

Tender For Appointment of Architect/Consultant for repair/ renovation/ maintenance of civil/ electrical/ electronic/ gardening/ pest control works and other premises related services for existing Bank properties for its Regional Office at NABARD, Jammu & Kashmir Regional Office, Jammu-180012.



National Bank for Agriculture and Rural Development,
Department of Premises, Security and Procurement
NABARD Jammu & Kashmir Regional Office,
Railway Road, Railhead Complex, Jammu-180012

Date of Issue of Tender	03 Dec 2024
Pre-Bid Meeting	09 Dec 2024, 1100 hrs.
Last date of submission	23 Dec 2024, 1400, hrs.
Date of opening of Technical Bids	24 Dec 2024, 1600 hrs.

INDEX

Sr. No.	Description	Page No.
1.	Notice Inviting Tender	4-6
2	Guidelines	4-6
3.	Part-I (Technical Bid)	7
4.	Form of Tender	8
5.	Scope of Work	9-12
6.	Terms & Conditions	13-16
7.	Annexure-I (Articles of Agreement)	17-18
8.	Annexure-II (Information to be furnished by the applicant)	19-20
9.	Annexure-III (Checklist/List of documents to be submitted along with application)	21
10.	Statement-I (List of Resource Person/ Associates/ Partners of the firm, qualification, experience including that in the present firm)	22
11.	Statement –II (List of Technical Experts and other personnel, technical qualification, experience including that in the present firm)	23

12.	Statement-III (List of Important Projects under execution by the applicant firm during last five years costing individual project of ₹ 10.00 lakh and above for Civil/Architectural Works and ₹ 5.00 lakh and above for Electricals/ AC/Interiors etc.)	24
13.	Annexure-IV (Evaluation matrix for the evaluation of Technical- Bid)	25-28
14.	Part-II (Financial Bid)	29-31
14	Illustration	32

NOTICE INVITING TENDER

Nos. NB.JAMMU & KASHMIR RO/DPSP/92601 /2024-25

03 December 2024

Tender For Appointment of Architect/Consultant for repair/ renovation/ maintenance of civil/ electrical/ electronic/ gardening/ pest control works and other premises related services for existing Bank properties for its Regional Office at NABARD, Jammu & Kashmir Regional Office, Jammu-180012.

National Bank of Agriculture and Rural Development (NABARD) is a Body corporate established under the Act of Parliament, having its Regional Office at Jammu & Kashmir, Jammu, 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 Jammu and various offices located (or to be located) across the UT of Jammu & Kashmir and Ladakh. Coverage includes own buildings, rental buildings and leased buildings. In this context, Bank intends to empanel Architect/PMC/Architect cum Project Management Consultant Architect cum Project Management Consultants for various works of civil engineering, interiors, 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 biodata giving details about their firms, work experience, technical personnel in their firm, spare capacity, proven competence to handle major work, in-house computer-aided design facility etc. in the enclosed pro-forma (Annexure- II)
2. As the time and quality is the essence of a contract, the ability and competence of the applicant to render required services within the stipulated timeframe 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 and uploaded on appropriate link. 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 **₹ 10 lakh** for Civil/Architectural works and **₹ 5 lakh** for electrical/ AC/ interior design/ other works. Applicant having prior experience of working with Public Sector Undertakings (PSUs)/Banks/Govt. Office will be given preference as indicated in Evaluation Matrix, Annexure IV.
6. The applicants must have following professionals on its roll:

At least one Graduate with B. Arch or equivalent having membership of Indian Institute of Architects/ Indian Council of Architecture/ Institution of Engineers (India) and one civil/electrical engineer with minimum 5 years of experience in planning/designing on their regular establishment for not less than 5 year. The applicant must also have necessary draftsman support. The technical personnel should be available for consultation/ furnishing required help in getting plans sanctioned, obtaining completion certificate from local authorities etc. The applicant has to engage civil/electrical engineer for supervision of works within the quoted fees whenever any project work is in progress.
7. 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 must be quoted in percentage terms (upto 2 decimal points, GST shall be paid extra as applicable) for value of works executed by the Bank and for which services have been rendered by the applicant. **The maximum permissible limit for the percentage to be quoted is 3.5%.** 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 based on bill amount accepted by the Bank in respect of the executed works for which the consultancy services have been availed.
8. The percentage basis fee shall be valid for a period of 2 year. The 2 year contract period will be reckoned from the date of Appointment which may be further extendable for a period of 1 year subject to satisfactory services provided by the consultant.
9. In addition, in order to facilitate the hired agency to have a steady stream of income to meet overheads, bank will be paying a fixed token amount within the overall limit of 3.5% on monthly basis. In other words, in any month where the bank has not entrusted any work or utilized the services of the agency for limited

purposes, bank will pay the amount of shortfall to the agency so that agency will have minimum fixed income as part of this appointment. (See note on financial bid).

The applicant shall, with prior approval of the Bank and within his fees, engage the services of well qualified staff/specialist or consultants pertaining to services indicated below and will be broadly responsible for all the following works:

- (i) Rendering end to end services as required by NABARD including consultancy services for various repair/ renovation works including planning to execution to taking over which may require architect (designs, drawings / supervision) to civil (design/supervision/liasioning/taking statutory approvals.) etc.
 - (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) Liasoning with state agencies or authorities for any permissions, clearances, etc. if required and incidental to awarded work/assignment.
10. Any other specialized nature of work like electrical, HVAC, Structural design etc. not included in the scope of work required/ assigned by NABARD for which the firm/ agency does not have the technical experts on roll, 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. Change in key personnel within organization is to be informed to NABARD immediately.
 11. **The applicant must have registered office in Jammu (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 offer.
 14. The agency/ firm or Architect or consultant selected for assignment shall be required to execute an agreement on non-judicial stamp with required stamp

duty (₹ 200/-) in the prescribed format. The stamp duty will be borne by the empaneled agency. Payment of professional fee shall be made in staggered manner depending upon progress of work

15. Compliance to the guidelines of Central Vigilance Commissioner (CVC) and other statutory authority(ies) will have to be ensured by the agency/ consultant.
16. Evaluation matrix, as given in Annexure IV, will be used for evaluating the technical Bid on a matrix of 100 marks. Minimum marks for qualifying in Technical Evaluation is 50 marks. Final evaluation of Bid will be done only for those applicants who qualifies in the technical bid evaluation.
17. The decision of NABARD, Jammu & Kashmir Regional Office, Jammu in regard to selection of architect firm/ consultant will be final and binding on all bidder.
18. NABARD reserves the right to accept or reject any/all tender/s in part or whole of any firms without assigning any reasons whatsoever.
19. Bidders who will not meet the eligibility criteria mentioned above will not be considered for further evaluation and their bids will be out rightly rejected.
20. **Pre-bid meeting** is scheduled on **09 December 2024 at 11:00 hour** Venue for the same will be NABARD, Jammu & Kashmir Regional Office, Railway Station Road, Adjacent to Saraswati Dham Jammu. Bidders may attend the meeting after understanding the terms and conditions to seek clarification/s required, if any.
21. 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 empanelment.
22. Tender Evaluation Committee constituted by the NABARD shall evaluate the Bids received through GeM-CPP portal/Procurement process. The decision of the Tender Evaluation Committee in the evaluation of the Technical (including Pre-Qualification) and Financial bids shall be final. Technical Bid evaluation is to ensure that the proposed solution by the bidder meets the functional/technical requirements as outlined in the tender Document. No correspondence will be entertained in this regard. Tender Evaluation Committee will evaluate and compare the bids determined to be substantially responsive. It is Tender Evaluation Committee's intent to select the bid that is most responsive to the services and each bid will be evaluated using the criteria and process outlined. To qualify the Technical Bid Evaluation, the bidder must conform to all the

requirements stated in the bid document and score at least 50 marks in technical evaluation criteria as mentioned in Annexure IV. Financial bids of only those bidders who qualify the technical bid evaluation will be opened. Actual final selection would be based on Quality and Cost Based Selection Method (“QCBS Method”) as stipulated in the GFR Rules in the following manner: “relative weightage of technical bid to financial bid will be in the ratio of 70:30 and the proposals with the highest weighted combined score (technical bid and financial bid) shall be selected”. The date of the tender will be as under:

Date of Issue of Tender	03 Dec 2024
Pre-Bid Meeting	09 Dec 2024, 1100 hrs.
Last date of submission	23 Dec 2024, 1400, hrs.
Date of opening of Technical Bids	24 Dec 2024, 1600 hrs.

-----sd-----

(Urmil Lata)
Deputy General Manger

Part – I

TECHNICAL BID

Tender For Appointment of Architect/Consultant for repair/ renovation/ maintenance of civil/ electrical/ electronic/ gardening/ pest control works and other premises related services for existing Bank properties for its Regional Office at NABARD, Jammu & Kashmir Regional Office, Jammu-180012



National Bank for Agriculture and Rural Development

Department of Premises, Security and Procurement
NABARD Jammu & Kashmir Regional Office,
Railway Road, Railhead Complex, Jammu-180012
(Last Date of submission: **14:00 hours on 23 Dec 2024**)

FORM OF TENDER

The Chief General Manager
NABARD Jammu & Kashmir Regional Office,
Railway Road, Railhead Complex, Jammu-180012

Dear Sir

Tender For Appointment of Architect/Consultant for repair/ renovation/ maintenance of civil/ electrical/ electronic/ gardening/ pest control works and other premises related services for existing Bank properties for its Regional Office at NABARD, Jammu & Kashmir Regional Office, Jammu-180012

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/director/proprietor of our firm/company are:

- i)

- ii)

(Please submit registration document/partnership deed/M & AoA/ Power of Attorney etc.)

Name of the partner/Director/Proprietor of the firm/company Authorized to sign:

I)

II)

Yours faithfully

Place / Date

Signature & Seal

Scope of Work and other conditions

DUTIES / FUNCTIONS OF ARCHITECT/ CONSULTANT AND STAGES OF PAYMENT

1. The Architect/ Consultant shall render the following services in connection with Bank's proposed for repair/ renovation/ maintenance of civil/ electrical/ electronic/ gardening/ pest control works and other services for existing Bank properties:
 - a) 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.
 - b) 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 Architect/ Consultants in co-ordination with the Bank.
 - c) Submitting required drawings to the Municipality and other local authorities and obtaining their approval wherever required.
 - d) Taking statutory approvals/permissions whenever necessary.
 - e) 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.
 - f) 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.
 - g) All work shall be completed as required, and the consultant may not claim that the value of the work exceeds a specified amount.

- h) 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 contractor concerned (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.)
- i) 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 particular.
- j) Preparing such further details and drawings as are necessary for proper execution of the work.
- k) Assuming full responsibility for supply of materials 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.
- l) Architect/ 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.
- m) Assisting the Bank in appointing a full time / temporary site Engineer / Consultant for supervision of construction, interior furnishing and guiding the site Engineer / Consultant, if required.
- n) 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 appropriate 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
₹..... (Rupees.....)"
- o) 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.

- p) 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.
- q) The Architect/ Consultant must submit the progress report of the works being executed on fortnightly basis for review of the Bank. Also, all records/ registers for monitoring the progress of work shall be maintained by the consultant.
- r) The Architect/ 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.
- s) The Architect/ Consultant shall assist the Bank in all arbitration proceedings between the contractors and the Bank and also defend the Bank in such proceedings.
- t) The Architect / Consultant shall submit a Self Assessment Report every year for review by the Bank.
- u) Any other services connected with the work usually and normally rendered by the Architect/ Consultant, but not referred to herein above.

2. 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	Fortnightly

Stages of Assignment	Time Schedule
Review meeting of the project with Contractor, consultant and Bank's Engineer	Every fortnight or as required by the bank.
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.

Liquidated damages for delay in completion of the work on part of consultant will be levied at 0.25% of the value of the work order for every week of delay or part thereof, subject to maximum of 5% of the value of work order. Liquidated damages can be waived by NABARD subject to receipt of suitable explanation from agency that reasons for delay are beyond control of the agency and same being accepted by competent authority.

3. Stages of Payment

The Architect/ 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 Architect/ 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:

- i. A token amount will be paid by the Bank in case no work is carried out in a particular month. (See note on financial Bid)
- ii. If the services rendered by the Architect / Consultant are found to be unsatisfactory, suitable deduction shall be made from the fees of the Architect / Consultant.
- iii. In case the work awarded involves only certain stages, payments for that part/stage only will be eligible for payment as per the above schedule. For example, if only supervision of works has been entrusted to, then payments will be made for only that part .

4. Other Terms and Conditions:

- a) 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.
- b) The Consultant will be selected according to Bank's procurement policy and guidelines amongst the empaneled firms. Depending upon the size of project, NABARD reserves it's right to appoint consultants as per GFR guidelines and NABARDs expenditure rules and quotations can be called for any work.
- c) 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. Only those personnel will be allowed to supervise/monitor the work whose details are indicated in Annexure II /Statement II or otherwise mutually agreed by both the parties. Changes in key personnel needs to be intimated to NABARD immediately.

- d) Bank if desires could depute the empaneled agencies to work with other offices/training institutions like NBSC and BIRD, Jammu or any other institution related to the bank or as deemed fit.
- e) In case the empaneled firm fails to accept the offer, Bidder with next higher total marks under QCBS selection process can be offered empanelment.
- f) Transfer of Interest
The Consultants shall not assign, sublet or transfer their interest in this Agreement, without the written consent of the Bank.

5. 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 there is change in business composition due to any reason by which key consultants can no more act 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 2 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.
- f) In case, any court in India debars the consultant or the firm/agency to carry out any business in the area/region/country, the effect of termination of agreement/contract with this office will be ab initio from the date of pronouncement of court order, until further order from the court.

6. Arbitration

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 Architect/ 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 Architect/ Consultants.

The Architect/ 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 Architect/ 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 Architect/ Consultants.

If the Bank fails to send to the Architect/ Consultant the panel of three names as aforesaid within the period specified, the Architect/ 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 Architect/ Consultant accordingly, the Architect/ Consultants shall be entitled to appoint one of the persons from the panel as Sole Arbitrator and communicate his name to the Bank.

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.

The Arbitrator or Arbitrators or Umpire, as the case may be, will be Fellows of the Indian Institute of Architect/ 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.

7. Professional Liability Insurance Clause: -

The Architect/ Consultant shall obtain an insurance policy covering Professional Liability Risk to the extent of the amount of estimated professional fees payable to the Architect/ 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.

All disputes arising out of the or in connection with the agreement shall deemed to have arisen in the city where project is being executed & only the said courts in the city shall have the jurisdiction to determine the same.

IN WITNESS WHEREOF the parties hereto have subscribed their respective hands hereto and on a duplicate hereof at the place and on the day, month and year hereinabove first mentioned.

SIGNED AND DELIVERED FOR AND ON BEHALF OF Bank
BY SHRI _____
IT'S DULY CONSTITUTED ATTORNEY IN THE
PRESENCE OF

SIGNED AND DELIVERED
FOR AND ON BEHALF OF THE ARCHITECT
BY PROPRIETOR

IN THE PRESENCE OF

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 Jammu, Jammu & Kashmir, 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 the consultancy services from Architect cum Project Management Consultant for various civil, interior works, design and cost estimation for repairs/renovation of office premises and staff quarters of NABARD, Jammu & Kashmir Regional Office, Jammu 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: -

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.

1. 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.

2. 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.

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

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

Time and Quality of work 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.

5. All payments by the Bank under this contract will be made only through Online/electronic mode.

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

7. That all the parts of this contract have been read by the Consultant and fully understood by him/her.

8. 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, Jammu & Kashmir Regional Office, Jammu 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 2024

Signed and Delivered by NABARD by the hand of: Name: Designation:	Signed and bidder(Consultant) Delivered by 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

S.N	Particulars	Details
1	Name and registered office address, e-mail ID and contact details of the firm	Attach a separate sheet
2	Whether proprietorship/partnership firm etc with full details of other partners/ associates /resource persons (interior designer, electrical, HVAC etc) including their name, professional qualification, work experience etc.	Details to be furnished in the prescribed proforma (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	Attach a separate sheet
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	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	Attach a separate sheet
8	Name and address of Bankers of the applicants	Attach a separate sheet
9	Turnover of the firm during last three financial years (₹ lakh) upto 31.03.2024	Attach a separate sheet
10	List of registration with other firms/ Organizations	Attach a separate sheet

11	Proof of the registration of Shops and Establishment and the GST	Attach Self attested copies
12	Location of Office in Jammu with proof	Attach a separate sheet
13	Telephone nos. & contact details of key persons	Attach a separate sheet

Note:

1. All copies submitted by the prospective bidder shall be self- attested failing which, bid submitted is liable for rejection.
2. Submission of work order copies against experience criteria without providing work completion certificate may not be considered by the Bank.

Annexure-III

List of Documents to be submitted along-with application by uploading the same at appropriate links on GeM portal:

- (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 2021-22, FY 2022-23, FY 2023-24
- (d) IT Return for last three FYs i.e. FY 2020-21, FY 2021-22, FY 2022-23 , FY 2023-24
- (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 ₹10.00 lakh and above for civil works and ₹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 ₹ 10.00 lakh and above for civil works and ₹5.00 lakh and above for Electrical/ air Conditioners/ Interiors etc. (Statement III). Work orders from client to be enclosed.
- (i) Self-attested copies of the registration under Shops and Establishment Act and the GST

Statement- I

List of Partners/ Resource Person/ Associates of the firm, qualification, experience including that in the present firm

S. N	Name	Qualifications	Consultancy experience (05 years)	Work/ projects Handled costing more than ₹ 10 lakh for civil works and ₹ 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 personnel employed as 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 ₹ 10 lakh for civil works and ₹ 5 lakh for electrical/ AC/Interior design	Name of Organization with address /email where employed	Date of employment with the bidder	Special Experience	Remarks, if any (previous work experience of technical experts can be mentioned here)
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 ₹ 10.00 lakh and above for Civil Works and ₹ 5.00 lakh and above for Electricals/ AC/Interiors etc. (FY 2018-19 to FY 2023-24)

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 (₹. 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. Bidders are encouraged to submit testimonials etc. received from earlier assignments which can support their cause.

Annexure- IV

Appointment of Architect/ Consultants in NABARD Jammu & Kashmir Regional Office, Jammu

Evaluation Matrix for Evaluation of Technical BID

Name of the Applicant:

S.N	Particulars	Sub-Marks	Documents Required
1	Experience of the Firm /company	10	Copy of the Certificate of Incorporation issued by Registrar of Companies. In case of Partnership firm, duly signed and notarized copy of the partnership deed or a Certificate of Registration issued by the Registrar of Firms; or in case of a sole proprietorship, a GST registration certificate and PAN card copy of proprietor along with bank details along with proof of works executed during previous years
(i)	More than or equal to 7 years	10	
(ii)	More than or equal to 5 but less than 7 years	8	
(iii)	Less than 5 years	Ineligible	
2	Work Experience of the Technical Experts (B. Arch./B. Tech Civil/Electrical) engaged with the firm (including experience with previous firms)	10	Certified copies of Number of projects overseen/monitored by expert along with supporting documents as evidence. The first appointment letter of the expert in any firm / government agency working in related field or the first date of incorporation of a firm by expert
(i)	More than 8 years (any two)	10	
(ii)	More than 8 years for one expert and between 5	9	

S.N	Particulars	Sub-Marks	Documents Required
	to 8 years for any one expert		in his individual capacity will be taken as starting date of his experience.
(iii)	More than 5 years but less than 8 years (any two experts)	8	
(iv)	More than 5 years for one expert and between 3 to 5 years for any one expert	7	
(iii)	More than 3 years but less than 5 years (any two experts)	5	
3	Technical qualified persons on the rolls of the firm	10	Copies of qualifying certificates
(i)	Three or more experts with B.Arch. /B. Tech (Civil /Electrical Eng.) or higher qualification	10	
(ii)	Two experts with B.Arch. /B. Tech (Civil /Electrical Engineering) or higher qualification	8	
(iii)	Only one qualified expert (B.Arch. B.Arch. /B. Tech (Civil /Electrical Engineering) or higher qualification)	Applicant shall be ineligible for the tender in this case	
4	Number of consultancy projects executed by the firm during last five years (FY 2019-20 onwards) costing ₹ 10.00 lakh and above for civil works OR	15	Work order along with proof of work completion

S.N	Particulars	Sub-Marks	Documents Required
	₹ 5.00 lakh and above for Electrical/ air Conditioners/ Interiors etc. (Statement III) for individual projects		
(i)	5 or more projects out of which at least one work carried out for Public Sector Undertakings (PSUs)/Banks/Govt. Office.	15	
(ii)	5 or more projects	10	
(iii)	3 or more but less than 5 projects	5	
(iv)	LESS THAN 3 PROJECTS	0	
5	Number of projects under execution by the firm with project cost ₹ 10.00 lakh and above for civil works/composite works OR (₹ 5.00 lakh and above for Electrical/ air Conditioners/ Interiors etc.)	10	Work order
(i)	6 or more projects	10	
(ii)	4-5 projects	7	
(iii)	2-3 projects	05	

S.N	Particulars	Sub-Marks	Documents Required
6	Size of Balance Sheet (audited) on a/c of architectural / project management consultancy	15	CA Certificate indicating average annual turnover details, Audited Balance Sheet and Profit and Loss Account/IT Returns of last three year
(i)	Average Balance sheet of last three years more than ₹ 25 lakh	15	
(ii)	Average Balance sheet of last three years more than ₹ 15 lakh but less than ₹ 25 lakh	10	
(iii)	Average Balance sheet of last three years more than ₹ 5 lakh but less than ₹ 15 lakh	5	
(iv)	Average Balance sheet of last three years less than ₹ 5 lakh	0	
7	Empanelment and recommendation Status	15	Empanelment letter from RBI/NABARD/SEBI/SBI/Public Sector Banks/SIDBI/Any PSU /Autonomous Public Body/State or Central Govt.
(i)	Empanelment with RBI/NABARD /SEBI/ SBI/ Public Sector Banks/SIDBI/Any PSU	5	
(ii)	At least 02 successful work completion certificate from any of the empaneling organization during the period of empanelment.	10	
(iii)	No Empanelment	0	Work order along with proof of work completion certificate.
8	Presentation based on one design and estimate (See #2 in Note below)	15	

S.N	Particulars	Sub-Marks	Documents Required
	TOTAL	100	

Note for above:

1. Only those firms with minimum two experts with more than 3 years experience will be considered for bidding.
2. To demonstrate experience against criteria specified above, bidder must submit relevant documents as per Annexure IV
3. **Along with bid, the bidder is required to submit a drawing and an Estimate with detailed BOQ for a Modular kitchen with chimney for a kitchen drawing given as per Annexure V. The top ten bidders or all bidders in case less than 10 bids are received based on marks from parameters 1-7 above will be invited for making the presentation about their firm and the design and combined marks from 1-8 will be decided. Please note that this empanelment is not only for kitchen works but all the other works that are planned.**
4. A technical bid shall have to meet the Minimum Qualifying Marks of 50 marks as per Annexure IV. The Bids meeting the minimum qualifying marks shall be called 'Qualified Bids' and shall be eligible for financial evaluation of the bid.
5. Please note that in case sufficient bids (at least 4) meeting 50% qualifying marks are not received, NABARD reserves its right for providing additional relaxation for minimum marks by maximum 10 (new norm at 40%). Bids not meeting the minimum qualifying marks after such relaxation also shall be rejected.
6. 'Qualified Bids' (meeting the minimum Qualifying Marks) and conforming to the technical specifications, terms and conditions stipulated in the bidding

document and considered to be responsive after subjecting to Bid Evaluation Criteria shall be considered for further evaluation as per the Evaluation Criteria given below:

- i. Price Bids shall be evaluated considering the Price quoted for all services excluding GST (CGST & SGST / UTGST or IGST).
- ii. Quoted price must include all liabilities and taxes including statutory liabilities excluding GST, which shall be quoted separately in the Price Bid format.
- iii. To ascertain the Inter-se-ranking of the bids, the Quality & Cost Based Selection (QCBS) methodology as mentioned below shall be adopted:

a) An Evaluated Bid Score (B) will be calculated for each bid, which meets the minimum Qualifying marks of 50 in Evaluation Criteria, using the following formula in order to have a comprehensive assessment of the Bid price and the Quality of each bid:

$$B = (C1_{Low}/C1) \times 100 \times X + (C2_{Low}/C2) \times 100 \times Y + (T/T_{high}) \times 100 \times Z \text{ where,}$$

B = Evaluated Bid Price of the bidder

C1_{Low} = The lowest of the evaluated bid prices among the responsive bids for parameters on % basis (total of C1.a+C1.b+C1.c

C2_{Low} = The lowest of the evaluated bid prices among the responsive bids for parameters on monthly fee payable marked C2 in financial Bid

T = The total marks obtained by the bidder against “Quality” criteria

T_{high} = The highest mark scored against “Quality” criteria among all responsive bids

$X = 0.15$ (The weightage for 'Quoted price for % quote' is 15 %)

$Y = 0.15$ (The weightage for 'Quoted price for minimum monthly payment' is 15 %)

$Z = 0.7$ (The weightage for 'Quality' is 70 %)

The Evaluated Bid Score (B) shall be considered up to two decimal places.

- b. Appointment shall be done of 01 bidder with the highest Evaluated Bid Score (B)
- c. In the event of two or more bids having the same highest Evaluated Bid Score (B), the bid scoring the highest marks against Quality criteria will be recommended for appointment. Even if there is a tie, "draw of lots" will be resorted to arrive at the recommended bidder.
- d. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation.

Please Refer to the illustration at the end of this document to understand the effect of weightage of technical and financial parameters.

Annexure V

Proposed Plan for a modular kitchen in NABARD Gram, Channi Rama, Jammu.

Part – II

FINANCIAL BID

For

Tender For Appointment of Architect/Consultant for repair/ renovation/ maintenance of civil/ electrical/ electronic/ gardening/ pest control works and other premises related services for existing Bank properties for its Regional Office at NABARD, Jammu & Kashmir Regional Office, Jammu-180012.



National Bank for Agriculture and Rural Development
Department of Premises, Security and Procurement
NABARD Jammu & Kashmir Regional Office,
Railway Road, Railhead Complex, Jammu-180012

Financial Bid

Appointment of Architect cum Project Management Consultant for various civil, interior works, design and cost estimation for repairs/renovation of office premises and staff quarters of NABARD, Jammu & Kashmir Regional Office, Jammu

Sr No	Particulars	Scale of Fee to be quoted by Consultant as percentage (%) of project cost (upto 2 decimal places) (both in words and figures)
C1.a	Conceptual drawings with up to 03 alternates design as per requirement, Preparation of detailed estimate after site visit and measurements, BoQ with sufficient architectural 2D Drawings for the purpose of calling tender/inviting bids including services of Services of Qualified Interior Designer for design & detailing of interiors including suggesting color schemes, materials and aesthetics, illumination with drawings if required.	In fig (%): In words:
C1.b	Preparation of Bid document and facilitation in uploading , scrutinizing of BIDS and tabulation of received Bids including associated documentation	In fig (%): In words:
C1.c	Supervision with sufficient site visits, certification of bills, work completion certificate including obtaining all necessary permissions and compliance documents	In fig (%): In words:
C1	TOTAL (C1.a+C1.b+C1.c)	In fig (%) In words:

Sr No	Particulars	Scale of Fee to be quoted by Consultant as percentage (%) of project cost (upto 2 decimal places) (both in words and figures)
C2	Token fee payable per month when no new work is assigned	₹ In words
C 3	Per day charges payable in case specific task is assigned beyond the normal duty	₹ In words

Note:

I. Consultancy Fees to be quoted inclusive of all expenditure related to consultancy assignment as per scope of work and tender conditions including all overheads. GST shall be paid extra as applicable.

II. Separate work order for each assignment will be given by NABARD and project cost means estimated cost or actual cost, whichever is less. Cost of items/services directly purchased/sourced by NABARD will not be included in the project cost.

III. Amount payable for a month when no new work is assigned shall be the quoted token amount minus payments made that month against the work assigned. No token amount shall be paid for the month in which amount payable for work is higher than the quoted token amount.

DECLARATION

I/We have read and understood all instructions/conditions and I/We have taken into account the above instructions/conditions while quoting the rates.

Place: Date:

Name, Address and Seal of the Consultant

Illustration:*IMPORTANT NOTE: Figures shown below are only illustrativ in nature.*

Scenario 1

	Weightage (%)	A	B	C	D	Highest/Lowest	A	B	C	D
Technical Bidding Score	70	85	75	82	68	85	70	61.76	67.53	56
Fee Quoted (as % of work cost)	15	3.6	2.8	4	3.75	2.8	11.67	15	10.5	11.2
Fixed/Token Renumeration (in ₹)	15	100000	35000	150000	35000	35000	5.25	15	3.5	15
							86.92	91.76	81.53	82.2

Scenario 2

	Weightage (%)	A	B	C	D	Highest/Lowest	A	B	C	D
Technical Bidding Score	70	85	75	82	68	85	70	61.76	67.53	56
Fee Quoted (as % of work cost)	15	3.6	2.8	4	3.75	2.8	11.67	15	10.5	11.2
Fixed/Token Renumeration (in ₹)	15	500000	350000	150000	35000	35000	1.05	1.5	3.5	15
							82.72	78.26	81.53	82.2

Scenario 3

	Weightage (%)	A	B	C	D	Highest/Lowest	A	B	C	D
Technical Bidding Score	70	85	75	82	68	85	70	61.76	67.53	56
Fee Quoted (as % of work cost)	15	3.6	2.8	4	3.75	2.8	11.67	15	10.5	11.2
Fixed/Token Renumeration (in ₹)	15	500000	350000	150000	250000	150000	4.5	6.43	15	9
							86.17	83.19	93.03	76.2

