

Tender for Consultancy and Conducting of Structural Audit, Non- Destructive Test at NABARD Staff Quarters, Jaipur



Part I PRE QUALIFICATION BID FOR SUBMISSION IN FIRST ENVELOPE

Date of issue of tender document	25 October 2017
Pre Bid Meeting with bidders	15:00 hrs. on 03 November 2017
Due date and time for submission of tender	15:00 hrs. on 20 November 2017
Date and time of opening technical bids	15:30 hrs. on 21 November

Note: Any PQ bid with incomplete information will be rejected

Signature of the Consultant
or Authorized Signatory

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PRE-QUALIFICATION BID NOTICE

NABARD invites applications under “Two Bid System” on prescribed forms for the under noted works from reputed Consultancy Firms/Companies engaged in conducting structural audit, Non-destructive testing of structures & allied works of multi- storied buildings.

Name of work	Consultancy and conducting of Structural Audit, Non Destructive Test of NABARD Staff Quarter Buildings in JAIPUR
Estimated cost	Rs.8.76 Lakh
Earnest Money	Rs.17500.00
Last date and time of submission of Tender	Upto 15.00 Hrs on 20 November 2017 in the office of the Chief General Manager, NABARD, 3, Nehru Place, Tonk Road, Jaipur
Date from which Tender documents will be available	25 October 2017 to 20 November 2017 upto 13.00 hrs. and could be downloaded from www.nabard.org

Minimum Eligibility Criteria: The Firm/Company:-

1. Should have at least 5 years of experience in the field of Consultancy and conducting of Structural Audit, NDT of various Buildings. Should have services of Licensed Structural Engineer registered with appropriate authority.
2. Should have successfully completed in last 5 Financial Years, at least three works in the field of Consultancy for Structural Audit of various Buildings including conducting NDT, preparation of BOQ with estimates, drawings/ specifications based on NDT for reputed organizations. Each consultancy work order inclusive of NDT work should be as follows: Minimum 1 work of Rs. 7.00 lakh OR minimum 2 works of Rs. 4.38 lakh or above OR minimum three works of Rs. 3.50 lakh or above
3. Completion certificate issued by the client should be enclosed.
4. Should submit audited balance sheets / P&L account and Income Tax Return certificates for the last 3 financial years.

NOTE: The Technical / PQ bid and Financial Bid should be put in separate envelopes superscripted as PQ bid and financial bid respectively and sealed.

The Financial Bid of only those who qualify in terms of eligibility criteria will be opened.

BROAD SCOPE OF CONSULTANCY WORK

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 will be conducted and if necessary Ultrasonic Pulse Velocity test, Half Cell Potential test, carbonation depth test, core test, chemical test etc. will be conducted, 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), if structural repairs are required.
6. Obtaining necessary permission from appropriate Municipal or Statutory Authority etc. as per requirement or if needed.
7. Preparation of tender documents, drawings (main & working) etc., for proposed structural repairs/ restoration, rectification work. Evaluation of bids and recommendations.
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 NABARD 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. 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. Assistance for Pre-qualification of tenderer (Bidders).
- v. Assistance for Short-listing of qualified Bidders.
- vi. Preparation of Tender Documents.
- vii. Assistance for scrutiny of tenders & comparative statement.
- viii. Project planning, Bar-chart, progress report, alternate arrangement for support system, safety etc.

C. DURING REPAIR (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.

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

INSTRUCTIONS TO THE PQ BIDDER

1. All PQ bid papers annexed along with the “**Technical/PQ Bid**” document should be **serially numbered on the top right hand corner** of every page.
2. All pages of the PQ/Technical bid document should be duly signed and stamped by the authorised signatory of the applicant. The applicant should submit all requisite documents in support of information furnished in the Technical/PQ Bid document and should be attested by an authority competent to attest the documents. Failure to attach attested copies may lead to disqualification of the bidder.
3. Tenders should be on the specified form (Non-transferable) which may be either downloaded from our website www.nabard.org or collected from under-mentioned address till 20 November 2017 and submit the completed document along with necessary papers in prescribed proforma **on or before 21 November 2017 by 15.00 hrs.** to, Chief General Manager, NABARD, 3, Nehru Place, Jaipur. Tenders should be submitted super-scribed with the name of the work, date and time of opening on the envelope. will be opened on **21 November 2017 at 15.30 hrs** in the presence of bidders who choose to be present.
4. The employer (NABARD) does not bind itself to accept the lowest or any TENDER, and NABARD reserves its right of accepting the whole or any part of the TENDER and the Bidder shall be bound to perform the same at the rate quoted.
5. **Technical/PQ bid and the Financial bid should be enclosed in separate sealed envelope, super scribing Technical/PQ bid and Financial bid respectively thereon, The above said two sealed envelopes shall be put in a third sealed envelope super scribing “ Bids for Structural Auditing work” and deposited in the tender box allotted for the purpose.**
6. The Bidder will not be permitted to quote for works in NABARD where a relative is posted.
7. TENDER submitted shall remain valid for 120 days from the date of opening for the purpose of acceptance and award of work, validity beyond 120 days from the date of opening shall be by mutual consent.

8. The Bidder shall quote rates both in figures and words. On check if there are differences between the rates quoted by the Bidder in words and in figures, the rates in words will be considered as final.
9. Before quoting, the Bidder shall inspect the site, to fully acquaint himself about the condition in regard to accessibility of the site, working condition of site and locality including installations of tools and plants (T&P) etc., conditions affecting accommodations and movement of personnel etc. required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the Employer in any circumstances.
10. Except writing rates and amounts, the Bidder should not write any conditions or make any changes, additions, alterations and modifications in the printed form of Tenders. No conditional rebate will be accepted.
11. Bidder should attach required proofs (Photocopies) for the eligibility in support of works of similar nature, for a minimum value as indicated in Technical Bid should also be submitted.
12. All tender paper annexed along with the "Bid" should be serially numbered on the top right hand corner of every page. All pages of the tender document should be duly signed and stamped by the authorized signatory of the applicant. The tender document should be submitted in original. Tender document not submitted in original will be treated as invalid and rejected. The applicant should submit complete set of documents in support of information furnished in the Bid document.
13. **"JVs/ Consortiums/ MOUs shall not be considered."**
14. Canvassing in connection with the Tenders is prohibited and the Tenders submitted by the consultant who resorts to canvassing are liable for rejection.
15. The Audit reports in hard copy should be submitted in triplicate in hard as well as soft form.
16. As all the buildings are old, NABARD may not be able to provide all DATA, Drawings & Documents related to the buildings. However the data available with us shall be made available to the consultant. All the necessary works related to the Job component shall be under the scope of the party.

GENERAL CONDITIONS OF CONTRACT

Definitions

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

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

- 1.1 **“NABARD / Employer / Board”** means NABARD having its Registered & Corporate Office at C-24, G Block, BKC, Bandra East, Mumbai 400 051 and includes its representatives, successors and assigns.
- 1.2 **“Corporate Office”** means the Corporate Office of NABARD and includes any other offices as prescribed by NABARD from time to time for that purpose.
- 1.3 **“Sanctioning Authority”** means authority nominated to exercise power of approval, sanction and acceptance concerning administrative, financial and technical aspects of transactions done on behalf of NABARD.
- 1.4 **“Employer”** means NABARD and includes its representatives, successors and assigns.
- 1.5 **“Bank’s Representative”** means Representative appointed by the Employer as their representative to give instructions and supervise the work of the consultant at site.
- 1.6 **“The Consultant or Consultants”** means the firm or agency or individual engaged by the Employer to execute the work. It shall also include their legal representative(s), successors or assigns.

- 1.7 **“Contract value”** means the value of the entire work as stipulated in the work order conveying acceptance of the tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.
- 1.8 **“Tendered value”** means the value of the entire work as stipulated in the work order.
- 1.9 **“Works” or “Work”** means the consultancy work described in the “Scope of Work” and/or to be executed in accordance with the contract and includes materials, apparatus, equipment, temporary supports, fittings and things of all kinds to be provided, the obligations of the consultant hereunder and work to be done by the consultant under the contract.
- 1.10 **“The Site”** means the premises, into or through which work is to be executed under the contract or any adjacent premises, which may be allotted or used for the purpose of carrying out the contract.
- 1.11 **“Drawings”** means the drawings prepared by Consultant/NABARD and issued to the Bank’s Representative and referred to in the specifications and any modifications of such drawings as may be issued by the Consultant/Employer / Bank’s Representative from time to time.
- 1.12 **“Specifications”** means the specifications referred to in the tender and any modifications thereof as may be furnished or approved by the Employer time to time.
- 1.13 **“Market Rate”** means the rate as decided by the Employer on the recommendations of Bank’s Representative based on the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned elsewhere to cover, all overheads and profits.
- 1.14 **“Schedule(s)” referred** to in these conditions mean the relevant schedule(s) annexed to the tender papers.
- 1.15 **“Local Controlling Authority”** means the Local Municipal Authority or any other appropriate statutory authority.
- 1.16 **“Month”** means calendar month.
- 1.17 **“Week”** means seven consecutive days.

1.18 “**Day**” means a calendar day beginning and ending at 00 Hrs and 24 hrs respectively.

2.0 Scope and performance

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

3.0 Work to be carried out

The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all Manpower, Materials, Tools, Plants, Tackles, Equipment and Transport which may be required in preparation of and for and in the full and entire execution and completion of the work.

4.0 Sufficiency of Tender

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

4.1 Scope of work: The consultant shall carry out complete and maintain the said work in every respect in strictly accordance with this contract and with the directions of and to the satisfaction of the Employer to be communicated through NABARD.

5.0 **Location of work:** The work will be carried at NABARD Staff Quarters, Malviya Nagar, Jaipur-302017

6.0 RATES FOR PAYMENT

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

- i. No price variation or escalation on any account whatsoever & the compensation for force majeure etc. shall be payable under the contract.
- ii. The rates for any item work not included in the (Schedule of items, Rates and quantities) and which the consultant may be called upon to do by NABARD shall be fixed by the supplementary written agreement between the consultant and NABARD before the particular item or items of work is/are executed.
- iii. Should there arise any items which may be necessary for the smooth completion of work but which does not appear in the Schedule of items, rates and Quantities

attached with Tender, items rate will be fixed by analysis of actual in puts of all types including labour and material.

- iv. Payment for the work done will be made to the consultant only when the formal agreement has been executed between the parties, and as per the Payment schedule,
- v. Payment schedule : Payment shall be made in stages as per the following schedule

Stage of payment	Completion of work by the agency
Stage I	Consultancy charges for preparation of building wise structural audit report which includes detailed survey, Non-destructive test results and Suggested remedial measures. Charges for preparation of Bill of quantities, item wise & detailed specification with cost estimate for building. All based on the visual inspection, NDT, assessment as per item 1, 2 and 3 of BoQ
Stage II	Charges for full time supervision required during the execution of the repair works at colony based on the structural audit report/detailed BOQ. The repairs will be taken up by NABARD as per their procedure
Stage III	To carry out final site visit after completion of repair works and issue a structural fitness certificate.

7.0 Discrepancies and Adjustment of Errors

Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Consultant from the execution of the whole or any part of the works.

8.0 Work Order

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

9.0 Contract document

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

10.0 Language

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

11.0 Security Deposit

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

i) 5% of amount against the bill.

The rate of recovery of security deposit shall be @5% of the bill amount till the full security deposit is recovered. All compensations or the other sums of money payable by the consultant under the terms of this contract may be deducted from his security deposit or from any sums which may be due to or may become due to the consultant by the Employer on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions, the consultant shall within 10 days make good in Demand Draft / Banker's cheque / Pay order of a Scheduled Bank endorsed in favour of NABARD, any sum or sums which may have been deducted from his security deposit.

The SD will be released on completion of repairs/restoration work, if required and after submission of completion report/final fitness certificate by the consultant.

12.0 Liquidated Damages

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

½ % of the contract amount per week subject to a maximum of 10% of the contract amount.

The amount of compensation may be adjusted or set off against any sum payable to the Consultant under this contract with the Employer.

12.0 Escalation

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

13.0 Ownership of drawings

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

14.0 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.

15.0 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.

16.0 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 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**) as specified elsewhere in the contract at his own cost. The policy shall be taken in joint names of the consultants and Employer.

17.0 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.

18.0 Consultant's superintendence

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

19.0 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 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.

20.0 Works to be measured

The Bank's Representative shall, except as otherwise provided, ascertain and determine by measurement the value in accordance with the contract.

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.

21.0 Certificate of payment

Payment on account of amount admissible shall be made on certification of the Bank's Representative to which the consultant is considered entitled by way of interim payment at such rates as decided by the Bank's Representative. The amount admissible shall be paid by 15th working day after the day of certification of the bill by the Bank's Representative 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.

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 Bank's Representative shall have power to withhold the certificate if the work or any part thereof is not carried out to their satisfaction.

NABARD shall deduct the 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.

22.0 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.

23.0 Work by other agencies

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

carried out in such manners not to impede the progress of the works included in the contract.

24.0 Dismantled material Employer property

The consultant shall treat all useful materials obtained during 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.

25.0 Maintenance of Registers

The consultant shall maintain the following registers at site of work and should produce the same for inspection of the Employer whenever desired by them.

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

The consultant shall maintain the record/ registers as required by local authorities / govt. from time to time.

26.0 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 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.

27.0 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.

28.0 Commencement of Works

The date of commencement of the work will be reckoned as 14 days 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 later.

29.0 Time for completion

Time is the essence of the contract and shall be strictly observed by the consultant. The entire work shall be completed within a period of **60 days** from the date of commencement of work. If required in the contract or as directed by the Employer, the consultant shall complete certain portions of work before completion of the entire work. However the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

30.0 Rate of progress

Should the rate of progress of the work or any part thereof be at any time be in the opinion of the Employer is slow, to ensure the completion of the whole of the work by the prescribed time or extended time for completion, the Employer shall thereupon take such steps as considered necessary by the Employer to expedite progress of work so as to complete the work by the prescribed time or extended time. Such communications from the Employer 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.

31.0 Extension of Time

31.1 If the work(s) be delayed by:

- Force majeure, or
- Abnormally bad weather, or
- Serious loss or damage by fire, or
- Civil commotion, location commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- 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 to proceed with the works.

31.2 Request for extension of time, to be eligible for consideration, shall be made by the consultant in writing within two days of the happening of the event causing delay. The Consultant may indicate in such a request the period for which extension is desired.

31.3 In any such case, the Employer on the basis of recommendations of Bank's Representative will give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Consultant by the Employer in writing,

within 3 days of the date of receipt of such request. Non application by the consultant for extension of time shall not be a bar for giving a fair and reasonable extension by the Employer and this shall be binding on the consultant.

32.0 Virtual Completion Certificate (VCC)

Soon after the completion of the work, the Consultant shall give notice of such completion to the Employer and within 3 days of the receipt of such notice, the Employer shall inspect the work and if there is no defect in the work, the Bank's Representative on behalf of the Employer shall furnish the consultant with a virtual completion certificate, otherwise a provisional virtual completion certificate of physical completion indicating defects (a) to be rectified by the consultant and / or (b) for which payment will be made at reduced rates, shall be issued.

On successful completion of entire works covered by the contract to the full satisfaction of the Employer, the consultant shall ensure that the following works are also completed to the satisfaction of the Employer.

- a) Clear the site of all scaffolding, wiring, pipes, and surplus materials
- b) Remove all rubbish, debris etc. from the site as required by the Employer.
- c) Shall put the Employer in undisputed custody and possession of the site.
- d) All defects/imperfections have been attended and rectified as pointed out by the Employer / Bank's Representative 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 Bank's Representative for virtual completion of the work. The Bank's Representative 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.

33.0 When Contract can be determined

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

34.0 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 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 .

35.0 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.

36.0 Cancellation of contract in full or part

If consultant:

- i. 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 ; or
- ii. 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 or
- iii. 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 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 to cancel the contract as a whole or only such items of work in default from the Contract.

The Bank's Representative shall on such cancellation by the Employer have powers to: take possession of the site and any materials etc. thereon; and / or carryout 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 Bank's Representative shall determine what 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 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 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 consultant would have been paid had he completed the works or part of the works, such benefit shall not accrue to the consultant.

37.0 Settlement of Disputes and Arbitration

37.1 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:

37.2 If the consultant considers any work demanded of his to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Bank's Representative 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 Bank's Representative in writing for written instruction or decision. Thereupon, the Bank's

Representative shall give his written instruction or decision within a period of one week from the receipt of the consultant's letter.

If the Bank's Representative 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 Bank's Representative, the consultant may within 7 days of the receipt of Bank's Representative's decision, appeal to the Employer who shall afford an opportunity to the consultant to be heard, if the letter 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.

37.3 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.

37.4 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.

37.5 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.

37.6 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.

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

37.8 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.

37.9 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.

37.10 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.

37.11 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 be received by the consultant within two days of posting of the letter by NABARD or delivered by hand immediately after receipt thereof by the consultant whichever is earlier. Further a letter signed by the officials of NABARD that the letter was posted to the consultant shall be conclusive.

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

37.13 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.

37.14 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.

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

38.0 Force Majeure

38.1 Neither consultant nor NABARD 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.

38.2 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.

38.3 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.

38.4 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.

39.0 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.

40.0 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 Bank's Representative 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 Bank's Representative, 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.

41.0 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. The consultant shall also report such accident immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

Signature of the Tenderer/s _____

Address _____

A. Detailed scope of the work

1. Conducting structural audit including detailed visual inspection and non-destructive test using digital rebound hammer in the buildings of staff quarters of NABARD located at JAIPUR .Buildings are G+3, RCC Framed structure.
2. To carry out following additional non-destructive tests

Sr. No.	Additional ND Tests	Approx. No. of locations	Remarks
1.	Ultrasonic Pulse Velocity Test	40 locations per building, if required	The type of tests, numbers and the test locations will be decided in consultation with Premises Dept. depending on visual inspection and Rebound hammer test results.
2.	Half Cell Potential Test for Corrosion mapping	18 locations per building, if required	
3.	Carbonation Depth Test	18 locations per building, if required	
4.	Core Test	4 locations per building, if required	

3. Submission of detailed report, which includes:
 - i. The findings from detailed visual inspection
 - ii. Non-destructive test results
 - iii. Suggested remedial measures
 - iv. Bill of quantities
4. Intermittent site visits during the execution of the repair works by the contractor
5. Site visit after completion of repair works and issue a structural fitness certificate.

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

Sr. No.	Description
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1.	To carry out detailed visual inspection and digital rebound hammer test
2.	To carry out additional Non Destructive Tests, if necessary a. Ultrasonic Pulse Velocity Test , b. Half Cell Potential Test, c. Carbonation Depth test, d. Core Test
3.	Consultancy charges for preparation of report which includes a. The findings from detailed visual inspection, b. Non-destructive test results c. Suggested remedial measures, d. Bill of Quantities
4.	Charges for site visits, supervision, measurement, certification, checking of works during the time of repairing/ rehabilitation work done by contractors
5.	To carry out site visit after completion of repair works and issue a structural fitness certificate

Item no. 4 includes charges towards hiring a vehicle for transportation, hiring labours and tools/tackles/equipment's required for testing, visit charges of Engineer and supporting staff, contingencies, etc.

The Consultant will have services of:

1. Licensed Structural Engineer (highest category) registered with APPROPRIATE AUTHORITY.
2. Trained and experienced surveyors.
3. Engineer to conduct Structural Audit as per the guidelines of the Indian Society of Structural Engineers.

Consultant will have:

- a. Methodology supported by exhaustive checklists and software
- b. Detailed report along with documentation of flat wise observations
- c. Consultants have to submit adequate nos. of photographs representing states of the buildings, stressed (if any) of the buildings, tests carried out, results, repairing works done, renovated buildings etc. along with the audit reports and afterwards
3. Consultants shall visit the site frequently during the time of repairing work to supervise the work.
4. To discuss the findings of the audit with concerned govt. departments and to obtain a certificate from municipal authority on the safety / stability of the buildings

SPECIAL CONDITIONS AND STANDARD SPECIFICATION:

1.0 Name of work: **“Consultancy and conducting of Structural Audit, NDT of Staff Quarter Buildings of NABARD at JAIPUR”.**

2.0 GENERAL.

2.1 The rates quoted by the Consultant/s shall be all inclusive through rates. The consultant within the rates quoted prepare working plan for NDT and get the same approved from Bank’s Representative before execution. This will determine the final scope of work at the site. No leads/lifts, loading/unloading, handling, re- handling, stacking at site, toll tax, octroi, sales tax, VAT and royalty or any other charges levied or leviable by the State Government or Local Bodies shall be paid by NABARD. The rates quoted shall be inclusive of all scaffolding, hoists, hoisting equipment’s, tools, equipment’s, testing equipment’s etc., required for the smooth execution and completion of the work.

2.2 The consultant will remove all surplus and released material from the site of work after NDT to avoid any hindrance/inconvenience to other agencies working in the adjoining area. The consultant will also, at the direction of the site in charge, re-handle his material in use or likely to be used in future to relocate the same to avoid any inconvenience to other agencies working in the adjoining area.

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

2.3 In case of any dispute regarding interpretation of any of the Special Condition of Contract, decision of the Chief General Manager, NABARD will be final and binding on the consultant/s.

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

- to investigate the homogeneity of concrete mixing lack of grout in post tensioning ducts

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

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

Rebound Hammer Test: Rebound Hammer test is conducted to assess the relative strength and elasticity of concrete on site based on the hardness at or near its exposed surface. Depending on the age of the concrete structure and carbonation effect some specialized investigation is suggested before conducting the test. It consists essentially of a metal plunger, one end of which is held against the concrete surface while the free end is struck by a spring-loaded mass, which rebounds to a point on a graduated scale. The point is indicated by an index rider. The amount of rebound increases with increase in concrete strength for a particular concrete mix. It measures the surface hardness of concrete and provides an estimation of surface compressive strength, uniformity and quality of concrete. User expertise is low and can be readily operated by field personnel. It gives accurate assessment of the strength of the surface layer of material. The entire structure can be tested in its 'as-built' condition. It can be very costly and time consuming as instrumentation is required to measure response. It requires careful planning and can damage structure. The member must be isolated from the rest of the structure prior to the test.

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

- Estimation of Strength of Concrete
- Establishing Homogeneity of Concrete
- Studies on Durability of Concrete
- Analysis of Surface Crack Depth
- Determination of Dynamic Modulus of Elasticity

Voltage pulses are generated and transformed into wave bursts of mechanical energy by the transmitting transducer (which must be coupled to the specimen surface through a suitable medium). A receiving transducer is coupled to the specimen at a known distance to measure the interval between the transmission and reception of a pulse. There are three practical arrangements for measuring pulse velocity, namely direct, diagonal and surface techniques. The direct approach provides the greatest sensitivity and is therefore superior to the other arrangements. Determination of the variability and quality of concrete by measuring pulse velocity. Using transmission method, the extent of such defects such as voids, honeycombing, cracks and segregation may be determined. This technique is also useful when examining fire damaged concrete. Low level is required to make measurements. However, expertise is needed to interpret the results. Excellent for determining the quality and uniformity of concrete. It can rapidly survey large areas and thick members. Path lengths of 10m to 15m can be inspected with suitable equipment. Proper surface preparation is required. The work is very time consuming as it takes only point measurements. Skill is required in the analysis of results as moisture variations and presence of metal reinforcement can affect results. The interpretation of ultrasonic test results based on published graphs and tables can be misleading. It is therefore necessary that correlation with the concrete be inspected is carried out. It works on single homogenous material.

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

marine structures, bridge decks, and abutments and so on. Used in conjunction with other tests, it has been found helpful when investigating concrete contaminated by salts.

Carbonation Test: The method of testing consists of determining the depth of the carbonated layer on the surface of hardened concrete by means of an indicator. Carbonation of concrete occurs when the carbon dioxide, in the atmosphere in the presence of moisture, reacts with hydrated cement minerals to produce carbonates, e.g. calcium carbonate. The carbonation process is also called 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.

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

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

Moreover, using non-destructive tests, the number of cores that need to be taken can be reduced or minimized. This is often an advantage since coring is frequently viewed as being destructive. Also the cost of extracting cores is quite high and the damage to the concrete is severe.

The extracted cores can be subjected to a series of tests and serve multiple functions such as:

- confirming the findings of the non-destructive test
- identifying the presence of deleterious matter in the concrete ascertaining the strength of the concrete for design purposes predicting the potential durability of the concrete
- confirming the mix composition of the concrete for dispute resolution

- Determining specific properties of the concrete not attainable by non-destructive methods such as intrinsic permeability.

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

Using a masonry saw, the core is first trimmed to the correct test length, which varies upon the standard being adopted. Following trimming, the core will have its ends either ground perfectly flat, or be capped in a material to produce a smooth bearing surface. After the prescribed curing has taken place, the specimen is then crushed to failure noting the maximum load achieved. From the values of load and dimensions, the compressive strength of the core can be calculated.

ADDITIONAL TERMS AND CONDITIONS

- i. Completion Period - 60 days** for conducting the Structural audit as per the scope and submission of detailed report of observations and recommendations along with submission of detailed tender documents.
- ii. Payment** - The payments for the Consultancy and NDT will be made after completion of testing and submission of report and BOQ for the repairs, maintenance and restoration works in respect of building as per relevant clauses elsewhere in the Bid document.
- iii. All the Audit reports** will have to be provided in triplicate in hard as well as soft copy.
- iv.** Since these are old buildings, NABARD will not be able to provide all Drawings & Documents related to the buildings. All the necessary work related for job completion shall be in the scope of the Consultants.
- v.** All the necessary tools, tackles, instruments, material required for completion of audit shall be part of the scope of work.
- vi.** THE ENTIRE JOB SHALL BE CARRIED OUT AS PER THE TERMS AND CONDITIONS STIPULATED IN THE TENDER AND INSTRUCTIONS OF BANK'S REPRESENTATIVE.

SAFETY CODE

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

(ii) Suitable face masks be supplied for use by the workers when paint is applied in the forms of spray or surface having lead paint is being dry rubbed and scraped.

11. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.
12. Hoisting machines and Tackle used in the works, including their attachments anchorage and supports shall be in perfect condition.

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

ARTICLE OF AGREEMENT

Articles of agreement made this _____ day of _____ 2017 between the _____ hereinafter called the EMPLOYER, which expression shall include its successors and assigns and persons for the time being of the management of the Employer of the one part and _____ hereinafter called the consultant which expression shall include his / their respective Heirs, successors, executors, administrators and assigns of the other part.

Whereas the Employer is desirous of getting _____ and has caused specifications describing the work to be done.

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

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

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

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

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

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

The said Conditions and Appendix thereto shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by, submit themselves to

the said conditions and perform the agreements on their part respectively in the said conditions contained.

The agreement and documents mentioned herein shall form the basis of this and the decision of the employer as mentioned in the said conditions, in reference to all matters of dispute be final and binding on parties.

This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the work in respect of the entire buildings to be paid for according to schedule of rates and probable quantities or as provided in the said conditions. In all matters of co-ordination the Employer's decision shall be final and binding on all parties.

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

Time shall be considered as the essence of this agreement and the consultant hereby agrees to commence the work soon after the site is handed over to him or from the fourteenth day of the date of issue of formal work order as provided for in the said conditions and to complete the entire work within 60 days, nevertheless to the provisions for extension of time.

All payments by the employer under this contract shall be made only at JAIPUR. Further all disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in JAIPUR and only courts in JAIPUR shall have jurisdiction to entertain and determine the same.

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

In witness where of the parties hereto have set their respective hands the day and the year in above written _____

Signed by the said consultant.

Signed by the Employer

In the presence of in the presence of:

Witness 1:

Witness 2:

Name:

Name:

Address:

Address:

UNDERTAKING

The Chief General Manager,
NABARD,
3, Nehru Place, Tonk Road,
Jaipur

I/We-----
-----have read the various conditions to PQ/Technical bid attached here to and hereby agree to abide by the said conditions.

I/We offer to do this work of “**Consultancy and conducting of Structural Audit, NDT of various Buildings of NABARD STAFF QUARTERS in JAIPUR**” as **detailed under scope of work** in the event we are Pre-qualified for the purpose and hereby bind myself/ ourselves to complete the work in all respects.

We agree to the condition that our Financial Bid will be opened only if we qualify as per the stipulations in the PQ/Technical bid document.

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

Signature of the bidder/s

Address with telephone Number
(Complete postal address to be given)

Dated:

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

Chief General Manager, NABARD, 3, Nehru Place, Jaipur

Website: www.nabard.org

APPLICATION FORM

I / We am / are desirous of participating in the PQ/Technical bid for the work of Consultancy and conducting of Structural Audit, NDT of various Buildings of NABARD in JAIPUR, as detailed under scope of work, and hereby apply for the same. I/we give the following details for your consideration:

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

	Affidavit(in case of sole proprietorship as per Annexure A)		
7.	i. Annual Turn Over for last Three Years as per Annexure–D (enclose Audited Balance Sheets to support figures)	Financial Year	Annual Turn-over (In Rs lakh)
		2014-2015	
		2015-2016	
		2016-2017	
	ii. What evidence or proof is enclosed to support the amounts of yearly turnover	Certificate enclosed for Assessment years	
8.	Fill up the enclosed Annexure C giving full particulars about similar works completed (i.e. work-orders in the field of Consultancy for Structural Audit of various Buildings including conducting NDT, preparation of BOQ with estimates, drawings/specifications based on NDT for Organizations / PSUs / Institutes / Banks).		
9.	Whether all documents has been submitted as per check list (Annexure-E).		
10.	Any other information the applicant might like to give.		

Signature & Seal of applicant

Other Details of the applicant

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

Please enclose:

- i. a self-attested copy of cancelled cheque of the bank account,**
- ii. a self-attested copy of PAN.**
- iii. a self-attested copy of GSTIN.**
- iv.**

Place:

Date:

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

DECLARATION

I/We agree to notify the Officer of National Bank for Agriculture and Rural Development, accepting this application, of any changes in the foregoing particulars as and when they occur and to verify and confirm these.

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

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

PLACE:

DATE:

SIGNATURE & SEAL OF APPLICANT

Annexure A

AFFIDAVIT FOR SOLE PROPRIETORSHIP OF FIRM

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

I,S/o.....Age.....years,
occupation business R/o

..... do hereby

state on oath as under:

That I am residing

in.....

..... locality of District

..... Since last Years.

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

Deponent

Note: This Affidavit should be notarized.

Annexure B

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

Sr. No.	Name and address of authority(ies) with whom the firm is registered	REGISTRATION DETAILS	
		Year	Is copy of letter enclosed

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

SIGNATURE & SEAL OF CONSULTANT

Annexure C

LIST OF ALL STRUCTURAL AUDIT WORKS, NDT AND ALLIED WORKS COMPLETED DURING LAST FIVE YEARS (Between 01 April 2014 to 31 March 2017)

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

NOTE: To enable us to process your application, please ensure that complete present Postal Address including Pin Code and latest Telephone Numbers / Fax Numbers / E-mail Address etc. are furnished under Column Nos. 2 above and "Completion Certificate" from client / owner for each work listed above has been enclosed, bearing above details.

SIGNATURE & SEAL OF CONSULTANT

Annexure D

ANNUAL TURNOVER FOR THE LAST THREE YEARS

Sl. No.	Financial Year	Total contract amount received in Rs.	IT Certificate enclosed Yes/No	Audited Balance sheet copy enclosed Yes / No	Remarks
1.	2014-2015				
2.	2015-2016				
3.	2016-2017				

SIGNATURE & SEAL OF APPLICANT

Annexure E

Client's Certificate on performance of Contactors

Name of Client with full address:

Details of work executed by : Shri/ M/s

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

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

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

Signature of the reporting officer with office seal

“Countersigned” with office seal

Note: Self attested clients’ certificate on performance with performance certificate issued by the employer on their letter head should be considered for prequalification.

CHECKLIST FOR DOCUMENTS:

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

SIGNATURE & SEAL OF CONSULTANT