

**Tender
for
Consultancy services for the Work of
Replacement of 09 Central Air-Conditioning
Packaged Units at NABARD Gujarat Regional Office,
Ahmedabad**



**Department of Premises, Security and Procurement,
NABARD Gujarat Regional Office, Ahmedabad
Email : dpsp.ahmedabad@nabard.org**

Date of issue of tender document	07 October 2024
Pre-Bid Meeting with bidders	15:00 hrs on 14 October 2024
Address for pre-bid meeting	NABARD, Gujarat Regional Office, Department of Premises, Security and Procurement, 2nd Floor, NABARD Towers, Opposite Municipal Garden, Usmanpura, Ahmedabad-380013 079-2755-4041/4024
Due date for submission of tender	15:00 hrs on 28 October 2024
Date and time of opening technical bids	15:30 hrs on 28 October 2024
Opening of price bid	Will be communicated to qualified bidders
Submission of Bids	https://gem.gov.in/
Address for Communication	NABARD, Gujarat Regional Office, Department of Premises, Security and Procurement, 2nd Floor, NABARD Towers, Opposite Municipal Garden, Usmanpura, Ahmedabad-380013 079-2755-4041/4024



INDEX

VOLUME I- TECHNICAL BID – Part I	
NOTICE INVITING TENDER	3
FORM OF TENDER	5
SCOPE OF WORK	7
PRE-QUALIFICATION CRITERIA AND CHECKLIST OF DOCUMENTS	12
PART– I (BASIC INFORMATION)	15
PART-II - (PREVIOUS AND CURRENT WORKS)	16
PART-III– (TECHNICAL PERSONNEL AND EXPERIENCE)	18
PART-IV - NON-BLACKLISTING DECLARATION	19
ARTICLES OF AGREEMENT	20
Indemnity Bond	27
VOLUME II- PRICE BID – Part II	
PRICE BID	28



NB.Guj.RO/1746/ DPSP-324/ Consultant Tender/2024-25

एनबी.गुज.आरओ/ 1746/ डीपीएसपी-324/ सलाहकार निविदा/2024-25

निविदा आमंत्रण सूचना NOTICE INVITING TENDER

महोदया / महोदय

Madam / Sir

नाबार्ड गुजरात क्षेत्रीय कार्यालय, अहमदाबाद में सेंट्रल एयर कंडीशनिंग पैकेज्ड इकाइयों (09 नंबर) के प्रतिस्थापन के कार्य के लिए परामर्श सेवाओं के लिए निविदा

Tender for Consultancy services for the work of Replacement of 09 Central Air-Conditioning Packaged Units at NABARD Gujarat Regional Office, Ahmedabad

1. राष्ट्रीय कृषि और ग्रामीण विकास बैंक ने सरकारी-ई-मार्केटप्लेस (जीईएम) पोर्टल के माध्यम से नाबार्ड गुजरात क्षेत्रीय कार्यालय, अहमदाबाद में 09 सेंट्रल एयर कंडीशनिंग पैकेज्ड इकाइयों के प्रतिस्थापन के काम के लिए एक सलाहकार नियुक्त करने का प्रस्ताव रखा है। 09 सेंट्रल एसी पैकेज्ड यूनिटों के प्रतिस्थापन के लिए कार्य की अनुमानित लागत लगभग ₹.60.00 लाख रुपये है।

2. पर्याप्त योग्य सहायक कर्मचारियों के साथ अभ्यास करने वाले सलाहकारों से आवेदन आमंत्रित किए जाते हैं और जिन्होंने (1) नए भवन में सेंट्रल एयर कंडीशनिंग प्लांट या (2) रेट्रोफिटिंग के डिजाइन, निर्माण और कमीशनिंग के लिए परामर्श सेवा प्रदान करने के कम से कम तीन कार्य सफलतापूर्वक पूरे कर लिए हैं। मौजूदा भवन में एसी संयंत्रों की मरम्मत या (3) 31 मार्च 2024 की स्थिति के अनुसार पिछले 7 वर्ष में सरकारी/अर्धसरकारी/भारत सरकार के उपक्रम/निजी कॉर्पोरेट निकायों के लिए व्यक्तिगत रूप से 24.00 लाख रुपये या उससे अधिक की लागत के पुराने एसी संयंत्र का पूर्ण प्रतिस्थापन किया हो। पूर्व-योग्यता मानदंड का उल्लेख निविदा दस्तावेज़ में कहीं और किया गया है।

1. The National Bank for Agriculture and Rural Development proposes to engage a consultant for the work of Replacement of 09 Central Air-Conditioning Packaged Units at NABARD Gujarat Regional Office, Ahmedabad through Government - e - Marketplace (GeM) portal. The estimated cost of work for replacement of 09 Central AC Packaged Units is around Rs.60.00 Lakh.

2. Applications are invited from the practicing Consultants with adequate qualified supporting staff and who have successfully completed at least three works of providing consultancy service for designing, erection & commissioning of (1) Central Air-conditioning plant in new building or (2) Retrofitting/repairs of AC plants in existing building or (3) full replacement of old AC plant in existing building, individually costing Rs.24.00 lakh or above for the Government/ Semi Government/ Government of India Undertaking / Private Corporate Bodies, during last 7 years ending 31 March 2024. The



3. बोलीदाताओं को दो बोली प्रणाली (तकनीकी बोली और मूल्य बोली) के तहत GeM पोर्टल के माध्यम से निविदा जमा करने की आवश्यकता होती है और इसलिए, काम के लिए ठेकेदारों/फर्मों से प्रस्ताव आमंत्रित करना होता है। बोली लगाने वाले को कार्य के लिए दो अलग-अलग ई-बोलियाँ - तकनीकी बोली और GeM पोर्टल पर मूल्य बोली प्रस्तुत करनी होंगी।

4. निविदा दस्तावेज डाउनलोड के लिए नाबार्ड की वेबसाइट www.nabard.org और GeM पोर्टल पोर्टल यानी <https://gem.gov.in/> पर उपलब्ध है। नाबार्ड द्वारा कोई भौतिक प्रति प्रदान नहीं की जाएगी और नाबार्ड को प्रस्तुत नहीं की जाएगी।

5. तकनीकी बोली दस्तावेज में अन्यत्र उल्लिखित योग्यता मानदंडों के अनुसार पात्र इच्छुक बोलीकर्ता अपनी तकनीकी और वित्तीय बोलियों के समर्थन में सभी प्रासंगिक दस्तावेजों आदि की विधिवत हस्ताक्षरित स्कैन प्रतियों के साथ अपनी बोलियाँ GeM पोर्टल पर केवल निर्धारित सीमा के भीतर अपलोड कर सकते हैं। समय सीमा। निविदा का मूल्यांकन बोलीदाताओं द्वारा प्रस्तुत ऑनलाइन बोलियों पर आधारित होगा।

6. बोलीदाताओं को सलाह दी जाती है कि वे बोली-पूर्व बैठक में भाग लें और कार्य की समग्र व्यवहार्यता के बारे में खुद को संतुष्ट करने के लिए साइट सर्वेक्षण करें।

7. सलाहकार के चयन पर निर्णय लेते समय, निर्दिष्ट समय सीमा के भीतर आवश्यक सेवाएं प्रदान करने के लिए आवेदकों की क्षमता और योग्यता पर बहुत जोर दिया जाएगा।

10. तकनीकी बोली 28 अक्टूबर 2024 को 15:30 बजे खोली जाएगी

11. केवल योग्य बोलीदाताओं का वॉल्यूम - 2 (मूल्य बोली) एक उपयुक्त तिथि पर खोला

pre-qualification criteria is mentioned elsewhere in the tender document.

3. The Bidders are required to submit the tender through GeM portal under two bid system (Technical bid & Price bid) and therefore, invite offer from the contractors/firms for the work. The bidder shall submit two separate E-bids for the work - Technical Bid and Price Bid on GeM portal.

4. The tender document is available on NABARD website www.nabard.org and GeM portal Portal i.e., <https://gem.gov.in/> for download. No physical copy shall be provided by NABARD and submitted to NABARD.

5. The interested bidders eligible as per qualifying criteria as mentioned elsewhere in the technical bid document can upload their bids along with duly signed scanned copies of all relevant documents etc., in support of their technical & financial bids in GeM portal only within the prescribed time limit. The evaluation of Tender will be based on online bids submitted by the bidders.

6. The bidders are advised to attend the pre-bid meeting and conduct a site survey to satisfy themselves about the overall feasibility of the work.

7. In deciding upon 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.

10. The Technical bid will be opened at 15:30 hrs on 28 October 2024



जाएगा जिसकी सूचना केवल योग्य बोलीदाताओं को बाद में दी जाएगी।

12. निविदा भरने से पहले, बोलीदाता निम्नलिखित बातों पर ध्यान दें:

क. तकनीकी बोली खुलने की तारीख से 90 दिनों तक बोली वैध और स्वीकृति के लिए खुली रहेगी।

ख. नाबार्ड के पास ऐसा करने का कोई कारण बताए बिना किसी भी फर्म/फर्मों की किसी भी/सभी निविदाओं को आंशिक या संपूर्ण रूप से स्वीकार या अस्वीकार करने का अधिकार सुरक्षित है। नाबार्ड कार्य की मर्दों को अलग-अलग करने का अधिकार भी सुरक्षित रखता है।

14. गलत और/या अधूरी जानकारी वाले आवेदन अस्वीकार किए जा सकते हैं। बोलियों में कोई भी अतिरिक्त शर्तें नहीं होनी चाहिए और किसी भी सशर्त बोलियों को अस्वीकार कर दिया जाएगा।

15. नाबार्ड बिना कोई कारण बताए किसी भी फर्म/फर्मों की किसी/सभी निविदाओं को आंशिक या संपूर्ण रूप से स्वीकार या अस्वीकार करने का अधिकार सुरक्षित रखता है।

16. बोली-पूर्व बैठक 14 अक्टूबर 2024 को 15:00 बजे नाबार्ड गुजरात क्षेत्रीय कार्यालय, उस्मानपुरा, अहमदाबाद-380013 में आयोजित की जाएगी। बोली-पूर्व बैठक में मांगे जाने वाले स्पष्टीकरण को बोली-पूर्व बैठक की तारीख से कम से कम दो कार्य दिवस पहले लिखित रूप में प्रस्तुत किया जाना चाहिए। बोली-पूर्व बैठक के सभी स्पष्टीकरण निविदा का हिस्सा होंगे और कोई भी शुद्धिपत्र/परिशिष्ट/बोली-पूर्व स्पष्टीकरण आदि केवल वेबसाइट पर अपलोड किए जाएंगे।

11. The Volume — 2 (Price Bid) of only the qualified bidders will be opened on a suitable date which will be communicated later only to the qualified bidders.

12. Before filling up the tenders, the bidders may note the following:

a. The bid shall remain valid and open for acceptance for 90 days from the date of opening of technical bid.

b. NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons for doing so. NABARD also reserves the right to split the items of work.

13. The successful bidder shall execute an agreement with NABARD in accordance with the standard format enclosed within 07 days from the date of acceptance of the offer failing which the contract will stand null and void.

14. Applications containing false and/ or incomplete information are liable for rejection. Bids should not contain any additional conditions whatsoever and any conditional bids shall be rejected.

15. NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons for doing so.

16. The Pre-Bid meeting will be held at 15:00 hrs on 14 October 2024 at the NABARD Gujarat Regional Office, Usmanpura, Ahmedabad-380013. The clarifications being sought in the pre-bid meeting should be submitted in writing at least two working days



	<p>prior to the date of pre-bid meeting. All the clarifications of the pre-bid meeting will be part of tender and any corrigenda/ addendum/ pre-bid clarifications etc. will be uploaded only on website.</p>
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भवदीय

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(अशोक कुमार)

उप महाप्रबंधक

(Ashok Kumar)

Deputy General Manager



FORM OF TENDER

The Chief General Manager
National Bank for Agriculture and Rural Development
NABARD Tower
Usmanpura
Ahmedabad.

Dear Sir,

Tender for Consultancy services for the work of Replacement of Central Air-Conditioning Packaged Units and Modernisation of Plant at NABARD Gujarat Regional Office, Ahmedabad

- 1) I/We have read and understood the instructions and the terms and conditions contained in the tender. I/We do hereby declare that the information furnished by us in the bids are correct to the best of my/our knowledge and belief.
- 2) Having examined the Technical bid and Price Bid relating to the works specified in the tender hereinafter set out, having visited and examined the site of the works specified in the said tender and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said tender within the time specified, at the rates mentioned in the Price Bid and in accordance in all respects with the tender and with services as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.
- 3) I / We have visited the site, examined the site of works specified in the Tender Document and acquired the requisite information relating thereto as affecting the Tender.
- 4) I / We hereby offer to execute and complete the works in strict accordance with the Tender Document at the rates quoted by me / us in the attached Bill of Quantities in all respects as per the Technical Specifications and Scope of Works described in the Tender Document and the Annexures containing Terms and Conditions.
- 5) We understand that the time for completion shown above shall be reckoned from the tenth day of date of issue of the Letter of Work Order.
- 6) Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable.
- 7) I / We agree to pay all Government (Central and State) Taxes such as GST, Service Tax etc. and other taxes prevailing from time to time, and the rates quoted by us are inclusive of the same.
- 8) I / We agree to pay the worker/workers engaged as per the minimum wages declared by the authority under Contract Labour Rules Act 1970 from time to time and agree to pay the same with immediate effect.
- 9) The rates quoted by me / us are firm and shall not be subjected to variations on account of fluctuation in the market rates, taxes or any other reasons whatsoever during the entire contract period except the difference of minimum wages mentioned and corresponding applicable tax.
- 10) Decision of the Bank regarding selection of the consultants shall be final. The Bank is not



bound to assign any reasons thereof. All the above conditions are acceptable to me/ us.

Yours faithfully

(Seal & Signature of Contractor)

Date:

Place:



SCOPE OF WORK

National Bank for Agriculture and Rural Development (NABARD) has its Centralised Airconditioning plant of approximately 140 TR capacity comprising of 14 nos. AC Packaged Units, with 03 Nos. condenser water pumps and 02 Nos. (100 TR each) capacity FRP Cooling towers, which were installed about 19 years back in 2004. The 14 AC Packaged Units is divided into 07 Floors i.e., 02 units on each floor.

The National Bank for Agriculture and Rural Development proposes to engage a consultant for the work of replacement of Air-conditioning Packaged Units of Central AC System installed at NABARD Tower, Usmanpura, Ahmedabad through normal process viz. submitting feasibility report , preparing estimate, design of system, tendering, certifying quality of materials, obtaining any statutory certificate (if any), supervision of execution of works, settlement of bills of contractor, certify the work executed etc., manage timely completion of works and appraise management for progress and overall execution of works during the period of contract, as per our requirement to maintain precise temperature and humidity conditions, using the latest available technology, keeping in mind the execution in occupied building, energy saving aspects, availability of after sales service, spare parts and ease of maintenance based on the diagnostic report available with us.

NABARD has undertaken the diagnostic study of the existing central AC system and based on that intends to carry out replacement of AC Packaged Units / modernization /retrofitting etc. of the plant and other allied equipment to improve the air-conditioning system.

Consulting services to be rendered by Consultant.

The scope of work and other terms and conditions of contract for the job shall include but not limited to the following:

1. Consultant is to suggest, after study of the diagnostic study report provided by the Bank, suitable options of air-conditioning system, available with latest and energy efficient technology.
2. As per Employer(NABARD)'s instructions and after visiting the site and detailed surveying and investigations, preparing 2D detailed sketch with dimensions, if needed, according to the requirement of the Employer, preparing plans with alternative schemes, preparing and making 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.
3. Preparing preliminary project report including heat load calculations and cost estimate with detailed specifications on the final design and scheme and preparing report on the merits of the selected scheme, to enable the employer to take a decision on the sketch designs and the scheme as a whole and approve the same.
4. Preparing final project cost estimate with detailed specifications and rate analysis after incorporating necessary corrections, if any, as suggested by the employer and submitting to the Employer.
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 Replacement of AC Packaged Units work including electrical and all associated works, etc. complete with specifications,



drawings, schedule of quantities, time and progress charts and get the same approved by the employer. Suitable time schedule shall be worked out mutually for the completion of the above items.

7. The selection of the contractors will be through open bidding (2 Part). Preparing the draft Notice Inviting Tender(NIT)and submitting to the Employer, preparing select list/pre-qualification list of the contractors with the approval of the Employer including making visits to the contractors' work jointly with the Employer's representatives, if and as desired/required , inviting tenders for various trades, preparing comparative statements and submitting assessments and recommendations thereon, arranging pre-bid meeting of contractors in consultation and jointly with the Employer and preparing the minutes of pre-bid meeting and submitting to the Employer for approval, assisting the Employer to conduct negotiation with bidder wherever necessary and after employers decision on the tender, preparing contract documents and getting them executed by the contractors selected by the Employer after obtaining Employers approval for the contracts.
8. Preparing 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, for use of the Employer, the contractors and the site engineers for the proper execution of the work.
9. Assuming full responsibility for design of all works, for the quantity of the materials used in the work and installations and ensures that the work is done according to the designs, drawings and specifications.
10. Assuming full responsibility for supervision, monitoring, quality control, co-ordination with NABARD and the contractors/any other onsite agencies and reporting daily progress by posting sufficient number of qualified technical staff (preferably graduate in Engineering having minimum 5 to 7 years' experience in similar type of works) and at least one site Engineer to ensure proper and timely execution of the said works as per drawings and specifications. Biodata of above technical staff shall be furnished to NABARD. Site Engineer shall be engaged throughout the entire period of the Project for supervision, ensuring smooth progress by prompt supply of drawings and giving proper directions and also co-ordination with all the agencies engaged in execution of various items of work as required. The technical staff will invariably report to the department and keep the Banks officers/ engineers involved updated.
11. During the course of execution of the project any change in the design, taking measurements jointly with the contractors/contractors representatives after completion of every stage of items of work, recording measurements and quantities in specified Measurement Books at the site, preparation of computerised soft copies of measurements and quantities in spread sheets and certification of measurement sheets with sign and stamp in all pages of measurement sheet and submitting the certified measurement sheets to NABARD.
12. Preparing the rate analysis of extra / substitute items, if any, with respect to CPWD, Delhi Schedule of Rates with due recommendations and submitting to NABARD for its approval.
13. 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.
14. 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.



15. Issue a virtual completion certificate after completion of work at site and submitting the final three sets of 2D drawing of the completed work (as built drawings) with soft copies. The work executed along with the completed drawing will be jointly inspected along with the contractor, Consultant and Employer before settling the final bill.
16. 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.
17. The Consultants association will continue from the beginning of the project work till its completion, settlement of the bills and during defect liability period. The Consultant will plan the works in such a way that the project could be completed within the scheduled time specified in the tender of the project.
18. Draw up specifications and installation of sewage treatment and water softening plants for air conditioning purposes, if installation of such plants is considered necessary by the Bank.
19. The consultant will make arrangement to conduct Non-destructive test of condenser water pipelines to assess the condition and suggest the need for replacement.
20. The firm will be providing consultancy for all works like electrical, mechanical, civil etc. associated with the HVAC work and ventilation system of AC plant room, till the completion of the project's defect liability period.
21. The bidder who participate as consultant will not be allowed to participate for execution of the work.
22. Obtaining final clearance from Municipal or any other authority, if required.
23. The consultant shall be wholly and solely responsible for the successful completion of the project in all respects consistent with safety and stability from the inception up to the handing over of the entire air conditioning system to NABARD.
24. Regular supervision of the work during execution of work. Checking and verifying the materials received on site as per specifications. Ensuring quality and timely completion of work. Testing/checking / commissioning of various equipment's and certifying that all the equipment's are functioning as per the specifications.
25. Attend to any other services connected with the air-conditioning and ventilation work usually and normally rendered by an Air-conditioning Consultant and not referred to in any of the services mentioned above.
26. The Bank shall pay fees to the Consultant in stages. The Consultancy charges shall be paid directly to the bank account of the consultant via NEFT/RTGS mode. The GST will be paid extra at applicable rate at the time of payment and IT-TDS / GST-TDS /other statutory deduction if applicable will be deducted at the time of payment.



Other Terms and Conditions

1. Before quoting the fees, the Consultant 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 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 all works executed as per 'Scope of Work', local conveyance, TA, DA and for visiting to our office and site and inspection of works of bidders for shortlisting.
3. The Consultant shall depute sufficient number of technical personnel in a project for supervision, monitoring, quality control and measurements to ensure smooth progress of the project as scheduled.
- 4.a. For supervision during execution of works, recording of measurement of work, etc., to ensure proper workmanship, quality and progress of work etc., the Consultant shall periodically/ as frequently as necessary visit the work at site, either themselves and a qualified and experienced resident engineer is appointed at the cost of and responsibility of the Consultant for supervision/monitoring of work under execution, taking site decisions, measurements quality controls etc., on approval by the Bank and shall undertake such works as is otherwise required to be carried out by the Consultant as per the terms of this agreement and to such extent as is approved by the Bank at the costs, risk and responsibility of the consultant as aforesaid.
- b. In cases where the work is examined by any technical audit team or CVC of the Chief Technical Examiner and defects etc., are pointed out, the Consultant will assist Bank in taking suitable measures for rectification of the same to the satisfaction of the examiner and giving suitable replies or take action as may be necessary.
- c. The Consultant shall render service to the Bank till completion of the defects liability period as indicated in the agreement executed between the employer and the contractor.
- d. Contract shall be awarded to the bidder quoting the lowest percentage consultancy charges. Bank reserves the right to ask for rate analysis of charges, if required.
- e. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of authorised officer of NABARD, Gujarat Regional Office.

Damages

Notwithstanding what is contained in clauses herein above, if the Employer is put to any loss or suffers any damages (including cost escalations in execution of the said works) due to delays in carrying out the obligations under these terms or negligence, indolence or breach of any of the terms and conditions herein contained on the part of the Consultants, whether the cause for such loss or damage is immediate or remote, the Consultants shall be liable not only to forgo their fees for the quantum of work thus done but also make good losses and damages on a written demand made by the Employer and a certificate issued by the Employer as regards the amount of such loss or damage shall be final and conclusive as between the Employer and the Consultant and shall not be questioned either inside or outside a Court, tribunal or arbitration. Such loss or damage, if not reimbursed within the time stipulated by the Employer, shall, without prejudice to the Employer's right to recover the same in accordance with the law, be recovered by the Employer from any sums payable to the Consultant, either under this contract or any other contract made between the Employer and



the Consultants for any other works belonging to the Employer, provided always that such damage or loss recoverable from the Consultants shall not be more than 10% of the fees payable to them under the contract. Provided further that, in addition to what is contained herein above in this clause, the Consultant shall indemnify the Employer through a Professional Liability Insurance Policy to be taken at his cost with a Nationalised Insurance Company to the extent of the full amount of fees to be charged by the Consultants on the basis of estimated cost of works.

Accepted all terms & conditions.

Date:-

Place:-

(Signature of the applicant)

TIME SCHEDULE

The broad Time Schedule for the services shall be as under:

1	Preparation of drawing/ detailed project report / tender document, BOQ and cost estimates	30 days
2	Time for tendering activities	4 weeks.
3	Scrutiny of tenders/ offers, submission of recommendations	2 weeks from the date of opening of the offer.
4	Execution	Tentative period of 6 weeks from the date of award of work to contractor although this will depend on the nature and scope of work.

Bidder while quoting the consultancy fee shall take into account the above time schedule and nothing extra shall be payable to the consultant for services during and in extended time period, if granted by the Bank, for completion of project by the contractor, required for any unforeseen reasons. Consultant to seek time extension from the Bank, without prejudice to the right of Bank to levy liquidated damages, if the delay is on the part of the consultant.

TENDER EVALUATION

Contract shall be awarded to the bidder quoting the lowest percentage towards consultancy charges.



Pre-Qualification Criteria and checklist of documents for Technical Evaluation

Sr. No.	Criteria	Supporting document to be submitted
1	<p>Successfully completed at least :</p> <p>i. Three similar works valuing not less than Rs.24.00 Lakh OR ii. Two similar works valuing not less than Rs.30.00 Lakh OR iii. One similar works valuing not less than Rs.48.00 Lakh</p> <p>Similar works means - works of designing, erection & commissioning of (1) Central Air-conditioning in new building or (2) Retrofitting/repairs of old AC plant in existing building or (3) Full replacement of old AC plant in existing building for the Government / Semi-Government / Government of India Undertaking / Corporate Bodies, during last 07 years ending 31 March 2024.</p>	<p>Work orders and completion certificates in support of experience to be enclosed.</p> <p><i>Only those works which cost not less than Rs. 24.00 lakhs each to be submitted.</i></p>
2	<p>Should have working experience as Practicing consultant in the HVAC industry for at-least 07 years prior to consultancy, <u>as an individual.</u> OR Should have working experience of at least 07 years in the field of consultancy <u>as a firm.</u></p>	<p>Experience certificate from the clients/companies OR copies of work order issued by the clients to be enclosed.</p>
3	<p>Consultant should be based locally in Ahmedabad or Gandhinagar and should have registered office with necessary equipment and supporting staff at senior and middle level.</p>	<p>Document issued by Government body such as GST, shop act licence / Registration Certificate etc. or Certificate of Incorporation etc. to be enclosed.</p>



Sr. No.	Criteria	Supporting document to be submitted
4	The applicant should have at least two Qualified Graduate Engineers (having minimum 05 years' experience in planning, designing & execution of HVAC works) on their regular establishment for not less than 3 years and necessary office with supporting staff for being always available for consultation/furnishing required services.	Organisational set up of the firm including names, qualifications and experience of partners/ Associates and staff to be enclosed as per the enclosed format <u>(Part 1 – Basic Information)</u> and <u>(Part III – Technical Personnel and Experience)</u>
5	Whether Senior level officers or Directors of Key Resource Persons or Proprietor is registered as a fellow or a member of any of the Institution of Engineers etc. or American Society of Heating and Refrigeration Engineering (ASHRAE) or Indian Society of Heating and Refrigeration Engineering (ISHRAE) or any such Professional body related to the Consultant's field of working. <u>The registration with the above professional body should be active during the currency of the tendered work.</u>	Copy of membership certificate or identity card to be enclosed
6	Important large projects executed during the last 7 years by the firm together with approximate cost of the individual project. The full postal address of the clients for whom the works have been executed shall also be given	As per the enclosed format Part II (a)
7	Important large projects on which the firm is engaged at present and their estimated cost (stages of work. Viz. – planning and construction) the full address of the clients shall be indicated against each project.	As per the enclosed format Part II (b)
8	Average annual financial turnover during last three years ending 31 March 2023 should be at least Rs.18.00 lakh	Annual Turnover Certificate should be duly certified by CA/Statutory Auditors
9	ITR of 3 financial years i.e. FY 2020-21, FY 2021-22, FY 2022-23	ITR along with Audited balance sheet and profit and loss account of 3 financial years i.e. FY 2020-21, FY 2021-22, FY 2022-23



10	GST PAN	
11	Signed - Form of Tender	

If the space in the proforma is insufficient for furnishing of full details, such information may be supplemented on separate sheet stating therein the part of the proforma and serial number. Separate sheets shall be used for each part of the application.

Note: The pre-qualification shall be subjected to fulfilment of all the above conditions and at the sole discretion of Bank's decision.



Part – I (Basic Information)

1	Name of the Applicant/ Organisation and address of the registered office.	
2	Type of the Organisation (whether Sole Proprietorship / Partnership /Private Limited / Limited or Cooperative Body etc.)	
3	Name of the Proprietor/Partners/Directors of the Organisation/ Firm	a. b. c. d.
4	Experience in the field of Air conditioning/HVAC	_____years
5	Technical personnel available in the organization: <i>Details to be furnished in Part-III</i>	
6	Annual turnover of the company, during last 3 years (Rs. Lakh)	FY 2020-21 - FY 2021-22 - FY 2022-23 -
7	Whether any Civil Suit / Litigation arisen in the contracts executed during the last 7 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 required

Signature and Seal of the Applicant



Part-II - (Previous and Current works)**List of Important works executed by the firm during last 07 years costing Rs. 24.00 lakhs and above:**

Name of the work and location	Nature of work involved in the contract. (e.g., Residential , offices, industrial, etc.)	Name of the owner Also indicate whether Government/ Semi Government/ Government of India Undertaking or Private Body with full address & full name of the official from the owns side for whom the work was executed *	Contract Amount (Rs. Lakh)	Completion Period as per the agreement (Months)	Actual period of completion (Months)	Whether the work was left incomplete or contract was terminated from either side. (Yes/No) Give full details.	Any other relevant information

*Email address of contact person of the client to be furnished

Signature and Seal of the Applicant



b) List of Important works on Hand costing Rs.24.00 lakhs and above:

Name of the work and location	Nature of work involved in the contract (e.g., Residential, offices, industrial, etc.)	Name of the owner Also indicate whether Government/ Semi Government/ Government of India Undertaking or Private Body with full address & full name of the official from the owns side for whom the work was executed *	Contract Amount	Completion Period	Any other relevant information

****Email address of contact person of the client to be furnished***



Part III - Technical Personnel and Experience

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

Name	Age (Years)	Educational Qualification	Experience (Years)	Nature of works handled (Mention Designation and Brief description of profile)	Name of the projects handled costing more than Rs.24 Lakh.	Date from which employed in your organization (dd/mm/yyyy)	Any other remarks

Signature and Seal of the Applicant

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



Part IV Non-Blacklisting declaration
(To be given on Company Letter Head)

Date:

To,
The Chief General Manager
National Bank for Agriculture and Rural Development
NABARD Tower
Usmanpura
Ahmedabad.

Sub: Declaration for Non-Blacklisting

Name of Tender / Work: Tender for Consultancy services for the work of Replacement of Central Air-Conditioning Packaged Units and Modernisation of Plant at NABARD Gujarat Regional Office, Ahmedabad

Dear Sir,

We hereby declare that we are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.

Yours Faithfully,

Signature of the Bidder
Seal



ARTICLES OF AGREEMENT

This AGREEMENT made on this _____ day of 2024 between the National Bank for Agriculture and Rural Development, a body corporate constituted under the National Bank for Agriculture and Rural Development Act, 1981 and having its Head office at C-24, G-Block, Bandra Kurla Complex, Bandra East, Mumbai 400051 (hereinafter called "the Bank" which expression shall, unless repugnant to the context, mean and include its successors and assigns) of the ONE PART

and

M/s. _____, carrying on the business under the name and style of and having their place of business at _____ (hereinafter referred to as "the Consultants" which expression shall, unless repugnant to the context, or meaning thereof, mean and include heirs, executors and administrators) of the OTHER PART.

(NABARD and the Contractor are collectively hereinafter referred to as “**the parties**”)

WHERE AS

1. The Bank is desirous of getting executed 'the work of Consultancy services for Replacement/Modernisation of Central AC Plant at NABARD Head Office, Mumbai'.
2. The Bank is desirous of appointing Consultant for rendering consultancy services in relation to Replacement of 09 AC Package Units of Central AC plant.
3. The Consultant has agreed to provide consultancy service in relation to replacement/modernisation of Central AC plant to the Bank.

NOW THEREFORE THIS AGREEMENT WITNESSETH-

That the Bank hereby appoints the Consultant for the work of Replacement of Central Air-Conditioning Packaged Units and Modernisation of Plant at NABARD Gujarat Regional Office, Ahmedabad on the following terms and conditions and the consultants agree for the same:-

1. WORKS

- a. Replacement/Retrofitting of Central Air-Conditioning Packaged Units and Modernisation of Plant including low side & high side works;
- b. Consequential electrical work;
- c. Civil, electrical, mechanical works which may be required for the replacement/repairs.
- d. Associated works, if any,

(Hereinafter referred to as the 'said `works') more fully detailed in the schedule hereto:

2. CONSULTANT SERVICE

The consultant agrees to and shall render the following services in connection with and in regard to the above works;



On receipt of approval for the scheme from the Bank, design AC system as per heat load etc., prepare tender documents including specifications, drawings, schedule of quantities and materials, etc. and work out detailed estimate of cost for the employer's approval.

The Consultant shall perform the following jobs:

a) On receipt of approval for the scheme from the Bank, prepare detailed designs and drawings for air-conditioning and ventilation system and associated electrical & civil works, if any, prepare tender documents, including specifications, schedule of quantities etc., prepare drawings for invitation of tenders and workout detailed estimate of cost.

b) Scrutinise the tenders received from different parties on the basis of the specifications and submit assessment reports thereon, together with recommendations to the Bank.

c) Prepare contract documents and get them executed by the successful tenderer and supply for the use of the Bank, the contractors and the Bank's Engineer posted at site, two copies each of the contract documents, including all drawings, specifications and such other further particulars, details and drawings as are necessary for the proper execution of the air-conditioning and ventilation work.

d) Supervise the work of installation of the air-conditioning and ventilation system at the site through duly technically qualified and responsible representatives and senior associates of the Consultant for the proper installation and commissioning of the plant of the capacity designed by the Consultant and approved by the Bank.

e) Physical verification of measurements and contractors' bills and furnish observations and recommendations thereon to the Bank along with certificates of payment due to the contractors to enable the Bank to make payments.

f) Certify after tests, the completion of the satisfactory supply, erection and performance of the air-conditioning packaged units and acceptance of equipment as per tender specifications.

g) Obtain from the contractors and supply to the bank six sets of all "As- built drawings" pertaining to the air-conditioning and ventilation work as also soft copies of drawings.

h) Draw up specifications and installation of sewage treatment and water softening plants for air-conditioning purposes, if installation of such plants is considered necessary by the Bank.

i) Attend to any other services connected with the air-conditioning and ventilation work usually and normally rendered by an Air-conditioning Consultant and not referred to in any of the services mentioned above.

3. CONDITIONS OF ENGAGEMENT

a. For supervision during execution of works, recording of measurement of work, etc., to ensure proper workmanship, quality and progress of work etc., the Consultant shall periodically/ as frequently as necessary visit the work at site, either themselves and a qualified and experienced resident engineer is appointed at the cost of and responsibility of the Consultant for day to day supervision/monitoring of work under execution, taking site decisions, measurements quality controls etc., on approval by the Bank and who shall be appointed for a maximum period of 4 months or such other extended time as mutually agreed upon by the parties hereto, shall undertake such works as is otherwise required to be carried out by the Consultant as per the terms of this agreement and to such extent as is approved by the Bank at the costs, risk and responsibility of the consultant as aforesaid.

b. In cases where the work is examined by any technical audit team or CVC of the Chief Technical Examiner and defects etc., are pointed out, the Consultant will assist



Bank in taking suitable measures for rectification of the same to the satisfaction of the examiner and also giving suitable replies or take action as may be necessary.

c. The Consultant shall render service to the Bank till completion of the defects liability period as indicated in the agreement executed between the employer and the contractor.

4. TERMINATION OF AGREEMENT

a. The agreement may be terminated at any time by either party by giving written notice of two months to the other party by either party. Even after termination of their engagement, the Consultant shall remain liable and be responsible for due certification/ approval of any bills submitted by the contractors in respect of the work executed before termination of the consultant's appointment.

b. If the Consultant closes its business or winds up or otherwise become incapacitated from acting as Consultant, then the Agreement shall stand terminated automatically and the Consultant shall be liable to damages.

c. If the Consultant fails to adhere to the time schedule stipulated in the schedule hereto annexed or the extended time which may be granted by the Bank in its sole discretion. or

d. The Agreement shall stand terminated in the event of any violation of clause 10 (Assignment) by the Consultant.

e. In case of termination under sub-clauses (a) & (b) or (c), (d) the Consultant shall not be entitled to any fees or compensation except the fees payable to them for the work actually done, so far. In such cases, the decisions of the Employer as to what is the work actually done and what is the amount of the fees due to the Consultant on the basis of actual work done shall be final and binding on the Consultant.

f. In case of the termination under sub-clause (a), (b), (c), or (d) the employer shall make use of all or any drawings, estimates or other documents, prepared by the consultants after payment for the services of the consultants for preparation of the same in full as provided herein.

5. SCALE OF CHARGES

The Bank shall pay to the Consultant as fee for the services to be rendered by the Consultant in relation to the said works, and amount calculated at the rate of the actual cost as per clause 6. The service tax at the applicable rate will be paid extra. Statuary deductions as per prevailing rules will be made from the payment.

The Consultant shall be paid fees as per manner laid down in clause 6 detailed below in respect of the preparation of drawings and specifications, calling of tenders, etc., up to stage of the work done by them on the value of works estimated by them and approved by the Bank initially; however, the Bank shall be entitled to adjustments subsequently to secure that the total fees payable to the consultant does not exceed the aggregate of the percentages referred to on sub-clause (c) above on the value of works actually executed and completed. The employer, shall, however have the liberty to omit, postpone or not execute any work and the consultants shall not be entitled to any compensation or damages for such omission, postponement or non-execution of the work, except the fees which have become payable to them for the services actually rendered by them.

6. MODE OF PAYMENT



The Bank shall pay fees to the Consultant in stages. The GST will be paid extra at applicable rate at the time of payment and IT-TDS / GST-TDS /other statutory deduction if applicable will be deducted at the time of payment. The payment will be as follows:

- a. 10% of the total fees payable after completion and approval of the preliminary drawings/schemes by the Bank **(to be calculated on the estimated cost of work approved by the competent authority)**
- b. 20% of the total fees (less any amounts paid under clause (a) above) payable after completion of all specifications, construction/execution drawings, estimate and tender documents. **(to be calculated on the estimated cost of work approved by the competent authority)**
- c. 50% of the total fees (less any amounts paid under clauses (a) and (b) above) payable after tenders are invited and processed, recommendations submitted to the Bank for award of work and execution of contract agreements executed. **(to be calculated on the estimated cost of work awarded to the successful bidder/contractor)**
- d. 90% of total fees (less already paid) shall be paid in instalments as the work proceeds and in proportion to the value of the said works as accepted from time to time. **(to be calculated on the estimated cost of work executed by the successful bidder/contractor)**
- e. 100% of the total fees (less already paid) shall be released after Defects liability period and satisfactory rectification of the defects by the contractors and certification by consultant, as pointed out during the defect's liability period.

7. VISIT TO THE SITE

The Consultant or its authorised representatives (with appropriate technical qualification/experience) shall visit the site periodically and as frequently as the works require to inspect/ supervise the work. For this, no charges shall be payable by the Bank. This para should be read in conjunction with other similar clauses described elsewhere in this document.

8. PENALTY

Notwithstanding the above mentioned, if the Bank is put to any loss or suffers any damages (including cost escalation in the execution of said works) due to the delays in carrying out the obligations under these terms or negligence, indolence or breach of the terms and the conditions herein contained on the part of the Consultant, whether the cause of such damage or loss is immediate or remote, the Consultant shall be liable to not only to forego their fees for the quantum of work thus done but also make good such losses and damages on a written demand made by the Bank and a certificate issued by the Bank as regards to the amount of such loss or damage shall be final and conclusive as between the Bank and the Consultant and shall not be questioned in 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 Consultant for any loss recoverable from the Consultants shall not be more than 10% of the fees payable to them under the contract.

9. ARBITRATION

- a. If any dispute, difference, or question shall at any time arise between the parties regarding the execution of this project or concerning anything herein contained or arising out of this agreement or as to the rights, liabilities and duties of the parties hereunder, except in respect of matters for which it is provided hereunder on which the decisions of the Bank is final and binding, 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 disputes to a sole arbitrator who shall be appointed as hereinafter provided.

b. For the purpose of appointing the sole arbitrator referred to above, the Bank shall send to Consultant within 30 days of the notice of arbitration a panel of three names of persons who shall be presently unconnected with this organization of the Bank or the Consultants.

c. The Consultant shall on receipt of the names as aforesaid select any of the persons so named to be appointed as the sole arbitrator and communicate the same to the Bank within 15 days of receipt of the names. The Bank shall thereupon without any delay appoint the said person as the sole arbitrator. If the consultant fail to communicate such selections as provided above within the period specified, the Bank shall make the selection and appoint the sole arbitrator from the panel notified to the Consultant.

d. 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 Bank a panel of three names of persons who shall be unconnected with either party. The Bank shall on receipt of the names as aforesaid select any one of the person and appoint him as the sole arbitrator. If the Bank fails to select the person and appoint him as the sole arbitrator within 30 days 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 Bank.

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

f. The arbitration shall be governed by the Indian Arbitration and Conciliation Act, 1996 as in force from time to time. The award of the arbitrator 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 reference and the award shall be a reasoned award.

g. 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 the dispute in such manner or proportion as may be directed by the arbitrator in the award.

h. The employer and the consultants also hereby agree 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.

10. ASSIGNMENT

The consultant shall not assign to subcontract their obligations or interests under this agreement, without prior written consent of the Bank.

11. SEVERABILITY

If any article, subsection, sentence or clause of this agreement shall be adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of this agreement as a whole or of any article, subsection, sentence or clause hereof not so adjudged, and the remaining terms and provisions of this agreement shall remain unimpaired and in full force and effect.



12. CONTINUING OBLIGATIONS

Termination of this agreement shall not relieve any party from any obligation accrued through the date of termination or termination date as the case may be. In addition thereto, unless excluded, the terms and conditions set forth in this agreement, which by their very nature would continue beyond expiration of earlier termination of this agreement, shall survive expiration or earlier termination of this agreement by any reason whatsoever.

13. INDEMNITY

The Consultant shall defend, indemnify and hold Bank harmless during and after the contract against any and all liabilities, damages, claims, fines, penalties, actions, procedures and expenses of any nature arising out, resulting from any violation of any laws by Consultant or its associates or any way connected with the acts, negligence, breach, failure to perform obligations relating to the agreement.

14. EXECUTION OF AGREEMENT

This Agreement shall be executed in duplicate and the employer shall retain the original and the consultants shall retain the duplicate.

15. STAMP DUTY

The consultants shall bear the stamp duty on the original and the duplicate of this Agreement.

IN WITNESS WHEREOF, the parties hereto have subscribed their respective hands hereto and on a duplicate hereof on the day and year herein above first mentioned.

16. All documents, Tender papers, NIT etc. submitted along with the tender will be a part of this agreement.

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

(Name & Designation)

In the presence of:

(1) Signature:

Name:

Address

(1) Signature:

Name:

Address

SIGNED & DELIVERED

by Shri _____

the duly authorized signatory for & on behalf
of the contractor.

In the presence of:



Witness #1

Signature:

Name:

Address

Witness#2 Signature:

Name:

Address



INDEMNITY BOND
(On Rs.300/- Stamp Paper)

Know all men by these presents that I, Shri.....of M/s do hereby execute Indemnity Bond in favour of National Bank for Agriculture and Rural Development (NABARD), having their Registered Office at NABARD Tower, Opp. Municipal Garden, Usmanpura, Ahmedabad on this day of 2024.

Whereas NABARD have appointed M/s as the Contractor for their proposed work relating to “.....”.

THIS DEED WITNESSETH AS FOLLOWS: -

- 1) I/We, on behalf of M/s hereby do indemnify to keep NABARD and its Employees harmless 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 work, for our negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed works by me/us, any damages, loss or expenses due to or resulting from negligence or breach of duty on the part of me/us or any of our sub-contractor/s if any, servants or agents.
- 2) any claim by an employee of mine/ours or of sub-contractor/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.
- 3) any act or omission of mine/ours of sub-contractor/s if any, our/their servants or agents which may involve any loss, damage, liability, civil or criminal action.

IN WITNESS WHEREOF M/s has set their hands on thisday of2024.

Seal & Signature of the Contractor

SIGNED AND DELIVERED BY THE AFORESAID M/s through their authorized representative (Shri).

Signature

IN THE PRESENCE OF WITNESSES:

1. Name & Signature :

2. Name & Signature:



Volume II**PRICE BID****Tender for Consultancy services for the Work of Replacement of 09 Central Air-Conditioning Packaged Units at NABARD Gujarat Regional Office, Ahmedabad**

Sr. No.	Description	Unit	Rates quoted % (in figures up to 2 decimal point)
1	Comprehensive Consultancy services for the proposed "Consultancy services for the Work of Replacement of 09 Central Air-Conditioning Packaged Units at NABARD Gujarat Regional Office, Ahmedabad	Percentage rates to be quoted *	

*The percentage will be calculated on the actual cost of the works done. GST at the prevailing rate shall be paid extra as applicable on the above quoted fees. IT-TDS / GST-TDS / other statutory deduction if applicable will be deducted at the time of payment.

Quote in words: _____

Accepted all terms and conditions.

AUTHORIZED SIGNATORY

Date

Place

SEAL

