

**TENDER FOR ENGAGEMENT OF CONSULTANT FOR VARIOUS CIVIL
WORKS, INTERIOR WORKS AND ELECTRICAL WORKS AT VARIOUS
NABARD PREMISES, MUMBAI**

TENDER SCHEDULE	
Date of Issue of Tender	03.03.2025
Date of Pre-Bid Meeting	06.03.2025 11.00 AM
Bid-Submission Start Date	03.03.2025
Bid-Submission End Date	13.03.2025 03.00 PM
Date of Opening of Technical Bids	14.03.2025 03.30 PM
Date of Opening of Financial Bid	Will be communicated later



**DEPARTMENT OF PREMISES, SECURITY AND PROCUREMENT,
NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
HEAD OFFICE,
BANDRA KURLA COMPLEX, BANDRA (E),
MUMBAI- 400051**

PART-I

REF.NO.NB.DPSP/155548/Appointment of Consultant/2024-25

03 March 2025

I. NOTICE INVITING TENDER

Tender for Engagement of Consultant for Various Civil Works, Interior Works and Electrical Works at NABARD Premises, Mumbai

1. National Bank for Agriculture and Rural Development (NABARD) has 8 properties located at various places in Mumbai, comprising of head office, six residential quarters and one vacant office premises. Various Repair/ renovation/ maintenance (civil/ interior/ electrical) works needs to be taken up in these premises, which requires expertise of Architect/Consultant.
2. NABARD intends to engage Consultant for Various Civil Works, Interior Works and Electrical Works at NABARD Premises, Mumbai for a period of 02 years and accordingly, invites competitive sealed offers from eligible consultants.
3. The tender document is available on NABARD's website www.nabard.org OR Central Public Procurement Portal i.e. <https://eprocure.gov.in> for download. No physical copy shall be provided by NABARD and submitted to NABARD.
4. The interested tenderers have to upload their bids along with duly signed scanned copies of all relevant documents etc., in support of their technical & financial bids on the website of CPPP only within the prescribed time limit. The evaluation of Tender will be based on online bids submitted by the tenderers.
5. Tenderers are advised to submit e-tender (e-bids) through e-Procurement portal (<https://eprocure.gov.in>) only, after carefully following the instructions related to systems and procedures as indicated in CPPP. In case of any further guidance, help and support while submission of e-bids, contact CPPP support.
6. Please note that to submit e-tender through electronic mode, interested bidders should have Digital Signature Certificates (DSC) to login to CPPP.
7. Instructions regarding Technical Bid, Financial Bid, submission process and 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.
8. The Financial Bid should not contain any conditions whatsoever and any such conditional bids received shall be rejected.
9. NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons whatsoever.
10. All documents that comprise the offer should be signed and sealed by the firm, as a token of acceptance to the terms and conditions specified in the tender.
11. Applications containing false and/or incomplete information are liable for rejection.
12. The selection of the consultant will be based on Quality cum Cost Based Selection (QCBS) process with 70% weightage on technical parameters and 30% weightage on financial bid as mentioned in the evaluation criteria.

13. The selected Consultant will have to enter into a Agreement on stamp paper as per Bank's standard format (Annexure II) which inter-alia also give the details of services to be rendered by the Consultants, stages for disbursement of fess etc.
14. Integrity pact – The tenderers have to submit the Integrity pact at his own cost on Rs. 200/- non judicial stamp paper as per the format given elsewhere in the tender document to become eligible to participate in the tender. It would be a preliminary qualification and bid documents will not be considered in the absence of the Integrity Pact. Bank has appointed Independent Monitor Shri Jagdeep Kumar Ghai, P&TA, FS (Retd) (Hereinafter referred to as Monitor) for this in consultation with the Central Vigilance Commission. It must be noted that the Bidders who are willing to enter into Integrity Pact (IP) with the Bank on every stage of bidding, will be eligible to participate in the bidding process. Tenderer must implement Integrity Pact (IP) in the prescribed format in all phases of the contract.
15. A Pre-Bid meeting is scheduled to be held on 06/03/2025 at 11 am at NABARD Head Office, Plot C-24, G Block, Bandra Kurla complex, BKC Road, Bandra East, Mumbai, Maharashtra 400051, in the presence of Bank's officials. The clarifications being sought in the pre-bid meeting may be submitted in writing at our Office or to dpsp@nabard.org at least two working days prior to the date of pre bid meeting. The clarifications given in pre bid meeting will also form part of tender document. NABARD reserves the right to revise the Financial Bid after pre-bid meeting, if required.

Yours faithfully,

Sd/-

(S Vasudeva Rao)
Assistant General Manager

III. PRE-QUALIFICATION CRITERIA

The bidder shall fulfil the following eligibility criteria for participating in the tender.
Non-production of the documents will make the bid liable for rejection.

S.No.	Description
1.	<p>The bidder should have experience of providing consultancy services related to civil and electrical works for the last 5 years as on 31.03.2024.</p> <p>Following documents should be submitted :</p> <ol style="list-style-type: none"> 1. Copy of work order (s) /Contract document (s). and 2. Completion Certificate (s)/ Copy of duly certified bill (s)/Invoice from client.
2.	<p>Experience of having successfully completed similar works in Govt./PSU/PSBs/Autonomous Sector during last 5 years (ending 31.03.2024) should be either of following:</p> <ol style="list-style-type: none"> a. three similar completed works whose individual work value is costing not less than Rs.264.00 lakhs. b. two similar completed works whose individual work value is costing not less than Rs.330.00 lakhs. c. one similar completed works whose individual work value is costing not less than Rs.528.00Lakhs. <p>Following documents should be submitted:</p> <ol style="list-style-type: none"> 1. Copy of work order (s) /Contract document (s). and 2. Completion Certificate (s)/ Copy of duly certified bill(s)/Invoice from client. <p>Definition of Similar Works: Similar work means civil and electrical works.</p>
3.	<p>The applicant should have at least 01 Qualified Architect and 3 Qualified Technical Staff (2 Civil and 1 Electrical) (having minimum 03 years' experience in planning, designing & execution of civil & electrical works) in their establishment on regular basis and have necessary office with supporting staff for being always available for consultation/furnishing required services.</p> <p>Organizational set up of the firm including names, qualifications and experience of partners/ Associates and staff to be enclosed as per the enclosed format (Statement 1 of Annexure III)</p>
4.	<p>Senior level officers or Directors or Key Resource Persons or Proprietor is registered as a fellow or a member of any of the Indian Institute of Architects or Institution of Engineers or any such Professional body related to the Consultant's field of working. The registration with the above professional body should be active during the currency of the tendered work.</p> <p>Copy of membership certificate or identity card to be enclosed</p>
5.	<p>The contractor/firm must have their presence in Mumbai/Thane/Navi Mumbai. Proof of registration of office and address of office shall be submitted/uploaded with the bid.</p>
6.	<p>Minimum Average Annual Turnover of the bidder (For the last 3 years ending 31.03.2024) - Rs.198.00 lakhs (Documentary evidence in the form of certified Audited Balance Sheets and Profit and Loss Statement of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the</p>

	turnover details for the relevant period shall be submitted/uploaded with the bid)
7.	The contractor shall submit copies of Balance Sheet and Profit & Loss a/c of the firm for the last three years (ending 31.03.2024) duly certified by a Chartered Accountant should be enclosed as proof of their credit worthiness and turnover for the last three years.
8.	Signed and stamped Integrity Pact on Rs. 200 non-judicial stamp paper. Integrity pact – The tenderer has to enter into the Integrity pact at his own cost on Rs. 200/- non judicial stamp paper with Bank as per the format given to become eligible to participate in the tender. It would be a preliminary qualification and bid documents will not be considered in the absence of the Integrity Pact.
9.	Registration Certificate as per existing norms (indicating the legal status – Company / Partnership firm/ Proprietorship Concern, etc.)
10.	Copy of GST Registration Certificates and Copy of PAN Card
11.	Copies of Income Tax Return filed for last three financial years ending 31.03.2024
12.	The contractor should submit undertaking stating that his / their/her firm is not blacklisted in NABARD/ Govt. / Semi Govt. institutions on letterhead. The undertaking/affidavit should be of latest date and in original. (Annx I)

[Please ensure that contractors provide details of works fulfilling the eligibility criteria in statements I, II & III]

IV. SCOPE OF WORK

The Consultant shall render the following services in connection with Bank's proposed repair/ renovation/ maintenance of civil/ interior/ electrical works and other services for existing Bank properties:

1. Taking Bank's instructions, studying the requirements, visiting the site, preparing layout plans (3 D sketch, if required) wherever required which shall be in accordance with local governing codes / standards, regulations, etc. and also in line with the Bank's Guidelines (including carrying out necessary revisions till the layout plans are finally approved by the Bank), preparing cost estimates (bill of quantities) based on latest schedule of rates / market rate for various works and services substantiated by rate analysis for major/unusual items. Discussing with the Bank for finalization of estimates and preparing report on the scheme to enable the Bank to take a final decision on the sketch designs (if required) and estimates.
2. Submitting a proper program chart incorporating all the activities required for the completion of the proposed work well in time. The program should also include various stages of services to be done by the Consultants in co-ordination with the Bank.
3. Submitting required drawings to the Municipality and other local authorities and obtaining their approval wherever required.
4. Submitting an annual schedule of works / services along with annual budget based on various activities/ works/ services to be undertaken. Preparing detailed working drawings and preparing detailed estimates and all such other particulars as may be necessary for preparation of bill of quantities.
5. Preparing detailed tender documents for the work complete with articles of agreement, special conditions, conditions of contract, specifications, bill of quantities including detailed analysis of rates based on market rates, time and progress charts, etc.
6. All work shall be completed as required, and the consultant may not claim that the value of the work exceeds a specified amount.
7. Inviting tenders for all trades and submitting assessment reports thereon, together with recommendations specifying abnormally high and low rated items. Preparing contract documents for all trades and getting them executed by the concerned contractors. (All commercial conditions shall be evaluated in financial terms instead of merely saying whether a condition may be accepted or not. When conditions are not susceptible to evaluation, the alternative procedure of calling all the tenderers for negotiation and asking them to submit a final bid based on the terms and conditions acceptable to the Bank may be adopted.)
8. Preparing for the use of the Bank, the contractor and site staff, 4 copies of contract documents for all trades including all drawings, specifications and their particulars.
9. Preparing such further details and drawings as are necessary for proper execution of the work.

10. Assuming full responsibility for supply of materials as per technical specifications and proper execution of all work by general and specialist contractors who are engaged from time to time including control over quantities during the execution to restrict variation, if any, to the minimum.
11. Consultant shall not authorize any deviations or substitutions in the work without working out the financial implication, if any, to the Contractor and without obtaining prior approval of the Bank.
12. Checking measurements of work at site. Checking Contractor's bills, issuing periodical certificates for payments, and passing and certifying accounts, so as to enable the Bank to make payments to the Contractors and adjustments of all accounts between the Contractors and the Bank. Architect/ Consultant shall assume full responsibility for all measurements certified by them. A recommended certification proforma for the purpose is given below:

“Certified that the various items of work claimed in this running bill/ final bill by the Contractors have been completed to the extent claimed and at approved rates and that the items are in accordance with and fully confirming to the standard / prescribed specifications and hence the bill is recommended for payment of Rs..... (Rupees.....)”

13. Obtaining approval of Municipality and such other authority for the work completed wherever required and assisting in obtaining refund of deposit, if any, made by the Bank to the Municipality or any such other authority
14. Preparing a document of the completed work in digital mode on completion of the work and submit the same along with important drawings of the project for the records of the Bank.
15. The Consultant has to submit the progress report of the works being executed on fortnightly basis for review of the Bank.
16. The Consultant shall be wholly and solely responsible for the successful completion of the work in all respects consistent with safety and structural stability from the inception upto the handing over for occupation to the Bank.
17. The Consultant shall assist the Bank in all arbitration proceedings between the contractors and the Bank and also defend the Bank in such proceedings.
18. The Consultant shall submit a Self Assessment Report every year for review by the Bank.
19. Any other services connected with the work usually and normally to be rendered by the Consultant, but not referred to herein above.

V. TIME SCHEDULE FOR ASSIGNMENTS

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

Stages of Assignment	Time Schedule
Submission of initial scheme after the date of need intimation	Within 10 days
Submission of final scheme	Within 7 days of approval on corrected Initial scheme
Submission of draft detailed estimation, draft tender document with BOQ and drawings	Within 7 days of approval on Final scheme
Submission of fair detailed estimation, tender document with BOQ and drawings	Within 7 days of approval on draft detailed estimation and tender document
Scrutiny of Technical Bid, submission of scrutiny statement with recommendations	Within 7 days of opening of Technical Bid.
Scrutiny of Price Bid, submission of Comparative statement with recommendations	Within 7 days of opening of Price Bid
Submission of progress report of the project	Every fortnight
Review meeting of the project with contractor, consultant and Bank's Engineer	Every fortnight
Certification of RA Bill of the contractor and submission	Within 7 days of submission of RA Bill by the contractor.
Certification of Final Bill of the contractor and submission	Within 21 days of submission of Final Bill by the contractor.

VI. STAGES OF PAYMENT

The Consultant shall be paid the fee as per the stages mentioned hereunder. However, the cost of the items which may be purchased by the Bank directly from the suppliers will not be considered for payment of Consultant's fee.

(a)	After approval of sketch designs and Preliminary cost estimates.	10% of the fee based on agreed estimated cost
(b)	Preparation of necessary drawings and obtaining sanction of the Municipal and other concerned authorities wherever applicable and submission of priced schedule of quantities and detailed estimates with rate analysis.	25% of the fee based on agreed estimated cost, less payments made earlier.
(c)	Preparation of detailed tender documents, detailed working drawings, inviting tenders and submitting report/recommendations on the tenders received for award of the job.	50% of the fee based on the tender amount, less payments made earlier.
(d)	Supervising the work, certifying Contractors' bills till the work are completed and submission of final certificate and obtaining completion certificates from Municipal and any other authorities wherever applicable.	95% of the fee based on the value of work executed; less payments made earlier.
(e)	Submission of "as made" important drawings to the Bank as specified.	100% of the fees based on the value of work, less payments made earlier.

Note:

1. If the services rendered by the Consultant are found to be un-satisfactory, suitable deduction shall be made from the fees of the Architect / Consultant.

VII. GENERAL TERMS AND CONDITIONS

1. Applications containing false and/or incomplete information are liable for rejection.
2. Decision of the Bank in regard to determining the selection of the applicant/ Consultants shall be final. The Bank is not bound to assign any reasons therefor and reserve the right to reject any or all offers.
3. Before quoting the fees, the Consultant shall visit and inspect the site and shall make his own assessment about the projects.
4. The bidder has to submit Non-Blacklisting Declaration as per Annexure-I.
5. Evaluation Criteria: Bids shall be evaluated based on Quality Cum Cost Based Selection (QCBS) methodology. The weightage for the 'Technical Parameters' is 70 % and the weightage for the 'Quoted Price' is 30 %. The maximum marks to be allocated against various sub-sections under 'Technical Parameters' shall be as hereunder:

'Technical Score'

Description	Criteria	Marks
Past experience of the Consultant (as on 31.03.2024)	More than 10 years	30
	7-10 Years	20
	5-7 Years	10
Number of Architects and Technical Staff (civil & electrical) available with the Consultants	More than 10	40
	07 - 10	30
	05 - 06	20
	03 - 04	10
Overall financial strength of the Consultant in terms of turnover (Turnover figure for last three years as on 31.03.2024)	More than 250 lakh	30
	>100 lakh – 250 lakh	20
	25 lakh – 100 lakh	15
	Less than 25 lakh	10
Total maximum marks		100

- i. Technical Score of the bidders will be evaluated using the following formula.

$$\text{Technical Score} = (T \times 70) / T (\text{high})$$

T stands for actual marks secured by the bidder

T (high) stands for highest marks secured by the bidder

Technical score shall be calculated up to two decimal places.

- ii. Evaluation of Financial Bid: Financial score of the bidders will be evaluated using the following formula.

$$\text{Financial Score} = [(L1 \times 30) / (L)].$$

L1 stands for lowest rate quoted by the bidder

L stands for rate quoted by the bidder

Financial Score shall be calculated up to two decimal places.

- iii. Combined Evaluation of Technical & Financial Bids: The technical and financial scores of each bidder will be added to compute a composite bid score.

Composite bid score = Technical Score + Financial Score

The bidder securing the highest composite bid score will be selected for awarding the consultancy work. In the event of two or more bids having the same highest composite bid score, the bid scoring the highest marks against 'Technical' criteria will be recommended for awarding the consultancy services. In the event of two or more bids having the same highest marks against 'Technical' criteria, then the bidder having higher experience will be recommended for awarding the consultancy services.

6. 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 salaries of site Engineer, other officers/staff, Consultant fee and profits, local conveyance, TA, DA etc. for visiting to our office and site for review meetings/inspection of works.
7. Retention Money Deposit (RMD): RMD at 5% of the individual work and as per the actual work executed will be deducted as Security Deposit from the bill. RMD will be refunded after expiry of DLP for the work.
8. Defect Liability Period (DLP) is generally one year after completion of the individual works, which can be modified by the Bank as per the work orders for individual works.
9. The Consultant shall depute sufficient number of technical personnel in the project for daily supervision, monitoring, quality control and measurements to ensure smooth progress of the project as scheduled.
10. Termination of Agreement
 - i. The agreement herein may be terminated at any time by either party by giving a written notice of two months to the other party. Even after the termination of their employment, the Consultants shall remain liable and be responsible for due certification of the works done hitherto and acts performed till termination and approval of any bills submitted by the contractors at any time in respect of the works executed till such termination. If any winding up proceedings are contemplated or initiated against the Consultants, the Employer shall be entitled to terminate the agreement and entrust the work to any other Consultant.
 - ii. If the Consultants shall close their business or die or become incapacitated from acting as such Consultants, then the Agreement shall stand terminated.
 - iii. If the Consultants fail to adhere to the time schedule stipulated in the tender or the extended time which may be granted by the Employer in his sole discretion, or there is any change in the constitution of the Consultants' company or firm

for any reason whatsoever, the Employer shall be entitled to terminate this Agreement, after due notice, and entrust the work to some other Consultants.

- iv. In case of termination under sub-clauses (i) or (ii) or (iii), the Consultants shall not be entitled to fees, or compensation, except the fees payable to them up to the stage of work actually done, which shall be decided and determined by the Employer.
 - v. In case of termination under sub-clause (i) or (ii) or (iii), the Employer may make use of all or any drawings, estimates, measurements or other documents prepared by the Consultants, after a reasonable payment up to the stage of work done for the services of the Consultants for preparation of the same in full as provided herein, provided always that all the sanctions and approved plans/ designs and other drawings shall remain the property of the Employer and the same shall be surrendered by the Consultants to the Employer within ten days from the date of such termination, without demur.
11. Article of Agreement: The Consultant has to sign the agreement as per attached “Article of Agreement”. This agreement shall be executed in duplicate, and the Employer shall retain the original and the Consultants shall retain the duplicate. The Consultant shall bear the Stamp Duty on the original as well as the duplicate of this Agreement.
12. **Arbitration**
- i. If any dispute, differences or question shall at any times arise between the parties as to the construction of this Agreement or concerning anything herein contained or arising out of the Agreement or as to the rights, liabilities and duties of the parties hereunder except in respect of matters for which it is provided hereunder that the decision of the Bank is final and binding, the same shall be referred to arbitration and final decision after giving at least 30 days’ notice in writing to the other (hereinafter referred to as the “Notice for Arbitration” clearly setting out the items of dispute) to a sole arbitrator who shall be appointed as hereinafter provided. For this purpose of appointing the sole arbitrator referred to above, the Bank shall send to the Consultants within thirty days of the “Notice of Arbitration” a panel of three names of persons who shall be presently unconnected with the organization of the Bank or the Consultants.
 - ii. The Consultants shall, on receipt of the names as aforesaid, select any one of the persons so named to be appointed as the Sole Arbitrator and communicate his name to the 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 Consultants fail to communicate such selection as provided above within the period specified, the Bank shall make the selection and appoint the sole arbitrator from the panel notified to the Consultants.
 - iii. If the Bank fails to send to the Consultant the panel of three names as aforesaid within the period specified, the Consultants shall send to the Bank a panel of three names of persons who shall be unconnected with either party. The Banks shall on receipt of the names as aforesaid, select any of the persons and appoint him as the Sole Arbitrator. If the Bank fails to select the person and appoint him as the

Arbitrator within 30 days of the receipt of the panel and inform the Consultant accordingly, the Consultants shall be entitled to appoint one of the persons from the panel as Sole Arbitrator and communicate his name to the Bank.

- iv. If the Arbitrator so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed. The arbitration shall be governed by the Arbitration & Conciliation Ordinance 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 Arbitrators shall give a separate award in respect of each dispute or difference in accordance with the terms of reference and the award shall be reasoned award. The fees, if any of the Arbitrator shall, if required to be paid before the award is made and published, be paid in equal proportion by each of the parties. The cost of the arbitration including the fees if any, of the Arbitrator shall be borne and paid by such party or parties to the dispute in such manner or proportion as may be directed by the Arbitrator in the award. The Bank and the Architect/ 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.
 - v. The Arbitrator or Arbitrators or Umpire, as the case may be, will be Fellows of the Indian Institute of Consultants or Fellow of Institute of Engineers (India). The award of the Arbitrator(s) or Umpires, as the case may be, shall be final and binding upon the parties to the Arbitration.
13. Services continued to be rendered notwithstanding any reference or dispute to the arbitration - It is specifically agreed that the Consultant shall continue to render its services provided herein with all due diligence, professional skill and tact notwithstanding that any matter, question or dispute has been referred to arbitration.
 14. Professional Liability Insurance Clause: The Consultant shall obtain an insurance policy covering Professional Liability Risk to the extent of the amount of estimated professional fees payable to the Consultant and endorse such policy in Bank's favour and / or otherwise make the claim of any under the policy payable directly to the Bank by the Insurance Company till the completion of the project.
 15. All disputes arising out of the or in connection with the agreement shall deemed to have arisen in Mumbai & only the said courts in Mumbai shall have the jurisdiction to determine the same.

ANNEXURE - I

NON-BLACKLISTING DECLARATION

(To be given on company letterhead)

Date:

To,

The Chief General Manager
National Bank for Agriculture and Rural Development
NABARD Head Office, BKC, Mumbai.

Sub: Declaration for Non-Blacklisting - Tender for Engagement of Consultant for Various Civil Works, Interior Works and Electrical Works at NABARD Premises, Mumbai

Dear Sir,

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

Yours Faithfully,

Signature of the Bidder and Seal

ANNEXURE - II

ARTICLES OF AGREEMENT

(on Rs.200 non-judicial stamp paper)

ARTICLES OF AGREEMENT made this _____ day of _____ between the National Bank for Agriculture and Rural Development (NABARD) (hereinafter called “the Employer”) and having its Head Office at C-24, G-Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400051 of the one part and M/s ----- (herein after called "the Consultant") having its office at ----- of the other part.

WHEREAS the Employer is desirous of getting executed “Tender for Engagement of Architect/Consultant for Various Civil Works, Interior Works and Electrical Works at NABARD Premises, Mumbai” 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 set forth in the Duties/Functions of the Consultant, 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 Duties and Functions of the Consultant 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 only at Mumbai

8. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and only Courts in Mumbai 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

SIGNED AND DELIVERED by the
Bidder

(Name & Designation)

(Name & Designation)

In the presence of:

Witness #1

(1)

Signature:

Signature:

Name:

Name:

Address

Address

(2)

Witness #1

Signature:

Signature:

Name:

Name:

Address

Address

STATEMENT - I

List of professional staff (Architect/Engineers-Civil & Electrical) with the firm, giving their qualification, experience, including that in the present organization*

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

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

Signature of the applicant with full address and office seal

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

STATEMENT - II

List of important contracts executed by the contractor *

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

* Use separate /additional sheets as per the requirement

** Mention the assignments where value of works costing Rs.264.00 lakhs and above only.

*** Attach client's certificates, Copy of work order, Work Completion Certificate, Scope of work etc.

Signature of the applicant with full address and office seal

STATEMENT - III

List of important contracts ON HAND being executed by the contractor*

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

* Use separate /additional sheets as per the requirement

** Mention the assignments where value of works costing Rs.264.00 lakhs and above only.

*** Attach client's certificates, Copy of work order etc.

Signature of the applicant with full address and office seal

ANNEXURE-IV

PRE-CONTRACT INTEGRITY PACT

(To be submitted on ₹200.00 Stamp Paper)

Between

National Bank for Agriculture and Rural Development (NABARD)
hereinafter referred to as “**The Principal**”

And

..... hereinafter referred to as “**The Bidder/Consultant**”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Consultant (s)

(1) The Bidder(s) / Consultant (s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the

following principles during participation in the tender process and during the contract execution:

- a. The Bidder(s) / Consultant (s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/ Consultant (s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/ Consultant (s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/ Consultant (s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s) / Consultant (s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s) / Consultant (s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s) / Consultant (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s) / Consultant (s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Consultant (s) from the tender process.

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Retention Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Consultant liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 - Equal treatment of all Bidders / Contractors/ Subcontractors

(1) In case of Sub-contracting, the Principal Consultant shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidders(s) / Consultant (s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Consultant or Subcontractor, or of an employee or a representative or an associate of a Bidder, Consultant or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Independent External Monitor appointed for NABARD is

Shri Jagdeep Kumar Ghai, P&TA, FS (Retd)

Flat 1032, A Wing, Vanashree Society,

Sector 58 A&B, Palm Beach Road,

Nerul, Navi Mumbai, Pin 400 706.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Consultant as confidential. He / she reports to the Chairman, NABARD.

(3) The Bidder(s)/ Consultant (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Consultant. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Consultant (s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word '**Monitor**' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contract or 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

Section 10 - Other provisions

(1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the principal, i.e. Mumbai.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)
Bidder/Contractor
(Office Seal)

(For & On behalf of the
(Office Seal)

Place _____

Date _____

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

PART-II
FINANCIAL BID

To,
The Chief General Manager
National Bank for Agriculture and Rural Development
NABARD Head Office, BKC, Mumbai.

Engagement of Architect/Consultant for Various Civil Works, Interior Works and Electrical Works at NABARD Premises, Mumbai

1. We refer to your Notice Inviting Tender No. _____.
2. We have read the requirement and have understood them fully. We quote our Professional Fee as percentage of the approved estimated cost of projects or accepted tender value or actual cost of work, whichever is less, in the BoQ format uploaded on CPP portal. TA/DA and other charges will not be payable.
1. We understand that the cost of items/works, if any, to be directly purchased/carried out by the Bank will not be included in the cost of the project for the purpose of calculating professional fee.

Thanking you,

Your faithfully,

(CONSULTANT/ARCHITECT)
WITH SEAL

Date:
Place:

Note:

- * The professional fees to be quoted by the bidder excludes applicable GST. TA/DA and other charges will not be payable.
- * Fee quoted by the bidder shall be inclusive of all cost as well as profit, overheads. TDS and other statutory deductions will be applicable against the payment.