



पंजाब नैशनल बैंक  
...भरोसे का प्रतीक !



punjab national bank  
...the name you can BANK upon !



GAD, CO: Nagpur, Ground Floor, PNB House, Kingsway, Nagpur:440001

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## **PUNJAB NATIONAL BANK**

### **PART- A**

#### **TECHNICAL BID**

**CONSULTANCY SERVICES FOR CONDUCTING STRUCTURAL  
AUDIT & CARRYING OUT POST AUDIT STRUCTURAL, CIVIL &  
MISCELLANEOUS REPAIRING OF BANK'S OWN RESIDENTIAL  
CUM OFFICE BUILDING, PNB HOUSE, KINGSWAY NAGPUR:  
440001.**

**PUNJAB NATIONAL BANK  
GAD, CO: NAGPUR, GROUND FLOOR  
PNB HOUSE, KINGSWAY  
NAGPUR; 440001.  
E-mail: conagpurgad@pnb.co.in**

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## NOTICE INVITING e-TENDER (NIT)

**Reg: Consultancy Services for conducting Structural Audit & carrying out Post Audit Structural, Civil & Miscellaneous Repairing of Bank's own Residential cum Office Building, PNB House, Kingsway Nagpur:440001.**

Punjab National Bank (PNB) invites E-tenders (two bid systems) from empanelled Structural Consultants of MCGM or Nagpur/other municipal corporation of Maharashtra for **Consultancy Services for conducting Structural Audit & carrying out Post Audit Structural, Civil & Miscellaneous Repairing of Bank's own Residential cum Office Building, PNB House, Kingsway Nagpur:440001.**

Tender documents may be downloaded from our official website [www.pnbindia.in](http://www.pnbindia.in) & bank's e-Tendering website <https://etender.pnbnet.in/login>.

The Bidders intending to participate in this tender are required to get enrolled on the bank's website i.e. <https://etender.pnbnet.in/login>. Enrolment on the above mentioned website is mandatory.

As the bids of the Bidders have to be digitally signed by the Digital Certificate of the respective Bidder before submitting the bids online, the bidders are advised to obtain Digital Certificates in order to bid for the tender.

The Tender Documents containing detailed terms & conditions can be downloaded online directly from the portal <https://etender.pnbnet.in/login> as per tender schedule attached and shall be submitted online.

Bidders may submit their queries regarding any technical clarification up to 17:00Hrs before **13.07.2023** through e-mail [conagpurgad@pnb.co.in](mailto:conagpurgad@pnb.co.in)

Standardized documents may be downloaded from the "Corrigendum / Addendums" section of the above mentioned portal up to **12:00 Hrs on 14.07.2023** after clarification on queries. No deviation on the above will be entertained by the bank there after.

Based on the clarification of conditions by the bank, the intending bidder will submit their unconditional acceptance on the prescribed format along with tender document.

### **Submission of Tender**

Bidders are required to submit their bids in the three envelope system as detailed under.

### **Envelope No.1- Only Tender Cost & No EMD**

Envelope No.1 shall contain Tender Cost of **Rs.1,180 /-** (INR One Thousand One Hundred and Eighty only), in the form of DD which shall be non-refundable & no EMD.

This envelope shall be super scribed **“Envelope No. 1- Tender Cost for Bid: Consultancy Services for conducting Structural Audit & carrying out Post Audit Structural, Civil & Miscellaneous Repairing of Bank’s own Residential cum Office Building, PNB House, Kingsway Nagpur:440001”**.

### **Envelope No. 2 – Technical Bid**

Envelope No. 2 shall contain technical bid (one set of duly signed tender document except commercial bid). Each page and correction duly signed by Bidders including tender form duly filled in with complete details and descriptions. Bidder shall submit supporting documents in support of eligibility criteria as mentioned in tender documents. This envelope shall be super scribed **“Envelope No. 2 - Technical Bid: Consultancy Services for conducting Structural Audit & carrying out Post Audit Structural, Civil & Miscellaneous Repairing of Bank’s own Residential cum Office Building, PNB House, Kingsway Nagpur:440001”**.

### **Envelop No.3 i.e Big Envelop**

In this envelope shall contain above mentioned all 02 envelopes namely: Envelope No. 1 (Tender Fees), Envelope No.2 (Technical Bid). This envelope shall be super scribed **“Big Envelope: Consultancy Services for conducting Structural Audit & carrying out Post Audit Structural, Civil & Miscellaneous Repairing of Bank’s own Residential cum Office Building, PNB House, Kingsway Nagpur:440001”**.

### **Commercial bid**

Commercial bid shall be submitted **online only**. No physical copy of commercial bid (price bid) shall be submitted by bidder along with tender documents.

The price bid of technically eligible bidder who meets the eligibility criteria stipulated in tender documents will be opened online in the presence of participated or representatives of participated bidders. Date for opening of commercial bids will be intimated later.

All disputes arising out of or in connection with this agreement shall deem to have arisen in Mumbai and only the courts of Mumbai shall have the jurisdiction to determine the same.

- Last date for downloading the tender document (as per tender schedule).
- Last date for Bid Preparation and Hash Submission (as per tender schedule).
- Last date for Bid Submission (as per tender schedule).

**Please note that bid preparation and hash submission and bid submission is compulsory activity, failing which bidder will not be able to submit the bids online.**

Please note that for tendering procedure through the electronic tendering system, refer to the instructions for using the Electronic Tendering System document available along with the tender documents on <https://etender.pnbnet.in>.

Sealed tenders (Tender Fees & Technical Bid) as above will be received by the office of **Chief Manager, GAD, CO: Nagpur, Ground Floor, PNB House, Kingsway, Nagpur: 440001, E-mail: [conagpurgad@pnb.co.in](mailto:conagpurgad@pnb.co.in)** up to **14:00Hrs on 14.07.2023** and Envelope no.1 (Tender Cost) and technical bid (Envelope No.2) will be opened on **14.07.2023at 15:00 Hrs.**

Tenders received late on account of any reason whatsoever and telegraphic tenders will not be entertained. The tender not accompanied by the Tender Cost deposited by Demand Draft are liable to be rejected as NON-RESPONSIVE.

The Tender shall be valid for a period of 90 days after the date of opening of Commercial Bid (online).

The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reasons whatsoever.

Interested Bidders are requested to send the email to **[conagpurgad@pnb.co.in](mailto:conagpurgad@pnb.co.in)** containing following information, so that in case of any clarification same may be issued to them.

- a) Name of company
- b) Contact person
- c) Mailing address with Pin Code
- d) Telephone No
- e) Fax No
- f) Email address
- g) Mobile No

Yours faithfully,  
FOR & ON BEHALF OF PUNJAB NATIONAL BANK  
**Chief Manager**

## **GUIDELINES FOR 'E'-BIDDING**

**1. The Chief Manager, GAD, CO: Nagpur, Ground Floor, PNB House, Kingsway, Nagpur: 440001, E-mail: [conagpurgad@pnb.co.in](mailto:conagpurgad@pnb.co.in) invites "Bids" in two bid system from eligible Consultants/Architectural firms for the consultancy services for **Consultancy Services for conducting Structural Audit & carrying out Post Audit Structural, Civil & Miscellaneous Repairing of Bank's own Residential cum Office Building, PNB House, Kingsway Nagpur:440001.****

**a.** Intending bidder is eligible to submit the bid provided he/she has definite proof from the appropriate authority (principal employer/ client), which shall be to the satisfaction of the competent authority of Bank, of having satisfactorily completed similar Consultancy works of magnitude specified above. In case of Consultancy works of private nature other than Central/State Government/Central Autonomous Body/Central Public Sector undertaking/City Development Authority/ Municipal Corporation of city, they shall be required to submit T.D.S.

**b.** A scanned copy of the affidavit reading "I/We undertake and confirm that eligible similar Consultancy works (s) has/have not been got executed through another Bidder on back to back basis. Further that, if such a violation comes to the notice of Bank, then I/we shall be debarred from bidding in PNB in future forever. Also, if such a violation comes to the notice of Bank before date of start of work, the Bank shall be free to forfeit the entire amount of Performance Guarantee and Earnest Money Deposit, if applicable", is to be uploaded at the time of submission of bid.

**c.** A scanned copy an undertaking is to be submitted to Bank by Bidder (on stamp paper of Rs.500/-) that "I/We have not been black-listed/ barred by Department of Financial Services, Govt. of India and my company does not feature in the debarment list on Central Public Procurement Portal (CPPP) maintained by Department of Expenditure, Ministry of Finance, Govt. of India.

**2.** Agreement shall be drawn with the successful Bidder on prescribed Format. Bidders shall quote rates as per various terms and conditions of the said format as given in Commercial Bid; which will form part of the agreement.

**3.** The bid document consisting of terms and conditions of the contract to be complied with and other necessary documents can be seen on website <https://etender.pnbnet.in> free of cost.

**4.** Please note that bid preparation and hash submission and bid re-encryption are compulsory activities, failing which bidder will not be able to submit the bids online.

**5.** Copy of work experience issued by principal employer / client and other documents as specified in this bid document shall be scanned and uploaded to the e-tendering website within the period of bid submission and self-certified copy of each shall be deposited in a sealed envelope marked as "Technical Bid" with due mention of Name of

work, date & time of opening of bids and to be submitted in the office of **Chief Manager, Punjab National bank, GAD, CO: Nagpur, Ground floor, PNB House, Kingsway, Nagpur: 440001** before last date & time of opening of bids. The documents submitted shall be opened at scheduled time on the same day.

6. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the bidders in the office of bid opening authority, the document uploaded at website will be deemed as correct document. Bank reserves the right to seek clarification on the documents submitted by the bidders providing a time period of seven (7) days for resubmissions on the questions raised.

7. The bid submitted shall be opened at scheduled date & time and Evaluation of the bids shall be done as per following procedure: -

a. After opening of the technical bids, all the documents and annexures (except commercial documents/offer) will be evaluated by the Bank. First, received bids will be evaluated based on the eligibility criteria. **Technical bids of only those bidders satisfying the initial eligibility criteria will be evaluated.**

b. Only those bidders satisfying the technical requirements and accepting the terms and conditions of this document shall be short-listed for opening of their financial bids.

c. The bidder quoting the lowest bid (L1) will be awarded the job.

8. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids to the nature of the work involved, ground conditions, subsoil (so far as is practicable), the form and nature of the site etc. and in general; shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence and / or affect their bid. A Bidder shall be deemed to have full knowledge of the site (whether he/she inspects it or not), nature and scope of the work; and no future consequences of any misunderstanding or otherwise shall be taken in to consideration. Submission of a bid by a Bidder implies that he/she has read this notice and all other contract documents and has made himself/ herself aware of the scope and specifications of the work to be done, and of local conditions and other factors having a bearing on the execution of the consultancy work.

9. The competent authority does not bind itself to accept the lowest bid (L1) and reserves to itself the authority to reject any or all the bids received without the assignment of any reason thereof at any stage of tendering process. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the Bidder, shall be summarily rejected.

10. Canvassing, whether directly or indirectly, in connection with bid is strictly prohibited and the bids submitted by the Bidders who resort to canvassing shall be liable to rejection.

**11.** The competent authority reserves to himself/herself the right of accepting the whole or any part of the bid and the Bidder shall be bound to perform the same at the accepted rate.

**12.** The Bidder shall not be permitted to Bid for Consultancy works in the PNB Division responsible for award and execution of contracts i.e. General Services Administration Division, in which his/her near relative is posted as an officer in any capacity. He/She shall also intimate the names of persons who are working with him/her in any capacity or are subsequently employed by him/her and who are near relatives to any officer in Punjab National Bank. Any breach of this condition by the Bidder would render his/her bid for summary to be removed and liable to rejection. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.

**13.** No Architect/ Engineer of Gazette rank or other Gazette Officer employed in Engineering/Architecture or Administrative duties in an Engineering Department of the Government of India is allowed to work as a Bidder for a period of one year after his/her retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the Bidder or any of his/her employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the Bid or engagement in the Bidder's service.

**14.** The Bids (Technical Bid as well as Financial Bid) for the Consultancy works shall remain open for acceptance for a period of 90 Days from the date of opening of Financial Bids. If any Bidder withdraws his/her Bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the Bid which are not acceptable to the Bank, then the Bank shall, without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money Deposit. Further the Bidder shall not be allowed to participate in the re bidding process of this work.

**15.** This notice inviting Bid shall form a part of the contract document. The successful Bidder, on acceptance of his/her Bid by the Competent Authority of the Bank shall sign the contract within fifteen (15) days from the stipulated date of start of the work.

**16.** If any information furnished by the applicant is found incorrect/false at any time, his/her/its bid is liable to be rejected and also he/she/it shall be liable to be debarred from the Bidding/taking up consultancy works in PNB in future.

**17.** The particulars of the work given in the bid document are provisional. They are liable to be changed at any time by the Bank and must be considered only as information.



## **GENERAL CONDITIONS FOR BIDDING**

1. All works proposed for execution by contract shall be notified in a form of invitation to Bid by publication in Newspapers & uploading on Bank's website. This form shall state the work to be carried out, date for submission and opening of Bids, time allowed for carrying out the work, the amount of the performance guarantee to be deposited by the successful Bidder and the percentage for security deposit, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work to be assigned shall also be open for inspection by the Bidders at the office of officer inviting Bid for the purpose of identification by the officer inviting Bid, during office hours only.
2. a) Any person/bidder who submits a Bid shall fill up the usual printed form, stating the rate at which he/she/it is willing to undertake the work. Bidder, who proposes any alteration/deviation in the work specified in the said form of invitation to Bid, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be summarily rejected.  
  
b) In case the bids quoted by two or more Bidders are same, such Bidders shall be asked to submit sealed revised financial offer in the form of letter mentioning amount of Bid including all sub sections/sub heads as the case may be, but the revised bid should not be higher than the amount quoted at the time of submission of original Bid. The revised evaluation shall be worked out on the basis of revised financial offers quoted by such bidders.  
  
c) In case any of such Bidders refuses to submit revised financial offer, then it shall be treated as withdrawal of his/her Bid before acceptance, action will be initiated and EMD will be forfeited. If the revised evaluation of two more Bidders received after revised financial offer again works out to be equal, the successful bidder, among such Bidders, shall be decided by draw of lots in the presence of Bank Officials. In case of tie if all the Bidders refuse to submit revised offers, then Bids are to be recalled and such Bidder(s), who refuse to submit revised offer, shall not be allowed to participate in the re-Bidding process of this work.
3. The officer inviting Bid or his/her duly authorized representative shall open Bids in the presence of any intending Bidders who may be present at the time, and shall enter the amounts of the opened Bids in a comparative statement in a suitable form.
4. The Bidders shall sign a declaration under the Officials Secrets Act, 1923, for maintaining secrecy of the Bid documents drawings or other records connected with the work given to them.
5. Use of correction fluid, anywhere in Bid document is not permitted. Such Bid is liable for rejection.

6. All rates shall be quoted on the Bid form. The amount for each item should be worked out and requisite totals be given. Special care should be taken to write the rates in figures as well as in words in such a way that there is no scope of interpolation.
7. The successful Bidder will be required to furnish Performance Guarantee of 3% (Three Percent) of the bid value (% of project cost as quoted in Commercial Bid) within fifteen (15) days from the issue of letter of award of work. This guarantee shall be in the form of Demand Draft of any scheduled bank. The guarantee shall be drawn in favour of Punjab National Bank. The Performance Guarantee will be refunded upon recording completion of the project by the Bank.
8. On acceptance of the Bid, the name of the accredited representative(s) of the Bidder who would be responsible for taking instructions from the Bank shall be communicated in writing to the Bank.
9. Turnover tax or any other tax(es) as may be made applicable in respect of this contract shall be payable by the Bidder and Bank shall not entertain any claim whatsoever in respect of the same. However, in respect of GST, the same shall be paid extra as per actual. However, TDS portion will be deducted from consultant's running/ final bills as per prevailing guidelines.
10. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and in the full and entire execution and completion of the Consultancy works.
11. No payment for the work done will be made unless contract is signed by the Bidder.
12. Under normal circumstances, consultant will not be allowed to change the associate specialized firms/sub consultants once approved by the bank.
13. In case of exceptional circumstances brought on record by the main consultant, the associate specialized firms/sub consultants can be changed with equivalent or more experienced ones than the one mentioned in above table with the prior approval of the Bank. The cost of subcomponent as assessed by Bank shall be final. The Bank reserves the right to reject any sub consultant /firm proposed to be engaged by the consultant without assigning any reason.
14. The estimated cost for components of the project is only a rough estimation exclusively for the purpose of defining eligibility conditions for the Bidder and the same shall have no bearing and /or effect on any other matter under this tender document.

### IMPORTANT BID DETAILS

1.	TENDER REFERENCE	CO/NAGPUR/GAD/SA&R/2023-24
2	Name of work	<b>Consultancy Services for conducting Structural Audit &amp; carrying out Post Audit Structural, Civil &amp; Miscellaneous Repairing of Bank's own Residential cum Office Building, PNB House, Kingsway Nagpur:440001.</b>
3.	Date of release of Tender	01.07.2023
4.	Date of commencement of Tender download	01.07.2023
5.	Last date and time for downloading tender	14.07.2023 upto: 12:00Hrs
6.	Last Date & time of Bid Hash preparation	14.07.2023 upto: 12:00Hrs
7.	Last date & time for physical submission of Technical bid	14.07.2023 upto: 14:00Hrs, Address: <b>Punjab National Bank, Chief Manager, GAD, CO: Nagpur, Ground Floor, PNB House, Kingsway, Nagpur: 440001, e-mail: conagpurgad@pnb.co.in.</b>
	Date & Time for closing of Bids online	14.07.2023, From:12:01 Hrs to:13:00Hrs.
8.	Date & time of Bid re-encryption	14.07.2023, From 13:01Hrs to 14:00Hrs.
9.	Pre-Bid Meeting	12.07.2023 at: 15:00Hrs. Venue; <b>Punjab National Bank, GAD, CO: Nagpur, Ground Floor, PNB House, Kingsway, Nagpur: 440001</b>
10	Date & time for opening of Technical Bids, EMD & Tender Fees online	14.07.2023, From 14:00Hrs to 16:00Hrs.
11.	Date & time of Technical evaluation	14.07.2023, From 16:01Hrs
12	Date & time of Commercial bid opening	Shall be intimated latter via e-mail & telephonically
13.	Last date and time of acceptance of queries	<b>12.07.2023 up to 17:00 Hrs</b>

14	<b>Estimated cost of project</b>	<b>About Rs.1.0Cr inclusive of GST</b>
14.1	<b>Estimated cost of professional fees including structural audit fees</b>	<b>Rs.3.6Lakh, inclusive of GST</b>
15.	Cost of Tender Document	<b>Rs. 1,180/- (INR One Thousand One Hundred and Eighty Only). Inclusive of GST</b> (nonrefundable) in the form of Demand Draft favour of Punjab National Bank payable at <b>Nagpur.</b> <b>* Firms registered under SMEs for consultancy work would be exempted from submission of Tender Fees /cost.</b>
16.	Earnest Money Deposit (EMD) Amount	<b>Rs. 5,000/- (INR Five Thousand Only).</b> (Refundable to unsuccessful bidders) in the form of Demand Draft favour of Punjab National Bank payable at <b>Nagpur.</b> <b>* Firms registered under SMEs for consultancy work would be exempted from submission of EMD.</b>
17.	Validity of Tender	90 Days from the date of opening of commercial bids.
18	Performance Security	<b>Rs. 10,000/- (Rs. Ten Thousand only)</b> in form of DD favoring Punjab National Bank payable at Nagpur. (Has to be deposited by successful bidder along with submission of acceptance letter, within 03 days of issue of award letter).
19	<b><i>Time of submission of structural audit report, layout plan, necessary drawings, detail estimates, measurement sheets, rate analysis (item wise) based on CPWD/Local PWD/DSR/prevaling market rate</i></b>	<b><i>30 Days from the date of acceptance of work/handing over of site whichever is later.</i></b>
20	Liquidated Damages	1% of contract value per week subject to the ceiling of 10% of professional fees.
21.	Acceptance of letter	3 days from date of award of work

22.	Date of start of work	From the date of acceptance of work/handing over of site whichever is later.
23.	Place of opening of Bids	<b>Punjab National Bank, GAD, CO: Nagpur, Ground Floor, PNB House, Kingsway, Nagpur: 440001</b>
24.	Contact Details	<b>Punjab National Bank, Chief Manager, GAD, CO: Nagpur, Ground Floor, PNB House, Kingsway, Nagpur: 440001</b>
25	Bar Chart	Consultant should submit Bar Chart program along with Bid.
26	Payment	<ul style="list-style-type: none"> <li>a. 100% towards submission of Audit report for structural audit.</li> <li>b. Payment towards post audit structural repair shall be as per scale of payment mentioned in this tender documents.</li> </ul>

Bank will be following the e-tender process. The complete details of the requirements for participation in the e-tender process of the bank are given in the website <https://etender.pnbnet.in>, which may be referred for details & clarification. It is essential for the bidder to be registered on our website to be able to submit the bid online also.

### **OPENING OF BIDS**

**OPENING OF TECHNICAL BIDS:** - Big envelope contained Technical bids and Tender Fees will be opened in the presence of bidders who choose to attend as above. The above schedule is subject to change. Notice of any changes will be published on Bank's website ([www.pnbindia.in](http://www.pnbindia.in) & <https://etender.pnbnet.in>) wherever feasible.

**OPENING OF COMMERCIAL BIDS:** - Bidders those are technically qualified will be intimated by Bank about date & time for opening of commercial bids. Commercial bids shall be opened online only and representatives of bidders those are willing to participate in the event of opening of commercial bids may participate and shall present on or before the scheduled date & time.

## LETTER OF SUBMITTING TENDER

**Chief Manager  
Punjab National Bank  
GAD, CO: Nagpur, Ground Floor  
PNB House, Kingsway  
Nagpur: 440001**

Dear Sir,

**Reg:- Consultancy Services for conducting Structural Audit & carrying out Post Audit Structural, Civil & Miscellaneous Repairing of Bank's own Residential cum Office Building, PNB House, Kingsway Nagpur:440001.**

1. I/We have read and understood the notice and instructions to the applicants. I/We do hereby declare that the information furnished in the Proformas are correct to the best of my/our knowledge and belief.
2. I/We agree that the decision of the Punjab National Bank in selection of the Structural Consultant will be final and binding on me/us.
3. All the information furnished is correct to the best of my/our knowledge and belief.
4. I/We also agree that I/We have no objection if enquiries about the works listed by me/us in the accompanying sheets or any other enquiry on the information furnished herewith in the accompanying sheets.
5. I/We understand that if any false information is detected at a later date, any future contract made between us and the **PNB, CO: Nagpur** on the basis of the information given by me/us will be treated as invalid by the Punjab National Bank. I/ We do hereby agree that this sum of Performance Security deposited with Bank shall be forfeited by you in the event our tender is accepted and I/ We fail to execute the contract when called upon to do so.

6. I/ We have deposited tender fees for **Rs.1, 180/- (INR One Thousand, One Hundred and Eighty only)** by Demand Draft which non-refundable and EMD for **Rs.5,000/- (Rupees Five Thousand only)** in form of D.D. I/ We understand that you are not bound to accept the lowest or any tender application that you receive.

Yours faithfully,

Signature: -----

Name: -----

Designation: -----

Registered address: -----

Seal

-----

-----

-----

-----

Tele: -----

Mobile no: -----

E-mail:-----

Place: -----

Date: -----

## ARTICLES OF AGREEMENT

This Agreement is made at Mumbai on..... Day of..... 2023 between Punjab National Bank, a Body Corporate, constituted under the Banking Companies (Acquisition and transfer of undertakings) Act 1970, having its Head Office at Plot No 4, Sector -10, Dwarka, Delhi-110075 (hereinafter called the "Bank", which term shall, wherever the context so permits, mean and include its successors and assigns) of the ONE PART

&

..... (Herein after called "the Architect cum Consultant") of the OTHER PART.

WHEREAS the Employer is desirous of **Consultancy Services for conducting Structural Audit & carrying out Post Audit Structural, Civil & Miscellaneous Repairing of Bank's own Residential cum Office Building, PNB House, Kingway Nagpur:440001** and whereas the Employer is desirous of appointing the Architect cum Consultant for the purpose of said renovation work and vide letter of acceptance dated ..... accepted a tender.

NOW THIS AGREEMENT WITNESSES and the parties hereto hereby agree as follows:

-

1. The Employer agrees to pay the Architect cum Consultant as remuneration for the professional services to be rendered by the Architect cum Consultant in relation to the said work, particularly for the services hereinafter mentioned, a fees calculated -----% + GST of the actual cost of work/accepted tender cost whichever is less. The said fees being hereinafter called as Basic fees. In case there is an escalation in the actual project cost over the accepted tender cost, the payment to the Architect cum Consultant shall be worked out as bellow: -

a. 100% of the Basic Fees on the accepted tender cost plus



- b. 50% of the Basic Fees on the escalated cost over \* above the accepted tender cost.

Subject to a ceiling of 110% of the Basic Fees worked out on the accepted tender cost.

2. The Architect cum Consultant shall take the Employer's instruction, prepare sketch designs, make approximate cost by cubic measurements or otherwise, prepare drawings sufficient for making applications for building or other licenses to town planning/local authorities or for other approvals, prepare working drawings, prepare structural drawings, prepare specifications, prepare bills of quantities and detail estimate with rate analysis, advise Employer on technical & financial implication on the deviation/amendments (if any) from the approved scheme and give general supervision.

3. Following documents shall be read and constitute as part of this agreement;

(i) All relevant letters/mail

(ii) Acceptance letter.

(III) GTC (General terms & Condition of contract).

4. All disputes arising out of or in connection with this agreement shall deem to have arisen in Mumbai and only the courts of Mumbai shall have the jurisdiction to determine the same.
5. The aforesaid documents shall be taken as complementary and mutually explanatory of one another but in the case of ambiguity or discrepancies, (The documents shall take precedence in the order set out above).
6. This agreement can be terminated by either party on giving 15 days' notice normally. However, in exigent circumstances, the services of the Architect cum Consultant can be terminated by giving notice of lesser period.
7. The several parts of this agreement have been read and fully understood by us. In witness thereof, parties have put their signature on the day, month and year mentioned above.

IN WITNESS, whereof the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day, month and year first above written.

SIGNED SEALED AND DELIVERED BY THE

Bank	Architect cum Consultant
Name:--	Name:--
Designation:-	Designation:-
Address:-	Address:-

Seal & Signature:	Seal & Signature:
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## **ELIGIBILITY CRITERIA**

**This invitation of bid is open to all Indian Structural Consultancy Firms having presence in India who fulfil the eligibility criteria as mentioned below: -**

1. The Bidder should be Maharashtra based ***and operating their business in*** Maharashtra. The Office Premises of the Bidder should be located in Maharashtra. Attach self-attested photo-copy of proof.

2. The Bidder (Proprietorship / Partnership/Company) should be at least 07 years old, proof of registration of Firm with competent authority is required.

I. In case of Partnership Firm, copy of Partnership deed contained nature of business is required.

II. In case of Company, copy of ROC & AOA contained nature of business is required.

**3. Minimum Technical Requirements: The agency to be entrusted with the work of testing shall be met the following: -**

<b>a</b>	<b>Should be Licensed Structural Engineer &amp; a member of Indian Associations/Societies of Structural Engineers registered with municipal corporations of Greater Mumbai (MCGM)/Nagpur/others in Maharashtra. Copies of all the relevant documents shall be furnished.</b>
<b>b</b>	<b>Consultant should have all the specified NDT &amp; SDT testing equipment on their own with valid calibration from NABL or an equivalent laboratory calibration. Copies of all the relevant documents shall be furnished.</b>

Bidder to submit duly sealed & signed copy of work completion certificate and Performance certificate issued from employer as evidence of satisfactory performance of work.

## **General Conditions of the Contract**

Except where provided for in the description of the individual items in the Schedule of quantities and in the specification and conditions laid down herein after and in the drawings, the work shall be carried as per standard specifications and under the directions of the Employer.

### **INTERPRETATION**

In construing these conditions, the specifications, the schedule of quantities, tender and agreement, the following words shall have the meaning herein assigned to them except where the subject of context otherwise requires:

- 1) Employer: The term employer shall denote Punjab National Bank with their Head Office at Plot No 4, Sector -10, Dwarka, Delhi-110075 and any of its employees or representative authorized to act on their behalf.
- 2) The Bank: The term Bank shall mean Punjab National Bank.
- 3) Consultant Architect: The term means Consultant Architect of the Bank deployed to look after the work.
- 4) Contractor: The term Contractor shall mean M/S ----- (name and address of the Contractor) and his/their heirs, legal representatives assigns and successors.
- 5) Site: The site shall mean the site where the works are to be executed as shown within boundary on the Site Plan including any building and erections thereon allotted by the employer for the Contractor's use.
- 6) Specifications and Drawings: The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings, which may be supplied, or any other instruction, which may be given by the employer during the execution of the work.

- 7) Drawings relating to work given to the Contractor together with a copy of schedule of quantities are to be kept at site and Employer shall be given access to such drawings or schedule of quantities whenever necessary.

Drawings, Wiring Scheme, marking of points related to electrical works shall be prepared by contractor and same to be approved from the employer prior to start of work.

In case any detailed drawings are necessary, Contractor shall prepare such detailed drawings and/or dimensional sketches therefore and have it confirmed by the employer prior to taking up such work.

- 8) The Contractor shall ask in writing for all clarifications in respect of drawings, specifications and schedule of quantities or to additional instructions at least 10 days ahead from the time when it is required for implementations so that the Employer may be able to give decision thereon.
- 9) "The Work" shall mean the work or works to be executed or done under this contract.
- 10) "Act of Insolvency" shall mean any act as such as defined by the Presidency Towns Insolvency Act or Provincial Insolvency Act or any Amending Statutes.
- 11) "The Schedule of Quantities" shall mean the schedule of quantities as specified and forming part of this contract.
- 12) Order of precedence for any ambiguity in the schedule of quantities, general conditions, special conditions, specifications and drawings for the Contractor shall be as per the decision of the Employer and the same will be binding on the Contractor, and shall be read as under in the decreasing order of importance.
- a. Schedule of Quantities.
  - b. Special Conditions.
  - c. General Conditions.
  - d. Standard (Technical) Specifications of Contract.
  - e. C.P.W.D specifications.
  - f. Bureau of Indian Standards specifications.
  - g. State P.W.D./General Engineering Practice.

Any ambiguity observed shall be brought to the notice of Employer and be executed after obtaining approval from the Employer. In case of any ambiguity between the above, the most stringent will follow.

#### **SCHEDULE OF PAYMENT TOWARDS POST AUDIT STRUCTURAL REPAIRING**

The Bank shall pay to Consultant Architect as remuneration for the services to be rendered by the Consultant Architect in relation to the said works and services mentioned in this

agreement, professional fees calculated at the rates quoted by the Consultant Architect and subsequent to negotiation as will be finally agreed to between Bank & Consultant Architect.

Consultant Architect's fee shall be paid in the following stages consistent with the work done. Payments made to the Consultant Architect shall be on account and shall be adjusted against the final amount payable: -

i	On the approval of sketch design and preliminary estimates.	10%
ii	On completion of sufficient drawings and particulars for structural works, services, modification or augmentation, etc. for applications to be made to Bank and Local Authorities/ Town Planning for approval; and processing the same.	Up to 15%
iii	On approval of detailed architectural working drawings, structural drawings, service drawings and other working drawings & specifications as required (sufficient for preparing detailed estimates of cost).	Up to 35%
iv	On approval of detailed estimates, preparation of tender documents, advising on tender received and tender process & award of job.	Up to 60%
v	For making periodic visits for inspection and quality surveillance, preparing other details and drawings as may be required during execution along with variation control (to be paid progressively with execution of the work).	Up to 95%
vi	Issue of completion certificate and as-built drawings & at the end of Defect Liability of period of contracts.	Up to 100%

## **PAYMENT STIPULATION**

The fees as stated hereinabove will also be applicable to services.

The fees as stated hereinabove will be adjusted on the basis of the latest available estimated cost or if tenders have been received then on the lowest bonafide tendered cost.

a) Up to stage (iii) the payment of Consultant Architect fee shall be calculated on the basis of preliminary estimate approved by Bank. However, it shall be adjusted on the basis of total fee payable stated thereafter.

b) Up to stage (iv) the payment shall be made on the basis of detailed estimates on individual works. However, it shall be adjusted on the basis of total fee payable stated thereafter.

c) From stage (v) onwards the payment shall be made on the basis of tender amount of individual works after adjusting the previous payments made.

d) For stage (v) progressive payment will be made on the basis of cost of works done.

e) The final instalment of fees shall be adjusted on the basis of actual cost of works, subject to the stipulation and ceiling given in Section III

In computing the cost of work, liquidated damages and deductions from Contractor's bill on account of defective work or other reasons will not be accounted for calculating Consultant Architect's fee.

For incomplete stage, payment will be made on quantum merit basis in which case assessment of fee will be made with due regard to all relevant factors at the discretion of the Bank. The decision of Bank shall be final and binding without assigning any reason whatsoever.

No professional fee shall be payable on the materials which shall be purchased / supplied by the bank such as light fittings, fans, fixtures etc.

#### TIME SCHEDULE

The Consultant Architect shall submit to the Bank the sketch plans, detailed plans, preliminary estimates, detailed estimates, tender documents etc. within the period stipulated in Schedule herein annexed.

S/N	Description	Details
i.	Visiting the site / Office of the Bank, and discuss the detailed utilization of the area to be furnished with the Bank and submit the sketch plan or alternatives if required.	Within 1 week from the date of receipt of instructions from the Bank
ii.	Submission of preliminary drawings / preliminary estimates based on plinth area rate including brief Specifications and design concept etc. (proper report in booklet form) for approval of the bank.	Within 2 weeks from the date of receipt of approval on sketch plan by the Bank (as per S.No.1)
iii.	Submission of detailed working drawings, specifications rate analysis and other details as required including detailed estimates for all disciplines for approval from Bank.	Within 2 weeks from the date of approval of building plans / instructions received from the Bank
iv.	Preparation of tender documents.	Within 1 week from the approval of the Preliminary estimate by Bank
v.	Scrutiny of tenders received and forwarding their recommendation for awarding the jobs for all disciplines.	Within 1week from the date of receipt of the individual tender from the Bank (discipline wise)
vi.	Scrutiny, checking and verification of contractor running bills with specific recommendation for payment	Within 1 week from the date of receipt by the contractor / site engineer.
vii.	Submission of analysis of rates including justifications and specific recommendation for the various items. i.e. Extra items, Deviated items, Substituted items, Deduction items etc & PVA.	Within 1 weeks from the date of receipt by the contractor / site engineer.
viii.	Scrutiny checking/ Verification of final bill with specific recommendation for the payment to the contractor	Within 2 weeks from date of receipt by contractor / Site Engineer

## **REIMBURSABLE EXPENSES TOWARDS STRUCTURAL AUDIT & POST AUDIT REPAIRING**

No TA/DA shall be paid to the Consultant Architect for his regular visits to site for routine inspection and works assigned under this contract.

But in addition to the fee payable under preceding clauses, the Bank shall reimburse the TA/DA to the Consultant Architect towards actual expenses for visit to places other than site for any work related to the project which may include selection of materials, verification of past experiences by Bank, etc. specifically as and when instructed by the Bank. Moreover, prior approval from the Bank for the above referred visit is essential for claiming TA/DA.

The Consultant Architect shall be paid as follows:

a) For Partners/ Proprietor, Associates, Senior Architects and Consultants within the entitlement of Senior Management of the Bank.

For other staff, within the entitlement of Middle Management of the Bank.

While quoting fee, the Consultant Architect will give the list of partners, associates, senior Consultant Architect and Consultant along with their designation who will be associated with the work.

## **DELINQUENCIES OF CONSULTANT ARCHITECT**

10.1 The under noted delinquencies / defaults/ misconduct on the part of the Consultant Architect shall attract disciplinary action / monetary deductions by the Bank along with reporting the matter to the Council of Architecture and Indian Banks Association.

a) Incorrect information about credentials, about his/her performance, resources and technical staff.

b) Violation of any of the important conditions of the agreement.

c) Tendency towards recommending false and untenable claims outside terms of contract with contractors.

d) Consultant Architect becoming bankrupt or insolvent.

e) Consultant Architect's conviction by any court of law.

10.2 The following action may also be taken by the Bank.

a) Placing an embargo on issue of further works and removal from Bank's approved list.

b) Permanent removal from Bank's list.

c) Circulation of Consultant Architect's name to other public undertaking or Govt. department for non-entertainment of their/its appointment.

d) Circulation to Council of Consultant Architects for removing it/them from its membership.

- e) Termination of the agreement.
- f) Financial recoveries as stated elsewhere in the agreement.

## **LIQUIDATED DAMAGES**

In case Architect fails to complete the stages within the time lines prescribed in Clause 8 (Time schedule) owing to reasons attributed to Architect, liquidated damages @ 0.5% (of professional fee payable) for every week or part thereof for the delay of activity beyond timelines prescribed in Clause 8 (Time schedule) subject to a maximum of 7.5% of the total fee payable shall be levied on the Architect by the Bank. In case of any delay beyond this, Punjab National Bank shall be free to terminate the contract and get the work done from an alternate source at the risk and cost of the consultant. The decision of the Bank as to the period of delay on the part of the consultant and the quantum of compensation for such delay shall be final and binding on the consultant. If the consultant is unavoidably hindered in carrying out the work on account of delayed decisions or the approvals by the Bank, which are necessary to carry out further work, he/ she shall be allowed suitable extension of time by competent authority of the Bank, whose decision shall be final and binding on the consultant. No claim of the consultant shall be entertained against the Bank for such delayed approvals / decisions by the Corporation, excepting suitable extension of time.

## **CONFLICT OF INTEREST**

The bidder shall not receive any remuneration in connection with the assignment except as provided in the contract. The bidder and its affiliates shall not engage in consulting or other activities that conflict with the interest of the Bank under the contract. The tender limits future engagement of the bidder for other services resulting from or directly related to the bidder's consulting services in accordance with following requirements: -

a) The bidder shall provide professional, objective, and impartial advice and at all times hold the Punjab National Bank's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their interests. Bidder shall not bid for this assignment if it will be in conflict with their prior or current obligations to other Banks, or that may place them in a position of being unable to carry out this assignment in the best interest of Punjab National Bank. Without limitation on the generality of the foregoing, bidders will not be hired under the circumstances set forth below:

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services (i.e., services other than consulting services covered by these Guidelines) - A firm that has been engaged by Punjab National Bank to provide goods, works, or non-consulting services for a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm shall be disqualified from subsequently providing goods, works, or services (other than consulting services covered by these Guidelines) resulting from or directly related to the consulting services for such preparation or implementation. This provision does not apply to the various firms (consultants, contractors, or suppliers) which



together are performing the Contractor's obligations under a turnkey or design and build contract.

(ii) Conflict among consulting assignments – Neither consultants (including their personnel and sub-consultants), nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm, shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants assisting Punjab National Bank in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, consultants hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.

(iii) Relationship with Bank's staff – Bidders (including their experts and other personnel, and sub-consultants) that have a close business or family relationship with a professional staff of Punjab National Bank (or of the project implementing agency) who are directly or indirectly involved in any part of (i) the preparation of the TOR for the assignment, (ii) the selection process for the contract, or (iii) the supervision of such contract; will not be awarded the contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to Punjab National Bank throughout the selection process and the execution of the contract.

(iv) A consultant shall submit only one proposal, either individually or as a joint venture partner in another proposal. If a bidder, including a joint venture partner, submits or participates in more than one proposal, all such proposals shall be disqualified. This does not, however, preclude the bidder to participate as a subconsultant, or an individual to participate as a team member, in more than one proposal when circumstances justify and if permitted by the RFP.

b) **Unfair Competitive Advantage** – Fairness and transparency in the selection process require that consultants or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, Punjab National Bank will make available to all the short listed consultants, together with the request for proposals, all information that would in that respect give a consultant a competitive advantage.

### **PROFESSIONAL LIABILITY**

The bidder is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. The bidder's liability to Punjab National Bank will be governed by the applicable law. The client (purchaser) may, however, may prescribe other liabilities depending on the requirement in each case without any restriction on the Consultant Architect's liability as per the applicable laws.

### **GUARANTEE**

The Consultant Architect shall agree to redesign at his cost any portion of his / her/its engineering and design work, which due to his / her/its 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 Architect 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 Architect in case of failure to comply with the above clause.

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

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

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

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

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

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

The Consultant Architect hereby agrees that the fees to be paid as provided herein (Clause 6 of Conditions of Agreement i.e. Schedule of Payment & Section-III - Scale of Charges) will be in full discharge of function to be performed by him/ her and no claim whatsoever shall be against the Bank in respect of any proprietary rights or copy rights on the part of any other party relating to the plans, models and drawings.

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

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

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

may be debarred from employment for specified period and/or black listed depending on gravity of the lapses on the Consultant Architect.

If work carried out by the Consultant Architect or sub-consultants appointed by the Consultant Architect are found to be sub-standard or un-duly delayed on his/its/their account, the bank may report the same to IBA, misbehavior of the Consultant Architect and IBA in turn should inform all the member banks, after examining veracity of the Bank's version, not to deal with such Consultant Architect by way of punishment to him."

### **COST OF CONSTRUCTION**

The cost of the following items shall not be included in the cost of construction for purpose of working out of Consultant Architect's fees: -

- a) Land but excluding the cost of path way, landscaping and compound lighting.
- b) Plan approval and service connection deposits and fees payable to local and/or statutory body by the Bank.
- c) Cost of any other services, fittings and fixtures which are not designed, planned and supervised by the Consultant Architect such as light fittings, fans, AC Plant, Generator, transformer, Lift etc., but not the cost of erection, civil works, electrical works, ducting etc.,
- d) Any infructuous expenditure as a result of demolition etc., ordered by the Consultant Architect and cost of any rejected work.
- e) Cost of supervisory and other establishment employed on work by the Consultant Architect or by the Bank.
- f) Other contingent expenditure like press advertisement, publicity, cost of foundation stone, Inauguration ceremonies of buildings etc.
- g) Escalation in the cost of work due to increase in rates of materials and labour after award of work.
- h) Any deviation in the items of work not authorized by the Bank prior to its execution. In computing the cost of the work for computing the Consultant Architect's fees, liquidated damages or deduction from the contractor due on account of defective work or other reasons will not be accounted for as deduction in cost.

### **SCALE OF CHARGES**

1. The Bank shall pay the Consultant Architect remuneration for Rendering professional services such as comprehensive planning, designing, supervision, obtaining approval from local bodies; preparation of architectural drawings, preliminary estimates, detailed estimates, detailed working drawings, preparing draft tender, (in accordance with IBA guidelines and the Bank norms), scrutiny of tenders, supervision of the works. Scrutiny/checking and certification of contractor's all bills, etc. complete services as per scope of work and conditions mentioned

in "conditions of agreement" forming part of this bid document and as per time schedule attached till the completion of the project to the satisfaction of the bank.

2. The charges shall be paid as Percentage of the actual cost or tendered cost whichever is less.

Note:- The Bank agrees to pay the Consultant Architect as remuneration for the professional services to be rendered by the Consultant Architect in relation to the said project particularly for the services hereinafter mentioned, a fee calculated at the % as quoted above of the actual cost of work/accepted tender cost whichever is less. The said fee being hereinafter called as "Basic fee". In case there is a deviation in the actual project cost over accepted tender cost, the payment to the Consultant Architect shall be worked out as below:

a) 100% of the Basic Fee on the accepted tender cost plus;

b) 50% of the Basic Fee on the escalated cost over & above the accepted tender cost. Subject to a ceiling of 110% of the Basic Fee worked out on the accepted tender cost and stipulated given in para given below.

"In case, the actual cost of work is more than the tendered cost as a result of authorized changes in the specification and/or quantities of the scheduled items or the operation of duly approved additional or substitute items, if any, such actual cost and not the accepted tender cost (without taking into account any escalation), will be considered as the cost on the basis of which basic fee will be worked out and the ceiling will also pertain to basic fee thus worked out."

Consultant Architect:

Seal

Name of the firm:

## **ROLES AND RESPONSIBILITIES OF SITE ENGINEER**

### **RESPONSIBILITIES OF SITE ENGINEER**

The Site Engineer appointed by the Consultant Architect shall be responsible for the following:

- a. Obtaining working drawings of the project stage by stage from the Architect and implementing the same after getting them approved by the Competent Authority
- b. Ensuring that architectural/structural and other details are made available at site before the need for them arises.
- c. Ensuring that samples of building materials used in construction/repairing, of workmanship and finishes and of fittings are approved by the Competent Authority and that their display and safe custody at site are arranged.
- d. Ensuring that the contractor observes laws pertaining to labour and wages paid are not less than the minimum stipulated.
- e. Ensuring that the contractor has taken the requisite insurance policies to cover workmen under the Workmen Compensation Act, loss/damage caused by accident collapse/fire/earthquake (as applicable to \_\_\_\_), constructed work, materials and plant at site and against claims (third parties) for injury/damage.
- f. Ensuring that the work progresses smoothly; bottlenecks anticipated and effectively removed with the aim of successfully completing the project within the time schedule
- g. Assisting the general building contractor or an appropriate work agency in establishing contact with the Local Authority viz, Municipal, Electric supply, etc., to facilitate early availability of water supply, sewerage/electricity connection (as the case may be) at the time of their actual need.
- h. Ensuring that decisions on various aspects in connection with site works are obtained from the Competent Authority well in advance of the actual commencement of the items of work

by the contractor including any addition to or alteration of, substitution to or deletion of or any item or part thereof with or without the incidence of extra items.

i. Ensuring that instructions received verbally or in writing from the Competent Authority are properly complied with. It shall also be seen that verbal instructions given by visiting officers are confirmed in writing by the concerned officers.

j. Ensuring that floors under construction are not overloaded with stacks of material or plant.

k. Ensuring that holes for anchors/conduits/pipes are left in masonry or concrete at appropriate time and anchors conduits/pipes are embedded or built in as required.

l. Ensuring that partially constructed work is cased in or protected from damage.

m. Keeping the Bank informed of the site events at least once a fortnight.

n. Maintaining good and healthy relations with and between the various contractors/agencies working at site

o. Ensuring that the contractors do not feel that the site staff of the Bank is unjust and unreasonable.

p. Ensuring that all operations are carried out with complete safety to life and property

q. Maintaining safe custody of site records and office equipment

### **DUTIES OF SITE ENGINEER**

The duties of Site Engineer are as follows:

a. To make a thorough study of contract documents, architectural/structural drawings and other details so as to bring out ambiguities/discrepancies between them and to obtain clarification from the Competent Authority well in time to avoid delays.

b. To render a certificate to the Competent Authority to the effect that he/she has studied the contract documents, drawings and specifications.

c. To approve the centre-line layout of building pegged out on site by the contractor and the benchmarks for ground floor and other levels

d. To take charge of objects of value and antiquity found on site or in excavations, immediately, after their discovery, to hold them in safe custody and to hand them over to the Competent Authority of the Bank for further action.

e. To take note of the foundation strata when the appropriate depth of excavation is reached and suitability of construction proposed on the said strata in consultation with the architects.

f. To ensure that the quality of materials and workmanship as laid down in the contract is maintained and the accuracy of dimensions shown on drawings is attained in the construction.

g. To watch the validity of the building permission issued by the Local Authority and to ensure that the revalidation, if necessary, is obtained well in time.

h. To arrange periodical reconciliation of cement and steel account and ensure that proper recoveries are affected from contractor's running account bills.

i. To maintain the undernoted records at the site of work, in addition to normal routine requirements of an office:

i) Daily Progress Record.

ii) Work Site Order Book.

iii) Instruction by Bank's Officers

iv) Cement Statement (Receipt Consumption/ Balance).

v) Steel Register/any other costly Material Register

vi) Concrete Pour Reports including Slump Test Record.

vii) Concrete Cube Test Register.

viii) Test Registers of other materials/Fittings, fixtures, equipment as stipulated in the tender.

ix) Register of Drawings and Working Details.

x) Log Book of Defects

xi) The Site Engineer should maintain a Hindrance Register giving details of commencement and removal of each hindrance.

xii) Dismantled Materials Account Register

xiii) Supply and consumption registers of scarce/costly materials like bitumen, lead, laminates, special paints etc

xiv) Record of cement used/received: Day to day record of cement used/received shall be entered in the register (Performa approved by Bank) and signed by the Site Engineer of the Bank as well as contractor's representative at site

xv) Record of reinforcement bars received at site: Necessary entry for reinforcement bars of each category shall be made in the register for steel (Performa approved by Bank) and signed by the site engineer of Bank and the contractor daily.

j. To study the quality of approved coarse and fine aggregate and get the design of the concrete mix in accordance with modern practice. The Site Engineer shall ensure that the mix design for RCC work shall be carried out by the Architect Structural Consultant, if applicable.

k. To record measurements of completed work jointly with the contractor and to process them in running account bills.

l. To receive running account bills from the contractor and to forward them after checking, to the Competent Authority with his/her comments and recommendations and accompanied by all supporting documents.

m. To submit to the Competent Authority of the Bank the Progress Report fortnightly.

n. To watch that the concerned contract does not lapse for want of extension of time. Therefore, to keep it alive and in operation from point of consideration that" time is the essence of contract".

- o. To ensure that progress on every contract is in accordance with the appropriate stage of its Time and Progress Chart.
- p. To prevent contractor from proceeding with any work of which the contractor has got intentions of raising claims of extra/deviated items, until the Competent Authority of Bank approves the work to continue.
- q. To receive the Final Bill from the contractor, to check it and forward it with his/her comments and recommendations to the Competent Authority of the Bank with all the supporting documents duly attached.
- r. To submit the final summary of costs for the project to the Competent Authority of the Bank.
- s. To submit to the Competent Authority of the Bank authentic information on and the undernoted records pertaining to the completed work in order to enable the Competent Authority of the Bank to finalise them in the due course:
  - i) Record of as completed drawings.
  - ii) Record of Standard Measurements for periodical services.
  - iii) Inventory of fittings and fixtures.
- t. To hand over to the Competent Authority of the Bank a "first draft" of "A Note of Comprehensive Information to the User" containing detailed instructions on how to use and maintain the completed building to the best advantage of the Bank.

#### **POWERS OF SITE ENGINEER:**

Powers that Site Engineer can exercise without reference to higher authority (but of which he/she shall make contemporary note in Daily Progress Record and/or Work Site Order Book and keep Competent Authority informed) are as follows:

- a) To give directions to the contractor for the construction of a temporary office for the use of the Site Engineer at Site.
- b) To give directions to the contractor on construction of pillars for centre-lines of layout and benches for ground floor level.
- c) To give notice to the contractor about the use of sub-standard materials and workmanship and warn him that the work is liable to be suspended until such defects are rectified. N.B. The notice should also state that all work done subsequent to the defective work pointed out shall be liable to be pulled down and rebuilt to the satisfaction of the Site Engineer.
- d) To issue warning to the contractor for work carried out in the absence of supervisors.
- e) To issue notice to the contractor to suspend work during inclement weather and in circumstances where working would be dangerous to life and property.
- f) To submit samples of cement and any other materials for testing, when necessary, to an approved laboratory.



g) To take concrete Test Cubes from concrete for RCC work and forward them for testing to an approved laboratory.

h) To prevent overloading of floors of building under construction and to take appropriate steps for support.

i) To intimate the contractor that he/she intends to measure up the work

j) To issue interim certificate (running account bills) for the value of work done and unfixed materials at site and to effect recoveries for the Bank's materials, jointly with the Architects.

k) To certify expenses incurred by the Bank for rectification of contractor's defective work, when the latter defaults in doing so, and recovering the same from the contractor's bills.

#### **4. SECURITY ARRANGEMENTS:**

The Site engineer shall ensure that:

a) Proper arrangements are made at all times to keep all the relevant records under lock and key by him.

b) It shall be ensured that the contractor provides for adequate fences, watch and ward and security of basic materials such as cement and steel etc.

c) Movement of material, stores and plant, especially of those in which the Bank has got a financial interest or those which influence progress of work, shall be strictly controlled. Checks shall be exercised at gate under his supervision (entrance and exit shall be preferably through one gate only).

d) When the work is completed and handed over to the user the responsibility of proper security arrangements shall rest with the users.

#### **WORKING HOURS**

The Site engineer shall ensure that:

a) Site Office working hours shall normally be fixed as may be prevailing in the locality and in accordance with the applicable laws.

b) Normally no construction work of important structural nature shall be carried out on Sundays, holidays and during nights. In exceptional circumstances, however, the work may be carried out with prior approval of the Site Engineer who shall depute supervisor staff to be present on the occasion.

#### **COMPLETE COPIES OF CONTRACT AGREEMENTS**

a) The Site Engineer shall receive a certified complete copy of each of the contract agreements with which he/she is concerned. Such relevant agreements shall be properly maintained by the Site Engineer.

b) Any amendments/directives/instructions/clarifications pertaining to the contract(s) as and when received, shall also be included with the concerned papers and suitable (inter-linking)

correction amendments carried out so as to ensure that complications due to oversight or corrections/modifications do not occur.

### **CO-ORDINATION WITH ALL CONCERNED**

a) The Site Engineer shall establish proper liaison with the local authorities (Municipal Corporation, Electric Supply Companies/State Electricity Boards, Water Supply Departments Electrical and Lift Inspectors) and pursue with due diligence his/her business pending with them as and when required.

b) The Site Engineer shall maintain close contact with various contractors, specialist's agencies working at site in addition to the main building contractor and the Bank.

c) Hindrance Register shall be maintained and proper record of hindrances arisen and solved with the dates to be recorded in the register so that extension of time limit to be granted could be derived from the register, and recommended by the Consultant Architect and approved by the Bank's Competent Authority.

d) In order to co-ordinate and synchronise the activities of the various offices/agencies, the Site Engineer shall hold site meetings of the representatives of the concerned agencies at regular intervals. Minutes of every site meeting shall be recorded and circulated to the parties concerned for their action.

### **LABOUR LAWS AND RULES**

a) The Site Engineer shall ensure that the contractor maintains relevant records and fulfils all conditions and requirements in accordance with the applicable labour laws and relevant rules and Regulations framed thereunder, including but not limited to the following:

- i) The Payment of Wages Act;
- ii) Bank's Liability Act;
- iii) Workmen's Compensation Act;
- iv) Contract Labour (Regulation & Abolition) Act 1970 and Central Rules 1971;
- v) Apprentices Act 1961; and
- vi) Any other Act or enactment relating thereto and rules framed there under from time to time.

b) The Site Engineer shall refrain from involving himself/herself and the supervisors under him/her by comments/advice/attempts mediation in any kind of labour dispute at site. His/ Her job is only to report to his/her superiors any happenings of this sort in an objective manner.

### **BANK'S RESPONSIBILITY CONTRACT LABOUR (REGULATION AND ABOLITION) ACT 1970 AND RULES 1971**

With a view to ensuring that the provisions of the Act are not contravened, the Site Engineer should give particular attention to the following points and see that all the provisions of the Act are enforced:

a) Contractor holds a licence under the Act from the Local Labour Commissioner for the appointment of Contract Labour.

- b) Required notice boards, registers and records as provided in Section 29 of the above Act are maintained by the contractor
- c) Payments of proper wages as per the rule are effected within the prescribed time limit by the contractor.
- d) Prescribed facilities and amenities are provided by the contractor.
- e) Proper efforts are made by the contractor to set right contraventions of the law as soon as the notice pointing out the same is received from the Labour Enforcement Officer and reports on action taken are sent to the Labour Enforcement Officer at the earliest with copies to the Bank.

### **SANCTION OF LOCAL AUTHORITY**

The Site Engineer shall ensure that the sanction of the Local Authority to Building Plans is valid at all times. In case revalidation is required, the Site Engineer shall contact the Consultant Architect and obtain revalidated sanction before the contractor reports to site.

### **APPROVAL OF MATERIALS**

- a) The Site Engineer shall arrange to obtain approval of the Bank/Consultant Architect to samples of basic construction materials such as stone, bricks, aggregate sand, lime, fixtures, fittings, laminates tiles, grilles etc., that are to be supplied by the contractor, based on the tests of these items in an approved laboratory. Conduct of necessary field tests or laboratory tests shall be made mandatory before approval of materials. Mere visual tests or going by BRAND names are not sufficient. However, products bearing ISI marking may be accepted pending mandatory tests being conducted.
- b) The Site Engineer shall make a record of the information regarding the source of materials, quality and grade etc., and that the materials conform to specifications. The contractor shall be warned that it is not enough that the material he/she brings is from approved source, but that every delivery of the material must be of approved quality.

### **EXTENSION OF TIME**

- a) The Site Engineer should closely watch the progress of the contract and if the work is not likely to be completed in Time and as per Progress Chart, he/she would recommend for a Special Review meeting between the Consultant Architect the Bank and the contractor, to review the reasons for delay and whether it could be reduced eliminated by any other corrective action. However, if, for any reasons this is not possible, the contractor shall apply for extension of time, well in advance.
- b) Contractor's application shall be forwarded to the Competent Authority by the Site Engineer with his/her observations/ recommendations for consideration by the Competent Authority.
- c) The letter to contractor granting extension of time under the signature of the Competent Authority of the Bank shall also direct the contractor to extend the validity of the following:
  - i) Initial Security Deposit (kept in fixed deposit with the Bank).
  - ii) Bank Guarantee in lieu of security deposit if any.
  - iii) Insurance Policies concerning the work.

iv) Registration of the Bank (Bank) and the license of the contractor as per the Contract Labour (R&A) Act 1970 and Contract Labour (R&A) Central Rules, 1971

d) The Site Engineer shall reschedule the Master Programme and the Time and Progress Charts to fall in line with the extended Contract Time.

e) The contractor shall be warned in the letter' granting extension of time that the currently granted extension of time shall not be construed as amounting to a waiver on the part of the Bank of his/her right to charge and recover liquidated damages from the contractor for his/her future defaults either in conforming to sectional programme as depicted in Time and Progress Chart or compliance with the date of completion of the contract and also that time continues to be the essence of the contract and future defaults shall entail liquidated damages and other consequences as provided in the contract

### **THEFTS, LOSSES AND UNUSUAL OCCURRENCES**

The Site Engineer shall submit reports on theft, losses and unusual occurrences to the Competent Authority of the bank immediately on the occurrence of such events or as and when they are detected.

### **SAFETY AT WORK**

The Site Engineer shall keep a sharp lookout for careless workers or operations that endanger life of other workers, supervisors or visitors. He/she should take action particularly for:

a) Covering up trailing cables or hoses/pipes from machinery or equipment which cut across normal traffic.

b) Fixing chutes for debris, scaffolding and centring material and sliding such things down from upper floors instead of dumping them over any available open space.

c) Building up low kerbs of brick around edges of openings in floor slabs for internal shafts immediately after concreting to serve as temporary protection to workers. Timber railing or poles to shaft openings shall also be invariably provided as a safeguard.

### **REFERENCE BOOKS AT HAND**

The following reference books (latest editions) shall be kept at site office by the Site Engineer:

a) CPWD specifications for building and electrical works.

b) NBO Specifications

c) NBO Analysis of rates for building works

d) Standard Method of Measurement IS 1200

e) Code of Practice for Plain and Reinforced Concrete Building IS 456

f) Conversion slide ISI

g) Conversion Tables IS 786

h) Hand book on concrete-published by Concrete Association of India

### **WALL CHARTS**

The undernoted exhibits shall be displayed on the walls of the Site Engineer's Office:

a) Master Programme (in the form of Time and Progress Chart).

- b) Checklist and Job History.
- c) Architectural Site Plan.
- d) Plans of all floors.
- e) Expenditure Chart and Financial Progress Chart.
- f) Running Summary of Cost.

### **WORKS IN COMPLETION STAGES**

a) The Site Engineer shall keep a watch on rectification of defects when the work enters the completion stage i.e. when all the finishing trades such as floor polishing. Hanging, joinery, glazing and painting etc., are in full swing.

b) The watch should normally commence a month or two before the tentative date fixed for virtual completion depending upon the size of the work.

c) During the completion stage, there would be other specialist contractors working simultaneously with the Main Building Contractor and hence the Building Contractor would be keen to obtain completion certificate at the earliest and leave the premises (site of work) leaving many defects either unrectified or only cursorily attended to.

d) The Site Engineer should carry out more frequent inspection during the completion stage accompanied by the representatives of the concerned contractors and note down the defects and their precise location preferably room by room, in a tabulated statement form.

e) The likely defects may be: rough or cracked patches in floor untidy making around pipes and fittings, improper cleaning and incomplete polishing, joinery needing easing, hardware deficient in screws and needing oiling, dirty/cracked/loose glass etc.

f) The list of defects shall be prepared in triplicate and two copies handed over to the contractor (one extra copy to the contractor shall be for the foreman of the trade which has attracted the majority of comments) and the triplicate detained in the site office.

g) On each subsequent inspection it may be found that apart from rectifying all the earlier defects, a few more are added. The supervisory staff shall pursue the rectification in a planned operation and it may be observed that there would be practically no late effect left which has to be carried over for rectification to the defect's liability period, which usually makes provisions for latent defects only.

h) In these inspections the Site Engineer should make his/her colleagues handling electrical, mechanical and air-conditioning installations etc. to associate with him to ensure that problems arising out of interdependence between the Building and Specialist contractors sorted out and settled promptly.

### **HANDING OVER BUILDING/ PROJECT WORK TO THE BANK IN THE PRESENCE OF CONCERNED CONTRACTOR**

a) The Site Engineer shall prepare a Handing and taking over Report and inventories/statements (in Quadruplicate) at the time of handing over. The reports and inventories shall be signed by the following:

- i. The contractor (only the relevant papers)

- ii. The Site Engineer
- iii. Competent authority in the Bank

b) The following inventories/statements shall be prepared by the Site Engineer:

- i. Inventories of fixtures and fittings of civil work i.e. windows, joinery and builders hardware etc.) locks (Rim, Mortice and cylindrical) and Night latches all with duplicate keys
  - ii. Inventory of fixtures and fittings of water supply and sanitary work (appliances).
  - iii. Inventory of fixtures and fittings of installations (electrical light fittings, fans, air-conditioning, units, pumps, and the like).
  - iv. Surplus stores (like cement steel. electrical goods including fans tubelights etc.) pending further instruction for disposal from higher authorities.
  - v. Information folders and test reports for installations like water supply, sanitary, electrical, air-conditioning, kits, pumps. substation, water softening plants, cooling towers, lightning conductors.
  - vi. Warranties issued by specialists like waterproofing companies. A/C plants etc
- c) The Site Engineer on behalf of the Bank/ Consultant Architect associated with this operation, shall be apprised of the importance to carry out periodic inspections (at two months' interval) for defects not rectified or fresh ones that crop up and issuing notices for their rectification to the concerned contractor(s) and the final inspection just before the expiry of the defects liability period.

#### **FINAL SUMMARY OF COSTS**

The Site Engineer shall submit the Final Summary of Costs (prepared on the lines of Running Summary of costs) to the Competent Authority of the Bank. It shall be ensured that no financial liability is missed out from the statement.

#### **REPORTS ON COMPLETION OF WORK**

- a) The Site Engineer shall initiate "Confidential Report or Contractor's Completed Job". The report shall be submitted along with the Final Bill in a separate sealed cover.
- b) The Site Engineer shall submit particulars to the Competent Authority of the Bank to enable him to brief the Bank on the following points:
  - i. Fire and Earthquake Insurance for the building(s) to be arranged along with the amounts involved.
  - ii. Defects Liability Period of the contractor and his/her responsibility to rectify all the defects observed during final inspection at the time of taking over and those that crop up during the Defects Liability Period and intimation of the defects to the contractor under proper notices and consequent action thereof in case of contractor's failure to act in time.

iii. Performance warranties from specialists for work like anti termite under warranty agreements (copies of warranty agreements to be handed over) the contractor under proper notices and consequent action thereof in case of contractor's failure to act in time.

**FORM 'A'**

**FINANCIAL INFORMATION**

1. Financial Analysis – Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last three consecutive years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached)

Amount in Lac (Rs.)	2020-21	2021-22	2022-23
Gross Annual turnover on consultancy works.			
Profit/Loss.			

2. Financial arrangements for carrying out the proposed work.

Signature of Bidders

Signature of Chartered Accountant with Seal

# FORM "B"

## DETAILS OF ALL CONSULTANCY WORKS OF SIMILAR NATURE COMPLETED DURING THE LAST SEVEN YEARS ENDING LAST DAY OF PREVIOUS MONTH OF SUBMISSION OF BID (As per Eligibility Criteria)

S/N	Name of Work /project and location	Owner or sponsoring organization	Final Project Cost in Lacs of rupees	Cost of consultancy work	Date of commencement as per contract	Details of consultancy services including: Similar Consultancy works.	Stipulated date of completion	Actual date of completion	Litigation/ arbitration cases pending/ in progress with details	Name and address / telephone number of office to whom reference may be made for verification	Remarks
1	2	3	4	5	6	7	8	9	10	11	12
						(a) Project description in brief.					
						(b) Location of the project site.					
						(c) Span and arrangement of the structures.					
						d) Was any unique problem faced? If so please					
						(e) Special features if any. specify in brief including remedial action taken to resolve the problem.					
						(f) Total built up area of the Project.					



						(g) Services included in the Project.					
						(h) Scope of work as consultant					

**Signature of Bidders**

**Indicate gross amount claimed and amount awarded by the Arbitrator.**

**Note:**

- 1. Supporting documents like Certificate from Bank in support of each of the above projects to be furnished.**
- 2. The photographs and/or sketches/drawing etc. can be enclosed to supplement any salient features/components.**

**Signature of Bidder(s)**

**FORM 'C'**

**PROJECTS UNDER EXECUTION OR AWARDED**

S/N	Name of Work/project And location	Owner or Sponsoring organization	Final Project Cost	Cost of consultancy work in Lacs of rupees	Date of commencement as per contract	Stipulated date of completion	Up to Date percentage Progress of work	Slow progress if any and reason thereof	Name And address / telephone number of office to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10	11

Certified that the above list of Consultancy works is complete and no work has been left out and that the information given is correct to my knowledge and belief.

**Signature of Bidder(s)**

**FORM 'D'****LIST OF PROJECTS DELAYED OR ABANDONED DURING LAST 5 YEARS**

S/N	Name of Work/ Project And location	Owner or sponsoring organization	Final Project Cost	Cost of consultancy work in Lakh in Rupees	Date of commencement as per contract	Reasons for delay/abounded Slow progress if any and reason thereof	Name And address / telephone No. of office to whom may be	Remarks
1	2	3	4	5	6	7	8	9

Certified that the above list of Consultancy works is complete and that the information given is correct to my knowledge and belief.

\* In case the Bidder fails to report regarding Abandoning of already allotted work, but later on if it comes in the notice of the Bank regarding abandoned of such work, considering it as the concealment of facts and the bid will be liable to be rejected.

Signature of Bidder(s)

**FORM “E”****PERFORMANCE REPORT OF WORKS REFERRED TO IN FORMS “B” & “C”**

<b>S/N</b>	<b>Description</b>	<b>Compliance</b>
<b>1</b>	<b>Name of work /project &amp; location</b>	
<b>2</b>	<b>Agreement no.</b>	
<b>3</b>	<b>Estimated cost</b>	
<b>4</b>	<b>Final Project Cost</b>	
<b>5</b>	<b>Cost of consultancy services</b>	
<b>6</b>	<b>Scope of work of consultant:</b>	
<b>7</b>	<b>Date of start</b>	
<b>8</b>	<b>Date of completion</b>	
<b>i</b>	<b>Stipulated date of completion</b>	
<b>ii</b>	<b>Actual date of completion</b>	
<b>9</b>	<b>Amount of compensation levied for delayed completion, if any</b>	
<b>10</b>	<b>Amount of reduced rate items, if any</b>	
<b>11</b>	<b>Performance report</b>	
<b>a</b>	<b>Quality of work</b>	Very Good/Good/Fair/Poor
<b>b</b>	<b>Financial soundness</b>	Very Good/Good/Fair/Poor
<b>c</b>	<b>Technical Proficiency</b>	Very Good/Good/Fair/Poor
<b>d</b>	<b>Resourcefulness</b>	Very Good/Good/Fair/Poor
<b>e</b>	<b>General Behaviour</b>	Very Good/Good/Fair/Poor

Date:

Executive Engineer/ Chief Manager/  
Project In-charge or Equivalent

FORM "F"

STRUCTURAL ORGANIZATION

1	Name of the Firm	
2	Address of firm	
3	Telephone Nos.	
a	Land Line	
b	Mobile	
4	Email ID (for correspondence purpose)	
5	Year of establishment	
6	Status of the firm (Whether Proprietorship / Partnership)	
7	Name of the Proprietor / Partners (With professional qualification)	i) ii) iii)
8	Whether registered with Registrar of Companies/ firm. If so, Registration No. and Date	
9	Registration with Authorities	
a	Income-tax No. PAN/GIR NO	
b	GST No.	
10	Registration Number of Proprietor/ Partners with Council of Architecture:	
11	Bank details with address:	i)

		ii)
12	Furnish the names & contact no of three responsible clients who will be in a position to certify about the quality as well as performance of your organization.	
i		
ii		
iii		
13	Names and titles of Officers with designation to be concerned with this work	
14	Designation of individuals authorized to act for the organization	
15	Was the Bidder ever required to suspend contract for a period of more than six months continuously after he/she commenced the contract? If so, give the name of the project and reasons of suspension of work.	
16	Has the Bidder or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.	
17	Has the Bidder or any constituent partner in case of partnership firm, ever been debarred/ black listed for Bidding in any organization at any time? If so, give details.	
18	Has the Bidder or any constituent partner in case of partnership firm, ever been convicted by the court of law? If so, give details.	
19	In which field of Civil Engineering construction/ Architecture the Bidder has specialization and interest?	
20	Any other information considered necessary but not included above.	

**Note: All documents to be furnished along with this form should be self-certified by proprietor/ partner/ authorized person.**

**Signature of Bidder(s)**

**FORM 'G'**

**DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL OF THE FIRM TO BE EMPLOYED FOR THIS WORK**

S/N	Designation	Total No.	Number Available for this work	Name	Qualification	Professional experience and detail of work carried out	How these would be involved in this work	
1	2	3	4	5	6	7	8	9
1	Architects with experience in Office/ residential/ Hospital/ institutional/ Commercial Complex design							
2	Structural Engineers							
3	Civil utilities Engineers							
4	Electrical Engineers & Mechanical Engineers							

**Signature of Bidder(s)**

**Form G-1**

**FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY TEAM PERSONNEL  
Data To Be Given for Consultant's/Sub Consultant's Firm Also. (As Applicable)**

1. Proposed Position: \_\_\_\_\_

2. Name of the person: \_\_\_\_\_

3. Date of Birth: \_\_\_\_\_

4. Nationality: \_\_\_\_\_

5. Educational Qualifications:

(Summarize college / university and other specialized education of staff member, giving names of college, dates attended and degrees obtained.) (Please furnish proof of qualification.)

6. Membership of Professional Societies: \_\_\_\_\_

7. Employment Record:

(Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and locations of assignments.

8. Permanent Employment with the firm (Yes / No)

If yes, how many years:

If no, what is the employment Arrangement with the firm?

9. Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

1. I am willing to work on the project and I will be available for entire duration of the project assignment and I will not engage himself in any other assignment during the currency of his/her assignment on the project.

2. I, the undersigned, certify that to the best of my knowledge and belief, this bio data correctly described myself, my qualifications and my experience.

Signature of the Candidate

Date & Place \_\_\_\_\_

Signature of the Authorized Representative of the firm

Date & Place \_\_\_\_\_

**UNDERTAKING FOR NO NEAR RELATIVE (S) OF THE CONSULTANT WORKING IN  
PUNJAB NATIONAL BANK**

I \_\_\_\_\_ S/o \_\_\_\_\_  
R/o \_\_\_\_\_,

hereby certify that neither my relatives(s) nor any of my firm's experts and other personnel and sub-consultants or their relative(s) as defined below is/are employees of Punjab National Bank and involved in:

- (i) preparation of Terms of Reference (TOR) for this assignment,
- (ii) the selection process for the contract, or
- (iii) the supervision of such contract;

In case at any stage, it is found that the information given by me is false/ incorrect, PNB shall have absolute right to take action as deemed fit, without any prior information to me.

Signature of the bidder with seal

The near relative(s) means:

- a) Member of a Hindu Undivided Family;
- b) They are husband and wife.
- c) The one is related to the other in the manner as father, mother, son(s) & son's wife (daughter-in-law), daughter & daughter's husband (son-in-law), brother (s) & brother's wife (sister-in-law), sister (s) & sister's husband (brother-in law)

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners.

In case of any breach of these conditions by the company or firm or any other person, the tender/ work will be cancelled and security deposit will be forfeited at any stage whenever it



is so noticed. The Bank will not pay any damages to the company or firm or the concerned person. The company or firm will also be debarred for further participation in Bank's tenders.

Signature of the bidder with seal

**DECLARATION UNDER OFFICIAL SECRETS ACTS, 1923**

My attention has been drawn to the provisions of the Official Secrets Acts, and I am fully aware of the serious consequences which may follow any breach of those provisions.

I understand the sections of the Official Secrets Acts. I am aware that I should not divulge any information gained by me as a result of my appointment as a Consultant Architect; to any unauthorised person, either orally or in writing, without the previous official sanction in writing of the Competent Authority of the Bank appointing me, to which written application shall be made and two copies of the proposed publication be forwarded. I understand that I am also liable to be prosecuted if I publish without official sanction any information I may require in the course of my tenure as Consultant Architect (unless it has already officially been made public) or retain without official sanction any sketch, plan, model, article, or official documents which are no longer needed for my official duties, and that these provisions apply not only during the period of my appointment but also after my appointment has ceased.

Signature of Bidder

Date:

**PROFORMA OF AFFIDAVIT (1)**

I/We hereby solemnly declare that:

1. I.....Son / Daughter of  
Shri..... Proprietor/Partner/ Director / Authorized  
Signatory of ..... is / am competent to sign this declaration  
and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and  
hereby convey my acceptance of the same.
3. The information / documents furnished along with the above application/tender are  
true and authentic to the best of my knowledge and belief. I / we, am / are well aware of  
the fact that furnishing of any false information / fabricated document would lead to  
rejection of my tender at any stage besides liabilities towards prosecution under  
appropriate law.
4. I/We undertake and confirm that has/have not any involvement in illegal activities  
or financial frauds and there are no any cases with the Police/Court/Regulatory authorities  
against our firm, have not been prosecuted or suffered any penalty for violation of any  
statutory laws by any Authorities, have not rescinded/abandoned any contract awarded  
by any of the clients before the expiry of prescribed period of contract, did not submit the  
acceptance letter after award of work, did not terminated, have not been suspended /  
delisted / blacklisted by any organization on any grounds for last 03 (three) years.
5. Further that, if such information comes to the notice of the department, then I/we  
shall be debarred for bidding in PNB in future forever. Also, if such information comes to  
the notice of department on any day before date of start of work, the Bank Authorities

shall be free to cancel the agreement and to take further necessary action as prescribed in the document.

6. I/We undertake and confirm that will not be executing works on “back-to-back” basis as per provision of Clause 1.c) of Guidelines For ‘E’-Bidding.

7. I/We undertake and confirm that, I/We is/are eligible as per The Architects Act.1972 & subsequent modifications.

NOTE: Affidavit to be furnished on a ‘non-Judicial’ stamp paper worth Rs.500/-

Signature of Notary with seal

Signature of an authorized Officer of the firm with stamp

#### **AFFIDAVIT (2)**

Affidavit for not executing works on “back-to-back” basis as per provision of Clause 1.c) of Guidelines For ‘e’-Bidding (if applicable).

#### **AFFIDAVIT (3)**

Affidavit to engage associate sub-consultants having domain specialization as per 1. h) of information and instructions to bidders for ‘e-bidding’ (if applicable).

#### **SCOPE OF CONSULTANCY WORK TOWARDS STRUCTURAL AUDIT& OTHERS**

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 external 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. Obtaining necessary permission from appropriate Municipal or Statutory Authority etc. as per requirement or if needed.

7. Preparation of BOQ, measurement sheet, item wise rate analysis based on MCGM/DSR/CPWD/local PWD/prevaling market rate drawings (main & working) etc.,
8. Assistance for Execution of repairs / renovation works through successful tenderer under their supervision, including main structure and all other connected services.
9. Attending meetings with PNB officials, wherever required, in respect to above work regarding making addition/alteration in the drawings, specifications, make etc.
10. Selection of samples of materials to be incorporated in the work in consultation with Premises Department.
11. Quality check and certification of bills including extra items justifications and reasonableness of its rates.
12. Final report on the restoration work executed.
13. Issuance of Structural Stability Certificate after post audit repairing work.

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

- i. Collection of preliminary data.
- ii. Pre-repair survey (field work}
- iii. 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.**

- i. Evaluation of methodology and repair strategy
- ii. Detailed estimation of quantities.
- iii. Estimated value of project and Bill of quantities (BOQ)
- iv. Project planning, Bar-chart, progress report, alternate arrangement

**C. DURING REPAIR /RE-DEVELOPMENT WORK.**

- i. Quality checking and Quality assurance with reports.
- ii. Certification for Quality compliance of work
- iii. Rejection/Devaluation of inferior work.
- iv. Joint measurement.
- v. Correspondence and reporting.
- vi. Routine meeting with Officers.
- vii. Certification of bills for payment as well as extra items & its rates justifications.

**D. Post Repair.**

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

14. **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.

15. **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.

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

17. **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.

18. **Action in case Work not done as per Specifications:** - All works under or in course of execution or executed in pursuance of the contract shall at all times be open and accessible to the inspection and supervision of the Employer / Consultant including all the superior officers, and of the Chief Technical Examiner's Office, and the consultant shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the consultant, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for the purpose. Orders given to the Consultant's agent shall be considered to have the same force as if they had been given to the consultant himself. In such case, the Employer on the recommendations of Engineer may not accept the item of work at the rates applicable under the contract but may accept such items at reduced

rates as the Employer on the recommendations of Engineer may consider reasonable during the preparation of account bills or final bill if the item is so acceptable without detriment to the safety and utility of the items and the structure or he may reject the work outright without any payment and / or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the consultant. Decision of the Employer to be conveyed in writing in respect of the same will be final and binding on the consultant.

19. **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.

20. **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, what so ever, 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.

21. **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.

22. **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.

23. **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.

24. **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.

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

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

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided, without prejudice to the right of the Employer to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the Employer the R/A payments so made shall be adjusted in the subsequent interim bill by taking detailed measurements thereof. The Engineer shall have power to withhold the certificate if the work or any part thereof is not carried out to Employer's satisfaction.

PNB 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.

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

27. **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.

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

i) The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.

ii) Rates for all items, wherever possible should be derived out of the rates given in the priced schedule of quantities.

iii. It is further clarified that for all such authorized extra items where rates cannot be derived from the tender, the consultant shall submit rates duly supported by rate analysis worked on the "market rate basis" for material, labour, hire/running charges of equipment and wastages etc plus 15% towards establishment charges, consultant's overheads and profit. Such items shall not be eligible for escalation.

29. **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

30. **Dismantled material Employer property (except buy-back):-** 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.

31. **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 and
- iii. Hindrance Register

32. **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.

33. **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.

34. **Commencement of Works:** - The date of commencement of the work will be reckoned as 7<sup>th</sup> 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.

35. **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 the stipulated time period 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.

36. **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.

37. **Extension of Time:** - If the work(s) be delayed by:

- i. Force majeure, or
- ii. Abnormally bad weather, or
- iii. Serious loss or damage by fire, or
- iv. Civil commotion, location commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- v. Any other causes which, in the absolute discretion of the Employer is beyond the Consultant's control.

Then upon the happening of any such event causing delay, the consultant shall immediately give notice thereof in writing to the Employer but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Employer / Consultant to proceed with the works.

Request for extension of time, to be eligible for consideration, shall be made in Bank's format 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.

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 few 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.

38. **Virtual Completion Certificate (VCC):-** Within 06 days of completion of the work, the Consultant shall submit completion certificate in Bank format to the Employer, 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.

39. 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 what so ever 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 fulfillment 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.

40. **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.

ii) 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 labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the consultant provided, the consultant submits his claim supported by details to the Employer within 30 days of the expiry of the period of 3 months.

**41. 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.

**42. 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.

#### **43. Settlement of Disputes and Arbitration: -**

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:

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.

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.

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.

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.

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.

7. The arbitrator from time to time with the consent of the parties enlarges the time for making and publishing the award.



8. The arbitrator shall give a separate award in respect of each dispute or difference referred to him. The arbitrator shall decide each dispute in accordance with terms of the contract and give a reasoned award.

9. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Employer of the appeal.

10. It is also a term of this contract that no person other than a person appointed by such Employer, as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

11. It is also a term of this contract that if the consultant does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 60 days of receiving the intimation from the Employer that the final bill is ready for payment, the claim of the consultant shall be deemed to have been waived and absolutely barred and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims. Further it is agreed that for the purpose of this clause such notice is deemed to have been received by the consultant within two days of posting of the letter by PNB or delivered by hand immediately after receipt thereof by the consultant whichever is earlier. Further a letter signed by the officials of PNB that the letter was posted to the consultant shall be conclusive.

12. The arbitration shall be conducted in accordance with the provisions of the Arbitration and conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

13. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and, in all cases, where the total amount of the claims by any party exceeds Rs. 50,000/-, the arbitrator shall give reasons for the award.

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

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

44. **Force Majeure: -**

1. Neither consultant nor PNB 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.

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.

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.

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.

45. **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. If such premises though completed are occupied illegally, then the Employer shall have the option to refuse to accept the said premises in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay a levy up to 5% of tendered value of work may be imposed by the Employer whose decision shall be final both with regard to justification and quantum and be binding on the consultant. However, the Employer through a notice may require the consultant to remove the illegal occupation any time on or before completion and delivery of the work.

46. **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.

47. **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.

48. **TESTINGS:** -

1. **Permeability of Concrete:** - It 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**.

2. **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.

3. **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:

1. Estimation of Strength of Concrete
2. Establishing Homogeneity of Concrete
3. Studies on Durability of Concrete
4. Analysis of Surface Crack Depth
5. 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.

4. **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.

5. **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 depassivation. 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.

6. **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:

- a. Confirming the findings of the non-destructive test
- b. 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
- c. confirming the mix composition of the concrete for dispute resolution
- d. 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.

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

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

**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.

13. 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.

**INSPECTION OF WORKS BY CONSULTANT (ON LETTER HESD OF FIRM)**

The Consultant is required to record the following certificate from the date of commencement of work, while visit at site: -

I have inspected the work of -----(Title of work) ----- today. As result of this inspection and my previous inspections, I find that the work has been carried out generally to tender specification and has been completed approximately ---% of total work. There are no noticeable defects, except for the following: -

1. -----  
-----  
-----  
-----
2. -----
- 3.-----  
-----  
-----
4. -----  
-----  
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Note:- These defects should be rectified by the contractor or by the Bank at his cost, action for which should be taken in terms of the contract.

Date: -----

Seal & authorized Signature of Consultant

#### **INSPECTION OF WORKS BY CONSULTANT AFTER COMPLETION OF WORK**

The Consultant is required to record the following certificate within one week from the date of completion of work: -

Date of award of work to successful bidder: -----, completion period: --  
----- Recommendation of L.D. for delay in work (yes/No.).

Reasons for yes: -----  
-----

Reasons for NO: - -----  
-----

I have inspected the work of ----- (name of work) -----  
-----

Contract value of which is Rs. ----- (including/excluding GST), vide award letter, Ref No. ----- today. As result of this inspection and my previous inspections, I found that the work has been carried out generally to specification and has been completed satisfactorily. Details of specification, makes, inventory, progress, site & hindrance registers shall be provided along with certified bills of successful contractors. These are no noticeable defects, except for the following: -

1. -----  
-----
2. -----  
-----
3. -----  
-----
4. -----  
-----

**Note: - These defects should be rectified by the contractor or by the Bank at his cost, action for which should be taken in terms of the contract.**

**On successful completion of entire works covered by the successful bidder to the full satisfaction of the Bank, the consultant (M/s. -----) ensured that the following works are also completed to the satisfaction of the Bank.**

- a) Cleared the site of all scaffolding, wiring, pipes, surplus materials, consultant's/contractor's labour, equipment and machinery.
- b) Demolish, dismantle and remove the consultant's/contractor's make shift site office if any temporary works, structures including labour sheds/camps and constructions and other items and things what so ever brought upon or erected at the site or any land allotted to the consultant by the Bank and not incorporated in the permanent works.
- c) Removed all rubbish, debris etc. from the site as required by the Bank.
- d) Now, site is undisputed custody and possession of the site.
- e) Site is ready to hand over the work in a peaceful manner to the Bank.
- f) All defects/imperfections have been attended and rectified as pointed out by the Bank/Consultant to the full satisfaction of Bank.

**Further, I/ We do hereby agree that this sum towards Performance Security shall be forfeited by you in the event of inferior quality of material used or poor quality of work done by contractor due to our poor supervision of work.**

**Seal & Signature of consultant**

**Place:**

Date

**CHECK LIST**

<b>S. No.</b>	<b>Description</b>	<b>Compliance (Yes/No)</b>
1.	DD towards Tender fees amounting to Rs.1,180/-	
2.	DD towards EMD for Rs.5000/-	
3.	Copy of License of Structural Engineer.	
4.	Copy of registration with Indian Associations/Societies of Structural Engineers.	
5.	Copy of registration with municipal corporations of Greater Mumbai (MCGM)/others.	
6.	Copy of NABL certificate, minimum 05 years old.	
7.	List of NDT & SDT testing equipment calibrated from NABL.	
8.	Original Affidavit on non-judicial stamp paper of Rs.500/-	

9.	Declaration under official secrets Act.1923	
10.	Format of Curriculum Vitea (CV) for proposed key team personals details, Form G-1	
11.	Details of technical & administrative personals of the firm to be employed for this work, Form-G	
12.	Structural organization, Form-F	
13	Performance report as per Form-E	
14	List of project delayed or abandoned during last 5 years, Form-D	
15	Projects under execution or awarded, Form-C	
16	Details of consultancy work of similar nature completed, Form-B	
17	Financial information, Form-A	
18.	Copy of GST	
19.	Copy of PAN Card	
20.	Copy of Partnership deed (In case of Partnership Firm)	
21.	Copy of ROC & AOA (In case of Company)	
22.	Copy of audited Balance sheets along with Trading Profit & Loss Account statement of the last three financial years.	
23.	Copy of work completion certificates of last 07 yrs issued from Banks/ State or Central Govt./ Public Sector organization/ reputed Ltd. Companies ending 31 <sup>st</sup> March 2023 (Between 01.04.2016 to 31.03.2023).	
24	Copy of Bar Chart of project	
25.	All documents including tender application are sealed & signed.	

**PART-B**

**Sample of commercial bid is to be submitted online only**

**(Commercial Bid)**

**Reg:- Consultancy Services for conducting Structural Audit & carrying out Post Audit Structural, Civil & Miscellaneous Repairing of Bank's own Residential cum Office Building, PNB House, Kingsway Nagpur:440001.**

S/N	Description	Unit	Qty.	Rate	Amt.
<b>A</b>	<b>Structural Audit</b>				
1	Charges towards professional fees for carrying out comprehensive structural audit of <b>Bank's own Residential cum Office Building, PNB House, Kingsway Nagpur:440001. Quoted amount should be inclusive of GST.</b>	No.	1		
2	<b>Post audit repairing work:</b> - Charges towards professional fees for carrying out comprehensive post audit repairing of <b>Bank's own Residential cum Office Building, PNB House, Kingsway</b>	No.	1		

	<b>Nagpur:440001.</b> Capping: 3% of actual work done value of successful contractor or quoted amount whichever is less. <b>Quoted amount should be inclusive of GST.</b>				
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