: Fees inclusive of all expenditure related to consultancy assignment as per scope of work and tender conditions. GST as per applicable rate shall be extra which will be paid in addition.

Place :

Date :

Name, Address and Seal of