

**National Bank of Agriculture and Rural Development,
NABARD, Odisha Regional Office, Bhubaneswar
Department of Premises, Security and Procurement**



NABARD

TENDER FOR

**Architectural Consultancy Service for preparation of Concept
plan for the proposed Reconstruction (Redevelopment) work
of NABARD Officers' quarters at BDA colony,
Chandrasekharpur, Bhubaneswar**

**TECHNICAL BID
(PART – I)**

Name of the Tenderer: -
Address: -

Time & Date of submission of tender: - Up to 16.00 hrs on 25 SEPTEMBER 2017

BACKGROUND

Structural audit conducted by NABARD & its outcome

NABARD conducted structural audit of these residential properties {i.e. Blocks No. 7, 9 & 10 and Blocks No. 11,12 & 13 } at BDA Colony, Chandrasekharpur, Bhubaneswar through one of the leading NDT agency from Mumbai in 2012-13. Vide their final report dtd. 31 January 2013, the NDT Agency had suggested to go for structural repair of all the blocks.

In the meantime, to give a facelift for all the residential flats, NABARD was also interested to renovate the floors, toilets/bath, kitchen, balcony, waterproofing of terrace, water tanks, etc. along with the structural repair.

Considering the massive expenditure involved for both structural repair & renovation work, NABARD has weighed the options of structural repairs and renovation of existing blocks vis-à-vis reconstruction (redevelopment) of the above properties. A professional Architect was appointed for the purpose, who after examining both the above options in detail, had opined that the reconstruction (redevelopment) option is better in the long run, than repair and renovation of existing structures.

NABARD has sought permission from Bhubaneswar Development Authority (BDA) vide its letter dtd. 16/09/2015 to go for redevelopment within the total area allocated to NABARD without exceeding the permissible FAR as per norms. BDA vide its letter No. 3/666/BDA, Bhubaneswar dtd. 24/11/2015 had advised NABARD to submit a concept plan regarding major repair, additions & alteration and renovation of 72 HIG flats allotted in favour of NABARD at Chandrasekharpur, Bhubaneswar.

With the above background, NABARD propose to appoint one Architect for providing “Architectural Consultancy Service for preparation of concept plan for the proposed Reconstruction/Redevelopment work of NABARD Officers’ quarters at BDA colony, Chandrasekharpur, Bhubaneswar” and submit it to BDA and get it approved from them.

(Note: The copies of the aforesaid documents are available with us. The successful bidder can see the same in case of any requirement / necessity.)

NABARD proposes to engage an experienced and qualified Architect for the Architectural Consultancy Service for preparation of concept plan for the proposed Reconstruction (Redevelopment) work of NABARD Officers' quarters at BDA colony, Chandrasekharapur, Bhubaneswar.

The broad scope of work involves planning & design of building layout plan as per requirement of NABARD, structural design of all structures and vetting from IIT/NIT, getting the layout plan approved from Bhubaneswar Development Authority and guidance to NABARD and Contractor during dismantling and reconstruction of Residential flats & providing of ancillary services as necessary as per detail scope of work and after completion of work obtaining occupancy certificate for NABARD from the authorities.

GENERAL CRITERIA FOR PRE-QUALIFICATION OF ARCHITECTS FOR THIS WORK

1. The Firm/Agency must have Architects with the valid registration from Council of Architecture. The firm should have experience of carrying out similar works during the last seven (7) years.
2. The desirable annual turnover of the firm during each of the last 3 years should be at least 30 % of the estimated cost of the project. However, this may not be treated as an essential criteria.
3. The firm should have done at least
 - a. Three similar works whose built up area are not less than 40 % of the total built up area proposed to be developed (i.e. 3 works of about 40000 sqft each). **OR**
 - b. Two similar works whose built up area are not less than 50 % of the total built up area proposed to be developed (i.e. 2 works of about 50000 sqft each). **OR**
 - c. One similar work whose built up area is not less than 80 % of the built up area proposed to be developed (i.e. 1 work of about 80000 sqft).
4. Apart from the above, the architects may like to furnish their balance sheet, P & L A/c statement etc.
5. The experience of the Firm should include all the services for buildings such as architectural, structural, engineering and all internal and external services including electrical, AC, plumbing, sanitary, water supply, soil and storm water drainage, lifts, firefighting, interior, gymnasium, parking, rainwater harvesting, installing solar power generation, getting certification from GRIHA Council as a GREEN building etc.
6. The architects should have planned, designed & supervised viz. offered all types of architectural consultancy services in residential / commercial building projects, from inception to completion.
7. Prequalification of the architects / firm shall be subject to thorough verification of their credential submitted by them and inspection of works carried out / in progress by them, by official/s of NABARD.

Information to be furnished by the Applicant (Architects/Firms)

1. Name and registered office Address. :
2. Whether individual or a partnership firm with full particulars of the other partners including their names, professional qualifications, age, experience etc. : Attach a separate sheet
3. Name, qualification and experience of all technical personnel in the firm. : Details to be furnished in the prescribed Proforma (Statement I)
4. Whether Registered as a member of Council of Architecture : Registration Copy to be furnished
5. Details of experience as practicing Architects/Designer : Attach a separate sheet
6. Important large projects executed during last 7 years by the firm together with approximate cost of individual project. The full address of the clients for whom the works have been executed. : Details to be furnished in the prescribed Proforma (Statement II)
7. Important large projects on which the firm is engaged at present and their estimated cost. (stages of work. viz. Planning and Construction). The full address of the clients shall be indicated against each project. : Details to be furnished in the prescribed proforma (Statement III)
8. Important large projects, if any, completed by the partners prior to joining the firm (these projects shall

not be included under 6 & 7 above, but shall be shown separately).

9. Name and address of the :
Banker/s of Architects/Designer

10. Turnover of the firm during : Attach separate sheet
last 3 years (Year-wise) i.e.
2014-15
2015-16
2016-17

Signature of the applicant with
full address and Office Seal.

STATEMENT - I

List of technical personnel, giving details about their technical qualification, experience etc., including that in the present organization.

Sr. No.	Name	Age	Qualification	Work Experience (Yrs.)	Nature of works handled	Date of Employment in the present organization	Any other remarks

Signature of the Applicant

- Note: -
1. Mention other points, if any, to show technical and managerial competency to indicate any important point in your favor.
 2. Attach separate sheet, if needed (either in portrait/landscape)

STATEMENT - II

List of Important Projects executed / completed by the Firm/Architect during the last seven years.

Sr. No.	Name of work & location	Nature of work involved in the contract (e.g. residential, offices, industrial etc.)	Name of the owner, also indicate whether Govt./Semi-Govt./PSU/Pvt. Body etc. with full address	Project Cost (Rs. in Crore)	Completion Period (months)		Any other relevant information/Remarks
					Stipulated	Actual	

Signature of the applicant

Note: - 1. Attach separate sheet, if needed (either in portrait/landscape)

STATEMENT - III

List of Important projects ON HAND (currently being executed) by the Firm / Architect.

Sr. No.	Name of the work & location	Nature of the work involved in contract (e.g. residential, offices, industrial etc.)	Name of the owner, also indicate whether Govt./Semi-Govt./PSU/Pvt. Body etc. with full address	Project Cost (Rs. in lakh)	Completion Time		Present stage of the work	Reasons, if the work is being delayed
					Stipulated	Expected		

Signature of the applicant

Note:- 1. Attach separate sheet, if needed (either in portrait/landscape)

FORM TO TENDER

Dr K.C.Panigrahi
Chief General Manager
National Bank for Agriculture and Rural Development
Odisha Regional Office
“ANKUR”, 2/1 Nayapalli
Civic Centre
Bhubaneswar - 15

Place:

Date:

Dear Sir,

Architectural Consultancy Service for preparation of concept plan for the proposed Reconstruction (Redevelopment) work of NABARD Officers' quarters at BDA colony, Chandrasekharpur, Bhubaneswar

Having examined the Notice Inviting Tender, specifications and schedule of quantities / BOQ relating to the works specified in the memorandum hereinafter set out, having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance with the specifications and instructions in writing referred to in the instructions to the tenderers and general terms and conditions of tender, the Articles of Agreement, Special terms & Conditions and scope of work, Schedule of Quantities and additional instructions and terms of payment etc and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

1. (a) Description of works : Architectural Consultancy Service for preparation of concept plan for the proposed Reconstruction (Redevelopment) work of NABARD Officers' quarters at BDA colony, Chandrasekharpur, Bhubaneswar.

(b) Earnest Money : ₹ 10,000/- (Rupees Ten Thousand only)

(c) Time allowed for completion :

(i) For Section A of Price Bid : 30 days, which shall be reckoned from the tenth day of date of written order to commence the work.

(ii) For Section B of Price Bid : 6 (Six) months {i.e. to obtain the final concept plan approval from BDA including submission of all the architectural & structural drawings and Preliminary Estimate with Detailed Project Report(DPR) i.e. for all the works mentioned under clause 11(b) to 11(f) of “additional instructions and terms of payment”}. The commencement date shall be reckoned from the tenth day of date of written order to commence the work, subject nevertheless to the provision of extension of time only on valid reasons and based on the request of the Architect.

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

3. I/We have deposited a sum of ₹ 10,000.00 (Rupees Ten Thousand only) as Earnest Money Deposit / Initial Security Deposit with the National Bank for Agriculture and Rural Development, which amount will not bear any interest. Should I/We fail to execute the contract, when called upon to do so, I/We do hereby agree that this sum will be forfeited by the National Bank for Agriculture and Rural Development from me/us.

4. Our bankers are:

(i)

(ii)

The names of partners of our firm are:

(i)

(ii)

Name of the partner of the firm authorised to sign

OR

Name of person having Power of Attorney to sign the contract. (Certified true copy of the Power of Attorney should be attached)

Yours faithfully,

(Signature and address of witnesses)

(1)

(Signature of Authorized person)

(2)

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made on the _____ day of _____, between the National Bank for Agriculture and Rural Development (NABARD) having its Head Office at Plot No. C-24, G Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400051 and Regional Office at "ANKUR", 2/1 Nayapalli, Civic Centre, Bhubaneswar - 751 015 (hereinafter called "the Employer/NABARD") of the one part and _____ having its office at _____ (hereinafter called "the Architect") of the other part.

WHEREAS the Employer is desirous of carrying out the works mentioned in the schedule of quantities / BOQ describing the work to be done.

AND WHEREAS the said Specifications and the Schedule of Quantities/BOQ have been signed by or on behalf of the parties hereto.

AND WHEREAS the Architect has agreed to execute upon the subject to the Conditions set forth herein and to the Conditions set forth in the Special Conditions and in the Schedule of Quantities/ BOQ and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works shown or included in the Schedule of Quantities/ BOQ at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as " the said Contract Amount"). The official charges / Fee (if any) to be paid to Govt. agencies / Govt. Departments, Local Development Authorities or Municipal corporation in connection with this work and the vetting charges for structural design from IIT / NIT, Fees to be paid to GRIHA Council & their visiting charges etc. shall be directly paid by the Employer based on the advice of the Architect. The Architect has to take specific approval of Employer towards the structural design vetting charges of IIT / NIT indicating the cost before submitting the proposal to them. The architect shall facilitate such payment by collecting the cheque/DD from Employer and deposit it with the authority against receipt and submit the receipt to the Employer.

NOW IT IS HEREBY AGREED AS FOLLOWS

1. In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Architect shall upon and subject to the said Conditions execute and complete the work described in the section A and section B of the Schedule of Quantities / BOQ.
2. The Employer shall pay the Architect the said Contract Amount, or such other sum as shall become payable as per the rates quoted under section A and B in the Schedule of Quantities / BOQ, at the time and in the manner specified in the said Conditions after completion of each work mentioned in BOQ / schedule of quantities.
3. In the said conditions herein before mentioned, the Chief General Manager / Officer In-Charge of the Odisha Regional Office, Bhubaneswar shall act on behalf of the Employer.
4. The said tender and all terms and Conditions and Appendices thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall

respectively abide by, submit themselves to the said Conditions and perform the Agreements on their part respectively in the said Conditions contained.

5. The Agreement and other documents mentioned herein (such as Notice Inviting Tender, Background, Instructions to the Tenderers and General terms and conditions, Special Terms & Conditions and scope of work, additional instructions and terms of payment, Bill of Quantities etc. shall form the basis of this Contract.
6. This Contract is a contract to carry out the items of work as mentioned under section A & section B of BOQ.
7. The Employer reserves to itself the right of altering the nature of the work by adding to or omitting any item or items of work or having portions of the same carried out by another Architect / Consultant without prejudice to this Contract.
8. Time shall be considered as the essence of this Contract and the Architect hereby agrees to commence the work soon from the date of issue of formal works order as provided for in the said Conditions whichever is earlier and to complete the work under Section A within 30 days and the entire work under section B within 6 months subject nevertheless to the provisions for extension of time.
9. All payments by the Employer under this contract will be made directly to the bank account of the Architect through NEFT on successful completion of each item of work or as a running bill as per the scope of work and special terms and conditions of contract.
10. In case of any dispute arising out of this Agreement, only the Arbitrator / tribunal / Courts in Bhubaneswar shall have jurisdiction to determine the same.
11. That the several parts of this Contract have been read and fully understood by both the Employer and the Architect.

IN WITNESS WHEREOF the Employer and the Architect have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.

IN WITNESS WHEREOF the Employer has set its hand to these presents through its duly authorised official and the Architect has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed on its behalf, the day and year first herein - above written.

Signature Clause:

SIGNED AND DELIVERED BY the National Bank for Agriculture and Rural
Development by the hand of

(Name and designation)

_____ in the presence of

(1)

Address

(2)

Address

(Witnesses)

SIGNED AND DELIVERED BY _____
_____ in the presence

of
(1)

_____ Address

(2)

_____ Address

(Witnesses)

The COMMON SEAL OF _____
was hereunto affixed pursuant to the resolutions passed by its Board of
Directors at the meeting held on _____ in
the presence of

(1)

_____ (2)

Directors, who have signed these presents in token thereof in the presence of

(1) _____

(2) _____

SIGNED AND SEALED BY the Architect by the hand of Shri
_____ and duly constituted attorney.

INSTRUCTIONS TO THE TENDERERS AND GENERAL TERMS AND CONDITIONS

1. No tender will be received after the due date and time under any circumstances whatsoever.
2. The tender form must be filled in English and all entries must be made by hand and written in ball pen. If any of the pages of tender booklet is found missing or unsigned, the tender may be considered invalid at NABARD's discretion.
3. Amounts should be quoted both in figures and words in columns specified. Any alterations made while filling the amounts must be attested with the initials of the tenderer. Overwriting of figures should be avoided. Failure to comply with either of these conditions will render the tender void. No request for any change in amount or conditions after the opening of the tender will be entertained.
4. The Rate / Amounts quoted by the tenderer should be inclusive of liasoning charges, other overheads and profit but should be exclusive of GST, which shall be considered extra as per rules. The official charges / Fee (if any) to be paid to Govt. agencies / Govt. Departments, Local Development Authorities or Municipal corporation in connection with this work and the vetting charges for structural design from IIT / NIT etc. shall be directly paid by the Employer based on the advice of the Architect. The Architect has to take specific approval of NABARD towards the structural design vetting charges of IIT / NIT indicating the cost, before submitting the proposal to IIT/NIT. The architect shall facilitate such payment by collecting the cheque/DD from NABARD and deposit it with the authority against receipt and submit the receipt to NABARD.
5. Each of the tender documents should be signed by the person or persons submitting tender in token of his/their having acquainted himself/themselves with the entire tender document. Unsigned tender documents will be rejected.
6. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected.
7. The National Bank for Agriculture and Rural Development (NABARD) does not bind itself to accept the lowest or any tender and reserves the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.
8. The Earnest Money Deposit of Rs 10,000.00 paid by the successful tenderer shall be held by the National Bank for Agriculture and Rural Development as security for the execution and due fulfilment of the Contract. No interest shall be paid on the said deposit.
9. On receipt of work order from the Employer, the successful tenderer shall be bound to implement the contract and within fourteen days thereof, the successful tenderer shall sign an Agreement in accordance with the Articles of Agreement and the Schedule of conditions but the written acceptance by the National Bank for Agriculture and Rural Development of a tender will constitute a binding contract between the National Bank for Agriculture and Rural Development and the person so tendering, whether such formal agreement is or is not subsequently executed.
10. Tenders received late on account of any reason whatsoever as also telegraphic and faxed Tenders shall not be entertained.
11. Completion period for Section A of Price Bid : 30 days, which shall be reckoned from the tenth day of date of written order to commence the work. However, the completion period for Section B of Price Bid : 6 (Six) months {i.e. to obtain

the final concept plan approval from BDA including submission of all the architectural & structural drawings and Preliminary Estimate with Detailed Project Report(DPR) i.e. for all the works mentioned under clause 11(b) to 11(f) of “additional instructions and terms of payment”}. The commencement date shall be reckoned from the tenth day of date of written order to commence the work, subject nevertheless to the provision of extension of time only on valid reasons and based on the request of the Architect.

12. The Architect in his own interest should keep NABARD informed towards the delay occurred (if any) and the reason for the same.
13. Validity of offer shall be 120 days from the date of opening of price bid of the Tender, which may be extended for a suitable period on mutual agreement. No extra cost shall be payable towards this. Tenderers shall not cancel or withdraw the tender during this period.
14. Except the EMD of the lowest tenderer, the EMD deposited by all the other Tenderers shall be refunded by e-payment/NEFT in their respective accounts. The EMD submitted by the successful tenderer shall be adjusted towards Initial Security Deposit (ISD).
15. Minimum value of work to be considered for raising a bill : - After completion of the works specified in the item of work of BOQ and submission of such approvals or permissions to NABARD.
16. The rates quoted by the tenderer should be self-sufficient to carry out such work as per the scope & other conditions of tender. NABARD reserves the right to divide & distribute the work to more than one tenderer. NABARD also reserves the right to cancel one or more items of work, after award of the work. Further, NABARD reserves the right to accept or reject any or all tenders of any firm/firms in part or whole, without assigning any reason for doing so. Such decisions cannot be challenged in any Arbitration, Court or Tribunal. NABARD’s decision is final in the matter. The tenderer can’t claim towards loss of profit against any such action of NABARD.
17. The Tenderers are advised not to enclose any sort of conditions, own terms of payment etc. along with the sealed Tender. In case of any doubt/ambiguity in the tender form or in case of any clarification desired by the Tenderer, they should get the same clarified from the Premises Section, 3rd floor, NABARD, “ANKUR”, 2/1 Nayapalli, Civic Center, Bhubaneswar – 751 015, well before the due date of submission of the Tender. If no clarification is sought from the Premises Section of Employer before the due date of tender submission, it will be presumed that the Tenderer/s have no doubt as regards the work to be executed and they are well aware of each and every aspect of the job to be done. After the submission of the tender, no request for any further clarification will be entertained. However, after opening of the tender, if any sort of conditions etc. are found in the sealed envelope, the same will not be taken into consideration under any circumstances. The Employer (NABARD) at its sole discretion may decide to reject all such Tender/s. No correspondence in this regard shall be entertained by the Employer and its decision shall be treated as final and binding.
18. The EMD will be released only after successful completion of all the works or else the same will be forfeited and NABARD’s decision shall be final in this matter. The Architect shall not assign or sublet the Contract or any portion of the Contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing to the Architect

rescinding the Contract whereupon the EMD shall stand forfeited to the Employer, without prejudice to his other remedies against the architect.

19. The tenderer must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of making a tender for entering into a contract and must examine the documents, if any, and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.
20. The successful tenderer shall not be entitled to any types of compensation for any loss suffered by him due to delays in commencing or executing the work, whatever the causes of delay may be. The Employer will not accept any liability for any sum apart from the rate quoted for this, subject to such variations, which are mutually agreed upon.
21. The EMD/ ISD may be forfeited at the sole discretion of the Employer, if the Architect fails to comply with various clauses under Notice Inviting Tender, Instructions to tenderers and general terms and conditions, additional instructions & terms of payment, scope of work and special conditions of contract, lease details of this plot etc.
22. The rate & amount column in the Bill of Quantities should be filled up with both words & figures. In case of any discrepancy in quoting of the rates & amounts in figures & words, the following procedure shall be adopted for evaluating the tender :
 - a. When there is a difference in quoting the rates in figures and words, the rates which correspond to the amounts worked out by the contractor shall be taken as correct.
 - b. When the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractors in words shall be taken as correct.
 - c. When the rates quoted by the tenderer in figures and in words tallies but the amount is not worked out correctly, the rate quoted by him shall be taken as correct and not the amount.

I/We hereby declare that, I/We have read and understood the above instructions to the tenderers & general terms and conditions and in case our tender is accepted, I/We, will abide by the same.

Date : _____ Signature

Address: Name

..... Seal of Tenderer

Additional instructions & Terms of Payment

Both for Section–A & Section–B of the Tender : -

1. The tenderer must quote his/their rates, after thoroughly examining the background of this work, Notice Inviting Tender, various clauses under Instructions to tenderers and general terms and conditions, additional instructions & terms of payment, scope of work and special conditions of contract, lease details of this plot etc. at Chandrasekharapur, Bhubaneswar as available in the detailed tender.
2. Based on the feedback received and clarifications sought by the architects who attended the pre-bid meeting held on 28 August 2017 at our Odisha Regional Office at Bhubaneswar, the revised bid document is uploaded in the Bank's website. The Architects can download the revised bid document to submit the tender. Any further clarifications / corrigendum / addendum / revision to this tender shall only be uploaded in the same website & no further notice shall be published in the print media. The Architects in their own interest, are therefore requested to visit the website from time to time to get themselves updated about this work.
3. The tenderers may quote only for Section A or both for Section A & Section B of work as indicated below. However, the decision to award the work to one or more tenderers shall be decided by NABARD.
4. No part payment or running bill against Section A of work shall be considered. However, part payment or running bill can be considered against works under section B can be considered as per the scope of work and special terms and conditions of the contract unless otherwise specified under any other terms of contract.
5. The scope of work mentioned in the Bill of Quantities is illustrative. However the tenderers are required deal with all other works incidental thereto and connected therewith and quote their rates accordingly against each item.
6. The rates to be quoted should be exclusive of Goods and Services Tax (GST). Applicable GST shall be applied on bill value at the time of raising the Invoice/Bill.
7. The rate quoted by the tenderer for a particular item of work of BoQ shall be for completing the work to its true intent and to the satisfaction of NABARD under various clauses of Notice Inviting Tender, instructions to tenderers and general terms and conditions, additional instructions and terms of payment, special terms and conditions and scope of work, BoQ, etc.
8. The tenderers should note that unless and otherwise stated in the tender, the section A of this tender is strictly on lumpsum basis for the entire job to be done as per the BoQ / Scope of work and special conditions of contract and the section B is strictly on percentage rate basis. For working out the payment to be released to the Architect and project cost at various stages, the following methodology shall be used :
 - a. After completion of work under section A and based on the area under our possession and considering other parameters (i.e. 1.492 acres open land to be left out of any construction activity as per BDA), the Architect has to work out total built up area that can be constructed over this plot considering FAR 2.5 for working out the total built-up area, considering the direct access to 100' main Nandankan road from the quarters gate and inform NABARD.

Based on requirement, NABARD in consultation with the Architect shall finalise/decide the total built up area to be constructed considering the no. of different types of flats / other utilities, no. of blocks and no. of storeys to be constructed, construction of separate parking space / basement parking / stilt parking etc.

- b. The Architects will use Delhi Plinth Area Rate (DPAR) to work out the preliminary estimated cost of the project based on the finalised area and submit it along with detailed project report to NABARD for finalisation and approval of the Preliminary Estimated (PE) cost of the project.
 - c. The PE as approved by NABARD shall be used to work out the Architects Fee in the initial stage based on the percentage quoted by them and payment may be considered as per the stages of payment indicated in the tender, till the finalisation of the award of the construction work by NABARD to a suitable agency/contractor.
 - d. Once the contract value for construction is finalised, all the charges / fee being paid to the Architect shall be worked out afresh based on this contract value as per the stage payment reached till such time. After adjustment of PE based payment made till such time, the balance shall be paid to Architect.
 - e. This process shall continue till the finalisation / completion of project and the actual cost of construction is worked out. Once the actual cost of construction is finalised, the charges / fee being paid to the Architect shall be re-worked out afresh based on this value as per the stage payment reached till such time. After adjustment of contract value based payment made till such time, the balance shall be paid to Architect.
 - f. It is further clarified that, neither Goods and Services Tax nor any other type/form of tax shall be included to the PE or actual cost of construction for the purpose of working out the Architect's payment/fee.
 - g. Considering the above, the tenderer should quote their fee based on percentage rate, which should be workable and self-supporting. No claim in respect of loss of profit or anything else from the Architects shall be entertained because of reduction in actual cost of work from the PE or from the contract value of the work.
9. **Time Extension for Section B :** In case, the work is not completed or likely to be not completed within the scheduled time, the Agency should seek extension of time from the Employer at least 2 weeks before the scheduled date of completion of work. However, time shall be considered as the essence of this Contract and the Architect hereby agrees to commence the work soon from the date of issue of formal works order as provided for in the said Conditions and to complete the entire work within 6 months subject nevertheless to the provisions for extension of time.
10. The fee quoted by the tenderers should be justifiable, self-supporting and independent of execution of any other parallel item of work or extra item of work. NABARD shall pay a fee (GST shall be considered separately at applicable rate) at accepted rate in respect of the services rendered by them in relation to the said works and in particular for the services herein mentioned, which is accepted by the Bank and will remain same till the completion of the work. The quoted fee should include all the expenses related with local conveyance for visits to any place and any no. of times within the municipal limit of Bhubaneswar city, TA, DA, engagement of other consultants, etc. However, outstation visit in connection with this work with prior approval of NABARD, shall be reimbursed as per actual, based

on submission of proof. Any deposits/fees to be paid to the statutory authorities for obtaining necessary approvals/permission with prior permission of NABARD shall be reimbursed / paid separately on production of Bills/Receipts.

11. **Scale of charges and Method/Mode of payment :** The fee shall be paid proportionately upon completion of each stage of work as indicated below :

For work under Section A :

- a. No RA bill against this item of work shall be considered. 90 % of the quoted rate shall be paid after formal acceptance of the “as built drawing” by NABARD. Balance 10 % shall be paid after getting confirmation of the “as built drawing” by the Firm, who gets the work for section B.

For work under Section B :

- b. 10% of the accepted fees after NABARD’s approval of building layout plan & preliminary estimate based on Detailed Project Report and submitting to BDA for approval.
- c. 35 % of the accepted fees after receiving the formal approval of the concept layout plan from Bhubaneswar Development Authority (BDA) with / without any rider.
- d. 10 % of the accepted fees after receiving all the structural drawings starting from foundation to super structure of all the structures with location details (as and where necessary) as per the approved layout plan after vetting these from IIT / NIT or any such approved institution / structural Firm.
- e. 10 % of the accepted fees after receiving all the architectural drawings such as plan, front & back elevation, section, side elevation, staircase details etc, from foundation to superstructure with location details (as and where necessary) or any other additional drawings as required by NABARD, 2D drawings, 3-D views & 3-D walk through etc.
- f. 10% of the accepted fees after submission of detailed estimate based on latest schedule of rates, Schedule / Bill of Quantities with detailed specifications, approved list of materials, detailed measurement sheet for each item of work, rate analysis for market rate items and approval of the estimate by NABARD.
- g. 5% of the accepted fees after awarding of the works to contractor for commencement of work.
- h. 5% of the accepted fees after successful completion of about 50 % work (i.e. based on settlement of bill cumulatively valued at 50 % of the tender cost) as awarded to the contractor.
- i. 5% of the accepted fees after successful completion of entire work (i.e. based on issue of virtual completion certificate by NABARD) as awarded to the contractor.
- j. 5% of the accepted fees after obtaining star rating from GRIHA Council for GREEN Building.
- k. 5 % of the accepted fees after receiving Occupancy Certificate by NABARD from BDA including from any other statutory/local authorities.

Note : Calculation of the fees initially will be based on the preliminary estimated project cost approved by the Bank. After finalization of tender for award of actual construction work, the fees shall be worked out based on this value with adjustment of stage payment made till that date. However, the overall fees payable will be limited to the fees in %age payable on actual cost of the work after finalization of all the contractor’s bill and after adjustment of stage based payment made till that date.

12. Termination of Agreement

a) The contract agreement herein may be terminated at any time by either party by giving a written notice of two months to the other party indicating acceptable reasons therefor. If the termination is as per the request of the Agency, the Engaged Agency shall remain liable and be responsible for due certification of the works done hitherto and acts performed till termination. If any winding up proceedings are contemplated or initiated against the Agency/Architects engaged, the Employer shall be entitled to terminate the agreement and entrust the work to any other firm/Architects.

b) If the Agency/Architects shall close their business or die or become incapacitated, their Agreement shall stand terminated.

c) In case the Architects fail to adhere to the time schedule stipulated in the tender or the extended time which may be granted by the Employer in his sole discretion,

or

any changes are there in the constitution of the 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 firm/agency.

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

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

13. Damages

Notwithstanding what is contained in para 11 (Termination of Agreement) hereinabove, if the Employer is put to any loss or suffers any damages (including cost escalation 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 Architects shall be liable not only to forego 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 Architects 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 Architects,

either under this contract or any other contract made between the Employer and the Architects for any other works belonging to the Employer. Provided always that such damage or loss recoverable from the Architects 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 Architects shall indemnify the Employer through a Professional Liability Insurance Policy to be taken at his cost with a Nationalized Insurance Company to the extent of the full amount of fees to be charged by the Architects 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 Architects during the subsistence of this Contract.**

14. **Transfer of Interests**

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

15. **Article of Agreement**

The selected Architects / Firm 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 engaged shall retain the duplicate. The selected agency shall bear the Stamp Duty on the original as well as the duplicate of this Agreement.

16. **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, except in respect of matters for which it is provided hereunder that the decision of the Employer is final and binding, the same shall be referred to arbitration and a final decision after giving at least 30 days' notice in writing to the other (hereinafter referred to as the "**Notice for Arbitration**") clearly setting out 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 Architects 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 Employer or the Architects.

The Architects 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 Architects fail to communicate such selection as provided above within the period specified, the Employer shall make the selection and appoint the said person as the Sole Arbitrator. If the Architects fail 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 Architects.

If the Employer fails to send to the Architects the panel of three names as aforesaid within the period specified, the Architects 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 Architects accordingly, the Architects 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 Architects 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.

17. Services continued to be rendered not withstanding any reference or dispute to the arbitration

It is specifically agreed that the Architects 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.

I/We have read the various items, terms & conditions and the same are acceptable to me/us.

Date : Signature

Address: Name

..... Seal of Tenderer

Special Terms and Conditions and Scope of work

1. The successful tenderer has to make detailed survey of entire area under Bank's possession at NABARD Officers Quarters, BDA Colony, Chandrasekharpur, Bhubaneswar- 751016 and prepare an 'as built drawing' showing the dimensions of existing buildings / structures with plinth protection and entrance lobby, Parking area/garages, internal roads, pathways, under-ground sump & pump room, guard room, compound wall & entrance gates, Trees, garden / greenery / landscaping / horticulture area, childrens' play area, storm water drains, Transformer area, manhole and gully trap chambers, badminton / tennis court, Borewell, etc. The exact built-up area as constructed now should be calculated and shown in the 'as built drawing'. The FAR as consumed now should also be calculated and shown in the 'as built drawing'.
2. The 'As built drawing' should also show the external area and surrounding features (such as common municipal roads or pathways / drains / trees / school / residential buildings / commercial shops / HT power connection etc. with dimensions) adjacent to the compound wall all around our premises.
3. After completion of work under section A and based on the area under our possession and considering other parameters (i.e. 1.492 acres open land to be left out of any construction activity as per BDA), the Architect has to work out total built up area that can be constructed over this plot considering FAR 2.5 for working out the total built-up area, considering the direct access to 100' main Nandankan road from the quarters gate. They have also to ascertain from BDA, whether NABARD can construct less no. of high rise blocks instead of present 6 blocks and accordingly plan for redevelopment with maximum utilization of potential built-up area.
4. Making multiple no. of additions and alterations to the concept plan / drawing as per the requirements of BDA & NABARD and getting the final concept plan approved from BDA.
5. If it is ascertained from BDA that, it is not permitted to construct more built-up area under the existing provisions of the Sale deed with NABARD as a routine matter, the tenderer has to explore the possibility with BDA, to pay necessary official charges to BDA to purchase higher FAR/FSI from BDA. This amount, if required to be deposited with BDA against receipt, shall be borne by NABARD.
6. The built-up area consumed by the covered parking places at different locations inside the colony need to be brought under the stilt parking area under revised concept plan.
7. In case BDA is neither permitting for increase in built up area nor changing the locational plan of the buildings under any circumstances because of the existing provisions of the Sale Deed, the tenderer has to obtain the approval from BDA for a revised plan of same 6 blocks with 72 flats with same built up area as per the existing usage in the complex.
8. In any case, the new residential blocks needs to be planned with the option of both basement and stilt parking. As a general practice under development control rules, basement is free of FAR/FSI. So, planning for basement parking (for maximum no. of vehicles) in each building block should be a must in the draft concept plan. The released built-up area from separate covered parking spaces should be used for constructing a separate block for Community Centre with 6 No. Visiting Officers Flats and 2 No. Executive VOFs / 4 No. Single Room Accommodations / 1 Dispensary / 1 ACT office / 1 Gymnasium / 1 Guard

changing room / 1 Residential Welfare Association room / separate common toilet block for women & men workers of colony, etc. (the area requirement of each of these can be finalised in consultation with NABARD).

9. The draft concept plan should take care of all the standard safety rules of constructing new residential buildings as per building bye-laws with facility for entry to physically challenged persons.
10. The tenderer shall undertake detailed study of the present underground sewerage system of the colony and devise a new UG sewerage system for the redeveloped blocks (if necessary) without damaging the present system, so that the adjacent BDA building's sewerage disposal system is not hampered. They should impress upon BDA for shifting the common sewerage line for other private blocks passing through NABARD complex, while preparing the reconstruction/re-development plan. To prepare the detailed plan of the U.G. Sewerage system and to get approval from the concerned Authorities of BDA / OWSSB / PHD / BMC, the tenderer should approach and do necessary liasoning with the Odisha Water Supply & Sewerage Board / Public Health Engineering Department of the Govt. of Odisha / Bhubaneswar Municipal Corporation. A feasible underground drainage / sewage disposal layout drawings shall be prepared after making enquiries, discussions, liasoning and negotiations with various statutory authorities and after approval on the face of the drawing from the concerned authority i.e. BDA / BMC / OWSSB / PHD (as the case may be), the same shall be submitted to NABARD for implementation.
11. Further, the required area for developing garden / greenery with proper landscaping, internal / service roads with storm water drain, places for UG sumps (separate for PHD supply & borewell), electric substation & DG set needs to be shown in the draft concept plan.
12. Installation of rain water harvesting system, provision for solar power generation plant for common area lighting and other purposes, etc. are to be shown in the concept plan.
13. For the finalised concept plan (which is to be submitted to BDA for approval), the successful tenderer has to prepare the detailed drawings of each buildings like basement plans, stilt floor plan, typical floor plans, front, back and side elevations, sectional elevations, terrace plan with position of OH water tanks, lift machine room, staircase head room, etc., terrace slope for rain water disposal with rain water pipe positions on all sides, lift, electric meter room, entrance lobby details, balcony & other details of flats interior, details of doors & windows. Similar drawings are also to be prepared for the separate block, which shall house the community centre and other structures as indicated in para 8 above. All the structural drawings (i.e. foundation / footing / columns / beams / slabs / canopy etc.) of the above structures should also be prepared and after vetting by a licenced professional structural engineer or from any reputed technical institutes like IIT, NIT, these should be submitted to Bank. The carpet area of each proposed flat including the no. of rooms, toilets, balcony etc. should be finalised in consultation with NABARD.
14. After finalisation of concept plan with the consent of NABARD, the same has to be submitted to Bhubaneswar Development Authority for approval. If the tenderer needs to take the help of any professional legal consultant / revenue officials at any stage of this work, they can do so, but their charges should be built into the rate quoted by them in the schedule of quantity for such work. No extra payment shall be considered by NABARD for any such services rendered by them.

15. In brief, the scope of architects shall be from the concept of plan to completion of the project and shall include the following aspects in general : -
- a) Preparation of Concept plan
 - b) Preparation of plan for approval
 - c) All the structural drawings of the approved buildings / structures.
 - d) Vetting of Structural drawings through structural specialists from institutions like IIT, NIT etc.
 - e) Submitting to BDA for approval.
 - f) Liasoning job for getting approvals from various authorities like Fire authority, BMC, Pollution Control Board, PHD, AAI etc.
 - g) Preparation of working drawings
 - h) Preparation of detailed cost estimates with specifications
 - i) Preparation of BOQ with specification
 - j) Facilitating client (NABARD) for finalisation of contractor
 - k) Clarifications by the Architect from time to time at the time of construction.
 - l) The architects need to check all the structural work during construction and certify that the same has been carried out as per vetted structural design from IIT / NIT. The payment under clause 11(h) of “additional instructions and payment terms” shall be released after getting this certificate.
 - m) After virtual completion of the work, the architects need to certify that the entire work was carried out as per the layout plan approved by BDA. The payment under clause 11(i) of “additional instructions and payment terms” shall be released after getting this certificate.
 - n) The architect need to coordinate with the GRIHA Council for their site inspection during pre-construction or during construction or post-construction phase (as per their requirement) for facilitating to get the maximum star rating certificate. The payment under clause 11(j) of “additional instructions and payment terms” shall be released after getting this certificate.
 - o) Getting “Occupancy certificate” from BDA/BMC and also from various other authorities and submit it to NABARD. The payment under clause 11(k) of “additional instructions and payment terms” shall be released after getting this certificate.
 - p) Any other item incidental thereto and connected therewith
16. Any type of Government fee against receipt connected to this work in getting permission and approvals, charges for vetting of structural design from IIT / NIT, Official Fee to be paid to GRIHA Council, Reimbursement of travelling charges of GRIHA council members to site etc. shall be claimed separately by the architects as per the actuals and shall be reimbursed on submission of necessary receipts or it may be paid directly by NABARD on advise of the architect.
17. The details of work mentioned in the above special terms and conditions are illustrative and not exhaustive. The successful tenderer will be required to deal with all other works incidental thereto and connected therewith as per the requirement of NABARD.

I/We hereby declare that, I/We have read and understood the above special terms and conditions and in case our tender is accepted, I/We, will abide by the same.

Date :

Signature

Address:

Name

.....

Seal of Tenderer

**Details about NABARD's leasehold property at BDA, Chandrasekharpur,
Bhubaneswar**

NABARD had entered in to a **Sale deed dtd. 30 April 1990** with Bhubaneswar Development Authority (BDA), based on which, NABARD is in peaceful possession of 72 flats {i.e. Blocks No. 7, 9 & 10 (each block with 12 flats of G+2 floors) - all 2-BHK and Blocks No. 11,12 & 13 (each block with 12 flats of G+2 floors) – all 3-BHK} at BDA Colony, Chandrasekharpur, Bhubaneswar.

Further, BDA vide its **letter No. 3766/BP/BDA, Bhubaneswar dtd. 23 April 1991** had **(Misc-BP(G) 26/91)** permitted NABARD to construct compound wall & garage for the aforesaid blocks, which are under its possession.

The brief of the aforesaid sale deed and the scope available for NABARD to carry out any addition/alterations and redevelopment etc. in these blocks can be explored / implied from the details given below :-

1. A Sale Deed was executed on 30th April 1990 between the Bhubaneswar Development Authority (BDA), which is a body Corporate constituted under the provisions of the Odisha Development Authorities Act, 1982 (Odisha Act-14, 1982) represented by its Secretary (herein after called the First Party) and NABARD (herein after called the Second Party).
2. The Governor of Odisha by a deed of lease executed in favour of the First Party has demised to the First Party for purpose of building apartments and for selling or leasing out those apartments for residential purpose, the lands more fully described in the schedule 'A' hereto with all easements and appurtenances if any for a period of 90 years and thus the First Party is the Lessee in respect of the schedule site and second party hereby acknowledges that he/she has perused the lease-deed and has understood the contents thereof.
3. The First Party has constructed Chandrasekharpur Apartment Housing scheme, on the Scheduled land and is the owner in possession thereof :
4. The First Party has been duly authorised by the Governor of Odisha to transfer or lease out or sell the apartment thereon, according to the terms and conditions of the lease.
5. In pursuance of the said apartment housing scheme, the First Party at its own expense has constructed an apartment more particularly described in the schedule 'B' hereunder and is herein after referred to as "The Apartment".
6. In pursuance of the said apartment housing scheme, the Second Party has applied to the First Party for purchasing the leasehold interest in the Schedule land and with the apartment constructed thereon under HIG category on the terms and conditions herein after set forth.
7. The First party has agreed to sell the said apartment in favour of the Second Party

8. It is hereby agreed to between the parties hereto as follows :-

- a. That the First Party hereby conveys the ownership of the apartment to the Second Party and / shall deliver possession after execution of the agreement and not later than a week / the Second party has already been delivered the possession of the apartment in pursuance of the Agreement for sale of agreement date.
- b. That since the Second party has already paid the entire sale price of the apartment to the First Party, the Second Party is the absolute owner of the apartment and becomes a Lessee under the Governor of Odisha for the unexpired period of the lease for 90 years granted by the Governor of Odisha to the First Party and the First Party shall not obstruct the possession or peaceful enjoyment of the apartment by the Second Party in any manner.
- c. That the Second Party shall pay the yearly rents in favour of Governor of Odisha to be paid half yearly on 28th April and 8th November every year subject to any revision of rent in the office of the Tahasildar, Bhubaneswar or any other place or places as may be appointed by the Governor in that behalf.
- d. That the Second Party shall pay all rents, taxes, cesses and other outgoing payable in respect of the apartment to the State and Central Govt., Bhubaneswar Municipality and other local or public Authority.
- e. That the Second party shall not , without the prior written permission of the First party use the apartment for any purpose other than residential.
- f. That the Second Party shall have no right to transfer by way of sale, gift, mortgage or assignment or sub-let or otherwise part with the possession of the whole or any part of the said apartment without obtaining the prior written approval of the Vice-Chairman, B.D.A, who has been authorised to accord permission vide G.A. Department order Memo No. 6526/CA dtd. 21.06.86.

Provided that in the event of transfer being made without obtaining the prior written approval of the Vice-Chairman, BDA, such transfer shall be void and it shall be open to the First Party to terminate the Lease and take immediate possession of the apartment soon after the lease is terminated, the possession of the apartment by the Second party shall be deemed to be illegal and unauthorised.

Provided further that the Second Party may after expiry of two years from the date of execution of this deed request the First Party in writing to transfer in any manner of the apartment and in the event of the written approval being given, the First Party may impose such terms and conditions as it thinks fit.

- g. That the Second Party shall not erect or build or permit to erect or build on the apartment other than that hereby sold nor make additions or alterations to the existing building at any time except with the written permission of the First Party.

- h. That the Second Party shall not do any act or cause any act to be done on the said apartment which is likely to cause nuisance or disparagement, annoyance or inconvenience to the First Party or to any other person or persons in the neighbourhood.
- i. That the first Party shall not be responsible for any damage to the apartment caused by the natural calamities like flood, earthquake, cyclones or any other act of of God and explosion fire , riots etc.
- j. That the Second Party shall abide by all the conditions which are contained in the relevant lease deed executed between the Governor of Odisha and the First Party, which he has already perused as mentioned earlier.
- k. That the Second Party shall abide by all the conditions as per the provisions of the Odisha Apartment Ownership Act-1982 (Odisha Act-1 of 1984).
- l. That Second Party shall (other-wise) abide by all rules, regulations and bye-laws and other orders/directions that may be issued by the BDA in pursuance of the provisions contained in the Odisha Development Authorities Act-1982 and (also in) the Odisha Apartment Ownership Act-1982 (Odisha Act-1 of 1984) and rules made thereunder.
- m. That in all matters of doubt concerning interpretations of any of the provisions of this indenture, the decision of the Vice-Chairman, BDA shall be final and binding on the Second Party

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ between, on one hand, National Bank for Agriculture and Rural Development (NABARD), represented by Shri S. K. Nayak, Dy. General Manager (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a body corporate established under NABARD Act, 1981 having its Head Office at Plot No.C-24, Block ‘G’, Bandra-Kurla Complex, Bandra (East), Mumbai.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit of any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the

contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during a pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Bank.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly for purposes of competition or personal gain or pass on to others, any information provided by the BUYER as part of the business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly is a relative of any of the officers of the

BUYER, or alternatively if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1986.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting Technical bid, the BIDDER shall deposit an amount **Rs 10,000/-** as Earnest Money/Security Deposit, with the BUYER through any of the following instruments.

- i. Bank Draft or a Pay Order in favour of NABARD.
- ii. A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- iii. Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. **Sanctions for Violations**

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2%, higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with another contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- vi. To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

- viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with our without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of the Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/s not supplying similar product/systems or sub systems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. The Names and Addresses of the Monitors is given hereunder.

Shri Debabrata Sarkar Mayfair Boulevard(Narayan Apartment) Flat No. 701, Main Avenue Road Santacruz(West), Mumbai - 400054	Shri Subodh Kumar Geol 501, Tower-6, Common wealth games village, New Delhi 110092
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8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and should the occasion arise submit proposals for correcting problematic situations.

9. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. **Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later in case

BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____

BUYER

BIDDER

Name of the Officer

Chief Executive Officer

Designation

NABARD

Witness

Witness

1. _____

1. _____

2. _____

2. _____

*Provisions of these clauses would need to be amended /deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

NOTE: This document shall be submitted along with Technical bid duly signed and sealed.