



(A Government of India Undertaking)

Tender Ref. No. MLR/PESEC/MNG2-FG1/2023-24/01 dated 28.02.2024

**OFFER DOCUMENT**

**SELECTION OF PROJECT ARCHITECT FOR CONSTRUCTION OF BRANCH BUILDING AT  
SITE DOOR NO. 5-61, GURUPURA BRANCH, SCHOOL ROAD,  
MANIBETTU ROAD, MANGALURU TALUK, KARNATAKA - 574 145**

This document can be downloaded from Bank's website [www.canarabank.com](http://www.canarabank.com) and enclosed along with Technical bid of this offer document & also from CPP portal: [www.eprocure.gov.in](http://www.eprocure.gov.in)

**ISSUED BY**

**General Administration Section,  
Circle Office, Mangaluru - 575 001.**

Email: [pecomlr@canarabank.com](mailto:pecomlr@canarabank.com) Website: [www.canarabank.com](http://www.canarabank.com)

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**(I) NOTICE INVITING OFFERS (NIO)**

**SUBJECT: SELECTION OF PROJECT ARCHITECT FOR  
CONSTRUCTION OF BRANCH BUILDING AT SITE DOOR NO. 5-61,  
GURUPURA BRANCH, SCHOOL ROAD, MANIBETTU  
ROAD, MANGALURU TALUK, KARNATAKA - 574 145**

Canara Bank, a reputed Public Sector organization, proposes to undertake the construction of Branch at the above specified address for their **GURUPURA** Branch. The extent of Property is around **406.41 Sq.M** & the approximate value of the works is **₹65.00 Lakhs**. Offers are invited from eligible & competent **Project Architect** in the prescribed format under Two-Bid System.

1.	Nature of the document	: TWO BID CONCEPT
2.	Contents of the offer document	: <b>A. TECHNICAL BID (First envelope)</b> a) Eligibility criteria b) Brief details and objectives of the work c) General Rules & Instructions to the Applicants. d) Method of selection of Consultant e) Conditions of Agreement f) Proforma - A, B, D, E, F & G  <b>B. FINANCIAL BID (Second envelope)</b> Financial bid for the proposed consultancy services in Proforma-C <b>Technical Bid &amp; Financial Bid to be submitted in separate envelopes &amp; these 2 separate envelopes shall be enclosed in a single envelope.</b>
3.	Application Fee (Non refundable)	: ₹500/- plus GST (payable in DD favouring Canara Bank Circle Office, payable at Mangaluru)
4.	Earnest Money Deposit	: ₹ 2,000/- (payable in DD favouring Canara Bank, payable at Mangaluru)
5.	Date of Issue of offer document	: From <b>28.02.2024 to 20.03.2024</b> during office hours (BOTH DAYS INCLUSIVE). Documents can also be downloaded from Bank's website <a href="http://www.canarabank.com">www.canarabank.com</a> or CPP portal <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>
6.	Last Date of Submission	: Sealed Envelopes to be submitted on or before <b>20.03.2024 up to 04.00 pm.</b> <b><u>The offer should reach to the office of</u></b> The Assistant General Manager, General Administration Section, Circle Office, Canara Bank, Mangaluru - 575 001
7.	Pre-bid Meeting Date & Time	Pre-bid meeting will be held on <b>07.03.2024</b> at 12.00PM at <b>Site</b> .  Pre bid queries should be submitted as per prescribed format, Pre-bid Queries to e-mail <a href="mailto:pecomlr@canarabank.com">pecomlr@canarabank.com</a> must reach us on or before <b>05.03.2024</b> by 05.00 pm.

8.	Date of Opening of Technical Bid	:	Will be opened on <b>20.03.2024 at 04.30 pm</b>
9.	Financial bids of only the short listed applicants will be opened on a pre-notified date & time, under intimation to such short listed applicants.		

Date: 28.02.2024  
Place: Mangaluru

Assistant General Manager

**(II) ELIGIBILITY CRETERIA**

Sl. No	Criteria	Documents Required
1	The bidder should be a registered member with Council of Architecture (COA) or Indian Institute of Architects ( IIA )	Copy of valid registration certificate from Council of Architecture (COA) or Indian Institute of Architects ( IIA )
2	The bidder should have minimum of 5 years' experience in architectural services related to integrated development of Commercial Buildings and residential complexes.(Preferably Bank Buildings)	Copies of work orders & related work completion certificates older than 5 years from the date of RFP from the institutions/ clients. Preference will be given to experience in Central/ State Government/ PSU / Banks/ corporate offices/ large scale private units.
3	<p>The Consultant should have provided Engineering consultancy services for at least:</p> <p style="padding-left: 40px;">Three(3) similar works each costing 40% (i.e ₹26 Lakh) of project cost OR Two (2) similar works each costing 50% (i.e ₹32.50 Lakh) of project cost OR One(1) similar work costing Rs 80% (i.e ₹52 Lakh) of project cost during the last 5 (Five) years ending with 31.03.2023.</p> <p><b>“Similar work”</b> means Consultancy for Construction of RCC framed structure building as detailed in Chapter B - Brief details of the Work.</p> <p><b>‘Consultancy services’</b> include conceptualising, planning, estimation, availing approvals/permissions, supervision of works comprising of all Civil and Electrical Works necessary for Construction and Completion of RCC Framed Structure for Office/Commercial purposes.</p>	Order copies and satisfactory completion certificates clearly indicating the cost & nature of work handled and month & year of commencement & completion
4	The Consultant must have GST registration number and PAN number	Copies of the registration certificate and PAN card copy shall be enclosed.

5	The Consultants should have their office/branch in Karnataka for operational convenience & should have executed works in Karnataka as per Sl. No.3.	Copy of the registration Certificate/ Trade license of the office to be enclosed.
6	<b>BLACKLISTING / DEBARRED CERTIFICATE</b> Bidders who have been debarred / blacklisted by any of the above said organisations will not be considered.	In this respect, the Bidders shall submit declaration as outlined in Proforma G on their Company Letter headed paper duly sealed & signed

### (III) BRIEF DETAILS & SCOPE OF WORKS

Canara Bank (hereinafter known as Employer or Bank) proposes to undertake **Construction of Bank owned building Site Door No.5-61, Gurupura Branch, School Road, Manibettu Road, Mangaluru Taluk, D.K-574145**. It is proposed to Construct a Single Storied Branch Building with ATM.

1) The Bank proposes to carry out works as under -

Part-1: Construction of single- storied RCC framed structure building for Branch + ATM with extra floor provision at Site **Door No.5-61, Gurupura Branch, School Road, Manibettu Road, Mangaluru Taluk, D.K-574145, Karnataka.**

Part-2: As per present proposal, Existing Building to be demolished, New Branch Building is to be constructed as a single storied RCC building with provision for ATM Room, B Class Strong Room, Banking Hall, Staff Dining Room, Store Room, UPS Room, 2 No's Separate Toilet Rooms, Roof Top Solar Inverter Facility and Parking Facility for Customers/Staff.

Part-3: The scope of the work may vary, and the Bank may decide to construct the buildings depending upon the need, available vacant space/ground coverage etc.

Part-4: The proposed construction will be a modern building having all required amenities and will comply/ have features of 'Green' and Energy efficient buildings.

The scope of work of the engineering consultant shall comprise of planning, estimation, preparation of BOQ, designing & supervision of the work including assisting in getting all required approvals/NOC from Local Municipal/ Civic Authorities and other Government / Statutory authorities from time to time such as plinth verification/ Occupation/ Completion/ Drainage/ Water supply and Electrical connection, verification by electrical & other authorities etc. well in time so that the progress of the work is not hampered.

Any other work as detailed elsewhere in the document also will include in scope of work. The work should be completed in all respects viz. ready for occupation before handing over to Bank.

**(IV) GENERAL RULES & INSTRUCTIONS TO APPLICANTS**

The documents consisting of Notice inviting the Offer, Eligibility criteria, General rules and instructions to Consultants, Method of selection, conditions of contract, Application Format, Proforma-A, B, C, D, E & Financial bid in Proforma-F can be collected between the dates mentioned in the Notice Inviting Offer (NIO) during the working hours every day except on Sundays and Public Holidays, at Canara Bank, Circle Office, Mangaluru OR alternatively tender documents can be downloaded from the banks website.

2. The tender is **"TWO ENVELOPE CONCEPT"** and it has to be submitted as such. It should always be placed in sealed cover super scribed as **"TECHNICAL BID FOR SELECTION OF PROJECT ARCHITECT FOR CONSTRUCTION OF CANARA BANK BRANCH AT GURUPURA , MANGALURU"** on the First envelope and **"FINANCIAL BID FOR SELECTION OF PROJECT ARCHITECT FOR CONSTRUCTION OF CANARA BANK BRANCH AT GURUPURA, MANGALURU"** on the Second envelope as the case may be and both the sealed covers shall be placed in bigger outer cover and sealed and super scribed as **"OFFER FOR SELECTION OF PROJECT ARCHITECT FOR CONSTRUCTION OF CANARA BANK BRANCH AT GURUPURA , MANGALURU"**.

The first envelope should contain Earnest Money Deposit (EMD) and all the components of Technical Bid as detailed in the NIO with all supportive documents duly signed on all the pages.

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

5. The second envelope should contain the financial Bid as per Proforma F and should be sealed and submitted on the same given date and time simultaneously along with Technical bid. Non submission of the same (i.e Proforma F) in separate sealed cover along with Technical bid shall automatically render the entire offer being rejected. The second envelope should contain duly filled in Fees details (enclosed in the offer document) with values written in words and figures.

6. Earnest Money Deposit (EMD): ₹2000/- (Rupees Two Thousand Only) by Demand Draft payable at Manipal favoring **"Canara Bank, Circle Office, Mangaluru"** from any Nationalized / Scheduled Bank.

7. EMD is to be submitted along with Technical bid. Submission of the EMD in the Financial bid envelope shall render the tender being rejected on the grounds of non submission of the EMD.

8. The duly completed sealed offer should be submitted to **"P & E Section, Canara Bank, Circle Office, Balmatta Road, Mangaluru - 575 001"** as detailed in NOTICE INVITING OFFERS. If last day of submission of bids is declared a holiday under NI Act by the Government subsequent to issuance of NIO the next working day will be deemed to be the last day for submission of the offer. Delays in receipt of the offer due to delays by post or courier shall not be accepted by the Bank.

9. The First envelope (Technical bid) will be opened in the said office as detailed in NOTICE INVITING OFFERS.

10. The date for opening the Second envelope (Financial bid) will be intimated subsequently only to such applicants who comply with the Eligibility criteria as a part of evaluation of Technical Bid.

11. Offer shall be submitted on prescribed Form only (i.e. as per documents issued/downloaded from website) and no other format shall be used. Wherever required, particulars can be submitted in annexure but such details shall be clearly mentioned in respective columns in the original



document. All the documents, enclosures, and correspondence will form the part of contract. Offer in any other format other than the prescribed form shall be liable for rejection. The consultant shall submit an undertaking in Proforma E stating that no changes, alterations are made in the offer documents issued by the Bank or downloaded from the website and same is submitted to the Bank.

12. The fees quoted shall be inclusive of all fees / charges payable to the associate consultants but excluding GST. Applicable TDS shall be made as per the statutory rules.

13. The Bank's decision in the selection process is final and Bank will neither entertain any correspondence in this regard nor will be bound to furnish any explanation. The acceptance of a offer will rest with the Bank which does not bind itself to accept the lowest offer and reserves to itself the authority to reject any or all of the offers received without assigning any reason.

14. Offers which are incomplete in any respect are liable to be rejected.

15. Canvassing in connection with tenders is strictly prohibited and the offers submitted by the Consultants who resort to canvassing will be liable for rejection.

16. The consultant shall furnish the list of his relatives working in the Canara Bank with their present place of posting in the Proforma A.

17. The offer shall remain open for acceptance for a period of 120 days from the date of opening. No offer can be modified or withdrawn by the Consultant after submission of the Bid. If any Consultant withdraws his offer before the said validity period or makes any modifications in the terms and conditions of the offer which are not acceptable to the Bank, then the Bank shall, without prejudice to any other right or remedy, be at liberty to forfeit full value of the Earnest Money Deposit as aforesaid.

18. The Consultant or their authorized representatives with an authorization letter as per Proforma B, are requested to be present during the opening of the bids. This is optional. Bank will proceed with opening of the technical bids / financial bids on the stipulated date & time unless other wise modified with prior intimation to the Applicants.

19. It will be obligatory on the part of the Consultant to tender and sign the offer documents for all the component parts and pages.

20. The successful Consultant shall execute the agreement as per the conditions of Contract provided in this NIO on a stamp paper of appropriate value within 14 days from the date of acceptance of the offer. Until a formal agreement on stamp paper is prepared and signed, this offer document along with the correspondence shall constitute a binding contract between the Consultant and the Bank/Employer. If the successful Consultant fails to sign the agreement within the aforesaid period Bank will be at liberty to forfeit full value of the Earnest Money Deposit.

21. On acceptance of the offer, the name of the accredited representative(s) of the Consultant who would be responsible for taking instructions from the Bank/Employer shall be communicated to the Bank/Employer.

22. Conditional offers shall summarily be rejected.

23. The Consultant shall inspect the site to ascertain the site conditions, constraints and any other information required for making the offer. For any assistance for visiting the site / building intending Consultants may contact P & E Section, CO, Mangaluru.

24. During the course of technical evaluation if found necessary the Bank may seek supplementary price bids to bring the evaluation at par and any such price bids shall be prepared and submitted in sealed envelopes super scribing **"SUPPLEMENTARY PRICE BID FOR CONSTRUCTION OF CANARA BANK BRANCH AT GURUPURA, MANGALURU"**. Such supplementary price bid shall be opened simultaneously with the original price bid on the prescribed date and taken into consideration in its evaluation.

25. Voluntary submission of the supplementary price bid by the contractor/vendor /tenderer shall not be accepted and supplementary bids shall be limited to the details sought for by the Employer only. Any other un-related price variations furnished in supplementary price bids shall not be recognised and might be liable for rejections if undue information is furnished.

26. In case of other un-qualified Consultant (i.e. Consultants who fail to comply with the eligibility criteria), the sealed Price bid along with EMD shall be returned on notifying as unqualified.

**27. Pre-Bid meeting:**

The tenderer should carefully examine and understand the scope of works/ service, terms and conditions of the Tender and may seek clarifications, if required. The tenderer in all such cases seek clarification in writing in a word document (.doc) in the same serial order of that of the Tender by mentioning the relevant page number and clause number of the Tender. The soft copy of the pre-bid queries should be sent by E-Mail to [pecomlr@canarabank.com](mailto:pecomlr@canarabank.com) and the pre-bid query should be in the following format:

Sl No	Page No	Tender Clause No	Tender Clause	Query

All communications regarding points requiring clarifications and any doubts shall also be given in writing to the Assistant General Manager, Canara Bank, General Administration Section, Circle Office, Balmatta Road, Mangaluru - 575001 by the intending tenderers before 05:00 pm on **05.03.2024**. No oral or individual consultation shall be entertained. No queries will be entertained from the tenderers after the pre-bid meeting.

A pre-bid meeting of the intending tenderers will be held as scheduled below to clarify any point /doubt raised by them in respect of this Tender document:

Date	Time	Venue
<b>07.03.2024</b>	12.00 pm	<b>Canara Bank Gurupura Branch, Mangaluru</b>

Bidders intending to participate in the pre bid meeting should sent their request in this regard to the mail: [pecomlr@canarabank.com](mailto:pecomlr@canarabank.com) so that Bank can send the link for the meeting to the mail ID of the bidder.

No separate communication will be sent for this meeting. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre-bid meeting day. Authorized representatives of interested tenderers shall be present during the scheduled time.

The Bank will consolidate all the queries and discussions during the pre-bid meeting and the consolidated replies for the queries shall be made available in the Bank's website and no individual correspondence shall be made. The replies/clarification of the Bank in response to the queries

raised by the bidder/s, and any other clarification / amendments / corrigendum furnished hereof will become part and parcel of the Tender document and it will be binding on the tenderers.

Non-reply to the queries raised by any of the Tenderer shall not be accepted as a valid reason for non-submission of the Tender. In addition, non-reply to any query may not be deemed the version of the Tenderer as reflected in the query has been accepted by the Bank.

28. In case of unsuccessful Consultants (i.e. those Consultants who qualify in the technical bid and emerge as unsuccessful in the financial bid) the EMD shall be returned within 30 days of opening of financial bids.

Bank reserves the right to call for opinion directly from the clients of the Consultants on the work orders and performance certificates or any other matters.

Bank reserves the right to disqualify the Consultant if the details furnished by the Consultant are found to be false and forfeit their Earnest Money Deposit.

Earnest Money Deposit is exempted for the Applicants registered with National Small Industries Corporation Ltd (NSIC), with specific exemptions permitted by NSIC. Necessary proof shall be submitted along with the tender in the Technical bid.

(However, those who have exemption certificate from NSIC/Similar Government authorities as per provision of MSME Act will be exempted from submission of EMD subject to the submission of valid document/certificate to that effect.)

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**(V) METHOD OF SELECTION OF CONSULTANT**

**Name of work: Selection of Project Architect for Construction Of Canara Bank Branch  
At Gurupura, Mangaluru**

1. The offers of consultants will be evaluated based on the compliance of the eligibility criteria prescribed in this document.
2. Compliance of all the stipulated eligibility criteria is mandatory for further processing. Preference shall be given to those consultants who have experience in supervising structural repairs and restoration works of old buildings.
3. Consultants satisfying all the eligibility criteria will be termed as qualifying consultants. Financial bids corresponding to those qualifying consultants will be opened on a specified date and time which will be intimated to those qualifying consultants well in advance. The financial bids of qualified consultants only shall be opened in presence of their authorized representatives as specified.
4. The lowest offer will be determined based on the percentage (%) of the fee quoted for Consultancy and Construction Management services.
5. For the purpose of evaluation of bids, the cost of project shall be considered as **₹ 65 Lakhs**.
6. The qualifying consultant whose fee is competitive & reasonable will be considered for entrusting the services as Consultant to the subject work.
7. The decision of the Bank in selection of the Consultant shall be final and binding on the participating Consultants.

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## E. CONDITIONS OF CONTRACT

**Name of work: Selection of Project Architect for Construction Of Canara Bank Branch At Gurupura, Mangaluru.**

### 1. DEFINITIONS:

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

(i) 'Approved' means approved by Bank's representative in writing including subsequent confirmation of previous approval and 'Approval' means approval by Bank's representative in writing as above said.

(ii) 'Bank' means the CANARA BANK which expression shall unless excluded by or repugnant to the context include its representative.

(iii) 'Bank's representative' means the Assistant General Manager, Canara Bank, Circle Office, Mangaluru or any person authorised by him as in charge of the work and would sign the agreement on behalf of the CANARA BANK.

(iv) "Project Architect" means M/s. \_\_\_\_\_ or their assigns or successors in office and authorised representative.

(v) "Contractor" means the person, firm and / or Company whose tender/tenders for **Construction Of Canara Bank Branch At Gurupura, Mangaluru** is/ are accepted by the Bank for execution of the works and includes the contractor's personal representative, successors and assigns.

(vi) "Work" shall mean Proposed "**Construction Of Canara Bank Branch At Gurupura, Mangaluru**".

(vii) "Site" means **Door No. 5-61, Gurupura Branch, School Road, Manibettu Road, Mangaluru Taluk, Dakshin Kannada Dist, Karnataka - 574 145.**

2. The CONSULTANT / PROJECT ARCHITECT shall undertake the services by themselves except for the specialist / service associate consultant and shall not sublet or assign or transfer or sub contract any part of the services.
3. No personnel employed by the CONSULTANT / PROJECT ARCHITECT or associate consultant for the work will be liable for any sort of compensation or employment in the Bank.

### 4. NATURE OF WORKS -

- Part-1: Construction of single- storied RCC framed structure building for Branch + ATM with extra floor provision at **Door No. 5-61, Gurupura Branch, School Road, Manibettu Road, Mangaluru Taluk, Dakshin Kannada Dist, Karnataka - 574 145**
- Part-2: As per present proposal, Existing building to be demolished and New Branch Building is to be constructed as a single storied RCC building with provision for ATM Room, B Class Strong Room, Banking Hall, Staff Dining Room, Store Room, UPS Room, 2 No's Separate Toilet Rooms, Roof Top Solar Inverter Facility and Parking Facility for Customers/Staff.
- Part-3: The scope of the work may vary, and the Bank may decide to construct the buildings depending upon the need, available vacant space/ground coverage etc.

- Part-4: The proposed construction will be a modern building having all required amenities and will comply/ have features of 'Green' and Energy efficient buildings.

## 5. SCOPE OF SERVICES

### a) Consultancy services

The scope of services shall include the Planning, designing, working drawings, completion Drawings, designing of support & safety systems, drafting of specifications, bill of quantities, detailed Estimates, preparation of pre-qualification documents for selection of contractors or preparation of tender documents for execution of works, scrutiny of tenders, advising on award of work, inspection of the works, full responsibility of supervision, compliance of labour & safety regulations, quality control, certifications of the contractors bills for payments and certify the completion of the works, advising on obtaining statutory permissions wherever required. The stages of the above services are more detailed in clause (6) below. The Consultant shall also sign the necessary documents & forms for making application for statutory approvals wherever necessary.

### b) Construction Management services

Provide full time day to day on-site supervision of the works through experienced & qualified Site engineer. The number of site engineer shall be ONE (1). The site engineer shall be diploma in Civil engineering with minimum of 3 years of supervisory work experience. The Consultant shall be fully responsible for the services rendered by the site Engineer engaged by him. The complete details of these services, roles and responsibilities are more detailed in clause (6) below.

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

## 6. STAGES OF SERVICES, ROLES & RESPONSIBILITIES:

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

### I PLANNING & DESIGN & DRAWING STAGE:

(a) Collect all site details, identify the problems & defects and to plan the works under different categories.

(b) Workout all designs, drawings which shall be in accordance with the latest IS Codes of practice and/or National building code, and /or the codes of practice applicable in the area, Town, City where the work is located. If called by the Bank, the detailed computation of all designs shall be made available to the Bank for checking. Most features applicable for 'Green building' such as energy conservation, use of solar and other renewable sources of energy, rain water harvesting,

**GENERAL ADMINISTRATION SECTION, CIRCLE OFFICE, MANGALURU**

use of natural light to the maximum extent etc. will have to be taken into account during planning, design, and execution stages.

(c) Undertaking soil investigation work for deciding load bearing capacity and type of foundation etc and also for deciding minimum depth of foundation through specialized and reputed contractors after obtaining approval from Bank.

(d) Preparation of detailed/ structural/ Architectural/ Engineering design of building including its foundation.

(e) Preparation of 2/3 alternatives for external facade/elevation/perspective view of building and its 3D presentation by computer.

(f) Prepare abstracts under different heads to describe the whole project adequately for the purpose of taking Bank's approval and identifying the main and other subsidiary works.

(g) Tentative time plan for execution of the work by way of PERT/CPM by incorporating all heads of the work & activities.

**II. ESTIMATE & TENDERING STAGE:-**

(a) Prepare Detailed Estimates based on the designs, drawings showing calculations of quantity of each item, detailed bill of quantities based on CPWD specifications & schedule of rates or specifications as per site requirement & based on current market rate analysis, which will include preparation of rate analysis for all major items, take off/quantity sheets, working out overall built up area rate and its comparison for reasonableness with CPWD built up area rates etc for approval of the cost. Obtain approval of the Bank to above and modify them if considered necessary by the Bank and/or if the cost exceeds the sanctioned Budgeted cost.

(b) Prepare working drawings and designs of all works including internal and external utility services such as electrical, AC, plumbing, water supply, water drainage, fire fighting, horticulture, EPBAX, Parking, rainwater harvesting etc.

(c) Prepare pre-qualification documents based on norms laid-down by Bank/CPWD/Ministry of Finance/ CVC guidelines for selection of agencies/ contractors/vendors, prepare Tender documents according to the approved form of the Bank for various trades for calling tenders with articles of agreement, specifications, conditions of contract, special conditions, detailed Bills of Quantity (BOQ) based on approved estimates by Bank, drawings and obtain approval of the Bank for such final document. Bank shall invite the tenders.

"The stationery and printing charges incurred by the Consultant if any, for the preparation of tender documents shall be reimbursed by the Bank".

(d) Scrutiny of the tenders in consultation with concerned authorities and submission of recommendation on the tenders based on proper analysis of rates, market rates of materials and labour for major items costing about 90% of the cost, specifying the abnormally high & low rates, evaluation of commercial and other conditions stipulated by tenderer in financial terms, to assist the Bank in the negotiations with contractors and the final selection of the contractor, preparation of five copies of contract documents for all trades including drawings, specification etc. for execution of the contracts.

(e) Preparation and issuance of detailed working drawings minimum 3 sets to the contractor well in advance so that work is not held up at any point of time for want of the drawings/details. 2 sets of such drawings will have to be issued to Bank for their records.



### III CONSTRUCTION STAGE (Execution Stage): -

- (a) Assume full responsibility of supervision of the works and to ensure that the works executed by the contractors are as per contract.
- (b) Assist the contractor to prepare a works progress schedule.
- (c) Supply the contractor such further drawings, specifications and details which may be required for proper execution of the work.
- (d) Check and approve the quality of all materials and obtain approval of the Bank where ever insisted by the Bank.
- (e) Obtain Bank's prior approval for any substitution, omission, addition or deviation in design or cost or the working drawings or schedule and specifications or item of work from the approved scheme/contract by working out financial benefit, if any, to the contractor, if total cost of all such exceeds Rs.10,000/-.
- (f) Attend meeting at site or Bank's Administrative office at , Canara Bank Circle Office, Mangaluru - 575001 related to the construction works whenever necessary and called by the Bank.
- (g) Advising Bank and contractor sufficiently in advance to enable him to get permits, quota certificates, licenses and foreign exchange, if required.
- (h) Check and approve shop drawings submitted by the contractor.
- (i) Have effective control over quantities and cost of various trades, advise Bank sufficiently in advance with justification if the total of sanctioned expenditure on various item of work is likely to be exceeded. Advise the bank on the cost implications on any changes in the contract.
- (j) Advise Bank if the contract time is likely to be varied and reasons thereof.
- (k) Advise Bank on changes, if necessary, for technical reasons.
- (l) Submit fortnightly progress report to the Bank till completion of all the works and handing over of possession of the building to the bank.
- (m) 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".
- (n) To ensure that progress on every contract is in accordance with the appropriate stage of its Time and Progress Chart. The effective communication between various agencies/vendors contractors will have to be ensured by the consultant. The problems/ hindrances/ bottlenecks need to be sorted out/ removed by arranging site meetings of all concerned including Canara Bank and record of such meetings, decisions taken etc. need to be maintained in a chronological manner kept in a separate register.



**GENERAL ADMINISTRATION SECTION, CIRCLE OFFICE, MANGALURU**

- (o) Check contractor's application for payment, evaluation of work completed for interim and final payments and issuing certificates for authorizing payment. Such certificates shall show details of quantities of various items of work which shall be checked by the Consultant in each running bill and certified, abstract of quantities, rates and costs and shall indicate separately advances of materials, if any, or any other advances, recoveries of advances, recoveries of materials used and issued with theoretical consumption and actual consumption of cement and steel etc. for each bill, gross and net amounts payable and shall be specifically certified by the Consultant about its correctness and that the work included for payment is as per the contract, approved drawings and specifications. The Consultant shall check the measurements for each item of the works. The Consultant shall issue such certificates on the understanding that he shall be held personally responsible for any over-payment, temporary or otherwise, which may occur in consequence thereof or any defective work.
- (p) Certify accounts of work.
- (q) Certify the final bills of the contractors verifying the compliance of all the contract terms with justification for variations.
- (r) Certify the final completion of work
- (s) Ensure that the contractor executes the works by observing all the safety rules.
- (t) Ensure implementation of labour laws of Central/ State Government by themselves as well as by the contractors. Ensuring that the contractor observes laws pertaining to labour and wages paid are not less than the minimum stipulated.
- (u) Ensuring that the contractor has taken out the requisite insurance policies to cover workmen under the Workmen's Compensation Act, loss/damage caused by accidental collapse/fire/earthquake (as applicable) to partially constructed work, materials and plant at site and against claims (third parties) for injury/damage.

**IV COMPLETION STAGE:**

- (a) Assist the Bank in arbitration, litigation case, Inspection by internal and external authorities that may arise out of the contract entered into in respect of the above work.
- (b) Preparation of 'As built' drawings including those for All services, structural details etc., indicating the details of the building, identification marks as completed and supply Two copy of completion drawings in A-1 size mounted on cloth papers and soft copy of the completion drawing in the form of a CD shall also be submitted.
- (c) During the defects liability period carrying out periodical inspection along with representatives of Bank & contractor, preparation of the list of defects list and arrange for its rectification from contractor.

**V. CONSTRUCTION MANAGEMENT STAGE:-**

Provide one full time ON-SITE site engineer for site supervision and inspection of the works. The Consultant shall employ experienced and qualified site Engineer at site to ensure that the Contractor executes the works strictly in accordance with the contract, working drawings, specifications and as per time plan. The duties, responsibilities & powers of site Engineer are as detailed below under clause (VI). The Consultant shall furnish the details of credentials of

the site engineers to prove the academic & experience records of the site engineer engaged by him to Bank, for prior approval of the bank.

## **VI. SITE ENGINEER RESPONSIBILITIES, DUTIES & POWERS**

The word “competent authority” used in this clause shall mean Consultant.

### (A) ROLES AND RESPONSIBILITIES

The Site Engineer is responsible for the following:

- i. Obtaining working drawings from the Consultants and implementing the same after getting them approved by the competent authority.
- ii. Ensuring that architectural/structural/working and other details are made available at the site before the need for them arises.
- iii. Ensuring that samples of building materials used in construction, workmanship, finishes and fittings are approved by the Competent authority and that their display and safe custody at site are arranged.
- iv. Ensuring that the work progresses smoothly bottlenecks anticipated and effectively removed with the aim of successfully completing the project within the time schedule.
- v. Coordinate the works of general building contractor or an appropriate work agency engaged in works.
- vi. Ensuring that decisions on various aspects in connection with site works are obtained from 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.
- vii. 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.
- viii. Ensuring that floors under construction are not overloaded with stacks of material or plant.
- ix. 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.
- x. Ensuring that partially constructed work is cased in or protected from damage.
- xi. Keeping the Bank informed of the site events once a week.
- xii. Maintaining good and healthy relations with and between the various contractors/agencies working at site.
- xiii. Ensuring that all operations are carried out with complete safety to life and property.
- xiv. Maintaining safe custody of site records and office equipments.

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- xv. **Supervise** the works to ensure that the works executed by the contractors are as per contract.

(B) DUTIES OF SITE ENGINEER

The duties of the Site Engineer are as follows:

- i} To make a thorough study of contract documents, 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.
- ii} To render a certificate to the Competent Authority to the effect that he has studied the contract documents, drawings and specifications.
- iii} To approve the centre-line layout of building pegged out on site by the contractor and the benches for ground floor and other levels.
- iv} 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.
- v} To approve the foundation strata when the appropriate depth of excavation is reached in consultation with the consultants.
- vi} 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.
- vii} To watch the validity of the permission issued by the Local Authority and to ensure that the revalidation, if necessary, is obtained well in time.
- viii} To carryout periodical reconciliation of cement and steel account and ensure that prompt recoveries are effected from contractor's running account bills.

Obtain the invoices for the receipt of the important materials including steel, cement, tiles, fittings etc.

(ix) Maintain the under noted records at the site of work:

- 1. Daily Progress Record.
- 2. Site Order Book
- 3. Instruction by Bank's Officers.
- 4. Materials receipt register.
- 5. Concrete Cube Test Register.
- 6. Test Registers of materials.
- 7. Register of Drawings and Working details.
- 8. Log Book of Defects.
- 9. Hindrance Register giving details of commencement and removal of each hindrance.
- 10. Dismantled Materials Accounts Register.
- 11. Record of cement used/received: Day to day record of cement used/received shall be entered in the register as per Bank's Proforma and signed by the Site Engineer of the Bank as well as contractors' representative at site.

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12. Record of reinforcement bars received at site: Necessary entry for reinforcement bars of each category shall be made in the register for steel as per Bank's Proforma and signed by the site engineer of Bank and the contractor daily.

- (x) To record measurements of completed work jointly with the contractor, record measurement of all concealed items before concealing, take pre-measurement of items of dismantling and to process them in running account bills and maintain safe custody of the measurements books.
- xi} To receive running account bills from the contractor and to forward them after checking, to the Competent Authority with his comments and recommendations and accompanied by all supporting documents.
- xiii} To submit the Progress Report fortnightly to the Competent Authority.
- xvi} To prevent contractor from proceeding with any work on which the contractor has got intentions of raising claims of extra/deviated items, until the Competent Authority approve the work to continue.
- xvii} To receive the Final Bill from the contractor, to check it, and forward it with his comments and recommendations to the Competent Authority with all the supporting documents duly attached.
- xviii} To submit the final summary of costs for the project to the Competent Authority.
- xix} To submit to the Competent Authority authentic information on and the under noted records pertaining to the completed work in order to enable the Competent Authority to finalise them in the due course.
  - (a) Record i.e., as completed drawings.
  - (b) Record of Standard Measurements for periodical services.
  - (c) Inventory of fittings and fixtures.

(C) POWERS OF SITE ENGINEER

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

- i} To give direction to the contractor on construction of pillars for centre-lines of layout and benches for ground floor level.
- ii} 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.
- iii} To caution the contractor for work carried out in the absence of supervision.
- iv} To issue notice to the contractor to suspend work during inclement weather and in circumstances where working would be dangerous to life and property.
- v} To submit samples of cement and any other materials for testing, when necessary, to an approved laboratory.

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- vi} To take concrete Test Cubes from concreting for RCC work and samples of materials forward them for testing to an approved laboratory.
- vii} To prevent overloading of floors of building under construction and to take appropriate steps for support.
- viii} To intimate to the contractor that he intends to measure up the work.
- ix} 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 Consultants.
- x} To certify expenses incurred by the Bank for rectification of contractor's defective work, when the later defaults in doing so, and recovering the same from the contractor's bill.

## **7. ASSOCIATE CONSULTANTS**

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

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

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

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

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

## **8. CONSULTANCY AND CONSTRUCTION MANAGEMENT FEE**

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

The Consultancy and Construction management services fees shall be calculated as percentage quoted (in Proforma-F) based on Block estimate or the actual cost of works whichever is less.

The fees quoted by the consultant shall be inclusive of fees payable by the Consultant to their associate consultants, site engineers salary during the execution of the works and other incidental expenses, nothing extra shall be payable by the Bank except the cost of soil investigation (if necessary) which shall be reimbursed by the Bank based on the production of the bills of the agencies.

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

Consultant's fee is also inclusive of responsibilities of carrying out modifications, additions in approved designs and drawings, if any, required during execution of work due to site conditions or any other reason.

The fee quoted should include all the services detailed in clause (6) and Bank shall pay only statutory payments to be made to the statutory/local authorities against demand from of such authorities or reimburse the same to the Architect on production of receipts paid in the name of the bank. The bank may make payments directly to the statutory authorities on demand or on production of receipts towards application fee, deposits and service charges etc. issued by statutory authorities. The fees quoted should include all the above services and it shall also include all miscellaneous and incidental expenses to be incurred for getting approval, NOC's.

The fee quoted should include all the services detailed above and all miscellaneous, incidental expenses (like TA, DA, Halting etc) and compliance of the conditions detailed in this NIO. No extra amount is payable.

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

All running / stage Payments made to Consultant are on account and shall be adjusted against final fee payable. The running / stage payments will be calculated on the basis of the latest available estimates or accepted tendered cost. The final installment of the fees shall be adjusted on the basis of the actual cost of the works subject to the ceiling after deducting the previous payments. For claiming the payment Consultant shall submit necessary bills in duplicate. Payments due to Consultant will be made within one month of submission of bills of the corresponding stage subject satisfactory performance.

The Consultancy fee quoted is inclusive of and extension of time permitted for the works or delay in completion of the works by the contractors.

The duration of payment of Construction management fees shall be based on the actual period of execution. In case of absence of the site engineer, no construction management fee shall be paid for the period of absence.

**8. STAGES OF PAYMENT OF FEE:**

9.

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

Sl. No:	Stages	Percentage of Total fee payable
01	On satisfactory completion of Planning & design & Drawing stage ie all items item 6 I (a, b, c, d,e) based on the estimated cost	10 %
02	On satisfactory completion of item 6 II (a) of the Estimate & Tendering stage	15 %
03	On satisfactory completion of item 6 II (b) of the Estimate & Tendering stage.	15 %



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04	On satisfactory completion of item 6 II (c) of the Estimate & Tendering stage	5 %
05	On satisfactory completion of item 6 II (d & e) of the Estimate & Tendering stage	10 %
06	Construction stage - On commencement of works by contractors in proportion to the certified value of the bills of the contractors.	40%
07	On satisfactory completion of item 6 IV (a), (b) of the Completion stage	5 %

#### 10. COST OF WORKS:

The cost of work for the purpose of working out of fees shall be the actual cost of works or estimated cost whichever is less subject to ceiling and shall exclude the following:-

- (a) Cost towards the approval / NOC's from statutory authorities.
- (b) Cost of any fittings and fixtures which are not designed, planned and supervised by the Consultant such as light fittings, fans, Geysers etc.,
- (c) Any in fructuous expenditure as a result of demolition etc., ordered by the Consultant and cost of any rejected work.
- (d) Contingent expenditure like press advertisement, publicity, cost of tender documents etc.,
- (e) Escalation in the cost of work due to increase in rates of materials and labour after award of work.
- (f) Any deviation in the items of work not authorised by the Bank prior to its execution.
- (g) credit received for the salvable items due to demolition of the old structure

In computing the cost of the work for computing the 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.

#### 11. SECURITY DEPOSIT:

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

#### 12. ADDITIONS AND ALTERATIONS:

- (i) The Bank shall have the right to request in writing changes, additions, modifications or deletions in the design and drawing of any part of the work and to request in writing additional work in connection there with and the Consultant shall comply with such request provide necessary services for completion of such works.
- (ii) That if the Bank deviates substantially from the original scheme which involves for its proper execution extra services, expenses and extra labour on the part of the Consultant for making changes and additions to the drawings, specifications and other documents due to rendering major part of whole of his work in fructuous, the Consultant may then be compensated for such extra services and expenses on quantum merit basis at percentages applicable under this contract and to be determined mutually unless such changes, alteration are due to Consultant own omission and / or discrepancies. The decision of the Bank shall be final on whether the deviations and additions are substantial as requiring any compensation to be paid

to the Consultant. However for the minor modification or alteration which does not affect the entire design, planning etc., no such amount will be payable.

- (iii) If it is found after call of tenders that the tender is not within the sanctioned amount, the Consultant shall if so desired by the Bank take steps to carry out the necessary modifications in the design and specifications to see that the tendered cost does not exceed the amount of corresponding sanction by more than 10%. The Consultant shall not be paid anything extra for such modification. If the Bank is convinced that the trend of market rates is such that the work cannot be done within the amount of sanctioned estimate, the Consultant shall submit a revised estimate expeditiously for obtaining sanction of the competent authority.
- (iv) The Consultant shall not make any material deviation, alteration, additions to or omission from the work shown and described in the contract documents except for structural safety and emergencies, without first obtaining the written consent of the Bank.
- (v) The Consultant shall also prepare the necessary draft letters for any major changes for Banks approval and execution in accordance with the contract documents and shall have authority to order minor changes in the work not involving any adjustment of the contract sum or any adjustment in contract time and which is not inconsistent with the terms of contract documents.
- (vi) All extra items, omissions deviations and substituted items and their proposed rates shall be brought by the Consultant to the notice of the Bank and supported by analysis of rates, statement of financial benefit, if any, to the contractor and Banks approval shall be obtained before authorizing the contractor to execute them, except up to the total cost of Rs. 10,000/- where it is expedient to take such decisions and get them ratified by the Bank.
- (vii) The cost of individual works shall not exceed the sanctioned estimate as approved by the Bank. Bank's approval in advance shall be taken for any such increase anticipated giving full justification.

### **13. TIME SCHEDULE ::**

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

- a. Completion of various services mentioned in clause 6 I (a, b, c, d, e, f & g) within 30 days from the date of receipt of acceptance letter.
- b. Completion of various services mentioned in clause 6 II (a, b) within 14 days after approval for 6I.
- c. Completion of services mentioned in clause 6 II (c) within 21 days after obtaining after approval for 6 I.
- d. Completion of services mentioned in clause 6 II (d) within 7 days from the date of opening of the tenders.
- e. During the construction the services under 6 III (a) to (u) and any clarifications shall be attended and cleared within 5 days unless permitted by the Bank. All the running bills of the contractors shall be certified within 7 days from the date of receipt of bills.
- f. Completion of services as mentioned in 6 IV (b) within 15 days after completion of the works by contractor.
- g. Assistance in assessment arbitration and Inspection as mentioned in clause 6 IV (a, c) and 22 (a, i) whenever required.



#### **14. NUMBER OF DRAWINGS SETS ETC. AND COPYRIGHT:**

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

- i) All such drawings and copies as are required to be submitted to the local authorities for approval of drawings and for sanctioning all service connections, including all drawings required for resubmissions incorporating any changes or amendments required by such authorities.
- ii) One set of all drawings for the Site engineer.
- iii) One set of all drawings for all other Consultants whether employed by the Consultants or the Bank.
- iv) If any changes are made in the drawings already issued, whether by the Consultant or as required by the Bank, additional copies of drawings as mentioned in (ii) to (iv) above, shall be issued.

Cost of supplying copies of drawings over and above the above sets shall be reimbursed by the Bank.

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

#### **15. LIQUIDATED DAMAGES:**

The time allowed for carrying out the work as specified in clause-15, shall be deemed to be the essence of the contract on the part of the Consultant. The work shall throughout the stipulated period of the contract be processed with all diligence and in the event of failure of the Consultant to complete their services/ work within time schedule as specified above or subsequently notified to him, the Consultant shall pay as compensation amount equal to 0.5 (half) per cent or such smaller amount as the Bank may decide on the total fee payable for every week that the services/work remains unfinished after the specified date subject to a maximum of 10%. The delays at each stage shall be totaled to arrive at the cumulative delay. The cumulative delays solely attributable to the Consultant (including his associates shall be considered while arriving at the delay.

#### **16. EXTENSION OF TIME:**

If the Consultant's work is unavoidably hindered in carrying out the designs / drawings on account of delayed decision or the approval by the Bank which are necessary to carry out further work beyond the time specified under clause-15 above, he shall be allowed suitable extension of time by Bank, whose decision shall be final and binding on the Consultant. No claim of any kind shall be entertained from the Consultant for such delayed approvals/decisions by the Bank, except request for suitable extension of time.

## **17. GUARANTEE:**

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

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

## **18. RESTRICTION/SUSPENSION:**

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

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

## **19. TERMINATION OR RECESSION OF AGREEMENT:**

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

1. If the Consultant being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a (Manager on behalf of the creditor shall be appointed or if circumstances shall arises which entitle the court or the creditor to appoint a receiver or Manager or which entitles the court to make up a winding order.

If the Consultant is not pursuing the project with due diligence within the time lines committed or commits breach of any of the terms of the contract and when the Consultant has made himself liable for action under any of the cases aforesaid the Bank shall have powers:

- To determine or rescind the contract
- To engage another Consultant to carry out the balance work debiting the Consultant the excess amount if any so spent.

In the event of the termination of the contract by the Bank the Consultant shall not be entitled to any compensation or damages by reason of such termination, but only to the fees for the service actually rendered, which have been duly approved by the Bank. The decision of the Bank as regards the actual work/ service done and the amount of the fees due to the Consultant on the basis of actual service /work done shall be final and binding on the Consultant .The Bank shall be entitled to make use of all or any drawing(s), designs or other documents prepared by the Consultant .

The Consultant shall promptly notify the Bank of any change in the constitution of his firm. It shall be open to the Bank to terminate the Contract on the death, retirement, insanity or insolvency of any person being Director in the said firm, or on the addition or introduction of a new Director. But until its termination by the Bank as foresaid, this contract shall continue to be in full force and effect, notwithstanding any changes in the constitution of the firm by

death, retirement, insanity or insolvency of any of its Director or addition or introduction of any new Director. In case of death or retirement, the surviving or remaining Directors of the

firm shall be jointly and severally liable for the due and satisfactory performance and for compliance of all the terms and condition of this contract.

## **20.ABANDONMENT OF WORK:**

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

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

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

## **21.ARBITRATION**

That if any dispute, difference or question shall at any time arise between the parties in respect of the meaning or construction of this contract, or covering anything therein contained or arising out of this contract, or the validity of the enforcement thereof which cannot be settled mutually, shall within 30 days ( or such longer period as may be mutually, agreed upon) from the date one party informs the other in writing that such dispute or disputes or discontract exists, be referred to sole arbitration by a person selected by the Consultant out of the panel of three names supplied by the Bank and appointed by THE GENERAL MANAGER, CIRCLE OFFICE within 30 days from such selection by the Consultant.

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

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

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

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

## 22. OTHER CONDITIONS

- a) The Bank may have the details & designs submitted by the Consultant inspected at any time by any officer nominated by the Bank / any external agency who shall be at liberty to examine the records check estimates, structural designs, drawings, works etc. The above inspections by bank, does not absolve the Consultant of his responsibility. The Consultant shall remain solely responsible for all the services rendered by him.
- b) Green building features to the extent possible shall also be incorporated in the design of the buildings.
- c) Consultant shall ensure timely flow of working drawing / instructions. He shall ensure that there is no delay in the execution of work on account of supply of design, drawings and details.
- d) Rendering every assistance, guidance and advice in general to the BANK on any matter concerning the technical aspects of the projects.
- e) The Consultant shall be fully responsible for all the services including the technical soundness of the designs.
- f) All instructions to the contractor affecting the rules and provisions of contract shall be issued by the Consultant in writing after obtaining proper approval in writing of the Bank and copies of such instructions shall simultaneously be supplied to the Bank.
- g) The Consultant shall be required to maintain his own accounts for certifying the contractor's bill and progress of work etc. These shall be properly handed over to the Bank before final payment under this contract.
- h) The Consultant hereby agrees that the fees to be paid as provided herein (clause 10) will be in full discharge of function to be performed by him and no claim whatsoever shall be against the Bank in respect of any proprietary rights or copy rights on the part of any other party relating to the plans and drawings. The Consultant shall indemnify and keep indemnified the Bank against any such claims and against all cost and expenses paid by the Bank in defending itself against such claims.
- i) Notwithstanding the completion of the work as per Contract entered hereto, the Consultant agrees and undertakes the responsibility to suitably reply to the Bank's queries that may be raised by any authorised inspection agency of the Bank or the Government of India like CVC or any other departments .
- j) In case it is established that due to fault of Project Consultant or external agencies / consultant appointed by the Consultant, if the Bank has to pay any extra amount due to over-run of the Project, or any other lapse on the part of project Consultant necessary recovery may be effected from the Project Consultant/Consultant's fees as per provision of Section 73 of Indian Contract Act 1872 under section 30 of Consultants Act 1972 (Central Act No.20 of 1972) and/or project Consultant/Consultant may be debarred from employment for specified period and/or black listed depending on gravity of the lapses on the Project Consultant.
- k) If work carried out by the Project Consultant or consultants appointed by Consultant is found to be sub-standard or un-duly delayed on his account, the bank shall report to Indian Bank Association (IBA) & Andhra Pradesh Public Works Department, the misbehavior of the Project

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Consultant and IBA in turn may inform all the member banks, after examining veracity of the Bank's version, not to deal with such Project Consultant by way of punishment to him.

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

For and on behalf of the  
CANARA BANK

IN THE PRESENCE OF::

1.

2.

NAME & SIGNATURE OF PROJECT ARCHITECT :

**F. BIO-DATA FORMAT**

<b>Name of work:</b> Selection of Project Architect for Construction Of Branch Building At Door No. 5-61, Gurupura Branch, Manibettu Road, Mangaluru Taluk, Karnataka - 574 145
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1. Name of the Consultant :

Address :

Telephone No.

Office :

Mobile :

Fax :

E-Mail :

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

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

I)

II)

c) Year of establishment :

**GENERAL ADMINISTRATION SECTION, CIRCLE OFFICE, MANGALURU**

**3. Registration with Tax Authorities :**

a) Income-tax No. PAN NO :

(Furnish copies of Income-tax returns)

b) GST Regn Number :

(Furnish the latest copies of the returns filed)

**4. Details of the works executed ( please mention only such works relevant to **eligibility criteria** (II) )**

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

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

**Note:** Copies of orders or satisfactory completion certificate from the client's shall be enclosed as per eligibility criteria (II). The photo images of these works shall be enclosed.

**5. Key personnel permanently employed in your organization:**

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

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

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

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

**D**

### DECLARATION

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

Place :  
Date :

NAME & SIGNATURE  
OF THE PROJECT ARCHITECT



PROFORMA - A

**Name of work:** Selection of Project Architect for Construction Of Branch Building At Door No. 5-61, Gurupura Branch, Manibettu Road, Mangaluru Taluk, Karnataka - 574 145

**Details List of relatives working in Canara bank:**

NAME OF THE OFFICIAL	DESIGNATION	ADDRESS OF THE OFFICE / BRANCH

Name & Signature of Project Architect

PROFORMA - B

Authorisation letter

To,

The Assistant General Manager,  
Premises & Estate Section,  
Circle Office, Canara Bank,  
Mangaluru - 575 001

<b>Name of work:</b> Selection of Project Architect for Construction Of Branch Building At Door No. 5-61, Gurupura Branch, Manibettu Road, Mangaluru Taluk, Karnataka - 574 145
---

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

The specimen signature is attested below:

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

\_\_\_\_\_  
Signature of Authorizing Authority

\_\_\_\_\_  
Signature of Attesting Authority of the Project Architect

\_\_\_\_\_  
Name of Authorizing Authority  
of the Project Architect

PROFORMA - C

To,

The Assistant General  
Manager,  
Premises & Estate Section,  
Circle Office, Canara Bank,  
Mangaluru - 575 001

<b>Name of work:</b> Selection of Project Architect for Construction Of Branch Building At Door No. 5-61, Gurupura Branch, Manibettu Road, Mangaluru Taluk, Karnataka - 574 145
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**:: CONFIRMATION FOR ACCEPTANCE OF THE TERMS & CONDITIONS::**

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

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

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

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

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

DATE:

Signature of the Project Architect

PROFORMA D

AGREEMENT FORMAT

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

WHEREAS the Bank is desirous of undertaking \_\_\_\_\_ Name of work \_\_\_\_\_ in accordance with the general requirements, and whereas the Consultant have agreed to perform the services as set out and subject to the terms and conditions set forth in the said “**Conditions of contract** ” of document herein under.

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

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

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

For and on behalf of

For and on behalf of the

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

CANARA BANK

In the presence of:

1.

2.

PROFORMA E  
Undertaking letter

To,

The Assistant General Manager,  
Premises & Estate Section,  
Circle Office, Canara Bank,  
Mangaluru - 575 001

<b>Name of work:</b> Selection of Project Architect for Construction Of Branch Building At Door No. 5-61, Gurupura Branch, Manibettu Road, Mangaluru Taluk, Karnataka - 574 145
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Dear Sir,

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

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

Signature & Name of the Project Architect

PROFORMA - F

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

**“FINANCIAL BID - FEE STRUCTURE”**

To,

The Assistant General Manager,  
Premises & Estate Section,  
Circle Office, Canara Bank,  
Mangaluru - 575 001

<b>Name of work:</b> Selection of Project Architect for Construction Of Branch Building At Door No. 5-61, Gurupura Branch, Manibettu Road, Mangaluru Taluk, Karnataka - 574 145
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This is with reference to your Notice Inviting offers for selection of Consultant for the above mentioned works project.

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

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

**1. Consultancy fees as per clause 5(a) & 8 of the “Conditions of Contract” :**

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

& in words: ..... Percentage

**2. Construction Management fees as per clause 5(b) & 8 of the “Conditions of Contract” :**

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

& in words: ..... Percentage

The above fee is exclusive of GST which is payable extra by the Bank.

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

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

Date:

Place:

Signature & seal of the Project Architect

PROFORMA - G

To,  
The Assistant General Manager,  
Premises & Estate Section,  
Circle Office, Canara Bank,  
Mangaluru - 575 001

<b>Name of work:</b> Selection of Project Architect for Construction Of Branch Building At Door No. 5-61, Gurupura Branch, Manibettu Road, Mangaluru Taluk, Karnataka - 574 145
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(DECLARATION TO BE SUBMITTED ON LETTER HEAD OF THE BIDDER)

Ref: \_\_\_\_\_

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

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

Dated:

Name & Signature of the Project Architect

LIST OF DOCUMENTS ATTACHED

**LIST OF DOCUMENTS/ CERTIFICATES/ ANNEXURES ATTACHED:**

(To be filled by Applicants)

[illegible]