

निविदा के लिए दस्तावेज

TENDER DOCUMENT FOR

नाबार्ड, असम क्षेत्रीय कार्यालय, गुवाहाटी के कार्यालय परिसर और स्टाफ क्वार्टरों की मरम्मत/नवीकरण के लिए सिविल इंजीनियरिंग, डिजाइन और लागत अनुमान के विभिन्न कार्यों के लिए वास्तुकार सह परियोजना प्रबंधन सलाहकार की नियुक्ति

Appointment of Architect cum Project Management Consultant for various works of civil engineering, design and cost estimation for repairs/renovation of office premises and staff quarters of NABARD, Assam Regional Office, Guwahati



राष्ट्रीय कृषि और ग्रामीण विकास बैंक परिसर, सुरक्षा और खरीद विभाग

National Bank for Agriculture and Rural Development Department of Premises, Security and Procurement

असम क्षेत्रीय कार्यालय, असम सचिवालय के विपरीत, जी एस रोड, दिसपुर, गुवाहाटी - 781 006

Assam Regional Office, Opp. Assam Secretariat, G S Road,
Dispur, Guwahati – 781 006.

Date of Issue of Tender	20 February 2023
Pre-Bid Meeting	28 February 2023 (1100 Hrs)
Last date of submission	13 March 2023 (1700 Hrs)
Date of opening of Technical Bids	15 March 2023 (1100 Hrs)

INDEX

Sr. No.	Description	Page No.
1.	Notice Inviting Tender	
2.	Form of Tender	
3.	Part-I (Technical Bid)	
4.	Terms & Conditions	
5.	Scope of Work	
6.	Annexure-I (Articles of Agreement)	
7.	Annexure-II (Information to be furnished by the applicant)	
8.	Annexure-III (List of documents to be submitted along with application)	
9.	Statement-I (List of Partners/ Associates of the firm, qualification, experience including that in the present firm)	
10.	Statement –II (List of Technical Experts and other personnel, technical qualification, experience including that in the present firm)	

11.	Statement-III (List of important projects executed by the applicant firm during last five years costing individual projects of Rs.20.00 lakh and above for Civil Works and Rs. 5.00 lakh and above for Electricals/ AC/Interiors etc.)	
12.	Statement-IV (List of Important Projects under execution by the applicant firm during last five years costing individual project of Rs. 20.00 lakh and above for Civil Works and Rs. 5.00 lakh and above for Electricals/ AC/Interiors etc.)	
13.	Annexure-IV (Evaluation matrix for the evaluation of Technical-Bid)	
	Part-II (Financial Bid)	

NOTICE INVITING TENDER

Nos. NB.MPRO/DPSP/ 2328 /Repairs/2022-23

20 February 2023

Appointment of Architect cum Project Management Consultant for various works of Civil Engineering, Design and Cost Estimation for repairs/renovation of office premises and staff quarters of NABARD, Assam Regional Office, Guwahati

National Bank of Agriculture and Rural Development (NABARD) is a Body corporate established under the Act of Parliament, having its Regional Office at Assam, Guwahati, hereinafter referred as “Bank” intends to undertake repairs/ renovation of its immovable physical assets viz Regional Office Building, Officers Quarter and Staff Quarters located in Guwahati City. In this context, the Bank intends to hire the services of Architect cum Project Management Consultant for various works of civil engineering, design, cost estimation and supervision works, the detailed scope of work is mentioned in the subsequent para.

1. Interested applicants are required to submit their full bio-data giving details about their firms, work experience, technical personnel in their firm, spare capacity, proven competence to handle major-works, in-house computer-aided design facility etc. in the enclosed pro-forma (Annexure- II)
2. As the time is the essence of a contract, the ability and competence of the applicant to render required services within the stipulated time-frame will be a major factor while selecting the Architect/ Project Management Consultant.
3. The Form of Tender can be signed by the person/s on behalf of the firm having necessary authorization/ Power of Attorney to do so. Each page of the application shall be signed (copy of Registration Certificate/ MoA/ POA to be enclosed along with the Technical-Bid).
4. If the space in the pro-forma is insufficient for furnishing full details, such information may be supplemented on separate sheet/s stating therein the part of the pro-forma and serial number. Separate sheet can be used for each part of the tender application.
5. While filling up the pro-forma with regard to the list of the important projects completed or in hand, the applicant shall only include those projects/ works whose individual cost is not less than Rs. 20 lakh for civil works and Rs. 5 lakh for electrical/ AC/ interior design/ other architect works.
6. The applicants must have following professionals on its roll:
 - (i) At least one Graduate with B.Arch or equivalent having membership of Indian Institute of Architects/ Indian Council of Architecture with minimum 5 years of experience.

- (ii) At least one graduate B.Tech (Civil Engineering)/ M.Tech (Civil/Construction/Structural design) degree from a recognized institute/ University with minimum 5 years of experience.
7. The applicants must have qualified personnel, as indicated at Para 6 above, having adequate work experience in planning/designing/construction of multi-storied buildings on their regular establishment for not less than 5 years and have necessary drawing staff with supporting office for being always available for consultation/ furnishing required help in getting plans sanctioned, obtaining completion certificate from local authorities etc.
8. The fees payable for the consultancy services will be linked to the value of project/s awarded by the Bank, for which the services of the consultant have been sought. Hence, the fees or service charges have to be quoted in percentage terms for value of works executed by the Bank and for which services have been rendered by the applicant. The fees will be inclusive of all costs for rendering the services as defined in the “Scope of Work”. The “value of work” will be reckoned on the basis of bill amount accepted by the Bank in respect of the executed works for which the consultancy services have been availed.
9. The percentage basis fee shall be valid for a period of 2 years. The 2 year contract period will be reckoned from the date of first work order to the identified/selected architect which may be further extendable for a period of 1 year subject to satisfactory services provided by the consultant.
10. The applicant shall, with the prior approval of the Bank and within his fees, engage the services of well qualified specialist or consultants pertaining to services indicated below and will be responsible for all the following works:
- (i) Rendering consultancy services for various repair/ renovation works of office building and staff quarters of NABARD located in Assam, Guwahati including Interior Designing and day-to-day supervision.
 - (ii) 2D/ 3D Design with cost estimates for renovation/ re-modelling of various projects like Renovation of Staff Quarters, Renovation of Senior Officers Cabins, Renovation of Toilets, Visiting Officer Flats (VOF), Visiting Employees Flat (VEF) etc.
 - (iii) Any other civil/electrical work required/ assigned by NABARD. In case the firm/ agency does not have the technical experts for assigned work of particular category, it can hire technical person required for the work on actual cost basis with the prior approval from NABARD. In that case, no fee will be payable except the actual cost.
 - (iv) Liasoning with state agencies or authorities for any permissions, clearances, etc. if required and incidental to awarded work/assignment.
11. The applicant must have office in **Guwahati (within Municipal limits)**. Documentary evidence must be enclosed along with the Technical-Bid, in case the documentary evidence is not provided the tender will be summarily rejected.

12. Applications containing false and/or incomplete information are liable for rejection.
13. Decision of the Bank about determining the selection of the Applicant/ Consultants shall be final. The Bank is not bound to assign any reasons therefore and reserve the right to reject any or all offers.
14. The applicants have to submit the Part I (Technical Bid) and Part-II (Financial Bid) in separate envelope. Both the envelopes should be put in a Big separate envelope super-scribed "Appointment of Architect cum Project Management Consultant for various works of civil engineering, design and cost estimation for repairs/renovation of office premises and staff quarters of NABARD, Assam regional Office, Guwahati" and submitted within the specified date and time mentioned in this document.
15. The selected agency/ firm or Architect or consultant shall be required to execute an agreement on non-judicial stamp with required stamp duty (Rs. 200/-) in the prescribed format. The stamp duty will be borne by the empanelled agency.
16. Compliance to the guidelines of Central Vigilance Commissioner (CVC) and other statutory authority (ies) will have to be ensured by the agency/ consultant.
17. Evaluation matrix, as given in Annexure IV, will be used for evaluating the technical Bid on a matrix of 100 marks and minimum qualifying marks for opening of Financial Bid will be 60. Financial Bid of only those applicants will be opened on a later date who qualifies in the technical bid evaluation. The date of opening of financial-bid will be communicated to only those bidders who qualify the technical bid.
18. The decision of NABARD, Assam Regional Office, Guwahati in regard to selection of architect firm/ consultant will be final and binding on all bidders.
19. NABARD reserves the right to accept or reject any/all tender/s in part or whole of any firms without assigning any reasons whatsoever.
20. Bidders who will not meet the eligibility criteria mentioned in point no. 6 and 11 above will not be considered for further evaluation and their bids will be out rightly rejected.
21. An Earnest Money Deposit (EMD) of Rs.20,000 (Rs. Twenty thousands only) need to be submitted through electronic mode only in the following account:

Name of Account : National Bank for Agriculture and Rural Development Bank
Name : NABARD
Branch Name: Head Office, Mumbai
Account Number (VAN) : NABADMN12
IFS Code : NBRD0000002

Note: MSE's as defined in MSE Procurement Policy issued by GoI or Bidders who are registered with central Procurement Organizations are exempt from submitting EMD. Necessary enclosure to be submitted along with the Technical-Bid.

22. **Pre-bid meeting** is scheduled on 28 February 2023 at 11:00 hours. Venue for the same will be NABARD, Assam Regional Office, Opp. Assam Secretariat, G S Road, Guwahati. Bidders may attend the meeting after understanding the terms and conditions to seek clarification/s required, if any.
23. The applicant must meet the technical and other stipulated criteria with regard to experience, balance sheet size, positive net-worth (to be certified by CA) and others as mentioned in the tender document and evaluation matrix before applying for the appointment.
24. Duly filled in applications as Technical Bid (Part-I) and Price Bid (Part-II) shall be submitted separately in two sealed envelopes, duly furnishing all the required information. The sealed envelope for technical bid need to be super-scribed as "Technical- Bid for Tender for Appointment of Architect cum Project Management Consultant for various works of civil engineering, design and cost estimation for repairs/renovation of office premises and staff quarters of NABARD, Assam regional Office, Guwahati", sealed envelope for price bid should be superscribed as "Price Bid for Tender for Appointment of Architect cum Project Management Consultant for various works of civil engineering, design and cost estimation for repairs/renovation of office premises and staff quarters of NABARD, Assam Regional Office, Guwahati".

Both sealed envelopes i.e. Technical Bid and Price Bid should be put in large envelop and sealed properly and addressed to the Chief General Manager, National Bank for Agriculture and Rural Development, Assam Regional Office, Opp. Assam Secretariat, G S Road, Dispur, Guwahati so as to reach this office on or before 13 March 2023 (05:00 PM) . The tender applications shall be dropped in the designated tender-box kept at the ground floor our office premises – on or before the due date.

25. The date of the tender will be as under

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(S Hrangkhoh)
Deputy General Manger

Part – I

TECHNICAL BID

Appointment of Architect cum Project Management Consultant for various works of Civil Engineering, Design and Cost Estimation for repairs/renovation of office premises and staff quarters of NABARD, Assam Regional Office, Guwahati



**National Bank for Agriculture and Rural Development
Department of Premises, Security and Procurement**

Assam Regional Office, Opp. Assam Secretariat, G S Road, Dispur, Guwahati – 781006.
(Last Date of submission: 17:00 hours on 13 March 20223)

FORM OF TENDER

The Chief General Manager

National Bank for Agriculture and Rural Development
Assam Regional Office

Opp. Assam Secretariat, G S Road

Dispur, Guwahati – 781006.

Dear Sir

Appointment of Architect cum Project Management Consultant for various works of civil engineering, design and cost estimation for repairs/renovation of office premises and staff quarters of NABARD, Assam Regional Office, Guwahati

I/We have read and understood the Notice Inviting Tender (NIT) and contents of the tender document such as Eligibility criteria of applicants, Instructions to the applicants, Services to be rendered by the Consultant, Terms and Conditions of Consultancy, instructions etc. I/We do hereby declare that the information furnished by me/us in the tender document are correct to the best of my/our knowledge and belief.

Our Bankers are:

i)

ii)

(Pls. submit cancelled cheque, GST & PAN documents) The names of partners of our firm are:

i)

ii)

(Please submit Partnership document/Power of Attorney etc.) Name of the partner of the firm
Authorized to sign: OR

Name or person having Power of Attorney to sign the contract _____

(Certified copy of the Power of

Attorney should be attached):

I)

II)

Yours faithfully

Place Signature & Seal

Date

Scope of Work and other conditions

Services to be rendered by the Consultant (Scope of Work)

Scope of the consultancy will include the following works:

1. Subject to instructions of Bank (NABARD) the following needs to be adopted: (i) Undertake site visit, carrying out detailed survey, investigations and preliminary report.

(ii) Preparation of documents: Preparation of drawings viz. sketches, conceptual drawings, 2D drawings to scale, 3D walk through animated presentations, (if needed,) preparation of engineering drawings of proposed works. Presentation wherein the gist of the scheme may be explained to senior management of the Bank, making notes of minutes etc. changes alteration as per the suggestions if any, in the proposed design may be incorporated or deleted as necessary, to satisfy the Bank's need in order to firm up the proposed scheme design.
2. The following offices/ buildings will be taken for design, cost estimation/ repairs/ Renovations:
 - (i) Rendering consultancy services for various repair/ renovation works of office building and staff quarters of NABARD located in Assam, Guwahati including Interior Designing and day-to-day supervision.
 - (ii) 2D/ 3D Design with cost estimates for renovation/ re-modelling of various projects.
 - (iii) Broadly the works will be classified as under (but not limited to):
 - a) Renovation of Officer & Staff Residential Accommodations/Blocks.
 - b) Office interior works including renovation of cabins, toilets, staircase, Toilet/block, Workstations, etc.
 - c) Building rehabilitation works
 - d) Gardening and Landscaping works
 - e) Internal and external painting works
 - f) Improvement and strengthening of internal water/ sewage pipeline, drainage works
 - g) Lighting design, LAN cabling Electrical cabling/circuit and related incidental works
 - h) Water proofing works
 - i) Outdoor façade
 - j) Interior decoration
 - (iv) Preparation of Bill of Quantities (BoQ) for suggested/ approved design/ works.
 - (v) Any other civil/electrical work required/ assigned by NABARD. In case the firm/ agency does not have the technical experts for assigned work of particular category, it can hire technical person required for the work on cost basis with the prior approval from NABARD. In that case, no fee will be

payable except the actual cost incurred for such hiring. To prepare preliminary project cost estimate, on the finalised sketch/design and scheme and preparing report on the merits of the selected scheme, so as to enable the Bank to take a decision on the sketch designs and the scheme as a whole and approve the same.

3. Preparing final cost estimates with detailed specifications and rate analysis after incorporating necessary corrections, if any, as suggested by the Bank and submitting to the Bank.
4. Submitting the drawings as approved by the Bank to appropriate authorities and obtaining their approvals, wherever required.
5. Appointing and instructing other consultants, such as Electrical, Heating, Air Conditioning and Ventilation (HVAC) consultants, etc. for the said works or part or portion thereof as may be considered necessary by the Bank.
6. Preparing final Architectural and detailed working 2D interior / exterior drawings with dimensions in MKS system and making 3D view walk through if needed/required by the Bank. The Architect shall get all these drawings and cost estimates approved by the Bank before releasing the same for execution or adoption. Architect shall submit minimum 3 sets of final approved drawings of required size separately to the Bank for reference and for record.
7. Drawing up detailed tender documents for all the interior /furnishing works, electrical work, LAN cable work, HVAC work, Loose furniture's and bought-out items, state of the art equipment's etc. complete with specifications, drawings, schedule of quantities, time and progress charts and any other material necessary for completing the tender documents and get the same approved by the Bank. Suitable time schedule shall be worked out mutually for the completion of the above items.
8. Execution of works: The Bank has a set policy for selection of the contractors and award of work viz. calling of Quotation, Inviting Tenders and award of work on Nomination basis. The process involves preparation of Notice Inviting Tender (NIT) consisting of Detailed Tender Document, Estimates, Terms and Conditions, Design Specifications and Bill of Quantities. All the documents pertaining to the tender document have to be prepared and submitted to the Bank for approval. For large works, if required Detailed Project Report need to be prepared and submitted to the satisfaction of the Bank.
9. Post Tender: Preparing select list/pre-qualification list of the contractors including making visits to the contractors' work along with the Bank'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 Bank and preparing the minutes of pre-bid meeting and submitting to the Bank for approval, assisting the Bank to conduct negotiation with bidder wherever necessary and after Bank's decision on the tender, preparing contract documents and getting them

executed by the contractors selected by the Bank after obtaining Bank's approval for the contracts.

11. Preparing requisite number of copies of the contract documents of the various trades including all drawings, specifications and other particular and such further details and drawings as are necessary, for use of the Bank, the contractors and the site engineers for the proper execution of the work.
12. Assuming full responsibility for design for all works, for the quantity of the materials used in the work and installations and ensures that the construction is according to the designs, drawings and specifications.
13. Assuming full responsibility for supervision including day-to-day supervision, monitoring, quality control, co-ordination with NABARD and the contractors and reporting daily progress by posting sufficient number of qualified technical staff (preferably graduate in Architect or Civil Engineering having minimum 5 years' experience in similar type of works) as necessary 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 Engineers shall be engaged full time during the progress of work on daily basis throughout the entire period of the Project for day-to-day supervision, ensuring smooth progress by prompt supply of drawings and giving proper directions and also co-ordination with all the agencies engaged in the design engineering and execution of various items of work as required.
14. During the course of the execution of the project, suggesting any change in the design if required, taking measurements jointly with the contractors/contractor's representatives after completion of every stage of items of work, recording measurements and quantities in specified Measurement Books at the site, preparation of computerized 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.
15. Preparing the rate analysis of extra / substitute items, if any, with respect to CPWD Schedule of Rates (SoR), issued by the GoI with due recommendations and submitting to NABARD for its approval.
16. Certifying the Running Account (RA) Bills and Final Bills of the contractors with personnel visit and verification and due recommendations preferably within a week's time of submission of bill by the contractor and submit to NABARD for sanction so that the Bank shall be able to make payments to the contractor within reasonable time.
17. Preparing detailed comparative statement of works carried out with respect to actual sanctioned awarded quantities with remarks and recommendations to excess and savings of quantities and submit to NABARD along with certified RA Bills.
18. Review meetings will be held at NABARD, Assam Regional Office, Guwahati on a fortnightly basis /as and when required, in the presence of the architect, contractor

and a representative of the Bank and issues related to smooth execution of the project shall be discussed. The minutes of the meetings shall be recorded by the Architect and get it approved by the Bank. The changes as decided in review meeting and as per the approved minutes shall be communicated to the contractor in writing by the Architect within a weeks' time of the review meeting.

19. Issue completion certificate after completion of work at site and submitting the final two 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, architect and Bank Officials before settling the final bill.
20. Any other services incidental to or connected with the said works usually and normally rendered by architect and not referred to in any of the items referred to above.
21. The Architect's association will continue from the beginning of the project work till its completion, settlement of the bills and during defect liability period. The Architect 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.
22. Any other work related to repair/renovation/civil works/ design/ drawing etc. as suggested by the Bank.

23. Payment of Fees

- a) The Consultant shall quote his/her remuneration in financial BID for the services rendered by him/her in relation to the said works and in particular for the services herein mentioned as the percentage of actual cost of individual project, inclusive of all taxes (excluding GST).
- b) GST shall be paid extra as per applicable rates.
- c) The remuneration as the percentage of actual cost of project shall remain constant for all the projects irrespective of the size of the project.
- d) TDS and other statutory deductions shall be deducted from the invoice as per applicable rates.

24. Method/ Mode of Payment

The fees set out shall be initially calculated and paid on the basis of the estimated value of each work as approved by NABARD till the work is awarded and thereafter as per accepted tender cost (s) and the same shall be paid proportionately upon completion of each stage of work as indicated below. The total fee, however, will be calculated and finally settled on actual cost of works including extra/substitute items. TDS, as applicable, shall be deducted while settling the bills.

- (i) 20% of the total fees after approval and finalisation of the work/project.
- (ii) 15% of the total fees after submission and approval of the estimate and tender documents for the work/project
- (iii) 15% of the total fees after awarding of the works to contractors

- (iv) 15% of the total fees after execution of 50% of the work by the contractor.
- (v) 15% after certification of the final bill of contractors
- (vi) 15% after settlement of the final bill of the contractor.
- (vii) 05% after the expiry of the defect liability of the contractor's work.

The fees will be calculated as the percentage quoted on the actual cost of works as executed and 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 fees.

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.

25. Time Schedule for Assignment

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

Stages of Assignment	Time Schedule
Submission of Initial Scheme after the date of the respective Work order.	Within 10 days
Submission of Final estimates/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
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
Certification of Final Bill of the contractor and submission	Within 21 days of submission of Final Bill.

26. Other Terms and Conditions:

- i) Before quoting the fees, the Consultant at his own cost, if desires so, shall visit and inspect the site/s and shall make his own assessment about the site conditions, nature of assignment and type of works to be executed.
- ii) The Consultant will be selected according to the lowest among total quoted fees of the project among the technically qualified bidders.
- iii) 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.

27. Termination of Agreement

- a) The agreement herein may be terminated at any time by either party by giving a written notice of One month 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 Bank shall be entitled to terminate the agreement and entrust the work to any other Consultant.
- b) If the Consultants shall close their business or die or become incapacitated from acting as Consultants, then the Agreement shall stand terminated.
- c) **In Case**
 - (i) the Consultants fail to adhere to the time schedule stipulated in the Para 24 therein or the extended time which may be granted by the Bank in his sole discretion, OR
 - (ii) there is any change in the constitution of the Consultants' company or firm for any reason whatsoever, the Bank shall be entitled to terminate this Agreement, after due notice, and entrust the work to some other Consultants.
- d) In case of termination under sub-clauses (a) or (b) or (c), the Consultants shall not be entitled to fees, or compensation, except the fees payable to them up to the stage of work actually done, which shall be solely decided and determined by the Bank.
- e) In case of termination under sub-clause (a) or (b) or (c), the Bank 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 Bank and the same shall be surrendered by the Consultants to the Bank within ten days from the date of such termination, without demur.

28. Damages

Notwithstanding what is contained in clauses herein above, if the Bank 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 Bank and a certificate issued by the Bank as regards the amount of such loss or damage shall be final and conclusive as between the Bank 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 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 Consultants for any other works belonging to the Bank, 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 Bank 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 Bank within a period of 2 (two) months from the date of execution of the contract and shall be kept valid by the Consultants during the subsistence of this Contract.

29. Transfer of Interest

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

30. 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 Bank 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.

31. Arbitration

If any dispute, difference or question shall at any time arise between the parties concerning anything or as to the rights, liabilities and duties of the parties under this Agreement, the decision of the Bank will be final and binding.

32. Services continued to be rendered not withstanding 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.

These will be contract based consulting services and no/any other right remuneration except service charge is payable by NABARD.

Accepted all terms & conditions

Date :-

Place :-

(Signature, Name, Address and Seal of the Consultant)

ANNEXURE - I

ARTICLES OF

AGREEMENT

ARTICLES OF AGREEMENT made this day of between

the National Bank for Agriculture and Rural Development (NABARD) (hereinafter called "the Bank") and having its Regional Office at Assam, Guwahati of the one part and M/s ----- (herein after called "the Consultant") having its office at -----

-- on the other part.

WHEREAS the Bank is desirous of getting executed "**Appointment of Architect cum Project Management Consultant for various works of civil engineering, design and cost estimation for repairs/renovation of office premises and staff quarters of NABARD, Assam Regional Office, Guwahati**" 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 Bank.

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 Scope of Work, Scale of Fees, Mode of payment, Terms and Conditions and Work Order of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the work shown upon the said Terms and conditions at the respective rates therein set forth amounting the sum as therein arrived or such other sum as shall become payable there under (hereinafter referred to as "the said contract amount").

NOW IT IS HEREBY AGREED AS
FOLLOWS:-

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

17

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 Bank under this contract will be made only through Online/electronic mode.
8. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Guwahati and only Courts in Guwahati shall have the jurisdiction to determine the same to the exclusion of all other courts.
9. That all the parts of this contract have been read by the Consultant and fully understood by him/her.
10. Period of Contract will be two years from the date of execution of the agreement which may be further renewed based on the efficiency of the services as determined through review by NABARD, Assam Regional Office, Guwahati for a period of one year at existing rates.

IN WITNESS WHEREOF the Bank 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).

As witness our hands are affixed this ____Day of _____month of 2023

Signed and Delivered by NABARD by the hand of: Name: Designation:	Signed and Delivered by bidder (Consultant) NABARD by the hand of: Name: Designation:
In presence of : 1) 2)	In presence of : 1) 2)

Annexure II

Information to be furnished by the applicants

<u>S.N</u>	<u>Particulars</u>	<u>Details</u>
1	Name and registered office address, e-mail ID and contact details of the firm	
2	Whether individual or partnership firm with full details of other partners/ associates including their name, professional qualification, work experience etc.	Attach a separate sheet (Statement- I)
3	Name, qualification and experience of technical experts and other personnel employed in the firm	Details to be furnished in the prescribed proforma (Statement- II)
4	Whether registered as a member of Institute of Architects/ or Indian Council of Architecture	Furnish details with documentary evidence
5	Details of experience as practicing architects/ consultants	
6	Important projects executed during last 5 years by the firm together with estimated cost of individual project. The work orders/completion certificates from clients to be enclosed.	Details to be furnished in the prescribed proforma (Statement- III)
7	Important projects on which firm is engaged at present and their cost estimates. (Stages of work viz, Planning, Renovation, Constructions etc. to be indicated). The work orders from clients to be enclosed	Details to be furnished in the prescribed proforma (Statement- IV)
8	Whether the firm/ applicant is empaneled with Reserve Bank of India/ State Bank of India/ SEBI/ Central Govt/ State Govt. If yes, please enclose documentary evidence	
9	Name and address of Bankers of the applicants	
10	Turnover of the firm during last three financial years (Rs. lakh)	
11	List of registration with other firms/ Organizations	

12	Location of Office in Guwahati	If yes, please furnish complete postal address.
13	Telephone nos. & contact details of key persons	

Annexure-III

List of Documents to be submitted along-with application:

- (a) Constitution of the firm, Memorandum/ Association of Agreement
- (b) Power of Attorney, if any
- (c) Audited Balance Sheet for last three FYs i.e FY 2019-20, FY 2020-21, FY 2021-22
- (d) IT Return for last three FYs i.e FY 2019-20, FY 2020-21, FY 2021-22
- (e) Particulars of firms/ partners (Statement I)
- (f) Particulars of Technical/ Other personnel (Statement II)
- (g) List of important projects executed by the firm during last five years costing Rs. 20.00 lakh and above for civil works and Rs. 5.00 lakh and above for Electrical/ air Conditioners/ Interiors etc. (Statement III). Work orders from client to be enclosed.
- (h) List of important projects under execution by the firm during last two years costing Rs. 20.00 lakh and above for civil works and Rs. 5.00 lakh and above for Electrical/ air Conditioners/ Interiors etc. (Statement III). Work orders from client to be enclosed.

Statement- I**List of Partners/ Associates of the firm, qualification, experience including that in the present firm**

S.N	Name	Qualification	Consultancy experience (years)	Work/ projects handled costing more than Rs. 20 lakh for civil works and Rs. 5 lakh for electrical/ AC/Interior design	Name of organization In which employed	Date of employment	Special Experience	Remarks, if any
1	2	3	4	5	6	7	8	9

In case extra sheet is required, same may be added. **Signature**
of the applicant:

Seal

Note: Mention other points, if any, to establish technical and managerial competence to indicate any important point in your favour
Statement - II

List of Technical Experts and other personnel, technical qualification, experience including that in the present firm

S.N	Name	Qualification	Consultancy experience (years)	Work/ projects handled costing more than Rs. 20 lakh for civil works and Rs. 5 lakh for electrical/ AC/Interior design	Name of organization employed during present organization	Date of employment	Special Experience	Remarks, if any
1	2	3	4	5	6	7	8	9

In case extra sheet is required, same may be added. Signature
of the applicant:

Seal

Note: Mention other points, if any, to establish technical and managerial competence to indicate any important point in your favour
Statement- III

List of important projects executed by the applicant firm during last five years costing individual projects of Rs. 20.00 lakh and above for Civil Works and Rs. 5.00 lakh and above for Electricals/ AC/Interiors etc. (2017 onwards)

S.N	Name of Project and location, contract details	Nature of work involved in the contract (e.g. Residential, Office, etc.) and other details	Name of the employer with full address, email ID and contact details (enclose work orders from the employer)	Project Cost (Rs. Lakh)	Completed Project		Any other relevant information	Remarks, if any
					Stipulated	Actual		

Signature of the applicant:

Seal

Note: Mention other points, if any, to establish technical and managerial competence to indicate any important point in your favour

Statement- IV

List of Important Projects under execution by the applicant firm during last five years costing individual project of Rs. 20.00 lakh and above for Civil Works and Rs. 5.00 lakh and above for Electricals/ AC/Interiors etc. (2017 onwards)

S.N	Name of Project and location, contract details	Nature of work involved in the contract (e.g. Residential, Office, etc.) and other details	Name of the employer with full address, email ID and contact details (enclose work orders from the employer)	Project Cost (Rs. Lakh)	Completed Project		Present state of the project (Please indicate reasons if the project is delayed)	Any other relevant information
					Stipulated	Expected		

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Signature of the applicant:

Seal

Note: Mention other points, if any, to establish technical and managerial competence to indicate any important point in your favour

Annexure- IV

Appointment of Architect/ Consultants in NABARD Assam Regional Office, Guwahati

Evaluation Matrix for Evaluation of Technical BID

Name of the Applicant :

S.N	Particulars	Sub-Marks	Marks Obtained by the agency
1	Applicant having office in Guwahati	5	
	Yes	5	

(ii)	Minimum Two experts with B.Arch degree or B.Tech (Civil Engineering)/ M.Tech Civil Engineering degree	5	
(iv)	Less than three qualified experts	0	
4	Number of Employees on roll	10	
(i)	More than 10	10	
(ii)	5 to 10 employees	5	

27

(iii)	Less than 5 employee	0	
5			

(v)	No Project	0	
7			

Part – II

Financial Bid

