



NOTICE INVITING TENDER

for

**Appointment of Architect/Consultant for Structural Repairs, other
Repairs/Renovation and Procurement/e-Procurement of Civil/
Interior/Electrical/HVAC/Electronics/ITES Goods/Works/Services
at BIRD, Kolkata for 01 July 2025 to 30 June 2027**



परिसर, सुरक्षा और अधिप्राप्ति विभाग

बैंकर्स ग्रामीण विकास संस्थान

अभिलाषा-I, 6, रॉयड स्ट्रीट, कोलकाता - 700 016.

033-22640029/22556073, bird.kolkata@nabard.org

Bid Submission Start Date	08 May 2025
Pre-bid Meeting with Tenderers	19 May 2025
Bid Submission End Date	29 May 2025
Date of Opening of Technical Bid	30 May 2025
Date of Opening of Financial Bid	Will be communicated later

NOTICE INVITING TENDER

Ref. No. BIRD(Kol)/ /DPSP/Premises/2025-26

08 May 2025

संदर्भ सं: बर्ड (कोल)/ /डीपीएसपी/परिसर/2025-26

08 मई 2025

1. National Bank for Agriculture and Rural Development (NABARD), hereinafter referred as “the Bank”, invite Tenders for Appointment of Architect/Consultant, hereinafter referred as “the Consultant”, for (i) Structural Repairs and other Repairs/Renovation and Procurement/e-Procurement of Civil/Interior/Electrical/HVAC/Electronics/ ITES Goods/Works/Services at Bankers Institute of Rural Development (BIRD), a Training Establishment of NABARD, located at 06, Royd Street, Kolkata -700016 from 01-07-2025 to 30-06-2027.

राष्ट्रीय कृषि और ग्रामीण विकास बैंक (नाबार्ड), इसके बाद “बैंक” के रूप में संदर्भित किया जाएगा, अपने प्रशिक्षण प्रतिष्ठान, बैंकर्स इंस्टीट्यूट ऑफ रूरल डेवलपमेंट (बर्ड), 06, रॉयड स्ट्रीट, कोलकाता -700016 में आंतरिक/बाहरी संरचनात्मक व अन्य मरम्मत, नवीनीकरण और सिविल/इलेक्ट्रिकल/इलेक्ट्रॉनिक्स/आईटीईएस वस्तु/कार्यों/सेवाओं के अधिप्राप्ति/ई-अधिप्राप्ति के लिए वास्तुकार/परामर्शदाता, इसके बाद “परामर्शदाता” के रूप में संदर्भित, की 01-07-2025 से 30-06-2027 तक नियुक्ति हेतु निविदाएं आमंत्रित करता है।

2. The tenderers are advised to submit two-packet e-tender compulsorily along with duly signed scanned copies of all documents required hereinafter only through GeM, after carefully following instructions related to systems and procedures as indicated in GeM. No expense incurred by the tenderers in submission of tenders shall be borne by the Bank. In case of any further guidance, help and support while submission of e-tenders, please contact GeM support. The tender notice is also available on the Bank’s website www.nabard.org for download.

बोलीदाताओं को सलाह दी जाती है कि वे दो पैकेट बोली ई-निविदा अनिवार्य रूप से सभी आवश्यक दस्तावेजों की हस्ताक्षरित स्कैन की गई प्रतियों के साथ केवल जेम के माध्यम से ही प्रस्तुत करें, तथा जेम में दर्शाए गए प्रणालियों और प्रक्रियाओं से संबंधित निर्देशों का सावधानीपूर्वक पालन करें। निविदा प्रस्तुत करने में निविदाकर्ताओं द्वारा किए गए किसी भी खर्च का वहन नाबार्ड द्वारा नहीं किया जाएगा। ई-निविदाएं प्रस्तुत करते समय किसी भी अन्य मार्गदर्शन, सहायता और समर्थन के मामले में, कृपया जेम सहायता से संपर्क करें। ई-निविदा सूचना नाबार्ड की वेबसाइट www.nabard.org पर डाउनलोड के लिए भी उपलब्ध है।

3. The applicant must have registered office in Kolkata, South 24 Parganas, North 24 Parganas or Howrah Municipal limits. The documentary evidence must be enclosed along with the Technical Bid. In case the documentary evidence is not provided, the tender will be summarily rejected.

निविदाकर्ता का पंजीकृत कार्यालय कोलकाता, दक्षिण 24 परगना, उत्तर 24 परगना या हावड़ा नगर निगम सीमा में होना चाहिए। तकनीकी बोली के साथ दस्तावेजी साक्ष्य संलग्न करना होगा। यदि दस्तावेजी साक्ष्य प्रस्तुत नहीं किए जाते हैं, तो निविदा को सरसरी तौर पर खारिज कर दिया जाएगा।

4. All pages and documents that comprise the Tender shall be signed by authorised signatory with office stamp and uploaded by the Tenderer in token of having acquainted himself with the Tender notice and its Specifications, etc., as laid down and acceptance of the terms and conditions specified in the tender. The signature of authorised signatory should be as per his/her PAN Card. Any deviation of signature should be duly supported by Notarised Affidavit by the concerned person.

निविदा दस्तावेज में शामिल सभी पृष्ठों और दस्तावेजों पर अधिकृत हस्ताक्षरकर्ता द्वारा कार्यालय की मोहर के साथ हस्ताक्षर किए जाएंगे और निविदाकर्ता द्वारा निविदा दस्तावेज और इसके अनुबंध की सामान्य शर्तों, विशिष्टताओं आदि, जैसा कि निर्धारित किया गया है, से परिचित होने और निविदा में निर्दिष्ट नियमों और शर्तों की स्वीकृति के संकेत के रूप में अपलोड किए जाएंगे। अधिकृत हस्ताक्षरकर्ता के हस्ताक्षर उनके पैन कार्ड के अनुसार होने चाहिए। हस्ताक्षर में किसी भी प्रकार का विचलन होने पर संबंधित व्यक्ति द्वारा नोटरीकृत शपथ-पत्र द्वारा विधिवत समर्थन किया जाना चाहिए।

5. A Pre-bid Meeting shall be held on 19-05-2025 at 1500 hours in BIRD, Kolkata. The owner/representative attending the meeting should carry a Letter of Authorization from their organization as per the Form of Tender hereinafter. The Form of Tender duly filled in by the tenderer and bearing acknowledgement of participation in pre-bid meeting by sign and seal of the Bank shall be enclosed failing which the tender may be rejected at discretion of the Bank.

दिनांक 19-05-2025 को 15.00 बजे बर्ड, कोलकाता में एक प्री-बिड मीटिंग आयोजित की जाएगी। बैठक में भाग लेने वाले स्वामी/प्रतिनिधि को एतदपश्चात् दिए गए प्रारूप के अनुसार अपने संगठन से प्राधिकरण पत्र लाना होगा। बैंक के हस्ताक्षर एवं मुहर द्वारा बोली-पूर्व बैठक में भागीदारी की पावती सहित निविदाकर्ता द्वारा विधिवत् भरा गया निविदा प्रपत्र संलग्न करना होगा, अन्यथा निविदा को बैंक के विवेकानुसार अस्वीकार किया जा सकता है।

6. The tenderers are allowed to visit office site, conduct survey of existing conditions and seek clarifications from the Bank up to their satisfaction by 19-05-2025 to familiarize themselves with nature and scope of works up to their satisfaction.

निविदाकर्ताओं को अनुमति है कि वे 19-05-2025 तक कार्यालय स्थल का दौरा करें, मौजूदा स्थितियों का सर्वेक्षण करें तथा बैंक से स्पष्टीकरण मांग सकें ताकि वे अपनी दूरों का उल्लेख करने से पहले कार्य की प्रकृति और दायरे से अपनी संतुष्टि के अनुसार परिचित हो सकें।

7. Any discrepancies, omissions, ambiguities in the Tender Notice or any doubt as to their meaning should be reported in writing on or before 19-05-2025 to "The Joint Director, Bankers Institute of Rural Development, Kolkata" who will review the same and if information sought are not clearly indicated or specified, the Bank will issue clarifications to all tenderers, which will become part of the Tender Notice. The Bank will not be responsible if discrepancies, omissions, ambiguities in the Tender Notice or any doubts as to their meaning are not brought to notice of the Bank by the date of pre-bid meeting at 1500 Hrs. on 19-05-2025.

निविदा दस्तावेजों में किसी भी विसंगतियों, चूक, अस्पष्टता, यदि कोई हो, या उनके अर्थ के बारे में कोई संदेह है, तो उसे लिखित रूप में लिखित रूप में 19-05-2025 को या उससे पहले "संयुक्त निदेशक, ग्रामीण विकास संस्थान, कोलकाता" को सूचित किया जाना चाहिए, जो इसकी समीक्षा करेंगे और यदि जानकारी स्पष्ट रूप से इंगित या निर्दिष्ट नहीं की गई है, तो नाबार्ड सभी निविदाकर्ताओं को स्पष्टीकरण जारी करेगा जो अनुबंध दस्तावेज का हिस्सा बन जाएगा। यदि निविदा दस्तावेजों में विसंगतियां, चूक, अस्पष्टता या उनके अर्थ के बारे में कोई संदेह इस निविदा की प्री - बिड बैठक 19-05-2025 को 15:00 बजे तक नाबार्ड के ध्यान में नहीं लाया जाता है, तो नाबार्ड जिम्मेदार नहीं होगा।

8. Tenderer shall deposit Earnest Money Deposit (EMD) amounting to ₹14,000/- by directly crediting amount in VAN Account as per details given below, failing which, the Tender shall be rejected unless exempted. A copy of acknowledgement of credit shall be given failing which the tender will not be considered for acceptance. MSEs registered with appropriate authority or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) shall be exempted from EMD payment provided they are registered for the item being quoted. The tenderer must be the Service Provider of the offered Services in case of bid for supply of Services.

निविदाकर्ता नीचे दिए गए विवरण के अनुसार सीधे हमारे ₹.14000/- की बयाना जमा राशि (ईएमडी) जमा करेगा, जिसमें विफल रहने पर निविदा को अस्वीकार कर दिया जाएगा। निविदा दस्तावेज के साथ हमारे खाते में जमा करने वाली पावती की एक प्रति हमें दें, जिसमें विफल रहने पर निविदा को अस्वीकृत कर दिया जाएगा। भारत में उचित प्राधिकरण के साथ पंजीकृत एमएसई या उद्योग एवं आंतरिक व्यापार संवर्धन विभाग (डीपीआईआईटी) द्वारा मान्यता प्राप्त स्टार्टअप को ईएमडी भुगतान से छूट दी जाएगी, बशर्ते वे उद्धृत की जा रही वस्तु के लिए पंजीकृत हों। सेवाओं की आपूर्ति के लिए बोली लगाने के मामले में बोलीदाता को प्रस्तावित सेवाओं का सेवा प्रदाता होना चाहिए।

9. The details of the bank account of the Bank are furnished below नाबार्ड के बैंक खाते का विवरण नीचे दिया गया है: -

Name of Account: National Bank for Agriculture and Rural Development
Account Number (VAN): NABADMN06
Bank Name: NABARD
Branch Name: HEAD OFFICE, MUMBAI
IFS Code: NBRD0000002

10. The EMD of unsuccessful tenderers will be returned to on or before the 30th day after the award of the contract. In case of two packet bid, EMD of unsuccessful tenderers during first stage i.e. technical evaluation etc. will be returned within 30 days after declaration of results of first stage i.e. technical evaluation. No interest shall be payable on EMD. The Bank's decision in the case shall be final and binding.

असफल बोलीदाताओं की ईएमडी अनुबंध दिए जाने के 30वें दिन या उससे पहले वापस कर दी जाएगी। दो पैकेट बोली के मामले में, पहले चरण यानी तकनीकी मूल्यांकन के दौरान असफल बोलीदाताओं की ईएमडी पहले चरण यानी तकनीकी मूल्यांकन आदि के परिणामों की घोषणा के 30 दिवस में वापस कर दी जाएगी। ईएमडी पर कोई ब्याज देय नहीं होगा। मामले में बैंक का निर्णय अंतिम और बाध्यकारी होगा।

11. EMD shall be forfeited:

- If a tenderer withdraws or alters his offer during the period of validity of the tender.
- If the successful tenderer fails to provide Agreement, Indemnity Bond and Security Deposit (PBG) to the Bank as per format herein within 15 days from the date of award.

ईएमडी जब्त कर ली जाएगी:

- यदि कोई निविदाकर्ता निविदा की वैधता अवधि के दौरान अपना प्रस्ताव वापस लेता है या उसमें परिवर्तन करता है।
- यदि सफल बोलीकर्ता आदेश की तिथि से 15 दिनों के भीतर प्रारूप के अनुसार बैंक को अनुबंध, क्षतिपूर्ति का वचन और सुरक्षा जमा (पीबीजी) प्रदान करने में विफल रहता है।

12. The validity of the offer shall be 90 days from the date of opening of the tenders. The period may be extended by mutual agreement.

ऑफर की वैधता बोली खोलने की तारीख से 90 दिनों की होनी चाहिए। यह अवधि आपसी सहमति से बढ़ाई जा सकती है और निविदाकर्ता इस अवधि के दौरान निविदा वापस नहीं लेगा या उसमें कोई परिवर्तन नहीं करेगा अन्यथा ईएमडी जब्त कर ली जाएगी।

13. EMD of successful tenderer shall be converted to Performance Security Deposit (SD) or returned if PBG/FDR endorsed in the name of "The Joint Director, Bankers Institute of Rural Development, Kolkata" of same amount, i.e., ₹14,000/- is received within 15 days of intimation of acceptance of his tender. In later case, EMD of successful tenderer shall be refunded within 30 days of receipt of PBG/FDR. No interest shall be payable on EMD or SD. The Performance Security shall be valid for 60 days from the date of completion of all

contractual obligations of the successful Tenderer, including warranty obligations, if any. SD is liable to be forfeited in case the consultant commits breach of any of the terms and conditions of the contract or fails to commence or complete supplies/services/works within period stipulated by the Bank or as per satisfaction of the Bank. BIRD's decision in the above case shall be final and binding.

13. सफल निविदाकर्ता की ईएमडी को परफॉरमेंस सिक्योरिटी डिपॉजिट (एसडी) में बदल दिया जाएगा या वापस कर दिया जाएगा, यदि समान राशि यानी ₹14,000/- का पीबीजी/एफडीआर “संयुक्त निदेशक, बैंकर्स इंस्टीट्यूट ऑफ रूरल डेवलपमेंट, कोलकाता” के नाम पर स्वीकृत किया गया हो, जो उसकी निविदा की स्वीकृति की सूचना के 15 दिनों के भीतर प्राप्त हो जाता है। बाद के मामले में, सफल निविदाकर्ता की ईएमडी पीबीजी/एफडीआर की प्राप्ति के 30 दिनों के भीतर वापस कर दी जाएगी। ईएमडी अथवा एसडी पर कोई ब्याज देय नहीं होगा। परफॉरमेंस सिक्योरिटी सफल बोलीदाता के सभी संविदात्मक दायित्वों को पूरा करने की तारीख से 60 दिवस की अवधि के लिए वैध रहेगी, जिसमें वारंटी दायित्व, यदि कोई हो, भी शामिल है। यदि परामर्शदाता अनुबंध की किसी भी शर्त का उल्लंघन करता है या नाबार्ड द्वारा निर्धारित अवधि में या नाबार्ड की संतुष्टि के अनुसार आपूर्ति/सेवाएं/कार्य शुरू करने या पूर्ण करने में विफल रहता है तो तो एसडी जब्त किया जा सकता है या पीबीजी लागू किया जा सकता है। उपरोक्त मामले में बर्ड का निर्णय अंतिम और बाध्यकारी होगा।

14. The Tenderer must include in their prices quoted for all duties, royalties, GST, cess, and sales tax, works contract tax or any other taxes or local charges, transportation charges, labour charges, contractor's margin, etc. No extra claim on any account shall in any case be entertained. The rates quoted by the successful tenderer would remain firm until the end of the contract/renewal period, whichever is applicable else Security Deposit will be forfeited or PBG/FDR will be invoked. The amounts should be in both figures and words. When the amount of an item is not worked out by the tenderer or it does not correspond with the rate written, then the rates quoted by the tenderers shall be taken as correct.

निविदाकर्ता को अपने उद्धृत मूल्यों में सभी शुल्क, रॉयल्टी, जीएसटी, उपकर और बिक्री कर, कार्य अनुबंध कर या किसी अन्य कर या स्थानीय शुल्क, परिवहन शुल्क, श्रम शुल्क, ठेकेदार का मार्जिन आदि शामिल करना होगा। इस सम्बन्ध में कोई अतिरिक्त दावा किसी भी परिस्थिति में स्वीकार नहीं किया जाएगा। बोलीदाता द्वारा उद्धृत दरों में मात्रा के बिल (मूल्य बोली) में दर्शाए अनुसार अलग से जीएसटी (जैसा लागू हो) सहित प्रति यूनिट आधार दर शामिल होनी चाहिए। सफल बोलीदाता द्वारा उद्धृत दरें अनुबंध अवधि के अंत तक या नवीनीकरण अवधि तक जो भी लागू हो तक दृढ़ रहेंगी अन्यथा सुरक्षा जमा/आरएमडी जब्त कर ली जाएगी या पीबीजी/ एफडीआर लागू कर दिया जाएगा। राशि अंकों और शब्दों दोनों में होनी चाहिए। जब बोलीदाता द्वारा किसी वस्तु की राशि निर्धारित नहीं की जाती है या वह लिखित दर के अनुरूप नहीं होती है, तो बोलीदाता द्वारा उद्धृत दरें ही सही मानी जाएंगी।

15. To ensure due performance of the contract, Retention Money Deposit (RMD) at 5% of individual work and as per actual remuneration will be deducted as Security Deposit from the bill. RMD will be refunded within 60 days after expiry of Defect Liability Period (DLP), which is generally one year after completion of work and could be modified by the Bank as per site conditions. No interest shall be paid on RMD. The Bank's decision in the case shall be final and binding.

अनुबंध का उचित निष्पादन की सुनिश्चितता बावत, प्रत्येक कार्य के वास्तविक पारिश्रमिक का 5% के अनुसार रिटेंशन मनी डिपॉजिट (आरएमडी) सुरक्षा जमा के रूप में बिल से काटा जाएगा। दोष दायित्व अवधि (डीएलपी) की समाप्ति के 60 दिवस के भीतर आरएमडी वापस कर दिया जाएगा, जो आम तौर पर काम पूरा होने के एक साल बाद होता है और साइट की स्थितियों के अनुसार बैंक द्वारा संशोधित किया जा सकता है। आरएमडी पर कोई ब्याज नहीं दिया जाएगा। मामले में बैंक का निर्णय अंतिम और बाध्यकारी होगा।

16. As per CVC, the tenderers are required to execute pre-bid pre-contract Integrity Pact on non-judicial stamp paper of ₹200/- as per format attached with the tender notice and upload on GeM portal failing which the tender will be rejected. The cost of the stamp duty and related charges shall be borne by the agency.

सी.वी.सी. के अनुसार, निविदाकर्ताओं को निविदा सूचना के साथ संलग्न प्रारूप के अनुसार 200/- रुपये के गैर-न्यायिक स्टाम्प पेपर पर पूर्व-बोली-पूर्व-अनुबंध सत्यनिष्ठा समझौता निष्पादित करना होगा तथा उसे जी.ई.एम. पोर्टल पर अपलोड करना होगा, अन्यथा निविदा अस्वीकार कर दी जाएगी। स्टाम्प ड्यूटी और संबंधित शुल्क की लागत एजेंसी द्वारा वहन की जाएगी।

17. The selected agency shall enter into an Articles of Agreement and provide Indemnity Bond on ₹200/- non-judicial stamp paper each as per Bank's standard formats. The cost of the stamp duty and related charges shall be borne by the agency.

चयनित एजेंसी बैंक के मानक प्रारूपों के अनुसार समझौते के लेख और क्षतिपूर्ति वचनबद्धता ₹200/- के गैर-न्यायिक स्टाम्प पेपर पर प्रत्येक प्रदान करेगी। स्टाम्प ड्यूटी और संबंधित शुल्क की लागत एजेंसी द्वारा वहन की जाएगी।

18. This Notice Inviting Tender (NIT) shall also form part of the Tender Notice.

निविदा आमंत्रित करने वाली यह सूचना (एनआईटी) भी निविदा दस्तावेज का हिस्सा होगी।

19. Tenders which do not fulfill eligibility criteria or any of the Bank's terms & conditions or are incomplete in any respect, or any of the required documents is missing or unsigned, or prescribed formats not used, the tender shall be considered invalid and rejected by the Bank at its discretion. Tenders containing false and/or incomplete information and/or any additional/different terms & conditions proposed by tenderer shall be treated as rejected unless expressly assented in writing by the Bank.

निविदाएं, जो पात्रता मानदंडों अथवा नाबार्ड की किसी नियम और शर्तों को पूरा नहीं करती हैं या किसी भी प्रकार से अधूरी हैं, अस्वीकृत कर दी जाएंगी। गलत और/या अपूर्ण जानकारी और/या निविदाकर्ता द्वारा प्रस्तावित कोई अतिरिक्त/भिन्न नियम व शर्तें वाली निविदाएं अस्वीकृत मानी जाएंगी, यदि नाबार्ड द्वारा लिखित रूप में स्पष्ट रूप से सहमति न दे दी जाए। बोलीदाता को बोली भरने के लिए केवल "निविदा सूचना" में निर्धारित प्रारूप का ही उपयोग करना होगा। यदि कोई दस्तावेज गुम या अहस्ताक्षरित है, तो बोली को अवैध माना जाएगा और नाबार्ड अपने विवेक से अस्वीकार कर देगा।

20. Canvassing or cartelization in connection with the tender is strictly prohibited and the tender submitted by any agency or agencies who resort to canvassing or cartelization shall be liable to rejection.

निविदा के संबंध में प्रचार या गुटबाजी पूर्णतया प्रतिबंधित है तथा प्रचार या गुटबाजी करने वाली किसी भी एजेंसी या एजेंसियों द्वारा प्रस्तुत निविदा अस्वीकृत की जा सकेगी।

21. The Bank reserves the right to accept or reject any or all tenders, in whole or in part of any firm / firms without assigning any reasons whatsoever and it is not binding on the part of the Bank to accept the lowest (L1) or any tender. Failure to select a tenderer by the Bank shall not make the Bank liable to pay any claim.

नाबार्ड बिना कोई कारण बताए किसी भी फर्म/फर्मों की कोई भी या सभी निविदा को पूर्णतया या आंशिक रूप से स्वीकार या अस्वीकार करने का अधिकार सुरक्षित रखता है और सबसे कम (एल1) या किसी भी निविदा को स्वीकार करना नाबार्ड के लिए बाध्यकारी नहीं है। नाबार्ड द्वारा बोली लगाने वाले का चयन करने में विफलता नाबार्ड को दावे का भुगतान करने के लिए उत्तरदायी नहीं बनाएगी।

22. The Bank reserves the right to, but without being under any obligation to do so, change/modify/amend/delete/add any or all provisions of the tender document. Such revision/amendment or corrigendum/addendum, if any, will be made available on the Bank's website and GeM portal, if required.

नाबार्ड किसी भी या सभी प्रावधानों को बदलने/संशोधित/हटाने या निविदा में प्रावधान जोड़ने का अधिकार सुरक्षित रखता है, लेकिन ऐसा करने के लिए किसी भी दायित्व के अधीन नहीं है। ऐसा संशोधन या शुद्धिपत्र/परिशिष्ट, यदि कोई हो, आवश्यकता पड़ने पर केवल नाबार्ड की वेबसाइट और जेम पोर्टल पर उपलब्ध कराया जाएगा।

23. The Bank reserves the right to annul the Tender process at any time prior to the contract award without incurring any liability towards any agency.

नाबार्ड एजेंसियों के प्रति कोई दायित्व उठाए बिना अनुबंध अस्वीकृति से पहले किसी भी समय निविदा प्रक्रिया को रद्द करने का अधिकार सुरक्षित रखता है।

24. If a tenderer alters/withdraws his tender before or after award of the work or fails to provide Agreement, Indemnity Bond and Security Deposit (PBG/FDR) to the Bank as per format herein within 15 days from the date of award, he will not be allowed to participate in the event of any re-tender.

यदि कोई निविदाकर्ता कार्यदिश दिए जाने से पहले या बाद में अपनी निविदा में परिवर्तन करता है/वापस लेता है या कार्यदिश के 15 दिवस में प्रारूप के अनुसार अनुबंध, क्षतिपूर्ति प्रतिबद्धता और सुरक्षा राशि (पीबीजी/ एफडीआर) जमा करने में विफल रहता है, तो उसे किसी भी पुनः निविदा की स्थिति में भाग लेने की अनुमति नहीं दी जाएगी।

25. No correspondence with the tenderer will be entertained after the due date of submission of tender documents unless called for by the Bank.

निविदा दस्तावेज प्रस्तुत करने की नियत तिथि के बाद बोलीदाता से प्राप्त कोई भी प्रतिक्रिया या संचार को सख्ती से अमान्य माना जाएगा जब तक कि नाबार्ड द्वारा न बुलाया जाए।

26. The purpose of this Tender Notice is to provide agencies with information to assist formulation of their tenders. The Bank makes no assertion or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender. Each agency should conduct their own investigations and analysis to check accuracy, reliability and completeness of information in this Tender Notice and, wherever necessary, may obtain clarification from the Bank.

इस निविदा सूचना का उद्देश्य एजेंसियों को उनके निविदा तैयार करने में सहायता के लिए जानकारी प्रदान करना है। नाबार्ड इस निविदा की सटीकता, विश्वसनीयता या पूर्णता के संबंध में कोई दावा या वारंटी नहीं देता है और किसी भी कानून, कानून, नियम या विनियमन के तहत कोई दायित्व नहीं लेगा। प्रत्येक एजेंसी को इस निविदा सूचना में दी गई जानकारी की सटीकता, विश्वसनीयता और पूर्णता की जांच करने के लिए अपनी स्वयं की जांच और विश्लेषण करना चाहिए और जहां भी आवश्यक हो, नाबार्ड से स्पष्टीकरण प्राप्त कर सकता है।

27. The tender must be filled in English. बोली अंग्रेजी में भरी जानी चाहिए।

28. In case of any confusion/ doubt with regards to interpretation, the English version shall prevail.

व्याख्या के संबंध में किसी भ्रम/संदेह की स्थिति में, अंग्रेजी संस्करण मान्य होगा।

भवदीय Yours faithfully

Sd/-

सुद्युम्न पाल (Sudyumna Pal)

उप महाप्रबंधक Deputy General Manager

FORM OF TENDER
(On Company's Letterhead)

No.

Date

Joint Director
Bankers Institute of Rural Development (BIRD)
Abhilasha-I, 6, Royd Street
Kolkata-700016

Dear Sir,

**Tender for Appointment of Architect/Consultant for Structural Repairs, other Repairs/Renovation and
Procurement/e-Procurement of Civil/Interior/ Electrical/ HVAC/Electronics/ ITES
Supplies/Services/Works at BIRD, Kolkata for 01 July 2025 to 30 June 2027**

I/We have carefully read and clearly understood the NIT No. _____ dt. _____ and contents such as pre-qualification criteria, nature and scope of work, terms and conditions, etc. I/We have visited the site, conducted survey of existing conditions and obtained all clarifications from the Bank upto our full satisfaction. I/We hereby offer to complete the supplies/services/works specified in the Tender Notice as per schedule and manner specified by the Bank and at the rates mentioned by us in the Tender.

I/We nominate Shri/Smt./Ms. _____, designated as _____ of our company to participate in the bidding process and provide acknowledgements, endorsements and credentials under his/her signature and company stamp as per requirement of the Bank. The Bank may contact him/her for any matter relating to the bidding and execution of contract.

We, hereby agree that we will honour the bids placed by him/her on behalf of the company and abide by and fulfill all terms and conditions of the contract as applicable or in default thereof, the Bank may forfeit the EMD/SD and/or RMD and/or pay amount to the Bank as mentioned in the said conditions. We agree and understand that the Bank may debar us from participating in future tenders in the event of non bona fide Technical bid or any technical or other delinquency on our part in regard of which the decision of the Bank shall be final and conclusive.

I/We agree to notify the Bank of any changes in the following particulars as and when they occur and to verify and confirm these.

I/We understood that the Bank has a right to cancel the tender or reject the offer either in full or in part without assigning any reason thereof.

I/We do hereby declare that information furnished by me/us in the tender are correct to the best of my/our knowledge and belief.

The PAN of signatories are enclosed.

Yours faithfully,

Signature of Authorised Person
Designation

Seal and Signature
Director or Principal Officer

ACKNOWLEDGEMENT OF PARTICIPATION IN PRE-BID MEETING

Pre-Bid Meeting on _____ attended by Shri/Smt./Ms. _____,
Designation _____, on behalf of _____.

Sign and Seal of the Bank

PRE-QUALIFICATION CRITERIA

1. Intending tenderers are required to submit their full biodata giving details about, inter alia, their organization, qualification and experience of technical personnel, experience and financial standing, etc. in the enclosed form which will be kept confidential.
2. The tenderer shall fulfil the following eligibility criteria for participating in the tender. Non-submission of documents shall make the bid liable for rejection.

No.	Title	Description	To be filled by the Tenderer	
			Value	Enclosed (Yes/No)
1	Nature of Firm	Govt., Semi-Govt., Public, Private, Partner, Proprietor, Any Other		
2	EMD deposited	Proof of remittance or exemption applied		
3	Service Provider of Category	Registration, Incorporation, MOA/AOA, Udyam Certificate, NSIC, Trade License, Quality Certificate, etc. The tenderer should be Service Provider of relevant category as per National Industrial Classification 2008.		
4	Startup	Startup Certificate		
5	Initiation Yr.	Year of Commencement of Business		
6	Registration	Valid registration with Indian Institute of Architects or Institution of Engineers, Council of Architecture, or any such Professional body related to the Consultant's field of working etc. The registration with the above professional body should remain valid during the tenancy of the contract. The copy of membership or Identity card to be enclosed.		
7	HO/Branch Office Location	The contractor/firm must have their HO /local branch office in Kolkata/ North 24 Parganas/ South 24 Parganas/ Howrah. Local address proof, viz. Municipal receipts, postpaid connections, 2 months' Bank Statement, etc.		
8	Financials	2 months' Bank Statement with local address, GSTIN, PAN, etc.		
		ITRs with acknowledgement financial years ending 2022 to 2024		
		The firm should have positive net worth during 2022 to 2024. Minimum Average Annual Turnover of the tenderer (For the last 3 years ending 31.03.2024) should be at least ₹100 lakhs. The Audited Balance Sheets and P&L Statement of last three years shall be submitted.		
9	Escalation Matrix	Customer Redressal Mechanism with phone numbers and email IDs		
10	List of Professionals	The applicant should have at least 01 Architect, 01 Civil Engineer, 01 Electrical/Electronic Engineer having minimum 03 years' experience and other personnel with efficiency in procurement/e-procurement of civil/electrical/ electronic/ ITES supplies and works). The organizational set up of the firm including names, qualifications and experience of partners/Associates and personnel to be enclosed as per the enclosed format		

No.	Title	Description	To be filled by the Tenderer	
			Value	Enclosed (Yes/No)
11	Experience	<p>Conducted Structural Repairs, other Repairs/Renovation and Procurement/e-Procurement of Civil / Interior / Electrical / Electronics / ITES supplies and works such as Access Control, Fire Alarm, Fire Fighting, EPABX, etc. in last 7 years as on 31.03.2025.</p> <p>Experience of having successfully completed/ongoing similar works in last 7 years should be either of following:</p> <p>a. three similar completed/ongoing works whose individual work value is costing not less than ₹100.00 lakhs.</p> <p>b. two similar completed/ongoing works whose individual work value is costing not less than ₹125.00 Lakhs.</p> <p>c. one similar completed/ongoing works whose individual work value is costing not less than ₹200.00 Lakhs.</p> <p>Following documents should be submitted:</p> <p>a. Copy of work order(s)/Contract document(s), and/or</p> <p>b. Satisfactory Completion / Performance / Commendation Certificate (s) from client/s and/or</p> <p>c. Copy of duly certified bill(s)/Invoice from client/s and/or</p> <p>d. Empanelment Letters from clients for executing similar works during the last three years.</p>		
11	Others as per given formats	<p>a. Form of Tender with the Bank's acknowledgement of pre-bid meeting (The signatory should possess Authorisation / Regd. POA and signature/s should match as per PAN card)</p> <p>b. Organisation Profile with Bank Details</p> <p>c. Undertaking of Legal and Financial Eligibility (Non-Blacklisting & Financial Capacity)</p> <p>d. Integrity pact on ₹200/- non-judicial stamp paper.</p>		

3. The tenderers who fulfill pre-qualification criteria with necessary experience and submit all necessary documents will only be considered. In the event of their failure to do so, i.e., non-compliance of any of the criteria, the Bank will summarily reject the Tender without any intimation or assigning any reason. The Bank reserves the right to verify /evaluate the claims made by the Tenderer independently.

4. Confidential reports from the clients of the tenderers may be obtained by the Bank or officers may be deputed by the Bank to inspect the work done and meet the clients/clients' representatives as part of technical qualification.

5. Relaxation of norms for Startups and Micro and Small Enterprises (MSEs)

i. The condition of minimum years of prior experience and turnover is relaxed for all startups and MSEs subject to meeting of quality and technical specifications subject to fulfilment of criteria in the tender notice and Government of India guidelines issued from time to time.

ii. MoF-GoI vide OM No. F.20/2/2014-PPD(Pt.) dt. 20-09-2016, advised the central ministries/ departments to ensure that criteria of prior turnover and prior experience for all Startups is relaxed subject to their meeting of quality and technical specifications. As per explanatory note to the concerned GOs – if favourable technical capability reports obtained earlier on such firms as per the required specification is available, these may be considered for granting relaxation to the criteria of prior experience and prior turnover provided that the date of such reports are not more than one year from the date of opening of bids.

iii. Aforesaid startups and MSEs shall provide evidence amongst any of the following to establish quality and technical capability.

- three similar works valuing not less than ₹100.00 lakh; or
- two similar works valuing not less than ₹125.00 lakh; or
- one similar work valuing not less than ₹200.00 lakh.”

6. Grounds of Disqualification and Blacklisting:

Notwithstanding anything contained in this document, any/selected Tenderer may be disqualified when–

- a. Blacklisted or otherwise debarred by Reserve Bank of India/Central Government/State Government/any Bank/Financial Institution/Central or State Undertaking or Corporation/Regulatory or Statutory Authority as on date of the publication of this Tender.
 - b. Involved in any major legal proceedings, arbitration, or disputes that could affect ability to execute contracts or financial obligations or fail to comply with any statutory, regulatory or legal requirements.
 - c. Whose Contract/Agreement with any Reserve Bank of India/Central Government/State Government/any Bank/Financial Institution/Central or State Undertaking or Corporation/Regulatory or Statutory Authority has been terminated before expiry of the Contract/Agreement for breach of any terms and conditions at any point of time during the last seven years.
 - d. Failure to maintain adequate liquidity and financial capacity to fulfill contractual and financial commitments or exhibits outstanding defaults, loan repayment failures, or non-performing assets (NPAs) with any financial institution or financial records are not duly audited and/or compliant with accounting and regulatory standards.
7. If required, the Bank may obtain reports on past performance of the Tenderer from his clients and bankers to evaluate the said reports before awarding the contract. If any Tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found not satisfactory, the Bank reserves the right to reject his tender even after qualifying. The Bank is not bound to assign any reason for rejecting the tender.

8. **Evaluation Criteria:** Bids shall be evaluated based on Quality Cum Cost Based Selection (QCBS) methodology. The weightage for the 'Technical Parameters' is 70% and the weightage for the 'Quoted Price' is 30%. The maximum marks to be allocated against various sub-sections under 'Technical Parameters' shall be as hereunder:

Evaluation Matrix for 'Technical Score'

No.	Particulars	Marks		Documents Required
		Max.	Obt.	
1.	Experience of the Firm/ Company			Registration, Partnership Deed, POA, GST, PAN, 3 months' bank statement for local address proof, Udyam Certificate/ NSIC/DPIIT, Trade License, etc.
	7 years or more completed	15		
	At least 5 years but less than 7 years completed	10		
	Less than 5 years completed	0		
2.	Technical qualified persons with the firm			Academic certificates, membership, registrations, experience certificates, commendation letters, etc.
	More than 01 B.Arch., 02 B.Tech. Civil and 01 B.Tech. Electrical/Electronic or higher qualification	15		
	At least 01 B.Arch., 02 B.Tech. Civil and 01 B.Tech. Electrical/Electronic or higher qualification	10		
	Less than 01 B.Arch., 02 B.Tech. Civil and 01 B.Tech. Electrical/Electronic or higher qualification	0		
3.	Value of completed/ongoing largest single project during last 7 years			Work orders, completion/performance certificates, commendation letters, etc.
	₹200 lakh or more	15		
	At least 150 lakhs but less than ₹200 lakh	10		
	At least ₹100 lakh but less than ₹150 lakh	5		
	Below ₹100 lakh	0		

No.	Particulars	Marks		Documents Required
		Max.	Obt.	
4.	Number of completed/ongoing projects ₹100 lakh and above during last 7 years			Work orders, completion certificates, commendation letters, etc.
	10 Projects or more	15		
	At least 5 projects but less than 10 projects	10		
	Less than 5 projects	5		
5.	Average annual turnover during last 3 years			CA Certificate indicating average annual turnover details, Audited Balance Sheet and Profit and Loss Account/IT Returns of last three year.
	₹100.00 lakh or more	15		
	At least ₹50.00 lakh but less than ₹100.00 lakh	12		
	At least ₹20.00 lakh but less than ₹50.00 lakh	10		
	At least ₹10.00 lakh but less than ₹20.00 lakh	7		
	At least ₹5.00 lakh but less than ₹10.00 lakh	5		
	Less than ₹5.00 lakh	0		
6.	Empanelment Status			Empanelment Letter
	Empanelment with RBI/DFI/NABARD/ Public Sector Banks/CPSE/SPSE/ Govt./ Semi-Govt. / Autonomous/State Govt.	10		
	At least 02 successful work completion certificate from any of the empanelling organization during the period of empanelment	15		Work order along with proof of work completion certificate.
	No Empanelment	0		
7	Structural Audit			
	Conduct of more than 01 Structural Audit of at least 04 storied building (G+3 floors) and subsequent repairs related to it in the past 07 years	10		
	Conduct of 01 Structural Audit of at least 04 storied building (G+3 floors) and subsequent repairs related to it in the past 07 years	05		
	No Structural Audit work done	00		
	Total	100		

Figures not to be rounded off.

Note for above:

- The Technical Bids meeting the minimum qualifying marks of 60 marks as above shall be called 'Qualified Bids' and shall be eligible for financial evaluation of the bid.
- Please note that in case at least three bids meeting 60 qualifying marks are not received, the Bank reserves its right for providing additional relaxation for minimum marks by maximum 10 (new norm at 50). Bids not meeting the minimum qualifying marks after such relaxation too shall be rejected.
- 'Qualified Bids' shall be considered for further evaluation as per the Evaluation Criteria given below:
 - Price Bids shall be evaluated considering the price quoted for all services excluding GST.
 - Quoted price must include all liabilities and taxes including statutory liabilities excluding GST, which shall be quoted separately in the Price Bid format.
 - To ascertain the Inter-se-ranking of the bids, the Quality & Cost Based Selection (QCBS) methodology as mentioned below shall be adopted:

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

B = Evaluated Bid Price of the tenderer

C1 Low = The lowest of the evaluated bid prices among the responsive bids for parameters on % basis

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

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

Thigh = The highest mark scored against “Quality” criteria among all responsive bids

X = 0.15 (The weightage for ‘Quoted price for % quote’ is 15%)

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

Z = 0.70 (The weightage for ‘Quality’ is 70%) The Evaluated Bid Score (B) shall be considered up to two decimal places.

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

Sign and Seal of the Tenderer

Place

Date

SCOPE OF WORK

The Consultant shall render the following services in connection with the Bank's proposed structural repairs, other repairs/renovation and procurement/e-procurement of civil/electrical/electronic/ITES goods and works:

1. All deliverables are intended for the Bank's use in accordance with the applicable Statement of Work or Scope of Work under which they are provided.
2. The Consultant shall provide consulting Services at the Bank's premises / offsite as per Schedule of Work / requirements which may be amended from time to time by the Bank during the contract period and it shall always form part and parcel of the Contract. The Consultant shall abide by such assignments as provided by the Bank from time to time.
3. As per the Bank's instructions, study requirements, visit site, prepare layout plans/sketch designs including 3D sketch, wherever required which shall be in accordance with local governing codes / standards, regulations, etc. and also in line with the Bank's guidelines (including carrying out necessary revisions till the layout plans are finally approved by the Bank), model of the scheme, prepare cost estimates (bill of quantities) based on latest schedule of rates / market rate for various works/goods/services substantiated by rate analysis for major/unusual items.
4. Prepare architectural and working drawings, make structural calculations, and prepare all structural, mechanical, sanitary, plumbing, drainage, lift and electrical drawings, specifications, detailed estimates of cost and furnish such other particulars as may be necessary for preparation of the bill of quantities.
5. Discuss with the Bank for finalization of estimates, prepare and submit detailed project report on the scheme to enable the Bank to take a final decision on the sketch designs (if required) and estimates.
6. Submit a proper program chart incorporating all activities required for completion of the proposed work well in time. The program should also include various stages of services to be done by the Consultant in co-ordination with the Bank.
7. Prepare and submit required drawings on receipt of approval of the Bank to the sketch schemes to the Municipality and/or other local authorities and obtain their approval/sanction wherever required.
8. Submit an annual schedule of works / services along with annual budget based on various activities/goods/works/services to be procured/undertaken. Prepare detailed working drawings and detailed estimates and all such other particulars as may be necessary for preparation of bill of quantities.
9. Prepare detailed tender documents for general building works and other trades, such as water supply and sanitary installations, electrical installations, lifts, firefighting system, HVAC, fire alarm, false ceilings, ceiling insulations, water proofing, hardware fittings, water softening and chlorinating plants, tube well, gardening and landscaping work, etc. complete with articles of agreement, special conditions, conditions of contract, specifications, bill of quantities including detailed analysis of rates based on market rates, time, and progress charts, etc. Standardised copies of tender forms (excluding schedule of quantities) will be supplied by the Bank and the Consultant shall incorporate therein the schedule of quantities, drawings, and other information necessary for preparation of the detailed tender documents.
10. All procurement/works shall be completed as required, and the consultant may not claim that the value of the procurement/works exceeds a specified amount.
11. Invite tenders for all trades and submit assessment reports thereon, together with recommendations specifying abnormally high and low rated items. Prepare the contract documents for all trades and getting them executed by the concerned contractors. All commercial conditions shall be evaluated in financial terms instead of merely saying whether a condition may be accepted or not. When conditions are not susceptible to evaluation, alternative procedure of calling all tenderers for negotiation and asking them to submit a final bid based on terms and conditions acceptable to the Bank may be adopted.
12. The Consultant shall be responsible for operations in Government procurement portals such as GeM, CPPP, etc. for identification/specification of goods/services/works, order placement, viz. Direct Purchase, Comparison, custom bid, open tender, etc., evaluation, coordination with authorities, problem solving, etc.
13. Submit assessment reports on bids/tenders received for various goods/works/services along with comparative statement and recommendations for award of work.
14. Prepare contract documents for all goods/works/services and getting them executed by the concerned contractors and Bank. Prepare and supply for use of the Bank, the contractor and site staff, 4 certified copies

of the contract documents including all drawings, specifications, item rates or other particulars and such further details and drawings as are necessary for proper execution/commission of goods/works/services.

15. Assume full responsibility for structural design and other specialised services including correctness of quantities and specifications provided in the bid/tender. Assure effective economy and avoid wastage/wasteful expenditure.
16. Assume full responsibility for supply of material as per technical specifications, supervision and proper execution/commission of all goods/services/works with special reference to quality, stability and structural safety by general and specialist contractors who are engaged from time to time including control over quantities during execution to restrict variation, if any, to the minimum.
17. Execute projects within set time and cost frames by following approved methods for monitoring, viz. PERT/Bar Chart, etc. and assume responsibility for timely completion and ensure proper quality of work through their Engineers posted at site.
18. Ensure quality of works executed by undertaking necessary quality control measures. Ensure that all tests are carried out at site as per tender stipulations and that test reports conform to relevant BIS specifications. Take remedial measures and appropriate action in cases where test reports are not conforming to BIS specifications.
19. The Consultant shall not authorize any deviations or substitutions in the goods/services/works without working out the financial implication, if any, to the Contractor and without obtaining prior approval of the Bank.
20. Assist the Bank in appointing a full time / temporary site Engineer / Consultant for supervision of construction, interior furnishing and guiding the Site Engineer / Consultant, if required.
21. Visit the site as and when necessary or with prior intimation to the Bank, during design/execution stage to issue necessary modifications to the drawings and other clarifications as and when required by the Bank. Associate with the Project Management Consultant (PMC) and supplement necessary technical guidance, issue working drawings, etc. for execution/commission of goods/services/works.
22. Assist the Bank in approving samples of various fittings, fixtures and material to be used.
23. Undertake/Check measurements of work at site jointly with the contractor or his representative, ensure maintenance of records like Measurement Book, Site order book, Deviation Register etc., check contractors' bills, issue periodical certificates for payment so as to enable the Bank to make payments to the contractors. Ensure that necessary registers are maintained at site by periodical verification.
24. Submit detailed accounts of steel, cement and any such other material as the bank may specify, and certify the quantities utilised in the works.
25. Attend site meetings, record minutes of such meetings and circulate the same amongst the concerned parties in good time. The minutes of such meetings shall reach the Bank within 03 days from the date of such meeting.
26. Assist in obtaining necessary water supply, electric, drainage, sewerage etc. connections from local authorities.
27. Check Contractor's bills, issue periodical certificates for payments, and passing and certifying accounts, to enable the Bank to make payments to the Contractors and adjustments of all accounts between the Contractors and the Bank. The Consultant shall assume full responsibility for all measurements certified by them. A recommended certification proforma for the purpose is given below:

“Certified that the various items of work claimed in this running bill/final bill by the Contractors have been completed to the extent claimed and at approved rates and that the items are in accordance with and fully confirming to the standard / prescribed specifications and hence the bill is recommended for payment of Rs.....(Rupees.....)”
28. Obtain approval of Municipality and such other authority for completed goods/services/work wherever required and assist in obtaining refund of deposit, if any, made by the Bank to the Municipality or any such other authority.
29. Appear on behalf of the Bank before the local authority/authorities in connection with the final settlement of the initial ratable value of the building/s and rendering advice in the matter to the Bank.

30. The Consultant must submit the progress report of the works being executed on fortnightly basis for review of the Bank.
31. The Consultant shall be wholly and solely responsible for successful completion/commission of goods/services/work in all respects consistent with safety and structural stability from inception upto handing over for occupation to the Bank.
32. Supply on completion of the project, three copies along with soft copies of all "As built drawings" in respect of layout, floor plans, sections, elevations, structural designs, services, and all working details. In addition, one set of all floor plans, sectional, elevational and layout plans showing all external services including streetlight, if required, shall be submitted on cloth tracing/polyester films, etc.
33. The Consultant shall assist the Bank in all arbitration proceedings between the Contractors and the Bank and defend the Bank in such proceedings.
34. The Consultant shall submit a Self-Assessment Report every year for review by the Bank.
35. Attend meetings/discussions in HO/RO/TE of the Bank whenever required to do so. Attend to necessary correspondence with the Contractors, HO/RO/TE of the Bank with a view to keep all concerned duly informed of progress, developments, decisions, supply of drawings, details, etc.
36. Any other services connected with goods/services/works usually and normally to be rendered by the Consultant but not referred to herein above.
37. The Consultant shall provide services to the Bank till the defects liability period of contractor is over and all dues of engaged contractors are fully settled.

TIME SCHEDULE FOR ASSIGNMENTS

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

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

Liquidated Damages:

#	Service level agreement	Deductions
1.	Delay in commencement of work	0.25% of the total contract value for delay of each week
2.	Delay in submission of deliverables as per agreed timelines	0.25% of the total contract value for delay of each week
3.	In case of repeated breach of beyond 3 instances in the entire contractual period	Termination of contract at the discretion of the Buyer

STAGES OF PAYMENT

1. The fees payable for the consultancy services will be linked to the value of project/s awarded by the Bank, for which the services of the Consultant have been sought. Hence, the fees or service charges must be quoted in percentage terms (upto 2 decimal points, *GST shall be paid extra as applicable*) for value of works executed by the Bank and for which services have been rendered by the Consultant. ***The maximum permissible limit for the percentage to be quoted is 3.5%.***
2. The rates quotes shall be all inclusive rates for rendering the services as defined in the “Scope of Work”. The “value of work” will be reckoned based on bill amount accepted by the Bank in respect of the executed works for which the consultancy services have been availed. No material price variation or wages escalation on any account whatsoever the compensation for force majeure, etc. shall be payable under the contract.
3. In addition, in order to facilitate the Consultant to have a steady stream of income to meet overheads, the Bank will be paying a fixed token amount within the overall limit of 3.5% on monthly basis. In other words, in any month where the Bank has not entrusted any work or utilized the services of the Consultant for limited purposes, the Bank will pay the amount of shortfall to the Consultant to have minimum fixed income as part of this appointment.
4. The Consultant may, with prior approval of the Bank and within his fees, engage services of specialist/s pertaining to the required services.
5. The cost of items which may be purchased by the Bank directly from supplier/s in case of any repair/renovation project will not be considered for payment of the Architect/Consultant’s fee.
6. The Consultant shall be paid fees as per stages mentioned hereunder.

(a)	After approval of sketch designs and Preliminary cost estimates.	10% of the fee based on agreed estimated cost
(b)	Preparation of necessary drawings and obtaining sanction of the Municipal and other concerned authorities wherever applicable and submission of priced schedule of quantities and detailed estimates with rate analysis.	25% of the fee based on agreed estimated cost, less payments made earlier.
(c)	Preparation of detailed tender documents, detailed working drawings, inviting tenders and submitting report/recommendations on the tenders received for award of the job.	50% of the fee based on the tender amount, less payments made earlier.
(d)	Supervising the work, certifying Contractors’ bills till the work are completed and submission of final certificate and obtaining completion certificates from Municipal and any other authorities wherever applicable. Submission of “as made” important drawings to the Bank as specified. The “Virtual Completion” of the work will be certified by the Consultant	95% of the fee based on the value of work executed; less payments made earlier.
(e)	Retention Money Deposit (RMD) at 5% of individual work and as per actual remuneration will be refunded within 60 days after expiry of Defect Liability Period (DLP), which is generally one year after completion of work and could be modified by the Bank as per site conditions. No interest shall be paid on RMD. RMD shall be released subject to the Consultant’s Certificate confirming satisfactory rectification of all defects pointed out during the Defect Liability Period.	100% of the fees based on the value of work, less payments made earlier.

Note:

1. *In case the work awarded involves only certain stages of project execution, payment for that part/stage only will be eligible for payment as per the above schedule. For example, if only supervision of works has been entrusted to, then payments will be made for only that part.*
2. *Depending upon size of the project, the Bank reserves it’s right to appoint consultants as per GFR guidelines and the Bank’s expenditure rules and quotations can be called for any work.*
3. *The Consultant shall depute sufficient number of technical personnel in the project for supervision, monitoring, quality control and measurements to ensure smooth progress of the project as scheduled. Changes in key personnel needs to be intimated to the Bank immediately.*
4. *Bank if desires could depute any empaneled agency to work at any designated location as deemed fit by the Bank office.*

5. *In case the Consultant fails to accept the offer, commence or complete a project, any tenderer with next higher total marks under QCBS selection process can be offered the project.*

SAFETY CODE OF THE CONTRACT

1. The Consultant shall be responsible for professional and technical competence of its personnel and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct. The Consultant shall deploy required number of professionals to ensure that the work is attended in time as per the scope of work of the tender, to the satisfaction of the Bank.
2. If required by the Bank, the Consultant shall provide suitable documentary proof for qualifications and experience of personnel deployed by them. The biodata, qualification, and experience of personnel deployed with the Bank should be certified by the Consultant for subsequent verification by the Bank on a case-to-case basis.
3. The Consultant shall ensure that the staff have high integrity, maintain discipline and do not in any manner, cause any interference, annoyance or nuisance to the Bank or its business or work or its officers / employees/ visitors, etc. The staff should be courteous, well-mannered and attentive. They should be conversant with the tenets of the trade.
4. The Consultant shall be responsible for and shall assume all risk and liabilities relating to its personnel and property.
5. The Consultant shall vouch safe bona fides, conduct and fidelity of the staff employed by them. Any damage caused wilfully or in negligence to the goods/services/works, shall be borne by them. The KYCs of the Consultant firm and staff to be deployed by the Consultant, if required, shall be submitted with the Bank.
6. The Consultant shall immediately remove from work any staff who is found to be failing in his duties or gross misconduct is found on his part or whose presence in premises is otherwise objectionable for any reason whatsoever or is in any manner unfit or unsuitable for service.
7. The Consultant or its staff should not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants / visitors at site or near the site of work.
8. The work should be carried out with least inconvenience to the staff members and visitors of the Bank. The workmen employed by the Consultant should abide by the rules and regulations of the Bank, especially in respect of working hours and interpersonal relation with the staff. Any staff not maintaining discipline/ decorum inside the premises shall be immediately removed from site.
9. No overtime allowance or any compensation of any other kind shall be payable by the Bank to any person including supervisor employed by the Consultant for duties at the said premises.
10. Smoking and chewing pan/tobacco/gutkha/any other drugs, consumption of alcohol, etc. are prohibited in the premises of the Bank. The Bank may require for immediate removal and replacement of staff of the Consultant found in drunken/inebriated state while discharging duties inside the office premises of the Bank, which the Consultant shall oblige.
11. The Consultant shall take all precautions to avoid accidents and causes of accidents. They must be careful regarding safety during working of his staff in the premises.
12. The staff of the Consultant will not be allowed to stay overnight in the said premises after their duty hours and they will not be entitled to kitchen/stay/housing facility in the premises of the Bank.
13. The Consultant or his staff shall not use the premises, properties, fixtures, fittings, etc. of the Bank for any purpose other than those expressly provided in this Tender or the subsequent contract.
14. During the course of contract, if any Consultant's personnel are found to be indulged in any corrupt practices, negligence or dereliction, causing any loss of revenue to the Bank, the Bank shall be entitled to levy penalty, recover the amount from Consultant's bill or invoke PBG or forfeit RMD or terminate the contract forthwith.

15. The Contractor shall ensure to provide alternate qualified workmen or replace with a standby in case any of the regular staff deployed is absent or on leave.
16. The Contractor shall provide documentary proof of police verification for each, and every personnel deployed with NABARD, if required by BIRD Kolkata and replacement, if any, shall also be brought into effect.
17. The Consultant shall ensure: -
 - a. That all instructions, guidelines and specifications issued to the Consultant by the Bank are clearly and effectively communicated by the Contractor to its personnel.
 - b. That all instructions, guidelines and specifications are strictly adhered to by the workmen and personnel of the Consultant so that the reputation of the Bank.
 - c. That no action of the Consultant and/or its personnel shall violate prevailing laws and regulations. The Consultant shall not engage any staff with criminal background against whom there is any complaint registered with the law enforcement agencies.
 - d. No person involved in any litigation against any of the offices of the Bank shall be deployed under any circumstances.
18. The Consultant shall extend necessary help to other Contractors engaged by the Bank under separate contract/s for their respective goods/services/works.
19. The Consultant shall at his own cost and expenses provide all the consumables / materials, labour, conveyance, etc. required for execution of the work covered by this contract to the entire satisfaction of the Bank.
20. The Consultant shall use necessary safety equipment and maintain all safety measures during execution of works and ensure compliance of safety code as per rules and regulations in force.
21. The Consultant shall at all times ensure that the services being provided under this Contract are performed strictly in accordance with all applicable laws, orders, byelaws, regulations, rules, standards, recommended practices, etc, and no liability in this regard will be attached to the Bank.

I/We agree to the safety conditions and to fully ensure compliance with the same.

Signature of the tenderer with seal

Place:

Date:

GENERAL TERMS AND CONDITIONS

1. The issue of letter of award of work in GeM and/or by the Bank shall be construed as a binding contract.
2. If the Consultant is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the Bank for fulfilment of the terms of contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without an intimation to the Bank.
3. The tenderer explicitly acknowledges that they are experts and fully competent in executing the work involved in the provision of the tendered job and accepts the responsibilities for performance of all provisions and terms and conditions of the tendered job.
4. The technical & financial specifications of all works/goods/services should comply with but not limited to the minimum criteria given under the relevant section of this tender notice, if any. The Bank reserves the right to accept or reject any tender based on deviations as per the discretion of the Bank, if any, from the technical specifications.
5. The Consultant shall not use logo, name, identity, or letterhead of the Bank and the relationship between the Consultant and the Bank being on principal-to-principal basis, the tenderer shall not hold himself/herself as an agent of the Bank, unless explicitly declared by the Bank.
6. The Consultant shall not use the Bank's address on their letterhead for the purpose of registration with any Government/Local Body or any other organisation or person and no tenancy shall be created by presence of their personnel on the Bank's premises.

7. Terms of Payment

- a. The fees will be calculated as percentage quoted on actual cost of works executed and supervised by the Consultant and paid to the contractors. The items of works, which are carried out by the Bank directly, shall be excluded from the aforesaid actual cost to be considered for calculation of fee. The Consultant's fee includes all expenses related with salaries of site Engineer, other officers/staff, Consultant fee and profits, local conveyance, TA, DA etc. for visiting to our office and site/s for review meetings/inspection of works.
- b. All payments will be made by the Bank based on GST invoice submitted by the Consultant and certified by the concerned official of the Bank to the effect that services are satisfactory, and the complaints conveyed to the Consultant are attended to as per the Scope of Work. The Consultant must get signature of the concerned official of the Bank after completion of respective order/s on the bill/s. The bills for maintenance and related works for reimbursement purposes, if any, should be raised separately.
- c. No additional payment shall be made if the Consultant keeps more staff at a site for completing the pending work or if the minimum staff strength is not able to perform satisfactorily as per the contract provisions.
- d. No advance payment shall be made. Further, the Consultant will not link payment to his manpower with the settlement of bills by the Bank.
- e. No escalation in rates on any account will be permitted during the contract period. Also, no subsidy will be given over the quoted rates.
- f. If in the opinion of the Bank, the work done by the Consultant is not satisfactory, the Bank may decide depending upon the merit of the work to deduct such amount from the monthly bill amount as it may deem fit.
- g. If, as a result of post payment audit/inspection, any overpayment is detected in respect of any work done by the Consultant or alleged to have done by the Consultant under the tender, it shall be recovered by the Bank from the Consultant. If any underpayment is discovered, the amount shall be duly paid to the Consultant by the Bank.
- h. The Consultant shall not be entitled to any compensation for any loss suffered by him on account of delay in commencing or executing the work, whatever the cause of delay may be, including delay arising out of modification to the work entrusted to him or in any sub-contract connected therewith or delay in awarding

contracts for other trades of the project or in commencement or completion of such works or for any other reason whatsoever and the Bank shall not be liable for any claim in respect thereof.

i. The Bank does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

8. Confidentiality

a. The Consultant shall ensure that complete confidentiality is maintained by them and all its personnel, with regard to all information relating to the Bank. Unless required under law, the Consultant assures the Bank that neither the Consultant nor any of its personnel/ representative/ agent shall at any time divulge, disclose or make known to any third parties any business process or date, trust, accounts, matters or transactions whatsoever pertaining to the Bank.

b. The details of the proposed service shall be treated as confidential information between the Bank and the Consultant. Any such information shall not be passed on in part or in full to any third party without the Bank's prior written approval.

c. The Consultant agrees that it shall take adequate measures to protect the secrecy/confidentiality of and avoid disclosure and unauthorized use of confidential/sensitive information. The Consultant shall immediately notify the Bank, in writing, upon discovery of any threatened breach, actual loss, or unauthorized disclosure of confidential/sensitive information.

d. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Consultant as well as person deployed liable for penal action under the applicable laws besides, action for breach of the Contract.

9. **Assignment:** The Consultant shall not assign, transfer, pledge or make other dispositions of this contract or any part thereof, or any of the consultant's rights, claims or obligations under this 'contract except with the prior written consent of the Bank.

10. **Subcontracting:** In the event the Consultant requires the services of sub-contractors, the Consultant shall obtain the prior written approval and clearance of the Bank for all sub-contractors. The approval of the Bank shall not relieve the Consultant of any of its obligations under this contract including active superintendence of the work at any stage. The terms of any sub-contract shall be subject to and conform to the provisions of this contract.

11. Intellectual Property:

a. All documents, drawings, samples, data, associated correspondence, or other information furnished by or on behalf of the Bank to the Consultant and/or collected by the Consultant to perform services under and/or in connection with this contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the Bank and shall not, without the prior written consent of the Bank, neither be divulged by the Consultant to any third party nor be used by the Consultant for any purpose other than services and work required for the performance of this Contract.

b. All rights to any intellectual property conceived or produced by the Consultant for the Bank in the course of performing the Consultancy Services and all information (including information that is in electronic form), working papers, reports, or other papers collected or produced by the Consultant for the purpose of providing the Consultancy Services are the property of the Bank from the date that property is created or developed and the Consultant waives in favour of the Bank any moral rights that the Consultant may have.

c. Existing intellectual property: It is understood and agreed that the Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, know-how, methods, techniques, skills, knowledge, and experience possessed by the Consultant prior to, or acquired by the Consultant during, the performance of this Contract and the Consultant will not be restricted in any way with respect to the same.

12. Termination of Agreement

- i. The agreement herein may be terminated at any time by either party by giving a written notice of two months to the other party. Even after the termination of their employment, the Consultants shall remain liable and be responsible for due certification of the works done hitherto, and acts performed till termination and approval of any bills submitted by the contractors at any time in respect of the works executed till such termination. If any winding up proceedings are contemplated or initiated against the Consultants, the Employer shall be entitled to terminate the agreement and entrust the work to any other Consultant.
- ii. If the Consultants shall close their business or die or become incapacitated from acting as such Consultants, then the Agreement shall stand terminated.
- iii. If the Consultants fail to adhere to the time schedule stipulated in the tender or the extended time which may be granted by the Employer in his sole discretion, or there is any change in the constitution of the Consultants' company or firm for any reason whatsoever, the Employer shall be entitled to terminate this Agreement, after due notice, and entrust the work to some other Consultants.
- iv. In case of termination under sub-clauses (i) or (ii) or (iii), the Consultants shall not be entitled to fees, or compensation, except the fees payable to them up to the stage of work actually done, which shall be decided and determined by the Employer.
- v. In case of termination under sub-clause (i) or (ii) or (iii), the Employer may make use of all or any drawings, estimates, measurements or other documents prepared by the Consultants, after a reasonable payment up to the stage of work done for the services of the Consultants for preparation of the same in full as provided herein, provided always that all the sanctions and approved plans/ designs and other drawings shall remain the property of the Employer and the same shall be surrendered by the Consultants to the Employer within ten days from the date of such termination, without demur.
- vi. In case, any court in India debars the consultant or the firm/agency to carry out any business in the area/region/country, the effect of termination of agreement/contract with this office will be ab initio from the date of pronouncement of court order, until further order from the court.
- vii. On termination or completion: Not more than five (5) Business Days following the date of termination of this Contract (for whatever reason) or completion of the Consultancy Services, the Consultant will deliver to the Bank all information (including information that is in electronic form), Confidential Information, intellectual property, working papers, reports or other papers that are the property of the Bank.

13. Arbitration

- a. If any settlement of claim, dispute, differences, controversy or question shall at any times arise between the parties or as to the construction, meaning, operation of this Tender or concerning anything herein contained or arising out of the Agreement, discharge of obligation, or as to the rights, liabilities and duties of the parties hereunder except in respect of matters for which it is provided hereunder that the decision of the Bank is final and binding, during the course of execution, completion, termination, abandonment or breach, the same shall be resolved amicably between the Bank and the Consultant.
- b. In case of failure to resolve amicably within 30 days of receipt of notice by either party, such unsettled matter shall be referred to arbitration and final decision after giving at least 15 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 in accordance with the Arbitration and Conciliation Act 1996. For this purpose of appointing the sole arbitrator referred to above, the Bank 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 organization of the Bank or the Consultants.
- c. The Consultants shall, on receipt of the names as aforesaid, select any one of the persons so named to be appointed as the Sole Arbitrator and communicate his name to the Bank within 15 days of receipt of the names. The Bank shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the Consultants fail to communicate such selection as provided above within the period specified, the Bank shall make the selection and appoint the sole arbitrator from the panel notified to the Consultants.

- d. If the Bank fails to send to the Consultant the panel of three names as aforesaid within the period specified, the Consultants shall send to the Bank a panel of three names of persons who shall be unconnected with either party. The Banks shall on receipt of the names as aforesaid, select any of the persons and appoint him as the Sole Arbitrator. If the Bank fails to select the person and appoint him as the Arbitrator within 15 days of the receipt of the panel and inform the Consultant, accordingly, the Consultants shall be entitled to appoint one of the persons from the panel as Sole Arbitrator and communicate his name to the Bank.
- e. If the Arbitrator so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed. The arbitration shall be governed by the Arbitration b& Conciliation Ordinance 1996 as in force from time to time. The award of the Arbitrator shall be binding and final on the parties. It is hereby agreed that in all disputes referred to the Arbitration, the Arbitrators shall give a separate award in respect of each dispute or difference in accordance with the terms of reference and the award shall be reasoned award. The fees, if any of the Arbitrator shall, if required to be paid before the award is made and published, be paid in equal proportion by each of the parties. The cost of the arbitration including the fees if any, of the Arbitrator shall be borne and paid by such party or parties to the dispute in such manner or proportion as may be directed by the Arbitrator in the award. The Bank and the Architect/ Consultants also hereby agree that the arbitration under this clause shall be a condition precedent to any right of action under the contract about the matters hereby expressly agreed to be so referred to arbitration.
- f. The Arbitrator or Arbitrators or Umpire, as the case may be, will be Fellows of the Indian Institute of Consultants or Fellow of Institute of Engineers (India). The award of the Arbitrator(s) or Umpires, as the case may be, shall be final and binding upon the parties to the Arbitration.
- g. It is specifically agreed that the Consultant shall continue to render its services provided herein with all due diligence, professional skill and tact notwithstanding that any matter, question or dispute has been referred to arbitration unless otherwise directed in writing by the Bank if the matter is such that the work cannot possibly be continued until the decision of the arbitration is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due or payable by the Bank to the Consultant shall be withheld on account of ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.
- h. The venue of arbitration shall be at Kolkata and language of arbitration shall be English. The award of Arbitration shall be final and binding on both the parties.

14. Workmen's Compensation and Insurance

- a. The relationship between the Bank and the Consultant under this Contract is that of a principal-to-principal basis and neither party shall have the power or authority to bind or obligate the other party except as expressly set forth in this contract. Therefore, neither the Consultant nor personnel of the Consultant shall become employee of the Bank under this Contract. The Bank shall also not be liable to the Consultant nor its personnel, beyond the scope and fees as mentioned in the Tender. For the sake of clarity, it is stated that the Bank shall not be responsible for any claim such as wages, salary, allowances, bonus, social benefits, compensation, damages or anything arising out of their employment/duty under this Tender. The Consultant shall make them known about this position in writing before deploying personnel to the Bank's site. The Bank shall in no way be responsible for violation of any laws from the time being in force, either by the Consultant or its personnel.
- b. The Bank will not be under any liability to pay any compensation to the staff deployed by the Contractor for their sustaining any injury, etc. while discharging the duties in the said premises. The Contractor shall maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its personnel to cover claims for personal injury, disability or death in connection with this Contract.
- c. **All Risk Insurance Policy:** The Consultant shall obtain at his cost an insurance policy, viz. Professional Indemnity Insurance, Professional Liability Risk Cover, Architects & Engineers Liability Policy or any other admissible by the Bank covering Professional Liability Risk to the extent of amount of full amount of fees to be charged by the Consultant on the basis of estimated cost of works. The policy shall be taken in joint names of the Consultant and the Bank or endorsed such policy in the Bank's favour and/or otherwise make the claim of any under the policy payable directly to the Bank by the Insurance Company till the completion of the

contract. Such policy shall be obtained and deposited with the Bank within 10 working days from the date of execution of the contract and shall be kept valid by the Consultants till 60 days beyond DLP.

15. Right to Alteration / Option Clause:

NABARD reserves the right to alter quantities / Scope of Work / additions / deletion of services and/or works/goods on the same terms and conditions and prices and costs including service charges upto 100% to be paid extra at the discretion of NABARD at any time, till final delivery (or the extended delivery) or during contract period by giving reasonable notice even though the quantity/services ordered initially has been supplied in full before the last date of the delivery (or the extended delivery).

16. Modifications/Amendment of Contract:

All modifications leading to changes in the contract with respect to technical or commercial aspects including terms of completion period shall be considered valid only when amendment to the Contract is issued by NABARD. The modification or amendment of the contract for an adjustment in the contract price and/or completion date in accordance with the applicable provision of the contract, if any, shall be subject to mutual agreement. The Bank shall not be bound by any printed conditions or provisions in the Contractor's bid forms or acknowledgement of contract and other documents which is meant to impose any condition at variance with or supplemental to contract. The decision of the Bank in this regard shall be final and binding on the Contractor.

17. Amendment in Statutory Variations:

All statutory variations leading to increase in the cost of the contract will be settled as per decision of the Bank.

18. Force Majeure

a. The parties shall not be liable for default or non-performance of obligations under the contract, if such default or non-performance of the obligations under this contract is caused by Force Majeure.

b. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earthquake, fire, strikes, tempest, etc. events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.

c. In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/ discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or seven days, whichever is more, either party may at its option terminate the contract.

d. Notwithstanding the above, the decision of the Bank shall be final and binding on the Tenderer.

19. Failure to exercise the Bank's rights

Any omission on the part of the Bank at any time to exercise any of its rights under the terms of engagement of the catering Contractor shall not be deemed to amount as waiver on the part of the Bank of its rights and in no way impair or affect the validity of the terms and the privilege of the Bank to enforce its rights at any time subsequently.

20. All disputes arising out of the or in connection with the agreement shall deemed to have arisen in Kolkata & only the said courts in Kolkata shall have the jurisdiction to determine the same.

21. Milestone/Deliverable based service-related contracts placed through GeM shall be governed by the following set of Terms and Conditions:

I. General terms and conditions for Goods and Services. ("GTC")

II. Service-specific terms and conditions ("STC") contained in this document

III. BID / Reverse Auction specific Additional Terms and Conditions ("ATC") as specified by the Buyer

22. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede Service-specific STC which shall supersede GTC, whenever there are any conflicting provisions.

23. Rejection of Bids/Re-tendering

The Bank may cancel the process of procurement or reject all the bids at any time before intimating acceptance of successful bid under any of the circumstances mentioned below:

- a. Effective competition is lacking
- b. If the quantity and quality of requirements have changed substantially or there is an un-rectifiable infirmity in the bidding process
- c. All bids and proposals are not substantially responsive to the requirements of the bidding documents
- d. The prices quoted in the bids are substantially higher than the estimated cost or the available budget
- e. None of the technical proposals meet the minimum technical qualifying score
- f. When the tenderer whose bid has been found to be the lowest evaluated bid, withdraws or whose bid has been accepted, fails to sign the procurement contract as may be required, or fails to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement process.

24. Closure of Contract: The contract shall be closed on due performance of obligations of both the contractor and the Bank. Before making final payment or releasing the performance security/ bank guarantee, the Competent Authority will satisfy itself that all the supplies have been received as per the specifications, the stores/ articles/ facilities provided to the contractor have been taken back and that there is no liability outstanding against the contractor. The Bank shall obtain a No Claim Certificate from the contractor.

25. Compliance to the guidelines of Central Vigilance Commissioner (CVC) and other statutory authority (ies) will responsibility of the Consultant.

Sign and Seal of the Tenderer

Place

Date

Pre-Contract Integrity Pact
(On non-judicial stamp paper of Rs.200/-)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of _____ between, on one hand, National Bank for Agriculture and Rural Development (NABARD), represented by the Joint Director, Bankers Institute of Rural Development (BIRD), Kolkata (hereinafter called the “THE PRINCIPAL”, 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/Proprietor/Partner/Director/Authorised Signatory (hereinafter called the “THE BIDDER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the Principal proposes Appointment of Architect/Consultant for Structural and other Repairs/Renovation and Procurement/e-Procurement of Civil/ Interior/Electrical/HVAC/Electronics/ITES Goods/Works/Services at BIRD, Kolkata for 01 July 2025 to 30 June 2027 and the Bidder is willing to offer supplies/works/services, and

WHEREAS the Bidder is a private company/public company/Government undertaking/ partnership/ proprietor/ other registered agency, constituted in accordance with the relevant law in the matter and the Principal is a body corporate established under NABARD Act, 1981 having its Training Establishment, viz. Bankers Institute of Rural Development (BIRD) at Abhilasha-I, 6, Royd Street, Kolkata 700016.

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 Principal to obtain the desired said supplies/works/services 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 the Bidder 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 Principal 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:

1. Commitments of the Principal

1.1 The Principal undertakes that no official of the Principal, 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 or any other advantage from the Bidder, either for themselves or for any person, organization or third party related or unrelated 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 Principal 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 officials of the Principal 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.

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Principal with full and verifiable facts and the same is prima facie found to be correct by the Principal, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be

initiated by the Principal 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 Principal the proceedings under the contract would not be stalled.

2. Commitments of the Bidder

2.1 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: -

2.2 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 Principal, 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.

2.3 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 Principal 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.

2.4 The Bidder shall disclose the name and address of agents and representatives and Indian Bidders shall disclose their foreign principles or associates.

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

2.6 The Bidder further confirms and declares to the Principal that the Bidder has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Principal 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.

2.7 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 Principal 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.

2.8 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.

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

2.10 The Bidder shall not use improperly for purposes of competition or personal gain or pass on to others, any information provided by the Principal 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.

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

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

2.13 If the Bidder or any personnel 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 Principal, or alternatively if any relative of an officer of the Principal 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 1956 and Section 2 of Companies Act 2013.

2.14 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 Principal.

3. Previous Transgression:

3.1 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 the Bidder's exclusion from the tender process.

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

4. Performance Bank Guarantee

4.1 The successful Bidder shall, at his own expense, deposit with the **Joint Director, Bankers Institute of Rural Development, Kolkata** within 15 days of the date of the notice of award of the tender, a Security Deposit, i.e. Performance Bank Guarantee or Fixed Deposit Receipt from a schedule commercial bank, payable on demand for an amount equivalent to **₹14000/-** of the total order value for due performance and fulfilment of the warranty/contract by the Bidder.

4.2 The Security Deposit shall be denominated in INDIAN RUPEES only.

4.3 Without prejudice to other rights of the Principal under the contract in the matter, the proceeds of the Security Deposit shall be payable to the Principal as compensation for any loss resulting from the Bidder's failure to complete its obligations under the contract. The Principal shall notify the Bidder in writing of invocation of the right to receive such compensation indicating the contractual obligation(s) for which the Bidder is in default.

4.4 The Security Deposit will be discharged only after a period of 60 days after the expiry of the contract period or after expiry of renewal/extension period subject to due performance of the obligations of the Bidder under the contract.

5. Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the Bidder or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle the Principal 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 other Bidder(s) would continue.
- ii. The Earnest Money Deposit (in pre-contract stage) or Security Deposit shall stand forfeited/revoked as decided by the Principal and the Principal shall not be required to assign any reason therefor.
- 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 Principal, 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 Principal 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 Earnest Money Deposit or Security Deposit furnished by the Bidder in order to recover the payments already made by the Principal, 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 Principal resulting from such cancellation/rescission and the Principal shall be entitled to deduct the amount so payable from the money(s) due to the Principal.
- vii. To debar the Bidder from participating in future bidding processes for a minimum period of five years, which may be further extended at the discretion of the Principal.
- viii. To recover all sums paid in violation of this Pact by the Bidder 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 Principal with the Bidder, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of a decision by the Principal to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The Principal will be entitled to take all or any of the actions mentioned at paragraph 5.1 (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 or 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.

5.3 The decision of the Principal 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.

6. Independent Monitors

7.1 The Principal has appointed Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

7.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitor shall not be subject to instructions by representatives of the parties and perform his functions neutrally and independently.

7.4 Both the parties accept that the Monitor has the right to access all documents relating to the project/procurement, including minutes of meetings.

7.5 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 Principal.

7.6 The Bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal 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, if any. The Monitor shall be under contractual obligation to treat the information and documents of the Bidders/ Sub-contractor(s) with confidentiality.

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

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

The IEM for this project would be: -

Dr. Rabindra Kumar, IfoS (Retd)
37, Bhagirathipuram, GMS Road
Dehradun (Uttarakhand) – 248 001

A 'complaint format' to be used by the Principal / Bidder for lodging complaint to the IEM is enclosed.

7. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payments, the Principal or its agencies shall be entitled to examine all 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.

8. Law and Place of Jurisdiction

This Pact is subject to Indian laws. The place of performance and jurisdiction is the seat of the Principal.

9. 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.

10. Validity

11.1 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 Principal and the Bidder, including warranty period, whichever is later in case the Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2 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.

The parties hereby sign this Integrity Pact at _____ on _____

Principal

BIDDER

Name of the Officer

Chief Executive Officer or

Designation

Authorised signatory

Witness

Witness

1. _____

1. _____

2. _____

2. _____

Format of Complaint to Independent External Monitor

1. Name of Regional Office/Training Establishment :
2. Name of Complainant/OEM :
3. Address and Contact No. :
4. Tender details
 - a. Particulars :
 - b. Date of Tender called for :
 - c. Last date of Submission :
 - d. Date of Opening Tender :
5. Nature of Complaint in brief :
6. Supporting documents enclosed/evidence :
7. Relief sought :

Signature and date

**Declaration for Startup Companies
(on Company letterhead)**

No.

Date

**Joint Director
Bankers Institute of Rural Development (BIRD)
Abhilasha-I, 6, Royd Street
Kolkata (WB) – 700 016.**

**Appointment of Architect/Consultant for Structural Repairs
and other Repairs/Renovation and
Procurement/e-Procurement of Civil/ Interior/Electrical/HVAC/Electronics/ITES
Goods/Works/Services at BIRD, Kolkata for 01 July 2025 to 30 June 2027**

Ref. NIT No. _____ dt. _____

Dear Sir

We hereby declare and confirm the following facts to affirm our Company's Startup Status for the purpose of Appointment of Architect/Consultant for Structural and other Repairs/Renovation and Procurement/e-Procurement of Civil/ Interior/Electrical/HVAC/Electronics/ITES Goods/Works/Services at BIRD, Kolkata for 01 July 2025 to 30 June 2027.

1. Company Details:

- Name of the Company: [Company Name]
- Incorporation Number: [Company Registration Number]
- Date of Incorporation: [Date]
- Nature of Business: [Description of business activity]
- Authorized Capital: [Amount]
- Paid-Up Capital: [Amount]

2. Eligibility as a Startup:

- The company is incorporated as a Private Limited Company, Limited Liability Partnership (LLP), or any other recognized format under Section 2(4) of the Start-up India Act.
- The company is in its initial stage of operations, having been incorporated for a period of less than 10 years from the date of incorporation.
- The company is not formed by splitting or reconstructing an existing business.
- The company's turnover in the last financial year does not exceed Rs. 100 crores.
- The company is engaged in activities related to innovation, development, or improvement of products/services, or is a scalable business model with high potential for employment generation or wealth creation.

3. Compliance:

- The company is compliant with all applicable laws and regulations under the Start-up India Scheme and has received necessary certifications or approvals as required by the Government.
- The company has not been involved in any activities that would disqualify it from being recognized as a startup under applicable laws or regulations.

4. Funding & Investment:

- The company is not a subsidiary or a joint venture of any existing company and does not have more than 50% of its shares owned by another entity or individual.

- The company has raised funds from venture capitalists, angel investors, or other eligible sources for the growth and scaling of its operations (if applicable).
5. Declaration Regarding Other Eligibility Conditions:
- The company is not involved in tax evasion or unlawful activities, and there are no pending litigations against the company.
 - The company has not been blacklisted, debarred, or faced any penalties or terminations by any government agency or authority.
6. Undertaking:
- We further declare that the information provided above is true and accurate to the best of our knowledge and belief, and we undertake to notify the concerned authorities in case any information changes, which may affect the company's status as a Startup.
 - We understand that if any of the provided information is found to be false or misleading, the company may be disqualified from receiving the intended benefits, incentives, or privileges related to the startup schemes.

Authorized Signatory
[Full Name & Designation]
[Company Seal]

UNDERTAKING OF LEGAL & FINANCIAL ELIGIBILITY

(To be given on company letterhead)

No.

Date:

**Joint Director
Bankers Institute of Rural Development (NABARD)
Abhilasha-I, 06, Royd Street
Kolkata-700016**

Dear Sir,

**Appointment of Architect/Consultant for Structural Repairs, other Repairs/Renovation and
Procurement/e-Procurement of Civil/ Interior/Electrical/HVAC/Electronics/ITES
Goods/Works/Services at BIRD, Kolkata for 01 July 2025 to 30 June 2027**

Ref. NIT No. _____ dt. _____

Dear Sir,

We do hereby solemnly affirm and declare that as of the date of publication of this tender:

1. Legal Compliance:

- a) We are duly registered under applicable laws and comply with all statutory, regulatory, and legal requirements.
- b) We have not been blacklisted, debarred or disqualified by Reserve Bank of India, Central Government, State Government, any Public Sector Bank, Public Financial Institution, Central or State Undertaking or Corporation, or any other Regulatory/Statutory Authority for any kind of transgression/ fraudulent activities or any other reason.
- c) We have not had any contract or agreement terminated before the expiry of the contract/agreement due to breach of any terms and conditions with any of the above-mentioned entities at any point in time during the last seven (7) years.
- d) We have not been involved in any major legal proceedings, arbitration, or disputes that could affect our ability to execute contracts or financial obligations.

2. Financial Eligibility:

- a) We maintain adequate liquidity and financial capacity to fulfill contractual and financial commitments.
- b) We have no outstanding defaults, loan repayment failures, or non-performing assets (NPAs) with any bank or financial institution.
- c) We have financial records duly audited and compliant with accounting and regulatory standards.

3. Undertaking & Declaration:

- a) We affirm that all information provided in this undertaking are true, complete, and accurate to the best of our knowledge.
- b) In the event of any material changes in our legal or financial standing, we undertake to notify NABARD immediately.
- c) We understand that any false or misleading declaration may result in disqualification, contract termination, and legal action as deemed necessary by NABARD.

This declaration is made in good faith and in compliance with the applicable rules and regulations.

Authorized Signatory
[Full Name & Designation]
[Company Seal]

ORGANISATION PROFILE

SN	Particulars	Details
1	Name and registered office address, e-mail ID and contact details of the firm	
2	Constitution of the Firm (proprietorship, partnership firm, company etc.	
3	Name of the proprietor, partners or directors in the organization	
4	Name/s, email, phone, WhatsApp No. key resource person/s	
5	Details of Registration (Registering Authority, Date, Registration No., etc., mentioning the business/activity of the firm	
6	List of Directors/Partners/Key Resource Persons, Technical Personnel including qualification, experience, etc.	Details to be furnished in the prescribed proforma (Statement- I)
7	Copy of registration with Council of Architecture (mandatory) and other Institutions, viz. Institute of Architects, Institution of Engineers, Engineering Council of India, Consulting Engineers Association of India, Indian Professional Engineers Council, etc. Registration No., Issuing and Validity Dates, etc.	
8	Details of experience as practicing architects/consultants i.e. projects executed during last 5 years by the firm together with estimated cost of individual project.	Details to be furnished in the prescribed proforma (Statement- II)
9	Important major structures where NDT conducted or ongoing during last 7 years by the firm. The full contact of the clients including address, landline & mobile numbers, email ID of reference person	
10	Names of Organisations, viz. RBI/Public Financial Institutions/ Central Govt/Public sector Banks/Public Sector Undertakings/State Govt., etc. and period of empanelment	
11	Bank details for online payments (2 months Bank Statement enclosed)	

Use additional sheets if required

STATEMENT – I

List of key persons/technical personnel with qualification and experience including that in the present organization

Sr. No.	Name	Age	Qualification	Experience	Work/projects handled costing more than ₹100 lakh for civil works and ₹10 lakh for electrical/AC/ Interior design	Name of Organization with address/email/phone where employed	Date of employment with the tenderer	Special Experience	Remarks, if any (previous work experience of technical experts can be mentioned here)
1	2	3	4	5	6	7	8	9	10

Use additional sheets if required

Signature of the applicant with full address and office seal

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

STATEMENT – II

List of important projects executed/ongoing during last seven years costing individual projects of ₹100.00 lakh and above for Civil Works and ₹10.00 lakh and above for Electricals/AC/Interiors, etc.

S. No	Name of Project and location, contract details	Nature of work Involved in the contract (e.g. Residential, office, etc.) and other details.	Name of the employer with full address, email ID and contact details (enclose work orders from the employer)	Whether it is a State Govt./GoI. Undertaking or Pvt. Body with full address and telephone numbers***	Completion Period		Reasons for delay, if any	Value of the Works (Rs. In lakhs)	Any other relevant information
					Stipulated	Actual/ Expected			

- Use additional sheets as per the requirement
- Mention assignments where value of works costing Rs.100.00 lakh and above only.
- Attach clients' certificates, Copy of work orders, Work Completion Certificates, Scope of work etc.

Signature of the applicant with full address and office seal

FORMAT FOR CLIENT'S REPORT
(on client's letterhead)

Performance details of the firm: M/s. _____

Located at: _____

1	Work order/reference No.	
2	Gross value of the contract (Rs.)	
3	Date of commencement of contract	
4	Whether the service carried out as per agreement and the scope of the work entered with the firm	
5	Reason for delay (if any) and whether any penalty/liquidated damage, if any, was imposed on the firm	
6	Comments on capabilities of the firm (indicate grading)	
a.	Quality of security provided by the firm	Outstanding/Very Good/ Good/Satisfactory/Poor
b.	Technical proficiency / competence	Outstanding/Very Good/ Good/Satisfactory/Poor
c.	Integrity and reliability of the directors/partners/proprietors of the firm	Outstanding/Very Good/ Good/Satisfactory/Poor
d.	Integrity and reliability of the personnel deployed	Outstanding/Very Good/ Good/Satisfactory/Poor
e.	Dealings in the execution of the work, adherence to schedule and time	Outstanding/Very Good/ Good/Satisfactory/Poor
7.	Did the firm go for arbitration?	
8.	Any other information in your view will help us in making our decision	

Signature of the Authorised Signatory

Seal

Date

Place

ARTICLES OF AGREEMENT

(on Rs.200/- non-judicial stamp paper)

ARTICLES OF AGREEMENT made this _____ day of _____ 2025 between the National Bank for Agriculture and Rural Development (NABARD), a body constituted by the NABARD Act 1981 and having its Head Office at C-24, G-Block, Bandra-Kurla Complex, Bandra (E), Mumbai – 400 051 and Training Establishment, viz. Bankers Institute of Rural Development (BIRD), Abhilasha-I, 6, Royd Street, Kolkata – 700 016 (hereinafter called “the Employer”) which expression shall, unless repugnant to the context mean and include its successors and assigns of the one part and M/s _____ having its office at _____ (herein after called "the Consultant") of the other part.

WHEREAS the Employer is desirous of getting executed Structural Repairs, other Repairs/Renovation and Procurement/e-Procurement of Civil/ Interior/Electrical/HVAC/Electronics/ITES Goods/Works/Services at BIRD, Kolkata for 01 July 2025 to 30 June 2027 and has caused the terms and conditions of the contract showing and describing the work to be done to be prepared by or under the direction of the Employer.

AND WHEREAS the Consultant has agreed to offer his/her services upon and subject to the conditions set forth in the Duties/Functions of the Consultant, Scale of Fees, Mode of payment, Terms and Conditions and Work Order of Contract (all of which are collectively hereinafter referred to as “the said Conditions”) the work shown upon the said Terms and conditions at the respective rates set forth amounting the sum as arrived or such other sum as shall become payable (hereinafter referred to as “the said contract amount”).

AND WHEREAS the said terms and conditions have been signed by or on behalf of the parties hereto.

NOW IT IS HEREBY AGREED AS FOLLOWS: -

1. In consideration hereinafter mentioned, the Consultant will upon and subject to the conditions annexed, carry out and complete the works shown in the contract, described by or referred to the duties and functions of the Consultant and in the said conditions.
2. The Employer shall pay the Consultant the said fee / amount or such sum as shall become payable at the times and in the manner specified in the said conditions.
3. The said Conditions and Appendix thereto and the documents attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall be respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreements on their part respectively in the said conditions and the documents contained herein.
4. This Agreement and documents mentioned herein shall form the basis of this contract.
5. The Consultant shall afford every reasonable facility for execution of the said work.
6. Time shall be considered as the essence of this contract, and the Consultant hereby agrees to complete the entire work within the time period prescribed in the Time schedule reckoned from the date of issue of work order subject nevertheless to the provision for extension of time. Request for extension of time, to be eligible for consideration, shall be made by the Consultant in writing of the happening of the event causing delay. The Consultant may indicate in such a request the period for which extension is desired.
7. All payments by the Employer under this contract will be made only at Kolkata by e-payment.
8. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Kolkata and only Courts in Kolkata shall have the jurisdiction to determine the same to the exclusion of all other courts.
9. That the several parts of this contract have been read by the Consultant and fully understood by the Consultant.

10. Period of Contract will be two years from the date of execution of the agreement which may be further renewed based on the efficiency of the services as determined through review by BIRD, Kolkata twice for a period of one year each at existing rates.

IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized officials and the Consultant has caused its common seal to be affixed hereunto and the said two duplicates/has caused these presents and the said two duplicates here of to be executed on its behalf, the day and year first herein above written.

As witness our hands are affixed this ____ Day of _____ month of 2025.

Signature Clause

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

SIGNED AND DELIVERED by the Consultant

(Name & Designation)

(Name & Designation)

In the presence of:

Witness

(1) Signature:
Name:
Address

Signature
Name
Address

(2) Signature:
Name:
Address:

Signature:
Name:
Address:

Indemnity Bond
(on Rs.200/- stamp paper)

WHEREAS, National Bank for Agriculture and Rural Development, a body corporate established under NABARD Act, 1981 (hereinafter referred to as 'NABARD') has expressed desire **Appointment of Architect/ Consultant for Structural Repairs, other Repairs/Renovation and Procurement/e-Procurement of Civil/ Interior/ Electrical/ HVAC/ Electronics/ ITES Goods/Works/Services at BIRD, Kolkata for 01 July 2025 to 30 June 2027 vide Tender Notice No. _____ dt. _____** and which are hereinafter for brevity's sake referred to as 'the said services', subject to I/We, _____ hereby furnish declaration and indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

1. I/We, at own expenses, shall indemnify, defend and hold harmless NABARD, its employees, agents and representatives from and against all claims, demands, liability of any nature or kind, losses, costs, damages, expenses, action suits and other proceedings including third party claims, civil or criminal complaints liabilities, site mishaps, other accidents or injury sustained or suffered by our personnel, agents or representatives, or by any other third party or disputes and/or damages occurring or arising out of any mishaps at the site relating to or resulting directly or indirectly from (i) an act or omission of own, personnel, agents, representatives, etc. in performance of services provided by this contract, (ii) breach of any terms, representation or warranty under this Tender, (iii) any misrepresentation or false information provided by us in the bid submission, (iv) Any failure, faulty work, negligence, delay, or non-performance in executing the contract/work as per the terms of the tender, (v) Any violation of applicable laws, rules, regulations, or statutory requirements by us during the tender process or contract execution.
2. I/We, hereby declare and certify that I/we am/are the rightful owners/licensees of the said article/ service/solution/system offered for sale to NABARD and that the sale of the said article/ service/ solution/ system to NABARD by us and the use thereof by NABARD does not infringe the property or other intellectual property or copyrights of any other person and that the same does not infringe the Copy Rights Act, 1957 or any other Act for the time being in force. I/We shall pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof.
3. I/We, hereby agree to indemnify and keep indemnified and harmless NABARD, its officers, servants, agents and other authorized persons against any action that may be brought against us for infringement of any patent, trademarks, copyrights, etc., in respect of the said article/ service/solution/system supplied by us to NABARD and will defend the same at our cost and consequences and will pay or reimburse NABARD, its officers, employees, agents or representatives all costs and other expenses that they may incur in that connection in accordance with the terms as provided for within the End User License Agreement that accompanies the said article/ service/ solution/system.
4. I/We, hereby agree to indemnify and keep indemnified and harmless NABARD, its employees, agents and representatives against all claims by personnel, contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for us in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or the like.
5. This Indemnity Bond shall be **valid and binding** throughout the tenure of the contract and shall remain enforceable even after the completion of the contract obligations.
6. This undertaking is executed voluntarily and with full understanding of its implications.

(Name and Designation) of Authorized Official with company seal.

1. Witness

2. Witness

PERFORMANCE BANK GUARANTEE
(On Non-Judicial Stamp Paper of Rs.200.00)

To

The Joint Director
Bankers Institute of Rural Development
Abhilasha-I
6, Royd Street
Kolkata – 700 016.

In consideration of National Bank for Agriculture and Rural Development (NABARD) having Head Office at C-24, G-Block, Bandra-Kurla Complex, PO Box No. 8121, Bandra East, Mumbai – 400 051 (hereinafter referred to as “Purchaser”) having agreed for Appointment of Architect/Consultant for Structural Repairs and other Repairs/Renovation and Procurement/e-Procurement of Civil/ Interior/Electrical/HVAC/Electronics/ITES Goods/Works/Services at BIRD, Kolkata for 01 July 2025 to 30 June 2027 (hereinafter referred to as “Services”) of _____ (hereinafter referred to as “the Consultant”) on the terms and conditions contained in the Tender (Ref. No. _____ dated _____) and their agreement (hereinafter referred to as the “Contract”) and performance of Structural Repairs and other Repairs/Renovation and Procurement/e-Procurement of Civil/ Interior/ Electrical/ HVAC/ Electronics/ITES Goods/Works/Services at BIRD, Kolkata for 01 July 2025 to 30 June 2027 (hereinafter referred to as “Proposed Services”) as per the terms and conditions as set forth in the said contract and also guaranteeing the Proposed Services as per the terms and conditions of the said contract;

- 1) We, _____ (Bank) (hereinafter called “the Bank”), in consideration of the premises and at the request of the Consultant, do hereby guarantee and undertake to pay to the Purchaser, forthwith on mere demand and without any demur, at any time upto 31 July 2027 (validity date of PBG is 60 days after ending date of contract) money or monies not exceeding a total sum of ₹14000/- (Rupees Fourteen thousand only) as may be claimed by the Purchaser to be due from the Consultant by way of loss or damage caused to or would be caused to or suffered by the Purchaser on failure of the Consultant to provide proposed services as per the terms and conditions of the said contract.
- 2) Notwithstanding anything to the contrary, the decision of the Purchaser as to whether the Consultant has failed to provide the proposed services as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the Purchaser to establish its claim or claims under this Guarantee but shall pay the same to the Purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the Consultant. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
- 3) This Guarantee shall expire at the close of business hours on 31 July 2027 (this date should be the date of expiry of the warranty/contract/renewal plus 60 days) without prejudice to the Purchaser’s claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e. 31 July 2027 (this date should be date of expiry of Guarantee. i.e. 60 days after end of warranty/contract/renewal period).
- 4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the Purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all dues of the Purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the Purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

- 5) In order to give full effect to the Guarantee herein contained, the Purchaser shall be entitled to act as if the Bank is the Purchaser's principal debtor in respect of all claims of the Purchaser against the Consultant hereby Guaranteed by the Bank as aforesaid and the Bank hereby expressly waives all its rights of suretyship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.
- 6) The Bank agrees with the Purchaser that the Purchaser shall have the fullest liberty without affecting, in any manner, the Bank's obligations under this Guarantee to extend the time of performance by the Consultant from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the Purchaser against the Consultant and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for reasons of any such extensions being granted to the Consultant for any forbearance, act or omission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving the Bank.
- 7) The Guarantee shall not be affected by any change in the constitution of the Consultant or the Bank nor shall it be affected by any change in the constitution of the Purchaser by any amalgamation or absorption or with the Consultant, Bank or the Purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.
- 8) This Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by the Bank (whether singly or jointly with other banks) on behalf of the Consultant heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this Guarantee is issued, and now existing uncanceled and the Bank further mention that this Guarantee is not intended to and shall not revoke or limit such Guarantee or Guarantees heretofore issued by the Bank on behalf of the Consultant heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this Guarantee is issued.
- 9) Any notice by way of demand or otherwise under this Guarantee may be sent by special courier, e-mail or registered post to the local address of the Bank as mentioned in this guarantee.
- 10) Notwithstanding anything to the contrary contained herein: -
- a. Our liability under this Bank Guarantee shall not exceed ₹14000/- (Rupees Fourteen thousand only);
 - b. This Bank Guarantee shall be valid upto 31 July 2027 (validity date);
 - c. Unless actions to enforce the claims is filled on or before 31 July 2027 (validity date) all rights under the said guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities thereunder.
 - d. The Bank is liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if the purchaser serves upon the Bank a written claim or demand on or before 31 July 2027 (validity date).
- 11) The Bank has the power to issue this Guarantee under the statute/constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Dated this ----- day of ----- 20__ at -----

For and on behalf of -----Bank.

Sd/ _____

PART-II FINANCIAL BID

**Joint Director
Bankers Institute of Rural Development
Kolkata**

**Appointment of Architect/Consultant for Structural Repairs, other Repairs/Renovation and
Procurement/e-Procurement of Civil/ Interior/Electrical/HVAC/Electronics/ITES
Goods/Works/Services at BIRD, Kolkata for 01 July 2025 to 30 June 2027**

1. We refer to your Notice Inviting Tender No. _____
dt. _____.
2. We have read the requirement and have understood them fully. We quote our Professional Fee as _____
percentage (in words _____) of the approved estimated
cost of projects or accepted tender value or actual cost of work, whichever is less.
3. We quote token fee payable per month ₹ _____/- (Rupees _____)
when no new work is assigned.
4. Fee quoted by the bidder shall be inclusive of all cost as well as profit, overheads, etc. complete.
5. The professional fees quoted excludes applicable GST.
6. TA/DA and other charges will not be payable.
7. We understand that:
 - a. Separate work order for each assignment will be given by the Bank and project cost means estimated
cost or actual cost, whichever is less.
 - b. The cost of items/works, if any, to be directly purchased/carried out by the Bank as a part of any
repairs or renovation project will not be included in the cost of the project for the purpose of
calculating professional fee.
 - c. Amount payable for a month when no new work is assigned shall be the quoted token amount minus
payments made that month against the work assigned.
 - d. No token amount shall be paid for the month in which amount payable for work is higher than the
quoted token amount.

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

(CONSULTANT/ARCHITECT) WITH SEAL

Date:

Place: