



CANARA BANK

PREMISES AND ESTATE SECTION,
CIRCLE OFFICE,
54-15-4B, LAKSHMI AVENUE, 1ST FLOOR,
SRINIVASA NAGAR BANK COLONY,
VIJAYAWADA- 520008
Ph: 0866-2428877
E-mail: pecovij@canarabank.com

DOMESTIC TENDER

TENDER DOCUMENT

(CONSULTANCY SERVICES FOR STRUCTURAL STRENGTHENING WORK)

**FOR OWN BUILDINGS
AT
PATNAM BAZAR, GUNTUR
UNDER
CANARA BANK
CIRCLE OFFICE VIJAYAWADA**

Tender Reference No: COVJA/P_E/GTR/STRCONSULT/001/2021

**NOTICE INVITING THE TENDER, MINIMUM ELIGIBILITY CRITERIA,
BROAD SCOPE OF CONSULTANCY WORK, INSTRUCTIONS TO BIDDERS,
GENERAL CONDITIONS OF CONTRACT, SCOPE OF WORK,
SPECIAL CONDITIONS, TERMS & CONDITIONS, ARTICLES OF
AGREEMENT, SAFETY CODE, APPLICATION FORM, ANNEXURES,
FINANCIAL BID.**

NOTICE INVITING TENDER (NIT):

To,

M/s

The Deputy General Manager, Canara Bank, Circle Office, Vijayawada invites applications on prescribed forms for the undernoted works from reputed Consultancy Firms/Companies engaged in consultancy services for undertaking strengthening work of Bank owned building based on suggestions from consultant based on the Non- destructive testing results available with Bank.
The interested Firms/Companies fulfilling the following conditions may apply in two Bid System (Technical Bid and Financial Bid):

1.	Name of Work	CONSULTANCY SERVICES FOR STRUCTURAL STRENGTHENING WORK FOR BANK OWN BUILDING AT PATNAM BAZAR,
2.	Time allowed for completion	45 days from commencement of work. Time is the essence of the Contract. Delay will be penalized suitably @1% per week of delay beyond the date of completion subject to maximum of 10% of the contract value.
3.	Application fee for tender document	₹1,000/- Payable to Canara Bank, Circle Office, Vijayawada & payable at Vijayawada (DD to be enclosed along with TECHNICAL BID ENVELOPE ONLY)
4.	EMD for tender document	1,500/- Payable to Canara Bank, Circle Office, Vijayawada & payable at Vijayawada (DD to be enclosed along with TECHNICAL BID ENVELOPE ONLY)
5.	Availability of tender document	In our website from 06.02.2021 to 01.03.2021
6.	Pre bid Meeting	12.02.2021 @ 11:00 AM Any amendment or modification will be uploaded in Banks website only.

CONSULTANCY SERVICES FOR STRENGTHENING OF BANK OWNED BUILDING AT GUNTUR

7.	Date and time for submitting the technical and financial bid as per the format prescribed in the tender document	15.02.2021 (From 10:00 AM) TO 01.03.2021 (Up to 03:00 PM)
8.	Address at which the applications are to be submitted	Deputy General Manager (P&E), Canara Bank, Circle Office, 54-15-4B, Lakshmi Avenue, 1 st Floor, Srinivasa Nagar Bank Colony, Vijayawada- 520008
9.	Date and time of opening of Technical Bid	01.03.2021 by 03.30 PM
10.	Date and time of opening of Financial Bid	Will be intimated subsequently only to such applicants who comply with the Eligibility criteria as a part of evaluation of
11.	Place of opening Application	Canara Bank, Circle Office, Vijayawada
12.	Liquidated Damages	1% of the total contract amount per week beyond the date of completion subject to maximum of 10% of the contract value.
13.	Technical Bid Qualification Criteria	For qualifying in Technical Bid an entity should satisfy the eligibility criteria mentioned. So please read the document carefully before applying so that unnecessary applications can be avoided.
14.	For clarification and other details	Please contact : Premises & Estate Section, Canara Bank C.O. Vijayawada, Ph:- 0866-2428877
In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.		
Canara Bank has the right to accept/reject any/all tenders without assigning any		
Sd/- For and behalf of Canara Bank Deputy General Manager		

MINIMUM ELIGIBILITY CRITERIA:

The Firm/Company:-

1. Should have at least 3 years of experience in the field of Consultancy and conducting structural audit, Non- destructive testing of structures, allied works of buildings, structural strengthening work etc. as per the guidelines of the Indian Society of Structural Engineers is essential.
2. Should have services of Licensed Structural Engineers registered with appropriate authorities authorized for the Structural Audit/NDT works/ Assistance for Execution of repairs/ strengthening work including quality check, certification etc.
3. Should have successfully completed in last 3 financial Years, at least three work-orders in the field of Consultancy for Structural Audit of various Buildings including conducting NDT, preparation of BOQ with estimates, drawings/specifications based on NDT, Assistance for Execution of repairs/ strengthening work including quality check, certification etc for reputed organisations/ PSUs/ PSBs. Each consultancy work order should be as follows:-

Minimum 3 work of Rs. 1.50 lakh

4. Completion certificate issued by the client should be enclosed.
5. Should submit audited balance sheets / P&L account and Income Tax clearance certificates for the last 3 financial years.

Interested applicants should submit their application as per enclosed Proforma & Annexure giving requisite details. All documents should be duly signed and stamped by an authorized signatory of the firm / company and all facts/figures should be supported by appropriate documentary evidence / certificates.

NOTE:-

The Pre-Qualifying (PQ) bid (Technical bid) and Financial Bid should be put in separate envelopes superscribed as Technical bid and Financial bid respectively and sealed. The said two sealed envelopes shall be put in a third sealed envelope superscribing “Consultancy Services for Structural Strengthening Work for Bank Owned Building located at Patnam Bazar, Guntur” and deposited in the tender box allotted for the purpose available in the following office during office hours within the prescribed date and time.

CONSULTANCY SERVICES FOR STRENGTHENING OF BANK OWNED BUILDING AT GUNTUR

**Deputy General Manager (P&E),
Canara Bank, Circle Office,
54-15-4B, Lakshmi Avenue, 1st Floor,
Srinivasa Nagar Bank Colony,
Vijayawada- 520008.**

The Financial Bid of only those who qualify in terms of eligibility criteria will be opened and the date of opening of financial bid shall be intimated to the bidders. Bids through E-mail/Fax will not be admitted.

BROAD SCOPE OF CONSULTANCY WORK

1. Visual health inspection of buildings covering internal, external and common areas using light tapping hammer, marking in floor plans all the visible defects, deterioration and quantification.
2. Assessment of damages of RCC members based on your inspection and result of NDT (Non-Destructive Testing: Rebound hammer test and Ultrasonic Pulse Velocity test) with calibration chart for the site. (**N D Test conducted and results available with Bank**)
3. Finding the probable causes of damages, seepage / leakages and status of external plumbing installations.
4. Preparation of detailed report based on visual inspection, NDT results, preliminary reports available with bank, suggesting/ phasing out priority wise repair/ remedial and retrofitting measures supported by photographs wherever necessary.
5. Preparation of detailed estimate for proposed structural repairs/ restoration, rectification work of specialized nature with BOQ (Bill of Quantities).
6. Obtaining necessary permission from appropriate Municipal or Statutory Authority etc. as per requirement or if needed.
7. Preparation of tender documents, drawings (main & working) etc., for proposed structural repairs/ restoration, rectification work and assisting CANARA BANK, CO, Vijayawada in respect of publishing of notice, inviting Tender from the experienced contractors registered with the Government/Semi Government organisations, evaluation of bids and recommendations. (As per CVC, evaluation and recommendations shall be carried out in our office).
8. Assistance for Execution of repairs / renovation works through successful tenderer under their supervision, including main structure and all other connected services including visit to site as and when required or directed by Bank.
9. Attending meetings with CANARA BANK, CO, Vijayawada officials, wherever required, in respect to above work regarding making addition/alteration in the drawings,

specifications, make etc.

10. Selection of samples of materials to be incorporated in the work in consultation with Premises & Estate Department.

11. Quality check and certification of bills including extra items justifications and reasonableness of its rates.

12. Final report on the restoration work executed.

13.

Sl. No:		DESCRIPTION OF WORK	STATUS
A.		PRELIMINARY WORK (PART OF REPORT)	
	i.	Collection of preliminary data.	COMPLETED AND REPORTS AVAILABLE WITH BANK
	ii.	Pre-repair survey (field work).	
	iii.	Non Destructive testing	
	iv.	Submission of survey report, general defects and damages, general recommendations, budgetary estimate in the descending order of preference, generalized bill of quantities.	
	v.	Site visit, analyzing of general defects and damages based on site inspection, test data and survey report. Also scrutiny of all reports available with Bank including BOQ, suggestions/modifications required as per the present condition of building and taking over of project from this point by analyzing and suggesting necessary modifications.	PENDING
B.		PRE-REPAIR PLANNING	PENDING
	i.	Evaluation of methodology and repair strategy.	

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	ii.	Detailed estimation of quantities.	
	iii.	Estimated value of project and Bill of quantities(BOQ)	
	iv.	Assistance for Pre qualification of tenderer (Bidders).	
	v.	Assistance for Short-listing of qualified Bidders.	
	vi.	Preparation of Tender Documents.	
	vii.	Assistance for scrutiny of tenders & comparative statement.	
	viii.	Project planning, Bar-chart, progress report, alternate arrangement for support system, safety etc.	
C.		DURING REPAIR /RE-DEVELOPMENT WORK.	PENDING
	i.	Quality checking and Quality assurance with reports.	
	ii.	Certification for Quality compliance of work	
	iii.	Rejection/Devaluation of inferior work.	
	iv.	Joint measurement.	
	v.	Correspondence and reporting.	
	vi.	Routine meeting with Officers.	
	vii.	Certification of bills for payment as well as extra items & its rates justifications.	
D.		POST REPAIR.	PENDING
	i.	Preparation of Checklist and checking before handover of site.	
	ii.	Checking of building support system restoration.	

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The offer shall include the professional charges for all the consultancy services mentioned above and submitted as financial bid in separate sealed cover. The other details such as registration etc. with appropriate authority, qualification, work done details, etc. shall be submitted in a separate cover along with the technical bid.

INSTRUCTIONS TO THE PQ BIDDER

All Technical bid papers annexed along with the Technical Bid' document should be serially numbered on the top right hand corner of every page.

All pages of the technical bid document should be duly signed and stamped by the authorized signatory of the applicant. The PQ (Technical) bid document should be submitted in original. Technical bid document not submitted in original will be rejected.

The applicant should submit all requisite documents in support of information furnished in the Technical (PQ) Bid document and should be attested by an authority competent to attest the documents. Failure to attach attested copies may lead to disqualification of the bidder.

Tenders should be in the specified form (Non-transferable) which may be either downloaded from our website www.canarabank.com or CPPP Portal. The completed document should be submitted along with necessary papers in prescribed proforma *on or before 01.March.2021 until 15:00 hrs to:*

Deputy General Manager (P&E),
Canara Bank, Circle Office,
54-15-4B, Lakshmi Avenue, 1st Floor,
Srinivasa Nagar Bank Colony,
Vijayawada- 520008.

Tenders should be submitted super-scribed with the name of the work, date and time of opening on the envelope. They will be received up to **15:00 hrs on 01.Mar.2021**. The Pre-Qualification Bid i.e. Technical will be opened on at **15:30 hrs on 01.Mar.2021** in the presence of bidders who choose to be present. Date of opening the Financial Bid shall be intimated later to the participating bidders.

The employer (CANARA BANK, CO, Vijayawada) does not bind itself to accept the lowest or any TENDER, and Bank reserves its right of accepting the whole or any part of the TENDER and the Bidder shall be bound to perform the same at the rate quoted.

Pre-Qualifying Bid i.e. Technical bid and the Financial bid should be enclosed in separate sealed envelope, superscribing " Technical bid" and " Financial bid respectively" thereon. The above said two sealed envelopes shall be put in a third sealed envelope superscribing "Consultancy Services for Structural Strengthening Work for Bank Owned Building located at Patnam Bazar, Guntur" and deposited in the tender box allotted for the purpose in the office of the Deputy

General Manager (P&E), Canara Bank, Circle Office, 54-15-4B, Lakshmi Avenue, 1st Floor, Srinivasa Nagar Bank Colony, Vijayawada- 520008 by the date and time specified above.

Any bid sent through **registered/ordinary post** etc., should be avoided and shall be considered as **invalid** and will be **rejected**. The envelopes should clearly reflect the **applicant's name, address and name of the work**.

A pre-bid meeting is arranged at **11:00 hrs on 12.Feb.2021** at Premises and Estate Section, Canara Bank, Circle Office, Vijayawada (Ph. No: 0866-2428877), to address the doubts/queries of bidders. Intending bidders may attend the pre-bid meeting.

TENDER submitted shall remain **valid for 90 days** from the date of opening of financial bid for the purpose of acceptance and award of work. **Validity beyond 90 days from the date of opening shall be by mutual consent.**

An Initial Security Deposit (ISD) of **2% (Two percent)** of accepted value of the tender shall be provided by the **successful tenderer** in form of **Demand draft** from a **scheduled bank** within **15 days** of intimation to the tenderer of acceptance of tender, out of which **Rs. 1,500.00 (Rupees Thousand Five hundred only)** will have to be submitted by each bidder **with technical bid at the time of submitting bid** and the rest amount if any within 15 days of intimation to the tenderer of acceptance of tender. The partial ISD amount submitted with technical bid will be returned to the bidder within one month of final decision of the tender if he does not get the tender. The **deposited ISD will be forfeited** if the **bidder** does not turn up **after acceptance** of his tender. **ISD will not bear any interest.** The ISD will be liable to be forfeited in case the contractor commits any breach of terms and conditions of the Contract or fails to complete the work. This forfeiture is independent of the liquidated damages provided for in the Contract.

The **Bidder** shall **quote rates** both in **figures** and **words**. On checking if there are differences between the rates quoted by the Bidder in words and in figures, the **rates in words** will be considered as **final**.

Before quoting, the Bidder shall inspect the site, to fully acquaint himself about the condition in regard to accessibility of the site, nature and extent of ground, working condition of site and locality including stacking of materials, installations of tools and plants (T&P) etc., conditions affecting accommodations and movement of labour etc. required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the Employer in any circumstances.

Except writing rates and amounts, the Bidder should not write any conditions or make any changes, additions, alterations and modifications in the printed form of Tenders. No conditional rebate will be accepted.

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Bidder should attach required proofs (Self attested Photocopies) for the eligibility criterion while submitting tenders, though originals may be required for verification thereof. Certificate in support of works of similar nature, for a minimum value as indicated in Technical Bid should also be submitted along with the Technical bid i.e. Pre-Qualifying Bid.

All tender papers annexed along with the 'Bid' should be serially numbered on the top right hand corner of every page. All pages of the tender document should be duly signed and stamped by the authorized signatory of the applicant. The tender document should be submitted in original. Tender document not submitted in original will be treated as invalid and rejected. The applicant should submit complete set of documents in support of information furnished in the Bid document.

The final Structural Audit reports in hard copy should be submitted in triplicate along with a soft copy.

Canvassing in connection with the Tenders is prohibited and the Tenders submitted by the consultant who resorts to canvassing are liable for rejection.

As the building is old, Canara Bank, CO Vijayawada, will not be able to provide any DATA, Drawings & Documents related to the buildings. All the necessary works related to the Job component shall be under the scope of the party. **(Preliminary Report is available with Bank as mentioned in scope of work)**

GENERAL CONDITIONS OF CONTRACT

Definitions

‘The Contract’ means the documents forming the tender and acceptance thereof and the formal agreement executed between NABARD, Bihar RO, Patna and the Consultant, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from by the Employer / Consultant from time to time and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

- 1.1. ‘Canara Bank, CO, Vijayawada/ Bank/Employer’ means a Circle Office of Canara Bank having its Head Office at Bangalore and includes its representatives, successors and assigns.
- 1.2. ‘Sanctioning Authority’ means authority nominated to exercise power of approval, sanction and acceptance concerning administrative, financial and technical aspects of transactions done on behalf of Canara Bank, CO, Vijayawada.
- 1.3. ‘Employer’ means Canara Bank, CO, Vijayawada and includes its representatives, successors and assigns.
- 1.4. ‘Site Engineer’ or ‘Engineer’ means an Engineer appointed by the Employer as their representative to give instructions and supervise the work of the consultant/consultant at site.
- 1.5. ‘The Consultant or Consultants’ means the firm or agency or individual engaged by the Employer to execute the work. It shall also include their legal representative(s), successors or assigns.
- 1.6. ‘Contract value’ means the value of the entire work as stipulated in the work order conveying acceptance of the tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.
- 1.7. ‘Tendered value’ means the value of the entire work as stipulated in the work order.
- 1.8. ‘Works’ or ‘work’ means the permanent or temporary work(s) or testing or consultancy work described in the ‘Scope of Work’ and/or to be executed in accordance with the

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contract and includes materials, apparatus, equipment, temporary supports, fittings and things of all kinds to be provided, the obligations of the consultant hereunder and work to be done by the consultant under the contract.

- 1.9. 'The Site' means the premises, into or through which work is to be executed under the contract or any adjacent premises, which may be allotted or used for the purpose of carrying out the contract.
- 1.10. 'Drawings' means the drawings prepared by Consultant/Bank and issued to the Engineer/ Site Engineer and referred to in the specifications and any modifications of such drawings as may be issued by the Consultant/Employer / Site Engineer from time to time
- 1.11. 'Specifications' means the specifications referred to in the tender and any modifications thereof as may be furnished or approved by the Employer from time to time.
- 1.12. 'Market Rate' means the rate as decided by the Employer on the recommendations of their engineer based on the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned elsewhere to cover, all overheads and profits.
- 1.13. 'Schedule(s)' referred to in these conditions mean the relevant schedule(s) annexed to the tender papers.
- 1.14. 'Local Controlling Authority' means the Local Municipal Authority or any other appropriate statutory authority viz. Town Planning Department, Town Development Authority, Town/City Improvement Trust, Electricity Board, Water and Sewerage Department, Civil Aviation Authority, High-rise Building Committee, Lift Inspectorate, Telephone Department, Pollution Control Board, Fire Board and any other authorities as the case may be according to whose rules and regulations a building within its jurisdiction is to be, designed and approval of the drawings to be obtained.
- 1.15. 'Month' means calendar month.
- 1.16. 'Week' means seven consecutive days beginning Monday.

1.17. 'Day' means a calendar day beginning and ending at 00 Hrs and 24 hrs respectively.

2.0 Scope and performance

Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

3.0 Work to be carried out

The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all Labour, Materials, Tools, Plants, Tackles, Equipment and Transport which may be required in preparation of and for and in the full and entire execution and completion of the work. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

4.0 Sufficiency of Tender

The Consultant shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

5.0 Scope of Work

The consultant shall carry out complete work and maintain the said work in every respect strictly in accordance with this contract and with the directions of and to the satisfaction of the Employer to be communicated through Canara Bank, CO, Vijayawada. The Employer at the directions of the engineer from time to time shall issue further drawings and/or written instructions, details, directions and explanations which are hereafter collectively referred to as Engineer's instructions in regard to the variation or modification of the design, quality or quantity of work or addition or omission or substitution of any work. Any discrepancy in the drawings or between the BOQ and/or drawings and/or specifications should be brought to the notice of Engineer before taking up the work.

6.0 Location / Address Of Site

Bank Owned Building located at Patnam Bazar, Guntur

7.0 Rates For Payment

The rates given in the BOQ tendered by the consultant/agency and as accepted by Bank will form the basis of payment for such items under this contract.

1. No material price variation or wages escalation on any account whatsoever, the compensation for force majeure etc. shall be payable under the contract.
2. The rates for any item of work not included in the Schedule of items, and which the consultant may be called upon to do by Bank shall be fixed by the supplementary written agreement between the consultant and Bank before the particular item or items of work is /are executed in the event of such agreement not being entered into and executed. Bank may also execute these works by making alternative arrangements. Bank will not be responsible for any loss or damages on this account.
3. It should be specifically noted by the tenderer that no separate loading, unloading and lead charges for materials and site visits shall be paid for by Bank and the rates quoted by the tenderer/s shall be inclusive of all these charges.
4. Should there arise any items which may be necessary for the smooth completion of work but which does not appear in the Schedule of items, rates and Quantities attached with Tender, items rate will be fixed by analysis of actual inputs of all types including labour and material or derived from the labour and material rates given in the latest CPWD Standard Schedule of Rates. The rates for such non-scheduled items occurring during the course of construction shall be payable subject to the approval of the competent authority. No items of work requiring non-scheduled rates will be carried out unless ordered to do so by Bank in writing.
5. Payment for the work done will be made to the consultant only when the formal agreement has been executed between the parties and as per the Payment schedule.

6. Payment schedule:

Payment shall be made in stages as per the following schedule:-

- As per tender items of works subject to 10% of the gross amount of the work, after the Visual Inspection and submission of detailed report regarding strengthening work for

building and BOQ for rectification /restoration work are submitted.

- As per tender items of works subject to 25% of the gross amount of the work less amount already paid after completion of all tender process including selection of contractor for restoration (subject to HO Approval).
- As per tender items of works subject to 95 % of the gross amount of the work less amount already paid after rectification /restoration work is satisfactorily completed.
- Balance amount after defect liability period of the rectification/ restoration work is over.

7. Discrepancies and Adjustment of Errors

- The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale.
- Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Consultant from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
- Unless otherwise specified, CPWD Specifications 1996 volume I - VI with up-to-date corrections slips and Revised CPWD Specifications 2002 for cement mortar, cement concrete and RCC works shall be followed in general. Any additional item of work, if taken up subsequently, shall also conform to the relevant CPWD specifications mentioned above. Should there be any difference or discrepancy between the description of items as given in the schedule of quantities, general and special conditions of contract, particular specifications for individual items of work and I.S. Codes etc., the following order of preference shall be observed :

Description of items as given in Schedule of quantities.

- Special conditions of contract
- General Conditions of contract
- Particular specifications
- CPWD Specifications.
- I.S. Codes.
- Decision of Employer / Site Engineer.

8. Work Order

Within the validity period of the tender, the Employer shall issue a work order by registered post or otherwise dispatching at the address of the consultant as given in the tender to enter into a contract for execution of the work as per the terms of the tender. The work order shall constitute a binding contract between the Employer and the Consultant.

9. Contract document

On receipt of work order from the Employer, the successful tenderer shall be bound to implement the contract and within seven days thereof, he shall sign an agreement on a non judicial stamp paper of appropriate value. The consultant shall be furnished, one certified copy of the contract documents together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

10. Language

The language in which the contract documents shall be drawn shall be English.

11. Security Deposit

Retention Money/Security Deposit as given below shall be calculated as under:

5% of amount against the bill.

The rate of recovery of security deposit shall be @ 5% of the bill amount till the full security deposit is recovered.

All compensations or the other sums of money payable by the consultant under the terms of this contract may be deducted from his security deposit or from any sums which may be due to or may become due to the consultant by the Employer on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions, the consultant shall within 10 days make good in Demand Draft endorsed in favour of Canara Bank, CO, Vijayawada, any sum or sums which may have been deducted from his security deposit.

100% of the Security deposit (ISD) will be released on completion of repairs/restoration work and after submission of completion report/final fitness certificate by the consultant.

12. Liquidated Damages

If the consultant fails to maintain the required progress as per the stipulated time period or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below:

1% of the contract amount per week subject to a maximum of 10% of the contract amount. The amount of compensation may be adjusted or set off against any sum payable to the Consultant under this contract with the Employer.

13. Secured Advance

No secured advance will be paid for any of the materials brought to site for carrying out the works under this contract.

14. Mobilisation Advance

No mobilization advance will be paid for this contract.

15. Escalation

No escalation and payment due to increase in prices / wages will be made to the consultant. The rates quoted by the consultant shall remain firm throughout till completion of the work and nothing extra beyond unit rates shall be paid on account of any reason whatsoever.

16. Detailed drawings and instructions

The Employer shall furnish with reasonable promptness additional instructions by means of drawings or otherwise necessary for proper execution of the work at site. All such drawings and instructions shall be consistent with the contract documents, true developments thereof and reasonably inferable there from. The work shall be executed in conformity therewith and the consultant shall on receipt of the work order prepare and submit a detailed program schedule indicating therein the date of start and completion of various activities to the Employer. In case structural drawings or any other drawings like plans, elevation are not readily available with the employer (Bank) the consultant/bidder are required to prepare all necessary drawings at the site on their own for completing the structural audit report etc.

17. Ownership of drawings

All drawings, specifications and copies thereof furnished by the Employer if any are the properties of the Employer. They are not to be used on any other work.

18. Setting out Work

The consultant shall set out the work and shall be responsible for the true and perfect setting out of the same including correctness of the positions, levels, dimensions, and alignment of all parts thereof. The consultant shall get it approved from the Engineer before commencing and proceeding with the work. If at any time, any error in this respect appears during the progress of the works, irrespective of the fact that the layout had been approved by the Engineer, the consultant shall be responsible for the same. The consultant shall at his own expenses rectify such error, if so, required, to satisfaction of the Employer/Consultant.

19. Materials, Appliances and Employees

The consultant shall, at his own expense, provide all materials required for the works and no material required for carrying out the work shall be supplied by the Employer.

20. Quality of Materials, Workmanship & Test

All materials and workmanship shall be the best of the respective kinds described in the contract and in accordance with Employer's / Consultant's / Site Engineer's instructions and shall be from time to time subject to such tests as the Employer / Consultant/ Site Engineer may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The consultant shall provide such assistance, instruments, machinery, labour and materials as are normally required for examining, measuring, sampling and testing any material or part of the work before incorporation in the work for testing as may be selected and required by the Employer / Consultant/ Site Engineer. A list indicating names of various approved brands has been attached with the tender. The consultant shall, wherever applicable, use material as per the approved brand only.

21. Work to be executed in accordance with specifications, drawings, orders etc.

The consultant shall execute the whole and every part of the work in the most substantial and workman like manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The consultant shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Employer and the consultant shall be furnished free of charge one copy of the contract

documents together with specifications, designs, drawings and instructions. The Consultant shall take full responsibility for adequacy, suitability and safety of all the works and methods of execution.

22. Action in case Work not done as per Specifications

All works under or in course of execution or executed in pursuance of the contract shall at all times be open and accessible to the inspection and supervision of the Employer / Consultant including all the superior officers, officer of the Quality Control Organization or Bank and of the Chief Technical Examiner's Office, and the consultant shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the consultant, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for the purpose. Orders given to the Consultant's agent shall be considered to have the same force as if they had been given to the consultant himself. In such case, the Employer on the recommendations of Engineer may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the Employer on the recommendations of Engineer may consider reasonable during the preparation of account bills or final bill if the item is so acceptable without detriment to the safety and utility of the items and the structure or he may reject the work outright without any payment and / or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the consultant. Decision of the Employer to be conveyed in writing in respect of the same will be final and binding on the consultant.

23. Consultant/Agency to supply tools & plants etc.

The consultant shall provide at his own cost all materials, plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Employer / Consultant as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work.

24. Protection of works and property

The consultant shall continuously maintain adequate protection of all his work from damage and shall protect the Employer's properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss resulting due to his fault or

negligence except due to causes beyond his control. He shall take adequate care and steps for protection of the other floors and adjacent properties. The consultant shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of Government and local bodies on safety laws and building codes to prevent accidents, or injuries to persons or property in or adjacent to his place of work. The consultant shall take insurance covers (i.e. Contractor's All Risk Policy) at his own cost. The policy shall be taken in joint names of the consultants and Employer.

In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained notwithstanding any other provisions elsewhere in the contract agreement. Also, the Consultant shall make good, at his own cost, the damages caused, if any.

25. Assignment and subletting

The whole of work included in the contract shall be executed by the consultant and he shall not directly entrust and engage or indirectly transfer assign or underlet the contract or any part or share thereof or interest therein without the written consent of the Employer through the Engineer and no undertaking shall relieve the consultant from the responsibility of the consultant from active superintendence of the work during its progress.

The contract shall not be assigned or sublet without the written approval of the Employer / Consultant. And if the consultant shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the consultant, or any of his servants or agent to any public officer or person in the employment of Employer / Consultant or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Employer shall have power to adopt any of the courses specified under clause of "when contract can be determined" hereof as the Employer may deem best suited to the interest of Employer and in the event of any of these courses being adopted the consequences specified in the said Clause of shall ensure.

26. Consultant's superintendence

The consultant shall give necessary personal superintendence during the execution of the works and as long, thereafter, as the Employer / Consultant may consider necessary until the expiry of the defects liability period, stated hereto. The consultant shall depute necessary technical staff for supervision of work.

27. Quantities

The rates quoted for various items shall remain valid for variation of quantity against individual item to any extent. The payment to the consultant shall be made as per the actual work executed based on the joint measurement and quoted unit rates for individual items. The quantities in the BOQ are only indicative and may increase or decrease, however the rate quoted shall remain firm.

28. Works to be measured

The Bank shall, except as otherwise provided, ascertain and determine by measurement the value in accordance with the contract of work done. All measurement of all items having financial value shall be entered in Measurement Book and / or field level book so that a complete record is obtained of all works performed under the contract.

If for any reason, the consultant or his authorized representative is not available and the work of recording measurements is suspended by the Engineer, the Employer shall not entertain any claim from consultant for any loss or damages on this account.

If the consultant or his authorized representative does not remain present at the time of such measurements after the consultant or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Site Engineer shall be deemed to be accepted by the Consultant. All authorized extra work, omissions and all variations made shall be included in such measurements.

The consultant shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

The Employer / Consultant may cause either themselves or through other representative of Employer / Consultant to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated hereinabove shall be applicable to such checking of measurements or levels.

It is also a term of this contract that recording of measurements of any item of work in the measurement book and / or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the consultant from liabilities from any over measurement or defects noticed till completion of the defects liability period.

29. Certificate of payment

The consultant shall submit interim or running account bill on completion of work in respect of each floor. The consultant shall submit interim bills only after taking actual measurements. Bank shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. Payment on account of amount admissible shall be made on certification of the Engineer to which the consultant is considered entitled by way of interim payment at such rates as decided by the Engineer. The amount admissible shall be paid by 15th working day after the day of certification of the bill by the Engineer subject to the bill is found to be in order by the Employer with no discrepancies. The Employer shall recover the statutory recoveries, other dues including the retention amount from the certificate of payment.

All such interim payment shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate (s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is / are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Employer / Consultant / Site Engineer under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided, without prejudice to the right of the Employer to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the Employer

The R/A payments so made shall be adjusted in the subsequent interim bill by taking detailed measurements thereof. The Engineer shall have power to withhold the certificate if the work or any part thereof is not carried out to Employer's satisfaction

Canara bank shall deduct the Service Tax/ IT/ sales tax/turn over tax or any other tax from the consultant's bill at the rate as applicable as per rules framed by concerned Govt. /local bodies from time to time and remit it to concerned department and shall issue a certificate regarding tax/duties/levies so deducted on demand by the consultant.

30. Final Measurement

The final bill shall be submitted by the consultant in the same manner as specified in interim running account bills within one month of issue of virtual completion certificate for the work.

31. Variations/Extra Items of Work

No alteration, omission or variation ordered in writing by the Engineer shall vitiate the contract. In case the Employer /Consultant thinks proper at any employer time during the progress of works to make any alteration in, or additions to or omission from the works or any alteration in the kind or quality of the materials to be used therein, the Employer / Consultant shall give notice thereof in writing to the consultant or shall confirm in writing within seven days of giving such oral instructions to the consultant and the consultant shall alter to, add to, or omit from as the case may be in accordance with such notice(s) but the consultant shall not do any work extra to or make any alteration or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Employer / Consultant and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Employer on the recommendation of the Engineer and the same shall be added to or deducted from the contract value, as the case may be.

32. Valuation of Variations

No claim for an extra shall be allowed unless it shall have been executed under the authority of the Engineer with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions:

- i) The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.
- ii) Rates for all items, wherever possible should be derived out of the rates given in the priced schedule of quantities.
- iii) It is further clarified that for all such authorized extra items where rates cannot be derived from the tender, the consultant shall submit rates duly supported by rate analysis worked on the “market rate basis” for material, labour, hire/running charges of equipment and wastages etc plus 15% towards establishment charges,

consultant's overheads and profit. Such items shall not be eligible for escalation.

33. Work by other agencies

The Employer/Consultant reserves the rights to use premises and any portion of the site for execution of any work not included in the scope of this contract which it may desire to have carried out by other persons simultaneously and the consultant shall not only allow but also extend all reasonable facilities for the execution of such work(s). Such work(s) shall be carried out in such manners not to impede the progress of the works included in the contract.

34. Work in shifts and holidays

For completing the work in time, the Consultant might be required to work in two or more shifts (including night shifts) or on Holidays. No claim whatsoever shall be entertained on this account, notwithstanding the fact that the Consultant may have to pay extra amounts for any reason, to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour and other statutory bodies regulations and the agreement entered upon by the Consultant with them.

35. Dismantled material Employer property

The consultant shall treat all useful materials obtained during dismantling/ testing of the building/premises as Employer's property and such materials shall be disposed off to the best advantage of Employer according to the instructions in writing issued by the Employer / Consultant.

36. Maintenance of Registers

The consultant shall maintain the following registers at site of work and should produce the same for inspection of the Employer / Consultant whenever desired by them. The consultant shall also maintain the records/registers as required by the local authorities/Government from time to time.

- a) Daily progress register/ Test Register.
- b) Site order Book.

37. Permits, Laws and Regulations

Permits and licenses required for execution of the work shall be obtained by the consultant. The consultant shall give necessary notices and comply with the local regulations, laws, and ordinances rules, applicable for execution of work. If the consultant performs any act, which is against the local law, rules and regulations, he shall meet all the costs and consequences arising there from and shall indemnify the Employer against any legal actions arising there from. The consultant shall arrange to obtain completion certificate from the relevant local authority after completion of work. The rates quoted by the consultant are inclusive of obtaining such approval(s) and nothing extra beyond quoted rates shall be paid to the consultant on this account.

38. Local Laws, Acts, Regulations

The consultant shall strictly adhere to all prevailing labour laws inclusive of contract labour (regulation and abolition act of 1970) and other safety regulations. The consultant shall comply with the provision of all labour legislation including the latest requirements of all the Acts, laws, and any other regulations that are applicable to the execution of the project.

1. Minimum Wages Act, 1948 (Amended)
2. Payment of Wages Act 1936 (Amended)
3. Workmen's Compensation Act 1923 (Amended)
4. Contract Labour Regulation and Abolition Act 1970 and Central
5. Apprentice Act 1961 (Amended)
6. Industrial Employment (Standing Order) Act 1946 (Amended)
7. Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
8. Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
9. Shop and Establishment Act
10. Any other Act or enactment relating thereto and rules framed there under from time to time.

39. Commencement of Works

The date of commencement of the work will be reckoned as Fifth Day from the date of issue of work order by Employer or the first day when the consultant is handed over the site for taking up execution of the work whichever is earlier.

40. Time for completion

Time is the essence of the contract and shall be strictly observed by the consultant. The entire work shall be completed within a period of **45 days** from the date of commencement of work. If required in the contract or as directed by the Employer, the consultant shall complete certain portions of work before completion of the entire work. However the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

41. Rate of progress

Should the rate of progress of the work or any part thereof at any time in the opinion of the Employer/ Consultant is slow, to ensure the completion of the whole of the work by the prescribed time or extended time for completion, the Employer / Consultant shall thereupon take such steps as considered necessary by the Employer / Consultant to expedite progress of work so as to complete the work by the prescribed time or extended time. Such communications from the Employer / Consultant neither shall relieve the consultant from fulfilling obligations under the contract nor will he be entitled to raise any claims arising out of such directions.

42. Extension of Time

42.1 If the work(s) be delayed by:

- Force majeure, or
- Abnormally bad weather, or
- Serious loss or damage by fire, or
- Civil commotion, location commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- Delay on the part of other consultants or tradesmen engaged by Employer in executing work not forming part of the Contract, or
- Any other causes which, in the absolute discretion of the Employer is beyond the Consultant's control

Then upon the happening of any such event causing delay, the consultant shall immediately give notice thereof in writing to the Employer but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that

may be reasonably required to the satisfaction of the Employer / Consultant to proceed with the works.

- 42.2 Request for extension of time, to be eligible for consideration, shall be made by the consultant in writing within two days of the happening of the event causing delay. The Consultant may indicate in such a request the period for which extension is desired.
- 42.3 In any such cases the Employer on the basis of recommendations of Engineer will give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Consultant by the Employer in writing, within 3 days of the date of receipt of such request. Non application by the consultant for extension of time shall not be a bar for giving a fair and reasonable extension by the Employer and this shall be binding on the consultant.

43. Virtual Completion Certificate (VCC)

Soon after the completion of the work, the Consultant shall give notice of such completion to the Employer and within 3 days of the receipt of such notice, the Employer shall inspect the work and if there is no defect in the work, the Engineer on behalf of the Employer shall furnish the consultant with a virtual completion certificate, otherwise a provisional virtual completion certificate of physical completion indicating defects (a) to be rectified by the consultant and / or (b) for which payment will be made at reduced rates, shall be issued. On successful completion of entire works covered by the contract to the full satisfaction of the Employer, the consultant shall ensure that the following works are also completed to the satisfaction of the Employer.

- a) Clear the site of all scaffolding, wiring, pipes, surplus materials, consultant's labour, equipment and machinery.
- b) Demolish, dismantle and remove the consultant's make shift site office if any temporary works, structures including labour sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the consultant by the Employer and not incorporated in the permanent works.
- c) Remove all rubbish, debris etc. from the site as required by the Employer.
- d) Shall put the Employer in undisputed custody and possession of the site.
- e) Shall hand over the work in a peaceful manner to the Employer.
- f) All defects/imperfections have been attended and rectified as pointed out by the Employer / Engineer to the full satisfaction of Employer. Upon the satisfactory fulfilment by the consultant as stated above, the consultant shall be entitled to apply to the Engineer for virtual completion of the work. The Engineer shall within seven (7)

days of the receipt of the application for virtual completion certificate (VCC), issue a VCC in respect of the work for which the VCC has been applied.

This issuance of a VCC shall be without prejudice to the Employer's rights and consultant's liabilities under the contract including the consultant's liability for defects liability period nor shall the issuance of VCC in respect of the works or work at any site be construed as a waiver of any right or claim of the Employer against the consultant in respect of works or work at the site and in respect of which the VCC has been issued.

44. When Contract can be determined

Subject to other provisions contained in this clause, the Employer may, without prejudice to his any other rights or remedy against the consultant in respect of any delay, inferior workmanship, any claims for damages and / or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the cases.

45. Suspension of work

a. The consultant shall, on receipt of the order in writing of the Employer (whose decision shall be final and binding on the consultant) suspend the progress of works or any part thereof for such time and in such manner as the Employer / Consultant may consider necessary so as not cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons:-

- i. On account any default on the part of the consultant, or
- ii. For proper execution of the works or part thereof for reasons other than the default of the consultant, or
- iii. For safety of the works or part thereof.

The consultant shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Employer / Consultant.

b. If the suspension is ordered for reasons (ii) and (iii) in sub-para (a) above :

The consultant shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

If the works or part thereof is suspended on the orders of the Employer for more than three months at a time, except when suspension is ordered for reason (i) in sub-para (a) above,

the consultant may after receipt of such order serve a written notice on the Employer requiring permission within fifteen days from receipt by the Employer of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the consultant, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by the Employer or where it affects whole of the works, as an abandonment of the works by the Employer, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Employer. In the event of the consultant treating the suspension as an abandonment of the contract by the Employer, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Employer on the recommendations of the Engineer may consider reasonable, in respect of salaries and / or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the consultant provided, the consultant submits his claim supported by details to the Employer within 30 days of the expiry of the period of 3 months.

46. Foreclosure of contract due to abandonment or reduction in scope of work

If at any time after acceptance of the tender, the Employer decides to abandon or reduce the scope of the work for any reason whatsoever and does not require the whole or any part of the works to be carried out, the Employer shall give notice in writing to that effect to the consultant and the consultant shall act accordingly in the matter. The consultant shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

47. Cancellation of contract in full or part

If consultant:

1. at any time makes default in proceeding with the works or any part of the work with the due diligence and continues to do so after a notice in writing of 7 days from the Employer / Consultant; or
2. commits default to complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Employer / Consultant; or

3. fails to complete the work, on or before the stipulated date of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Employer / Consultant; or

The Employer may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to Employer, by a notice in writing, cancel the contract as whole or only such items of work in default from the Contract.

The Consultant / Site Engineer shall on such cancellation by the Employer have powers to:

Take possession of the site and any materials, constructional plant, implements, stores, etc. thereon;

and / or

Carry out the incomplete work by any means at the risk and cost of the consultant.

On cancellation of the contract in full or in part, the Employer through Engineer shall determine the amount, if any, is recoverable from the consultant for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by Employer. In determining the amount, credit shall be given to the consultant for the value of the work executed by him up to the time of cancellation, the value of consultant's materials taken over and incorporated in the work and use of plant and machinery belonging to the consultant.

Any excess expenditure incurred or to be incurred by Employer in completing the works or part of the works or the excess loss or damages suffered or may be suffered by Employer as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Employer in law be recovered from any moneys due to the consultant on any account, and if such moneys are not sufficient the consultant shall be called upon in writing and shall be liable to pay the same within 30 days. If the consultant shall fail to pay the required sum within the aforesaid period of 30 days, the Employer shall have the right to sell any or all of the consultants' unused materials, constructional plant, implements, temporary buildings, etc and apply the proceeds of sale thereof towards the satisfaction of any sums due from the consultant under the contract and if thereafter there be any balance outstanding from the consultant, it shall be recovered in accordance with the provisions of the contract.

Any sums in excess of the amounts due to Employer and unsold materials, constructional plant, etc., shall be returned to the consultant, provided always that if cost or anticipated cost of completion by Employer of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the consultant.

48. Settlement of Disputes and Arbitration

48.1 Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of the or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completing or abandonment thereof shall be dealt with as mentioned hereinafter:

48.2 If the consultant considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Site Engineer any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 7 days request the Engineer in writing for written instruction or decision. Thereupon, the Engineer shall give his written instruction or decision within a period of one week from the receipt of the consultant's letter.

If the Engineer fails to give his instructions or decision in writing within the aforesaid period or if the consultant is dissatisfied with the instructions or decision of the Engineer, the consultant may within 7 days of the receipt of Engineer's decision, appeal to the Employer who shall afford an opportunity to the consultant to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Employer shall give his decision within 15 days of receipt of consultant's appeal. If the consultant is dissatisfied with this decision, the consultant shall within a period of 30 days from receipt of the decision, give notice to the Employer for appointment of a sole arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

48.3 For the purpose of appointing the sole arbitrator referred to above, the Employer will send within thirty days of receipt by him the written notice aforesaid to the consultant a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.

48.4 The consultant shall, on receipt by him of the names as aforesaid, select any one of the persons named to be appointed as a sole arbitrator and communicate his/her name to the Employer within thirty days of receipt by him of the names. The Employer shall thereupon without any delay appoint the said person as the sole

arbitrator. If the consultant fails to communicate such selection as provided above within the period specified, the Employer shall make the selection and appoint the selected person as the sole arbitrator. 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 Employer a panel of three names of three persons who shall be unconnected with either party. The Employer shall on receipt by him of the names as aforesaid select any one of the persons named to be appointed as a sole arbitrator and communicate his / her name to the consultant within thirty days of receipt by him of the names.

- 48.5 If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed as aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- 48.6 The work under the contract shall however continue during the arbitration proceedings and no payment payable to the consultant relating to the disputed items shall be withheld on account of such proceedings.
- 48.7 The arbitrator from time to time with the consent of the parties enlarges the time for making and publishing the award.
- 48.8 The arbitrator shall give a separate award in respect of each dispute or difference referred to him. The arbitrator shall decide each dispute in accordance with terms of the contract and give a reasoned award.
- 48.9 It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Employer of the appeal.
- 48.10 It is also a term of this contract that no person other than a person appointed by such Employer, as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.
- 48.11 It is also a term of this contract that if the consultant does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 60 days of receiving the intimation from the Employer that the final bill is ready for payment, the claim of the consultant shall be deemed to have been waived and absolutely barred and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims. Further it is agreed that for the

purpose of this clause such notice is deemed to have been received by the consultant within two days of posting of the letter by Bank or delivered by hand immediately after receipt thereof by the consultant whichever is earlier. Further a letter signed by the officials of Bank that the letter was posted to the consultant shall be conclusive.

- 48.12 The arbitration shall be conducted in accordance with the provisions of the Arbitration and conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- 48.13 It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs.50,000/-, the arbitrator shall give reasons for the award.
- 48.14 It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statements of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

- 48.15 The award of the arbitrator shall be final and binding on both parties.

49.0 Force Majeure

- 49.1 Neither consultant nor Bank shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However a notice is required to be given within 30 days

from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

- 49.2** As soon as the cause of force majeure has been removed, the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.
- 49.3** From the date of occurrence of a case of force majeure, obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting there from having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.
- 49.4** Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting to a period of 6 months or more, the two parties shall mutually decide regarding the future execution of this contract.

50. Peaceful handing over of the premises

It shall be the responsibility of the consultant to see that the premises under furnishing is not occupied by anybody unauthorised during execution of work and is handed over to the Employer with vacant possession of complete furnishing. If such premises though completed are occupied illegally, then the Employer shall have the option to refuse to accept the said premises in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay a levy up to 5% of tendered value of work may be imposed by the Employer whose decision shall be final both with regard to justification and quantum and be binding on the consultant. However, the Employer through a notice may require the consultant to remove the illegal occupation any time on or before completion and delivery of the work.

51. Consultant liable for damages, defects during defects liability period

If the consultant or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, enclosure, water pipe, cables, drains, electric or telephone post or wires, contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within 12 months of issue of virtual completion certificate issued by the Engineer on behalf of the Employer as aforesaid arising out of defect or improper materials or workmanship, the consultant shall, upon receipt of a notice in writing on that behalf

through the Engineer, make the same good at his own expense or in default, the Employer cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the consultant, or from his security deposit. The retention amount of the consultant shall not be refunded before the expiry of twelve months after the issue of the virtual completion certificate.

52. Accidents

The consultant shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the Employer / Consultant. The consultant shall also report such accident immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

53. Withholding and lien in respect of sums due from consultant

Whenever any claim or claims for payment of sum of money arises out of or under the contract or against the consultant, the Employer shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the consultant and for the purpose aforesaid, the Employer shall be entitled to withhold the security deposit, if any furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the consultant, the Employer shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the consultant under the same contract or any other contract with the Employer pending finalization of adjudication of any such claim. It is an agreed term of the contract that the sum of money or money so withheld or retained under the lien referred to above by the Employer will be kept withheld or retained as such by the Employer till the claim arising out of or under the contract is determined by the arbitrator by the competent court, as the case may be and that the consultant will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and notified as such to the consultant. For the purpose of this clause, where the consultant is a partnership firm or a limited company, the Employer shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner of the firm/ limited company as the case may be, whether in his individual capacity or otherwise.

54. Compensation during war like situations

The work (whether fully completed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the consultant until the work has been delivered to the Employer and a certificate from Employer to the effect obtained. In the event of the work or any materials property brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the consultant shall when ordered (in writing) by the Employer, to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Employer / Consultant, such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Employer. The consultant shall be paid for the damages / destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract.

In the event of the consultant having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Employer.

55. Apprentices Act provisions to be complied with

The consultant shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Employer may, in his direction, cancel the contract. The consultant shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

Signature of the Tenderer/s:

Address:

A. The scope of the work

1. To provide consultancy services for undertaking structural strengthening work based on the detailed visual inspection and non-destructive test (Rebound hammer Test & Ultrasonic Pulse Velocity test) conducted by Bank for Bank Owned Building located at Patnam Bazar, Guntur.
2. **ND Tests are conducted and following results and reports are available with Bank. (For Reference)**
 - Report on Structural Stability.
 - Rebound Hammer and Ultrasonic Pulse Velocity Test Results.
 - Report for Retrofitting.
 - Generalised BOQ.
3. **Submission of detailed report, which includes**
 - The findings from detailed visual inspection and based on the test results and reports available with Bank.
 - Suggested Remedial Measures
 - Detailed Bill of quantities and estimated value of Project.
 - Assistance for preparation of tender document, scrutiny of document, comparative statement, short listing etc. Project planning, Bar-chart, progress report (fortnightly or as per Banks direction) etc.
4. **Services to be provided during progress of strengthening work by Contractor**
 - Obtaining permissions from municipal authorities, government departments.
 - Intermittent site visits during the execution of the repair works by the contractor.
 - Attending meetings at Circle Office Vijayawada with officials of Bank.
 - Quality checking and certification of stage wise works.
 - Joint measurement and certification of all Running and final bills.

CONSULTANCY SERVICES FOR STRENGTHENING OF BANK OWNED BUILDING AT GUNTUR

5. Site visit after completion of repair works and issue of structural fitness certificate.

B. The consultancy and incidental charges for carrying out the above works shall be as per following format, which is to be filled and submitted in a separate cover:

Sl. No.	Description
1	To carry out detailed visual inspection a. Consultancy charges b. Incidental charges* (Maximum no. of visits)
2	Consultancy charges for preparation of report which includes a. The findings from detailed visual inspection b. Nondestructive test results c. Suggested remedial measures and Bill of Quantities d. Assistance for preparation of tender document, comparative statement, short listing etc e. Project planning, Bar chart, Progress report etc
3	Consultancy charges for supervision of strengthening work by contractor which includes a. Obtaining permission from Municipal/ Govt. Authorities. b. Quality checking and certification of stage wise work. c. Joint measurement and Certification of bill.
4	Incidental charges* for intermittent site visits the execution of the repair works
5	To carry out site visit after completion of repair works and issue a structural fitness certificate

*** Incidental charges include charges towards hiring a vehicle for transportation, hiring labours and tools/tackles/equipments required for testing, visit charges of engineers and supporting staff, contingencies, etc.**

The Consultant will have services of:

1. Licensed Structural Engineers registered with appropriate authority.
2. Trained and experienced surveyors.
3. Engineer to conduct Structural Audit as per the guidelines of the Indian Society of Structural Engineers

Consultant will have

- Methodology supported by exhaustive checklists and software
- Detailed report along with documentation of observations

SPECIAL CONDITIONS:

1. Name of work: - “CONSULTANCY SERVICES FOR STRUCTURAL STRENGTHENING WORK FOR BANK OWNED BUILDING LOCATED AT PATNAM BAZAR, GUNTUR.”

2. GENERAL.

Work shall be carried out as per the plans/drawings supplied by the Consultants/ Bank from time to time. In addition, instructions to carry out certain works may also be given in writing through letters or site order book.

- 2.1 The rates quoted by the Consultant/s shall be all inclusive through rates. The consultant within the rates quoted shall prepare working plan for undertaking strengthening work of building and get the same approved from bank before execution. This will determine the final scope of work at the site.

The rates quoted shall be inclusive of all scaffolding, hoists, hoisting equipment, tools, equipments, testing equipments etc., required for the smooth execution and completion of the work.

- 2.2 The consultant will remove all surplus and released material from the site of work, after work, to avoid any hindrance/inconvenience to other agencies working in the adjoining area, and to the travelling public or any public transport. The consultant will also, at the direction of the Bank, re-handle his material in use or likely to be used in future to relocate the same to avoid any inconvenience to other agencies working in the adjoining area or to the travelling public or any public transport without any extra cost.

In case of default, Bank may get the work done at the cost of the consultant by giving him 48 hours' notice in normal case or without any notice in case of an emergency, which is causing complaints from public/employees, and recover such costs from any payment due to the Consultants.

- 2.3 In case of any dispute regarding interpretation of any of the Special Condition of Contract, decision of Canara Bank, CO Vijayawada will be final and binding on the consultant/s.

TERMS AND CONDITIONS

1. Completion Period

45 days for conducting the site visit as per the scope and submission of detailed report of observations and recommendations along with submission of detailed tender documents.

2. Payment

The payments for the Consultancy services will be made after submission of report along with BOQ for the repairs, maintenance and restoration works, selection of contractor, stage wise verification of works and issuing of structural stability certificate after completion of work as per relevant clauses elsewhere in the Bid document.

3. All the reports, drawings and BOQ will have to be provided in triplicate in hard as well as soft copy.

4. Since this is an old building, Canara bank will not be able to provide any Data, Drawings & Documents related to the building. All the necessary work related for job completion shall be in the scope of the Consultant/s.

5. All the necessary tools, tackles, instruments, material required for completion of inspection and preparation of report shall be part of the scope of work.

6. THE ENTIRE JOB SHALL BE CARRIED OUT AS PER THE TERMS AND CONDITIONS STIPULATED IN THE TENDER AND INSTRUCTIONS OF BANK'S ENGINEER IN-CHARGE.

1. Payment terms:

Payment of work completed shall be made in stages as per the following schedule:

- As per tender items of works subject to 10% of the gross amount of the work, after the Visual Inspection and submission of detailed report regarding strengthening work for building and BOQ for rectification /restoration work are submitted.
- As per tender items of works subject to 25% of the gross amount of the work less amount already paid after completion of all tender process including selection of contractor for restoration (subject to HO Approval).
- As per tender items of works subject to 95 % of the gross amount of the work less amount already paid after rectification /restoration work is satisfactorily completed.
- Balance amount after defect liability period of the rectification/ restoration work is over.

PLEASE REFER THE FINANCIAL BID DOCUMENT FOR FURTHER TERMS & CONDITIONS.

ARTICLES OF AGREEMENT

Articles of agreement made thisday of..... between CANARA BANK having its Head Office, 112 J C Road, Bangalore - 560 002 amongst others represented by its duly constituted attorney hereinafter called the EMPLOYER, which expression shall include its successors and assigns and persons for the time being of the management of the Employer of the one part and M/s. _____, having its office at _____ hereinafter called the consultant which expression shall include his/their respective Heirs, successors, executors, administrators and assigns of the other part.

Whereas the Employer is desirous of undertaking (-----Name of work-----) and has caused drawings and specifications describing the work to be done to be prepared by.....

And whereas the tendered rates are submitted by the consultant were accepted by the employer on terms and conditions hereinafter agreed at:

And whereas the said drawings, the specifications and the schedule of quantities have been signed by or on behalf of the parties hereto

And whereas the Consultant has agreed to execute, upon and subject to the conditions set forth herein and to the conditions set forth in the invitation to tender, General Instructions and Conditions of the tender, and schedule of quantities and Conditions of Contract (all contained in bid document of which are collectively hereinafter referred to as the said conditions), the works shown upon the said drawings and / or described in the said schedule of quantities at the respective rates herein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as 'the said contract amount')

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERE TO FOLLOWS

In consideration of the said Contract amount to be paid at the time and in the manner set forth in the said conditions, execute and complete the work shown upon the drawings and described in the said specifications and the schedule of quantities

CONSULTANCY SERVICES FOR STRENGTHENING OF BANK OWNED BUILDING AT GUNTUR

The Employer shall pay the Consultant the said Contract amount or such other sum shall become payable at the times and in the manner hereinafter specified in the said conditions

The said Conditions and Appendix thereto shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained

The plans, agreement and documents mentioned herein shall form the basis of this and the decision of the said architects for the time being as mentioned in the said conditions, in reference to all matters of dispute as to materials and workmanship be final and binding on both parties

This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the work in respect of the entire buildings to be paid for according to actual measured quantities at the rates contained in the schedule of rates and probable quantities or as provided in the said conditions.

The consultant shall be responsible for the co-ordination of the work of other consultants/sub consultants etc. The respective consultants shall work harmoniously and afford reasonable facility to each other as circumstances required

In all matters of co-ordination the Employer's decision shall be final and binding on all parties.

The employer reserves to itself the right of altering drawings and nature of the work, adding to or omitting any item of work from the contract or having portion of the same carried out through other agencies without prejudice to this contract.

Time shall be considered as the essence of this agreement and the consultant hereby agrees to commence the work soon after the site is handed over to him or from the fifth day of the date of issue of formal work order as provided for in the said conditions and to complete the entire work within 45 days, nevertheless to the provisions for extension of time.

All payments by the employer under this contract shall be made only at Vijayawada.

CONSULTANCY SERVICES FOR STRENGTHENING OF BANK OWNED BUILDING AT GUNTUR

Further all disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Vijayawada and only courts in Vijayawada shall have jurisdiction to entertain and determine the same.

The several parts of this contract have been read by us and fully understood by us.

In witness whereof the parties hereto have set their respective hands the day and the year in above written.

For and on behalf of Consultant

For and on behalf of the Employer

M/s. _____

CANARA BANK

In the presence of:

1.

2.

SAFETY CODE

1. There shall be maintained in a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool.
2. An injured person shall be taken to a public hospital without loss of time, in case where they injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length. The width between the said rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.

10. No paint containing lead or lead products shall be used except in the form of paste or readymade paint. Suitable face masks to be supplied for use by the workers when paint is applied in the forms of spray or surface having lead paint is being dry rubbed and scraped.
11. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.

GENERAL CONDITIONS OF CONTRACT

<u>APPENDIX</u>		
Name of Work	:	Consultancy Services For Structural Strengthening Work For Bank Owned Building Located At Patnam Bazar, Guntur.
Location	:	Bank Owned building at Patnam Bazar, Guntur
Date of Commencement	:	5 th day from the date of issue of work order or first day on which the consultant is instructed to take possession of the site, whichever is later.
Time of completion	:	45 days from date of commencement of work.
Payment Schedule	:	<ul style="list-style-type: none"> ➤ As per tender items of works subject to 10% of the gross amount of the work, after the Visual Inspection and submission of detailed report regarding strengthening work for building and BOQ for rectification /restoration work are submitted. ➤ As per tender items of works subject to 25% of the gross amount of the work less amount already paid after completion of all tender process including selection of contractor for restoration (subject to HO Approval). ➤ As per tender items of works subject to 95 % of the gross amount of the work less amount already paid after rectification /restoration work is satisfactorily completed. ➤ Balance amount after defect liability period of the rectification/ restoration work is over.
Liquidated Damages	:	1 % of the Contract value per week of delay subject to a maximum of 10 % of the contract value.
Guarantee Period / Performance guarantee/ Security Deposit	:	As detailed in the document.
Bar Chart	:	Consultant should submit Bar Chart program along with Bid.

UNDERTAKING

To,

The Deputy General Manager,
Canara Bank,
CO, Vijayawada.

I/We have read the various conditions to technical bid attached here to and hereby agree to abide by the said conditions. I/We offer to do this work of **“Consultancy Services For Structural Strengthening Work For Bank Owned Building Located At Patnam Bazar, Guntur”** as detailed under scope of work in the event we are Pre-qualified for the purpose and hereby bind myself/ourselves to complete the work in all respects. We agree to the condition that our Financial Bid will be opened only if we qualify as per the stipulations in the Technical bid document.

I/We also hereby agree to abide by the General Condition of Contract and to carry out the consultancy work according to the Special Conditions of Contract and specifications for material and Supervision of works as laid down by Bank.

Date:

Signature of the bidder/s

Place:

Bidder/s Address with
telephone Nos (complete
postal address to be given)

APPLICATION FORM

I / We am / are desirous of participating in the PQ bid for the work of Consultancy and Supervision of Structural Strengthening Work of Bank Owned Building located at Patnam Bazar, Guntur as detailed under scope of work, and hereby apply for the same. I/we give the following details for your consideration:

Sl. No.	Item	Information to be filled in by applicant
1	Name of the Consultancy firm	
2	Full Address	
3	Telephone Number: Office / Residence	
	Mobile Number :	
	E-Mail address	
4	Month and year in which the firm / company was formed / incorporated in present name	
5	Number of years in the Business of Structural Audit, NDT and consultancy works. (Enclose Registration certificate/ Proof) - Annexure B.	
6	I. What is the constitution of firm viz. Sole Proprietor, Partnership, Pvt. Ltd., Public Ltd., etc.	
	II. Enclose copy of partnership deed, Articles of Association or Affidavit (in case of sole proprietorship as per Annexure A)	

CONSULTANCY SERVICES FOR STRENGTHENING OF BANK OWNED BUILDING AT GUNTUR

7	Has the applicant or any of his partners or Directors been black listed or banned in the past by any Central or State Government Dept. / Organization / PSUs? (Fill up the enclosed Annexure F regarding Black listing.)		
8	I. Annual Turn Over for last Three Years As per Annexure-D (Enclose ITCC & Audited Balance Sheets to support figures)	Year	Annual Turn-over (In Rs lakh)
		I. 2017-18	
		II. 2018-19	
		III. 2019-20	
	II. What evidence or proof is enclosed to support the amounts of yearly turnover	Certificate enclosed for Assessment years	
III. Enclose for the last three years income tax clearance certificate (ITCC)			
9	Fill up the enclosed Annexure C giving full particulars about similar works completed (i.e. work-orders in the field of Consultancy for Structural Strengthening Works of various Buildings including conducting NDT, Preparation of BOQ with estimates, drawings/ specifications based on NDT, supervision of civil repair works, final certification of work including structural stability etc for Organizations' / PSUs / Institutes / Banks).		
10	Whether all documents has been Submitted as per Check list (including Annexure- E).		
11.	Any other information the applicant might like to give.		

Signature & Seal of applicant

Details of the Bank's Account

Name of the Firm/ Agency/Contractor	
Category (Individual/partnership/proprietor/company etc.)	
Name of the Account Holder	
Registered Address of the Firm	
Name of the Bank's branch and Address	
Bank's Code and Branch's Code	
IFSC Code of the Bank's Branch	
Type of Account(Current/Saving/Cash credit)	
Account Number	
PAN Number	
GST Number	
Other details if any	

Please enclose:

- i. A copy of cancelled cheque of the bank account.
- ii. A copy of PAN card and GST Certificate.

Place:

Date:

(Signature and Full Name of the authorized person with seal
on behalf of Firm/Agency/Contractor)

DECLARATION

I/We agree to notify the Circle Office of Canara Bank, Vijayawada accepting this application, of any changes in the foregoing particulars as and when they occur and to verify and confirm these.

I / We understand and agree that the competent authority of Canara bank CO, Vijayawada has the right as he may decide, not to issue PQ/Technical bid form in any particular case and also to suspend, remove or blacklist my / our name from Canara Bank CO, Vijayawada list of Consultants in the event of my / our submitting non-bonafide PQ/Technical bids, or for technical or other delinquency in regard to which the decision of competent authority of Canara Bank CO, Vijayawada, shall be final and conclusive.

I / We certify that the particulars furnished in the enrollment forms are correct and that should it be found that I/We have given a false certificate or that if I / We fail to notify the fact of my/ our subsequent amalgamation with another Consultant or firm, the Canara Bank CO, Vijayawada, may remove my / our name from the list of Consultants and any contract that I/We may be holding at the time may be rescinded.

PLACE

DATE:

SIGNATURE & SEAL OF APPLICANT

Annexure A

AFFIDAVIT FOR SOLE PROPRIETORSHIP OF FIRM

(On Non-Judicial Stamp Paper of appropriate value in case the individual who is the sole proprietor of the firm)

I, S/o.....Age.....years,
occupation business R/o
..... do hereby
state on oath as under:

That I am residing in.....
.....
..... locality of
District Since last Years.

That I am the sole proprietor of a proprietary concern name and style as
“.....” having its office
at District
dealing in the business of Government's/Private civil contracts and ancillary works
attached therefor.

Hence this affidavit.

Deponent

Note: This Affidavit should be Notarised.

Annexure B

**PARTICULARS OF REGISTRATION AS CONSULTANT FOR STRUCTURAL AUDIT
OF BUILDING, NDT, CONSULTANCY FOR STRENGTHENING AND ALLIED
WORKS**

Sr. No.	Name and address of authority (ies) with whom the firm is registered	REGISTRATION DETAILS	
		Year	Is copy of letter Enclosed?
(1)	(2)	(3)	(4)

**Copy of License issued by competent authority of govt. should be enclosed.*

SIGNATURE & SEAL OF CONSULTANT

Annexure C

**LIST OF ALL STRUCTURAL AUDIT WORKS, NDT, STRUCTURAL STRENGTHENING
CONSULTANCY AND ALLIED WORKS COMPLETED DURING LAST THREE YEARS**

(Between 01 January 2018 to 31 December 2020)

Sr. No	Details of work contract with name of client	Value of work as per final bill (Rs.)	Date of commencement	Date of Completion	Penalty if any for delay etc	Completion certificate from client or their consultant
1	2	3	4	5	6	7

NOTE: To enable us to process your application, please ensure that complete present Postal Address including Pin Code and latest Telephone Numbers / Fax Numbers / E-mail Address etc. are furnished under Column Nos. 3 & 4 above and "Completion Certificate" from client / owner for each work listed above has been enclosed, bearing above details.

SIGNATURE & SEAL OF CONSULTANT

Annexure D

ANNUAL TURNOVER FOR THE LAST THREE YEARS

Sl. No.	Financial Year	Total contract amount	IT Certificate enclosed	Audited Balance sheet copy	Remarks
(1)	(2)	(3)	(4)	(5)	(6)
1.	2017-18				
2.	2018-19				
3.	2019-20				

SIGNATURE & SEAL OF APPLICANT

Annexure E

CLIENT'S CERTIFICATE ON PERFORMANCE OF CONSULTANT

Name of Client with full address:

Details of work executed by: Shri / M/s

Sr. No.	Particulars	Remarks
1	Name of work with brief particulars	
2	Agreement No. and date	
3	Agreement amount	
4	Date of commencement of work	
5	Stipulated date of completion	
6	Actual date of completion	
7	Details of compensation levied for delay (indicate amount) if any	
8	Gross amount of the work completed and paid	
9	Name and address of the authority under whom works executed	
10	Whether the consultant employed qualified staff	
11	i. Quality of work (indicate grading)	
	ii. Amount of work paid on reduced rates	
12	i. Did the consultant go for arbitration?	Outstanding / Very Good / Good / Satisfactory / Poor
	ii. If yes, total amount of claim	
	iii. Total amount awarded	

13	Comments on the capabilities of the	
	a) Technical Proficiency	Outstanding / Very Good / Good / Satisfactory / Poor
	b) Financial soundness	Outstanding / Very Good / Good / Satisfactory / Poor
	c) Mobilization of adequate T&P	Outstanding / Very Good / Good / Satisfactory / Poor
	d) Mobilization of manpower	Outstanding / Very Good / Good / Satisfactory / Poor

Note: All columns should be filed in properly please tick one of the multiple options.

Signature of the reporting officer with office seal

“Countersigned” with office seal

Annexure F

DECLARATION FOR NON BLACKLISTING OF YOUR FIRM

I/We hereby declare that I/We have not been banned or blacklisted or debarred by any Government, Quasi Government Agencies, Public Sector Undertakings or Private Companies anywhere, anytime.

Should it be observed anytime during currency of the bidding process or during execution of the work that I / We have been banned, blacklisted or debarred by any of the above Agencies, then I / We agree for termination of the contract forthwith and also agree for forfeiture of our Earnest Money Deposit and Security cum Performance Deposit, if any, by Canara Bank, without any recourse.

Dated:

SIGNATURE & SEAL OF APPLICANT

CHECKLIST FOR DOCUMENTS:

Sr. No.	Description of Enclosure	Refer item no. of form	Enclosed
1.	Partnership deed or Articles of Association or Affidavit as per Annexure A enclosed	6 (ii)	Yes / No
2.	Annexure B (as enclosed)	5 (particulars of registration)	Yes / No
3.	Proof of turnover	8(ii)	Yes / No
4.	Latest I.T.R	8(iii)	Yes / No
5.	Annexure C (as enclosed)	9 (List of works completed during last 3 years)	Yes / No
6.	Copies of work order	9	Yes / No
7.	Annexure D (as enclosed)	8 (i) (Annual Turnover details)	Yes / No
8.	Clients Certificate on performance	Annexure E	Yes / No
9.	Declaration for Non Blacklisting of firm	Annexure F	Yes / No

FINANCIAL BID

(PART-II)

FINANCIAL BID DOCUMENT

**NAME OF WORK: - CONSULTANCY SERVICES FOR STRUCTURAL STRENGTHENING WORK
FOR BANK OWNED BUILDING LOCATED AT PATNAM BAZAR, GUNTUR.**

Sl. No.	DESCRIPTION	QTY	AMOUNT
1.	Conducting detailed visual survey of building (internally & Externally) by visual inspection to record observation of distressed part of building, level of deterioration, etc.	LS	
2.	Consultancy charges for preparation of structural stability report which includes :		
(a)	The findings from detailed visual inspection as in item 1		
(b)	Non- destructive test results		
(c)	Suggested remedial measures		
(d)	Bill of quantities item wise & detailed specification with cost estimate.		
(e)	Classification of severity		
(f)	Photos of distressed location		
(g)	Assistance for preparation of tender document, comparative statement, short listing etc.		
(h)	Project planning, Bar chart, progress report etc		
3.	Consultancy charges for supervision of strengthening work by contractor which includes :		
(a)	Obtaining permission from Municipal/ Govt. Authorities		
(b)	Quality checking and certification of stage wise works.		
(c)	Joint measurement & certification of bills.		
4.	Incidental charges for site visits during/after the execution of the repair/ strengthening Works at site based on the structural stability report/detailed BOQ vide item. The repairs will be taken up by Bank as per their procedure.		
5.	Issuing of structural fitness certificate after completion of strengthening work.		
	TOTAL AMOUNT		₹
	Amount in words:		

* Detailed Scope of work mentioned in tender document.

Exclusions:-

1. GST as applicable- Extra.

Note:

1. The patch plastering/related repair work except for painting will have to be done by the individual firm at their cost after conducting various tests, if any.
2. The consultants/ firms may visit the site to understand the scope of work before quoting.

Place:

Date:

Signature & Seal of the Tenderer