



प्रस्ताव के लिए अनुरोध/REQUEST FOR PROPOSAL (RFP)

भाग/PART-ए/आ

TECHNICAL BID /तकनीकी बोली

Appointment of Structural Consultant for conducting of Structural Audit /Assessment of Remedial Measures, NDT & Allied Works of Bank's Building Situated at Plot-22. Ewart House, Homi Modi Street, Hutatma Chowk, Fort, Mumbai-400001.

RFQ REFERENCE: - CO: BSD: ARCH:2023-24: NIT:06

(Pre-Bid Meeting-29.02.2024)

NOTICE OF INVITATION OF TECHNO COMMERCIAL PROPOSALS FOR ENGAGING STRUCTURAL CONSULTANT

Central Bank of India, Central Office, Nariman Point, Mumbai invites Expression of Interest (EOI) from experienced and eligible Firms/Individual for participating in the **Techno-Commercial** Competition for selection and engagement of **Structural Consultant for conducting of Structural Audit /Assessment of Remedial Measures, NDT & Allied Works of Bank's Building Situated at Plot-22. Ewart House, Homi Modi Street, Hutatma Chowk, Fort, Mumbai-400001.**

The prequalification/eligibility criteria, the services to be rendered, terms and conditions of appointment and prescribed formats for submission of application can be downloaded from the Bank's website www.centralbankofindia.co.in under tenders from **22 February 2024 to 07 March 2024 up to 3.00 PM.**

Interested Firms/Individuals complying with prescribed eligibility criteria should ensure submission of their applications in the prescribed format with supporting documents at this office latest **by 3.00 pm on 07 March 2024.** Applications received after due date and time will not be entertained. The Bank reserves its rights to accept any or to reject all the applications without assigning reasons therefor and we shall entertain no correspondence.

ASST.GENERAL MANAGER

Business Support Department, Chander Mukhi Nariman Point Mumbai -400021

Tel No: 022-2202 6428 ,022-6638 7777

Visit us at [http:// www.centralbankofindia.co.in](http://www.centralbankofindia.co.in)



**BUSINESS SUPPORT DEPARTMENT
TENDER DOCUMENT**

For

Appointment of Structural Consultant for conducting of Structural Audit /Assessment of Remedial Measures, NDT & Allied Works of Bank's Building Situated at Plot-22. Ewart House, Homi Modi Street, Hutatma Chowk, Fort, Mumbai-400001.

Name of the Tenderer: - _____

Last Date of Submission : 15.00 hours on 07.03.2024.

Date of Opening of Technical bid : 15.30 hours on 07.03.2024

Earnest Money Deposit : **Rs.5,000.00 (Rupees Five Thousand Only)** DD favouring Central Bank of India, Payable at Mumbai.

EMD is exempted at the time of submission of the tender for the bidders who are having MSME registration. Successful bidder on award of the contract need to deposit EMD amount equivalent to 2% of the awarded Cost.



BID NOTICE

Central Bank of India wants to undertake the major repair/ renovation of its Ewart House Building at Mumbai including but not limited to structural repairs, renovation of toilets, replacement of underground drainage, repaving of open areas.

Central Bank of India, Business Support Department (Architect Section), Central Office, Mumbai invites applications under “Two Bid System” on prescribed forms for the under noted works from reputed Consultancy Firms/Companies/Agencies engaged in conducting structural audit, Non-destructive testing of structures & allied works of multi- storied buildings

Name of work	Consultancy, Conducting of Structural Audit and NDT of Bank’s Ewart House Buildings and Supervision of the repairs at Ewart House Building, Mumbai.
Last date and time of submission of bids	Up to 15.00 hrs. on 07.02.2024 in the office of the Asst. General Manager – BSD, 16th Floor, Central Office, Chander Mukhi, Nariman Point, Mumbai – 400021 (Pre-Qualification/Technical Bid would be opened on 07.03.2024 at 15:30 Hrs)
Availability of Bid document	Bid document could be downloaded from www.centralbankofindia.co.in

Pre-Qualification Criteria:

The Firm/Company: -

1. Should have at least 5 years of experience in the field of Consultancy and conducting of Structural Audit and NDT of various Buildings.
2. Should have services of Licensed Structural Engineers registered with Thane Municipal Corporation and authorized for the Structural Audit/NDT works.
3. Experience of Structural Audit as per the guidelines of the Indian Society of Structural Engineers is essential.
4. Should have successfully completed in last 3 Financial Years, at least three work-orders in the field of Consultancy for Structural Audit/Space Audit of various Buildings including conducting NDT, preparation of BOQ with estimates,

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SIGNATURE OF TENDERER WITH RUBBER STAMP



drawings/specifications based on NDT for reputed organisations. Each consultancy work order inclusive of NDT work should be above **Rs. 3.00 lakh (without GST)**.

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 (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 and conducting of Structural Audit of Bank's Ewart House Buildings at Mumbai" and deposited in the office of the Asst. General Manager, Business Support Department, 16th Floor, Central Office, Chander Mukhi, Nariman Point, Mumbai by the prescribed date and time. 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 post/email/fax will not be admitted.

2. BROAD SCOPE OF CONSULTANCY WORK

STRUCTURAL AUDIT:

1. Structural audit shall be carried out as a qualitative assessment in accordance with latest guidelines of Indian Society of structural engineers. 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 through NDT (Non-Destructive Testing) with calibration chart for the site. Initially digital rebound hammer test and if necessary Ultrasonic Pulse Velocity test, Half Cell Potential test, carbonation depth test, core test, chemical test etc. Necessity of which will be decided after inspection.
3. Finding the probable causes of damages, seepage / leakages and status of plumbing installations.
4. Preparation of detailed report based on visual inspection, NDT, 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. Preparation of as Built Drawings including Site Plan, Floor Plans, Sections, Elevations to a suitable scale and submitting three Sets of Hard Copies and corresponding Soft Copies of the same.

7. Preparation of tender documents, drawings (main & working) etc., for proposed structural repairs/ restoration, rectification work and assisting Central Bank of India, in respect of publishing of notice, inviting Tender from the experienced contractors registered with the Government/Semi Government organizations.

8. Comments on the tenders received after the tendering process.

9. Assistance for Execution of repairs / renovation works through periodic visits during execution of work as and when required.

10. Verification of bills.

11. Attending meetings with Central Bank of India Officials, wherever required, in respect to above work.

12. Making addition/alteration in the drawings, specifications, make etc. as required for execution of work.

13. Final report on the restoration work executed.

14. Issue of structural stability report.

15. **A. Preliminary Work (Part of Report)**

- Collection of preliminary data.
- Pre-repair survey (field work}
- Submission of survey report, general defects and damages, general recommendations, budgetary estimate in the descending order of preference, generalized bill of quantities

B. Pre-repair Planning.

- Evaluation of methodology and repair strategy.
- Detailed estimation of quantities.
- Estimated value of project and Bill of quantities(BOQ)

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.

C. DURING REPAIR (REPAIR) /RE-DEVELOPMENT WORK.

- i. Periodic visits for quality checking
- ii. Routine meeting with Officers.

D. Post Repair.

- i. Preparation of Checklist and checking before handover of site.
- ii. Checking of building support system restoration.

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

The fee for the Structure Engineer includes documents like drawing etc. which needs to be submitted by Structure Engineer, if required by the local authority.

(Anupam Bandyopadhyay)

Asst. General Manager

1. All PQ bid papers annexed along with the **Technical Bid'** document should be **serially numbered on the top right hand corner** of every page.
2. All pages of the technical bid document should be duly signed and stamped by the authorized signatory of the applicant. The PQ bid document should be submitted in original. Technical bid document not submitted in original will be rejected.
3. Tenders should be on the specified form (Non-transferable) which may be downloaded from our website www.centralbankofindia.co.in and submit the completed document along with necessary papers in prescribed proforma **on or before 07.03.2024 by 15.00 hrs.** to, Assistant General Manager-BSD, 16th Floor Chandramukhi Building, Nariman point, Mumbai. Tenders should be submitted super-scribed with the name of the work, date and time of opening on the envelope. Technical bid will be opened on **07.03.2024 at 15.30 hrs** in the presence of bidders who choose to be present. Date of opening of Financial Bid shall be intimated later to the participating bidders.



4. The employer (Central Bank of India) does not bind itself to accept the lowest or any TENDER, and Central Bank of India 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.
5. Technical/PQ bid and the Financial bid should be enclosed in separate sealed envelope, super scribing Technical/PQ bid and Financial bid respectively thereon, The above said two sealed envelopes shall be put in a third sealed envelope super scribing “ Bids for Structural Auditing work” and deposited in the tender box allotted for the purpose.
6. The Bidder will not be permitted to quote for works in Central Bank of India where a relative is posted.
7. TENDER submitted shall remain valid for 120 days from the date of opening for the purpose of acceptance and award of work, validity beyond 120 days from the date of opening shall be by mutual consent.
8. The Bidder shall quote rates both in figures and words. On check 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.
9. Before quoting, the Bidder shall inspect the site, to fully acquaint himself about the condition in regard to accessibility of the site, working condition of site and locality including installations of tools and plants (T&P) etc., conditions affecting accommodations and movement of personnel 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.
10. 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.
11. Bidder should attach required proofs (Photocopies) for the eligibility in support of works of similar nature, for a minimum value as indicated in Technical Bid should also be submitted.
12. All tender paper 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.



13. “JV/ Consortiums/ MOUs shall not be considered.”

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

15. The Audit reports in hard copy should be submitted in triplicate in hard as well as soft form.

16. As all the buildings are old, Central Bank of India may not be able to provide all DATA, Drawings & Documents related to the buildings. However the data available with us shall be made available to the consultant. All the necessary works related to the Job component shall be under the scope of the party.

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.

The employer (Central Bank of India) does not bind itself to accept the lowest or any TENDER, and Central Bank of India, 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. **Central Bank of India, also reserves its right sub-divide the work among different consultants and the offer has to be submitted as per BOQ, enclosed in the tender booklet.**

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 and conducting of Structural Audit of Building, and NDT of Bank’s Ewart House Buildings at Mumbai** and deposited in the office of the **Asst. General Manager - BSD, Central Office, Central Bank of India, Chander Mukhi, Nariman Point, Mumbai** 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 **29.02.2024** at Business Support Department, Central Office, 16th floor, Chander Mukhi, Nariman Point, Mumbai to address the doubts/queries of bidders. Intending bidders may attend the pre-bid meet.

For any queries, further information Senior Manager-Architect (Ph. No. 022-66387867, e-mail id – archmmzo@centralbank.co.in) may be contacted.

For any grievances in the tender process, the issue may be taken up with Asstt. General Manager – BSD, (e-mail id – agmgad@centralbank.co.in).

The Bank’s IEM are

1. Shri Jagadip Narayan Singh (e-mail – jagadipsingh@yahoo.com)
2. Shri Trivikram Nath Tiwari (e-mail – trivikramnt@yahoo.co.in)

4. GENERAL CONDITIONS OF CONTRACT

Definitions:

'The Contract' means the documents forming the tender and acceptance thereof and the formal agreement executed between Central Bank of India 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 Central Bank of India / Employer - Asst. General Manager – BSD, Central Bank Of India, Central, Chander Mukhi, Nariman Point, Mumbai – 400 021 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 Central Bank Of India.

1.3 '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.

1.4 '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.

1.5 '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 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 '**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.

1.11 '**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.

1.12 '**Schedule(s)**' referred to in these conditions mean the relevant schedule(s) annexed to the tender papers.

1.13 **‘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.

1.14 **‘Month’** means calendar month.

1.15 **‘Week’** means seven consecutive days beginning Monday.

1.16 **‘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 Labor, 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 labors 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.

4.1 **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. 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.



1. LOCATION / ADDRESS OF SITE

Plot-22. Ewart House, Homi Modi Street, Hutatma Chowk, Fort, Mumbai-400001.

2. RATES FOR PAYMENT

The rates given in the BOQ tendered by the consultant/agency and as accepted by, Central Bank of India 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 not 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 labor and material or derived from the labor 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:

S/N	Stage of Work	Payment percentage
1.	Acceptance of Structural Audit report	15% of the fees
2.	Award of Tender for repair works	50% of fees (Including Previous Payment)
3.	Supervision and Certification of Repair Works	90% of fees (Including Previous Payments)
4.	On completion of Defect Liability Period	100% of fees (Including Previous Payments)

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SIGNATURE OF TENDERER WITH RUBBER STAMP

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 therefrom 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 2012 volume I - VI with up-to-date corrections slips and Revised CPWD Specifications 2014 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 Specification's.
- CPWD Specifications.IS 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 Central Bank of India, Mumbai, any sum or sums which may have been deducted from his security deposit.

The Security deposit shall be refunded 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:

0.5% of the consultancy fees per week subject to a maximum of 10% of the consultancy fees. 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 programme 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 (Central Bank of India) 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, labor 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, 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 bill on completion of work. Bank shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. 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.

The Engineer shall have power to withhold the certificate if the work or any part thereof is not carried out to Employer's satisfaction.

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. 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.

31. 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, labor, 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.

32. 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.

33. 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.

34 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.

35 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.

- i) Daily progress register/ Test Register
- ii) Site order book

36 Permits, Laws and Regulations

Permits and licenses required for execution of the work shall be obtained by the consultant at his own expenses. 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.

37. 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.

38. Commencement of Works

The date of commencement of the work will be reckoned as Tenth 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.

39 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.

40 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.

41 Extension of Time

41.1 If the work(s) are 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 endeavours 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.

41.2 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.

41.3 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.

42 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.

43 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.

44 Suspension of work

i) 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:

- a) On account any default on the part of the consultant, or
- b) For proper execution of the works or part thereof for reasons other than

the default of the consultant, or

c) 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.

If the suspension is ordered for reasons (b) and (c) in sub-para (i) 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 (a) in sub-para (i) 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 labor 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.

45 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.

46 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 a 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.

47. Settlement of Disputes and Arbitration

47.1 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:

47.2 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.

47.3 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.

47.4 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.

- 47.5 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.
- 47.6 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.
- 47.8 The arbitrator from time to time with the consent of the parties enlarges the time for making and publishing the award.
- 47.9 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.
- 47.10 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.
- 47.11 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.
- 47.12 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.
- 47.13 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 thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.
- 47.14 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.
- 47.15 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.
- 47.16 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.

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

48 Force Majeure

48.1 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.

48.2 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.

48.3 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 therefrom 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.

48.4 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.

49. 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 unauthorized during execution of work and is handed over to the Employer with vacant possession of complete furnishing.

50. 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 50% of the security deposit of the consultant shall not be refunded before the expiry of twelve months after the issue of the virtual completion certificate.

51 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.

Signature of the Tenderer/s:

Address:

5. DETAILED SCOPE OF THE WORK

Conducting Structural Audit including detailed visual inspection and non-destructive test using digital rebound hammer in the Bank's Ewart House building, Plot-22 , Homi Modi Street, Hutatma Chowk, Fort, Mumbai-400001. The building consists of 3 floors + terrace floor with built up area of 40,000 sqft.

1. To carry out following Non-Destructive Tests.

Sl. No.	Additional ND Tests	Approx. No. of locations	Remarks
1	Ultrasonic Pulse Velocity Test	55 locations	The test locations will be decided in consultation with the Bank's Architect/ Engineer In-Charge.
2	Half Cell Potential Test for Corrosion Mapping	30 locations	
3	Carbonation Depth Test	30 locations	
4	Core Test	06 locations	
5	Rebound Hammer Test	55 locations	

2. Submission of detailed report, which includes

- A. The findings from detailed visual inspection
- B. All Non- destructive test results
- C. Suggested remedial measures
- D. Detailed Estimate and Bill of quantities

3. Intermittent site visits during the execution of the repair works by the contractor.

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

6. SPECIAL CONDITIONS AND STANDARD SPECIFICATION:

1. GENERAL.

The rates quoted by the Consultant/s shall be all inclusive through rates. The consultant within the rates quoted prepare working plan for NDT and get the same approved from Engineer before execution. This will determine the final scope of work at the site. No leads/lifts, loading/unloading, handling, rehandling, stacking at site, toll tax, octroi, sales tax, VAT and royalty or any other charges levied or leviable by the State Government or Local Bodies shall be paid by BANK.

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

2.1 The consultant will remove all surplus and released material from the site of work after NDT to avoid any hindrance/inconvenience to other agencies working in the adjoining area, and to the traveling public or to the train operation. The consultant will also, at the direction of the site in charge, rehandle 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 traveling public or to the train operation 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 flat/apartment occupant, 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 the BANK will be final and binding on the consultant/s.

3.0 Situations where NDT is an option to consider for investigation of *in-situ* concrete :

- to investigate the homogeneity of concrete mixing lack of grout in post tensioning ducts to determine the density and strength of concrete in a structure
- to determine the location of reinforcing bars and the cover over the bars to determine the number and size/diameter of reinforcing bars
- to determine the extent of defects such as corrosion
- to determine the location of in-built wiring, piping, ducting, etc
- to determine whether internal defects such as voids, cracks, delamination, honeycombing, lack of bonding with reinforcing bars, etc. exist in concrete
- to determine if there is a bond between epoxy bonded steel plates and concrete members.

Permeability of Concrete

Permeability of Concrete is important when dealing with durability of Concrete (Concrete durability depends largely on the ease (or difficulty) with which fluids (water, carbon dioxide, oxygen) in the form of liquid or gas can migrate through the hardened concrete mass, particularly in those used for water retaining structures or watertight sub-structures. Structures exposed to harsh environmental conditions also require low porosity as well as permeability. Such adverse elements can result in degradation of reinforced concrete. Permeability test measures the ease with which liquids, ions and gasses movement can occur by **flow, diffusion, and absorption**. Generally the overall potential for moisture and ion ingress in concrete by these three modes is referred to as its **permeability**.

Rebound Hammer Test:

Rebound Hammer test is conducted to assess the relative strength and elasticity of concrete on site based on the hardness at or near its exposed surface. Depending on the age of the concrete structure and carbonation effect some specialized investigation is suggested before conducting the test. It consists essentially of a metal plunger, one end of which is held against the concrete surface while the free end is struck by a spring-loaded mass, which rebounds to a point on a graduated scale. The point is indicated by an index rider. The amount of rebound increases with increase in concrete strength for a particular concrete mix. It measures the surface hardness of concrete and provides an estimation of surface compressive strength, uniformity and quality of concrete. User expertise is low and can be readily operated by field personnel.

It gives accurate assessment of the strength of the surface layer of material. The entire structure can be tested in its 'as-built' condition. It can be very costly and time consuming as instrumentation is required to measure response. It requires careful planning and can damage structure. The member must be isolated from the rest of the structure prior to the test.

Ultrasonic Pulse Velocity (UPV) Test :

Ultrasonic Pulse Velocity Test is conducted as per IS 13111 – 1992 to assess the quality of concrete, which is suspected to have low compaction, voids (porosity), and delamination or damaged material in concrete under test. Ultrasonic Pulse Velocity Test can also be used for the following applications:

Estimation of Strength of Concrete
Establishing Homogeneity of Concrete
Studies on Durability of Concrete

Analysis of Surface Crack Depth

Determination of Dynamic Modulus of Elasticity

Voltage pulses are generated and transformed into wave bursts of mechanical energy by the transmitting transducer (which must be coupled to the specimen surface through a suitable medium). A receiving transducer is coupled to the specimen at a known distance to measure the interval between the transmission and reception of a pulse. There are three practical arrangements for measuring pulse velocity, namely direct, diagonal and surface techniques. The direct approach provides the greatest sensitivity and is therefore superior to the other arrangements. Determination of the variability and quality of concrete by measuring pulse velocity. Using transmission method, the extent of such defects such as voids, honeycombing, cracks and segregation may be determined. This technique is also useful when examining fire damaged concrete. Low level is required to make measurements. However, expertise is needed to interpret the results. Excellent for determining the quality and uniformity of concrete. It can rapidly survey large areas and thick members. Path lengths of 10m to 15m can be inspected with suitable equipment.

Proper surface preparation is required. The work is very time consuming as it takes only point measurements. Skill is required in the analysis of results as moisture variations and presence of metal reinforcement can affect results. The interpretation of ultrasonic test results based on published graphs and tables can be misleading. It is therefore necessary that correlation with the concrete be inspected is carried out. It works on single homogenous material.

Electrochemical Half-cell Potentiometer Test:

Electrochemical Half-cell Potentiometer test provides a relatively quick method of assessing reinforcement corrosion over a wide area without the need of wholesale removal of the concrete cover. The method of half-cell potential measurements normally involves measuring the potential of an embedded reinforcing bar relative to a reference half-cell placed on the concrete surface. The half-cell is usually a copper/copper sulphate or silver/silver chloride cell but other combinations are used. The concrete functions as an electrolyte and the risk of corrosion of the reinforcement in the immediate region of the test location may be related empirically to the measured potential difference. In some circumstances, useful measurements can be obtained between two half-cells on the concrete surface. ASTM C876 - 91 gives a Standard Test Method for Half-Cell Potentials of Uncoated Reinforcing Steel in Concrete. Quantitative measurements are made so that a structure can be monitored over a period of time and deterioration can be noted. Areas of usage include marine structures, bridge decks, abutments and so on. Used in conjunction with other tests, it has been found helpful when investigating concrete contaminated by salts.

Carbonation Test:

The method of testing consists of determining the depth of the carbonated layer on the surface of hardened concrete by means of an indicator. Carbonation of concrete occurs when the carbon dioxide, in the atmosphere in the presence of moisture, reacts with hydrated cement minerals to produce carbonates, e.g. calcium carbonate. The carbonation process is also called DE passivation. Carbonation penetrates below the exposed surface of concrete extremely slowly. The significance of carbonation is that the usual protection of the reinforcing steel generally present in the concrete due to the alkaline conditions caused by the hydrated cement paste is neutralized by carbonation. Thus, if the entire concrete covering the reinforcing steel is carbonated, corrosion of the steel would occur if moisture and oxygen could reach the steel. The time required for carbonation can be estimated knowing the concrete grade and using the equation.

Concrete Core Extraction and Testing:

In most structural investigations or diagnoses extraction of core samples is unavoidable and often essential. Cores are usually extracted by drilling using a diamond tipped core cutter cooled with water. Broken samples, for example, due to popping, spalling and delamination, are also commonly retrieved for further analysis as these samples may provide additional evidence as to the cause of distress. The selection of the locations for extraction of core samples is made after non-destructive testing which can give guidance on the most suitable sampling areas.

For instance, a cover meter can be used to ensure there are no reinforcing bars where the core is to be taken; or the ultrasonic pulse velocity test can be used to establish the areas of maximum and minimum pulse velocity that could indicate the highest and lowest compressive strength areas in the structure.

Moreover, using non-destructive tests, the number of cores that need to be taken can be reduced or minimized. This is often an advantage since coring is frequently viewed as being destructive. Also the cost of extracting cores is quite high and the damage to the concrete is severe. The extracted cores can be subjected to a series of tests and serve multiple functions such as: confirming the findings of the non-destructive test

- identifying the presence of deleterious matter in the concrete ascertaining the strength of the concrete for design purposes predicting the potential durability of the concrete
- confirming the mix composition of the concrete for dispute resolution
- determining specific properties of the concrete not attainable by non-destructive methods such as intrinsic permeability.

This test is used to determine the compressive strength of a concrete core, which has usually been extracted from an existing structure. The value of compressive strength can then be used in conjunction with other measured properties to assess the condition of the concrete.

Using a masonry saw, the core is first trimmed to the correct test length, which varies upon the standard being adopted. Following trimming, the core will have its ends either ground perfectly flat, or be capped in a material to produce a smooth bearing surface.

After the prescribed curing has taken place, the specimen is then crushed to failure noting the maximum load achieved. From the values of load and dimensions, the compressive strength of the core can be calculated.

Composition of reports:

1. Summary Report, a summary of all the technical observations, pictures of the area, remedial action proposed along with expenditure of complete and maintenance repairs shall be provided respectively, and final conclusion. In addition to this a report in the format of Thane Municipal Corporation shall also be provided.

2. Visual Inspection report should include approximate overall dimension of the buildings, adjacent areas, vegetation and its effect on the building, maintenance details – structural, non-structural, water supply, sanitation, electrification, etc. and detailed description of defects observed.

Report should mention that inspection is done in presence of whom, details of the personnel involved, their technical qualification, and designation in the company, along with the contact number and email address of the said personnel.

Report should enclose, plan elevations, sections, details structural drawings of the individual buildings and site along with test report of materials used in construction.

Report should mention proposed changes in the structural drawing along with GFC (Good for construction) drawings, along with BOQ for the said changes.

The report should clearly mention major repairs and minor repairs.

The work includes all buildings, common areas, boundary walls etc.

3. Ultra Sonic Pulse Velocity test report shall have column, beam and slab, location layout plans, a table mentioning details of column, beam and slab, their dimensions, time in micro second, velocity km/sec and method of testing.

4. Rebound Hammer Test report, shall have details of structural members (column, beam, slabs) their location on the layout plan, average reading on the hammer, comp. strength in kg/sqcm.

5. **Half-cell Potential Test report**, shall have sample identification, their location, average reading, category of risk corrosion, average of half-cell potential, etc.
6. **Carbonation Test report**, shall have sample selection of structural members, their location, level of carbonation present, its effect from surface in mm.
7. **Core Test report**, shall have identification of structural members, their location, date of casting, age of specimen, core height, core diameter, core weight, cross-sectional area, max. load, correction factor for dia, correction factor, corrected comp. strength, equivalent cube comp. strength, etc.
8. **General observation report**, shall mention observations regarding overall building health, external plaster, plumbing and sanitation, internal structure, building frame, Terrace waterproofing, Water Tanks, Lift machine room, parapet wall, staircase, external condition of the building, internal condition of the building, etc.
9. **Recommendations and conclusion report**, shall be provided mentioning floor wise drawings, BOQ, Estimate, GFCs and all the required documents to ensure the successful completion of the proposed repair and maintenance work.



7. ADDITIONAL TERMS AND CONDITIONS

1. Completion Period

45 days for conducting the Structural audit 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 and NDT will be made after completion of testing and submission of report along with BOQ for the repairs, maintenance and restoration works as per relevant clauses elsewhere in the Bid document.

3. All the Audit reports will have to be provided in triplicate in hard as well as soft copy.

4. Since these are old buildings, BANK will not be able to provide any Data, Drawings & Documents related to the buildings. All the necessary work related for job completion shall be in the scope of the Consultants.

5. All the necessary tools, tackles, instruments, material required for completion of audit 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 ARCHITECT AND ENGINEER IN-CHARGE.

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. (i) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
(ii) Suitable face masks 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.
12. Hoisting machines and Tackle used in the works, including their attachments anchorage and supports shall be in perfect condition.

The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.



ARTICLES OF AGREEMENT

Articles of agreement made thisday of..... between the Central Bank of India, 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.....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 getting.....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 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

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

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SIGNATURE OF TENDERER WITH RUBBER STAMP



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 Tenth day of the date of issue of formal work order as provided for in the said conditions and to complete the entire work within 30 days, nevertheless to the provisions for extension of time.

All payments by the Employer under this contract shall be made only at Mumbai.

Further all disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Mumbai and only courts in Mumbai 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 where of the parties hereto have set their respective hands the day and the year in above written.

Signed by the said consultant

Signed by the Employer

In the presence of

in the presence of:

Address:

Address:

Occupation:

Occupation:

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SIGNATURE OF TENDERER WITH RUBBER STAMP



UNDERTAKING

TO

Asst. General Manager - Architect
Central Bank of India,
Central Office,
Chander Mukhi, Nariman Point,
Mumbai – 400021

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 and Conducting of Structural Audit and NDT of Bank’s Ewart House Building , Plot-22, Homi Modi Street, Hutatma Chowk, Fort, Mumbai-400001.Mumbai”**. 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 testing works as laid down by BANK.

Signature of the bidder/s

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

ANNEXURE-B

PARAMETERS FOR TECHNO-COMMERCIAL COMPETITION

**TECHNO-COMMERCIAL EVALUATION WEIGHTAGE- TECHNICAL PARAMETERS –70%, PRICE
BID –30%**

**BRIEF TECHNICAL PARAMETER FOR EVALUATION BEFORE TECHNO- COMMERCIAL
COMPETITION (TOTAL MARKS- 100)**

S. No	Broad criteria / Technical parameter	Maximum Marks
1	Number of technical staff (Architects and Engineers) in principal office (on payroll): Up to 5 =5 Marks Over 5 and up to 10 = 10 Marks Over 10 = 15	15
2	Experience of the firm, Up to 5 yrs. = 5 Marks Over 5 yrs. And up to 15 yrs=10 Marks More Than 15 years = 15 Marks	15
3	The maximum value (Project Cost) of any single project handled, up to Rs 1Crores to Rs.5 Crores =10, Over Rs 5 Crores to Rs 10 Crores = 15 Over Rs 10 Crores to Rs. 15 Crores= 20 Over 15 Crores and Above = 25	25
4	Experience in conducting similar nature of works for Heritage Buildings. The buildings must have been categorized as Heritage Structure by the Appropriate Statutory Body.	15
5	Having Local Office at Mumbai. Full Fledged Office =10 Branch Office =5,	10
7	Performance Certificate from Existing Clients a. Excellent = 10 b. Satisfactory = 5	10
8	Any awards/recognitions or competitions won within India/Publication of projects in leading journals/media.	10
TOTAL		100



Qualifying marks:

50 marks out of 100 marks. Financial bids will be opened for those who have qualified in the technical bid through the above mentioned evaluation process.

Marks in the price bid will be tested as under:

The lowest offer shall be treated as the base and shall be given 30 marks. **Example** of calculation of marks for price bid will be as under:

Financial bid quotes of four consultants are:

- (i) A: 1.00% of the cost of the project
- (ii) B: 1.50% of the cost of the project
- (iii) C: 2.00% of the cost of the project
- (iv) D: 2.5% of the cost of the project

The marks will be as under

- i. A: $1.00 \times 30 / 1.00 = 30$
- ii. B: $1.00 \times 30 / 1.5 = 20$
- iii. C: $1.00 \times 30 / 2.00 = 15$
- iv. D: $1.00 \times 30 / 2.5 = 12$

**Signature, Name and Seal of Consultant
With Date and Place**

FOR ATTENTION OF ALL taking part FIRMS /CONSULTANCY

Henceforth fill information in various forms. While doing so, please keep in mind following things:

- Information to be furnished should be crisp, to the point and precise.
- Please do not keep any field blank. In case nothing has to be filled in a particular field, then please write 'Not Applicable' there.
- Supporting documentary pieces of evidence are needed for claims made in the Proposal. Please keep copies of all these documents ready. Arrange them in order of appearance of their reference in the Proposal. Write Annexure number in serial order on these documents in the top right corner of the document in bold letters. Annexed the set of these documents at the end of the Proposal. Please mention correct Annexure Number at relevant pages of the Proposal. This will help us test the bid quickly.



- There is a possibility that the same document has to be mentioned as evidence at over one place in the Proposal. In that case, keep only one copy of that document and mention that Annexure Number at every place where that document needs to be referred.
- The certificate from the client should mention details of the project, scope of services offered by the consultant, actual project cost, date of completion of the project, the existence of green building features and opinion of the client on quality of services rendered by the consultant

ANNEXURE–C

(TO BE SUBMITTED SEALED IN ENVELOPE-A)

1	Name of the Firm	
2	Address	
3	Telephone No. with STD code & Mobile Number	
4	Fax No with STD code	
5	Primary e-mail address	
6	Alternate e-mail address	
7	Constitution of the Firm (Proprietorship Firm/ Partnership Firm/ Private Limited Company/ Public Limited Company)	
8	Date of Establishment	
9	Name of document of evidence of establishments like a certificate of incorporation and its number (if any) and date of issue	

10	Annexure number of documents mentioned in col (9)		
11	Please mention any PMC work done before 31-12-2020		
12	Annexure number of the document in evidence of information submitted in col (11)		
13	Name of proprietor / Partners / Directors		
14	Registration Number (s) with "Council of Architecture"		
15	Annexure number of copies of registration certificate mentioned in coal (14)		
16	Goods & Service Tax registration number		
17	Annexure number of GST registration certificate		
18	Service Tax/ GST paid during last 3 years (amount in lacs)	Year ended on	Tax paid
		31.03.2021	
		31.03.2022	
		31.03.2023	
19	Annexure number of certificates issued by a chartered accountant for supporting information mentioned in col. (18) or any other evidence in that regard		
20	Turnover of the firm during the last 3 years	Year ended on	Turnover
		31.03.2021	
		31.03.2022	

	(amount in lacs)	31.03.2023		
21	Annexure number of certificates issued by a chartered accountant for supporting information mentioned in coal (20) and audited P&L statement in that regard			
22	Number of Architects/ Engineers who are promoters or permanent employee of the firm (These numbers should tally with details being given in Format VII and Viii)	Architects	Engineers	Total
23	Annexure number of lists of office equipment owned by the firm			
25	Details of Bank account of the firm			
	Account name (exactly as it appears on statement of account)			
	Account number			
	IFSC			
	Name of Bank			
	Branch name and branch code			
26	Name and designation of the executive of the firm to whom Bank can contact for seeking information			
27	Mobile number of the above contact person			
28	Annexure number of the latest income tax clearance certificate			

Signature of the Consultant with Seal Date:

Place:



ANNEXURE–D

(TO BE SUBMITTED SEALED IN ENVELOPE-A)
BIO-DATA OF THE PARTNERS / DIRECTORS

Use a separate form for each partner/director.

1	Name	
2	Designation/position	
3	Associated with the firm since	
4	Date of Birth	
5	Professional Qualification	
6	Professional Experience	
7	Professional Affiliation	
8	Details of Membership	
9	Detail of the papers published in Magazine (s) (If enclosed in separate sheet, then show Annexure number)	
10	Annexure number of the document evidencing association with the firm like partnership deed, etc	

Signature of the Consultant with seal Date:

Place:



ANNEXURE–E

(TO BE SUBMITTED SEALED IN ENVELOPE-A)

BIO-DATA OF TECHNICAL STAFF (ARCHITECTS/ ENGINEER)

Use a separate form for each Executive

1	Name	
2	Designation/position	
3	Associated with the firm since	
5	Professional Qualification	
6	Professional Experience	
7	Field of expertise	
8	Contact number	
9	e-mail Id	
10	Annexure number of the document evidencing employment with the firm like EPF contribution, etc	

Signature of the Consultant with Seal Date:

Place:



ANNEXURE–F

(TO BE SUBMITTED SEALED IN ENVELOPE-A)

DETAIL OF MAJOR BUILDING CONSTRUCTION

Completed during the last 7 years (as on 31.12.2023)

- Use a separate sheet for each work.
- Mention only completed projects.
- Mention only those projects which you want the bank to consider judging your eligibility and awarding marks.

1	Name and address of the Client	
2	Client's status like Public Sector Organization / Public Sector Bank/ Government Department	
3	Name of Project	
4	Description and nature of work	
5	Location of the building with complete address	
6	Job assigned to consultant in the project like Design/ PMC, etc	
7	The estimated value of the project (Rs in Lakhs)	
8	The last value of Project (Rs in Lakhs)	
9	Scheduled date of start of the project	
10	Scheduled date of completion of the project	
11	The actual date of the start of the project	
12	The actual date of completion of the project	
13	Reasons for cost/ time overrun if any	

14	Number of stories	
15	Height of building from the ground (in meters)	
16	Number of the basement (s)	
17	Annexure number of side elevation/sectional elevation showing many basements and height of the building	
18	Annexure number of a letter received from the client regarding the award of work.	
19	Annexure number of a letter received from the client regarding successful completion of work.	

Note:

- (a) The work should have been executed by the firm under the name in which they are applying.
- (b) The Bank will get the confidential report from the previous clients and the consultant shall not object the same.

Signature of the Consultant with Seal Date:

Place:



ANNEXURE–G

(TO BE SUBMITTED SEALED IN ENVELOPE-A)

LIST OF PENDING ARBITRATION/LITIGATION/SUITS WITH PREVIOUS CLIENTS

SR. NO.	NAME OF PROJECT WITH NAME OF CLIENT	PENDING SINCE	REASONS FOR PENDING	ANNEXURE NUMBER OF SUPPORTING DOCUMENT

Signature of the Consultant with Seal Date:

Place:



LETTER OF UNDERTAKING

**The Asst. General Manager,
Business Support Department ,
Central Bank of India,
Central Office,
Chandermukhi
Nariman Point
Mumbai-400021.**

TENDER FOR TECHNO COMMERCIAL PROPOSALS FOR Appointment of Structural Consultant for conducting of Structural Audit /Assessment of Remedial Measures, NDT & Allied Works of Bank's Building Situated at Plot-22. Ewart House, Homi Modi Street, Hutatma Chowk, Fort, Mumbai-400001.

Dear Sir,

We acknowledge the receipt of your Tender for the captioned project.

We have examined and clearly understood professional services to be rendered by us regarding the project. We have also considered all the contemplations furnished by the Bank while submitting our proposal for your consideration.

We offer to provide our professional services as Project Consultant for the captioned project strictly following work and detailed terms and conditions spelled out in this Tender.

While submitting this Bid, we certify that: -

1. We have adequate experience in providing professional services for Supervision/Designing of all activities and services about the proposed works of this tender.
2. We are equipped with adequate technical expertise and workforce to plan, design and supervise various activities of Civil, Plumbing, Electrical, HVAC, Fire fighting, Access Control System, Security, BMS and all other services of the project.
3. We understand that except approved professional fee, the Bank shall not pay to use towards any of the professional and Liaison services about this project.
4. Wherever, necessary, we undertake that we shall engage expert consultants to cater

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Tel No: 022-2202 6428 ,022-6638 7777

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to the requirement of specialized services for the project at our own cost within the professional fee approved by the Bank.

5. The undersigned may sign on behalf of the PMC Consultant and the support document delegating this authority is enclosed to this letter.
6. We declare that we are not in contravention of conflict of interest obligation mentioned in this EOI.
7. We confirm that the Price bid of our Professional Fee for the project submitted by us has been arrived at without agreement with any other Consultant Bidder of this EOI to restrict competition.
8. The rate for Professional Fee quoted in the price Bids are as per the EOI and subsequent clarifications/modifications/revisions furnished by the Bank, with no exception. Our Fee approved shall remain firm and fixed till completion of the entire project and we shall not raise any claim for any escalation/enhancement in the approved fee structure for the reasons.
9. The Professional Fee quoted by us has not been disclosed and will not be disclosed to any other Bidder responding to this EOI.
10. We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
11. If our offer is accepted, we undertake to take up the project immediately and will render our professional services as per the timeline specified in this document.
12. We agree that the Bank may split services in this project to different agencies within its sole discretion. Under such an eventuality, we undertake to manage the project in full coordination with any of the agencies appointed/engaged by the Bank for the successful completion of the project.
13. We undertake that in competing for and (if the award is made to us) in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India, namely "Prevention of Corruption Act 1988".
14. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other

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advantages, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract for any advantage in the bidding, evaluation, contracting and implementation of the contract.

15. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation will cause disqualification of the bidder from the further bidding process.
16. We certify that we have made no changes in the contents of the EOI document read with its amendments/clarifications provided by the Bank submitted by us in our Bid document.
17. It is further certified that the contents of our Bid are factually correct. We also undertake that in the event of any information/data/details proving to be incorrect at any stage, the Bank may end our services at any stage of the project without notice.
18. We also understand that Bank reserve their rights to Shortlist many PMC consultant firms for participating in the Techno-commercial competition and to accept any or to reject all the Bids without assigning reason therefor.
19. We undertake that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
20. If our Bid is accepted, we undertake to enter and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract. However, until such a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a contract between us. We shall not withhold our professional services in the project for execution such formal agreement.
- [
21. The name (s) of successful Bidder to whom the contract is finally awarded after the completion of the bidding process shall be displayed on the website of the Bank and/or communicated to the successful Bidder (s).



We undertake and agree to abide by all the terms and conditions stipulated by the Bank in the EOI document.

Our Bankers are:

i)

ii)

The names of partners of our firm are:

i)

ii)

Name of the partner of the firm allowed to sign or

(Name of the person having Power of Attorney to sign the Contract. (Certified

authentic copy of the Power of Attorney should be attached) Yours faithfully,

Signature of Consultants

Signature and addresses of

Witnesses i)

ii)

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INTEGRITY PACT

Between

Central Bank of India hereinafter referred to as “**The Principal**”,

And

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

Preamble

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

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

Section 1 – Commitments of the Principal

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

- a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

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

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

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

- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page nos. 6-7)
- e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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

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Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings” is placed at (page nos. 8-17).

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Bank in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

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

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and

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objectively, whether and to what extent the parties comply with the obligations under this agreement.

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Chairman & Managing Director, CENTRAL BANK OF INDIA.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Chairman & Managing Director, CENTRAL BANK OF INDIA within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairman & Managing Director CENTRAL BANK OF INDIA, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman & Managing Director CENTRAL BANK OF INDIA has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word “**Monitor**” would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman & Managing Director of CENTRAL BANK OF INDIA.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.”

(For & On behalf of the Principal)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

(For & On behalf of Bidder/ Contractor)

(Office Seal)



Witness 2:

(Name & Address)

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PART II (Financial Bid) (To be submitted in Separate Envelope)

Date.....

**Asst. General Manager
Central Bank of India,
16th Floor, Chander Mukhi Building
Nariman Point, Mumbai**

Dear Sir,

Reg.: Consultancy and Conducting of Structural Audit and NDT of Bank's Ewart House Buildings, Mumbai.

We are pleased to inform you that we are willing to offer our consultancy services at a fee for Rs (in words) + GST on terms and conditions stated in the Tender document.

Thanking you,
Yours faithfully

(sign and stamp)

Name and address of the Consultant

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Confirmation of Acceptance of Tender terms and conditions

(To be signed by the bidder and enclosed along with their offer in a separate envelope)

We have studied the terms and conditions of Tender Enquiry including General and Special terms and conditions, the specifications, lay-out drawings, Schedule of Quantities, Commercial terms and conditions, Approved Makes, etc.

We are accepting all terms and conditions of the Tender without any deviation.

Offer with any deviations from the Tender Enquiry are likely to be rejected.

We also understand that the order / s will be placed in the name of principals only and not in the name of their dealer/s. Our quotation is based on the above.

Date: _____

SIGNATURE OF TENDERER

WITH RUBBER STAMP

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DECLARATION

I / We hereby declare that I / We have read and understood the Terms and Conditions of the contract, Specifications, Drawings, Schedule of Quantities etc. and hereby agree to abide by them. In token thereof, I / We have signed below and at the end of the Schedule of Quantities, failing which the tender is liable to be rejected.

I / We understand that our Tender will not be considered if the rates for items are not written both in FIGURES and WORDS.

I / We hereby confirm that only the relevant entries asked for, have been made within the Tender documents issued to us. I / We also confirm that in the event of any entry in this Tender document other than the relevant entry or condition shall make this Tender invalid.

Date : _____

SIGNATURE OF TENDERER

WITH RUBBER STAMP

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