

**Selection of Architectural and Project Management Consultant
for
Interior Renovation of 2nd Floor B Wing in NABARD
Head Office, BKC, Mumbai**

**PART - I
Technical Bid**

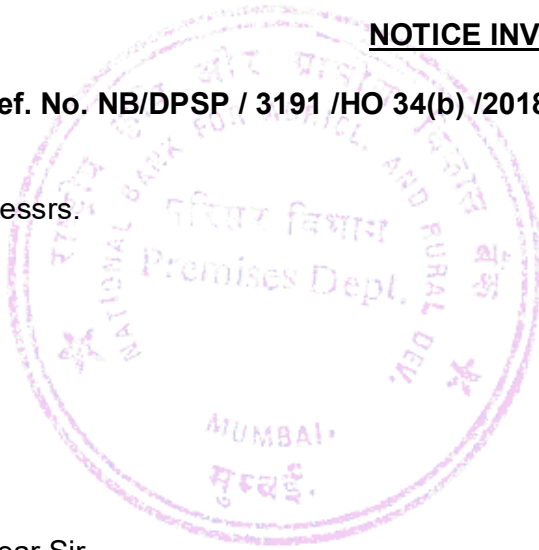
National Bank for Agriculture and Rural Development
Head Office, Bandra - Kurla Complex
Mumbai-51
(Last Date of submission: 14.00 Hours on 22 March 2019)

NOTICE INVITING TENDER

Ref. No. NB/DPSP / 3191 /HO 34(b) /2018-19

Date: 08 March 2019

Messrs.



Dear Sir,

TENDER FOR SELECTION OF ARCHITECTURAL AND PROJECT MANAGEMENT CONSULTANT FOR INTERIOR RENOVATION OF 2ND FLOOR B WING IN NABARD HEAD OFFICE, BKC, MUMBAI

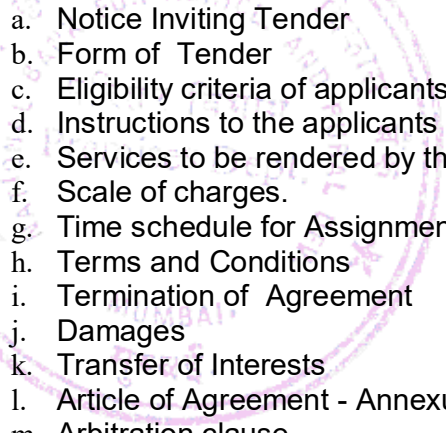
The National Bank for Agriculture and Rural Development invites offer from **Interior Designers/Architects(Architectural consultants)** who had been **empaneled** in NABARD (to take-up the consultancy for the work costing more than Rs 50 lakh) for rendering consultancy services for renovation of 2nd Floor B Wing in NABARD Head Office at BKC, Mumbai-400 051. Brief description of the projects and tentative cost of projects are mentioned in Para-D of Technical Bid document and also in Price Bid document. Applicants are requested to submit their offer in sealed envelope for the aforesaid work as per terms and conditions and other requirements as mentioned more specifically elsewhere in this tender document.

2. The empaneled Architectural consultants should meet the eligibility criteria as laid down in the Technical Bid.

3. Applicants are advised to submit their tender as **Technical bid (Part-I) and Price Bid (Part-II)**. The tender documents can be down loaded from our web site www.nabard.org from **08.03.2019**.

4. Properly filled applications as Technical Bid (Part-I) and Price Bid (Part-II) shall be submitted separately in two sealed envelopes(Envelope-1 & Envelope-2 respectively), duly furnishing all the required information. Envelope No.1 should be superscribed as **“Technical Bid (Part-I) for Selection of Architectural and Project Management Consultant for renovation of 2nd Floor B Wing in NABARD Head Office, BKC, Mumbai”** and Envelope No.2 should be superscribed as **“Price Bid (Part-II) for Selection of Architectural and Project Management Consultant for renovation of 2nd Floor B Wing in NABARD Head Office, BKC, Mumbai”**. The two envelopes (Part-I & Part-II) should be inserted in another sealed envelope which should be superscribed as **“Tender for Selection of Architectural and Project Management Consultant for renovation of 2nd Floor B Wing in NABARD Head Office, BKC, Mumbai”** and should be **addressed to** “The Chief General Manager, DPSP, Ground Floor, A-wing National Bank for Agriculture and Rural Development, C-24, G-Block, BKC, Bandra(E), Mumbai - 400 051”, so as to reach this office **latest by 14.00 hours on 22.03.2019**. The tenders shall be submitted in 'Original' to the Bank.

5. Your Sealed offer **Part-I (Technical Bid) will contain:**

- 
- a. Notice Inviting Tender
 - b. Form of Tender
 - c. Eligibility criteria of applicants
 - d. Instructions to the applicants
 - e. Services to be rendered by the Consultant
 - f. Scale of charges.
 - g. Time schedule for Assignment
 - h. Terms and Conditions
 - i. Termination of Agreement
 - j. Damages
 - k. Transfer of Interests
 - l. Article of Agreement - Annexure-I
 - m. Arbitration clause
 - n. Services continued to be rendered by the Architect

and Part-II (Price Bid) shall contain:

Scale of fees of Architectural and Project Management Consultancy services.

6. Envelope No.2(Price Bid) will be opened on some suitable date, which will be communicated later.

7. The bids shall remain valid and open for acceptance for 3 months from the date of opening of Envelope No. 1(Technical Bid).

8. Earnest Money Deposit (EMD) of Rs.5,000/- (**Rupees Five thousand only**) by way of a Demand Draft from Nationalised Bank/ Scheduled Bank payable at Mumbai in favour of 'NABARD'. **Tender without EMD shall be rejected.**

9. A **pre-bid meeting** is scheduled to be conducted at **11.00 Hours on 15.03.2019** at our office in the above address. Bidders or their authorised representatives are requested to attend the meeting. The decisions taken by the bank on the queries raised by various bidders, will also be part of the tender. Hence, the interested parties are advised to attend the pre-bid meeting or see the clarifications of Pre-bid meeting which will be uploaded on website subsequently.

10. **Technical Bid (Part-I) shall be opened at 15:00 hours on 22.03.2019** in the presence of bidders/their authorized representatives, who choose to be present.

11.The bids shall be accepted only in respect of those bidders whose tenders are in line with the requirements as per NIT, terms and conditions of the tender document and if the same is acceptable to the Employer. The decision of the Employer in this regard shall be binding on the bidders and not open to question or appeals.

12.Tenders received later than the time and date prescribed, on account of any reason whatsoever as also telegraphic and faxed tenders shall not be considered.

13. The time and date of opening of Price Bid will be some other suitable date which shall be intimated to the qualified consultants after scrutiny of Technical Bids.

14. The Bank reserves the right to accept any or reject all the applications without assigning any reasons therefore.

15. Any conditional offer will not be accepted. For any clarifications, you may contact Premises Section personally or by sending e-mail at dpsp@nabard.org.

Yours faithfully

(Mukesh Vats)

Dy. General Manager

Department of Premises Security and Procurement

A-Wing, Ground Floor

National Bank for Agriculture and

Rural Development (NABARD)

C-24, G-Block, BKC, Bandra(E)

Mumbai-400 051

PART-1: TECHNICAL BID

TENDER FOR SELECTION OF ARCHITECTURAL AND PROJECT MANAGEMENT CONSULTANT FOR RENOVATION OF 2ND FLOOR B WING IN NABARD HEAD OFFICE, BKC, MUMBAI

FORM OF TENDER

The Chief General Manager

DPSP

National Bank for Agriculture and Rural Development

C-24, G-Block, BKC, Bandra(E)

Mumbai - 51

Dear Sir,

I/We have read and understood the Notice Inviting tender and contents in 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, Price Bid instructions etc. I/We do hereby declare that the information furnished by me/us in the in the tender documents and in the supplementary sheets from pages _____ to _____ are correct to the best of my/our knowledge and belief.

MEMORANDUM

- a) Description of work : Tender for Selection of Architectural and Project Management Consultant for renovation of 2nd Floor B Wing in NABARD Head Office, BKC, Mumbai
- b) Earnest Money : Rs 5,000/-

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

Our Banker's are :

i)

ii)

The names of partners of our firm are:

i)

ii)

iii)

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

Signature

Place

Date

Seal of applicant / Organisation with address

PART-1: TECHNICAL BID

TENDER FOR SELECTION OF ARCHITECTURAL AND PROJECT MANAGEMENT CONSULTANT FOR RENOVATION OF 2ND FLOOR B WING IN NABARD HEAD OFFICE, BKC, MUMBAI

A. Eligibility Criteria of the applicants

- 1) The applicant or any one of the Directors of the consultancy firm should be a qualified Architect having minimum educational qualification of B.Arch.
- 2) The Applicant/Consultancy firm (bidder) shall be from the panel of NABARD for the purpose of Architectural consultancy.
- 3) The bidder should have previously completed consultancy of interior work involving wooden/glass paneling work, cable trenching/tray, data cabling and electrical cabling.
- 4) The bidder should have qualified, experienced in-house technical staff having qualification in B.Arch or Diploma in Architecture or qualified Interior designers for preparing design and drawings.
- 5) The bidder should have association/in-house qualified Degree/Diploma licenced Electrical Engineer to design and oversee electrical/data cabling work.
- 6) The bidder should have at least an experienced Site Engineer having Degree in Civil Engineering/Architecture or Site Supervisor having 3 year Diploma in Civil Engineering or Architecture/qualified interior designer specifically for this work at site as whole day basis for day to day supervision whose self attested Bio-Data with copy of photo ID proof and copy of proof of qualification certified by a Gazzetted officer should be submitted with the Technical Bid.
- 7) The bidder should have successfully executed and completed Interior Renovation Work involving wooden/glass paneling in a single contract of atleast any of the following values during last seven years (ending 31.12.2018):
 - i) Three works whose individual work order / completion value is not less than Rs. 28 lakh
 - ii) Two works whose individual work order/completion value is not less than Rs. 35 lakh
 - iii) One work whose individual work order/completion value is not less than Rs. 56 lakh
- 8) Performance of the bidders who have already undertaken/have been carrying out the assignment with NABARD will be assessed for qualifying the eligibility.

The bidders should submit the certified proof for establishing the above eligibility criteria from 1 to 7, along with filled in proforma in the Technical Bid. Copies of evidence of pre-qualifications in chronological order, should be submitted in a separate envelope which should be inserted in Envelope No.1.

B. Instructions to the applicants

1. In deciding the selection of a Consultant, great emphasis will be given on the ability and competence of applicants to render required services within the specified time frame.
2. Applications containing false and/or incomplete information are liable for rejection.
3. The applicant must have qualified and experienced professionals in the respective discipline.
4. For the project, the consultant should have a separate in-house team of professionals consists of experienced/qualified Architects/Engineers/Quantity Surveyors for designing, preparation of drawings, preparation of BoQ and tender documents, besides the site staff to be deputed as mentioned in para-C below, to take-up the project independently and completing smoothly within the time schedule.
5. The fees/charges for rendering the services as per scope of work shall be quoted by the applicant in the Price bid to be submitted separately in a sealed envelope as Part-2.
6. **Price Bids of only those bidders qualified in the Technical bid will be opened for selection of consultant.**
7. Decision of the Bank in regard to determining the selection of the applicant/ Consultant shall be final. The Bank is not bound to assign any reasons therefor and reserve the right to reject any or all offers.

C. Services to be rendered by Architectural Consultant/PMC (Scope of Works):

Scope of the consultancy will include the following works:

1. Taking the Employer(NABARD)'s instructions and after visiting the site and detailed surveying and investigations, preparing 2D detailed sketch with dimensions, preparing 3D walk through of the proposed designs, if needed, according to the requirement of the Employer, preparing plans with alternative schemes, preparing presentation wherein the details of the scheme may be explained in detail before senior management of the Employer and any doubt that may arise thereof may be clarified and changes, if any, suggested in the proposed design may be incorporated or deleted as found suitable, to meet the needs of the Employer, so as to enable the employer to select the design and the scheme.
2. Preparing preliminary project cost estimate with detailed specifications on the final sketch design and scheme and preparing report on the merits of the selected scheme, so as to enable the employer to take a decision on the sketch designs and the scheme as a whole and approve the same.

3. Preparing final project cost estimate with detailed specifications and rate analysis after incorporating necessary corrections, if any, as suggested by the employer and submitting to the Employer.
4. Submitting the drawings as approved by the Employer to appropriate authorities and obtaining their approvals, wherever required.
5. Appointing and instructing other consultants, such as Electrical consultants, HVAC consultants, etc. for the said works or part or portion thereof as may be considered necessary by the Employer at the architects own cost and paying the fees to such other consultant.
6. Preparing complete final Architectural and detailed working 2D interior drawings with dimensions in MKS system and making 3D view walk through if needed / required by the Employer. The Architect shall get all these drawings and cost estimates approved by the employer before releasing the same for tendering and further execution. Architect shall submit minimum 3 sets of final approved drawings of required size separately to the employer for reference and for record.
7. Drawing up detailed tender documents for all the interior work including civil work, furnishing works, re-alignment/modifications of existing workstations, electrical work, LAN cable work, HVAC work, Loose furniture's and bought-out furniture etc. complete with specifications, drawings, schedule of quantities, time and progress charts, terms and conditions and any other material necessary for completing the tender documents and get the same approved by the employer. Suitable time schedule shall be worked out mutually for the completion of the above items.
8. The selection of the contractors will be through open bidding. Preparing the draft paper advertisement for Notice Inviting Tender(NIT)and submitting to the Employer, arranging pre-bid meeting of contractors in consultation and jointly with the employer and preparing the minutes of pre-bid meeting and submitting to the employer for approval, arranging tender opening in consultation and jointly with employer at employer's office, preparing select list/pre-qualification list of the contractors with the approval of the Employer including making visits to the contractors' work jointly with the Employer's representatives, if and as desired/required, inviting tenders for various trades, preparing comparative statements and submitting assessments and recommendations thereon, assisting the employer to conduct negotiation with bidder wherever necessary and after employers decision on the tender, preparing contract documents and getting them executed by the contractors selected by the Employer after obtaining employers approval for the contracts.
9. Preparing requisite number(not less than three)of copies of the contract documents of the various trades including all drawings, specifications and other particular and such further details and drawings as are necessary, for use of the employer, the contractors and the site engineers for the proper execution of the work.

10. Assuming full responsibility for design for all works, quantity of the materials used in the work and installations and ensures that the construction is according to the designs, drawings and specifications.
11. Assuming full responsibility of “**Project Management Consultancy(PMC)**” by performing day-to-day supervision, monitoring, quality control, co-ordination with NABARD and the contractors and reporting daily progress to NABARD, recording measurements of items of work jointly with the contractor, arranging periodical progress review meetings with the contractors in presence of employer at employer’s office, preparing agenda and minutes of such meetings, certifying bills of the contractors and recommending extra items with rate analysis as per the requirement if any.
12. Appointing atleast a qualified technical staff preferably a graduate in Architect or Civil Engineering/Diploma holder in Civil Engineering or Architecture with minimum 2 years of experience/Diploma or certificate holder in Interior Designing with minimum of 2 years experience as Site Engineer/Supervisor as part of PMC to supervise and monitor the work on day-to-day for whole day basis throughout the period of the project to ensure timely quality implementation of the project. The technical staff thus appointed will plan the schedule of work, oversee the implementation, report the progress to NABARD daily, ensure prompt supply of drawings from the Architect to the site, give proper directions to the contractor, record measurements, do quality control and liaisoning with contractor, consultant and NABARD to complete the work as per drawings and specifications within the scheduled time. Bio-data along with copies of proof of qualification and experience attested by a gazetted officer of the technical staff should be furnished to NABARD.
13. During the course of the execution of the project any change in the design,taking measurements jointly with the contractors/contractors representatives after completion of every stage of items of work, recording measurements and quantities in specified Measurement Books at the site, preparation of computerised soft copies of measurements and quantities in spread sheets and certification of measurement sheets with sign and stamp in all pages of measurement sheet and submitting the certified measurement sheets to NABARD.
14. Preparing the rate analysis of extra / substitute items, if any, with respect to CPWD Delhi Schedule of Rates with due recommendations and submitting to NABARD for its approval.
15. Certifying the Running Account Bills and Final Bills of the contractors with due recommendations preferably within a weeks’ time of submission of bill by the contractor and submit to NABARD for sanction so that the employer shall be able to make payments to the contractor within reasonable time.
16. 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.

17. Arranging Review meetings with the contractor periodically at NABARD's(employer's) Office periodically in presence of the employer to sort out issues related to smooth execution of the project. The agenda and minutes of such meetings will be prepared/recorded by the consultant and get it approved by the employer. The decisions of review meetings and as per the approved minutes will be communicated to the contractor in writing by the consultant within a weeks' time of the review meeting.
18. Issue a virtual 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 by the contractor, consultant and employer before settling the final bill.
19. 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.
20. The consultant's association will continue from the beginning of the project work till its completion, settlement of the bills and during defect liability period. The consultant will plan the works in such a way that the project could be completed within the scheduled time specified in the tender of the project.

D. Details of Project

Items of work in general to be carried out as part of the said Interior work in 2ND floor, B-Wing at NABARD, HO are summarised below:

- Replacement of the existing mosaic flooring with vitrified tile flooring
- Modification/alteration of cabins with high end laminate/ veneer/glass panels
- Dividing existing B-wing office space into equal halves by installing new central elongated wooden partition panels.
- Renovation of existing false ceiling
- Powder coating, re-furbishing and re-alignment of existing workstations.
- Installation of new LED lighting system and data cabling as per the re-arrangement/ new design.

- Providing new furniture like executive tables and sofas for visitors

E. Scale of charges

The consultant shall quote his/her remuneration(fees) in the Price Bid (Part-II) 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 project. The fees quoted will be exclusive of GST. GST will be paid extra as per the prevailing rate applicable at the time of payment.

F. Method / Mode of payment

The fees set out in Price-Bid (Part-II) herein shall be initially calculated and paid on the basis of the estimated value of the entire works as approved by the Employer 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):

- 20% of the total fees after approval and finalization of the scheme and after submission and approval of the estimate and tender documents including all drawings for the project.
- 45% of the total fees during different stages of execution.
- 30% of the total fees after certification of final bills of contractors
- 5% after the expiry of the defect liability period of the contractors' work.

If NABARD decides not to take up the work after submission of drawings and estimates by the consultant, the consultant will be paid as per the details given below:

- After submission of drawings - 5% of total fees based on estimated cost
- After submission of drawings and estimates - 15% of total fees based on estimated cost.

G. Time Schedule for assignment.

Following time schedule shall be generally followed by the consultant for different 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 date of Work Order	Within 21 days

Submission of Final scheme	Within 7 days of approval on corrected Initial scheme
Submission of draft detailed estimation, draft tender document with BOQ and drawings	Within 14 days of approval on Final scheme
Submission of fair detailed estimation, draft tender document with BOQ and drawings	Within 7 days of approval on draft detailed estimation and tender document
Scrutiny of Technical Bid, submission of recommendations	Within 7 days of opening of Technical statement with Bid.
Scrutiny of Price Bid, submission of Comparative recommendations	Within 4 days of opening of Price Bid statement with
Certification of RA Bill of the contractor and submission	Within 7 days of submission of RA Bill by the contractor.
Certification of Final Bill of the contractor and submission	Within 21 days of submission of Final Bill by the contractor.

H. Terms and Conditions

1. Before quoting the fees, the consultants shall visit and inspect the site and shall make his own assessment about the projects.
2. The fees will be calculated as the percentage quoted on the actual cost of works as executed and supervised by the consultant and paid to the contractors. The items of works, which are bought-out and carried out by the Bank directly, shall be excluded from the aforesaid actual cost to be taken into account for calculation of fee. The consultant's fee includes all the expenses related with local conveyance, TA, DA etc. for visiting to our office and site and inspection of works of bidders for shortlisting.
3. As PMC is integral part of the consultancy, the consultant shall depute a technical staff at site daily for whole day basis for supervision during the execution of work as stipulated in para C-12. If at any circumstance, deputed technical staff is absent, the consultant should appoint an alternate personnel with equivalent qualification till the time of reporting of concerned technical staff during execution of the work. If the technical staff is deputed only for part time or not appointed an alternate personnel during absence of the technical staff during the work other than sundays, a deduction @0.5% of total fees payable to the consultancy per day of such absence will be applicable. The consultant

will be removed from our empanelment from future assignment in the case of frequent absence/part-time presence of site technical staff.

I. Termination of Agreement

a) The agreement herein may be terminated at any time by either party by giving a written notice of 15 days to the other party. Even after the termination of their employment, the consultant shall remain liable and be responsible for due certification of the works done hitherto and acts performed till termination and approval of any bills submitted by the contractors at any time in respect of the works executed till such termination. If any winding up proceedings are contemplated or initiated against the consultants, the Employer shall be entitled to terminate the agreement and entrust the work to any other consultant.

b) If the consultant shall close their business or die or become incapacitated from acting as such consultant, then the Agreement shall stand terminated.

c) In case

(i) the consultant fail to adhere to the time schedule stipulated in the para-G herein or the extended time which may be granted by the Employer in his sole discretion, or

(ii) there is any change in the constitution of the consultants' company or firm for any reason whatsoever, the Employer shall be entitled to terminate this Agreement, after due notice, and entrust the work to some other Architects.

d) In case of termination under sub-clauses (a) or (b) or (c), the consultant will not be entitled to fees, or compensation, except the fees payable to them up to the stage of work actually done, which shall be decided and determined by the Employer.

e) In case of termination under sub-clause (a) or (b) or (c), the Employer may make use of all or any drawings, estimates or other documents prepared by the consultant, after a reasonable payment up to the stage of work done for the services of the consultant for preparation of the same in full as provided herein, provided always that all the sanctions and approved plans/ designs and other drawings in soft and hard form shall remain the property of the Employer and the same shall be surrendered by the consultant to the Employer within ten days from the date of such termination, without demur.

J. Damages

Notwithstanding what is contained in clauses herein above, if the Employer is put to any loss or suffers any damages (including cost escalations in execution of the said works) due to delays in carrying out the obligations under these terms or negligence, indolence or breach of any of the terms and conditions herein contained on the part of the Architects, whether the cause for such loss or damage is immediate or remote, the consultant shall be liable not only to forgo their fees for the quantum of work thus done but also make good losses and damages on a written demand made by the Employer and a certificate issued by the Employer as regards the amount of such loss or damage shall be final and conclusive as between the Employer and the consultant and shall not

be questioned either inside or outside a Court, tribunal or arbitration. Such loss or damage, if not reimbursed within the time stipulated by the Employer, shall, without prejudice to the Employer's right to recover the same in accordance with the law, be recovered by the Employer from any sums payable to the consultant, either under this contract or any other contract made between the Employer and the consultant for any other works belonging to the Employer, provided always that such damage or loss recoverable from the consultant shall not be more than 10% of the fees payable to them under the contract. Provided further that, in addition to what is contained herein above in this clause, the consultant shall indemnify the Employer through a Professional Liability Insurance Policy to be taken at his cost with a Nationalised Insurance Company to the extent of the full amount of fees to be charged by the consultant on the basis of estimated cost of works. Such policy shall be obtained and deposited with the Employer within a period of 2 months from the date of execution of this presents and shall be kept valid by the consultant during the subsistence of this Contract.

K. Transfer of Interests

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

L. Article of Agreement

The consultant has to sign the agreement as per attached "Article of Agreement". This agreement shall be executed in duplicate and the Employer shall retain the original and the Architects shall retain the duplicate. The Architect shall bear the Stamp Duty on the original as well as the duplicate of this Agreement.

M. 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 Employer is final and binding **except in respect of matters for which it is provided hereunder that the same shall be referred to arbitration** and a final decision after giving at least 30 days' notice in writing to the other (hereinafter referred to as the "**Notice for Arbitration**") clearly setting out the items of dispute to a sole arbitrator who shall be appointed as hereinafter provided. For the purpose of appointing the sole arbitrator referred to above, the Employer shall send to the consultant within thirty days of the Notice of Arbitration" a panel of three names of persons who shall be presently unconnected with the organisation of the Employer or the consultant.

The consultant 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 Employer within 15 days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the consultant fails to communicate such selection as provided above within the period specified, the Employer shall make the selection and appoint the sole arbitrator from the panel notified to the consultant.

If the Employer fails to send to the consultant, the panel of three names as aforesaid within the period specified, the consultant shall send to the Employer a panel of three names of persons who shall be unconnected with either party. The Employer shall on

receipt of the names as aforesaid, select any one of the persons and appoint him as the sole arbitrator. If the Employer fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the consultant accordingly, the consultant shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to the Employer.

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 as aforesaid.

The arbitration shall be governed by the Arbitration & Conciliation Act, 1996 as in force from time to time or any Ordinance or Legislation that may be made in lieu thereof. The award of the Arbitration shall be binding and final on the parties. It is hereby agreed that in all disputes referred to the Arbitration, the Arbitrator shall give a separate award in respect of each dispute or difference in accordance with the terms of reference and the award shall be a 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 directed to 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 Employer and the consultant 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.

N. Services continued to be rendered notwithstanding any reference or dispute to the arbitration

It is specifically agreed that the Architect 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.

Accepted all terms & conditions

Date :-

Place :-

(Signature)
Name, Address and Seal of the consultant

I. **PROFORMA:**

Information to be furnished by the Consultant:

BASIC INFORMATION

Sl. No.	Particulars	Information
1	Name of the organization and address	
2	Type of Organisation- Whether Proprietorship, Partnership etc. (Please enclose related documents)	Attach documentary proof also
3	Name and Educational Qualification of of the Proprietor/Partners/Directors in the organisation	(a) (b) (Attach documentary proof of Educational Qualification) (c)
4	Name and address of the Bank/Bankers, Type of Account, Account No & IFSC Code.	
5	Whether working with any of the Govt. /Semi Govt. Undertaking/ Private body as approved consultant and if so, furnish details in Statements-II & III.	
6	Details of technical personnel employed in the organization. Give details of their experience, qualification etc. Statement - I	(Attach proof of qualification and experience of technical staff to be appointed at proposed site for regular supervision of work)
7	Indicate if involved in any litigation, arbitration or any civil suits pending in any of the works executed during last 07 years/being executed. If yes, please furnish the name of the project, employer, nature of work, contract value, work order and date and brief details of litigation. Attach a separate sheet if required.	
8	Mention if your firm/agency/company is blacklisted/ debarred by any organization. If so, mention the relevant details	

9	PAN No	
14	Important major contracts completed as per the eligibility criteria (consultancy of Interior Renovation projects involving wooden/glass paneling with individual project completion cost of of Rs 28 lakh and above only). The full postal address of the clients including their contact telephone numbers shall be indicated against each assignment..	Details to be furnished in the prescribed proforma (Statement II)
15	Important major contracts as per the eligibility criteria (consultancy of Interior Renovation projects involving wooden/glass paneling with individual project awarded cost of of Rs 28 lakh and above only) on which the firm is engaged at present The full address of the clients and their contact telephone numbers shall be indicated against each assignment.	Details to be furnished in the prescribed proforma (Statement III)

Note : Statements I, II & III are enclosed.

Signature of the bidder with Seal



STATEMENT - I

List of professional staff with the consultant, giving their qualification, experience, including that in the present organization*

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

* Attach copies of proof of Educational Qualification and Experience. Use separate/additional sheets as per the requirement

Signature of the bidder with full address and office seal



STATEMENT - II

List of important Interior consultancy assignments executed by the consultant

*

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

* Use separate /additional sheets as per the requirement

** Mention the projects in the relevant field as per the eligibility criteria where value of the individual project costing Rs 28 lakh and above only.

*** Attach clients certificates clearly indicating scope and amount of works completed.

Signature of the bidder with full address and office seal



STATEMENT - III

List of important Interior consultancy assignments ON HAND being executed by the consultant*

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

* Use separate /additional sheets as per the requirement

** Mention the projects in the relevant field as per the eligibility criteria where value of the individual project costing Rs 28 lakh and above..

*** Attach clients certificates indicating scope and awarded cost of works

Signature of the bidder with full address and office seal



ARTICLES OF AGREEMENT

ANNEXURE

(On a Rs 500/- Non- Judicial stamp paper)

THIS AGREEMENT is made at Mumbai on this day of _____ 2019

BETWEEN

National Bank for Agriculture and Rural Development, a body corporate incorporated under the National Bank for Agriculture and Rural Development Act, 1981 having its Head Office at C-24, 'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400 051, herein after referred to as "NABARD" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successor and assigns) of the ONE PART.

AND

M/s (Proprietorship/partnership firm/Company) incorporated/registered underAct,, and having its place of business at hereinafter referred to as 'consultant' (which expression shall unless repugnant to the context meaning be deemed to include the legal heirs, legal representatives, administrators and executors) of the OTHER PART.

WHEREAS

1. NABARD is desirous of is desirous of getting executed "**Renovation of 2nd Floor B Wing at NABARD, Head Office premises**" (Hereinafter referred to as the said premises) for the work specified in the scope of work and whereas the consultant has offered to undertake the said work at the said premises as per the scope of work and details indicated in the instructions/tender documents.
2. The said terms and conditions and the Price Bid have been signed by or on behalf of the parties hereto.
3. The consultant has agreed to execute upon and subject to the scope, terms and conditions set forth in the Technical Bid and Price Bid (all of which are collectively hereinafter referred to as "the said Conditions") the work shown upon the



Technical Bid and quoted in the Price Bid 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”).

4. NABARD in consideration of the conditions and covenants to be observed by the consultant, has agreed to permit the consultant to perform “**Architectural and Project Management Consultancy for Renovation of 2nd Floor B Wing in NABARD Head Office, BKC, Mumbai**” (Hereinafter referred to as the said work) as hereinafter set out.

NOW, THE AGREEMENT WITNESS THAT IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES:-

1. In consideration hereinafter mentioned, the consultant will upon and subject to the conditions annexed, carry out and complete the said work, described by or referred to in the said conditions.
2. 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 in the Technical Bid reckoned from the date of issue of work order subject nevertheless to the provision for extension of time unless it is terminated by NABARD owing to deficiency of services, sub-standard quality of performance, breach of contract, reduction or cessation of the requirements etc..
3. NABARD shall pay the consultant the said contract amount or such sum as shall become payable at the times and in the manner specified in the said conditions and the amount will be paid with applicable GST.
4. The terms and conditions as enumerated in tender dated, the said conditions and Appendix attached thereto are part and parcel of this contract and binding on the parties. The consultant shall ensure that all items of work specified in the scope of work is attended to.
5. NABARD reserves to itself the right of altering the nature of work by adding to or omitting any items of works or having portions of the same carried out without prejudice to this contract.



6. This contract is for the complete work of Architectural Project Management consultancy to complete the work in all respect as per the said conditions and the consultancy charge to be paid according to the percent of actual cost of work as quoted by the consultant in Price Bid at different stages as stipulated in the Technical Bid.
7. NABARD shall not be responsible for any damages, losses. Claims, financial or other injury to any person/s engaged by consultant in the course of their performing the functions/works, or for payment towards any compensation.
8. The consultant shall keep NABARD indemnified against all claims whatsoever in respect of workmen deployed by it in NABARD. In case any employee of the consultant so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the consultant to contest the same. In case NABARD or its employee is made party and is supposed to contest the case, NABARD will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the consultant to NABARD or any person authorized by NABARD, on demand. Further, the consultant will ensure that no financial or any other liability comes to NABARD or its employee in this respect of any nature whatsoever and shall keep NABARD or any employee of NABARD indemnified in this respect.
9. The consultant shall ensure proper conduct of its personnel in NABARD's premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
10. The consultant shall comply with the municipal and other laws, obtain license, permission as required under labour laws. The consultant shall indemnify and keep indemnified NABARD against any lapse on the consultant's in complying conditions under labour laws or any other statutory requirements in connection with the said work.
11. The consultant shall also liable for all taxes, levies, Cess etc. on account of the said work and responsible to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
12. In case of breach of any terms and conditions attached to this contract, NABARD reserves its right to terminate this contract.



13. In case any of documents furnished by the consultant is found to be false at any stage, it would be deemed to be a breach of terms of Contract making him/her liable for legal action besides termination of contract.
14. NABARD reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.
15. If the consultant becomes insolvent or found to have offered any bribe in connection with the contract or the consultant fails to observe or perform any condition of this contract then notwithstanding any previous waiver of such default or action being taken under any other clause hereof NABARD may terminate the contract and recover from the consultant any loss suffered by NABARD on account of the contract being terminated.
16. The consultant shall not transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of NABARD.
17. If the Chief General Manager so considers that the situation so warrants then he shall be entitled to terminate this agreement without giving any prior notice and also without assigning any reason in writing and the consultant shall not be entitled to any compensation in the event of such termination. **However, in normal course the agreement can be terminated by the consultant by giving 30 days notice and by the Bank by giving 15 days notice.**
18. Vacation of Premises on Termination of agreement - On the expiry or earlier termination of this agreement the consultant shall remove himself and his workmen from the premises and all articles belonging to him.
19. **Dispute Resolution.**
 - i. All disputes and differences of any kind whatsoever, arising out of or in connection with this Agreement or in the discharge of any obligation arising under this Agreement shall be resolved amicably disputes and differences of any kind whatsoever, arising out of or in connection with this



Agreement or in the discharge of any obligation arising under this Agreement shall be resolved amicably.

- ii. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then such unsettled dispute or difference shall be referred to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996.
- iii. If no agreement is arrived at within 30 days from the date of notice as to who shall be the sole arbitrator, NABARD shall send to the consultant a list of three names of persons who shall be presently unconnected with NABARD. consultant shall on receipt of the names as aforesaid, select any one of persons so named to be appointed as sole arbitrator and communicate his name to NABARD within 30 days of receipt of the names. NABARD shall thereupon without delay appoint the said person as the sole arbitrator.
- iv. If consultant fails to select the person as sole arbitrator within 30 days of receipt of the panel and inform NABARD accordingly, NABARD shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to Contractor.
- v. If the person so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever, another person shall be appointed by NABARD from the above list of persons. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration.
- vi. The venue of the arbitration shall be Mumbai under the exclusive jurisdiction of the courts at Mumbai only.
- vii. The award shall be final and binding on both the parties.

20. Work under the Agreement shall be continued by consultant during the arbitration proceedings unless otherwise directed in writing by NABARD. Save as those which are otherwise explicitly provided in the Agreement, no payment due, or



payable by NABARD, to consultant shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

21. The reference to the Chief General Manager in this agreement and the schedules hereto annexed shall mean the Chief General Manager, DPSP, NABARD, Head Office, C-24, G-Block, Bandra Kurla Complex, Mumbai – 400 051 and shall include, in respect of any power exercisable by him or NABARD under this agreement and any other officers of NABARD designated by him in that behalf from time to time.
22. Any notice, for the purpose of this contract, has to be sent in writing to the other party by facsimile transmission, by registered post with acknowledgement due or by a reputed courier service. All notices shall be deemed to have been validly given on (i) the business day immediately following the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of 5 days after posting, if sent by post, or (iii) the business date of receipt, if sent by courier.
23. The agreement shall be interpreted and have effect in accordance with the law of India.
24. This agreement is being executed in duplicate, NABARD shall keep the original and the consultant shall keep the duplicate.
25. The consultant shall bear the expenses for stamp duty on this agreement for both the original and the duplicate copy.

In witness whereof the parties hereto, have caused their presence to be signed on the above by their duly authorised officials at the place and on the day, month and year first herein above written.

Signed, sealed and delivered
by Shri

Signed, sealed and delivered
by Shri



CGM/GM/DGM
For & on behalf of NABARD

the duly authorized signatory
for & on behalf of the consultant

In the presence of

- 1.
- 2.

In the presence of

- 1.
- 2.



PART-II

PRICE BID

DEPARTMENT OF PREMISES, SECURITY AND PROCUREMENT

TENDER FOR SELECTION OF ARCHITECTURAL AND PROJECT MANAGEMENT CONSULTANT FOR INTERIOR RENOVATION OF 2ND FLOOR B WING IN NABARD HEAD OFFICE, BKC, MUMBAI

Name of work	Approximate project cost(Rs in lakh)	Scale of fees to be quoted by the Architect as percentage(%) of project cost (Write only % in figure as well as words)
Architectural and Project Management Consultancy for the project of "Renovation of 2nd Floor B Wing in NABARD Head Office, BKC, Mumbai" as per the scope of works in the Technical Bid.	68	

Note: Fees inclusive of all expenditure related to consultancy assignment as per scope of work and tender conditions. GST on the quoted rate will be paid extra as per the prevailing rate at the time of making payment.

Place :-

Date:-

Name, Address and Seal of the Bidder