Tender For Consultancy Services for Modernisation/ Replacement of Central HVAC System at New Delhi Regional Office

Date of issue of tender document 30 April 2022 at 10:00 am
Pre Bid Meeting with bidders 12 May 2022 at 03:00 pm
Due date and time for submission of tender 20 May 2022 upto 03:00 pm
Date and time of opening technical bids 20 May 2022 at 03:15 pm
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निविदा आमंत्रण सूचना

संदर्भ सं.एनबी/एनडीआरओ-डीपीएसपी /94/ एसी आधुनिकीकरण/प्रतिस्थापन/2022-23
29.04.2022

मैं,


प्रिय महोदय/ महोदय,

नई दिल्ली क्षेत्रीय कार्यालय में केंद्रीय एवं वास्‌प्राणाली के आधुनिकीकरण / प्रतिस्थापन के लिए परामर्श सेवाएं प्रदान करने के उद्देश्य से नवाबद अनुबंधी सलाहकारों से निविदा आमंत्रित करता हूँ।

Tender For Consultancy Services for Modernisation/ Replacement of Central HVAC System at New Delhi Regional Office

1. राष्ट्रीय कृषि और ग्रामीण विकास बैंक, नई दिल्ली क्षेत्रीय कार्यालय में केंद्रीय एवं वास्‌प्राणाली के आधुनिकीकरण / प्रतिस्थापन के लिए परामर्श सेवाएं प्रदान करने के उद्देश्य से नवाबद अनुबंधी सलाहकारों से निविदा आमंत्रित करता है।

2. निविदाएं हमारी वेबसाइट https://www.nabard.org/English / Tenders.aspx के साथ-साथ वैश्विक पोर्टल से डाउनलोड की जा सकती हैं और 20 May 2022 को अपराह्न 03:00 बजे तक सभी आवेदक प्रस्ताव पेपर की जा सकती है।

3. प्री-बिड मीटिंग 12 May 2022 को अपराह्न 03:00 बजे आयोजित की जाएगी।

4. बोली-पुंडू बैठक (प्री-बिड मीटिंग) में मंगे जा रहे स्पष्टीकरण, पूर्व-बोली बैठक की तारीख से कम से कम दो दिनों पहले लिखित रूप में प्रस्तुत करने होगे। प्री-बिड मीटिंग के सभी स्पष्टीकरण निविदा का हिस्सा होगें और कोई भी शुरूवात / परीक्षा / पूर्व-बोली स्पष्टीकरण आदि केवल वेबसाइट और वैश्विक पोर्टल पर डाउनलोड किए जाएंगे।

5. बोली-पुंडूओं को सूचित किया जाता है कि वे बोली-पुंडू बैठक में भाग लें और बैठक से पूर्व, मौजूदा एवं वास्‌प्राणाली से खुद को परिचित करने और कार्य का समय व्यवस्थापन के बारे में खुद को समझने के लिए साइट संस्करण अवश्य करें।

6. निविदा दिए गए अधिक भेदभाव आवेदकों का क्षमता और योग्यता के आधार पर सलाहकार के चयन के बारे में निर्णय लिया जाएगा।

7. बिड दो अलग-अलग सीलबंद लिफाफों में जमा करनी होगी और बिड के प्रदेश पृथ्व पर हस्ताक्षर और मूल लगावी होगी। खंड- I (तकनीकी बोली) और खंड- II (मूल बोली) वाले सीलबंद लिफाफों पर ‘नई दिल्ली क्षेत्रीय कार्यालय में केंद्रीय एवं वास्‌प्राणाली के आधुनिकीकरण प्रतिस्थापन के लिए परामर्श सेवाओं के लिए निविदा’ स्पष्ट रूप से लिखा जाना चाहिए और ‘महाराजाबाद/प्रभारी शिफ्ट प्रांडी, राट्टीपुर कृषि और ग्रामीण विकास बैंक, नई दिल्ली क्षेत्रीय कार्यालय, नवाबद टॉपर, 24, राजेंद्र प्लेस, नई दिल्ली - 110008’ को संबंधित किया जाना चाहिए। बोलिया 20 May 2022 को अपराह्न 03:00 बजे तक भूतल में रखे गए निविदा बॉक्स में डाली जानी चाहिए। फैक्स या डाटाकूर्सियर द्वारा प्राप्त बोलिया पर चिंता नहीं किया जाएगा।
8. बप्पना राशि जमा (ईएमडी) ₹ 7,200/- (रूपये सात हजार दो सौ मात्र) का भुगतान नीचे दिए गए विवरण के अनुसार एनआईएफटी/आईएससी के माध्यम से किया जाना है। बिना ईएमडी की निविदा अस्वीकार कर दी जाएगी। ईएमडी भुगतान का विवरण निविदा (तकनीकी बोली) के खंड-1 के साथ संलग्न करना होगा।

खाते का नाम/ Account name : NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
चालू खाता/ Current A/c No: NABADMIN23
बैंक का नाम/ Name of the Bank: NABARD
शाखा/ Branch: NABARD, Head Office, Mumbai
आईएफसी/ IFSC Code: NBRD0000002

9. तकनीकी बोली निविदा जमा करने की नियत तिथि 20 May 2022 को अपराह्न 03:15 बजे खोली जाएगी। प्रस्तुत जानकारी के आधार पर, फॉर्म की पूर्व-योग्यता निर्धारित होगी।

10. केवल पूर्व-योग्य बोलीदाताओं (pre-qualified bidders) का खंड-2 (मुल्य बोली) उपयुक्त तिथि पर खोली जाएगी जिसकी सूचना बाद में केवल योग्य बोलीदाताओं को दी जाएगी।

11. निविदाएं भरने से पहले, बोलीकर्त्ता क्रम पर निर्धारित बिन्दू नोट करें:
   a. मुल्य बोली खुलाने की तारीख से 3 महीने के लिए बोलियाँ वैध और स्वीकृत के लिए खुली रहेगी।
   b. बिना कोई करार बनाए, किसी भी फॉर्म / सभी पत्रों की किसी भी / सभी निविदाओं को आधिकारिक रूप से या पूरी तरह से स्वीकार या अस्वीकार करने का अधिकार नाबालिग के पास सुरक्षित रहेगा। नाबालिग काम की वस्तुओं को विभाजित करने का अधिकार भी सुरक्षित रहता है।

12. सफल बोलीदाता को प्रस्ताव की स्वीकृति की तारीख से 14 दिनों के भीतर संयोजन मानक प्रारूप के अनुसार नाबालिग के साथ एक करार निर्माणित करना होगा, जिसमें विवरण रहने पर बोलीदाता की ईएमडी जब्त हो सकती है।

13. इसी और/या अन्य जानकारी वाले अवदेन अस्वीकृत किए जा सकते हैं।

भव्यति,

(विजय कुमार पाहवा)
उप महामंडलक
NOTICE INVITING TENDER

Ref. No.NB/NDRO-DPSP / 94 / AC Modernisation/Replacement /2022-23
29.04.2022
M/s __________________________________________

Dear Sir(s)/Madam,

**Tender For Consultancy Services for Modernisation/ Replacement of Central HVAC System at New Delhi Regional Office**

1. The National Bank for Agriculture and Rural Development invites tenders from experienced Consultants for the purpose of providing consultancy services for Modernisation/ Replacement of Central HVAC System of NABARD at New Delhi Regional Office.

2. Tenders can be downloaded from our website https://www.nabard.org/English/Tenders.aspx as well as from CPP Portal and shall be submitted with all the required information latest by 03:00 pm on 20 May 2022.

3. The Pre-Bid meeting will be held on 12 May 2022 at 03:00 pm.

   The clarifications being sought in the pre-bid meeting should be submitted in writing at least two working days prior to the date of pre-bid meeting. All the clarifications of the pre-bid meeting will be part of tender and any corrigenda/ addenda/ pre-bid clarifications etc. will be uploaded only on website and CPP Portal.

4. The bidders are advised to attend the pre-bid meeting and before that conduct a site survey to acquaint themselves with the existing system and satisfy themselves about the overall feasibility of the work.

5. 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 stipulated time period.

6. The bids have to be submitted in two separate sealed covers and every page should be signed and stamped. The sealed covers comprising Volume-I (Technical bid) and Volume-II (Price bid) should be clearly super scribed as **Tender For Consultancy Services for Modernisation/ Replacement of Central HVAC System at New Delhi Regional Office** and addressed to General Manager/OIC, National Bank for Agriculture and Rural Development, New Delhi Regional Office, NABARD Tower, 24, Rajendra Place, New Delhi - 110008. The bids should be dropped in the tender box kept in the Ground Floor latest by 03:00 pm on 20 May 2022. Bids received by fax or post/ courier will not be considered.
7. Earnest Money Deposit (EMD) of Rs. 7,200/- (Rupees Seven thousand Two hundred only) is to be paid through NEFT/RTGS as per details given below. Tender without EMD shall be rejected. EMD payment details shall be enclosed in the volume-1 of the submitted tender (Technical bid).

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8. The Technical bid will be opened on the same day as that of due date of submission of tender, at 03:15 pm on 20 May 2022. Based on the information submitted, the firms will be prequalified.

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

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

   a. The bid shall remain valid and open for acceptance for 3 months from the date of opening of Price bid.

   b. NABARD reserves the right to accept or reject any / all tenders 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.

11. The successful bidder shall execute an agreement with NABARD in accordance with the enclosed standard format within 14 days from the date of acceptance of the offer failing which the bidder’s EMD may stand forfeited.

12. Applications containing false and/or incomplete information are liable for rejection.

Yours faithfully,

(Vijay Kumar Pahwa)
Dy. General Manager
FORM OF TENDER

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,

Tender For Consultancy Services for Modernisation/Replacement of Central HVAC System at 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 and email
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 three works 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 5 years ending 31 March 2022. The pre-qualification criteria is mentioned elsewhere in this tender document.

For the project, the consultant should have a separate in-house team of professionals consisting of at least an experienced/qualified Consultant and a 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

i. 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.

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

iii. Visits for pre-despatch factory inspection shall also be undertaken by the consultant.

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

v. It will be consultant's responsibility to arrange all the qualified personnel, material and test equipment of his own, required for the work.

vi. Bidders may visit our site on any working day with prior appointment for discussion/inspection of existing plant before submitting their quotation.
vii. **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.

viii. 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 the 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 Modernisation/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.

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 the selected scheme, so as to enable the employer to take a decision on the sketch designs and the scheme as a whole and approve the same.

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, Fire fighting 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 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.

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

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>Time Schedule Details</th>
<th>Duration 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>115 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.
Annexure -

Pre-Qualification Criteria and checklist of documents

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Criteria</th>
<th>Supporting document to be submitted</th>
</tr>
</thead>
</table>
| 1     | Successfully completed at least three works of designing, erection & commissioning of  

(1) Central Air-conditioning in new building or  

(2) Full replacement of old AC plant in existing building, individually costing Rs. 72.00 lakhs each for the Government / Semi-Government / Government of India Undertaking / Corporate Bodies, during last 5 years ending 31 March 2021. | Work orders and completion certificates in support of experience to be enclosed. Only those works which cost not less than Rs. 72.00 lakhs to be submitted. |
| 2     | Should have working experience as Practicing consultant in the HVAC industry for at-least 15 years prior to consultancy.                                                                                                         | Experience certificate from the clients/companies.                                                                             |
| 3     | 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.                        | Document issued by Government body such as GST, shop act license etc. to be enclosed.                                          |
| 4     | Name and registered address                                                                                                                                                                                                  |                                                                                                                                 |
| 5     | The applicant should have at least two Qualified Graduate Engineers (having minimum 10 years’ experience in planning, designing & execution of HVAC works) on their regular establishment for not less than 5 years and necessary office with supporting staff for being always available for |

Organisational set up of the firm including names, qualifications and experience of partners/ Associates and staff to be enclosed as per the enclosed format (Part 1 — Basic Information) and (Part III — Technical Personnel and Experience) |
<table>
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<tr>
<th>S.No.</th>
<th>Criteria</th>
<th>Supporting document to be submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Whether 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.</td>
<td>Copy of Membership identity Certificate or Membership identity card to be enclosed</td>
</tr>
<tr>
<td>7</td>
<td>Experience as practicing AC consultant (Mention number of years)</td>
<td>Copies of consultancy work orders to be enclosed.</td>
</tr>
<tr>
<td>8</td>
<td>Important large projects executed during the last 3 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</td>
<td>As per the enclosed format Part II (a)</td>
</tr>
<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 the enclosed format Part II (b)</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)</td>
<td>Attach a separate neatly typed sheet on letter head</td>
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<tr>
<td>S.No.</td>
<td>Criteria</td>
<td>Supporting document to be submitted</td>
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<td>11</td>
<td>Name and address of the Banker/s of the firm</td>
<td>Attach a separate neatly typed sheet on letter head</td>
</tr>
<tr>
<td>12</td>
<td>Average annual financial turnover during last three years ending 31 March 2021 should be at least <strong>Rs. 3.00 lakh</strong></td>
<td>Attach a separate neatly typed sheet on letterhead of Chartered Accountant or enclose copies of audited Balance sheets &amp; Profit &amp; Loss for the previous three financial years.</td>
</tr>
<tr>
<td>13</td>
<td>Proforma for electronic payment</td>
<td>As per enclosed proforma</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</td>
</tr>
</tbody>
</table>

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.
### Part – I (Basic Information)

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<tr>
<td><strong>1</strong></td>
<td>Name of the Applicant/ Organisation and address of the registered office.</td>
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<tr>
<td><strong>2</strong></td>
<td>Type of the Organisation (whether Sole Proprietorship/Partnership/Private Limited/Limited or Cooperative Body etc.)</td>
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<td><strong>3</strong></td>
<td>Name of the Proprietor/Partners/Directors of the Organisation/ Firm</td>
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<td>a.</td>
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<td><strong>4</strong></td>
<td>Details of Registration (Whether Partnership firm, Company, etc.) — Registering Authority, Date, Registration No., etc. mentioning the business / activity of the firm</td>
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<td><strong>5</strong></td>
<td>Experience in the field of Air conditioning years</td>
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<td><strong>6</strong></td>
<td>Technical personnel available in the organization: Details to be furnished in Part-III</td>
</tr>
<tr>
<td><strong>7</strong></td>
<td>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)</td>
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<td><strong>8</strong></td>
<td>Details of office(s) and its location,: Attach a separate sheet</td>
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<tr>
<td><strong>9</strong></td>
<td>Machinery, Technical Personnel employed.</td>
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<tr>
<td><strong>10</strong></td>
<td>Yearly turnover of the company, during last 3 years (year-wise)</td>
</tr>
<tr>
<td>11</td>
<td>Whether any Civil Suit / Litigation arisen in the contracts executed during the last 5 years/being executed. If yes, please furnish the name of the project, employer, nature of work, contract value, work order and date and brief details of litigation.</td>
</tr>
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</table>

Attach a separate sheet, if required

Signature of the Applicant

With seal
Part-II - (Previous and Current works)

List of Important works executed by the firm during last Five 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 location</th>
<th>Nature of work involved in the contract (e.g., Residential, offices, industrial, 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</th>
<th>Completion Period</th>
<th>Stipulated Amount</th>
<th>Whether the work was left incomplete or contract was terminated from either side. Give full details.</th>
<th>Any other relevant information</th>
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*Email address/Mobile Number. Of Contact person of the client to be furnished
b) List of Important works on Hand costing Rs.72 lakhs and above:

<table>
<thead>
<tr>
<th>Name of the work and location</th>
<th>Nature of work involved in the contract (e.g., Residential, offices, industrial, 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</th>
<th>Completion Period</th>
<th>Stipulated Amount</th>
<th>Whether the work was left incomplete or contract was terminated from eitherside. Give full details.</th>
<th>Any other relevant information</th>
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</table>

*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.:

<table>
<thead>
<tr>
<th>Name</th>
<th>Age</th>
<th>Qualification</th>
<th>Experience</th>
<th>Nature of works handled</th>
<th>Name of the projects handled costing more than Rs___ Lakh.</th>
<th>Date from which employed in your organization</th>
<th>Any other remarks</th>
</tr>
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Signature of the Applicant

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

PROFORMA FOR ELECTRONIC PAYMENT

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

Name and address of consultant with phone nos.

1. Name of the account holder  
   (As appearing in the Bank account)
2. Name of the Bank
3. Name of the Branch
4. Account number
5. RTGS/ NEFT/ IFS Code
6. Type of account (Savings, current, etc.)
7. PAN Number
8. GST Registration No.

Signature

Encl.: - (1) one cancelled Cheque leaf
(2) Copy of PAN card
(3) 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 ____________________________ (hereinafter called "the Consultant") having its office at ______________________________ of the other part.

WHEREAS the Employer is desirous of getting executed “Services of an HVAC consultant for Modernisation/ Replacement of Central HVAC System at 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 Coditions 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 thetimes 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 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 hereof 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

(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:  

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Common seal, the signature clause 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) ...................................................
Tender for “Consultancy Services for Modernisation/ Replacement of Central HVAC System at 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 “Consultancy Services for Modernisation/ Replacement of Central HVAC System at 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:

Accepted all terms and conditions.

AUTHORIZED SIGNATORY

Date

Place

SEAL