E-Tender for Project Management Consultancy Services for Modernization/Replacement of Central HVAC System at NABARD, New Delhi Regional Office

**ISSUED TO**

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<td>Date of issue of tender document</td>
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<tr>
<td>Pre Bid Meeting with bidders</td>
<td>22 August 2022 at 15:00 hours</td>
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<td>Due date and time for submission of tender</td>
<td>31 August 2022 upto 17:30 hours</td>
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<tr>
<td>Date and time of opening Technical Bids</td>
<td>01 September 2022 upto 11:00 hours</td>
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<tr>
<td>Date and time of opening price bids</td>
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नाबार्ड, नई दिल्ली क्षेत्रीय कार्यालय में केंद्रीय एचवीएसी प्रणाली के आधुनिकीकरण / प्रतिस्थापन के लिए परियोजना प्रबंधन परामर्श सेवाओं के लिए इ-निविदा
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NOTICE INVITING TENDER

NB.NDRO.DPSP. Central HVAC. 358.2022-23 10 August 2022

M/s ........

महोदया /महोदय,

नाबार्ड, नई दिल्ली क्षेत्रीय कार्यालय में केंद्रीय एचवीएसी प्रणाली के आधुनिकीकरण / प्रतिस्थापन के लिए परियोजना प्रबंधन परामर्श सेवाओं के लिए ई-निविदा आमंत्रण सूचना

Notice inviting E-Tender for Project Management Consultancy Services for Modernization/ Replacement of Central HVAC System at NABARD, New Delhi Regional Office

NABARD invites e-tenders as follows:

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| 4      | निविदा की समय-सीमा और प्रस्तुति / Availability & submission of tender | [https://www.nabard.org](https://www.nabard.org) (Availability)  
[https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app) (Availability)  
[https://nabard.eproc.in](https://nabard.eproc.in) (Availability & submission)  
निविदा दस्तावेज जमा करने की अंतिम तिथि अर्थात 31 अगस्त 2022 को 17:30 बजे तक यह वेबसाइट पर उपलब्ध रहेगा. |
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<th>The tender document will be available on the website, until the last date of submission i.e. 17:30 hours on 31 August 2022.</th>
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<td>करार अवधि के लिए बोलीदाता द्वारा उद्धृत न्यूनतम राशि (एल1) के आधार पर Based on the lowest amount (L1) quoted by the bidder, for the contract period. उक्त वेबसाइट के माध्यम से सभी संबंधित दस्तावेजों सहित यह निविदा ऑनलाइन जमा/अपलोड की जानी है. This tender including all relevant documents are to be submitted / uploaded online through the said website. ई-निविदा प्रस्तुत करने के लिए विस्तृत दिशा-निर्देशों/प्रक्रियाओं का उल्लेख इस निविदा में अलग से किया गया है. Detailed guidelines/ procedures to submit e-tender have been mentioned elsewhere in this tender.</td>
</tr>
<tr>
<td>6</td>
<td>बयाना जमाराशि (ईएमडी) / Earnest Money Deposit (EMD) रु. 7,200/- (रुपए सात हजार दो सौ मात्र) हमारे बैंक खाते में एनईएफटी/आरटीजीएस के माध्यम से जमा किया जाए. संबंधित विवरण का उल्लेख दस्तावेज में कहीं और किया जाए. Rs. 7,200/- (Rupees Seven Thousand and Two Hundred only) to be deposited through NEFT/RTGS into our Bank Account, details mentioned elsewhere in the document. Account name : NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT Current A/c. No. : NABADMN23 Name of the Bank: NABARD Branch: NABARD, Head Office, Mumbai IFSC Code: NBRD0000002. ईएमडी के बिना निविदा अस्वीकार कर दी जाएगी। Tender without EMD shall be rejected.</td>
</tr>
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<td>प्री-बिड प्रश्नों को प्रस्तुत करने की अंतिम तिथि Last date for submission of Pre bid queries 16:00 hours on 19 August 2022 by an e-mail (<a href="mailto:dpsp.delhi@nabard.org">dpsp.delhi@nabard.org</a>)</td>
</tr>
<tr>
<td></td>
<td>Hindi</td>
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<tr>
<td>---</td>
<td>-----------------------------------------------------------------------</td>
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| 8 | प्री-बिड मीटिंग की तारीख, समय और स्थान  
Pre-Bid meeting date, time and venue | 3:00 PM on 22 August 2022 at 3rd Floor, Meeting room, NABARD, New Delhi RO.                      |
| 9 | बोली प्रस्तुत करने के अंतिम तिथि  
Last date of bid submission | ई-निविदाएं 26 अगस्त 2022 को 17:30 बजे तक  
https://nabard.eproc.in पर सबमिट की जाए.  
E -Tenders must be submitted latest by 17:30 hours on 31 August 2022 at https://nabard.eproc.in |
| 10| तकनीकी बोली खोले जाने की तारीख  
Opening of Technical bid | 11:00 hours on 01 September 2022.                                                                 |
| 11| मूल्य बोली को खोलना  
Opening of Price bid | तकनीकी बोली में योग्य पाए जाने वाले बोलीदाताओं को अलग से सूचित किया जाएगा.  
To be notified separately to technically qualified bidders. |
| 13| प्रतिभूति जमारानश  
Security deposit | 5% of the gross value work done.                                                                 |
| 14| पत्राचार और स्पष्टीकरण (यदि कोई हो) / Correspondence and Clarification (if any) | NABARD  
New Delhi Regional Office,  
Department of Premises, Security and Procurement  
NABARD Tower, , 24, Rajendra Place,  
New Delhi – 110 008  
Telephone:011 25728935  
Email: delhi@nabard.org ; dpsp.delhi@nabard.org |

15. ई-निविदा की प्रस्तुति - हम उपरोक्त कार्य हेतु निविदा प्रस्तुत करने के लिए आपको आमंत्रित करते हैं।  
भागों में होगा, अर्थात तकनीकी बोली (भाग)I और मूल्य बोली (भाग)II)। तकनीकी बोली, मूल्य बोली, निविदा प्रस्तुत करने की प्रक्रिया, कार्य का विवरण और कार्यक्षेत्र और आवश्यक सेवाओं के बारे में निर्देश निविदा के नियम और शर्तों और निविदा दस्तावेज के अन्य भागों में विस्तार से दिए गए गए हैं। यौगिक मानदंड और तकनीकी - बोलीदाता योग्यता।  
योग्यता से संबंधित प्रासंगिक दस्तावेजों को संलग्न करना सुनिश्चित करें।

Submission of E-Tender: We invite you to submit tender for the captioned work. The offer shall be in two parts, viz., Technical Bid (Part I) and Price Bid (Part II). Instructions regarding Technical Bid, Price Bid, submission process, description & scope of works and the services required have been elaborated in the Terms and Conditions of the tender and other parts of the tender document. Bidders must ensure attachment of relevant documents, supporting the Pre-Qualification Criteria and Technical qualifications.
16. ई-निविदा में बिडिंग/Bidding in E-Tender:

a. इस प्रक्रिया में टेक्नो कमर्शियल बिड के साथ साथ प्राइस बिड इलेक्ट्रॉनिक बिडिंग के माध्यम से -

The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.

b. बोलीदाता की जीवित की स्वीकार करते हुए और रन पर जल्द करके enApple नामक

The bidder should allow to run an application namely enApple by accepting the risk

and clicking on run. This exercise has to be done twice immediately after clicking

on the Techno-Commercial bid. If this application is not running, then the bidder

will not be able to save/submit his bid.

c. टेक्नोकमर्शियल बिड भरने के बाद-, बिडर को अपनी टेक्नो कमर्शियल बिड रिकॉर्ड करने के लिए-

After filling the Techno-Commercial Bid, bidder should click ‘save’ for record their

‘सेव’ पर जल्द कराना होगा।

Techno-Commercial bid. Once the same is done, the Price Bid link becomes active

and the same has to filled up and then bidder should click on “save” to record their

price bid. Once both the Techno-Commercial bid & price bid has been saved, the

bidder can click on the “Submit” button to register their bid.

d. पूरी ईनिविदा प्रक्रिया के दौरान-, बोलीदाता एक दूसरे से और अन्य सभी से पूरी तरह से अंजान

During the entire e-tender process, the bidders will remain completely anonymous

tरहेंगे।
to one another and also to everybody else.

e. ई-निविदा फ्लोर पूर्व-समय पर तथा ऊपर वर्णित अवधि के लिए खुला रहेगा-निविदा पर्षोर पूर्व-.

The e-tender floor shall remain open from the pre-announced date & time and

for as much duration as mentioned above.

f. यह अनिवार्य है कि सभी बोलीयों को डिजिटल हस्ताक्षर प्रमाण पत्र के साथ प्रस्तुत किया जाए अन्यथा

It is mandatory that all the bids are submitted with digital signature certificate

इसे सिस्टम द्वारा स्वीकार नहीं किया जाएगा।

otherwise the same will not be accepted by the system.

g. क्रेटा के पास बिना कोई कारण बताए निविदा को पूर्ण या आवश्यक रूप से रद करने या अस्वीकार

Buyer reserves the right to cancel or reject or accept or withdraw or extend the

करने या स्वीकार करने या वापस लेने या उसकी अवधि बढ़ाने का अधिकार सुरक्षित है।
tender in full or part as the case may be without assigning any reason thereof.

h. निविदा दस्तावेज के नियमों और शर्तों में किसी तरह का विचलन स्वीकार्य नहीं हैकिसी भी . निविदा फ्लोर में बोली प्रस्तुत करना न-बोलीदाता द्वारा इनिदा के नियम और शर्तों की स्वीकृति की पुष्टि करता है .

No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.

i. यूनिट ऑफ मेजर निविदा /निविदा फ्लोर-ई निविदा फ्लोर में इंगित किया गया है-को ई (यूओएम) अंक और दर) दस्तावेज में दर्शाए गए यूओएम के अनुसार उद्देश्य की जाने वाली दर भारतीय रुपये . . में होनी चाहिए (शब्द दोनों में)

Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee (both in figure and word) as per UOM indicated in the e-tender floor/tender document.

17. बोलीदाताओं को यह सूचित किया जाता है कि वे कार्यालय भवन का दौरा करें, किए जाने वाले कार्यों की प्रकृति को जाने और समझे और अपनी दरें उद्धृत करने से पहले बैंक से सभी प्रकार के साधन/करार प्राप्त करें.

Bidders are advised to visit the office building, to familiarize themselves with the nature of works to be carried out and get all clarifications as necessary from the Bank before quoting their rates.

18. नाबार्ड के पास बिना कोई कारण बताए किसी भी बोलीदाता को पूर्ण या आंशिक रूप से स्वीकाय से अस्वीकाय करने का अधिकार सुरक्षित हैनाबार्ड यूनिटम राशि कोट की गई निविदा या किसी भी अन्य निविदा को स्वीकार करने के लिए बाध्य नहीं है NABARD reserves its right to accept or reject any bidder, either in whole or in part, without assigning any reasons for doing so. NABARD does not bind itself to accept the lowest or any tender at all.

19. जो निविदाएं नाबार्ड की सभी या किसी शर्तों को पूरा नहीं करती हैं या निविदाएँ किसी भी तरह से अधृती हैं, वे स्वीकार नहीं की जा सकती और बोलीदाता की अपने विशेष शर्तों वाली निविदाएँ भी अस्वीकाय की जा सकती हैं

Tenders which do not fulfill all or any of NABARD's conditions or are incomplete in any respect and tenders with the bidder's own special conditions are liable to be rejected.

20. सफल बोलीदाता को कार्य आदेश जारी होने की तारीख से 14 दिनों के भीतर संलग्न मानक प्रारूप करार ) - अनुलग्न - की नियमावलीII( के अनुसार प्रचलित दरों पर गैरनायक स्टांप पेपर पर नाबार्ड के साथ - करार निष्पादित करना होगा अथवा बोलीदाताओं की ईमानदारी जब्त हो सकती है The successful bidder shall execute an agreement with NABARD at his cost on non-judicial stamp paper at prevailing rates in accordance with the standard format enclosed (Articles
of Agreement – Annexure - II ) within 14 days from the date of issue of work order failing which bidders EMD may stand forfeited.

21. Any discrepancies, omissions, ambiguities in the tender documents, if any, or any doubt as to their meaning should be reported in writing to the “The General Manager/ Officer-in-Charge, Department of Premises, Security and Procurement, NABARD, New Delhi Regional Office, New Delhi - 110008” who will review the queries and if information sought is not clearly indicated or specified, NABARD will issue clarifications to all the bidders, which will become part of the Tender Document. NABARD will not be responsible if the discrepancies, omissions, ambiguities in the tender documents or any doubts as to their meaning are not brought to the notice of NABARD before five working days prior to the date of submission of the tender.

22. NABARD reserves right to change/modify/amend any or all provisions of the tender document. Such revision/amendment or corrigendum/addendum, if any, will be made available on NABARD’s website only.

23. Validity of offer will be valid for 90 days from the date of opening of price bids.

Yours faithfully

Sd/-

(Kuldeep Chand)
Deputy General Manager
Encl.: Tender documents
The General Manager/Officer-In-Charge
National Bank for Agriculture and Rural Development
New Delhi Regional Office
NABARD Tower, 24, Rajendra Place
New Delhi - 110008

Dear Sir

E-Tender for Project Management Consultancy Services for Modernization/Replacement of Central HVAC System at NABARD, New Delhi Regional Office

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. We understand that the time for completion mentioned herein shall be reckoned from the date of issue of the Letter of Work Order.

4. Should this tender be accepted, I/ We hereby agree to abide by and fulfill the terms and provisions or the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit the EMD and pay to the National Bank for Agriculture and Rural Development, the amount mentioned in the said Conditions.

5. Decision of the Bank in regard to selection of the consultants shall be final. The Bank is not bound to assign any reasons therefor.

All the above conditions are acceptable to me/ us.

Yours faithfully,

Signature of applicant

With full Address & Contact number & email
GUIDELINES / PROCEDURES FOR E-TENDER

E-procurement is facilitated by C1 India (https://nabard.eproc.in) on behalf of NABARD. You are requested to read the terms & conditions of this tender before submitting your online tender. Bidder who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

Process of e-tendering
➢ Selection will involve following stages i) upload of e-Tender ii) receipt of e-bids/e-tender iii) opening of technical bids iv) opening of financial bids v) award of contract. Bid will consist of two parts i.e. Technical Bid and Financial Bid.
➢ If for any reason, it is found that the Technical bid reveals the Financial Bid related details in any manner whatsoever, or, the Financial Bid is swapped in the file marked “Technical Bid”, the Bid document will be summarily rejected in the first instance itself.
➢ Separate E-bids for the work - Technical Bid and Financial Bid shall be downloaded from the website of https://nabard.eproc.in. Tenders received after stipulated date/time shall not be entertained. Bidders are requested to make note of dynamic time being displayed on e-Procurement portal of NABARD to ensure that the bids are submitted on time. Late tenders will not be accepted under any circumstances.

A. Registration:
The process involves bidder’s registration with C1 India’s e-procurement portal which is free of cost. Only after registration, the bidder(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Price Bid over the internet will be done. The Bidder’s should possess Class III or above signing type digital certificate. Bidders are to make their own arrangement for bidding from a PC connected with Internet. C1 India is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: The price bid and the commercial bid has to be submitted on-line at https://nabard.eproc.in. Bidders are required to register themselves online with C1 India and create their own user id and password. Bidders will receive a system generated mail confirming their registration in their email, which has been provided during filling the registration form. The bidders are advised to refer to the NABARD e-tender manual for detailed guidance. In case of further clarification, please contact C1 India, (before the scheduled time of the e-tender).

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of the Person</th>
<th>email</th>
<th>Contact Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Fairlin Jivin</td>
<td><a href="mailto:fairlin.jivin@c1india.com">fairlin.jivin@c1india.com</a></td>
<td>+91-124-4302000 Ext 112</td>
</tr>
</tbody>
</table>

Primary Contact (C1 India)

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of the Person</th>
<th>email</th>
<th>Contact Number</th>
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<tbody>
<tr>
<td>1.</td>
<td>Ujwala Shimpi</td>
<td><a href="mailto:Ujwala.shimpi@c1india.com">Ujwala.shimpi@c1india.com</a></td>
<td>+91-124-4302000 Ext 112 Ext 200</td>
</tr>
<tr>
<td>2.</td>
<td>Sachin Toraskar</td>
<td><a href="mailto:sachin.toraskar@c1india.com">sachin.toraskar@c1india.com</a></td>
<td></td>
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Secondary Contact (C1 India)
B. System Requirement:

<table>
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<tr>
<th>Hardware Required</th>
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<tr>
<td>• Minimum Hardware Requirements:</td>
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<tr>
<td>• Pentium IV and Above</td>
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<tr>
<td>• Minimum 4 GB RAM</td>
</tr>
<tr>
<td>• An available USB port (If Certificate is in USB-Token)</td>
</tr>
<tr>
<td>• User has to install USB-Token drivers into computer system before usage of application.</td>
</tr>
<tr>
<td>• If USB-Token driver is not installed before usage of application user cannot use his certificate for application</td>
</tr>
<tr>
<td>• Reliable Internet Connectivity.</td>
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</table>

<table>
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<tr>
<th>Other Requirements</th>
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<tbody>
<tr>
<td><strong>Operating System:</strong> Windows 7, vista, Windows 8, etc.</td>
</tr>
<tr>
<td><strong>Browser Version:</strong> Internet Explorer Versions 10 or above</td>
</tr>
<tr>
<td><strong>Note:</strong> Website will work only on internet explorer</td>
</tr>
<tr>
<td><strong>Java Component:</strong> Go to Control panel&gt; Add/Remove Programs/ Programs and features</td>
</tr>
<tr>
<td>Check whether Java Runtime Environment is installed on your machine or not.</td>
</tr>
<tr>
<td><em>(Only Single Java should be installed on the Machine)</em></td>
</tr>
</tbody>
</table>

- Part I Technical Bid will be opened electronically on specified date and time as given in the Notice Inviting Tender (NIT). Bidder(s) can witness electronic opening of the bid.

- Part II Price bid will be opened electronically of only those bidder(s) whose Part I Technical Bid is found to be Technical Bid acceptable by NABARD. Such bidder(s) will be intimated about the date of opening of Part II Price bid, through valid e-mail confirmed by them.

1. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

2. Bidders are instructed to use attach documents link in bidding floor to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 20 MB. For further assistance, please follow instructions of bidder guide.
Special Note towards Transaction fee: The bidders shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the bidder login. The bidders have to select the particular tender from the event dropdown box. The bidder shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the bidder shall generate a challan by filling up a form. The bidder shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the bidder shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to C-1 India’s designated bank account, the transaction fee shall be auto authorized and the bidder shall be receiving a system generated mail. Transaction fee is non-refundable. A bidder will not have the access to online e-tender without making the payment towards transaction fee.

3. All notices and correspondence to the bidder(s) shall be sent by e-mail only during the process until finalization of tender by NABARD. Hence, the bidders are required to ensure that their corporate e-mail I.D. provided is valid and updated at the stage of registration of bidder.

4. (i) Bidder are requested to see the web site again before the due date of tender submission to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document.
   (ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to bidder(s) who have downloaded the documents from web site. Please see Website https://nabard.eproc.in

5. E-tender cannot be accessed after the due date and time mentioned in NIT.

6. Bidding in e-tender:
   a) The process involves Electronic Bidding for submission of Technical Bid as well as Price Bid.
   b) The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Technical Bid. If this application is not run, then the bidder will not be able to save/submit his bid.
   c) After filling the Technical Bid, Bidder should click ‘save’ for recording their Technical Bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on “save” to record their price bid. Then once both the Technical Bid & Price Bid has been saved, the bidder can click on the “Submit” button to register their bid.

NOTE: - The Technical Bid & Price Bid cannot be revised once the “Final Submission” button has been clicked by the bidder. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
At the time of submitting technical bid, the bidders are required to check photocopies of following documents should be enclosed/uploaded (Documents in original should be produced for verification as and when it is required by NABARD, failing which their bids will be summarily / out rightly rejected and will not be considered for any further correspondence):-
   a) Registration Certificate as per existing norms (indicating the legal status – Company/ Partnership firm/ Proprietorship Concern, etc.).
   b) Copy of GST Registration Certificates.
c) Copy of PAN Card.

d) Copies of Income Tax Return filed for last three financial years.


f) Charted account Certificate.

g) Work Experience Details, service provided to Government Departments/PSUs/Autonomous Bodies/Corporate Bodies (Copies of Purchase Orders and completion certificates as required by the Technical Bids received from Government Departments/PSUs/Autonomous Bodies/Corporates during each of the last seven years) should be enclosed/uploaded with clearly indicating the annual payment given to the bidder.

h) EMD details Receipt or Certificate in case of MSME.

Signature:

Seal:

Date:

Place:
General Terms & Conditions and instruction to bidders

1. Eligibility Criteria of the applicants

The consultant/applicant needs to fulfill the prequalification criteria to become eligible for the work. The consultant needs to have adequately qualified and experienced staff and should have successfully completed at least:

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Experience Criteria</th>
<th>Contract value executed (Rs. Lakh)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1 similar work during last 7 years (ending 31 March 2022) with annual contract value (costing individually) not less than Rs. &gt;&gt;&gt;</td>
<td>144.00 Lakh</td>
</tr>
<tr>
<td></td>
<td>OR</td>
<td>OR</td>
</tr>
<tr>
<td>2</td>
<td>2 similar works during last 7 years (ending 31 March 2022) with annual contract value (costing individually) not less than Rs. &gt;&gt;&gt;</td>
<td>90.00 Lakh</td>
</tr>
<tr>
<td></td>
<td>OR</td>
<td>OR</td>
</tr>
<tr>
<td>3</td>
<td>3 similar works during last 7 years (ending 31 March 2022) with annual contract value (costing individually) not less than Rs. &gt;&gt;&gt;</td>
<td>72.00 Lakh</td>
</tr>
</tbody>
</table>

Of providing consultancy service for design, erection & commissioning of:

(1) Central/Package Air-conditioning plant in new building or (2) full replacement of old AC plant in existing building, individually costing Rs.72 lakh or above for the Government/Semi-Government/Government of India Undertaking/Private Corporate Bodies, during last 7 years ending 31 March 2022. **The pre-qualification criteria is mentioned elsewhere in this tender document (Appendix).**

For the project, the consultant should have a separate in-house team of professionals consisting of at least 1 (one) experienced/qualified Consultant and 1 (one) Quantity Surveyor for designing, preparation of drawings, preparation of BoQ and tender documents, besides the site staff to be deputed as mentioned in the scope of work, to take-up the projects independently and smoothly within the time schedule.

2. Execution of Agreement

This Agreement shall be executed in duplicate and the employer shall retain the original and the consultants shall retain the duplicate. The consultants shall bear the stamp duty on the original and the duplicate of this Agreement.

3. Assignment

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

4. Serviceability

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.

5. 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 (Arbitration) 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.

6. Scale of charges

a. The fees/charges for rendering the services as per scope of work shall be quoted by the applicant as a percentage of the actual cost of work executed by the contractor (excluding taxes), in the price bid. GST shall be paid extra as applicable. The estimated cost of works is Rs.180.00 lakh.

b. The total consultancy charges quoted shall be inclusive of transport to & from their office to the site.

c. Visits for pre-dispatch factory inspection shall also be undertaken by the consultant.

d. The quoted rate shall be firm. No other charges will be paid other than the quoted price, except statutory payments of GST as applicable.

e. It will be consultant's responsibility to arrange all the qualified personnel, material and test equipment of his own, required for the work.
f. Bidders may visit our site on any working day with prior appointment for discussion/inspection of existing plant before submitting their quotation.

**g. 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.

h. The Bank shall have the liberty to omit, postpone or not to execute any work and the HVAC consultant 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.

**7. Mode of payment**

The Bank shall pay fees to the Consultant in stages 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 already paid) 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 already paid) 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 cost of work awarded to the successful bidder/contractor).*

d. 90% of total fees (less any amounts already paid) shall be paid in installments 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 actual cost of work executed by the successful bidder/contractor).*

e. 95% (less any amounts already paid) after completion of the work, settlement of the final bill and submission of as-built drawings *(to be calculated on the actual cost of work executed by the contractor).*

f. 100% of the total fees (less any amounts 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 defects liability period *(to be calculated on the actual cost of work executed, after adjustments of payments made till such time).*

**8. Earnest Money Deposit**

The EMD of unsuccessful bidders will be refunded, whereas the EMD of the successful bidder will be retained. It will not bear any interest during the period of tendering and till refund. The EMD of successful bidder will be retained to form part of Retention Money Deposit(RMD)/security deposit until completion of Defect Liability Period of the works undertaken. EMD will be forfeited if tenderer/successful bidder breaches the contract/tender/NIT conditions or backs out after opening of tender.
9. 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.

10. 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 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.

11. 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, as per format given at Annexure-III.
SCOPE OF WORK

The National Bank for Agriculture and Rural Development proposes to engage a consultant for the work of Modernization/ Replacement of Central HVAC System at New Delhi Regional Office through standard procedure viz. submitting feasibility report, preparing estimate, design of system, tendering, 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 A.C. system and based on that intends to carry out replacement / modernization of the plant and other allied equipment to improve the air-conditioning system.

Project Management 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:

Consultant is to suggest, after independent assessment of the existing system as also perusing the report of the diagnostic study already undertaken by the Bank, suitable options of air-conditioning system, available with latest and energy efficient technology. The Consultant is required to assess the suitability of both air-cooled and water-cooled proposals (as received by the Employer or otherwise) and furnish clear recommendations regarding the best-suited option for New Delhi RO.

1. 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 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 report including heat load calculations and cost estimate with detailed specifications on the final sketch design and scheme and preparing report on the merits of theselected scheme, so as to enable the employer to take a decision on the sketch designs and the scheme as awhole and approve the same.

3. Preparing final project cost estimate with detailed specifications and rate analysis after incorporating necessary corrections, if any, as suggested by the employer and submitting to the Employer.

4. Submitting the drawings as approved by the Employer to appropriate authorities and obtaining their approvals, wherever required.

5. Appointing and instructing other consultants, such as Interior consultants, Electrical consultants, Firefighting system consultants, Civil Consultants etc. for the said works or part or portion thereof as may be considered necessary by the Employer at the Consultants own cost and
paying the fees to such other consultant.

6. **Preparing complete final and detailed working 2D HVAC drawings.** The Consultant shall get all these drawings and cost estimates approved by the employer before releasing the same for execution or adoption. Consultant shall submit minimum 3 sets of final approved drawings of required size separately to the employer for reference and for record.

7. **Drawing up detailed tender documents** for the HVAC 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.

8. **The selection of the contractors** will be through as per NABARD’s procurement policy in force. Preparing the draft paper advertisement for Notice Inviting Tender (NIT) and submitting to the Employer, preparing select list/pre-qualification list of the contractors with the approval of the Employer including making visits to the contractors' work jointly with the Employer’s representatives, if and as desired/required, inviting tenders for various trades, preparing comparative statements and submitting assessments and recommendations thereon, arranging pre-bid meeting of contractors in consultation and jointly with the Employer and preparing the minutes of pre-bid meeting and submitting to the Employer for approval, assisting the Employer to conduct negotiation with bidder wherever necessary and after employers decision on the tender, preparing contract documents and getting them executed by the contractors selected by the Employer after obtaining Employers approval for the contracts.

9. Preparing requisite number (not less than 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.

10. 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.

11. Assuming **full responsibility for supervision, monitoring, quality control, co-ordination with NABARD** and the contractors and reporting daily progress by posting sufficient number of qualified technical staff/supervisors (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. Bio-data of above technical staff shall be furnished to NABARD. Site Engineer shall be engaged full time during the execution of work on daily basis throughout the entire period of the Project for day-to-day supervision, ensuring smooth progress by prompt supply of drawings and giving proper directions and also co-ordination with all the agencies engaged in execution of various items of work as required. The technical staff will invariably report to the department every day and keep the Bank officers/engineers involved updated.

12. 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 computerized softcopies of measurements and quantities in spread sheets and certification of measurement sheets with sign and stamp in all pages of measurement sheet and submitting the certified measurement sheets to NABARD.

13. Preparing the rate analysis of extra/substitute items, if any, with respect to CPWD, Delhi Schedule of Rates with due recommendations and submitting to NABARD for its approval.
14. Certifying the Running Account Bills and Final Bills of the contractors with due recommendations preferably within a 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 actual sanctioned awarded quantities with remarks and recommendations to excess and savings of quantities and submit to NABARD along with certified RA Bills.

16. Review meetings will be held at Office on a fortnightly basis in the presence of the Consultant, contractor and a representative of the Employer and issues related to smooth execution of the project shall be discussed. The minutes of the meetings shall be recorded by the Consultant and get it approved by the employer. The decision taken in review meeting and as per the approved minutes shall be communicated to the contractor in writing by the Consultant within a weeks’ time of the review meeting.

17. Issue a virtual completion certificate after completion of work at site and submitting the final 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.

18. Any other services incidental to or connected with the said works usually and normally rendered by Consultant and not referred to in any of the items referred to above.

19. The Consultants association will continue from the beginning of the project work till its completion, settlement of the bills and during defect liability period. The Consultant will plan the works in such a way that the project could be completed within the scheduled time specified in the tender of the project.

20. 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.

21. The consultant will make arrangement to conduct Non-destructive test of chiller and condenser pipelines of the existing chiller and condenser water pipelines to assess the condition and suggest the need for replacement.

22. The firm will be providing consultancy for all works like electrical, civil etc. associated with the HVAC work and ventilation system of AC plant room.

23. Owing to the quantum and complexity of the work and the fact that the work is to be carried out in an occupied building, the consultant shall depute one full time responsible and degree qualified associate of the consultant on site on full time basis during execution of the work.

24. The bidder who participate as consultant will not be allowed to participate for execution of the work. The consultant will conduct site meetings, prepare minutes of meeting, prepare master control chart, monitor the works, prepare weekly and monthly progress reports etc.

25. Obtaining final clearance from the municipal corporation or any other such authority, as applicable.

26. 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.
27. Regular supervision of the work during execution of work. Checking measurements and contractors’ bill and verifying the materials received on site are 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.

28. 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.

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 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 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 daily 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 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 24 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 Central vigilance Commission (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.

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.

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 Nationalized Insurance Company to the extent of the full amount of fees to be charged by the Consultants on the basis of estimated cost of works. Such policy shall be obtained and deposited with the Employer within a period of 2 months from the date of execution of this presents and shall be kept valid by the Consultants during the subsistence of this Contract.

Accepted all terms & conditions

Date
Place

(Signature)
**Time Schedule**

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

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Deadline from Award of Consultancy</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Submit preliminary feasibility report, design and drawings along with heat load calculations etc.</td>
<td>30 days</td>
</tr>
<tr>
<td>2</td>
<td>Submit detailed project report / tender document and cost estimates</td>
<td>45 days</td>
</tr>
<tr>
<td>3</td>
<td>Due date for submission of tenders</td>
<td>105 days</td>
</tr>
<tr>
<td>4</td>
<td>Submission of recommendations for award of contract</td>
<td>135 days</td>
</tr>
<tr>
<td>5</td>
<td>Submission of virtual completion certificate and final bill</td>
<td>255 days</td>
</tr>
</tbody>
</table>

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.
## Pre-Qualification Criteria and checklist of documents

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Criteria</th>
<th>Supporting document to be submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Successfully completed at least:</strong></td>
<td>Work orders and completion certificates in support of experience to be enclosed.</td>
</tr>
<tr>
<td></td>
<td>i. Three similar works valuing not less than 40% of the estimated cost - Rs. 72.00 Lakh.</td>
<td><em>Only those works which cost more than Rs. 72.00 lakhs to be submitted.</em></td>
</tr>
<tr>
<td></td>
<td>OR</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ii. Two similar works valuing not less than 50% of the estimated cost – Rs. 90 Lakh.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>OR</td>
<td></td>
</tr>
<tr>
<td></td>
<td>iii. One similar work valuing not less than 80% of the estimated cost – 144.00 Lakh</td>
<td></td>
</tr>
</tbody>
</table>
|         | works of designing, erection, monitoring & commissioning of
|         | (1) Central Air-conditioning in new building or
<p>|         | (2) Full replacement of old AC plant in existing building, individually <strong>costing at least Rs. 72.00 lakhs each</strong> for the Government / Semi-Government / Government of India Undertaking / Corporate Bodies, during last 7 years ending 31 March 2022. |                                                                                                       |
| 2       | Should have working experience as Practicing consultant in the HVAC industry for atleast 7 years prior to consultancy, <strong>as an individual.</strong> | Experience certificate from the clients and companies or copies of work order issued by the clients to be enclosed. |
|         | OR                                                                       |                                                                                                       |
|         | Should have working experience of atleast 7 years in the field of consultancy <strong>as a firm.</strong> |                                                                                                       |</p>
<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Criteria</th>
<th>Supporting document to be submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Consultant should be based locally in New Delhi and should have registered office of reasonable size with necessary equipment and supporting staff at senior and middle level. [Please mention State name and No. of Staff (Technical and others) working in the firm]</td>
<td>Document issued by Government body such as GST, shop act license, registration certificates or certificate of incorporation etc. to be enclosed.</td>
</tr>
<tr>
<td>4</td>
<td>Name and registered address [Please enter name and registered address of the firm]</td>
<td>Document issued by Government body such as GST, shop act license, registration certificates or certificate of incorporation etc. to be enclosed.</td>
</tr>
<tr>
<td>5</td>
<td>The applicant should have at least two qualified Graduate Engineers (having minimum of 10 years’ experience in planning, designing and execution of HVAC works) on their regular establishment for not less than 5 years and necessary office with supporting staff being always available for consultation/furnishing required services.</td>
<td>Organizational set up of the firm, including names, qualifications and experiences of partners/associates and staff to be enclosed as per the enclosed format (1. Part I – Basic information 2. Part III – Technical Personnel and Experience)</td>
</tr>
<tr>
<td>6</td>
<td>Whether Senior level officers or Directors or Partner or 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. The registration with above professional body should be active during the currency of the tendered work</td>
<td>Copy of Certificate be enclosed or Membership identity card to be enclosed;</td>
</tr>
<tr>
<td>7</td>
<td>Experience as practicing AC consultant – Minimum 7 years of experience is required</td>
<td>[Mention number of years] Same as row no. 2 above</td>
</tr>
<tr>
<td>8</td>
<td>Important large projects executed during the last 7 years by the firm together with approximate cost of the individual project. <em>The full postal address of the clients for whom the works have been executed shall also be given.</em></td>
<td>As per Part II (a) the enclosed format</td>
</tr>
</tbody>
</table>

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26

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<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Criteria</th>
<th>Supporting document to be submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>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.</td>
<td>As per Part II (b) the enclosed format</td>
</tr>
<tr>
<td>10</td>
<td>Important large projects if any completed by the partners prior to joining the firm (these projects shall not be included under 8 &amp; 9 above, but shall be shown separately) - Optional</td>
<td>Attach a separate neatly typed sheet on letter head</td>
</tr>
<tr>
<td>11</td>
<td>Name and address of the Banker/s of the firm</td>
<td>Attach a separate neatly typed sheet on your letter head</td>
</tr>
<tr>
<td>12</td>
<td>Average annual financial turnover during last three years ending 31 March 2022 should be at least <strong>Rs. 5.40 lakh</strong></td>
<td>Attach a separate neatly typed sheet on letterhead of Chartered Accountant;</td>
</tr>
<tr>
<td></td>
<td><strong>OR</strong></td>
<td>Enclose copies of audited Balance sheet &amp; Profit &amp; loss statement for the previous three financial years (2019-20, 2020-21 &amp; 2021-22).</td>
</tr>
<tr>
<td>13</td>
<td>Proforma for electronic payment</td>
<td>As per enclosed Proforma (Annexure – I).</td>
</tr>
<tr>
<td>14</td>
<td>Client confidential report of works and site inspection of executed works</td>
<td>Shall be done by NABARD. Please indicate address and contact details of clients in Part II (a) and Part II (b)</td>
</tr>
</tbody>
</table>

**In case, the accounts of FY 2021-22 is unaudited, then provide 3 years (2018-19, 2019-20 & 2020-21) of audited data and 1 year (2021-22) of un-audited/provisional data of the firm.**

*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 subject to fulfilment of all the above conditions and at the sole discretion of Bank's decision.
**Basic Information:**

<table>
<thead>
<tr>
<th></th>
<th><strong>Name of the Applicant/Organization</strong> and <strong>Address of the registered office.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td><strong>Type of the Organization</strong> (whether Sole Proprietorship/Partnership/Private Limited/Limited or Cooperative Body etc.)</td>
</tr>
<tr>
<td>3</td>
<td><strong>Name of the Proprietor or Partners or Directors</strong> of the Organization/Firm</td>
</tr>
<tr>
<td></td>
<td>a.</td>
</tr>
<tr>
<td></td>
<td>b.</td>
</tr>
<tr>
<td></td>
<td>c.</td>
</tr>
<tr>
<td></td>
<td>d.</td>
</tr>
<tr>
<td>4</td>
<td><strong>Details of Registration</strong> (Whether Partnership firm, Company, etc.) — Registering Authority, Date, Registration No., etc. mentioning the business/ activity of the firm</td>
</tr>
</tbody>
</table>
| 5 | **Experience** in the field of Air Conditioning/HVAC  
   —__________ years |
| 6 | **Technical personnel** available in the organization: *Details to be furnished in Part-III* |
| 7 | **Address of office** through which the proposed work of NABARD will be handled and  
The **name and designation of the Officer-in-Charge** Adequate and satisfactory evidence to assess financial capacity of the Organisation to undertake the said work with names of Bankers and their full address.  
*(Solvency certificate from the Bank and Income Tax clearance certificate shall be attached)* |
<p>| | | |</p>
<table>
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</table>
| 8 | 1. Indicate assets of the firm (Plant, Property & Equipment (PPE), Other Machinery, etc.)  
  2. No. of Machinery installed  
  3. No. of Technical personnel employed |   |
| 10 | **Annual turnover** of the company, during last 3 years (year-wise) *  
  **(Rs. Lakh)** | 2019-20  
  2020-21  
  2021-22 |
| 11 | 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, and nature of work, contract value, work order and date and brief details of litigation. |   |

*In case, the accounts of FY 2021-22 is unaudited, then provide 3 years (2018-19, 2019-20 & 2020-21) of audited data and 1 year (2021-22) of un-audited/provisional data of the firm.*

**Attach a separate sheet, wherever required**

**Signature of the Applicant**

**With Office Seal**
Part- II a

a) **List of Important works executed by the firm during last 7 (seven) years costing Rs.72.00 lakhs and above:**

Note: Separate sheet to be furnished for different projects viz. (a) office buildings (b) residential buildings and (c) commercial buildings like hospital, factory, cinema etc.

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

*Email address/Mobile Number of Contact person of the client (where tenderer has carried out works in the past as indicated above) to be furnished*

Signature of the Applicant

With Office Seal
### Part- II b

**b) List of Important Current or works-in-progress costing Rs.72 lakhs and above:**

<table>
<thead>
<tr>
<th>Name of the work and its location</th>
<th>Nature of work involved in the contract (e.g., Residentia l, offices, industrial, commercial etc.)</th>
<th>Name of the owner Also indicate whether Government/ Semi Government/ Government of India Undertaking or Private Body with full address &amp; full name of the official from the owns side for whom the work was executed *</th>
<th>Contract Amount (Rs. Lakh)</th>
<th>Completion Period as per the agreement (Months)</th>
<th>Actual period of completion (Months)</th>
<th>Whether the work is stuck or left incomplete or contract is terminated from either side. (Yes/ No)</th>
<th>Any other relevant information</th>
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<td>If Yes, Give full details.</td>
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</tbody>
</table>

*Email address/Mobile Number of Contact person of the client (where tenderer is presently, carrying out works as indicated above) to be furnished.

**Signature of the Applicant**

**With Office Seal**
**List of Technical Personnel, giving details about their technical qualifications, experience etc.:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Age (Years)</th>
<th>Educational Qualifications</th>
<th>Experience (Years)</th>
<th>Nature of works handled (Mention Designation and brief description of profile)</th>
<th>Name of the projects handled costing more than Rs 72 Lakh.</th>
<th>Date of employment/appointment in the organization (dd/mm/yyyy)</th>
<th>Any other remarks</th>
</tr>
</thead>
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</tbody>
</table>

**Signature of the Applicant**

With Office Seal

**NOTE:** Indicate other points, if any, to show your technical and managerial competency to emphasize any important points in your favor.
PROFORMA FOR ELECTRONIC PAYMENT

Details of Bank account to be furnished by the contractors/ service providers for effecting payment through ECS/NEFT/RTGS (e-payments)

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name and address of consultant with phone nos.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Name of the account holder(As appearing in the Bank account)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Name of the Bank</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Name of the Branch</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Account number</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>RTGS/ NEFT/ IFS Code</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Type of account (Current, Others, etc.)</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>PAN Number</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>GST Registration No.</td>
<td></td>
</tr>
</tbody>
</table>

Signature of the Applicant

With Office Seal

Encl.: -(1) Cancelled Cheque leaf
(2) Copy of PAN card
(3) Copy of GST registration Certificate
ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made this day of between the National Bank for Agriculture and Rural Development (NABARD) (hereinafter called “the Employer”) and having its Office at NABARD Tower, 24- Rajendra Place, New Delhi – 110 008 of the one part and M/s having its office at --------------------------------- (hereinafter called “the Consultant”) the other part.

WHEREAS the Employer is desirous of getting executed “Services of an HVAC consultant for Modernization/ Replacement of Central HVAC System at NABARD, New Delhi Regional Office” and has caused the terms and conditions of the contract showing and describing the work to be done to be prepared by or under the direction of the Employer.

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

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

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. In consideration hereinafter mentioned, the Consultant will upon and subject to the conditions annexed, carry out and complete the works shown in the contract, described by or referred to Scope of Works and in the said conditions.

2. The Employer shall pay the Consultant the said fee / amount or such sum as shall become payable at the times and in the manner specified in the said conditions.

3. The said Conditions and Appendix thereto and the documents attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall be respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreements on their part respectively in the said conditions and the documents contained herein.

4. This Agreement and documents mentioned herein shall form the basis of this contract.

5. The Consultant shall afford every reasonable facility for execution of the said work.

6. Time shall be considered as the essence of this contract, and the Consultant hereby agrees to complete the entire work within the time period prescribed in the Time schedule reckoned from the date of issue of work order subject nevertheless to the provision for extension of time.

7. All payments by the Employer under this contract will be made online only. ____________.

8. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at New Delhi and only Courts in New Delhi shall have the jurisdiction to determine the same to the exclusion of all other courts.

9. That the several parts of this contract have been read by the Consultant and fully understood by the Consultant.
IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized officials and the Consultant has caused its common seal to be affixed hereunto and the said two duplicates/has caused these presents and the said two duplicates here of to be executed on its behalf, the day and year first herein above written. (If the Consultant is a company).

Signature Clause

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

(Name & Designation)

In the presence of:
(1)
Signature:
Name
Address

(2)
Signature:
Name:
Address

SIGNED & DELIVERED
If the bidder (Consultant) is a partnership firm or an individual should be signed by all or on behalf of all the partners.
in the presence of:

Common seal, the signature does should tally with the sealing clause in the Articles of Association SIGNED AND DELIVERED by the Bidder by the hand of Shri

Whether a company or an individual (If the bidder is signing by the hand of Power of Attorney)Duly Constituted Attorney.
Witness #1
Signature:
Name:
Address

Witness #2
Signature:
Name:
Address
INDEMNITY BOND
(On Rs.100/- Stamp Paper)

KNOW all men by these presents that I, Shri..............................................................of M/s.......................................................................................... do hereby execute Indemnity Bond in favor of National Bank for Agriculture and Rural Development ( NABARD), having their Regional Office at NABARD Tower, 24, Rajendra Place, Delhi-110 008 and M/s.......................................................................................... having their office at ............................................................. on this ............. day of........................2022.

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

THIS DEED WITNESSETH AS FOLLOWS:-

I/We M/s ..............................................................................................hereby do Indemnify, and same harmless NABARD against and from

1. 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, 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.

2. any damages, loss or expenses due to or resulting from negligence or breach of duty on the part of me/us or any sub-contractor/s if any, servants or agents.

3. 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.

4. 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 THE M/s ..............................................................................................has set his/their hands on this ..........day of ............. 2022.

SIGNED AND DELIVERED BY THE AFORESAID M/s

IN THE PRESENCE OF WITNESS:

(1) .................................................

(2) .................................................
Part II - PRICE BID

Tender for “Project Management Consultancy Services for Modernization/Replacement of Central HVAC System at NABARD, New Delhi Regional Office”

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Unit</th>
<th>Rates quoted %</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Comprehensive Consultancy services for the proposed “Project Management Consultancy Services for Modernization/Replacement of Central HVAC System at NABARD, New Delhi Regional Office as per the scope of work indicated in the tender document</td>
<td>Percentage rates to be quoted *</td>
<td></td>
</tr>
</tbody>
</table>

*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.

Quote in words: **Rupees**

Accepted all terms and conditions.

AUTHORIZED SIGNATORY

Date
Place
SEAL