

Tender for Consultancy services for ‘Review of Present Central Air Conditioning System Installed at BIRD, Lucknow and Submitting Detailed Report on its Efficiency and Need for Replacement or otherwise’ and ‘Work of Air Conditioning and Dismantling of existing Central Air-Conditioning Plant at Bankers Institute of Rural Development (BIRD), Lucknow, Uttar Pradesh’



**Bankers institute of Rural Development
Sector-H, LDA Colony, Kanpur Road, Lucknow-226012
dpsp.bird@nabard.org**

Date of Issue of Tender Document	04 th November 2019
Pre Bid Meeting with Bidders	18 th November 2019 (11:00 Hrs.)
Due date for Submission of Tender	25 th November 2019 (15:00 Hrs.)
Date and Time of opening Technical Bids	2 25 th November 2019 (15:30 Hrs.)
Opening of Price Bid	To be intimated

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NOTICE INVITING TENDER

Ref. No. BIRD.LKO/ DPSP/11/C-21/2019-20
04, November 2019

To

(Name of firms)

Dear Sir,

Tender for Consultancy services for ‘ Review of Present Central Air Conditioning System Installed at BIRD, Lucknow and Submitting Detailed Report on its Efficiency and Need for Replacement or otherwise’ and ‘Work of Air Conditioning and Dismantling of existing Central Air-Conditioning Plant at Bankers Institute of Rural Development (BIRD), Lucknow, Uttar Pradesh’

The Banker’s Institute of Rural Development, Lucknow invites tenders from experienced Consultants for providing Consultancy services for ‘Review of Present Central Air Conditioning System Installed at BIRD, Lucknow and Submitting Detailed Report on its Efficiency and Need for Replacement or otherwise’ and ‘Work of Air Conditioning and Dismantling of existing Central Air-Conditioning Plant at Bankers Institute of Rural Development (BIRD), Lucknow, Uttar Pradesh’.

Tenders can be downloaded from our website <http://www.birdlucknow.in/tender-and-adv/> and shall be submitted with all the required information latest by 15:00 hrs on 25th November 2019.

1. The Pre-Bid meeting will be held at 11:00 hrs on 18th November 2019 at the office of Banker’s Institute of Rural Development, Lucknow.
2. The clarifications being sought in the pre-bid meeting should be submitted in writing at least two working days prior to the date of pre-bid meeting. All the clarifications of the pre-bid meeting will be part of tender and any corrigenda/ addenda/ pre-bid clarifications etc. will be uploaded only on website.
3. The bidders are advised to attend the pre-bid meeting and before that conduct a site survey to acquaint themselves with the existing system and satisfy themselves about the overall feasibility of the work.
4. In deciding upon the selection of a consultant, great emphasis will be given on the ability and competence of applicants to render required services within the stipulated time period.

The bids have to be submitted in two separate sealed covers and every page should be signed and stamped. The sealed covers comprising Volume-I (Technical bid) and

Volume-II (Price bid) should be clearly superscribed as ‘Tender for Consultancy services for the ‘ Review of Present Central Air Conditioning System Installed at BIRD, Lucknow and Submitting Detailed Report on its Efficiency and Need for Replacement or otherwise’ and ‘Work of Air Conditioning and Dismantling of existing Central Air-Conditioning Plant at Bankers Institute of Rural Development (BIRD), Lucknow, Uttar Pradesh’ and addressed to **Director, Bankers Institute of Rural Development, Sector- H, LDA Colony, Kanpur Road, Lucknow-226012**. The bids should be physically dropped in the tender box kept at the BIRD Office, Lucknow latest by 15:00 hrs on 25th November 2019. Bids received by fax or post/ courier will not be considered.

5. Cost of Tender document is Rs.500/- if purchased in from BIRD, Lucknow. However, no Tender cost is payable, if downloaded from website of BIRD (<http://www.birdlucknow.in/tender-and-adv>).
6. EMD may be paid by demand draft/e-payment receipt of Rs. 14,000/- (Rupees Fourteen Thousand Only), drawn in favour of Bankers Institute of Rural Development, payable at Lucknow or directly credited to BIRD’s Saving Account Number-5411848265 with Kotak Mahindra Bank, Ashiyana Branch, Lucknow-226010 (IFSC Code- KKBK0005199). No Bank guarantee shall be accepted.
7. The Technical bid will be opened on the same day as that of due date of submission of tender, at 15:30 hrs. Based on the information submitted, the firms will be pre-qualified.
8. The Volume- 2 (Price Bid) of the pre-qualified bidders only will be opened at later date and the same will be communicated to the qualified bidders.
9. Before filling up the tenders, the bidders may note the following:
 - (i) The bid shall remain valid and open for acceptance for 3 months from the date of opening of Price bid.
 - (ii) BIRD reserves the right to accept or reject any / all tenders in part or whole of any firm/firms without assigning any reasons for doing so. BIRD also reserves the right to split the items of work.
 - (iii) The successful bidder shall execute an agreement with BIRD in accordance with the enclosed standard format within 14 days from the date of acceptance of the offer failing which the bidder's EMD may stand forfeited.
10. Applications containing false and/ or incomplete information are liable for rejection.

Yours faithfully,

Sd/-

(T. S. Raji Gain)
Director

निविदा आमंत्रण सूचना

संदर्भ सं बर्ड.लख./डीपीएसपी/11/सी-6/2019-20

04 नवम्बर 2019

सेवा मे,

(फ़र्मों के नाम)

श्रीमान,

बैंकर ग्रामीण विकास संस्थान (बर्ड), लखनऊ में स्थापित 'वर्तमान वातानुकूलन संयंत्र की समीक्षा' तथा 'वातानुकूलन और मौजूदा केंद्रीय वातानुकूलित संयंत्र का निपटान / विघटित' करने के कार्य हेतु सक्षम परमर्शदाताओं से परामर्श सेवाओं हेतु निविदा

बैंकर ग्रामीण विकास संस्थान (बर्ड), लखनऊ में स्थापित वर्तमान "वर्तमान वातानुकूलन संयंत्र की समीक्षा" तथा 'वातानुकूलन और मौजूदा केंद्रीय वातानुकूलित संयंत्र का निपटान / विघटित' करने के कार्य हेतु सक्षम परमर्शदाताओं से परामर्श सेवाओं हेतु" कार्य के लिए परामर्शी सेवाएं प्रदान करने के लिए अनुभवी कंसल्टेंट्स से निविदाएं आमंत्रित करता है।

निविदाएं हमारी वेबसाइट <http://www.birdlucknow.in/tender-and-adv/> से डाउनलोड की जा सकती हैं और 25 नवम्बर 2019 को 15.00 बजे तक सभी आवश्यक जानकारी के साथ प्रस्तुत की जा सकती है।

1. पूर्व बोली बैठक 18 नवम्बर 2019 को बैंकर ग्रामीण विकास संस्थान (बर्ड), लखनऊ के कार्यालय में 11.00 बजे आयोजित की जाएगी।
2. पूर्व बोली बैठक में मांगे जा रहे स्पष्टीकरण पूर्व बोली बैठक की तारीख से कम से कम दो कार्य दिवस पहले लिखित रूप में प्रस्तुत किये जाने चाहिए। पूर्व बोली बैठक के सभी स्पष्टीकरण निविदा का हिस्सा होंगे और किसी भी शुद्धिपत्र /परिशिष्ट /पूर्व बोली स्पष्टीकरण आदि को केवल वेबसाइट पर प्रकाशित किया जाएगा।
3. बोली लगाने वालों को पूर्व बोली बैठक में भाग लेने की सलाह दी जाती है। सलाहकार कार्य की समग्र व्यवहार्यता के बारे में खुद को संतुष्ट करने के लिए एक साइट सर्वेक्षण करे जिससे वे मौजूदा प्रणाली से परचित हो।
4. सलाहकार के चयन पर निर्णय लेने में, आवेदकों को निर्धारित समय अवधि के भीतर आवश्यक सेवाएं प्रदान करने की क्षमता पर जोर दिया जाएगा।

निविदाओं को दो अलग अलग मुहरबंद आवरणों में जमा करना होगा और हर पृष्ठ पर हस्ताक्षर और मुहर लगा होना चाहिए। खंड -I (तकनीकी निविदा) और खंड -II (मूल्य निविदा) युक्त सीलबंद कवर पर स्पष्ट रूप से बैंकर ग्रामीण विकास संस्थान (बर्ड), लखनऊ, उत्तर प्रदेश में मौजूदा “वर्तमान वातानुकूलन संयंत्र की समीक्षा तथा ‘वातानुकूलन और मौजूदा केंद्रीय वातानुकूलित संयंत्र का निपटान / विघटित’ करने के कार्य हेतु सक्षम परमर्शदाताओं से परामर्श सेवाओं हेतु निविदा” लिखा होना चाहिए और निविदाये निदेशक, बैंकर्स ग्रामीण विकास संस्थान, सेक्टर -H, LDA कॉलोनी, कानपुर रोड, लखनऊ - 226012 को संबोधित होनी चाहिये। निविदा को, निविदा बॉक्स में 25 नवम्बर 2019 को 15.00 बजे से पहले जमा कर देना होगा। निविदा बॉक्स बर्ड ऑफिस, लखनऊ में रखा गया है। फैक्स या पोस्ट/कूरियर द्वारा प्राप्त निविदाओं पर विचार नहीं किया जाएगा।

5. बर्ड, लखनऊ से खरीदे जाने पर निविदा दस्तावेज की लागत रु 500/- है। हालांकि, बर्ड (<http://www.birdlucknow.in/tender-and-adv/>) की वेबसाइट से डाउनलोड किए जाने पर कोई भी निविदा शुल्क देय नहीं है।
6. धरोहर राशि का भुगतान रु 14,000/- के डिमांड ड्राफ्ट/भुगतान रसीद द्वारा किया जा सकता है, जो बैंकर्स ग्रामीण विकास संस्थान, लखनऊ के पक्ष में देय हो या सीधे कोटक महिंद्रा बैंक, आशियाना के बर्ड के सेविंग अकाउंट नंबर 5411848265- शाखा, लखनऊ- 226010 पर जमा किया जा सकता है (IFSC Code - KKBK0005199)। कोई बैंक गारंटी स्वीकार नहीं की जाएगी।
7. तकनीकी निविदा जमा करने की नियत तारीख पर 15:30 बजे खोली जाएगी। प्रस्तुत जानकारी के आधार पर तथा फर्म की योग्यता पर निर्णय होगा।
8. केवल योग्य निविदादाताओं का खंड -II (मूल्य निविदा) उपयुक्त तिथि पर खोली जाएगी, जिसे बाद में केवल योग्य निविदादाताओं को सूचित किया जाएगा।
9. निविदाओं को भरने से पहले, निविदादाताओं निम्नलिखित नोट कर सकते हैं:
 - (i) निविदा मूल्य बोली खोलने की तारीख से 3 महीने के लिए मान्य होगी।
 - (ii) बर्ड के पास कोई भी कारण बताए बिना किसी भी आवेदन को स्वीकार करने या अस्वीकार करने का अधिकार सुरक्षित है। बर्ड कार्य को विभाजित करने का अधिकार भी रखता है।
 - (iii) सफल निविदा दाता प्रस्ताव की स्वीकृति की तिथि से 14 दिनों के भीतर संलग्न मानक प्रारूप के अनुसार बर्ड के साथ एक समझौते को निष्पादित करेगा, ऐसा नहीं करने की स्थिति में निविदा देने वाले की धरोहर राशि जब्त हो सकती है।
10. गलत और या अधूरी जानकारी वाले प्रार्थना पत्र अस्वीकृत किए जा सकते हैं।

भवदीय,

ह./-

[टी. एस. राजी गैन]

निदेशक

Date:

FORM OF TENDER

Director,
Bankers Institute of Rural Development
Sector-H, LDA Colony
Kanpur Road, Lucknow – 226 012

Dear Sir,

Tender for Consultancy services for ‘Review of Present Central Air Conditioning System Installed at BIRD, Lucknow and Submitting Detailed Report on its Efficiency and Need for Replacement or otherwise’ and ‘Work of Air Conditioning and Dismantling of existing Central Air-Conditioning Plant at Bankers Institute of Rural Development (BIRD), Lucknow, Uttar Pradesh’

1. I/ We have read and understood the instructions and the terms and conditions contained in the tender. I/ We do hereby declare that the information furnished by us in the bids are correct to the best of my/ our knowledge and belief.
2. Having examined the Technical bid and Price Bid relating to the works specified in the tender hereinafter set out, having visited and examined the site of the works specified in the said tender and having acquired the requisite information relating thereto as affecting the tender, I/ We hereby offer to execute the works specified in the said tender within the time specified, at the rates mentioned in the Price Bid and in accordance in all respects with the tender and with services as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.
3. We understand that the time for completion of above activities shall be reckoned from the date of issue of Work Order.
4. Should this tender be accepted, I/ We hereby agree to abide by and fulfill the Terms and Conditions of enclosed Contract as applicable or in default thereof to forfeit the EMD and pay to the Bankers Institute of Rural Development, Lucknow the amount mentioned in the said Conditions.
5. Decision of the BIRD, Lucknow in regard to selection of the consultants shall be final. The BIRD, Lucknow is not bound to assign any reasons therefor. All the above conditions are acceptable to me/ us.

Yours faithfully,

Signature of applicant with full address, Contact number and email

General conditions and instruction to bidders

1. Eligibility Criteria of the applicants

The consultant/ applicant needs to fulfill the prequalification criteria to become eligible for the work. The consultant needs to have adequately qualified and experienced staff and should have successfully completed at least 03 works of providing consultancy service for design, erection & commissioning of Air-conditioning of buildings individually costing Rs.180.00 lakh or above for the Government/ Semi-Government/ Government of India Undertaking / Private Corporate Bodies, during last 5 years ending 30 September 2019. The pre-qualification criteria is mentioned elsewhere in the tender document.

For the project, the consultant should have a separate in-house team of professionals consisting of at least an experienced/qualified Consultant and a Quantity Surveyor for designing, preparation of drawings, preparation of Bill of Quantities and tender documents, besides the site staff to be deputed as mentioned in the scope of work, to take-up the projects independently and smoothly within the time schedule.

2. Execution of Agreement

This Agreement shall be executed in duplicate and the employer shall retain the original and the consultants shall retain the duplicate. The consultants shall bear the stamp duty on the original and the duplicate of this Agreement.

3. Assignment

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

4. Serviceability

If any article, subsection, sentence or clause of this agreement shall be adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of this agreement as a whole or of any article, subsection, sentence or clause hereof not so adjudged, and the remaining terms and provisions of this agreement shall remain unimpaired and in full force and effect.

5. Termination of Agreement

The agreement may be terminated at any time by either party by giving written notice of two months to the other party by either party. Even after termination of their engagement, the Consultant shall remain liable and be responsible for due certification/ approval of any bills submitted by the contractors in respect of the work executed before termination of the consultant's appointment.

- a) If the Consultant closes its business or winds up or otherwise become incapacitated from acting as Consultant, then the Agreement shall stand terminated automatically and the Consultant shall be liable to damages.
- b) If the Consultant fails to adhere to the time schedule stipulated in the schedule hereto annexed or the extended time which may be granted by the BIRD, Lucknow in its sole discretion.

- c) The Agreement shall stand terminated in the event of any violation of clause 3 (Assignment) by the Consultant.
- d) In case of termination under sub-clauses (a) & (b) or (c), (d) the Consultant shall not be entitled to any fees or compensation except the fees payable to them for the work actually done, till termination. In such cases, the decisions of the BIRD, Lucknow as to what is the work actually done and what is the amount of the fees due to the Consultant on the basis of actual work done shall be final and binding on the Consultant.
- e) In case of the termination under sub-clause (a), (b), (c), or (d) the employer shall make use of all or any drawings, estimates or other documents, prepared by the consultants after payment for the services of the consultants for preparation of the same in full as provided herein.

6. Scale of charges

- i. The fees/charges for rendering the services as per scope of work shall be quoted by the applicant as a percentage of the actual cost of work done in the price bid inclusive of all taxes. GST shall be paid extra as applicable.
- ii. The total consultancy charges quoted shall be inclusive of transport to & from their office to the site.
- iii. The quoted rate shall be firm. No other charges will be paid other than the quoted price, except statutory payments of GST as applicable.
- iv. It will be consultant's responsibility to arrange all the qualified personnel, material and test equipment of his own, required for the work.
- v. Bidders may visit our site on any working day with prior appointment for discussion/inspection of existing plant before submitting their quotation.
- vi. Contract shall be awarded to the bidder quoting the lowest percentage consultancy charges. BIRD, Lucknow reserves the right to ask for rate analysis of charges, if required.

7. Mode of payment

The BIRD, Lucknow shall pay fees to the Consultant in stages as follows:

- a. 10% of the total fees payable after completion and approval of the preliminary drawings/ schemes by BIRD, Lucknow.
- b. 20% of the total fees (less any amounts paid under clause (a) above) payable after completion of all specifications, construction/execution drawings, estimate and tender documents.
- c. 50% of the total fees (less any amounts paid under clauses (a) and (b) above) payable after tenders are invited and processed, recommendations submitted to the BIRD, Lucknow for award of work and execution of contract agreements executed.
- d. 90% of total fees (less already paid) shall be paid in installments as the work proceeds and in proportion to the value of the said works as accepted from time to

time.95% (less already paid) after completion of the work, settlement of the final bill and submission of as-built drawings.

- e. 100% of the total fees (less already paid) shall be released after Defects liability period and satisfactory rectification of the defects by the contractors and certification by consultant, as pointed out during the defects liability period.

8. Earnest Money Deposit

The EMD of unsuccessful bidders will be refunded, whereas the EMD of the successful bidder will be retained. EMD amount will not bear any interest during the period of tendering and till refund.

The EMD of successful bidder will be retained till completion of work. EMD will be forfeited if tenderer/successful bidder breaches the contract/tender/NIT conditions or backs out after opening of tender.

9. Penalty

Notwithstanding the above mentioned, if BIRD, Lucknow is put to any loss or suffers any damages (including cost escalation in the execution of said works) due to the delays in carrying out the obligations under these terms or negligence, indolence or breach of the terms and the conditions herein contained on the part of the Consultant, whether the cause of such damage or loss is immediate or remote, the Consultant shall be liable to not only to forego their fees for the quantum of work thus done but also make good such losses and damages on a written demand made by BIRD, Lucknow and a certificate issued by the BIRD, Lucknow as regards to the amount of such loss or damage shall be final and conclusive as between the BIRD, Lucknow and the Consultant and shall not be questioned in a court, tribunal or arbitration. Such loss or damage, if not reimbursed within the time stipulated by the BIRD, Lucknow, shall, without prejudice to the BIRD's right to recover the same in accordance with the law, be recovered by BIRD, Lucknow from any sums payable to the Consultant either under this contract or any other contract made between BIRD, Lucknow and the Consultant for any loss recoverable from the Consultants shall not be more than 10% of the fees payable to them under the contract.

10. Arbitration

- a. 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 BIRD, Lucknow 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.
- b. For the purpose of appointing the sole arbitrator referred to above, BIRD, Lucknow shall send to Consultant within 30 days of the notice of arbitration a panel of three names of persons who shall be presently unconnected with this organization of BIRD, Lucknow or the Consultants.
- c. The Consultant 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 BIRD, Lucknow within 15 days of receipt of the names. BIRD, Lucknow shall thereupon without any delay appoint the said person as the sole arbitrator. If the consultant fail to communicate such selections as provided above within the period specified, BIRD, Lucknow shall make the selection and appoint the sole arbitrator from the panel notified to the Consultant.

- d. If the employer fails to send to the Consultant the panel of three names as aforesaid within the period specified, the Consultant shall send to BIRD, Lucknow a panel of three names of persons who shall be unconnected with either party. BIRD, Lucknow shall on receipt of the names as aforesaid select any one of the person and appoint him as the sole arbitrator. If BIRD, Lucknow fails to select the person and appoint him as the sole arbitrator within 30 days 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 BIRD, Lucknow.
- 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.
- f. 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.
- g. 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.
- h. The employer and the consultants 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.

11. Indemnity

The Consultant shall defend, indemnify and hold BIRD, Lucknow harmless during and after the contract against any and all liabilities, damages, claims, fines, penalties, actions, procedures and expenses of any nature arising out, resulting from any violation of any laws by Consultant or its associates or any way connected with the acts, negligence, breach, failure to perform obligations relating to the agreement.

12. Decision of BIRD, Lucknow in regard to determining the selection of the applicant/ Consultants shall be final. BIRD, Lucknow is not bound to assign any reasons therefor and reserve the right to reject any or all offers.

SCOPE OF WORK

Banker's Institute of Rural Development, Sector-H, LDA Colony, Kanpur Road, Lucknow-226012, Uttar Pradesh is a Training Establishment and a society promoted by National Bank for Agriculture and Rural Development (NABARD). The area proposed to be air conditioned are Office Building, Hostel Building, Auditorium, Library etc. the consultants may visit the premises to see the present air conditioning system.

The Bankers Institute of Rural Development proposes to engage a consultant for 'Review of Present Central Air Conditioning System Installed at BIRD, Lucknow and Submitting Detailed Report on its Efficiency and Need for Replacement or otherwise' and 'Work of Air Conditioning and disposal/dismantling of existing A.C.Plants, allied electrical & civil works of Central Air-conditioning of Bankers Institute of Rural Development (BIRD) building at Lucknow, Uttar Pradesh' through normal process viz. submitting feasibility report, preparing estimate, design of system, tendering, supervision of execution of works, settlement of bills of contractor, certify the work executed etc., manage timely completion of works and appraise management for progress and overall execution of works during the period of contract, as per requirement of BIRD, Lucknow to maintain precise temperature and humidity conditions, using the latest available technology, keeping in mind the execution in occupied building, energy saving aspects, availability of after sales service, spare parts and ease of maintenance based on the diagnostic report available with us.

Consulting services to be rendered by Consultant

The scope of work and other terms and conditions of contract for the job shall include but not limited to the following:

1. Consultant will undertake comprehensive review of present Air Conditioning system and study its efficiency and need for replacement based on Technical/Financial aspects such as power consumption. Recurring expenditure on maintenance and other parameters. The consultant will submit a detailed report to BIRD. In case BIRD decides to go for replacement of the present system, the other activities given below (Sr.No.2 onwards) shall be undertaken by the consultant. Otherwise, the assignment will end at this stage and only payment for the above activities undertaken (Sr. No.1) will be made.
2. Consultant may do heat load analysis, may suggest type of A.C. units, may undertake a comprehensive survey and recommend appropriate technology for different areas within the BIRD office & hostel areas which is currently covered by Central Air Conditioning System, may suggest options like packaged ACs, VFR, Cassette ACs water or Air cooled ACs, etc based on the sub-areas within the BIRD Office/Hostel areas. Thus, consultant may suggest suitable options of air-conditioning system, available with latest and energy efficient technology.
3. Consultant may also suggest allied activities like disposal/dismantling of existing central AC system, provision of adequate heating is also required with necessary civil and electrical repairs, designing and execution of false ceiling wherever required. Detail designing of associated electrical work.

4. As per Employer instructions and after visiting the site and detailed surveying and investigations, preparing 2D detailed sketch with dimensions, 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.
5. Preparing preliminary project report including heat load calculations and 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.
6. 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.
7. Submitting the drawings as approved by the Employer to appropriate authorities and obtaining their approvals, wherever required.
8. Appointing and instructing other consultants, such as architect, Electrical consultants, firefighting system consultants, etc. 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. The Building in Ground plus three floors.
9. Preparing complete final and detailed working 2D HVAC/ Other required drawings. 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 03 sets of final approved drawings of required size separately to the employer for reference and for record.
10. Drawing up detailed tender documents for the HVAC work including electrical and all associated works, etc. complete with specifications, drawings, schedule of quantities, time and progress charts and get the same approved by the employer. Suitable time schedule shall be worked out mutually for the completion of the above items.
11. Preparation of plan for dismantling & disposal of existing AC plant. The selection of the contractors will be through open bidding. Preparing the draft paper advertisement for Notice Inviting Tender (NIT) and submitting to the Employer, preparing select list/pre-qualification list of the contractors with the approval of the Employer including making visits to the contractors' work jointly with the Employer's representatives, if and as desired/required, inviting tenders for various trades, preparing comparative statements and submitting assessments and recommendations thereon, 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.

12. Preparing requisite number (not less than three) of copies of the contract documents including all drawings, specifications and other particular and such further details and drawings as are necessary, for use of the Employer, the contractors and the site engineers for the proper execution of the work.
13. Assuming full responsibility for design of all works, for the quantity of the materials used in the work and installations and ensures that the work is done according to the designs, drawings and specifications.
14. Assuming full responsibility for supervision, monitoring, quality control, co-ordination with BIRD and the contractors and reporting daily progress by posting sufficient number of qualified technical staff (preferably graduate in Engineering having minimum 5 to 7 years' experience in similar type of works) and at least one site Engineer to ensure proper and timely execution of the said works as per drawings and specifications. Bio-data of above technical staff shall be furnished to BIRD. Site Engineer shall be engaged full time during the execution 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 execution of various items of work as required. The technical staff will invariably report to the department every day and keep the BIRD's officers/ engineers involved updated.
15. During the course of execution of the project any change in the design, taking measurements jointly with the contractors/contractors representatives after completion of every stage of items of work, recording measurements and quantities in specified Measurement Books at the site, preparation of computerised soft copies of measurements and quantities in spread sheets and certification of measurement sheets with sign and stamp in all pages of measurement sheet and submitting the certified measurement sheets to BIRD.
16. Preparing the rate analysis of extra / substitute items, if any, with respect to CPWD, Delhi Schedule of Rates with due recommendations and submitting to BIRD for its approval.
17. 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 BIRD, Lucknow for sanction so that the employer shall be able to make payments to the contractor within reasonable time.
18. Preparing detailed comparative statement of works carried out with respect to actual sanctioned awarded quantities with remarks and recommendations to excess and savings of quantities and submit to BIRD along with certified RA Bills.
19. Review meetings will be held at BIRD Office on a fortnightly basis in the presence of the Consultant, 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 Consultant and get it approved by the employer. The decision taken in review meeting and as per the approved minutes shall be

communicated to the contractor in writing by the Consultant within a weeks' time of the review meeting.

20. Issue a virtual completion certificate after completion of work at site and submitting the final three sets of 2D drawing of the completed work (as built drawings) with soft copies. The work executed along with the completed drawing will be jointly inspected along with the contractor, Consultant and Employer before settling the final bill.
21. Any other services incidental to or connected with the said works usually and normally rendered by Consultant and not referred to in any of the items referred to above.
22. The Consultants 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.
23. Draw up specifications and installation of water softening plants for air-conditioning purposes, if installation of such plants is considered necessary by the BIRD, Lucknow.
24. The consultant will make arrangement to conduct Non-destructive test of chiller and condenser pipelines of the existing chiller and condenser water pipelines to assess the condition and suggest the need for replacement.
25. The firm will be providing consultancy for all works like electrical civil etc. associated with the HVAC work and ventilation system of AC plant room.
26. Owing to the quantum and complexity of the work and the fact that the work is to be carried out in an occupied building, the consultant shall depute one full time responsible and degree qualified associate of the consultant on site on full time basis during execution of the work.
27. The bidder who participate as consultant will not be allowed to participate for execution of the work.
28. The consultant will conduct site meetings, prepare minutes of meeting, prepare master control chart, monitor the works, prepare weekly and monthly progress reports etc.
29. Obtaining final clearance from Lucknow Development Authority (LDA) or any other such authority, if required.
30. The consultant shall be wholly and solely responsible for the successful completion of the project in all respects consistent with safety and stability from the inception up to the handing over of the entire air conditioning system to BIRD.
31. Regular supervision of the work during execution of work. Checking and verifying the materials received on site as per specifications. Ensuring quality and timely completion of work. Testing/checking / commissioning of various equipment's and certifying that all the equipment's are functioning as per the specifications.
32. Attend to any other services connected with the air-conditioning and ventilation

work usually and normally rendered by an Air-conditioning Consultant and not referred to in any of the services mentioned above.

Other Terms and 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 quoted on the actual cost of works as executed as supervised by the Consultant and paid to the contractors. The items of works, which are carried out by the B I R D , L u c k n o w directly, shall be excluded from the aforesaid actual cost to be taken into account for calculation of fee. The Consultant's fee includes all the expenses related with local conveyance, TA, DA etc. for visiting to our office and site and inspection of works of bidders for shortlisting.
3. The Consultant shall depute sufficient number of technical personnel in a project for daily supervision, monitoring, quality control and measurements to ensure smooth progress of the project as scheduled.
4. a. For supervision during execution of works, recording of measurement of work, etc., to ensure proper workmanship, quality and progress of work etc., the Consultant shall periodically/ as frequently as necessary visit the work at site, either themselves and a qualified and experienced resident engineer is appointed at the cost of and responsibility of the Consultant for day to day supervision/monitoring of work under execution, taking site decisions, measurements quality controls etc., on approval by BIRD, Lucknow and who shall be appointed for a maximum period of 24 months or such other extended time as mutually agreed upon by the parties hereto, shall undertake such works as is otherwise required to be carried out by the Consultant as per the terms of this agreement and to such extent as is approved by BIRD, Lucknow at the costs, risk and responsibility of the consultant as aforesaid.
- b. In cases where the work is examined by any technical audit team or CVC of the Chief Technical Examiner and defects etc., are pointed out, the Consultant will assist BIRD, Lucknow in taking suitable measures for rectification of the same to the satisfaction of the examiner and also giving suitable replies or take action as may be necessary.
- c. The Consultant shall render service to BIRD, Lucknow till completion of the defects liability period as indicated in the agreement executed between the employer and the contractor.
- d. Contract shall be awarded to the bidder quoting the lowest percentage consultancy charges. BIRD, Lucknow reserves the right to ask for rate analysis of charges, if required.

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 this presents and shall be kept valid by the Consultants during the subsistence of this Contract.

Accepted all terms & conditions

Date:

Place:

(Signature)

Time Schedule

The broad Time Schedule for the services shall be as under:

1	Prepare preliminary feasibility report , design and drawings along with heat load calculations etc.	45 days
2	Detailed project report / tender document and cost estimates	02 months after approval.
3	Time for tendering activities	05 weeks.
4	Scrutiny of tenders/ offers, submission of recommendations	03 weeks from the date of opening of the offer.
5	Execution	Tentative period of 06 months from the date of award of work to contractor although this will depend on the nature and scope of work. Separate time schedule shall be there for disposal & dismantling of existing AC Plant.

Bidder while quoting the consultancy fee shall take into account the above time schedule and nothing extra shall be payable to the consultant for services during and in extended time period, if granted by the BIRD, Lucknow for completion of project by the contractor, required for any unforeseen reasons. Consultant to seek time extension from the BIRD, Lucknow, without prejudice to the right of BIRD, Lucknow to levy liquidated damages, if the delay is on the part of the consultant.

Annexure -I**Pre-Qualification Criteria and checklist of documents**

S.No.	Criteria	Supporting document to be submitted
1	Successfully completed at least three works of designing, erection & commissioning of Air-conditioning of Institutional /Office building. or Full replacement of old AC plant in existing building, individually costing Rs. 180.00 lakhs each for the Government / Semi-Government / Government of India Undertaking / Corporate Bodies, during last 5 years ending 31 March 2019.	Work orders and completion certificates in support of experience to be enclosed. Only those works which cost not less than Rs. 180.00 lakhs to be submitted.
2	At least one associate consultant should have working experience as Practicing consultant in the HVAC industry for at-least 15 years prior to consultancy.	Experience certificate from the clients/companies.
3	Name and registered address	
4	The applicant should have at least two Qualified Graduate Engineers (having minimum 5 years' experience in planning, designing & execution of HVAC works) on their regular establishment for not less than 3 years and necessary office with supporting staff for being always available for consultation/ furnishing required services.	Organisational set up of the firm including names, qualifications and experience of partners/Associates and staff to be enclosed as per the enclosed format (Part 1— Basic Information) and (Part III —Technical Personnel and Experience)
5	Whether registered as a fellow or a member of any of the Institution of Engineers etc. or American Society of Heating and Refrigeration Engineering (ASHRAE) or Indian Society of Heating and Refrigeration Engineering (ISHRAE) or any such Professional body related to the Consultant's field of working.	Copy of membership certificate or identity card to be enclosed
6	Experience as practicing AC consultant (Mention number of years).	Copies of consultancy work orders to be enclosed.

S.No.	Criteria	Supporting document to be submitted
7	Important large projects executed during the last 03 years by the firm together with approximate cost of the individual project. The full postal address of the clients for whom the works have been executed shall also be	As per the enclosed format Part II (a)
8	Important large projects on which the firm is engaged at present and their estimated cost (stages of work. Viz. — planning and construction) the full address of the clients shall be indicated against each project.	As per the enclosed format Part II (b)
9	Important large projects if any completed by the partners prior to joining the firm (these projects shall not be included under 8 & 9 above, but shall be shown separately)	Attach a separate neatly typed sheet on letter head
10	Name and address of the Banker/s of the firm	Attach a separate neatly typed sheet on letter head
11	Average annual financial turnover during last three years ending 31 st March 2019 should be at least Rs.10 lakh	Attach a separate neatly typed sheet on letter head of Chartered Accountant or enclose copies of audited Balance sheets & Profit & Loss for the previous three financial years.
12	Proforma for electronic payment	As per enclosed proforma
13	Client confidential report of works and site <u>inspection of executed works</u>	Shall be done by BIRD

If the space in the proforma is insufficient for furnishing of full details, such information may be supplemented on separate sheet stating therein the part of the proforma and serial number. Separate sheets shall be used for each part of the application.

Note: The pre-qualification shall be subject to fulfilment of all the above conditions and at the sole discretion of BIRD, Lucknow.

Part – I (Basic Information)

1	Name of the Applicant/ Organisation and address of the registered office.	
2	Type of the Organisation (whether Sole Proprietorship/Partnership/Private Limited/Limited or Cooperative Body etc.)	
3	Name of the Proprietor/ Partners/Directors of the Organisation/ Firm	a.
		b.
		c.
		d.
4	Details of Registration (Whether Partnership firm, Company, etc.) – Registering Authority, Date, Registration No., etc. mentioning the business / activity of the firm	
5	Experience in the field of Air conditioning	years
6	Technical personnel available in the organization: Details to be furnished in Part-III	
7	Address of office through which the proposed work of BIRD will be handled and the name and designation of the Officer-in-Charge Adequate and satisfactory evidence to assess financial capacity of the Organisation to undertake the said work with names of Bankers and their full address. (Solvency certificate from the BIRD, Lucknow and Income Tax clearance certificate shall be attached)	
8	Details of office(s) and its location,: Attach a separate sheet	
9	Machinery, Technical Personnel employed.	
10	Yearly turnover of the company, during last 3 years (year-wise)	

11	Ability to provide BIRD, Lucknow Guarantee or other equivalent forms of security from a Scheduled BIRD, Lucknow.	
12	Whether any Civil Suit / Litigation arisen in the contracts executed during the last 5 years/being executed. If yes, please furnish the name of the project, employer, and nature of work, contract value, work order and date and brief details of litigation.	

Attach a separate sheet, if required

Signature of the Applicant With seal

Part-II - (Previous and Current works)

List of Important works executed by the firm during last 05 years costing Rs.180 lakhs and above:

Note: Separate sheet to be furnished for different projects viz. (a) office buildings (b) residential buildings and (c) commercial buildings like hospital, factory, cinema etc.

Name of the work and location	Nature of work involved in the contract (e.g., Residential, offices, industrial, etc.)	Name of the owner Also indicate whether Government/ Semi Government/ Government of India Undertaking or Private Body with full address & full name of the official from the owns side for whom the work was executed *	Contract Amount	Completion Period	Stipulated Actual	Whether the work was left incomplete or contract was terminated from either side. Give full details.	Any other relevant information

*Email address of contact person of the client to be furnished

b) List of Important works on Hand costing Rs.180 lakhs and above:

Name of the work and location	Nature of work involved in the contract (e.g., Residential, offices, industrial, etc.)	Name of the owner Also indicate whether Government/ Semi Government/ Government of India Undertaking or Private Body with full address & full name of the official from the owns side for whom the work was executed *	Contract Amount	Completion Period	Stipulated Actual	Whether the work Was left incomplete or contract was terminated from either side. Give full details.	Any other relevant information

*Email address of contact person of the client to be furnished

Part III - Technical Personnel and Experience

List of Technical Personnel, giving details about their technical qualifications, experience etc.:

Name	Age	Qualification	Experience	Nature of works handled	Name of the projects handled costing more than Rs.450 Lakh.	Date from which employed in your organization	Any other remarks

Signature of the Applicant

NOTE: Indicate other points, if any, to show your technical and managerial competency to emphasize any important points in your favour.

Annexure-II

PROFORMA FOR ELECTRONIC PAYMENT

Details of Bank account to be furnished by the contractors/ service providers for effecting payment through ECS (e-payments)

Name and address of consultant with phone nos.

1. Name of the account holder
(As appearing in the Bank account)
2. Name of the Bank
3. Name of the Branch
4. Account number
5. RTGS/ NEFT/ IFS Code
6. Type of account (Savings, current, etc.)
7. PAN Number
8. GST Registration No.

Signature

Encl.: - (1) one cancelled cheque leaf

- (2) Copy of PAN card
- (3) GST registration Certificate

Annexure-III

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made this.....day of.....between the Banker's Institute of Rural Development, Lucknow a Society promoted by NABARD (National Bank for Agriculture and Rural Development) and having a office at BIRD Campus, Sector-H LDA Colony, Lucknow-226012 (hereinafter called "the Employer") which expression shall, unless repugnant to the context, mean and include its successors and assigns of the one part and M/s ----- (herein after called "the Consultant") having its office

At ----- of the other part.

WHEREAS the Employer is desirous of getting executed **“Review of Present Central Air Conditioning System Installed at BIRD, Lucknow and Submitting Detailed Report on its Efficiency and Need for Replacement or otherwise’ and ‘Work of Air Conditioning and Dismantling of existing Central Air-Conditioning Plant at Bankers Institute of Rural Development (BIRD), Lucknow, Uttar Pradesh.”** 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 and Conditions and Work Order of Contract (all of which are collectively hereinafter referred to as “the said Conditions”) the work shown upon the said Terms and conditions at the respective rates 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 herein.
4. This Agreement and documents mentioned herein shall form the basis of this contract.
5. The Consultant shall afford every reasonable facility for execution of the said work.

6. Time shall be considered as the essence of this contract, and the Consultant hereby agrees to complete the entire work within the time period prescribed in the Time schedule reckoned from the date of issue of work order subject nevertheless to the provision for extension of time.
7. All payments by the Employer under this contract will be made on line 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. (If the Consultant is a company).

Signature Clause

SIGNED AND DELIVERED by the Banker's Institute of Rural Development (BIRD) by the hand of Shri

(Name & Designation)

In the presence of: (1)

Signature: Name: Address (2)

Signature: Name: Address

SIGNED & DELIVERED

If the bidder (Consultant) is a partnership firm or an individual should be signed by all or on behalf of all the partners.

In the presence of:

Common seal, the signature clause should tally with the sealing clause in the Articles of Association.

SIGNED AND DELIVERED by the Bidder by the hand of Shri

Whether a company or an individual

(If the bidder is signing by the hand of Power of Attorney) Duly Constituted Attorney.

Witness #1

Signature: Name: Address

Witness #2

Signature: Name: Address

Volume II-PRICE BID

(To be submitted in separate sealed cover)

“Tender for Consultancy services for Review of Present Central Air Conditioning System Installed at BIRD, Lucknow and Submitting Detailed Report on its Efficiency and Need for Replacement or otherwise AND Work of Air Conditioning and Dismantling of existing Central Air-Conditioning Plant at Bankers Institute of Rural Development (BIRD), Lucknow, Uttar Pradesh”

Sr. No.	Description	Unit	Rates quoted in figures and words
01	Review of present Central Air Conditioning system installed at BIRD, Lucknow and submitting detailed report on its efficiency and need for replacement or otherwise	Lump Sum (In INR)	
02	Comprehensive Consultancy services for the proposed “ Work of Air conditioning and disposal/dismantling of Central Air-Conditioning Plant of BIRD at Lucknow, Uttar Pradesh” as per the scope of work indicated in the tender document	Percentage rates to be quoted * (In %)	

*The percentage will be calculated on the actual cost of the works done for settlement of bill. GST at the prevailing rate shall be paid extra as applicable on the above quoted fees. For comparison purpose of bids, the estimated cost of work shall be taken as Rs. 180.00 Lakh.

Accepted all Terms and Conditions.

AUTHORIZED SIGNATORY

Date Place SEAL

Place:

Seal: