



Document no - CBHO/GAW/EPC/TC/03/2018

Offer document for

**Selection of Engineering Consultant for
Structural Evaluation of
Canara Bank Head Office Building
at 112, J.C Road, Bengaluru-560002**

Issued by: The Assistant General Manager
Technical Cell, Estate Policy & Control Section
General Administration Wing, Head Office Annexe
No. 29, Dwarakanath Bhavan, 3rd Floor, K. R. Road
Basavanagudi, Bangalore-560004
Ph: 080-26621874
Email: hotc@canarabank.com

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NOTICE INVITING OFFERS (NIO)

The Canara Bank proposes to carryout Structural Evaluation of its Head Office building at 112, J.C Road, Bengaluru. The property is about 60 years old. Offers from eligible **Engineering Consultants** are invited in the prescribed format under Two-envelope concept.

1. Nature of the document: TWO BID CONCEPT

2. The offer document comprises of the following:

A. TECHNICAL BID: (is to be submitted in a separate envelope)

- a) Eligibility criteria.
- b) Brief details of the work
- c) General Rules & Instructions to the Applicants.
- d) Method of selection of Consultant.
- e) Conditions of contract
- f) Application Format.
- g) Proforma - A,B,C,D & E

B. FINANCIAL BID in Proforma - F (is to be submitted in a separate envelope)

3. Application Fee: Nil.

4. Earnest Money Deposit: Rs.5,000/- (Rupees Five thousand only) - refer Clause-5 of general rules & instructions to applicants.

5. Period of issue of the documents: **01.10.2018 to 22.10.2018** during office hours (BOTH DAYS INCLUSIVE). Documents can also be downloaded from Bank's website www.canarabank.com

6. Last date and time for submission offer is - **22.10.2018 - 3:00 PM.**

7. Date of opening of Technical bid: **22.10.2018 - 3:30 PM.**

The offer should reach to the office of

The Assistant General Manager

Canara Bank, G.A Wing, Head Office Annexe,

No. 29, Dwarakanath Bhavan, 3rd Floor,

K. R. Road, Basavanagudi, Bangalore-560004

ASSISTANT GENERAL MANAGER
TECHNICAL CELL, EP&C SECTION
G.A WING, HEAD OFFICE, BENGALURU

Selection of Engineering Consultant for Structural Evaluation of Canara Bank Head Office Building at 112, J.C Road, Bengaluru

A. ELIGIBILITY CRETERIA

S.No	Criteria	Documents Required
01	The Consultant should have minimum of 5 years experience in Engineering Consultancy services as on 31.03.2018.	Order copy and Completion certificates from the customer issued for each completed project (not ongoing) between 01/04/2013 to 31/03/2018.
02	<p>Please note that only those Consultants who have provided Engineering Consultant Services in Karnataka, preferably in Bengaluru City as under should apply:</p> <p>The Consultant should have provided Engineering consultancy services in the last 5 years for at least</p> <p>Three(3) similar works each for building having built up area of 60000sft</p> <p style="text-align: center;">OR</p> <p>Two (2) similar works each for building having built up area of 75000sft</p> <p style="text-align: center;">OR</p> <p>One(1) similar works each for building having built up area of 120000sft</p> <p>during the last 5 (Five) years ending with 31.03.2018.</p> <p>Building considered for structural evaluation is multi stories having built up area of about 150000sft spread in 4 blocks.</p> <p>“Similar work” means structural evaluation of multistoried residential/commercial building (framed structure) as detailed in Chapter B - Brief details of the Work.</p>	Satisfactory completion certificates from the clients clearly indicating the nature of service, cost & nature of work and month & year of commencement & completion.
04	The Consultant must have GST registration number and PAN number.	Copies of the GST registration certificate, PAN card copy and Trade License shall be enclosed.
05	The Consultant must have their office in Bengaluru for operational convenience	Details of local address. Acceptance of the address subjected to verification by the Bank to its satisfaction.

Selection of Engineering Consultant for Structural Evaluation of Canara Bank Head Office Building at 112, J.C Road, Bengaluru

B. BRIEF DETAILS OF THE WORK

Name of work: Selection of Engineering Consultant for Structural Evaluation of the Bank's Head Office building at 112, J.C Road, Bengaluru-560002.

The Bank proposes to carryout the following works in the above building:

- Complete Structural evaluation including non destructive tests such as like rebound hammer test, Ultrasonic Pulse Velocity test, etc or any other test required for the evaluation of the structural stability as per relevant BIS/IS code.
- Report on the above investigation including inferences, preventive measures and block estimation for the repairs if any as per bye laws.

C. GENERAL RULES & INSTRUCTIONS TO APPLICANTS

Name of work: Selection of Engineering Consultant for Structural Evaluation of the Bank's Head Office building at 112, J.C Road, Bengaluru-560002.

1. The documents consisting of Notice inviting the Offer, Eligibility criteria, General rules and instructions to the Consultants, Method of selection, conditions of contract, Application Format, Proforma -A,B,C,D,E & Financial bid in Proforma-F can be collected between the dates mentioned in the Notice Inviting Offer (NIO) during the working hours on everyday except Sundays and Public Holidays, at Technical Cell, Estate EP&C Section, G.A Wing, head Office, Bengaluru.
OR alternatively tender documents can be downloaded from the banks website www.canarabank.com.
2. The tender is "TWO ENVELOPE CONCEPT" and it has to be submitted as such. It should be always be placed in sealed cover super scribed as "Technical Bid for Selection of Engineering Consultant for Structural Evaluation of the Bank's Head Office building at 112, J.C Road, Bengaluru-560002" on the **First envelope** and " Financial Bid for Selection of Engineering Consultant for Structural Evaluation of the Bank's Head Office building at 112, J.C Road, Bengaluru-560002" on the **Second envelope** as the case may be and both the sealed covers shall be placed in bigger outer cover and sealed and super scribed as " Offer for Selection of Engineering Consultant for Structural Evaluation of the Bank's Head Office building at 112, J.C Road, Bengaluru-560002".
3. The first envelope should contain Earnest Money deposit (EMD) and all the components of Technical Bid as detailed in the NIO with all supportive documents duly signed on all the pages.

Offerer should note that financial aspects of the offer should not be disclosed in any way, in the technical bid/ first envelope and such technical bids consisting financial aspects are liable for rejection.

4. The second envelope should contain the financial Bid as per Proforma-F and should be sealed and submitted on the same given date and time simultaneously along with Technical bid. Non submission of the same (ie Proforma-F) in separate sealed cover along with Technical bid shall automatically render the entire offer being rejected. The second envelope should contain duly filled in Fees details (enclosed in the offer document) with values written in words and figures.
5. **Earnest Money Deposit (EMD): Rs.5,000/-** (Rupees Five thousand only) by Demand Draft favoring "Canara Bank, Head Office, Bengaluru" payable at Bengaluru from any Nationalized / Scheduled Bank.

6. EMD is to be submitted along with Technical bid. Submission of the EMD in the Financial bid envelope shall render the tender being rejected on the grounds of non submission of the EMD.
7. The duly completed sealed offer should be submitted to the address as detailed in NOTICE INVITING OFFERS. If last day of submission of bids is declared a holiday under NI Act by the Government subsequent to issuance of NIO the next working day will be deemed to be the last day for submission of the offer. Delays in receipt of the offer due to delays by post or courier shall not be accepted by the Bank.
8. The First envelope (Technical bid) will be opened in the said office as detailed in NOTICE INVITING OFFERS.
9. The date for opening the Second envelope (Financial bid) will be intimated subsequently only to such applicants who comply with the Eligibility criteria as a part of evaluation of Technical Bid.
10. Offer shall be submitted on prescribed Form only (i.e. as per documents issued/downloaded from website) and no other format shall be used. Wherever required, particulars can be submitted in annexure but such details shall be clearly mentioned in respective columns in the original document. All the documents, enclosures, and correspondence will form the part of contract. Offer in any other format other than the prescribed form shall be liable for rejection. The consultant shall submit an undertaking in **Proforma E** stating that no changes, alterations are made in the offer documents issued by the Bank or downloaded from the website and same is submitted to the Bank.
12. **The fees quoted** shall be inclusive of all fees / charges payable to the associate consultants but exclusive of Goods and Services tax. Applicable TDS shall be made as per the statutory rules.
13. The Bank's decision in the selection process is final and Bank will neither entertain any correspondence in this regard nor will be bound to furnish any explanation. The acceptance of a offer will rest with the Bank which does not bind itself to accept the lowest offer and reserves to itself the authority to reject any or all of the offers received without assigning any reason.
14. Offers which are incomplete in any respect are liable to be rejected.
15. Canvassing in connection with tenders is strictly prohibited and the offers submitted by the Consultants who resort to canvassing will be liable for rejection.

16. The consultant shall furnish the list of his relatives working in the Canara Bank with their present place of posting in the **Proforma A**.
17. The offer shall remain open for acceptance for a **period of 90 days from the date of opening**. No offer can be modified or withdrawn by the Consultant after submission of the Bid. If any Consultant withdraws his offer before the said validity period or makes any modifications in the terms and conditions of the offer which are not acceptable to the Bank, then the Bank shall, without prejudice to any other right or remedy, be at liberty to **forfeit full value of the Earnest Money Deposit** as aforesaid.
18. The Consultant or their authorized representatives with an authorization letter as per **Proforma B**, are requested to be present during the opening of the bids. This is optional. Bank will proceed with opening of the technical bids / financial bids on the stipulated date & time unless other wise modified with prior intimation to the Applicants.
19. It will be obligatory on the part of the Consultant to tender and sign the offer documents for all the component parts and pages.
20. The successful Consultant shall execute the agreement as per the conditions of Contract provided in this NIO on a stamp paper of appropriate value within 14 days from the date of acceptance of the offer. Until a formal agreement on stamp paper is prepared and signed, this offer document along with the correspondence shall constitute a binding contract between the Consultant and the Bank/ Employer. If the successful Consultant fails to sign the agreement within the aforesaid period Bank will be at liberty to **forfeit full value of the Earnest Money Deposit**.
- 21 On acceptance of the offer , the name of the accredited representative(s) of the Consultant who would be responsible for taking instructions from the Bank / Employer shall be communicated to the Bank/Employer.
22. Conditional offers shall summarily be rejected.
23. The Consultant shall inspect the site to ascertain the site conditions, constraints and any other information required for making the offer. For any assistance for visiting the site / building intending Consultants may contact the above office as mentioned in NIO.
24. During the course of technical evaluation if found necessary the Bank may seek supplementary price bids to bring the evaluation at par and any such price bids shall be prepared and submitted in sealed envelopes super scribing

"Supplementary Price Bid for the Selection of Engineering Consultant for Structural Evaluation of the Bank's Head Office building at 112, J.C Road, Bengaluru-560002". Such supplementary price bid shall be opened simultaneously with the original price bid on the prescribed date and taken into consideration in its evaluation.

25. Voluntary submission of the supplementary price bid by the contractor/ vendor/ tenderer shall not be accepted and supplementary bids shall be limited to the details sought for by the Employer only. Any other un-related price variations furnished in supplementary price bids shall not be recognised and might be liable for rejections if undue information is furnished.
26. In case of other un-qualified Consultant (ie Consultants who fail to comply with the eligibility criteria of technical bid), EMD shall be returned.
27. In case of unsuccessful Consultants (i.e. those Consultants who qualify in the technical bid and emerge as unsuccessful in the Financial bid) the EMD shall be returned within 30 days of opening of Financial bids.
28. Bank reserves the right to call for opinion directly from the clients of the Consultants on the work orders and performance certificates or any other matters.
29. Bank reserves the right to disqualify the Consultant if the detail furnished by the Consultant is found to be false and **forfeit their Earnest Money deposit.**
30. Earnest Money Deposit is exempted for the Applicants registered with National Small Industries Corporation Ltd (NSIC) with specific exemptions permitted by NSIC OR Similar Government authorities as per provision of MSME Act will be exempted from submission of EMD subject to the submission of valid document/certificate to that effect. Necessary proof shall be submitted along with the tender in the Technical bid.

D. METHOD OF SELECTION OF CONSULTANT

Name of work: Selection of Engineering Consultant for Structural Evaluation of the Bank's Head Office building at 112, J.C Road, Bengaluru-560002.

1. The offers of consultants will be evaluated based on the compliance of the eligibility criteria prescribed in this document.
2. Compliance of all the stipulated eligibility criteria is mandatory for further processing. Preference shall be given to those consultants who have experience in structural evaluation of multistoried buildings.
3. Consultants satisfying all the eligibility criteria will be termed as qualifying consultants. Financial bids corresponding to those qualifying consultants will be opened on a specified date and time which will be intimated to those qualifying consultants well in advance. The financial bids of qualified consultants only shall be opened in presence of their authorized representatives as specified.
4. The lowest offer will be determined based on the fee quoted for Structural Evaluation services.
5. For the purpose of evaluation of bids, the cost of project shall be considered as mentioned in the eligibility criteria chapter.
6. The qualifying consultant whose fee is competitive & reasonable will be considered for entrusting the subject work.
7. The decision of the Bank in selection of the Consultant shall be final and binding on the participating Consultants.

E. CONDITIONS OF CONTRACT

Name of work: Selection of Engineering Consultant for Structural Evaluation of the Bank's Head Office building at 112, J.C Road, Bengaluru-560002.

1. DEFINITIONS:

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

- (i) 'Approved' means approved by Bank's representative in writing including subsequent confirmation of previous approval and 'Approval' means approval by Bank's representative in writing as above said.
- (ii) 'Bank' means the CANARA BANK which expression shall unless excluded by or repugnant to the context include its representative.
- (iii) 'Bank's representative' means The Assistant General Manager, Canara Bank, Head Office, Bengaluru or any person authorised by him as in charge of the work and would sign the agreement on behalf of the CANARA BANK.
- (iv) "Consultant" means M/s. _____ or their assigns or successors in office and authorised representative.
- (v) Deleted.
- (vi) "Work" shall mean Proposed Structural Evaluation of the Bank's Head Office building at 112, J.C Road, Bengaluru-560002.
- (vii) "Site" means Canara Bank Head Office building at 112, J.C Road, Bengaluru-560002.
- (viii) "Jurisdiction" shall be at Bengaluru City.

2. The CONSULTANT shall undertake the services by themselves except for the specialist / service associate consultant and shall not sublet or assign or transfer or sub contract any part of the services.

3. No personnel employed by the CONSULTANT or associate consultant for the work will be liable for any sort of compensation or employment in the Bank.

4. NATURE OF WORKS -

Structural evaluation of the building including necessary testing, etc complete and to submit a detailed report on the structural stability of the building.

5. SCOPE OF SERVICES

The scope of works shall include structural evaluation of the multistoried building. Necessary non destructive tests are also to be carried out like rebound hammer test, Ultrasonic Pulse Velocity test, etc or any other test required for the evaluation of the structural stability as per BIS/IS code.

The scope of service and assignment described above is not exhaustive i.e. does not mention all the incidental services required to be carried out for complete execution of the work. The services shall be provided, all in accordance with true intent and meaning, regardless of whether the same may or may not be particularly described, provided that the same can be reasonably inferred there from. There may be several incidental services & assignments, which are not mentioned herein but will be necessary to complete the work in all respects. All such incidental services/assignments thereof which are not mentioned herein but are necessary to complete the work shall be deemed to have been included in the rate quoted by the consultant. Nothing extra shall be payable beyond the fees quoted by the Consultant.

6. ROLES & RESPONSIBILITIES:

The roles and responsibilities and services to be rendered by the Consultant are as under:

- a) Inspection of the building in detail.
- b) Collect all site details, document the evaluation method, identify the problems & defects if any.
- c) Carryout all required non destructive tests for the structural evaluation as per BIS / IS codes.
- d) Submit a detailed report on the structural evaluation.
- e) If any structural defect is found, report on remedial measures with estimates is to be submitted to the Bank.
- f) Attend meeting (maximum 5 meetings) at site or Bank's Administrative office at Bengaluru as and when required.
- g) Advising Bank sufficiently in advance to get permits, licenses, etc if required.

7. ASSOCIATE CONSULTANTS

The Consultant shall engage the services of well qualified Specialists in the relevant field as his associate consultants pertaining to the above services and coordinate with them.

The Consultant shall indicate the names of his associate consultants for various services and structural designs their organization, qualifications and experience and get the prior approval of the Bank before availing their services by the Consultant. The Bank reserves the right to reject the name of any of the associate consultant proposed to be engaged by the Consultant

The Consultant shall also be responsible for all the work, action, and omissions of such associate consultants. The Consultant shall be fully responsible for the correctness and accuracy of structural designs and services designs and the safety of the structure shall be entirely that of the Consultant notwithstanding the approval by the Bank of these designs.

During the course of consultancy, the associate consultant would be required to interact with the Bank for which nothing extra shall be payable.

The fees to the Associate consultants appointed for the above services shall be payable by the Consultant, within the overall approved fee payable to the Consultant by the Bank including expenses incurred by the associate consultants towards site / office / market visits required in connection with the project.

8. CONSULTANCY FEE

The consultant shall quote their fees for the professional services in the **Proforma-F (Financial Bid)** of this Notice Inviting the Offers (NIO).

The fees quoted by the consultant shall be inclusive of fees payable by the Consultant to their associate consultants and other incidental expenses, nothing extra shall be payable by the Bank.

The fees payable to the consultant shall be in full discharge of functions to be performed by the Consultant and their associates and no claim whatsoever against the Bank in respect of any proprietary right or copy right by the consultant or any other party will be entertained. The Consultant shall indemnify and keep indemnified the Bank against all cost and expenses paid by the Bank in defending such claims.

The fee quoted should include all the services detailed in Clause-6 above and all miscellaneous, incidental expenses and compliance of the conditions detailed in this NIO.

The quoted fee is inclusive of all statutory taxes except GST. Income tax as payable as per statutory orders / laws shall be deducted at source. TDS certificate shall be issued for such deductions.

For claiming the payment, Consultant shall submit necessary bills in duplicate. Payments due to Consultant will be made within one month of submission of bills subject to satisfactory performance.

9. PAYMENT OF FEE:

The fee will be paid in stages as specified below, subject to recovery of security deposit as per clause (11) below::

- 1) On completion of the evaluation, submission of necessary test reports, structural evaluation report and bill invoice.
- 2) Release of security deposit after completion of the Guarantee / Defects Liability Period shall be as per clause-11.

10. COST OF WORKS:

The cost of work for the purpose of working out based on the built up area of the building.

11. SECURITY DEPOSIT:

An amount equivalent to 5% of the total amount payable to the Consultant shall be deducted from the bill towards security deposit for fulfilling the terms of contract faithfully and honestly. The security deposit will be refunded after the completion of the guarantee period detailed under clause 17.

12. ADDITIONS AND ALTERATIONS:

- (i) The Bank shall have the right to request in writing changes, additions, modifications or deletions in the design and details of any part of the work and to request in writing additional work in connection there with and the Consultant shall comply with such request provide necessary services for completion of such works.
- (ii) That if the Bank deviates substantially from the original scheme which involves for its proper execution extra services, expenses and extra labour on the part of the Consultant for making changes and additions to the documents due to rendering major part of whole of his work in fructuous, the Consultant may then be compensated for such extra services and expenses on quantum merit basis at percentages applicable under this contract and to be determined mutually unless such changes, alteration are due to Consultant own omission and / or discrepancies. The decision of the Bank shall be final on whether the deviations and additions are substantial as requiring any compensation to be paid to the Consultant. However for the minor modification or alteration which does not affect the entire design, planning etc., no such amount will be payable.

13. TIME SCHEDULE ::

Commencement of work:: The commencement of services will be considered from 7th day after the date of issue of acceptance letter to the Consultant :

- a. Structural Evaluation & testing - within 7 days from the date of receipt of acceptance letter.
- b. Final Report submission - within 7 days from the dated of structural evaluation.

14. NUMBER OF DRAWINGS SETS ETC. AND COPY RIGHT:

The reports and any other details envisaged under this contract including drawings of civil, structural, electrical, water supply, sanitary or other services should be supplied by the Consultant without any extra cost. *Apart from submitting the hard copies, soft copies of all the drawings, details, designs shall also be submitted to the Bank for bank's record & future reference at no extra cost.*

All the above details & drawings will become the property of the Bank and the Bank will have the right to use the same for the project. The drawings cannot be issued to any other persons, firm or authority or used by the Consultant for any other project. No copies of any drawings or documents shall be issued to any one except the Bank and its authorised representative.

15. LIQUADATED DAMAGES:

The time allowed for carrying out the work as specified in clause-13, shall be deemed to be the essence of the contract on the part of the Consultant. The work shall throughout the stipulated period of the contract be processed with all diligence and in the event of failure of the Consultant to complete their services/ work within time schedule as specified above or subsequently notified to him, the Consultant shall pay as compensation amount equal to **0.5 (half) per cent or such smaller amount as the Bank may decide on the total fee payable for every week that the services/work remains unfinished after the specified date subject to a maximum of 10%**. The delays at each stage shall be totaled to arrive at the cumulative delay. The cumulative delays solely attributable to the Consultant (including his associates shall be considered while arriving at the delay.

16. EXTENSION OF TIME:

If the Consultant's work is unavoidably hindered in carrying out the designs / drawings on account of delayed decision or the approval by the Bank which are necessary to carry out further work beyond the time specified under clause-13 above, the consultant shall be allowed suitable extension of time by Bank, whose decision shall be final and binding on the Consultant. No claim of any kind shall be entertained from the Consultant for such delayed approvals/decisions by the Bank, except request for suitable extension of time.

17. GUARANTEE

The Consultant shall agree to redesign at his cost any portion of his engineering and design work, which due to his failure to use a reasonable degree of design skill shall be found to be defective within one year from the date of completion of the work. The Bank shall grant right of access to the Consultant to these portions of the work claimed to be defective, for inspection.

The Bank may make good the loss by recovery from the dues/security deposits of the Consultant in case of failure to comply with the above clause.

18. RESTRICTION / SUSPENSION:

The Bank reserves the right of restricting the Consultant's services at any stage and makes other arrangements for continuing the balance services after with-drawing such services from him or suspend the work.

The Bank shall have the liberty to omit, postpone or not to execute any work and / or any item of work and the Consultant shall not be entitled to any compensation or damages for such omission, postponement, or non- execution including whole of project of the work and / or any item of work, except the fees which have become payable to them for the services actually rendered by them.

19. TERMINATION OR RECESSION OF AGREEMENT:

The Bank without any prejudices to its right against the Consultant in respect of any delay or deficient service by notice in writing absolutely determine the contract in any of the following cases;

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

In the event of the termination of the contract by the Bank the Consultant shall not be entitled to any compensation or damages by reason of such termination, but only to the fees for the service actually rendered, which have been duly approved by the

Bank. The decision of the Bank as regards the actual work/ service done and the amount of the fees due to the Consultant on the basis of actual service /work done shall be final and binding on the Consultant .The Bank shall be entitled to make use of all or any drawing(s), designs or other documents prepared by the Consultant .

The Consultant shall promptly notify the Bank of any change in the constitution of his firm. It shall be open to the Bank to terminate the Contract on the death, retirement, insanity or insolvency of any person being Director in the said firm, or on the addition or introduction of a new Director. But until its termination by the Bank as foresaid, this contract shall continue to be in full force and effect, notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its Director or addition or introduction of any new Director. In case of death or retirement, the surviving or remaining Directors of the firm shall be jointly and severally liable for the due and satisfactory performance and for compliance of all the terms and condition of this contract.

20.ABANDONMENT OF WORK:

That if the Consultant abandons the work for any reasons whatsoever or becomes incapacitated from acting as aforesaid, the Bank may make full use of all or any of the drawings & details prepared by the Consultant and that the Consultant shall be liable to refund all the Excess fees paid to him up to that date plus such damages as may be assessed by the Bank subject to a maximum of 10% of the total fees payable to the Consultant under this contract. Further the Bank shall be entitled to make use of all or any drawing(s), designs or other documents prepared by the Consultant.

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

If the Consultant closes their business or abandons the work or if this contract is terminated as provided for in clause 20, 21 hereinbefore, the Bank shall be entitled to make use of all or any drawing(s), designs or other documents prepared by the Consultant .

21.ARBITRATION

That if any dispute, difference or question shall at any time arise between the parties in respect of the meaning or construction of this contract, or covering anything therein contained or arising out of this contract, or the validity of the

enforcement thereof which cannot be settled mutually, shall within 30 days (or such longer period as may be mutually, agreed upon) from the date one party informs the other in writing that such dispute or disputes or discontract exists, be referred to sole arbitration by a person selected by the Consultant out of the panel of three names supplied by the Bank and appointed by THE GENERAL MANAGER, G A WING, HEAD OFFICE, BENGALURU within 30 days from such selection by the Consultant.

The arbitration proceedings will be conducted in accordance with and be subject to **The Arbitration and Conciliation Act 1996** as amended from time to time and the decision of the arbitrator shall be final and binding on the parties.

The Arbitrator will have his seat at Bengaluru or at such places in India as decided by the appointing authority. The Arbitrator may, with the written consent of the parties, extend time for making and publishing the award.

The Consultant shall continue to perform his duties with diligence notwithstanding the fact that the dispute has been referred to Arbitration or any dispute or difference has arisen.

It is also the term of the contract that if the Consultant does not make any demand for arbitration in respect of any item in writing within 90 days of receiving intimation from the Bank that the final bill is ready for payment, the claim of the Consultant will be deemed to have been waived and absolutely barred and the Bank shall be discharged and released of all liabilities under the contract in respect of these claims.

22. OTHER CONDITIONS

- a) The Bank may have the details & designs submitted by the Consultant inspected at any time by any officer nominated by the Bank / any external agency who shall be at liberty to examine the records check estimates, structural designs, drawings, works etc. The above inspections by bank, does not absolve the Consultant of his responsibility. The Consultant shall remain solely responsible for all the services rendered by him.
- b) Rendering every assistance, guidance and advice in general to the BANK on any matter concerning the technical aspects of the work.
- c) The Consultant shall be fully responsible for all the services including the technical soundness of the evaluation.
- d) The Consultant hereby agrees that the fees to be paid as provided herein (clause 10) will be in full discharge of function to be performed by him and no claim whatsoever shall be against the Bank in respect of any proprietary rights or copy rights on the part of any other party relating to the plans and drawings. The Consultant shall indemnify and keep indemnified the Bank against any such claims and against all cost and expenses paid by the Bank in defending itself against such claims.

- *****
- e) Notwithstanding the completion of the work as per Contract entered hereto, the Consultant agrees and undertakes the responsibility to suitably reply to the Bank's queries that may be raised by any authorised inspection agency of the Bank or the **Government of India** like CVC or any other departments .
- f) In case it is established that due to fault of Project Consultant or external agencies / consultant appointed by the Consultant, if the Bank has to pay any extra amount due to over-run of the Project, or any other lapse on the part of project Consultant necessary recovery may be effected from the Project Consultant/Consultant's fees as per provision of Section 73 of Indian Contract Act 1872 under section 30 of Consultants Act 1972 (Central Act No.20 of 1972) and/or project Consultant/Consultant may be debarred from employment for specified period and/or black listed depending on gravity of the lapses on the Project Consultant.
- g) If work carried out by the Consultant or consultants appointed by Consultant is found to be sub-standard or un-duly delayed on his account, the bank shall report to Indian Bank Association (IBA) & Appropriate Authorities, the misbehavior of the Project Consultant and IBA in turn may inform all the member banks, after examining veracity of the Bank's version, not to deal with such Project Consultant by way of punishment to him”

For and on behalf of

M/s. _____

IN THE PRESENCE OF::

1.

2.

NAME & SIGNATURE OF CONSULTANT

F. BIO-DATA FORMAT

Name of work: Selection of Engineering Consultant for Structural Evaluation of the Bank's Head Office building at 112, J.C Road, Bengaluru-560002.

1. Name of the Consultant :

Local Address :

Registered Office Address :

Telephone No.

Office :

Mobile :

Fax :

E-Mail :

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

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

I)

II)

c) Year of establishment :

3. Registration with Tax Authorities :

a) Income-tax No. PAN NO :
(Furnish copies of Income-tax returns)

b) GST Regn Number :
(Furnish the latest copies of the returns filed)

Selection of Engineering Consultant for Structural Evaluation of Canara Bank Head Office Building at 112, J.C Road, Bengaluru

4. Details of the works executed during last 5 years to 31.03.2018 (please mention only such works relevant to eligibility criteria)

Sl No.	Name of the work	Work executed for (name of the organization with address, concerned office and telephone number)	Nature of work (in brief)	Location of the work with month & year of execution	Actual Value of the works	Date of commencement & Completion

(these details can also be furnished in separate page as Annexure duly quoting the para reference)

Note: Copies of orders or satisfactory completion certificate from the client's shall be enclosed (all prior to 31.03.2018) .

5. Key personnel permanently employed in your organization:

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

(these details can also be furnished in separate page as Annexure duly quoting the para reference)

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

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

DECLARATION

1. All the information furnished by me / us here above is correct to the best of my knowledge and belief.
2. I / We agree that the decision of CANARA BANK in selection will be final and binding to me / us.

Place :

Date :

NAME & SIGNATURE
OF THE CONSULTANT

Selection of Engineering Consultant for Structural Evaluation of Canara Bank Head Office Building at 112, J.C Road, Bengaluru

PROFORMA - A

Name of work: Selection of Engineering Consultant for Structural Evaluation of the Bank's Head Office building at 112, J.C Road, Bengaluru-560002

Details List of relatives working in Canara bank;

NAME OF THE OFFICIAL	DESIGNATION	ADDRESS OF THE OFFICE / BRANCH

Name & Signature of Consultant

Selection of Engineering Consultant for Structural Evaluation of Canara Bank Head Office Building at 112, J.C Road, Bengaluru

PROFORMA - B
Authorisation letter

To,

The Assistant General Manager
Canara Bank, G.A Wing, Head Office Annexe,
No. 29, Dwarakanath Bhavan, 3rd Floor,
K. R. Road, Basavanagudi, Bangalore-560004

Name of work: Selection of Engineering Consultant for Structural Evaluation of the Bank's Head Office building at 112, J.C Road, Bengaluru-560002

This has reference to your above subject Mr/Ms is hereby authorized to attend the bid opening on _____ on behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority
of the Consultant

Signature of Attesting Authority

Name of Authorizing Authority
of the Consultant

Selection of Engineering Consultant for Structural Evaluation of Canara Bank Head Office Building at 112, J.C Road, Bengaluru

PROFORMA - C

To,
The Assistant General Manager
Canara Bank, G.A Wing, Head Office Annexe,
No. 29, Dwarakanath Bhavan, 3rd Floor,
K. R. Road, Basavanagudi, Bangalore-560004

Name of work: Selection of Engineering Consultant for Structural Evaluation of the Bank's Head Office building at 112, J.C Road, Bengaluru-560002

:: CONFIRMATION FOR ACCEPTANCE OF THE TERMS & CONDITIONS::

I/We have read and understood the Notice Inviting offer and all its components the draft contract to be entered with the Bank and understood all other relevant particulars.

I/We are fully qualified to provide the professional Consultancy services to the said work and agree with all the contents of this NIO. We are agreeable to extend our Consultancy services for the subject project and the professional charges have been conveyed separately in "Financial-bid in Proforma-F" furnished.

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

I/We enclose herewith a Demand draft No..... of Bank for Rs /- towards the Earnest Money deposit.

I/We agree that until a regular contract is executed, this document with the Bank's written acceptance thereof shall constitute a binding contract between us.

DATE:

Signature of the Consultant

PROFORMA D

AGREEMENT FORMAT

Memorandum of agreement, made at _____ this _____ day of the month of _____ in the year _____ between CANARA BANK having its Head Office at 112, J C Road, Bangalore - 560 002 and Annexe building at No. 29, Dwarakanath Bhavan, 3rd Floor, K. R. Road, Basavanagudi, Bangalore-560004 represented by its duly constituted attorney (hereinafter referred to as Bank) which expression shall unless excluded by or repugnant to the context be deemed to include their successors, _____ and assigns in office) of the one part and M/s. _____ Consultant, having its office at _____ (hereinafter referred to as the Consultant) which expression shall unless excluded by or repugnant to the context, be deemed to include their successors and assigns) of the other part.

WHEREAS the Bank is desirous of undertaking Structural Evaluation of its Head Office building at 112, J.C Road, Bengaluru in accordance with the general requirements, and whereas the Consultant have agreed to perform the services as set out and subject to the terms and conditions set forth in the said “**Conditions of contract**” of document herein under.

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

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

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

For and on behalf of

For and on behalf of the

M/s. _____

CANARA BANK

In the presence of :

- 1.
- 2.

Selection of Engineering Consultant for Structural Evaluation of Canara Bank Head Office Building at 112, J.C Road, Bengaluru

PROFORMA E
Undertaking letter

To,

The Assistant General Manager
Canara Bank, G.A Wing, Head Office Annexe,
No. 29, Dwarakanath Bhavan, 3rd Floor,
K. R. Road, Basavanagudi, Bangalore-560004

Name of work: Selection of Engineering Consultant for Structural Evaluation of
the Bank's Head Office building at 112, J.C Road, Bengaluru-
560002

Dear Sir,

This has reference to your above Notice inviting the offer (NIO) published in your banks web site and NIC web site.

We hereby state that we M/s _____ have submitted the above offer documents duly filling at the appropriate places without making any alterations, corrections, omissions in the NIO issued by the bank or downloaded from the web site.

Signature & Name of the Consultant

Selection of Engineering Consultant for Structural Evaluation of Canara Bank Head Office Building at 112, J.C Road, Bengaluru

PROFORMA - F

(submit this financial bid strictly as per this prescribed format as downloaded / as issued in a SEPARATE sealed envelope - second envelope)

“FINANCIAL BID - FEE STRUCTURE”

To,
The Assistant General Manager
Canara Bank, G.A Wing, Head Office Annexe,
No. 29, Dwarakanath Bhavan, 3rd Floor,
K. R. Road, Basavanagudi, Bangalore-560004

Name of work: Selection of Engineering Consultant for Structural Evaluation of the Bank’s Head Office building at 112, J.C Road, Bengaluru-560002

This is with reference to your Notice Inviting offers for selection of Consultant for the above mentioned works project.

I/We have read and understood the Notice inviting offer (NIO) and its contents. I/We also understand that Bank reserves its right to accept or reject any or all the offers partially or wholly.

I/We are fully qualified to provide consultancy and construction management services for the said work and agree with all the contents of this NIO ie Eligibility Criteria, brief details of work, General rules& instructions to the applicants , Method of selection of Consultant, Conditions of the contract . Accordingly, we are agreeable to extend our services for the subject work as per the terms & conditions of this NIO on the following fees:

1. **Consultancy fees** as per clause 5 of the “Conditions of Contract” :

Fee in figures: Rs.

& in words: Rupees.....

The above fee is exclusive of Goods & Services tax which is payable extra by the Bank.

I/We agree that the TDS as payable to statutory authorities will be deducted from the above quoted fees.

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

Date:

Place:

Signature & seal of the Consultant

