



(A Government of India Undertaking)

**TENDER NO - LCO/P&E/CO-LIFT/498/20-21**

**CONSULTANCY SERVICES FOR REPLACEMENT OF TWO NOS. OF LIFTS AT  
CANARA BANK, CIRCLE OFFICE BUILDING,  
VIPIN KHAND, GOMTI NAGAR, LUCKNOW, UTTAR PRADESH.**

**This document SHOULD BE enclosed along with Technical bid of this offer document.**

**ISSUED BY:**

**CANARA BANK  
Premises & Estate Section, Circle Office,  
Vipin Khand, Gomti Nagar, Lucknow, Uttar Pradesh**

**Tel Ph: +91 522 2307611  
Email: [pecoluck@canarabank.com](mailto:pecoluck@canarabank.com)  
Website: [www.canarabank.com](http://www.canarabank.com)**

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(I) NOTICE INVITING OFFERS (NIO)

**Subject: Consultancy Services for Replacement of Two Nos. of Lifts at Canara Bank, Circle Office Building, Vipin Khand, Gomti Nagar, Lucknow - 226010 (U.P.)**

The Canara Bank proposes Replacement of Two Nos. of Lifts at Circle Office Building (Bank's own property) situated at Vipin Khand, Gomti Nagar (besides NABARD), Lucknow, Uttar Pradesh and invites offers from eligible & competent consultants / consultancy firms for availing their services.

	Nature of the document	:	TWO BID CONCEPT - OPEN
1.	Name of work	:	<b>Consultancy Services for Replacement of Two Nos. of Lifts at Canara Bank, Circle Office Building, Vipin Khand, Gomti Nagar, Lucknow, Uttar Pradesh</b>
2.	EMD	:	Rs. 10,000.00
3.	Estimated cost of work	:	Rs. 40.00 Lakhs
4.	Tender cost	:	<i>Rs. 500.00 (Free if downloaded from Bank's website)</i>
5.	Contents of the offer document	:	<p><b>A. TECHNICAL BID (First envelope) -</b></p> <ul style="list-style-type: none"> <li>(i) NIO</li> <li>(ii) Eligibility Criteria</li> <li>(iii) Brief Details and Objectives of Work</li> <li>(iv) General Rules &amp; Instructions to Consultant</li> <li>(v) Method of Evaluation</li> <li>(vi) Conditions of Agreement</li> <li>(vii) Design Brief</li> <li>(viii) Application Format (Proforma - A)</li> <li>(ix) Proforma - B, C, D &amp; E</li> </ul> <p><b>B. FINANCIAL BID (Second envelope) -</b> Financial bid for the proposed consultancy services in <b>Proforma - F</b> and to be submitted in <b>separate envelope</b>.</p>
6.	Date of Issue of Offer Document	:	From 23/12/2020 To 20/01/2021 (Upto 2:00 PM)

7.	Last Date of Submission	:	<p>Sealed Envelopes to be submitted on or before 20/01/2021 upto 03:00 PM</p> <p><b><u>The offer should reach to the office of</u></b></p> <p><b>The Senior Manager, Canara Bank,</b>  <b>Premises &amp; Estate Section, Circle Office,</b>  <b>Vipin Khand, Gomti Nagar,</b>  <b>Lucknow - 226010 (Uttar Pradesh).</b></p>
8.	Date of Opening of Technical Bid	:	Will be opened on 20/01/2021 at 03:30 PM
9.	Issue of Tender documents (hard copy) during Office hours	:	<p>Tenders documents can be collected on payment of stipulated cost between the dates mentioned in the Notice Inviting Offer (NIO) during the working hours every day except on Sundays and Public Holidays, from our office during office hours :</p> <p>Canara Bank, Premises &amp; Estate Section, Circle Office Building at Vipin Khand, Gomti Nagar, Lucknow - 226010 (U.P.).</p> <p>From 23/12/2020  To 20/01/2021 (Upto 2:00 PM)</p> <p>Tender Documents can also be downloaded from Bank's website <a href="http://www.canarabank.com">www.canarabank.com</a></p>
	Sealed Tenders shall be dropped in the TENDER BOX kept at the above said address by 20/01/2021 upto 03:00 P.M.		
	The first part of tender i.e. Technical bid will be opened on the same day (i.e. 20/01/2021) and at the same location at 03:30 PM. If last day of submission of tender is declared a holiday under NI Act by the Government subsequent to issuance of tender the next working day will be deemed to be the last day for submission of the tender.		
	Financial bids of only the shortlisted applicants will be opened on a pre-notified time & date, under intimation to such shortlisted applicants over e-mail/telephone only.		
	The Bank's decision in the selection process is final and Bank will neither entertain any correspondence in this regard nor will be bound to furnish any explanation. The acceptance of a offer will rest with the Bank which does not bind itself to accept the lowest offer and reserves to itself the authority to reject any or all of the offers received without assigning any reason.		

Date : 23/12/2020

Place : Lucknow

**Deputy General Manager**  
**Circle Office, Lucknow**

**Consultancy Services for Replacement of Two Nos. of Lifts at Canara Bank, Circle Office Building, Vipin Khand, Gomti Nagar, Lucknow, Uttar Pradesh.**

## (II) ELIGIBILITY CRETERIA

S. No.	Criteria	Documents Required
1	<p>The Consultant should have minimum of 8 (eight) years experience in elevator industry / consultancy services and should be familiar with Government guidelines in the matters of executing public works for</p> <ol style="list-style-type: none"> <li>Designing, supervision of erection &amp; commissioning of elevators in new building, or,</li> <li>Modernization of old elevators in existing building, or,</li> <li>Full replacement of old elevators in existing building for the Government/ Semi- Government/ PSUs/ Autonomous bodies/ Reputed Private Organization/ etc.</li> </ol> <p>Having Project Cost during the last 5 (five) years ending with 30.11.2020 as follows:            One Project costing more than Rs. 32.00 lakhs or            Two Projects costing more than Rs. 20.00 lakhs or            Three Projects costing more than Rs. 16.00 lakhs</p>	<p>Copies of Experience certificate.</p> <p>Order copies &amp; satisfactory completion certificates from the customer prior to 30.11.2020 clearly indicating the cost &amp; nature of work handled.</p> <p>The lift work being a part of whole building project is also acceptable where cost of lift is specified separately as per eligibility criteria.</p>
2	Whether registered as a fellow or a member of any of the Institution of Engineers / Council of Architecture / etc.	Copy of membership certificate or identity card
3	The Consultant must have GST registration number and PAN number	Copies of the registration certificate and PAN card copy shall be enclosed.
4	The Consultant should have their office in Uttar Pradesh for operational convenience	Details of local address with registration proof of office

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### (III) BRIEF DETAILS & OBJECTIVES OF WORK

- a) **Canara Bank, Circle Office, Lucknow** (hereinafter known as Employer or Bank) proposes to avail **Consultancy Services for Replacement of Two Nos. of Lifts at Canara Bank, Circle Office Building, Vipin Khand, Gomti Nagar, Lucknow, Uttar Pradesh.**
- b) The proposed work shall comprise of the following:
- i. Preparation of estimates,
  - ii. Preparation of drawings / layouts, as required,
  - iii. Preparation of tender document, tenders evaluation etc.,
  - iv. Preparation of Work Schedule for timely completion of works,
  - v. Approval from local/ statutory authorities etc.,
  - vi. Supervision of works,
  - vii. Ensuring compliance of Safety Code / Site safety during execution,
  - viii. Ensuring compliance of Labour Laws & Regulations, Insurance etc.,
  - ix. Certification for tests,
  - x. Verification and checking of running / final bills,
  - xi. Any other work as assigned by the Bank for the subject project, etc.

#### (IV) GENERAL RULES & INSTRUCTIONS TO CONSULTANT

1. The consultant, on his own expense, shall inspect the site to ascertain the site conditions, constraints and any other information required.
2. The tender/ offer is "TWO ENVELOPE CONCEPT" and shall be submitted in two separate sealed envelopes as detailed below:-
  - 2.1 The first envelope to be super scribed as **"TECHNICAL BID for Consultancy Services for Replacement of Two Nos. of Lifts at Canara Bank, Circle Office Building, Vipin Khand, Gomti Nagar, Lucknow, Uttar Pradesh"** should contain Offer document duly signed in all pages consisting of:
    - (i) NIO
    - (ii) Eligibility Criteria
    - (iii) Brief Details and Objectives of Work
    - (iv) General Rules & Instructions to Consultant
    - (v) Method of Evaluation
    - (vi) Conditions of Agreement
    - (vii) Design Brief
    - (viii) Application Format (Proforma - A)
    - (ix) Proforma - B, C, D & E

**Note: Financial aspects (Proforma-F) of the offer should not be disclosed in any way, in the technical bid and such technical bids consisting financial aspects are liable for rejection.**

- 2.2 The second envelope to be super scribed as **"FINANCIAL BID for Consultancy Services for Replacement of Two Nos. of Lifts at Canara Bank, Circle Office Building, Vipin Khand, Gomti Nagar, Lucknow, Uttar Pradesh"** should only contain price offer quoting fee for complete services in Proforma-F.

No other terms and conditions or information shall be furnished in the financial bid other than the fee. The offerer is requested to refer to the terms and conditions in the draft agreement enclosed while quoting the fees.

- 2.3. These above two envelopes put in an OUTER / BIG ENVELOPE to be super scribed as **"Offer for Consultancy Services for Replacement of Two Nos. of Lifts at Canara Bank, Circle Office Building, Vipin Khand, Gomti Nagar, Lucknow, Uttar Pradesh"** should be submitted to the address as detailed in Notice Inviting Offers (NIO).
- 2.4. Only original offer documents issued/downloaded from websites have to be duly filled and submitted and no other format shall be used, except for Proforma which shall be submitted in the letter head. Wherever required, particulars can be submitted in annexure but such details **shall** be clearly mentioned in respective

columns in the original document. All the documents, enclosures, and correspondence will form the part of contract. Necessary details to ascertain the eligibility criteria for short listing shall be furnished in the required format only. The details furnished elsewhere or in the format in deviation from the format required will not be considered.

3. The sealed offers should be submitted to the office of the Canara Bank, Premises & Estate Section, Circle Office, Vipin Khand, Gomti Nagar, Lucknow on or before the time and date stipulated in NIO. If last day of submission of bids is declared a holiday by the Government next working day will be deemed to be the last day for submission of the offer. No offer will be accepted by email or FAX.
4. The First envelope (Technical bid) will be opened in the said office on as specified in NIO.
5. The date for opening the Second envelope (Financial bid) will be intimated subsequently only to such firms whose Eligibility, Technical bids are found qualified & suitable. The applicants are requested to participate during the opening of the tender.
6. The tender documents are not transferable.
7. Applications containing false and/or incomplete information are liable for rejection.
8. All corrections such as cuttings, interpolations, omissions and over-writings shall be number as 'c', 'i', 'o' and 'ow' and initialed.
9. All fees shall be quoted on the proper form. Quoting of fees different from prescribed in this document will be liable for rejection. The fees quoted shall be inclusive of all fees / charges payable to the associate consultants, Income tax (TDS) but exclusive of Goods & Service tax (GST). GST on professional service shall be payable by the Bank as per the applicable rules & rates of Goods & Services tax (GST) Act enacted by the Government of India.
10. The Bank's decision in the selection process is final and Bank will neither entertain any correspondence in this regard nor will be bound to furnish any explanation. The acceptance of a offer will rest with the Bank which does not bind itself to accept the lowest offer and reserves to itself the authority to reject any or all of the offers received without assigning any reason.
11. Offers which are incomplete in any respect are liable to be rejected.
12. Canvassing in connection with tenders is strictly prohibited and the offers submitted by the Consultants who resort to canvassing will be liable for rejection.



13. The applicant shall furnish the list of his relatives working in the Canara Bank with their present place of posting in the **Proforma C**.
14. The offer shall remain open for acceptance for a **period of 60 (sixty) days from the date of opening**. No offer can be modified or withdrawn by the Consultant after submission of the Bid.
15. The Consultant or their authorized representatives with an authorization letter as per **Proforma D** are requested to be present during the opening of the bids. If any of the Consultant or all the Consultants who submitted are not present during the specified date and time of opening it will be deemed that such Consultant is not interested to participate in the opening of the Bid/s and the Bank will proceed further with opening of the technical bids / financial bids in their absence.
16. It will be obligatory on the part of the Consultant to tender and sign the offer documents for all the component parts and that, after the assignment is awarded, he / they will have to enter into an agreement for each component with the Competent Authority of the Bank.
17. The successful Consultant shall execute the agreement on a stamp paper of appropriate value, this offer document along with the correspondence shall constitute a binding contract between the Consultant and the Bank/ Employer.
18. On acceptance of the offer, the name of the accredited representative(s) of the Consultant who would be responsible for taking instructions from the Bank / Employer shall be communicated to the Employer.
19. Conditional offers shall be summarily being rejected.
20. The Consultant shall inspect the site to ascertain the site conditions, constraints and any other information required for making the offer at his own cost before submission of offers.
21. All the contents of this document and financial bid with quoted fees shall form a part of the contract document. The successful Consultant on acceptance of his tender by the Accepting Authority, shall sign an agreement on stamp paper contract consisting of the following within 14 days from the date of acceptance of the tender:-
  - (a) Standard form of Agreement on stamp paper.
  - (b) All the contents of this offer document and financial bid with quoted fees, any correspondence leading to acceptance of offer by the Bank, etc.
22. The Bank reserves the right to modify any or all of the Eligibility criteria.
23. Earnest Money Deposit (EMD): **Rs.10,000/-** (Rupees ten thousand only) by Demand Draft favoring "Canara Bank, Circle Office Lucknow" payable at Lucknow from any Nationalized / Scheduled Bank. EMD is to be submitted along with

Technical bid. Submission of the EMD in the Financial bid envelope shall render the tender being rejected on the grounds of non submission of the EMD. No interest shall be payable on EMD.

24. Initial Security Deposit (ISD): The Consultant whose tender is accepted shall be required to furnish by way of Initial security a sum of Rs. 10,000/-. If EMD of Rs. 10,000/- is already submitted then the same will be considered as Initial Security Deposit.

In case of the bidders who had submitted MSE exemption certificate for EMD, becomes successful in the tender, such successful bidder will be required to pay Rs. 10,000/- as Initial Security Deposit (ISD) in the acceptable instruments as detailed above and no exemptions are applicable for ISD.

25. Tender cost : Rs.500/- if collected from Office, Free if downloaded from website

26. Estimated cost of work : Rs.40.00 Lakh

**27. Micro and Small Enterprises (MSEs)**

- (i) The MSEs are provided tender documents free of cost and are exempted from payment of earnest money deposit, subject to furnishing of relevant valid certificate for claiming exemption.
- (ii) This policy is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them. An MSE Unit will not get any purchase preference over another MSE Unit.

28. Date of opening of Technical Bids : 20/01/2021 at 03:30 PM

29. Pre bid meeting date and venue :

**DATE: 13/01/2021 AT 03:00 PM**

**VENUE:**

Canara Bank, Premises & Estate Section,  
Circle Office, Vipin Khand, Gomti Nagar,  
Lucknow - 226010 (U.P.)

30. The document can be downloaded from Bank's website ([www.canarabank.com](http://www.canarabank.com))

### (V) METHOD OF EVALUATION

1. In the first stage, offers will be evaluated against the stipulated eligibility criteria of the Bank. Offers not complying with the Bank's eligibility criteria will be rejected. The Consultants, who comply with the eligibility criteria and evaluation criteria, will be short-listed in technical evaluation. The evaluation of Consultants for shortlisting may include getting opinion from the previous clients, visiting their projects, if necessary. In the event of large number of responses, Bank may shortlist a minimum of 5 (five) Consultants by scoring method on the basis of details furnished by them.
2. The Financial/ Price bids of the Consultants who satisfy the eligibility criteria only will be opened. The date of opening of the Financial/Price bids will be intimated separately to the consultants who qualify the eligibility criteria.

3. Scoring will be done as per criteria tabulated below:

Sl. No.	Criteria	Weightage	
	Sub- criteria	Criteria Total	Sub-criteria
1	Past experience of the consultant (track record)	60%	
	<ul style="list-style-type: none"> <li>• Number of years' relevant experience</li> <li>• Past experience of works of similar nature</li> <li>• Past experience in carrying out                             <ul style="list-style-type: none"> <li>○ Works in the related sector</li> <li>○ Works carried out in the region of project</li> </ul> </li> </ul>		20%  50%  20% 10%
2	General profile of qualification, experience and number of key staff (not individual CVs)	25%	
	<ul style="list-style-type: none"> <li>• Qualification</li> </ul>		30%
	<ul style="list-style-type: none"> <li>• Relevant Experience</li> </ul>		70%
3	Overall financial strength of the consultant in terms of turnover, profitability and cash flow (liquid assets) situation	15%	
	<ul style="list-style-type: none"> <li>• Turnover figure for last three years</li> </ul>		50%
	<ul style="list-style-type: none"> <li>• Net profit for last three years</li> </ul>		50%
		100%	

4. Minimum required marks for qualifying financial bid will be 75% (seventy five percent).

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## (VI) CONDITIONS OF AGREEMENT

**Subject: Consultancy Services for Replacement of Two Nos. of Lifts at Canara Bank, Circle Office Building, Vipin Khand, Gomti Nagar, Lucknow - 226010 (U.P.)**

### 1. DEFINITIONS:

For the purpose of the agreement, the following words and expression shall have the meaning hereby assigned to them except where the context otherwise requires:-

- i. 'Approved' means approved by Bank's representative in writing including subsequent confirmation of previous approval and 'Approval' means approval by Bank's representative in writing as above said.
- ii. 'Bank' means the CANARA BANK which expression shall unless excluded by or repugnant to the context include its representative.
- iii. 'Bank's representative' means the **The Deputy General Manager, Canara Bank, Circle Office Lucknow, Vipin Khand, Gomti Nagar, Lucknow, Uttar Pradesh** or any person authorized by him as in charge of the work and would sign the agreement on behalf of the CANARA BANK.
- iv. "Project" shall means Lift Replacement Works at Canara Bank, Circle Office Building, Vipin Khand, Gomti Nagar, Lucknow.
- v. "Site" means Canara Bank Circle Office Lucknow at Vipin Khand, Gomti Nagar, Lucknow.
- vi. "Site engineer" shall mean the engineer delegated by the Consultant/ Bank for subject project.

### 2. SCOPE OF WORKS:

- a) Dismantling of Existing Lift and Replacement with new lift at the same place and also Installation of New Lift and provision of new structure for lift shafts at Circle Office, Canara Bank, Lucknow.
- b) Civil, Electrical works and structural design which may be required for the purpose.
- c) The approval for structural drawings/design shall be undertaken by engaging structural engineer/consultant having relevant experience of at least three years. In this regards, the necessary document/s shall be submitted wherein the experience shall be clearly mentioned.

- d) Associated works, if any, (hereinafter referred to as the 'said works') more fully detailed in the schedule hereto:
- e) Obtaining / Taking applicable permission from local/statutory authorities.

### 3. SCOPE OF SERVICES:

The consultant agrees to and shall render the following services in connection with and in regard to the above works

- a) Study of building requirements with respect to the work and any specific additional provisions that need to be made,
- b) Study the building traffic including the occupants and visitors,
- c) Prepare required options/choices of schemes with respect to
  - (i) Higher reliability (ii) Lower power consumption (iii) Lower/higher capacity per elevator (iv) Speed (v) Automatic staggering of operation times (vi) Appealing car aesthetics (vii) Useful life after installation (viii) Total lifecycle costs/ Total cost of ownership (ix) Comprehensive, effective and implementable annual maintenance contract (x) Installation costs (xi) Improved safety (xi) Structural design including foundation & superstructure for construction of new lift shaft & required dismantling (xii) Detailed feasibility/project report on the various options for Institution specific requirements so as to enable the employer to take a decision on the designs.
- d) On receipt of approval for the scheme from the employer, prepare tender documents including specifications, drawings, schedule of quantities and materials, including related electrical works in machine room / other areas and lift shaft etc. and work out detailed estimate of cost for the employer's approval,
- e) Conduct & attend pre-bid meeting/s with the prospective bidders,
- f) The consultant shall scrutinize credentials of the bidders and submit their recommendations for qualifying/disqualifying the bidders,
- g) The consultant shall scrutinize tenders received and submit their recommendations to the employer ensuring that all bidders are technically on par,
- h) Scrutinize and approve the working drawings, specifications, check quality of materials and supervise the work of dismantling old elevators and installation of the new elevators and all other works, monitor work progress with vendor and Canara Bank,
- i) Prepare detailed drawings for construction of new shaft for installation of a lift including structural design & supervision of construction work. Any approval from local

authorities for construction of shaft, installation of lifts, its inspection & approval etc. shall be obtained by the consultant. Any fee charged by local authority in this connection will be borne by Canara Bank, subject to demand letter/receipts.

j) Check running / final bills and submit recommendations for payment due to the contractors,

k) Certify with tests, if necessary, and as per Institutions' standard checklist, the completion of the satisfactory supply, erection and performance of the elevator systems with all other works,

l) Obtain from the contractors and supply to the employer a set of 'As-built drawings' pertaining to the elevator system and all other works,

m) Attend to any other work connected with the dismantling old elevator and installing new elevator, but not referred to in any of the paras mentioned above.

n) Other incidental items as may be necessary for execution of the above work.

The scope of work of any of the above items may be deleted or added by the Bank at its sole discretion and the decision of the Bank will be final in this regard.

#### 4. CONDITIONS OF ENGAGEMENT

- 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 OR if a qualified and experienced resident engineer is appointed at the cost of and responsibility of the consultants, on approval by the employer and who shall be appointed during execution period 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 the employer 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 CANARA BANK in giving suitable replies or take action as may be necessary.
- c) Appear on behalf of the BANK before Municipal assessor or such other authorities in connection with settlement of ratable value.
- d) Assist the BANK in arbitration, litigation case that may arise out of the contract entered into in respect of the above work.

- e) The consultant shall render service to the employer till completion of the defects liability period as indicated in the agreement executed between the employer and the contractor.

## 5. MODE OF PAYMENT

The employer shall pay fees to the consultants in stages as follows:

- a. 20% of the total fees payable after completion and approval of the preliminary drawings/ schemes by the employer and after completion of all specifications, drawings, estimate and tender documents
- b. 40% of the total fees (less any amounts paid under clause (a) above) payable after tenders are invited and submission of recommendations to the employer for award of work and execution of contract agreements.
- c. 50% of the total fees (less already paid) payable after completion of dismantling and required new civil structure works for first lift.
- d. 65% of the total fees (less already paid) payable after completion of erection, installation, testing, commissioning and handover of first lift.
- e. 75% of the total fees (less already paid) payable after completion of dismantling and required new civil structure works for second lift.
- f. 90% of the total fees (less already paid) payable after completion of erection, installation, testing, commissioning and handover of second lift.
- g. 95% (less already paid) payable after settlement of the final bill of the contractor.
- h. 100% of the total fees (less already paid) shall be released after defects liability period and satisfactory rectification of the defects by the contractors, as pointed out during the defects liability period.

## 6. APPROVED VISITS OUTSIDE LUCKNOW CITY:

For traveling outside Lucknow city as approved by the Bank, the consultant shall be paid as follows -

- 1) For partners, associates, senior consultants within the entitlement of Senior Management (Scale IV) of the Bank
- 2) For other staff, within the entitlement of Middle Management (Scale III) of the Bank

## 7. TIME SCHEDULE

**Commencement of work::** The commencement of work will be considered from 7<sup>th</sup> day after the date of issue of award letter to the Consultant. Also, the Consultant has to enter into the agreement with the Bank within 7 days from the date of issue of award letter.

**Submission of Drawings, Estimates, Tender Documents::** After commencement of the work, the consultant has to submit all required Drawings, Estimates, Tender Documents etc. within 14 days.

## 8. PENALTY

Notwithstanding that is mentioned above, if the employer 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 consultants 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 the employer and a certificate issued by the employer as regards to 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 consultant for any loss recoverable from the consultants as compensation amount equal to 0.5 (half) per cent or such smaller amount as the BANK may decide on the total fee payable for every week that the work remains unfinished after the specified date subject to a maximum of 10%.

## 9. RESTRICTION / SUSPENSION:

The BANK reserves the right of restricting the Consultant's services to the preparation of consultancy and structural detailed drawings specifications and estimates and make other arrangements for inviting tenders and supervision of work after withdrawing such work from him or suspend the work due to administrative reasons. The Consultant shall, in that case, will be entitled to payment of fees on prorated basis as per Clause 5 only for the services entrusted to him.



## 10. ABANDONMENT OF WORK:

That if the Consultant abandons the work for any reasons whatsoever or becomes incapacitated from acting as aforesaid, the BANK may make full use of all or any of the drawings prepared by the Consultant and that the Consultant shall be liable to refund all the fees paid to him up to that date plus such damages as may be assessed by the BANK subject to a maximum of 10% of the total fees payable to the Consultant under this agreement.

Provided, however that in the event of the termination of the agreement being under proper notice as provided in the clause hereinafter, the Consultant shall be liable only to refund any excess payment made to him over and above which is due to him in accordance with the terms of this agreement, for the services performed by him till the date of termination of agreement.

## 11. TERMINATION:

That this agreement may be terminated at any time by either party upon giving three months notice normally and in exigent circumstances with one month notice to the other and in the event of such termination the Consultant shall be liable to refund the excess payment if any made to him over and above what is due in terms of this agreement on the date of termination. The BANK shall make payment of fees for the services already rendered by the Consultant and the BANK may make full use of all or any of the drawings and details prepared by the Consultant.

## 12. ARBITRATION

- a) If any dispute, difference, or question shall at any time arise between the parties as or 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 that the decisions of the employer is final and binding, the same shall be referred to arbitration and a final decision after giving atleast 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, the employer shall send to consultants 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 employer or the consultants.
- c) The consultants shall on receipt of the names as aforesaid select any of the persons so named to be appointed as the sole arbitrator and communicate his name to the employer within 15 days of receipt of the names. The employer shall thereupon without any delay appoint the said person as the sole arbitrator. If the consultant fail

to communicate such selections as provided above within the period specified, the employer shall make the selection and appoint the sole arbitrator from the panel notified to the consultants.

- d) If the employer fails to send to the consultants the panel of three names as aforesaid within the period specified, the consultant shall send to the employer a panel of three names of persons who shall be unconnected with either party. The employer shall on receipt of the names as aforesaid select any one of the person and appoint him as the sole arbitrator. If the employer fails to select the person and appoint him as the sole arbitrator within 30 days of the panel and inform the consultant accordingly the sole arbitrator and communicate his name to the employer.
- 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 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.

### 13. NUMBER OF DRAWINGS SETS ETC. AND COPY RIGHT:

All the estimates, details of quantities, detailed design, reports and any other details envisaged under this agreement including drawings-architectural, electrical, A/c or other services (Internal and External) should be supplied both by the Consultant without any extra cost. *Apart from submitting the hard copies, soft copies of all the drawings, details, designs shall also be submitted to the BANK for BANK's record & future reference at no extra cost.*

If any changes are made in the drawings already issued, as required by the BANK, additional copies of drawings shall be submitted at no extra cost.

#### 14. DETERMINATION OR RECESSION OF AGREEMENT:

The BANK without any prejudices to its right against the consultants in respect of any delay by notice in writing absolutely determine the contract in any of the following cases;

- i. If the Consultant being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a (Manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or Manager or which entitles the court to make up a winding order.
- ii. If the Consultant is not pursuing the project with due diligence within the time lines committed or commits breach of any of the terms of the agreement and when the Consultant has made himself liable for action under any of the cases aforesaid the BANK shall have powers:
  - a. To determine or rescind the agreement
  - b. To engage another Consultant to carry out the balance work debiting the Consultant the excess amount if any so spent.

15.i) The BANK may have the work inspected at any time by any officer nominated by the BANK who shall be at liberty to examine the records check estimates, structural designs and verify measurements and the quality of work.

ii) The appointment of BANK's own supervisory staff if any, does not absolve the Consultant of his responsibility of supervision. The Consultant shall remain solely responsible for the quality of material, workmanship, structural soundness designs and construction and for all provisions of the contract so as to satisfy the particular requirement of the specifications.

16.(a) The Consultant shall be fully responsible for the technical soundness of the work and furnish a certificate to that effect including the work of consultants and specialist engaged, if any, by him and also ensure and give a certificate at every bill stage that the work is carried out strictly in accordance with drawings and specification.

(b) The Consultant shall supply to the supervising staff, if so engaged by the BANK, copies of all documents, instructions issued to contractors relating to the work drawings, specifications, bills of quantities and also other documents as may be required for proper supervision, free cost.

17. All instructions to the contractor affecting the rules and provisions of contract shall be issued by the Consultant in writing after obtaining proper approval in writing of the BANK and copies of such instructions shall simultaneously be supplied to the BANK.

18. The Consultant shall be required to maintain his own accounts for certifying the contractor's bill and progress of work etc. These shall be properly handed over to the BANK before final payment under this contract.

19. The Consultant hereby agrees that the fees to be paid as provided herein (clause 5) will be in full discharge of function to be performed by him and no claim whatsoever shall be against the BANK in respect of any proprietary rights or copy rights on the part of any other party relating to the plans, models and drawings.

The Consultant shall indemnify and keep indemnified the BANK against any such claims and against all cost and expenses paid by the BANK in defending itself against such claims.

20. Notwithstanding the completion of the work as per Agreement entered hereto, the Consultant agrees and undertakes the responsibility to suitably reply to the BANK's queries that may be raised by any authorized inspection agency of the BANK or the Government.

21. In case it is established that due to fault of Project Consultant or external agencies / Civil Architect/ Consultant appointed by the Consultant if the BANK has to pay any extra amount due to over-run of the Project, over measurements - faulty description of tender item or any other lapse on the part of project Consultant necessary recovery may be effected from the Project Consultant's fees as per provision of Section 73 of Indian Contract Act 1872 under section 30 of Architects Act 1972 (Central Act No.20 of 1972) and/or Project Consultant may be debarred from employment for specified period and/or black listed depending on gravity of the lapses on the Project Consultant.

For and on behalf of  
M/s. \_\_\_\_\_

For and on behalf of  
**CANARA BANK**

IN THE PRESENCE OF::

1.

2.

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## DESIGN BRIEF

- 1) Number of existing elevators: 02 Nos. Elevator,
- 2) Canara Bank, Circle Office, Vipin Khand, Lucknow, building has Ground + 3 (Three) Floors,
- 3) Traffic pattern: (may be studied by the consultant on the site)
  - a. Office staff
  - b. Maintenance staff
  - c. Security staff
  - d. Visitors
  - e. Traffic relative to time of day
- 4) Desired results after installation of dismantling of two old lifts / elevator and Installation of two new lifts at the same place:
  - a. Higher reliability,
  - b. Improved safety,
  - c. Lower power consumption,
  - d. Possibility of Lower / higher capacity per elevator,
  - e. Possibility of lower/ higher Speed,
  - f. Possibility of automatic staggered operation time,
  - g. Reasonable useful life after modernization,
  - h. Comprehensive, effective and implementable annual maintenance contract terms and conditions,
  - i. Total lifecycle costs/ Total cost of ownership,
  - j. Appealing car aesthetics,

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**PROFORMA - A**

**“APPLICATION FORMAT”**

**Subject: Consultancy Services for Replacement of Two Nos. of Lifts at Canara Bank, Circle Office Building, Vipin Khand, Gomti Nagar, Lucknow - 226010 (U.P.)**

1. (a) Name of the Applicant :  
Address :

Telephone No. :  
Office :  
Residence :  
Mobile :  
Fax :  
E-Mail :

(b) Office Address :

2. a) Status of the Firm(Whether company/  
Partnership / proprietary) :

b) Name of the Proprietor/ Partners/ Directors  
(with professional qualifications, if any):

I)

II)

III)

c) Year of establishment :

3. Whether registered with Registrar of  
Companies/ firm. If so, No. & Date :

4 . Registration with Tax Authorities :

a) Income-tax No. PAN/GIR NO;  
(Furnish copies of Income-tax returns)

**Consultancy Services for Replacement of Two Nos. of Lifts at Canara Bank, Circle Office Building, Vipin Khand, Gomti Nagar, Lucknow, Uttar Pradesh.**

- b) Goods & Service Tax Regn Number :  
(Furnish the latest copies of the returns filed)
- c) Registration Number with Council of Architects/ Inst of Engineers/ Other Statutory Authority etc.:

5. Names of the Bankers with address :

I)

II)

6. Turnover of the Company/firm  
(Please attach copy of documents in support of the details)  
Note: Indicate only Professional fees and not cost of works

S. No.	Year	Turnover
1	2019-20	
2	2018-19	
3	2017-18	

7. Registration with Government / Public Sector / Banks / Corporate, if any

NAME OF THE ORGANISATION	NATURE OF WORKS	CATEGORY/ VALUE OF WORKS	DATE OF REGISTRATION

8. What are your fields of activities? Mention the fields on preference basis

1)

2)

3)

9. Details of the works executed during 5 years prior to 30.11.2020 (to meet eligibility condition No. 1) for which consultancy services were provided

Sl	Name of Work	Work executed for (name of the organization with address, concerned office and telephone number)	Nature of work (in brief)	Location of the work	Actual Value of the works	Date of commencement & Completion.

Note: The works which qualify for the above category then the same should be indicated in 9. Copies of client's satisfactory completion certificates shall be enclosed. \*Also, photo images, 3D walk-through's, Videos, power point presentations of works handled, in soft copy form (Compact Discs) may be submitted.  
(\* optional)



10. Key personnel permanently employed in your organization:

Sl No.	Name	Qualifications	Experience	Particulars of work done	Employed in your firm since	Any other

11. Furnish the names of three responsible clients/ persons to whom the major works carried out by the applicant with address and telephone number who will be in a position to certify about the quality as well as past performance of your organization.

NAME OF THE OFFICIAL	ORGANISATION & ADDRESS	CONTACT NUMBERS

12. Furnish the details of AWARDS, CITATIONS etc received in recognition of your services in projects designed/ associated

YEAR	Name of the Award with details	Name of the organization from whom award was received	Name of the project for which such award was received

### DECLARATION

1. All the information furnished by me / us here above is correct to the best of my knowledge and belief.
2. I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets / annexure.
3. I / We agree that the decision of Bank in selection will be final and binding to me / us.

Place :

Date :

SIGNATURE

NAME & DESIGNATION

SEAL OF ORGANISATION

PROFORMA B

AGREEMENT WITH THE CONSULTANT

Memorandum of agreement, made at Lucknow this \_\_\_\_\_ day of the month of \_\_\_\_\_ in the year \_\_\_\_\_ between CANARA BANK having its Head Office, 112 J C Road, Bangalore - 560 002 amongst others .....represented by its duly constituted attorney (hereinafter referred to as Bank) which expression shall unless excluded by or repugnant to the context be deemed to include their successors, and assigns in office) of the one part and M/s. \_\_\_\_\_

Consultant, having \_\_\_\_\_ its \_\_\_\_\_ office \_\_\_\_\_ at \_\_\_\_\_ (hereinafter referred to as the Consultant) which expression shall unless excluded by or repugnant to the context, be deemed to include their successors and assigns) of the other part.

WHEREAS the Bank is desirous of undertaking Consultancy Services for Replacement of Two Nos. of Lifts at Canara Bank, Circle Office Building, Vipin Khand, Gomti Nagar, Lucknow, Uttar Pradesh in accordance with the general requirements, and whereas the Consultant have agreed to perform the services as set out and subject to the terms and conditions set forth in the said "Conditions of contract" herein under.

NOW, these present witnesseth and it is hereby agreed and delivered by between the parties hereto as follows:

The Bank appoints the Consultant and the Consultant accepts the work on a clear understanding that the Consultant shall not be an employee of Bank for any reason whatsoever including for the reason of his appointment by virtue of this agreement and on the terms and conditions (i.e. Conditions of Agreement) set-forth as stated in the foregoing, which shall form part and parcel of the agreement.

IN witness whereof, the parties hereunto have set their hands and seals the day and year first above written.

For and on behalf of

For and on behalf of the

M/s. \_\_\_\_\_

CANARA BANK

In the presence of :

1.

2.

**PROFORMA - C**

To,

The Deputy General Manager  
Canara Bank,  
Premises & Estate Section,  
Circle Office,  
Lucknow-226010 (U.P.)

**Subject: Consultancy Services for Replacement of Two Nos. of Lifts at Canara Bank, Circle Office Building, Vipin Khand, Gomti Nagar, Lucknow - 226010 (U.P.)**

1. Details List of relatives working in Canara bank-

NAME OF THE OFFICIAL	DESIGNATION	ADDRESS OF THE OFFICE / BRANCH

2. Details/ List of retired Government / PSU/ Bank employees , employed by the applicant :

NAME OF THE RETIRED OFFICIAL	DESIGNATION	NAME & ADDRESS OF THE PREVIOUS EMPLOYER

Name & Signature of Consultant

**PROFORMA - D**  
**(AUTHORIZATION LETTER)**

To,

The Deputy General Manager  
Canara Bank,  
Premises & Estate Section,  
Circle Office,  
Lucknow-226010 (U.P.)

**Subject: Consultancy Services for Replacement of Two Nos. of Lifts at Canara Bank,  
Circle Office Building, Vipin Khand, Gomti Nagar, Lucknow - 226010 (U.P.)**

This has reference to your above subject.

Mr/Miss/Mrs. \_\_\_\_\_ hereby authorized to attend the pre-bid meeting/ technical bid/ financial bid opening on \_\_\_\_\_ on behalf of our organization.

The specimen signature is attested below:

\_\_\_\_\_  
Specimen Signature of Representative

\_\_\_\_\_  
Signature of Authorizing Authority  
of the Consultant

**PROFORMA - E**  
**"CONFIRMATION FOR ACCEPTANCE OF THE OFFER"**

Date:

The Deputy General Manager  
Canara Bank,  
Premises & Estate Section,  
Circle Office,  
Lucknow-226010 (U.P.)

Dear Sir,

**Subject: Consultancy Services for Replacement of Two Nos. of Lifts at Canara Bank, Circle Office Building, Vipin Khand, Gomti Nagar, Lucknow - 226010 (U.P.)**

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 shown above shall be reckoned from the date of issue of the Letter of Work Order.
4. Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions or the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit the EMD and pay to the Canara Bank, the amount mentioned in the said Conditions.
5. Decision of Canara Bank, Circle Office, Lucknow in regard to selection of the consultants shall be final. Canara Bank is not bound to assign any reasons therefore.
6. All the above conditions are acceptable to me/ us.

Yours faithfully,

**Signature of applicant (with full address, contact number and e-mail)**

**Consultancy Services for Replacement of Two Nos. of Lifts at Canara Bank, Circle Office Building, Vipin Khand, Gomti Nagar, Lucknow, Uttar Pradesh.**

**LIST OF DOCUMENTS/ CERTIFICATES/ ANNEXURES ATTACHED:**  
(To be filled by Applicants)

[illegible]

PROFORMA-F  
**"FINANCIAL BID - FEE STRUCTURE"**  
(to be submitted in separate sealed ENVELOPE)

To,

The Deputy General Manager  
Canara Bank,  
Premises & Estate Section,  
Circle Office,  
Lucknow-226010 (U.P.)

**Subject: Consultancy Services for Replacement of Two Nos. of Lifts at Canara Bank, Circle Office Building, Vipin Khand, Gomti Nagar, Lucknow - 226010 (U.P.)**

This is with reference to your notice inviting offers for appointment of Consultant for the above mentioned project.

I/We have read the notice inviting offer, general rules and instructions and the draft agreement to be entered by the successful offerer. I/We also understand that BANK reserves its right to accept or reject any or all the offers partially or wholly.

I/We are fully qualified to provide consultancy services for the said work and have understood the scope of services, terms and conditions. Accordingly, we are agreeable to extend our professional services for the subject work on the following charges:

**Consultancy fees** as per terms and conditions (i.e. Conditions of Agreement), for complete Consultancy services.

Fee in figures: .....(%)

& in words: ..... Percentage

The above fee is payable based on the cost as indicated **plus applicable Goods and Service Tax.**

I/We fully understand that you are not bound to accept the lowest or any offer you may receive.

Date:

Place:

Signature of the Consultant

**Consultancy Services for Replacement of Two Nos. of Lifts at Canara Bank, Circle Office Building, Vipin Khand, Gomti Nagar, Lucknow, Uttar Pradesh.**