



National Bank Staff College, Lucknow

Request for Quotation

**Selection of Project Management Consultant for Installation of a 100 sq.m.
Hydroponics System at National Bank Staff College, Lucknow**



Name of the Bidder:

Address :

Last date of Submission: 02/03/2020 up to 11:00 hours

Earnest Money Deposit: Rs.10,000/-



INDEX

Contents

Request for Quotation	3
Form of Quotation	8
Basic Information	9
A. Scope of Work	10
B. Scale of Charges:-	12
C. Method/Mode of Payment:-	12
D. Time Schedule for Assignment:-	13
E. Other Terms & Conditions:-	13
F. Termination of Agreement:-	14
G. Damages:-	15
H. Transfer of Interests:-	15
I. Article of Agreement:-	15
J. Arbitration:-	16
K. Services continued to be rendered not withstanding any reference or dispute to the arbitration :-	17
Previous Experience	18
List of Technical Personnel	19
Articles of Agreement	20
Quotation for Selection of Project Management Consultant for Installation of Hydroponics System at National Bank Staff College, Lucknow	22

--



कोटेशन हेतु अनुरोध/Request for Quotation

संदर्भ सं. एनबीएससी. लखनऊ/डीपीएसपी/ /हाइड्रोपोनिक्स / 2019-20 10 फरवरी 2020
Ref. No. NBSC.Lucknow/DPSP/ /Hydroponics/2019-20 10 February 2020

मेसर्स/Messrs.

महोदय/Dear Sir,

राष्ट्रीय बैंक स्टाफ महाविद्यालय, लखनऊ में हाइड्रोपोनिक्स प्रणाली के इंस्टलेशन के लिए परियोजना प्रबंधन सलाहकार के चयन हेतु कोटेशन

Quotation for Selection of Project Management Consultant for Installation of Hydroponics System at National Bank Staff College, Lucknow

राष्ट्रीय कृषि और ग्रामीण विकास बैंक (नाबार्ड) अपने प्रशिक्षण संस्थान, राष्ट्रीय बैंक स्टाफ महाविद्यालय (एनबीएससी), लखनऊ में 100 स्क्वैर मीटर हाइड्रोपोनिक्स प्रणाली के इंस्टलेशन के लिए परियोजना प्रबंधन परामर्श सेवाएँ प्रदान करने हेतु अनुभवी लैंडस्केप/ सिंचाई / सिविल आर्किटेक्ट/ सलाहकार अथवा फ़र्मों, जिनका एसआईटीसी के हाइड्रोपोनिक्स/ ग्रीनहाउस/ पॉलीहाउस/ एक्वापोनिक्स /एरोपोनिक्स / आटोमेटिक क्लाइमेट कंट्रोल प्रणाली के परियोजनाओं के निष्पादन/ पर्यवेक्षण का अनुभव हो, से प्रस्ताव आमंत्रित करता है। इस कोटेशन दस्तावेज़ में परियोजना एवं उसके संभावित लागत का विवरण दिया गया है। आवेदनकर्ताओं से अनुरोध है कि वे कोटेशन दस्तावेज़ में दिये गए शर्तों व नियमों तथा विशेष रूप से उल्लेख किए गए अन्य आवश्यकताओं के अनुसार उपर्युक्त कार्य हेतु अपना प्रस्ताव मुहरबंद लिफाफे में प्रस्तुत करें।

National Bank for Agriculture and Rural Development (NABARD) invites offer for its training establishment, National Bank Staff College (NBSC), Lucknow, from Landscape/ Irrigation/ Civil Architects/ Consultants or firms who are experienced in executing/ supervising projects of SITC of Hydroponics/ Greenhouse/ Polyhouse/ Aquaponics/ Aeroponics/ Automatic Climate Controlled Systems for rendering **Project Management Consultancy Services for Installation of 100 sqm Hydroponics System at National Bank Staff College, Lucknow**. Brief description of the project and tentative cost of project is mentioned in this quotation document. Applicants are requested to submit their offer in sealed envelope for the aforesaid work as per terms and conditions and other requirements as mentioned more specifically elsewhere in this document.



2. परियोजना का अनुमानित लागत रु.37 लाख है।

The estimated cost of the project is Rs.37 Lakh.

3. आवेदक को निम्नलिखित मानदंडों को पूरा करना होगा:

The applicant should meet following criteria:

i. हाइड्रोपोनिक्स/ ग्रीनहाउस/ पॉलीहाउस/ स्वचालित जलवायु नियंत्रण केंद्र परियोजनाओं के पर्यवेक्षण/निष्पादन का कम से कम 5 सालों का अनुभव हों।

Experience of minimum 5 years in supervising/executing Hydroponics/ Greenhouse/ Polyhouse/Automatic Climate Control Centre projects.

ii. न्यूनतम रु.37 लाख मूल्य के कम से कम एक हाइड्रोपोनिक्स/ ग्रीनहाउस/ पॉलीहाउस/ स्वचालित जलवायु नियंत्रण केंद्र परियोजना अथवा प्रत्येक रु.18.5 लाख के दो परियोजनाओं अथवा प्रत्येक रु.14.8 लाख के तीन परियोजनाओं को निष्पादित / परामर्श सेवाएं प्रदान किये हों।

Should have provided consultancy services/executed at least one Hydroponics/ Polyhouse/Greenhouse/ Automatic Climate Control Centre project of value at least Rs.37 Lakh or two projects of Rs.18.5 Lakh each or three projects of Rs.14.8 Lakh each.

iii. पिछले तीन वित्त वर्षों में वार्षिक कारोबार कम से कम रु.1 लाख होना चाहिए.

Should have annual turnover of at-least Rs.1 Lakh in the last three financial years.

iv. कम से कम एक योग्य डिग्री सिविल / कृषि / लैंडस्केप / सिंचाई / समकक्ष इंजीनियर होना चाहिए, जिनके पास अपने रोल पर हाइड्रोपोनिक्स / पॉलीहाउस / ग्रीनहाउस / स्वचालित जलवायु नियंत्रण केंद्र प्रणाली परियोजनाओं को निष्पादित / डिजाइन करने का कम से कम 3 वर्ष का अनुभव हो।

Should have at-least one qualified degree civil/ agriculture/ landscape/ irrigation / equivalent engineer who has at-least 3 years' experience in executing/designing Hydroponics/ Polyhouse/ Greenhouse/ Automatic Climate Control Centre system projects on their roll.

4. आवेदकों को सूचित किया जाता है कि वे अपना कोटेशन, जिसे हमारे वेबसाइट www.nbsc.in/ www.nabard.org से डाउनलोड किया जा सकता है, प्रस्तुत करें.

Applicants are advised to submit their quotation which can be downloaded from our website www.nbsc.in/ www.nabard.org.

5. आवेदन पत्रों में माँगी गई सारी जानकारियों को पूरी तरह भरकर एक मुहरबंद लिफाफे में प्रस्तुत करें. लिफाफे पर “राष्ट्रीय बैंक स्टाफ महाविद्यालय, लखनऊ में 100 स्क्वेयर मीटर हाइड्रोपोनिक्स प्रणाली के इंस्टलेशन के लिए परियोजना प्रबंधन सलाहकार के चयन हेतु कोटेशन” लिख कर “प्रधानाचार्य, राष्ट्रीय बैंक स्टाफ महाविद्यालय, सेक्टर-एच, एलडीए कॉलोनी, लखनऊ” के पते पर भेजें ताकि आपका लिफाफा 02/03/2020 को



पूर्वाहन 11.00 बजे तक इस कार्यालय में पहुँच जाएं. राष्ट्रीय बैंक स्टाफ महाविद्यालय को मूल कोटेशन ही प्रस्तुत करें. Properly filled applications shall be submitted in a sealed envelope duly furnishing all the required information. Envelope should super-scribed as **“Quotation for Selection of Project Management Consultant for Installation of a 100 sq.m. Hydroponics System at National Bank Staff College, Lucknow”** and addressed to “The Principal, National Bank Staff College, Sector-H, LDA Colony, Lucknow” so as to reach this office **latest by 11:00 hours on 02/03/2020**. The quotations shall be submitted in ‘Original’ to National Bank Staff College.

6. कोटेशन प्रस्तुत करने के दिनांक से 3 माह तक स्वीकार किए जाने हेतु कोटेशन मान्य एवं खुले रहेंगे.

The quotation shall remain valid and open for acceptance for 3 months from the date of submission.

7. ₹.10,000/- (रुपये दस हजार मात्र) की बयाना राशि सीधे हमारे चालू खाते में जमा करें. संबंधित विवरण निम्न प्रकार है :

The Earnest Money Deposit of Rs.10,000/-(Rupees Ten Thousand only) should be credited directly in our Current Account. The details are:

- प्राप्तकर्ता का नाम : राष्ट्रीय बैंक स्टाफ महाविद्यालय, लखनऊ
Payee Name : National Bank Staff College, Lucknow
- चालू खाता संख्या /Current Account No : 912020055439842
- बैंक का नाम : एक्सिस बैंक लिमिटेड, पता : 25 बी, अशोक मार्ग, सिकंदर बाग चौराहा, लखनऊ
Name of the Bank: Axis Bank Ltd. Address : 25 B, Ashok Marg, Sikandar Bagh Chauraha, Lucknow
- आईएफएससी/IFSC Code : UTIB0000053

8. उपर्युक्त पते पर हमारे कार्यालय में पूर्व-बोली बैठक का आयोजन दिनांक 24 फरवरी 2020 को पूर्वाहन 11.00 बजे किया जाना निर्धारित है. बोलीदाताओं या उनके अधिकृत प्रतिनिधियों से अनुरोध किया जाता है कि वे बैठक में भाग लें. विभिन्न बोलीकर्ताओं द्वारा उठाए गए प्रश्नों पर राष्ट्रीय बैंक स्टाफ महाविद्यालय द्वारा लिए गए निर्णय भी कोटेशन का हिस्सा होंगे. इसलिए, इच्छुक पार्टियों को पूर्व-बोली बैठक में भाग लेने या पूर्व-बोली बैठक के स्पष्टीकरण देखने की सलाह दी जाती है, जिसे बाद में वेबसाइट पर अपलोड किया जाएगा।

A **pre-bid meeting** is scheduled to be conducted at 11:00hours on 24 February 2020 at our office in above address. Bidders or their authorized representatives are requested attend the meeting. The decisions taken by the National Bank Staff College on the queries raised by various bidders, will also be part of the quotation. Hence, interested parties are advised to attend the pre-bid meeting or see the clarifications of the pre-bid meeting which will be uploaded on website subsequently.



9. बोली लगाने से पहले सभी बोलीदाता कार्य-स्थल, स्थान, स्थितियों, जलवायु, मौसम आदि से अच्छी तरह से वाकिफ हो जाएं. पूर्व-बोली प्रक्रिया के दौरान बोलीदाताओं को अपनी लागत पर कार्य स्थल का दौरा करने की व्यवस्था स्वयं करनी होगी तथा एनबीएससी द्वारा उन्हें कार्य स्थल दौर के लागत की प्रतिपूर्ति नहीं की जाएगी. कार्य-स्थल की स्थितियों के बारे में अनिश्चितता को गलत मूल्य-बोली अथवा अनुबंध के गैर-निष्पादन के कारण के रूप में स्वीकार नहीं किया जाएगा.

All bidders shall become well versed with the site – location, conditions, climate, weather etc. before submission of bid. NBSC shall not reimburse the cost towards site visit during pre-bid process and bidders have to make their own arrangements to visit the site at their own cost. Unsure of site conditions shall not be accepted as reason for incorrect price-bid or non-performance of contract.

10. बोलीदाताओं/उनके द्वारा अधिकृत प्रतिनिधियों की उपस्थिति में 02/03/2020 को पूर्वाह्न 11.00 बजे कोटेशन खोले जाएंगे.

Quotations shall be opened at 11:00 hours on 02/03/2020 in the presence of the bidders/their authorized representatives, who chose to be present.

11. उन बोलीदाताओं की बोली स्वीकार की जाएंगी जिनके कोटेशन दस्तावेज में दर्शाए गए शर्तों के अनुरूप हों तथा नियोक्ता को स्वीकार्य हों. इस सम्बन्ध में नियोक्ता का निर्णय बोलीदाताओं के लिये बाध्यकारी होगा जिस पर कोई प्रश्न अथवा अपील स्वीकार नहीं किया जाएगा.

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

12. किसी भी कारणवश निर्धारित समय एवं तिथि के पश्चात प्राप्त कोटेशन तथा टेलीग्राफिक व फैक्स किये गए कोटेशन पर विचार नहीं किया जाएगा.

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

13. राष्ट्रीय बैंक स्टाफ महाविद्यालय, बिना कोई कारण दर्शाए किसी आवेदन को स्वीकार करने अथवा सभी आवेदनों को अस्वीकार करने का अधिकार सुरक्षित रखता है.

National Bank Staff College reserves the right to accept any or reject all the applications without assigning any reason thereof.



14. कोई भी सशर्त प्रस्ताव स्वीकार नहीं किया जाएगा. किसी भी स्पष्टीकरण के लिए, आप व्यक्तिगत रूप से डीपीएसपी अनुभाग से संपर्क कर सकते हैं या nbsc@nabard.org पर ई-मेल भेज सकते हैं.

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

भवदीय/Yours faithfully

ह./--S/d-

(शंकर दोराईस्वामी)

उप महाप्रबंधक/Deputy General Manager



Quotation for Selection of Project Management Consultant for Installation of a 100 sq.m. Hydroponics System at National Bank Staff College, Lucknow

Form of Quotation

The Principal
National bank Staff College
Lucknow

Dear Sir,

I/We have read and understood the Request for Quotation and contents and instructions in the quotation document such as Scope of Work, Scale of Charges, Method of Payment, Time Schedule for Assignment, Price Bid instructions and other terms and conditions of this document. I/We hereby declare that the information furnished by me/us in the quotation document is correct to the best of my/our knowledge and belief.

Memorandum:

- (a) Description of work: Quotation for selection of Project Management Consultant for Installation of a 100 sq.m. Hydroponics System at National Bank Staff College, Lucknow
- (b) Earnest Money Deposit: Rs. 10,000/-

Should this quotation be accepted, I/We hereby agree to abide by and fulfil the terms and provisions or the said conditions of the quotation annexed hereto so far as they may be applicable or in default thereof to forfeit the EMD and pay to the National Bank Staff College, the amount mentioned in the said quotation conditions.

The names of partners of our firm are:

(i)

(ii)

Name of the partner of the firm Authorized to sign

Yours faithfully

Date:

Signature

Place:

**Basic Information**

Sl.	Particulars	<u>Details</u>
1	Name of the Applicant/Organisation and address of the registered office.	
2	Year of Establishment	
3	Type of the Organisation (whether Sole Proprietorship/Partnership/Private Limited/Limited or Cooperative Body etc.)	
4	Name of the Proprietor / Partners / Directors of the Organisation / Firm	
5	Details of Registration (Whether Partnership firm, Company, etc.)- Registering Authority, Date, Registration No., etc. mentioning the business/ activity of the firm.	
6	Whether registered with Government/ Semi Govt. /Municipal Authorities or any other public organisation and if so, in which class and since when?	
7	Experience	(Give details as separate enclosure)
8	Qualified personnel available with the organisation	(Give details as separate enclosure)
9	Yearly turnover of the company during last 5 years (Year-wise)	
10	Permanent Account Number (PAN)	(Attach a copy)
11	GSTIN	(Attach a copy)
12	Bank Account Number	(Attach a cancelled cheque)
13	IFSC Code	
14	Beneficiary Name	
15	Whether any Civil Suit/litigation arisen in the contracts executed during the last ten years/being executed now. If yes, please furnish the details	
16	Number of supplementary sheets attached	

SIGNATURE AND SEAL OF THE APPLICANT



Note: National Bank Staff College, which is a training establishment of National Bank for Agriculture & Rural Development, shall hereinafter be referred as “Employer”.

A. Scope of Work

Scope of the consultancy shall include the following works:-

- 1) Taking the Employer’s instructions and after visiting the site and detailed surveying and investigations, preparing 2D detailed sketch with dimensions, preparing 3D walk through of the proposed designs, if needed according to the requirement of the Employer, preparing plans with alternative schemes, preparing presentation wherein the details of the scheme may be explained in detail before senior management of the Employer and any doubt that may arise thereof may be clarified and changes, if any, suggested in the proposed design may be incorporated or deleted as found suitable, to meet the needs of the Employer, so as to enable the employer to select the design and the scheme.
- 2) Preparing preliminary project cost estimate with detailed specifications on the final sketch design and scheme and preparing report on the merits of the selected scheme, so as to enable the employer to take a decision on the sketch designs and the scheme as a whole and approve the same.
- 3) Preparing final project cost estimate with detailed specifications and rate analysis after incorporating necessary corrections, if any, as suggested by the Employer and submitting to the Employer.
- 4) Appointing and instructing other consultants for the said works or part or portion thereof as may be considered necessary by the Employer at the Consultants own cost and paying the fees to such other consultant.
- 5) Submitting the drawings as approved by the Employer to appropriate authorities and obtaining their approvals, wherever required.
- 6) Preparing complete final and detailed working 2D interior/exterior drawings with dimensions in MKS system and making 3D view walk through if needed/required by the employer. The Consultant shall get all these drawings and cost estimates approved by the employer before releasing the same for execution or adoption. Consultant shall submit minimum 3 sets of final approved drawings of required size separately to the Employer for reference and for record.
- 7) Drawing up detailed tender documents for all the work complete with specifications, drawings, schedule of quantities, time and progress charts and any other material necessary for completing the tender documents and get the same approved by the Employer. Suitable time schedule shall be worked out mutually for the completion of the above items.
- 8) The selection of the contractors for the execution of work will be through competitive bidding. Preparing the tender documents, preparing select list/pre-qualification list of the contractors with the approval of the Employer, inviting tenders, preparing comparative statements and submitting assessments and recommendation thereon, arranging pre-bid



meeting of contractors in consultation and jointly with the Employer and preparing the minutes of pre-bid meeting and submitting to the Employer for approval, assisting the Employer to conduct negotiation with bidder wherever necessary and after employers decision on the tender, preparing contract documents and getting them executed by the contractors selected by the Employer after obtaining Employers approval for the contracts.

9) Preparing requisite number of copies of the contract documents of the various trades including all drawings, specifications and other particular and such further details and drawings as are necessary, for the use of the Employer, the contractors and the site engineers for the proper execution of the work.

10) Assuming full responsibility for design of all works, for the quantity of the materials used in the work and installations and ensure that the execution is according to the designs, drawings and specifications.

11) Assuming full responsibility for supervision including day-to-day supervision, monitoring, quality control, co-ordination with Employer and the contractor and reporting daily progress by posting sufficient number of qualified technical staff as necessary to ensure proper and timely execution of the said works as per drawings and specifications. Site Engineers shall be engaged full time during the progress of work on daily basis throughout the entire period of the Project for day to day supervision, ensuring smooth progress by prompt supply of drawings and giving proper directions and also co-ordination with all the agencies engaged in the execution of various items of work as required. The technical staff will invariably report to the department every day and keep the Employer's Officers/Engineers involved updated. The Consultant shall have to co-ordinate his work with the works of all other trades.

12) During course of the execution of the project any changes in the design, taking measurements jointly with the contractors after completion of every stage of items of work, recording measurements and quantities in specified measurement books at the site, preparation of computerized soft copies of measurements and quantities in spread sheets and certification of measurement sheets with sign and stamp in all pages of measurement sheet and submitting the certified measurement sheets to Employer.

13) Preparing the rate analysis of extra/substitute items, if any, with due recommendations and submitting to Employer for its approval.

14) Certifying the Running Account Bills and Final Bills of the contractors with due recommendations preferably within a weeks' time of submission of bill by the contractor and submit to Employer for sanction so that the employer shall be able to make payments to the contractor within reasonable time.

15) Preparing detailed comparative statements of works carried out with respect to actual sanctioned awarded quantities with remarks and recommendations to excess and savings of quantities and submit to Employer along with certified RA Bills.

16) Review meetings will be held at Employer on a fortnightly basis in the presence of architect, contractor and a representative of the Employer and issues related to smooth



execution of the project shall be discussed. The minutes of the meetings shall be recorded by the Architect and get it approved by Employer. The changes as decided in review meeting and as per the approved minutes shall be communicated to the contractor in writing by the Architect within a week's time of the review meeting.

17) Issue a virtual completion certificate after completion of work at site and submitting the final two sets of 2D drawing of the completed work (as bilt drawings) with soft copies. The work executed along with the completed drawing will be jointly inspected along with the contractor, architect and Employer representative before settling the final bill.

18) Any other services incidental to or connected with the said works usually and normally rendered by architect and not referred to in any of the items referred to above.

19) The Consultant's association will continue from the beginning of the project work till its completion, settlement of the bills and during defect liability period. The Consultant will plan the works in such a way that the project could be completed within the scheduled time specified in the tender of the project.

20) Indicative list activities to be carried out during the project work are:

- i. Designing the hydroponics system.
- ii. Providing the drawings, layouts, diagrams etc. for the same.
- iii. Giving the detailed specifications for various components of the project along with BIS standards and other industry standards including phytosanitary measures
- iv. Designing the automation and data management system.
- v. Suggesting crops suitable for local weather conditions along with package of practices suitable to the site conditions
- vi. Suggesting the management schedule and functioning of the system.
- vii. Suggesting the qualification criteria for the bidders for SITC and subsequent management of the system for a period of five years
- viii. Indicating quantitative and qualitative parameters for monitoring and evaluation of the project throughout the project period of five years
- ix. All project specs and parameters complete in all respects
- x. Oversee the installation of the components & successful execution/completion of the project.

B. Scale of Charges:-

The consultant shall quote his/her remuneration in Annexure-II for the services rendered by him/her in relation to the said works and in particular for the services herein mentioned as the percentage of actual cost of individual project, inclusive of all taxes. GST shall be paid extra as applicable.

C. Method/Mode of Payment:-

The fees set out in Annexure-II herein shall be initially calculated and paid on the basis



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

- 40% of the total fees after approval of and finalisation of the design.
- 30% of the total fees after award of the work to the contractor for execution.
- 25% of the total fees after final certification and settlement of the bill of the contractor.
- 5% after the expiry of the defect liability of the contractor's work.

D. Time Schedule for Assignment:-

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

Stages of Assignment	Time Schedule
Submission of initial scheme after the date of receipt of work order	Within 10 days.
Submission of Final Scheme	Within 7 days of approval of corrected initial scheme.
Submission of draft detailed estimation, draft tender document with BOQ and drawings.	Within 10 days of approval of final scheme.
Submission of fair detailed estimation, tender document with BOQ and drawings	Within 7 days of approval of draft detailed estimation and tender document.
Scrutiny of Technical Bid, submission of scrutiny statement with recommendations.	Within 14 days of opening of Technical Bid.
Scrutiny of Price Bid, submission of Comparative Statement with recommendations.	Within 7 days of opening of Price Bid.
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.

E. Other Terms & Conditions:-

- 1) Before quoting the fees, the consultant shall visit and inspect the site and shall make



his own assessment about the projects.

2) The fees will be calculated as the percentage of quoted on the actual cost of work as executed as supervised by the Consultant and paid to the contractors. The item of works, which are carried out by the Employer directly, shall be excluded from the aforesaid actual cost to be taken into account for calculation of fee. The Consultant's fee shall include all the expenses related with salaries of site engineer, other staff, consultant's fee and profits, conveyance, TA, DA, etc. for visiting to our office and site for review meetings/inspection of works. All the expenses shall be the part of Consultant's fee and no extra payment shall be made by National Bank Staff College in this regard. No further communication shall be entertained in this regard.

3) We expect that a minimum of 4 site visits may be required during design and execution of phase and consultant may quote their service charge accordingly.

4) The Consultant will be selected according to the lowest among total quoted fees for the project. Numerical value of the fees against the value shall be calculated by converting the percentage fee into values with respect to the approximate cost of the project.

5) 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.

F. Termination of Agreement:-

1) 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 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.

2) If the Consultants shall close their business or die or become incapacitated from acting as such Consultants, then the agreement shall stand terminated.

3) In case

i. The Consultant fail to adhere to the time schedule stipulated in the **Para-D** herein or the extended time which may be granted by the Employer on its sole discretion, or

ii. There is any change in the constitution of the Consultant's 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 Consultant.

(4) In case of termination under sub-clauses 1, 2 or 3, the Consultant 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.



(5) In case of termination under sub-clause 1, 2 or 3, 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 Employer and same shall be surrendered by the consultants to the Employer within ten days from the date of such termination, without demur.

G. Damages:-

Notwithstanding what is contained in clauses herein above, if the Employer is put to any loss or suffers any damages (including cost escalations in execution of the said works) due to delays in carrying out the obligations under these terms or negligence, indolence or breach of any of the terms and conditions herein contained on the part of the Consultants, whether the cause for such loss or damage is immediate or remote, the Consultants shall be liable not only to forgo their fees for the quantum of work thus done but also make good losses and damages on a written demand made by the Employer and a certificate issued by the Employer as regards the amount of such loss or damage shall be final and conclusive as between the Employer and the Consultant and shall not be questioned either inside or outside a Court, Tribunal or Arbitration. Such loss or damage, if not reimbursed within the time stipulated by the Employer, shall, without prejudice to the Employer's right to recover the same in accordance with the law, be recovered by the Employer from any sums payable to the Consultant, either under this contract or any other contract made between the Employer and the Consultants for any other works belonging to the Employer, provided always that such damage or loss recoverable from the Consultants shall not be more than 10% of the fees payable to them under the contract. Provided further that, in addition to what is contained herein above in this clause, the Consultant shall indemnify the Employer through a Professional Liability Insurance policy to be taken at his cost with a Nationalised Insurance Company to the extent of the full amount of fees to be charged by the Consultants on the basis of estimated cost of works. Such policy shall be obtained and deposited with the Employer within a period of 2 months from the date of execution of agreement and shall be kept valid by the Consultants during the subsistence of this Contract.

H. Transfer of Interests:-

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

I. Article of Agreement:-

The Consultant has to sign the agreement as per attached "Article of Agreement"



(Annexure-I). This agreement shall be executed in duplicate and the Employer shall retain the original and the Consultant shall retain the duplicate. The Consultant shall bear the Stamp Duty on the original as well as the duplicate of this Agreement.

J. Arbitration:-

If any dispute, difference or question shall at any time arise between the parties concerning anything or as to the rights, liabilities and duties of the parties under this Agreement, the decision of the Employer is final and binding except in respect of matters for which it is provided hereunder that the same shall be referred to arbitration and a final decision after giving at least 30 days' notice in writing to the other (hereinafter referred to as the "Notice for Arbitration") clearly setting out the items of dispute to a sole arbitrator who shall be appointed as hereinafter provided. For the purpose of appointing the sole arbitrator referred to above, the Employer shall send to the Consultant within thirty days of the "Notice of Arbitration" a panel of three names of persons who shall be presently unconnected with the organisation of the Employer or the Consultant.

The Consultant shall on receipt of the names as aforesaid select any one of the persons so named to be appointed as the Sole Arbitrator and communicate his name to the Employer within 15 days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the Consultant fails to communicate such selection as provided above within the period specified, the Employer shall make the selection and appoint the sole arbitrator from the panel notified to the Consultants.

If the Employer fails to send to the Consultants the panel of three names as aforesaid within the period specified, the Consultant shall send to the Employer a panel of three names of persons who shall be unconnected with either party. The Employer shall on receipt of the names as aforesaid, select any one of the persons and appoint him as the sole arbitrator. If the Employer fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the consultant accordingly, the Consultant shall be entitled to appoint one of the persons from the panel as Sole Arbitrator and communicate his name to the Employer.

If the Arbitrator so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid.

The arbitration shall be governed by the Arbitration & conciliation Act, 1966 as in force from time to time or any Ordinance or Legislation that may be made in lieu thereof. The award of the Arbitration shall be binding and final on the parties. It is hereby agreed that in all disputes referred to the Arbitration, the Arbitrator shall give a separate award in respect of each dispute or difference in accordance with the terms of reference and the award shall be a reasonable award.



The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid in equal proportion by each of the parties. The cost of the arbitration including the fees, if any, of the arbitrator shall be directed to be borne and paid by such party or parties to the dispute in such manner or proportion as may be directed by the arbitrator in the award.

The Employer and the Consultant also hereby agree that the arbitration under this clause shall be a condition precedent to any right of action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

K. Services continued to be rendered notwithstanding any reference or dispute to the arbitration :-

It is specifically agreed that the Consultant shall continue to render its services provided herein with all due diligence, professional skill and tact notwithstanding that any matter, question or dispute has been referred to arbitration.

Accepted all terms & conditions

Date:

Place:

(Signature)

Name, Address and Seal of the Consultant



ANNEXURE-I

Previous Experience

(Please use Separate Sheets for Different Contracts)

Name of the Work & location	
Nature of work involved in the contract	
Name & address of the owner	
The full name, designation, address of the officer under whom the work was carried out	
Contract Amount (In Rs. Lakh)	
Completion period (stipulated)	
Completion period (actual)	
Any other relevant information including reason, if any, for delay in completion of work	

(Signature of the Tenderer with Seal)



ANNEXURE-II

List of Technical Personnel

Name	Age	Qualification	Experience	Nature of Work handled	Date from Which employed in your Organization
1	2	3	4	5	6

(Signature of the Tenderer with Seal)



ANNEXURE-III

Articles of Agreement

ARTICLES OF AGREEMENT made this _____ day of _____ between the National Bank for Agriculture and Rural Development (NABARD) through the Principal, National Bank Staff College, Lucknow (hereinafter called “the Employer”) and having its Office at Sechor-H, LDA Colony, Lucknow-26012 of the one part and M/s _____ (name and address of the consultant) ereinafter called “the Consultant”) through Shri _____, authorized representative of the other part.

WHEREAS the Employer is desirous of getting executed “**Selection of Project Management Consultant for Installation of 100 sqm. Hydroponics System at National Bank Staff College, Lucknow**” 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 said terms and conditions have been signed by or on behalf of the parties hereto.

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

NOW IT IS HEREBY AGREED AS FOLLOWS:-

- 1) In consideration hereinafter mentioned, the Consultant will upon and subject to the conditions annexed, carry out and complete the works shown in the contract, described by or referred to Scope of Works and in the said conditions.
- 2) The 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 therein.
- 4) This Agreement and documents mentioned herein shall form the basis of this contract.
- 5) The Consultant shall afford every reasonable facility for execution of the said work.
- 6) Time shall be considered as the essence of this contract, and the Consultant hereby agrees to complete the entire work within the time period prescribed in the Time schedule



reckoned from the date of issue of work order subject nevertheless to the provision for extension of time.

7) All payments by the Employer under this contract will be made only at Lucknow.

8) All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Lucknow and only Courts in Lucknow 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.

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.

SIGNATURE CLAUSE:

SIGNED & DELIVERED BY THE	
National Bank Staff College, Lucknow by the hand of	By the Bidder by the hand of
Shri	Shri
(Name & Designation)	(Name & Designation)
In the presence of:	In the presence of:
1)	1)
(Signature)	(Signature)
Name:	Name:
Address:	Address:
2)	2)
(Signature)	(Signature)
Name:	Name:
Address:	Address:

**ANNEXURE-IV****Quotation for Selection of Project Management Consultant for Installation of Hydroponics System at National Bank Staff College, Lucknow**

Sr. No.	Proposed Project Particulars	Estimated Cost (Rs. In Lakh)	Scale of fees to be quoted by the Consultant as percentage (%) of project cost (Write % in figures and in words)
1.	Designing and day-to-day supervision and Project Management Consultancy of “Supply Installation Testing Commissioning and Management of a 100 sqm. Hydroponics System at National Bank Staff College, Lucknow”. The consultant has to design the proposed Hydroponics system, prepare tender specifications and float tender for the work, finalise contractor for the work, supervise the work on day to day basis, prepare joint measurements of the items of work, certify the RA/final bills of the contractors etc. as mentioned in the scope of work.	37.00	

Note:

1) Consultancy fees to be quoted inclusive of all expenditure related to consultancy assignment as per scope of work and other conditions including all taxes. It should include all the expenses covered under point no. E on page number 8 of this RFQ document. GST shall be paid extra as applicable.

2) Project cost means estimated cost or actual cost, whichever is less.

Place:

Date:

Name, Address and Seal of the Consultant