



निविदा आमंत्रण सूचना / NOTICE INVITING TENDER

Ref No. NB.LKO/ 1747 / Renovation/ 2021-22

Dated : 26 October 2021

राष्ट्रीय बैंक स्टाफ महाविद्यालय-लखनऊ में नवीनीकरण और मरम्मत कार्यों की योजना, डिजाइन और निष्पादन के लिए निविदा आमंत्रित करने की सूचना

Notice Inviting Tender For Planning, Designing and Execution of Renovation and Repair Works at National Bank Staff College-Lucknow

1. नेशनल बैंक फॉर एग्रीकल्चर एंड रूरल डेवलपमेंट (NABARD), नेशनल बैंक फॉर एग्रीकल्चर एंड रूरल डेवलपमेंट एक्ट, 1981 के तहत स्थापित एक निकाय कॉर्पोरेट है, जिसका प्रधान कार्यालय प्लॉट नंबर C-24, ब्लॉक 'G', बांद्रा-कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व), मुंबई - 400051 में है और देश भर के विभिन्न शहरों में क्षेत्रीय कार्यालय (आरओ) / प्रशिक्षण प्रतिष्ठान (टीई) है

National Bank for Agriculture and Rural Development (NABARD), is a body corporate established under the National Bank for Agriculture and Rural Development Act, 1981 having its Head Office at Plot No. C-24, Block 'G', Bandra-Kurla Complex, Bandra (East), Mumbai - 400051 and Regional Offices (ROs)/Training Establishments (TEs) in different cities across the country.

2. नाबाई अपने सेक्टर-एच, एलडीए कॉलोनी, कानपुर रोड, लखनऊ स्थित प्रशिक्षण प्रतिष्ठान नामतः नेशनल बैंक स्टाफ कॉलेज (बाद में "एनबीएससी" के रूप में संदर्भित) के लिए दो-बोली प्रणाली के तहत नवीनीकरण और मरम्मत कार्यों की योजना, डिजाइन और निष्पादन हेतु मुहरबंद निविदाएं आमंत्रित करता है।

NABARD invites sealed tenders for one of its Training Establishments namely National Bank Staff College (hereinafter referred to as "NBSC") situated at Sector- H, LDA Colony, Kanpur Road, Lucknow under Two-Bid system for Planning, Designing and Execution of Renovation and Repair Works at National Bank Staff College (NBSC), Lucknow.

3. हम आपको उपरोक्त कार्य के लिए निविदा जमा करने के लिए आमंत्रित करते हैं। आपको अनुसूचित वाणिज्यिक बैंक द्वारा जारी 2 लाख रुपये की बैंक गारंटी जमा करनी होगी। बैंक गारंटी बोली की वैधता से 60 दिनों तक वैध होनी चाहिए। अन्यथा आप नाबाई द्वारा बनाए गए चालू खाते में इलेक्ट्रॉनिक मोड (एनईएफटी / आरटीजीएस) के माध्यम से 2 लाख रुपये की ईएमडी राशि भेज सकते हैं, जिसका विवरण निविदा में संलग्न किया गया है।

We invite you to submit the tender for the captioned work. You will be required to submit a Bank Guarantee of Rs.2 Lakh, issued by Scheduled Commercial Bank. Bank Guarantee should be valid up to 60 days beyond the validity of the Bid or you may remit EMD amount of Rs.2 Lakh through electronic mode (NEFT/RTGS) to the current account maintained by NABARD, details of which have been enclosed in tender.

राष्ट्रीय बैंक स्टाफ महाविद्यालय

National Bank Staff College



4. तकनीकी बोली, वित्तीय बोली, बोली प्रस्तुत करने और कार्यों का विवरण और आवश्यक सेवाओं के संबंध में निर्देश निविदा के नियम और शर्तों में विस्तृत किए गए हैं।

Instructions regarding Technical Bid, Financial Bid, Bid Submission and Description of Works and the services required has been elaborated in the Terms and Conditions of the tender.

5. निविदा प्रारंभ होने की तिथि **26 अक्टूबर 2021** है।

Date of commencement of the tender is **26 October 2021**.

5. **10 नवंबर 2021 को अपराह्न 3:30** बजे समिति कक्ष, भूतल, एनबीएससी, लखनऊ - 226012 में बोली-पूर्व बैठक आयोजित की गई है। आप आवश्यक स्पष्टीकरण, यदि कोई हो, के लिए नियम और शर्तों को समझने के बाद बैठक में भाग ले सकते हैं।

A pre-bid meeting has been arranged on **10 November 2021 at 3:30 PM** at Committee Room, Ground Floor, NBSC, Lucknow – 226012. You may attend the meeting after understanding the terms and conditions to seek required clarification, if any.

6. निविदा जमा करने की **अंतिम तिथि 17 नवंबर 2021 शाम 5:30 बजे तक** है। तकनीकी बोलियां **18 नवंबर 2021 को अपराह्न 03:30 बजे** समिति कक्ष, भूतल, एनबीएससी, लखनऊ - 226012 में इच्छुक बोलीदाताओं की उपस्थिति में खोली जाएंगी। सभी बोलीदाताओं को उनके अपने हित में निर्दिष्ट तिथि पर उपस्थित होने की सलाह दी जाती है। इस संबंध में अलग से कोई सूचना नहीं दी जाएगी। प्रत्येक बोलीदाता के मात्र दो ही प्रतिनिधि उपस्थित रह सकते हैं। तकनीकी बोली खोलने में भाग लेने के लिए प्रतिनिधि को बोलीदाता से अपने लेटरहेड पर एक प्राधिकरण पत्र प्रस्तुत करना होगा।

Last date for submission of bids is **17 November 2021 till 5:30 PM**. The Technical Bids will be opened **on 18 November 2021 at 03:30 PM** at Committee Room, Ground Floor, NBSC, Lucknow – 226012 in presence of the bidders interested to be present. All the bidders are advised in their own interest to be present at the specified date. No separate intimation will be given in this regard. Not more than two representatives from each bidder shall be entertained. The representative has to furnish an authorisation letter from the bidder on their letterhead for participating in the technical bid opening.

7. वित्तीय बोली तकनीकी बोली के विस्तृत मूल्यांकन के बाद बाद की तारीख में खोली जाएगी। वित्तीय बोली खोलने की तिथि केवल तकनीकी रूप से योग्य बोलीदाताओं को ही सूचित की जाएगी।

The financial bid shall be opened at a later date after detailed evaluation of the technical bid. The date of opening of financial bid shall be intimated to the technically qualified bidders only.

8. यदि दो या दो से अधिक निविदाकार समान राशि का उद्धरण करते हैं, तो उन निविदाओं को दरों में संशोधन करने का एक और अवसर दिया जाएगा।

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National Bank Staff College



In case two or more tenderers quote identical amount, one more opportunity will be given to those tenders to revise the rates.

9. नाबार्ड न्यूनतम बोली स्वीकार करने के लिए बाध्य नहीं है

NABARD does not bind itself to accept the lowest bid.

10. तकनीकी और वित्तीय बोलियों और निविदा प्रक्रिया के संबंध में बैंक का निर्णय अंतिम होगा। यदि कोई बोलीदाता निर्धारित आवश्यकता से कोई विचलन प्रस्तावित करता है तो निविदा को अस्वीकार कर दिया जाएगा। नाबार्ड के पास ऐसा करने का कोई कारण बताए बिना किसी भी निविदा को स्वीकार या अस्वीकार करने का अधिकार सुरक्षित है। इस संबंध में बैंक का निर्णय अंतिम होगा। इच्छुक निविदाकर्ता बैंक को संतुष्ट करने में विफल होने की स्थिति में, बैंक को निविदा को अस्वीकार करने का अधिकार सुरक्षित है।

The decision of the bank shall be final with regard to technical and financial bids and the tendering process. The tender will be rejected, if any bidder proposes any deviation from the prescribed requirement. NABARD reserves its right to accept or reject any tender, without assigning any reasons for doing so. The decision of the bank in this regard shall be final. In the event of intending tenderers failure to satisfy the bank, the bank reserved the right to reject the tender.

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(प्रधानाचार्य)

राष्ट्रीय बैंक स्टाफ महाविद्यालय

लखनऊ

राष्ट्रीय बैंक स्टाफ महाविद्यालय
National Bank Staff College

Tender
For
Planning, Designing and Execution of Renovation and
Repair Works
at

National Bank Staff College, Lucknow



Department of Premises, Security and Procurement,
National Bank Staff College, Lucknow
Sector-H, LDA Colony, Kanpur Road, Lucknow- 226012
(email: *nbsc@nabard.org*)

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SECTION 1: PROJECT SUMMARY

NATIONAL BANK STAFF COLLEGE, LUCKNOW TENDER FOR “PLANNING, DESIGNING AND EXECUTION OF RENOVATION AND REPAIR WORKS”

National Bank for Agriculture and Rural Development (NABARD), is a body corporate established under the National Bank for Agriculture and Rural Development Act, 1981 having its Head Office at Plot No. C-24, Block 'G', Bandra-Kurla Complex, Bandra (East), Mumbai - 400051 and Regional Offices (ROs) / Training Establishments (TEs) in different cities across the country. NABARD invites sealed tenders for one of its Training Establishments namely National Bank Staff College (hereinafter referred to as “NBSC”) situated at Sector- H, LDA Colony, Kanpur Road, Lucknow under Two-Bid system for **Planning, Designing and Execution of Renovation and Repair Works at National Bank Staff College (NBSC), Lucknow**. NABARD proposes to Renovate the Hostel Blocks and other buildings as well as other structural repair works in our campus. Design should be based on National Buildings Code of India (NBC) and shall confirm to all Bureau of Indian Standards (BIS) codes for various services and also shall comply with the requirements of Local Municipality and Development Regulations of Local Development Authority.

NABARD invites e-bids for “**Planning, Designing and Execution of Renovation and Repair Works at National Bank Staff College (NBSC), Lucknow**” from Central Public Sector Undertakings (CPSU) / Central Government Organization, herein after called the “Executing Agency”. The Executing Agency will be responsible for the entire project. The activities of Executing Agency shall also include presenting alternate designs for approval of NABARD, preparation of detailed architectural and structural design drawings, supervision, preparation of cost estimates, carrying out tendering and selecting the ‘contractor’ for construction of building, advising NABARD, liaisoning with local authorities, obtaining all necessary clearances from the authorities, local bodies, etc. , interior furnishing of building through the contractor, onsite supervision etc. entering into necessary agreements with the appointed contractors, certifying the RA Bills of the contractors and releasing the payments, settlement of final bills of the contractor, rectification of defects through the contractors during the defects liability period, managing the contractors as per the terms and conditions of the Contract Agreements, resolution of disputes, if any, etc.

For the activities to be rendered by the Executing Agency as mentioned above, the Executing Agency will be paid service charges which the bidder is required to quote in financial bid in response to this TENDER. The Executing Agency will be paid the service charges as percentage of Project Construction Cost (PCC) to be charged by the contractor. **The contract value will be percentage (%) of total project construction cost quoted by the bidder.**

The bidder shall submit **two separate E-bids** for the work - **Technical Bid and Financial Bid**. The same can also be downloaded from the website of <https://nabard.eproc.in/>.

Tenders may be submitted online not later than **5:30 PM on 17 NOVEMBER 2021**. Tenders received after stipulated date/ time shall not be entertained.

Technical Bids shall be opened online on **18 NOVEMBER 2021** at 3.30 PM at the **Committee Room, Ground Floor**, National Bank Staff College-Lucknow in the presence of the Bidders and / or their representatives who choose to be present.

The Financial Bid of only those bidders, who fulfill the technical bid requirements, will be opened. The Financial Bid shall be opened at a later date after the detailed evaluation of Technical Bid. The date of opening of Financial Bid shall be intimated to the technically qualified bidders only.

This tender is to identify the bidder for the work on the basis of service charges quoted by the bidder as a percentage of total PCC. The shortlisted bidder will not automatically get award of final work and assigned work will be awarded to the bidder complying with all the specifications and Terms and Conditions stipulated to the satisfaction of NABARD. NABARD reserves its right in this regard. Selected Bidder shall have to execute an Agreement with NABARD as per the Terms and Conditions of NABARD. Draft Agreement Enclosed.

PRINCIPAL
NATIONAL BANK STAFF COLLEGE
LUCKNOW

Contact details for online e-tendering support		
Sr.No.	Name of the person	Contact No.
1	Fairlin Jivin	0124-4302000 (Extension-112)
2	Ujwala Shimpi	0124-4302000 (Extension-114)
3	Sachin Toraskar	0124-4302000 (Extension-200)
4	Email support	nabardsupport@c1india.com

SECTION 2: DEFINITIONS

Sl.No.	Term	Definition
1	Bidder	The word 'Bidder' when used before award of the Contract shall mean the parties bidding against this TENDER, and when used after award of the Contract shall mean the successful party with whom the Bank signs the resultant Contract for implementation of the Project.
2	Contractor	Contractor is the contractor selected and appointed by the Executing Agency to carry out the construction and furnishing of the building. Contractor is to be selected through tendering process to be carried out by the Executing Agency.
3	Building	Hostel Blocks, Office Building, Residential Quarters etc at National Bank Staff College Campus, Sector-H, LDA Colony, Lucknow
4	Contract	The Contract to be signed between the successful bidder and NABARD together with any subsequent modifications, all Annexures, Schedules, documents incorporated by reference, the contents and specifications of the TENDER and the proposal submitted by the successful bidder.
5	Date of Acceptance	The date on which possession of all the building has been taken by the NABARD upon handing over by Executing Agency after the date of completion of renovation and repair works.
6	Date of completion	The date of handing over allowing NABARD to occupy and use the buildings under reference for its specified uses, as obtained by the Executing Agency after completion of renovation and repair works and completion of all scope of work of the project in all respects (except the scope during warranty periods).
7	Date of start of warranty period	The date next to the date of acceptance.
8	Deliverables	The products, infrastructure and services to be delivered by the Executing Agency as per the TENDER and Contract and as proposed in the Proposal and all related documentation/designs/policies and guidelines.
9	Effective date of the Contract	The date specified as the date when the contract comes into effect and in case no such date is mentioned the date of signing of contract.
10	Executing Agency	The successful bidder with whom the Contract for implementation of the project is signed and shall be deemed to include Executing Agency's agents, successors, and representatives, permitted assigns
11	Parties	The Bank and the Executing Agency collectively, for the purposes of this Contract and "Party" shall be interpreted according to the context therein.
12	Project	Project means the turn key project of Renovation and Repair works at National Bank Staff College, Lucknow included in scope of work.
13	Project Committee	The committee constituted by Principal, National Bank Staff College-Lucknow to monitor the project after the selection of Executing Agency for reviewing the progress of works periodically and to take necessary decisions for expediting

		the works at site.
14	Project Construction Cost	Project Construction cost is the amount payable to the Contractor for Renovation and Repairs of buildings and includes cost for civil work, cost of equipment/items, supply, installation, electrical and furnishing work, warranty/ies etc. but does not include the cost of services of design, drawings, tendering, supervision, advisory etc. done by Executing Agency. It is also exclusive of GST and associated cess etc.
15	Proposal / Bid	The Technical and Financial bids submitted for this project against this TENDER.
16	CPSU/Govt. Organization	Central Government Departments/Public Sector Undertakings set up by the Central Government or State Government Departments/ Public Sector Undertakings set up by the State Government to carry out civil or electrical works or any other Central Government Organization/ Central PSU notified by the Ministry of Urban Development for such purpose.
17	Bank	National Bank for Agriculture and Rural Development having head office at C-24, 'G' Block, Bandra Kurla Complex Mumbai and its Training Establishments namely National Bank Staff College (hereinafter referred to as "NBSC") situated at Sector- H, LDA Colony, Kanpur Road, Lucknow.
18	Tender	The invitation letter bearing reference no. ----- including its annexure(s) and any other documents/formats provided by the Bank along with this Tender or issued during the course of the selection of successful bidder including corrigendum and clarifications.
19	Scope of Work (SoW)	The work and activities to be performed and materials to be provided by the Executing Agency and building/s to be renovated/repared for delivering the duly completed Buildings to the Bank. Scope of Work also includes works and activities to be performed by the Executing Agency as provided in Section 3 of the TENDER and as arising from other clauses of the TENDER and Contract and includes the requirements and deliverables of the project.
20	Service Charges	Service charges means percentage quoted by the bidder in financial bid for all the services required (except the items/services for which 'project construction cost' is payable) to completely deliver this project. For the purposes of this project, Service Charges includes cost of designs, drawings, tendering to select contractor, supervision, certification of contractors' RA bills and final bills, advisory, liasioning with local authorities, obtaining clearances and certificates, settlement of disputes with the contractors, if any, including resolution of disputes through ADR, etc. Service charges shall also include the cost of appointment and fee payable to various Executing Agency and architect appointed by them for design of the building and its various services.
21	Similar work	Repair and Renovation Works including Construction of RCC frame building including internal water supply, sanitary installation, internal electric installation, internal furnishing, interior decoration all executed under single agreement.
22	Total Contract Value	It is the total of Project construction Cost and Service Charges excluding GST and associated cess etc.
23	Work	Includes designing, civil work, electrical work, plumbing, furnishing, equipment, supply and installation, services and

		all necessary activities for proper completion of work and obtaining occupation certificate from local authorities.
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SECTION 3 : SCOPE OF WORK

1. The Executing Agency is responsible for delivering the duly completed Project to the Bank on:

1.1 Certificate from the competent authorities.

1.2 The Executing Agency shall carry out the feasibility study including the applicable rules and norms and the geographical aspects. Rules and norms include the ones which are issued by Central / State / Local Government and bodies.

1.3 The Executing Agency shall appoint a reputed architect firm/company as part of the Executing Agency's team after following the tendering process.

1.4 The Executing Agency (including architect) shall carry out all work pertaining to designs, drawings, etc. for all buildings, services and development works. 3D walk through along with maps etc. shall also be prepared. The Executing Agency / Architect shall collect various information and professionally prepare a thorough, informative and detailed 'design brief document' in a manner also understandable by non-experts. Details of amenities to be provided will be provided by NABARD.

1.5 The Architect firm/company shall also deploy following suitably experienced Engineers/ Architects for the project. They will be deployed for the periods as per the need of the project:

1.5.1 Structural Engineer/s: He/ She/They will consider the Structural Repair Works that are to be carried out in the various buildings of National Bank Staff College campus.

1.5.2 Engineer/s for Building Services: He/ She/They is/are required to design the building services such as water & plumbing, electrical systems, mechanical systems, lighting, telecoms etc. in a cost-effective and energy efficient manner and also keeping in mind the ease of use and least level of maintenance.

1.5.3 Interior Designer: Interior designer/s will design the interiors of the buildings in a pleasant manner and keeping in view the ease of use for the occupants. The design should require less maintenance. The common areas should be designed keeping in mind the public usage.

1.6 All the designs, colour and features etc. would be finalized/amended as per decision/approval of the Bank.

1.7 The Executing Agency shall carry out initial estimation of bill of quantities for the scope of work including civil, electrical, electro-mechanical equipment, sanitary and plumbing works, interior works etc and submit a price estimate prepared as per latest CPWD Delhi Schedule of Rates. However, for purpose of tendering accurate quantities are required to be calculated for BOQ.

1.8 Architect/Interior Designer will prepare the detailed drawings, 3D views etc for the interior decoration works.

1.9 The Executing Agency shall invite tenders after due publicity for selecting a contractor and award the work for project to the contractor. The tendering process for selecting the contractor including the eligibility conditions for the prospective bidders, products specifications; shall be carried out by the Executing Agency following Central Vigilance Commission (CVC) guidelines, General Financial Rules, 2017 and other applicable government norms along with its own documents /manuals. The Executing Agency shall ensure sufficient competition amongst the bidders.

1.10 The Executing Agency shall prepare a detailed action plan and roadmap with timelines and update the same from time to time in order to ensure quick and timely completion of the project. The Executing Agency shall use modern technological tools/programmes in this regard. The project shall be monitored as per Critical Path Method (CPM) chart which shall be submitted by Executing Agency within 60 days of execution of contract.

1.11 The Executing Agency shall render professional and objective advice to the Bank from time to time. The Executing Agency shall also assist the Bank in any reporting/compliance being done by the Bank.

1.12 The Executing Agency shall supervise and monitor and be responsible for the works and activities being carried out by the architects, contractor and other sub- contractors (if any). The execution agency shall depute adequate number of engineer(s) exclusive for the project who may be reporting to other senior

Engineers in the organization.

1.13 The Executing Agency shall deliver the duly completed building(s) along with all duly completed civil and structural repairs, interior renovation, furniture etc.

1.14 The service charges to be quoted by the Executing Agency shall include the cost of appointment and fee payable to various Consultants and Architect appointed by them for various services.

1.15 Warranty: The Executing Agency is required to provide all services as specified during the warranty period which is one year from the date of acceptance of project. However, the waterproofing and structural repairs shall be guaranteed for 10 years.

1.16 The work shall be carried out as per the directions of the Bank/Project Committee.

2. DUTIES AND RESPONSIBILITIES OF EXECUTING AGENCY

2.1 The primary responsibility of the project would remain with the Executing Agency.

2.2 The Executing Agency shall execute the renovation and repair works as per the scope of work through the contractor.

2.3 Site office shall be set-up in the National Bank Staff College, Lucknow campus by the Executing Agency/contractor of appropriate size as per the requirements. Suitable space for site office shall be provided to Executing Agency by Bank within the Campus.

3. REPORTING AND ACCOUNTING

3.1. The Executing Agency shall give periodically (but not later than once a month) copies of the expenditure certified by its representative on the project, for reimbursement of expenditure incurred from the funds advanced to the Executing Agency. On completion of work, the accounts of the work shall be closed and a final statement shall be submitted for settlement, along with refund of excess deposit received, if any, audited by a reputed registered Chartered Accountant. The Bank, reserves the right to get the work and payments made technically checked and audited periodically (at reasonable intervals) as well as final payment by its own officer/independent Govt. /Private agency.

3.2 PMC will be liable for compliance of statutory laws/rules/regulations.

3.3 PMC shall be wholly responsible for any observations and/or comments and, if any, defects pointed out by CTE and CVC and or CAG in the planning & procedures of execution of the project.

SECTION 4: PAYMENT TERMS

1. SERVICE CHARGES:

1.1 The Bank will pay service charges as a percentage of total PCC to the Executing Agency plus GST.

1.2 The Executing Agency shall raise the bills as per the following terms:-

1.2.1 5% of the Service Charges would become due upon finalization of designs, drawings and price estimates of the proposed project.

1.2.2 15% of the Service Charges would become due upon finalization, selection and signing of contract with "contractor" for start of the project or start of 'building period', whichever is later.

1.2.3 Next 70% of the Service Charges would be paid to the Executing Agency in a quarterly manner after the start of the 'building period' and will become due at the end of respective quarter proportionate to financial progress based on project cost.

1.2.4 Next 5% of the Service Charges would become due to the Executing Agency upon acceptance of the project/taking over the Building(s) by the Bank.

1.2.5 Next 5% of the service charges would become due to the executing agency after removal of all defects during defects liability period.

Payment shall be made via mode of electronic payment only.

2. PROJECT CONSTRUCTION COST (PCC):

2.1 The Bank would provide advance amount of 10% of the project construction cost (PCC), herein after termed as 'Initial Deposit', after necessary approvals and clearances for construction are obtained by Executing Agency from the statutory authorities (if applicable). The Executing Agency is required to use the money exclusively for the project and in the best interest of the project. All amounts released to Executing Agency will be kept in exclusive interest bearing account and interest earned net of TDS will be refunded to NABARD. RA Bills would be raised for the construction work on regular intervals.

2.2 Pre-final bill on the un-audited accounts shall be submitted within two months of actual completion of work. When the accounts of the Executing Agency have been audited, final bill shall be settled within three months of its submission as far as practicable.

3. The Executing Agency &/or the Bank, as the case may be, shall deduct TDS according to law in force at the time of billing.

4. The payment by the Bank shall be made by transfer of funds in a separate dedicated interest earning Bank Account to be opened in any one of the Nationalized Banks. The interest earned on the same shall be paid to NABARD by the Agency.

5. The Executing Agency shall give in writing the budget of the funds required in proportion to the work to be done during the next year as required by the Bank from time to time. Funds requirement for next year before close of each year shall be furnished during third quarter of each financial year.

6. No escalation in the Service Charges will be allowed during the completion of the project. The prices once accepted by the Bank shall remain firm and valid till the contract remains in force. The Bank shall not entertain any increase in the prices during the period. Any savings in the costs or savings in expenses will be passed on to the Bank. Any compensation / liquidated damages levied by the Executing Agency due to non-fulfillment of any clause of the contract by the contractor or any such recovery from the contractor for bad work or delay or for any other reasons whatsoever shall be passed on to the Bank.

7. Bank will deduct such tax at sources as per the rules and issue necessary certificates to the Executing Agency.

8. The Bank shall have right to deduct any amount payable / owed by the Executing Agency to the Bank from the bills.

SECTION 5: PROJECT PERIOD

1. The Executing Agency shall execute the project on a time bound manner within 18 (Eighteen) months from date of start of project period and complete all scope of work (excluding scope of work during warranties' period) within this period and hand over the duly completed building/s to the Bank within this period.

2. The building period shall start from the latest of the following: -

- a) Date of approval of design/drawings from statutory authorities.
- b) Date of release of Initial deposit.

This date of start shall be known as Date of Start of Project Period.

3. However, the completion period as mentioned above may be extended by the Bank if the delay in the project's completion occurs solely due to reasons neither attributable to Executing Agency nor to the contractor contracted by the Executing Agency and which has been timely and duly intimated to the Bank in writing from time to time.

4. The Bank and Executing Agency shall mutually decide the timelines for various milestones to be achieved by Executing Agency during the above stated period of 18 months. The Executing Agency shall submit a detailed proposal in this regard to the Bank.

5. Within the total period as aforesaid, the Executing Agency shall take up the work in such a manner as to make available the accommodation or the work done for the use in a reasonable and phased manner.

6. The Executing Agency shall be required to complete and handover the duly completed project and achieve the 'date of acceptance' within the period stipulated in Para 1 above and extension (if any) as per Para 3 above. In case of delay, in addition to other actions which the Bank may take, the Executing Agency shall be liable to pay the Bank liquidated damages (not amounting to penalty) at the rate of 0.25% (one fifth percent) of the Project Construction Cost (PCC) per week of delay subject to maximum of 5% (five percent) of the Project Construction Cost.

7. The Executing Agency shall send completion report with drawings and maintenance schedules to the office of the Bank in writing within 90 days from date of acceptance.

SECTION 6: TERMS AND CONDITIONS

1. The Executing Agency will make its best endeavor to reduce the cost of construction by any change of specification, method of construction, value of engineering or any innovative or economical design. Such reduction in the cost of construction shall be made with the approval of the Bank without affecting/prejudicing or endangering in any way the safety or security of the building constructed by the Executing Agency.

2. WARRANTY:

2.1 The Executing Agency shall be responsible for proper structure, structural safety, quality, workmanship, functioning and liability of the project including all equipment, machines etc. installed for a period of twelve months from the date of acceptance.

2.2 Any defects discovered / arising during the period aforesaid shall be rectified by the Executing Agency forthwith at its own cost and expenses. In the event of the failure on the part of the Executing Agency to rectify the defects within a reasonable period, the same may without prejudice to any other rights available to it in law, be rectified by the Bank for and on behalf of the Executing Agency and at the cost and expenses of the Executing Agency, after due notice

2.3. Defects would include malfunctioning, below normal performance, cracks including wall cracks and roof cracks, dampness, defective or faulty electrical wiring or lighting, defective or faulty plumbing, inadequate drainage systems, etc. It would also include other/ancillary issues like fungus, or termite infestation when arising as a result of other defect. The rectification is required to be carried out in such a manner so that such defect do not recur / repeat in the long term.

2.4 The Bank shall have the right to deduct or set off the expenses incurred by it in rectifying the defects as aforesaid from or against any amount due and payable or becoming due and payable by the Bank to the Executing Agency.

2.5 The Executing Agency shall carry out examination of structural safety, quality, workmanship, functioning etc. of the various works involved in project including all equipment, machines etc. every six months during the warranty period. The report in this regard shall be submitted to Bank within 10 days of completion of each such 6 months.

3. SPECIAL WARRANTY:

3.1. The Executing Agency shall be responsible for water proofing works for an additional period of 108 months (One hundred and eight) from the date of expiry of warranty of twelve months as mentioned in paras above.

3.2. Defects during this period would include water / dampness / seepage related malfunctioning, below normal performance, cracks etc. It would also include other/ancillary issues like fungus, or termite infestation when arising as a result. The rectification is required to be carried out in such a manner so that such defect do not recur / repeat even after warranty period is over.

4. The Executing Agency shall, unless otherwise specified, be fully responsible for procurement of all materials and services for the successful completion of project.

5. The Executing Agency shall follow the latest standard CPWD specifications and the latest BIS specifications and codes of practices as applicable and ensure that the project meets the minimum requirement as per norms and meets the higher norms/rating as decided by Bank as per norms.

6. The Bank will have the right to inspect the quality of material and workmanship at any point of time and ask the Executing Agency to take corrective steps if any work is not found to the satisfaction of the

Bank.

7. The Executing Agency will maintain all necessary records at site office and attend to inspection if any by the government agencies such as CVC, comply with their statutory requirements and effectively arrange for replying the observations/queries of CTE/CVC, auditors, labour department, statutory authorities etc. as the case may be and settling the same to their satisfaction. The executing agency shall be fully responsible for observance of all labour and other applicable laws in the matter and shall indemnify and keep indemnified Bank against effect of non-observance of any such laws.

8. The Executing Agency will furnish periodically all the test certificates duly certified by them for information and record of the Bank.

9. GOVERNING LAW AND DISPUTE RESOLUTION:

If any dispute, difference, or question shall at any time arise between the parties regarding the execution of this project or concerning anything herein contained or arising out of this agreement or as to the rights, liabilities and duties of the parties hereunder, except in respect of matters for which it is provided hereunder on which the decisions of the Bank is final and binding, the same shall be referred to arbitration and a final decision after giving at-least 30 days' notice in writing to the other (hereinafter referred to as the Notice for Arbitration) clearly setting out disputes to a sole arbitrator who shall be appointed as hereinafter provided.

For the purpose of appointing the sole arbitrator referred to above, the Bank shall send to Executing Agency within 30 days of the notice of arbitration a panel of three names of persons who shall be presently unconnected with this organization of the Bank or the Executing Agency.

The Executing Agency shall on receipt of the names as aforesaid select any of the persons so named to be appointed as the sole arbitrator and communicate the same 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 Executing Agency fail to communicate such selections as provided above within the period specified, the Bank shall make the selection and appoint the sole arbitrator from the panel notified to the Executing Agency.

If Bank fails to send to the Executing Agency the panel of three names as aforesaid within the period specified, the Executing Agency shall send to the Bank a panel of three names of persons who shall be unconnected with either party. The Bank shall on receipt of the names as aforesaid select any one of the person and appoint him as the sole arbitrator. If the Bank fails to select the person and appoint him as the sole arbitrator within 30 days of the panel and inform the Executing Agency accordingly, the Executing Agency 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 refuse his appointment or vacate his office due to any reason whatsoever another sole arbitrator shall be appointed as aforesaid.

The arbitration shall be governed by the Indian Arbitration and Conciliation Act, 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 arbitrator shall give a separate award in respect of reference and the award shall be a reasoned award.

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

proportion as may be directed by the arbitrator in the award.

The employer and the Executing Agency 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.

9.1 This Agreement shall be governed by, and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts in Lucknow, India only.

9.2 The Parties to this Agreement hereby agree that they will, at all times, act in good faith, and make all attempts to resolve all differences/disputes howsoever arising out of or in connection with the interpretation or implementation of this Agreement (each such, a "Dispute"), the Parties (the "Disputing Parties") shall attempt in the first instance to resolve such Dispute through amicable consultations/discussions failing which, they shall resort to Arbitration. If the Dispute is not resolved through such consultations within 60 (sixty) Business Days (or such longer period as the Disputing Parties may agree to in writing) then either of the Disputing Parties may, by notice in writing to each other, refer the Dispute to binding arbitration in accordance with the Arbitration and Conciliation Act, 1996. The Disputing Party shall appoint 1 (one) arbitrator, and the non-disputing Party shall appoint 1 (one) arbitrator. The two (2) arbitrators shall then jointly appoint a third arbitrator, who shall act as the presiding arbitrator.

9.3 The place of arbitration shall be Mumbai and all arbitration proceedings shall be conducted in the English language.

9.4 The Arbitrators shall be persons of Professional repute who are not directly or indirectly connected with any of the Parties to this Agreement. They shall have prior experience as arbitrators.

9.5 The arbitration award shall be final and binding upon the Parties and shall be enforceable in any competent court of law, and the Parties agree to be bound and to act accordingly. The arbitral tribunal may (but shall not be required to) award to a Party that substantially prevails on merits, its costs and reasonable expenses (including reasonable fees of its counsel).

10. The Executing Agency shall supply soft copies and hard copies of all services plans and any other designs and detailed drawings required for the execution of the project, as well as the specifications for all items of work, detailed description of item of work, bills of quantities along with copies of details of measurement to the Bank. Ownership of all such documents, drawings, design, plans etc. shall vest with Bank.

11. The Executing Agency shall also provide water, sewerage and electricity connections from the concerned authority for which it will obtain estimates from concerned authorities. These amounts as per estimates will be deposited by the Bank through executing agency to the concerned authorities.

12. The Executing Agency shall clear the site of materials etc. within one month from the date of completion failing which the Bank shall dispose it off in the manner deemed fit by the Bank.

13. The Executing Agency should have office in the Lucknow or shall set up office in Lucknow within 30 days of signing of the contract.

14. The resultant contract will be interpreted under Indian Laws.

SECTION 7: BIDDING PROCESS DETAILS

1. The following table provides information regarding the important dates of the bid process:-

1.	Tender Inviting Authority	Principal, National Bank Staff College, Lucknow
2.	Job Requirement	Selection of agency for "Planning, Designing and Execution of Buildings of Renovation and Repair Works at National Bank Staff College, Lucknow
3.	Publication of the Notice inviting bids in newspaper and Publication of e-tender for invitation of bids.	27 October 2021
4.	Last date for receiving queries/ clarifications	17 November 2021 (1730 hrs)
5.	Date, Time & Venue of Pre-Bid Meeting	10 November 2021, National Bank Staff College, Lucknow
6.	Bid Security /Earnest Money Deposit Amount Payable	Rs.2 Lakh
7.	Date, Time & Venue of Opening of Technical bids	18 November 2021 (1530 hrs), National Bank Staff College, Lucknow
8.	Date for the opening of Financial Bid for technically qualified bidders	Shall be intimated to bidders qualified in Technical Bid separately.

The TENDER documents can be downloaded online from the website of www.nabard.eproc.in, www.nabard.org, www.nbsc.in

2. ELIGIBILITY CRITERIA

Central Government Departments/Public Sector Undertakings set up by the Central Government or State Government Departments/ Public Sector Undertakings set up by the State Government to carry out civil or electrical works or any other Central Government Organization/ Central PSU notified by the Ministry of Urban Development for such purpose who fulfills the following requirements shall be eligible to apply:

i) Bidder should have been in the same business of Planning, Designing and Construction/ Execution of Residential Buildings/ Colonies, Renovation and Interior Works for a minimum period of 5 years as on 31st March 2021 Or Bidder should have minimum 5 years' experience of similar work as on 31st March 2021.

ii) It should have satisfactorily completed the works as mentioned below during the last five years ending 31st March 2021:-

Three similar works each costing not less than Rs.4.00 crore each

Or

Two similar works each costing not less than Rs.5.00 crore each

Or

One similar work costing not less than Rs.8.00 crore

(For this purpose cost of work shall mean gross value of the completed work including cost of material supplied by the government/ Client but excluding those supplied by free of cost and excluding cost of land. This should be certified by an officer not below the rank of Executive engineer/ Project Manager or

equivalent)

iii) The annual turnover (from similar work) of the Bidder for each of the last three financial years ending on 31st March 2021 must be at least Rs.10.00 crore. The organization should be a profit making entity since last three financial years. A certificate from statutory auditor shall be submitted with the technical bid.

iv) To ensure proven track record of the Bidder the following details to be furnished.

- a. List of similar type of projects completed in last 5 years supported by documentary evidence. If, in any case, there are instances of cost overrun or time overrun, the details of the same to be furnished with reasons thereof including details of any penalty charged against the cost overrun/time overrun.
- b. The Bidder should not have ever failed to perform on any agreement nor been expelled from any project or agreement nor any agreement terminated for breach by the applicant.
- c. The Bidder should have capacity to deploy dedicated technical team at execution site.

5. Bidders who are debarred or blacklisted by any Govt. Departments are not eligible to participate in the e-tendering process. A certificate is to be submitted along with the bid by bidder to the effect that they are not debarred or blacklisted by any Govt. Department. In case if it is found at later stage that the bidder is a blacklisted company declared by any Govt. Department than the works may be withdrawn and EMD/ BID security shall be forfeited.

6. Bidder should have a registered office within municipal limits of Lucknow.

3. PREPARATION OF THE BID DOCUMENTS THROUGH e-TENDERING

3.1. Selection will involve following stages before issuance of letter of appointment.

- i) Upload of e-Tender
- ii) Receipt of e-bids/e-tender
- iii) Opening of technical bids
- iv) Opening of financial bids
- v) Award of contract

3.2. Bid will consist of two parts i.e. Technical Bid and Financial Bid

3.3. Bid will be submitted in 3 envelopes:

a) **File 1:**

i) Copy of Bank Statement for Earnest Money Deposit (EMD) of Rs.2 Lakh will be submitted online to following:

Name of the A/c: NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

Bank Name: NABARD

Branch Name: Head Office, Mumbai

IFSC Code: NBRD0000002

Account number: NABADMN20

The file should contain a receipt in this regard

ii) Duly signed integrity pact as per format enclosed. (to be uploaded along with EMD)

b) **File 2:** Technical bid, duly completed in all respects and signed, to be put into File No.2. This file should

be named as "Technical Bid". The Technical Bid should be prepared as per paragraph number 5 of this section and as per Annexure A.

c) **File 3:** Fully completed and signed Financial bid (Annexure B) to be put into File No.3. This file should contain Financial Bid only and it should be named as "Financial Bid".

3.4. The bids, which are not named as mentioned above, are liable to be rejected. If for any reason, it is found that the Technical bid reveals the Financial Bid related details in any manner whatsoever, or, the Financial Bid is swapped in the file marked "Technical Bid", the Bid document will be summarily rejected in the first instance itself.

3.5. Bids, which are not named/marked, may not be considered.

4. EARNEST MONEY DEPOSIT

4.1. A Bank Statement or proof EMD of Rs 2 Lakh only) must be submitted with the Bid (File No. 1) .

4.2. The Bid Security of all unsuccessful bidders would be returned by Bank within 60 days from the date of opening of financial bid.

4.3. Bids submitted without bid security, mentioned above, will be liable for rejection without providing any opportunity to the bidder concerned.

4.4. The EMD may be forfeited:

4.4.1. If a Bidder withdraws the bid or increases the quoted prices during the period of bid validity or its extended period, if any; or

4.4.2. In the case of a successful bidder, if the Bidder fails to sign the Contract within reasonable time.

4.4.3. During the bid process, if any information is found wrong/manipulated/hidden in the bid.

4.4.4. In the case of successful bidder, if the bidder has got blacklisted by any Central Government Ministry/ Department or any Central Public Sector Unit during the interim period from submission of bid to signing of contract.

4.5. If the PSU/ Central Govt. Organization is exempt from submitting EMD then notification/circular/instruction of Government in this regard needs to be submitted along with letter of bidder in the Envelope No. 1.

5. TECHNICAL BID

5.1. Technical Bid Documents to be placed in File 2:

5.1.1. Request for Proposal duly signed and stamped by the authorized person

5.1.2. The Technical Bid should be as per Annexure 'A' and should be supported by the documents indicated in the said Annexure.

5.1.3. A short profile of the PSU/Organization

5.1.4. A detailed note on financial competence of the PSU/Organization for completing the project.

5.1.5. All the proofs necessary for prequalification as indicated in para 2 of Section 7 of this Document.

5.1.6. Irrevocable undertaking of the offer as per Annexure 'C'.

5.2. The Bank will open all Technical Bids in the first instance on the appointed date, time & venue.

5.3. During evaluation of bids, the Bank may, at his discretion, ask the Bidder for clarification of his bid.

5.4. No bidder shall contact the Bank on any matter relating to his bid from the time of the bid opening to the time the issue of work order. All bidders are strongly advised to furnish all material information in the bid itself.

5.5. Any effort by bidder to influence the Bank in its decision on bid evaluation, bid comparison or work order decision will lead to rejection of his bid.

5.6. The Bank considering Technical Bids may obtain feedback from the clients for whom bidder has executed similar work. Bank will have the discretion to disqualify the bidders based on the feedback received. Decision of the Bank will be full and final in this regard.

6. FINANCIAL BID

6.1. The Financial Bid is required to be submitted in format as in Annexure-‘B’ to this tender document.

6.2. The bidders are required to submit tender in respect of service charges as a percentage of total project construction cost.

6.3. Initially, only the technical bid will be opened. The Financial bid will be opened, only if, the applicant tenderer is selected in the technical bid.

6.4. Rates shall include all statutory and contractual obligations as may be applicable. However rates quoted should be exclusive of GST and associated cess etc.

6.5. The offer is valid for a period of 12 months from date of opening of financial bid. During the validity period of the offer the bidder will irrevocably undertake not to withdraw / modify the offer in terms of the price and other terms and conditions. The bidder would submit irrevocable undertaking of the offer as per Annexure ‘C’.

6.6. The tender will be awarded to the party bidding the lowest service charges as a percentage of total project construction cost.

7. COMPLETENESS OF RESPONSE

7.1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the TENDER documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the TENDER document with full understanding of its implications.

7.2. Bank seeks a specific proposal responsive to this TENDER in every respect and detail, rather than a mere compilation of materials and promotional information used in other transactions. Bank will be appreciative of the quality and responsiveness of the proposal.

7.3. Failure to furnish all information required by the TENDER documents or submission of a proposal not substantially responsive to the TENDER documents will be at the Bidder’s risk and may result in rejection of its Proposal.

7.4. Notwithstanding anything contained in this TENDER, Bank reserves the right to accept or reject any Proposal and to annul the selection process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

7.5. Without prejudice to the generality of above clause, Bank reserves the right to reject any Proposal if:

7.5.1. At any time, a material misrepresentation is made or discovered; or

7.5.2. The Bidder does not provide, within the time specified by the Bank, the supplemental information sought by Bank for evaluation of the Proposal.

7.5.3. Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the bidder quoting the lowest service charges gets disqualified or bid is rejected, then Bank reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of Bank , including annulment of the selection process.

7.6. All columns in the tender document must be duly filled and no column should be left blank. “Nil” or “Not Applicable” should be marked where there is nothing to report. All the pages of the tender documents should be signed by the authorized signatory of the tenderer.

7.7. There should not be any deviation in the terms & conditions as have been stipulated in the tender document. However, in the event of imposition of any other condition, which may lead to deviation with respect of the terms & conditions as mentioned in the tender document, the bidders are advised to bring this in the notice of Bank during pre-bid meeting.

7.8. The original and all copies of the bid shall be typed or written in indelible ink and signed by the Bidder or a person duly authorized to bind the Bidder to the contract uploaded in the system. A letter of authorization shall be supported by a written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid.

7.9. All the Bid documents submitted shall be serially page numbered and contain the table of contents with page numbers.

7.10. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signing the bid.

7.11. Bids received after due date and those received with rates not quoted in specified proforma will not be accepted.

7.12. Bidders are not permitted to alter or modify their bids after expiry of the deadline for receipt of bids.

7.13. If a bidder quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.

7.14. The tender is not transferable.

8. PRE-BID CONFERENCE

8.1. Bank will hold a Pre-Bid Conference, scheduled as per bidding schedule above where the intended bidders can have detailed dialogue regarding the tender, procedure for filling-in the Technical Bid, financial Bid or any other matter/clarifications concerning the tender.

8.2. Pre-Bid Conference will also provide an opportunity to seek clarifications regarding any aspect of the TENDER including bidding conditions, bidding process and the project. Request for clarifications shall be sent by them through email not later than one day before the pre-bid conference. All the requests shall be addressed to the contact person at email id: nbsc@nabard.org.

8.3. All queries relating to the Bid, technical or otherwise, must be in writing only to the designated contact person. The Bank will not answer any communication initiated by prospective bidders later than five business days prior to the due date of opening of the bids. If the Bank, in its absolute discretion, deems that the bidding process will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all prospective bidders.

9. SUPPLEMENTARY INFORMATION TO THE TENDER/CORRIGENDUM/ AMENDMENTS

9.1. If Bank deems it appropriate to revise any part of this TENDER or to issue additional information to clarify an interpretation of the provisions of this TENDER, it may issue corrigendum/supplements/clarifications to this TENDER. Such corrigendum/ supplementary information will be communicated on its official websites: www.nbsc.org, www.nabard.org and <https://nabard.eproc.in/>. Any such corrigendum/supplement shall be deemed to be incorporated by this reference into this TENDER. Any other document released by Bank, is for information purposes only and will not be considered as the part of TENDER or its related corrigendum.

10. VENUE AND DEADLINE FOR SUBMISSION OF BID

10.1. The applicant should submit their bids online. No acknowledgement, in respect of receipt of any bid, shall be issued.

10.2. The applicant should submit their bids online. No acknowledgement, in respect of receipt of any bid, shall be issued.

10.3. Bank may at its discretion, extend the deadline for submission of bids by issuing an addendum and publishing it on its official websites: www.nbsc.org, www.nabard.org and <https://nabard.eproc.in/> in which case all rights and obligations of NABARD and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

11. LATE BIDS

11.1. Bids received after the due date and the specified time for any reason whatsoever, shall not be entertained.

11.2. Tenders received by "Telex/Telegram/Fax/E-mail" or any other mode other than specified in this tender will not be accepted.

12. BID VALIDITY

12.1. The bid / offer shall remain valid for a period of 12 months from the date of opening of financial bid. During the validity period of the offer, the bidder will not withdraw / modify the offer in terms of price and other terms and conditions quoted in the bid. In this regard, the undertaking is to be submitted by the bidder along with the Technical Bid as per the prescribed format (Annexure C).

13. OPENING OF TECHNICAL AND FINANCIAL BID

13.1. The Technical Bids will be opened on _____ at 03.30 PM at Committee Room, National Bank Staff College, Lucknow in presence of the bidders interested to be present. All the bidders are advised in their own interest to be present at the specified date and time. No separate intimation will be given in this regard. Not more than two representatives from each bidder shall be entertained. The representative has to furnish an authorization letter from the bidder on their letter head for participating in the Technical Bid opening.

13.2. The Financial Bid shall be opened at a later date after the detailed evaluation of Technical Bid. The date of opening of Financial Bid shall be intimated to the technically qualified bidders only.

13.3. In case two or more tenderers quote identical amount, one more opportunity will be given to those tenderers to revise the rates.

13.4. NABARD does not bind itself to accept the lowest bid.

13.5. An unsuccessful bidder may make a written request, within 15 days of such rejection, for reasons for rejection of his bid.

13.6. The decision of Bank shall be final with regard to technical and financial bids and the tendering process.

Annexure A

TECHNICAL BID

“Planning, Designing and Execution of Renovation and Repair Works at NBSC Lucknow”

(On the letter head of the concern submitting the bid)

To
The Principal
National Bank Staff College
Lucknow

Sl. No.	Particulars	
1.	Name of the Organisation	
2.	Complete address of the Registered Office	
3.	Phone No., Fax No. & Email id	
4.	Date of incorporation (enclose the copy of certificate of incorporation)	
5.	Permanent Account Number (enclose document)	
6.	Corporate Registration Number (enclose document)	
7.	GST REGISTRATION NO.	
8.	Name, designation and contact details of the contact person	
9.	Income Tax Return for last three financial years ending 31.03.2018 (enclose documents)	
10.	Whether a Central Government Departments/Public Sector Undertakings set up by the Central Government or State Government Departments/ Public Sector Undertakings set up by the State Government to carry out civil & electrical works	YES/NO
11.	If the answer to point 10 above is yes, please submit documents to substantiate	
12.	Whether a Central Government Organisation/ Central PSU notified by the Ministry of Urban Development for such purpose, as stipulated under Rule 133(3) of GFR, 2017	YES/NO
13.	If the answer to point 12 above is yes, please submit documents to substantiate	

14.	Whether the Organisation is in the same business (similar work) for a minimum period of 5 years as on 31 st March 2021 OR has minimum 5 years' experience of similar work as on 31 st March 2021	YES/NO
15.	If the answer to point 14 above is yes, please submit documents to substantiate	
16.	Whether a Public Sector Undertaking/Organisation satisfies the conditions mentioned in Clause 2 of Section 7 (page 13) of TENDER?	YES/NO
17.	If the answer to point 16 above is yes, please submit documents to substantiate	
18.	Whether turnover of the Organisation in last three financial years ending on 31.03.2021 was more than Rs.10 crore.	YES/NO
19.	If the answer to point 18 above is yes, please submit copies of Audited Report including balance sheet, profit & loss for the last three financial years ending 31.03.2021.	
20.	Profit earned in last three financial years 2018-19, 2019-20, 2020-21 with certificate of statutory auditor	

I/We hereby certify that the information furnished above is full and correct to the best of my/our knowledge and belief. I/We understand that in case any deviation is found in the above statement at any stage, the company will be blacklisted and will not have any dealing with the Department in future.

Name of the Organisation: _____ **Name, Designation and Signature of the**
Seal: _____ **Authorized Signatory**
Place:
Date:

Annexure B

FINANCIAL BID
(To be filled online)

From:

To,
Principal
National Bank Staff College
Lucknow

Sub: Financial Bid for“ Project Management Consultancy Services for Planning, Designing and Execution of Renovation and Repair Works at National bank Staff College, Lucknow”

Dear Sir,

In response to the bid document for the above work, we hereby quote our Fee in percentage (%) towards Project Management , Supervision, Services including Architectural Services for Planning, Designing and Consultancy Services as per the scope defined in the Tender documents as under:

Sl No	Particular	In percentage	Percentage in words
1.	Percentage of Fee for Project Management, Execution & Supervision, Services including Architectural Services for Planning , Designing and Consultancy Services of the subject project.	%	

Note:

1. PMC shall execute the work on “Deposit work basis” on behalf of the owner
2. Fee is exclusive of GST which shall be payable on actual basis as applicable on submission of documentary evidence.

(Signature, name and Designation of authorise person
with complete address of Consultancy Agency/Organisation)

(Please affix Seal)

**(On stamp paper of Rs.500/- and duly notarized)
IRREVOCABLE UNDERTAKING**

To,
Principal
National Bank Staff College
Lucknow

Pursuant to your advertisement on websites: www.nbsc.in, www.nabard.org, <https://nabard.eproc.in/> and newspapers dated for the “Planning, Designing and Execution of Renovation and Repair Works at National Bank Staff College, Lucknow, I/we submit my/our offer. The offer is valid for a period of 12 months from date of opening of financial bid. I/We, in consideration of you agreeing to the process and consider our proposal, irrevocably undertake that during the currency of my/our bid, I/we will not withdraw or modify the offer in terms of the price quoted or in terms of other terms and conditions on which the offer is made. As NABARD has invested good amount of money and time for processing my/our proposal, in the event of my/our committing default of this undertaking, or for any reason whatsoever, I/We hereby further undertake to pay NABARD liquidated damages equivalent to the Earnest Money Deposit (EMD).

This undertaking is executed on this _____ day of _____ 2021.

Signature

Name

Address

NOTARY SEAL & SIGN

PRE CONTRACT INTEGRITY PACT

(To be submitted on Rs. 200 Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder)

Between

National Bank for Agriculture and Rural Development (NABARD) hereinafter referred to as
“The Principal”

And

..... hereinafter referred to as “The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s) /Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) /Contractor(s) from the tender process.

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 – Equal treatment of all Bidders / Contractors/ Subcontractors

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors

(3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders(s) / Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the

Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Independent External Monitor appointed for NABARD are:

i) Shri P K Sangewar

Retd. PCMM/SCR

Address: H no. 12-5-65/1, Flat no. 109, Shri Harsha Sethuram Unique, Vijaypuri Colony, South Lalaguda, Secunderabad, Telangana-500017

ii) Dr. Sanjay Kumar Panda

Retd. IAS

Sideshwar Sahi, Cuttack City, Odisha-753008

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.

(5) 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

Section 10 – Other provisions

(1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Mumbai.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)
(Office Seal)

(For & on behalf of the Bidder/Contractor)
(Office Seal)

Place _____
Date _____

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

