

**PREMISES DEPARTMENT
ZONAL OFFICE KANPUR**

TENDER

**FOR ENGAGEMENT OF STRUCTURAL CONSULTANT
FOR CONDUCTING STRUCTURAL AUDIT OF BANK'S OWN
BUILDING AT CIVIL LINES – KANPUR**

Ref:No : ZOK:PRM:2022-23:12
Date : 11/03/2023

TENDER SCHEDULE –

Last Date for Submission of Tenders	01/04/2023 upto 15:00 HRS at Indian Bank, Zonal Office, Premises Department, 15/287, Civil Lines, Mall Road, Bada Chauraha, Near Z-Square Mall, Kanpur - 208001
Date of Opening of Technical Bids	01/04/2023 at 16:00 HRS at Indian Bank, Zonal Office, Premises Department, 15/287, Civil Lines, Mall Road, Bada Chauraha, Near Z-Square Mall, Kanpur - 208001
Date of Opening of Financial Bids	Date and Time for opening of Financial Bids shall be advised separately after evaluation of Technical Bids.

CLIENT

**INDIAN BANK, ZONAL OFFICE – KANPUR
15/287, CIVIL LINES, BADA CHAURAH, KANPUR - 208001**



NOTICE INVITING TENDER

1. BACKGROUND

Indian Bank (the “Bank”) is a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 with its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014 inter-alia having their Zonal Office at 15/287, Civil Lines, Mall Road, Kanpur – 208001. **The Bank is desirous to engage Agency for conducting Structural Audit of its own building located at 15/287, Civil Lines, Kanpur – 208001**

Thus, Indian Bank, Zonal Office Kanpur invites Tender to engage the experienced agency for conducting Structural Audits of our Office Premises in Kanpur. Any further addenda/ corrigenda / extension of dates / clarifications/ responses to Tenderers’ queries in respect of the above tender shall be posted only on the Bank’s website at www.indianbank.in and no separate notification shall be issued in any newspapers.

2. DISCLAIMER

The information contained in this document or information provided subsequently to the Tenderers by the Bank on the terms and conditions set out in this Tender Document and all other terms and conditions, subject to which such information is provided, is being provided to the Bidders for the purpose of inviting Tenders and does not constitute nor should be interpreted as an offer. This Tender document is meant to provide information only and the Tenderers acknowledge that it shall be used only for the purpose of preparing and submitting the tender and for the purpose necessarily associated herewith and for no other purpose whatsoever. This tender document has not been filed, registered or approved in any jurisdiction. Each tenderer should, at its own costs without any right to claim reimbursement, conduct its own investigations, analysis and should check the accuracy, reliability and completeness of the information in this tender document and wherever felt necessary to obtain independent advice. The Bank makes no representation or warranty and shall incur no liability whatsoever under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document. The information contained in this document is selective and is subject to update, expansion, revision and amendment.

The Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this document and/or the process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidders or can be accessed on the website of the Bank at www.indianbank.in . Any information contained in this Tender document will be superseded by any later written information on the same subject made available/accessible to the Bidders by the Bank. All information about the Bank and the Scope of Work furnished by the Bidders to the Bank in the context of the Scope of Work shall be deemed to be “Confidential Information” for purposes of this document. Information provided in this document is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Further, the Bank does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Tenderers upon the statements contained in this Tender document.

The Bank reserves the right to reject any or all Tenders received in response to this Tender document at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Tenderer might suffer due to such reason. The decision of the Bank shall be final, conclusive and binding on all the Tenderers/parties directly or indirectly connected with the Tendering process.

While this Tender document has been prepared in good faith, neither the Bank nor its employees, officers, and executives make any representation or warranty or shall have any responsibility or liability whatsoever in respect of any statements or omissions here from. Nothing in this Tender document shall be construed as legal, financial or tax advice. Any liability is accordingly expressly disclaimed by the Bank, its employees, officers, executives, affiliates, their respective officers, employees and agents even if any loss or damage is caused by any act or omission on the part of the Bank, its officers, employees, executives, affiliates, their respective officers, employees and agents, whether negligent or otherwise.

3. TIME SCHEDULE OF THE TENDER PROCESS

S. No.	Particulars	Date and Time
1	Date of commencement of Tender Process	Date – 11/03/2023
2	Date and time for receipt of written queries for clarification from Tenderers.	Date – 31/03/2023 upto 5:00 pm
3	Last date and Time for submission of Tender including Technical and Financial Bids and EMD (“ Tender Due Date ”).	Date – 01/04/2023 Time – Upto 3:00 pm
4	Date and Time for opening of the Technical Bid.	Date – 01/04/2023 Time – 4:00 pm Venue: Indian Bank, Zonal Office, 15/287, Civil Lines, Bada Chauraha, Kanpur - 208001
5	Date and Time for opening of Financial Bids.	Date and time for opening of Financial Bids shall be advised separately after evaluation of Technical Bids. Venue: Indian Bank, Zonal Office, 15/287, Civil Lines, Bada Chauraha, Kanpur - 208001

- Tenderers are required to submit the bid in 2 parts namely Technical bid and financial bid. The Technical bid is to be submitted in sealed cover along with, necessary documents prescribed in the Bids, Forms and EMD. The Financial bid shall be submitted in a separate sealed cover. The Technical and Financial bids are to be put in a master envelope (3rd Cover) and sealed and super-scribed ‘**Tender for Engagement of Agency for Conducting Structural Audit in Bank’s Own Building at Kanpur**’ and addressed to the **Zonal Manager, Indian Bank, Zonal Office, Premises Department, 15/287, Civil Lines, Mall Road, Bada Chauraha, Near Z-Square Mall, Kanpur – 208001.**
- The tenderer will have to deposit an EMD amount of Rs.2,000/- (Rupees Two Thousand Only) in the form of Demand Draft from scheduled commercial bank in India drawn in favour of “Indian Bank,” payable at Kanpur. Please note that firms registered with MSME / NSIC under single point registration with valid certificates issued by GOI are exempted from submitting EMD. Necessary Certificates must accompany bid. No other type of certificate is acceptable. The exemption and relaxation in EMD is subject to the validity & acceptance of their registration certificate on the date of opening of tender.

The tenders without EMD shall be rejected out rightly. No interest shall be paid on the EMD thus collected. EMD of the successful tenderer shall be refunded after successful completion of work.

Whereas EMD of the unsuccessful bidders will be refunded upon the issuance of work order to and acceptance of the same by the successful bidder.

6. Conditional tenders, late tenders, tenders without EMD or EMD not enclosed with Technical Bids, will be summarily rejected. Any tender received open, late or not meeting all the tender conditions / Bids not filled up in Pen are liable to be rejected.
7. If any information furnished by the applicant is found incorrect at a later stage, he shall be liable to be debarred from taking up the work in Indian Bank.
8. The Bank reserves the right to verify the particulars furnished by the applicant independently.
9. Bank is not bound to accept the Lowest (L1) bidder and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
10. Submission of this tender document by a bidder implies that he/she has read this notice and other contract / documents and has made himself aware of the scope, specifications, conditions, liabilities and duties bearing on the execution of the contract.
11. Each and every page of the tender documents and correspondences accompanying the tender shall have to be duly signed and stamped by the Bidder / Authorised Signatory before submission.
12. The rates quoted by the bidder shall be based only on the specifications and conditions of the tender documents.
13. The bids shall remain valid and open for acceptance for 45 days from the last date of submitting the proposal as specified in the Tender. If the tenderer withdraws his tender before the expiry of the said period or makes any modifications in terms and conditions of the tender which are not acceptable to the Bank, then the bank without prejudice to any other right or remedy will be at liberty to forfeit the earnest money.
14. Bank is not liable to make any payment to bidders for preparation to submit the bid.
15. Clarifications, if any, pertaining to this bids may be referred to Indian Bank, Premises Department, Zonal Office Kanpur through E-mail Id – zokanpur@indianbank.co.in

ZONAL MANAGER



FORM OF TENDER

The Zonal Manager
Indian Bank
Zonal Office Kanpur
15/287, Civil Lines, Mall Road,
Bada Chauraha, Near Z-Square Mall,
Kanpur – 208001

Dear Sir,

SUBJECT: Tender for Engagement of Structural Consultant for Conducting Structural Audit in Bank's Own Building at Kanpur

With reference to your Tender Document dated _____, I/we, having examined all relevant documents and understood their contents, hereby submit our Technical Bid for selection as Agency for structural audit of Bank owned properties in different places / locations. The Tender is unconditional and unqualified.

We agree to undertake the project, if allotted by the Bank, as per the Scope of Work as outlined in the Tender document.

We agree and undertake to abide by all the terms and conditions of the Tender document. We submit this tender under and in accordance with the terms of the Tender document.

The undersigned is duly authorized and competent to sign the documents on behalf of the Tenderer.

We agree to keep this offer valid for 45 (forty five) days from the last date of submitting the proposal as specified in the Tender.

I/We certify that there has been no conviction by a court of law or indictment/ adverse order in any jurisdiction by any regulatory authority or body for any offence or wrong doing against us or any associate / affiliate / or the CEO/ Directors / Managers / Partners/ Employees of our concern or that of our associate / affiliate. It is further certified that there is no investigation pending or threatened against us or our associate / affiliate or the CEO/ Directors / Managers / Partners / Employees of our concern or that of our associate / affiliate / in any jurisdiction. I/We certify that working for the Bank in relation to the proposed assignment does not and will not conflict with the other assignments that I/we have or may have now or in future. I/We further certify that we will not share Confidential Information with other assignment teams working for other clients or any other staff member who may be conflicted.

Thanking you,

Yours faithfully,

[To be signed by the Authorized Representative of
Firm who has the Power to do so]

Place:

Date :

Name:

Address:

Seal:

PRE-QUALIFICATION CRITERIA

Tenders may be submitted by an individual, proprietorship firm, partnership firm, limited liability partnership, company which satisfies the minimum eligibility criteria stipulated as below :

- The Tenderer must be a citizen of India and competent to contract under Indian Contract Act, 1872 and if a Institute, partnership firm, limited liability partnership, company or entity, it should be duly constituted / registered/ incorporated, in accordance with the applicable laws of India.
- The Tenderer should not have been declared insolvent, bankrupt or unable to pay his debts, by any court of law and shall have no insolvency or similar proceedings pending before any court of law or tribunal.
- The Tenderer should not be a defaulter to any bank/financial institution or any non-banking financial company. The Tenderer should not have been penalized for any criminal offence by any court and shall have no criminal action or proceedings pending before any court.
- The Tenderer should be a member of Indian Associations / Societies of Structural Engineers & should be registered with Municipal Corporations / CPWD / State PWD or Other Similar Government Organizations. Provide Valid Documents.
- The Bidding Firm / Company should have atleast one qualified structural engineers (having experience of atleast 5 years as Structural Engineer on their regular establishment. Provide Details.
- The Bidding Firm / Company should have atleast 05 years of experience in the field of Consultancy and conducting Structural Audit of Various Buildings. Should have services of Licensed Structural Engineer registered with appropriate authority.
- The Tenderer should have experience of successfully conducting structural audit and must have successfully completed atleast three works in the field of consultancy for Structural Audit of various buildings (which includes NDT Test) of value not less than Rs.2,00,000/- in the last 4 years (from 01/03/2019 onwards) for Government Buildings, Banks, PSUs, Reputed MNCs / Private Organizations, etc.

Work Order / Agreement Copy / Completion certificate issued by Client should be enclosed with this Tender and need to be produced in original before Indian Bank, whenever called for verification purposes.

- The Bidding Firm / Company should have NABL accredited laboratory or should have tie up with NABL accredited LAB.
- The Tenderer should have valid and currently subsisting permissions, licenses, authorizations required under applicable law to undertake its business and as may be required for purposes of the Scope of Work.
- The Tenderer should possess a Permanent Account Number (“**PAN**”), Tax Deduction Account Number (“**TAN**”) and GST number issued by the relevant tax department of the Government of India.
- Tenderer should be a Net Profit making firm and should not have made losses in the last three continuous financial years. Certificate(s) from Chartered Accountant / Statutory auditors specifying the net worth of the Applicants, as at the close of the preceding financial year.
- The Tenderer should submit audited balance sheets / P&L account and Income Tax clearance certificates for the last 3 financial years.

Sign & Seal of Bidder

GENERAL INSTRUCTIONS, CONDITIONS & SCOPE OF WORK

1. DEFINITIONS

Capitalized terms used in this Tender document, will have the following meanings unless the context requires otherwise.

- 1.1 **“Bank”** means Indian Bank, a body constituted under the provisions of the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1969 having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 14.
- 1.2 **“Contract”** means the contract to be signed between the Bank and the selected Tenderer in accordance with a format to be approved / provided by the Bank and all the attached documents and the appendices, thereto.
- 1.3 **“Agency”** means the successful Tenderer who has been awarded the contract as per the Scope of Work outlined in this Tender document by the Bank, pursuant to issuance of the Work Order.
- 1.4 **“Day”** means the Bank’s working day as defined under Negotiable Instrument Act, 1881.
- 1.5 **“Work Order”** means the letter of intent to be issued by the Bank to the successful Tenderer
- 1.6 **“Parties”** means, collectively the Bank and the Tenderer/ selected Tenderer/ Agency as the context may require and “Party” means any of them individually.
- 1.7 **“Personnel / Professional”** mean employees, officers, partners, directors, executives, staff and personnel of the Tenderer.
- 1.8 **“Scope of Work”** means the scope of work to be undertaken by the successful Tenderer / Agency, as outlined in this Tender document.
- 1.9 **“Tender”** means the Technical Bid, the Financial Bid and other documents submitted in response to this Tender document submitted by the Tenderer.
- 1.10 **“Tender document”** means this “invitation of Tender” prepared by the Bank for the engagement of audit agency including any subsequent clarification, amendment, modifications issued by the Bank hereto.
- 1.11 **“Tenderer”** means any individual, entity, body corporate or a firm who is submitting its Tender in response to this Tender notice for providing services to the Bank.

2. LOCATION DETAILS AND BRIEF DETAILS ABOUT BUILDING

The property is located at Plot No. 15/287, Civil Lines, Kanpur – 208001. The total land area is around 11957 sq. meter and comprises of two main buildings : One Office Building and other is Residential. **Bank has decided to conduct Structural Audit of Office Building only which is Single Storey Building having covered area of around 1200 sq.meter. The building is more than 75 years old and it is a type of load bearing structure where the load has been transferred to the foundation through brick walls** and major portion of the terrace is covered by clay roof interlocked tiles resting on wooden truss.

3. SCOPE OF WORK

The scope of work to be undertaken by the Agency upon the job being awarded to such Agency by the Bank is as follows :

- Visual health inspection of building covering internal, external and common areas for surface damages, cracks, flaking, coloration, local weakness, etc and their damage classification using camera with flash light, magnifying glass, binoculars, gauge for crack width measurement, chisel and hammer, etc. The visual inspection shall largely cover areas of high distress, cracks and their location, moisture, leakage, abnormal variations in structure, algae and fungus growth, efflorescence, etc. Visual Inspection should be properly documented and reported.
- Preparation of as Built Drawings including Site Plan, Floor Plans, Sections, Elevations to a suitable scale and submitting two Sets of Hard Copies and corresponding Soft Copies.
- Assessment of damages using various Structural Tests and Non- Destructive Tests :
 1. Water Absorption Test of Bricks as per IS 1077:1992, IS 3495 : 1992 part 2 (10 Nos.)
 2. Chemical Analysis for Binding Material Mortar which includes type of mortar, compressive strength of binding, composition details of materials, binding material properties, percentage of constituent elements, etc (6 Nos.)
 3. Brick Compressive Strength as per IS Codes (10 Nos)
 4. Masonry Prism Test (3 Nos.)
 5. Efflorescence Test of Brick to check chemical / weathering effect on Brick (6 Nos)
 6. Any Other Test that is necessary to determine the load carrying capacity of wall and slabs
- Preparing and submitting comprehensive report consisting of findings from visual inspection, test data, interpretation of results, conclusions and final recommendations along with sketch indicating the location of test.
- Providing Structure Fitness Certificate / Structure Habitable Certificate as per requirement.
- Repairing Methodology and Retrofitting Scheme for structural serviceability and safety, periodic maintenance scheme, futuristic protection of structure. It must have detailed technical specifications, materials to be used and design details, vulnerability indices and order of urgency of repair.
- Detailed Estimate of the repair work to be carried out and Bill of Quantities
- Preparation of tender documents, drawings (main & working) etc., for proposed structural repairs/ restoration, rectification works.
- Assistance for Execution of repairs / renovation works through periodic visits during execution of work as and when required.

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

4. PROCEDURE TO BE ADOPTED FOR SUBMISSION OF TENDER:

4.1 General Instructions

- (a) Tenderers must review this Tender document as a whole and ensure that their Tenders are as per the terms hereof. The Bank retains the right to modify the terms of this Tender document and/or any of the sections/attachments/ formats at any time prior to the Tender Due Date.
- (b) Tenderers are expected to examine this Tender document, including all instructions, forms, specifications, conditions and other documents and requirements hereof. Failure to furnish any or all of the information required by this Tender document or submission of a Tender not responsive to this Tender document in every respect may result in rejection of the Tender. Tenderers shall be deemed to have understood and taken into account all the terms and conditions prescribed in this Tender document.

4.2 Tenderers must apply to the Bank in the prescribed proformas as provided in this Tender document.

4.3 The Tender should contain the following:

- (a) The Technical Bid
- (b) The Financial Bid

4.4 The Technical Bid: Tenderers must submit the Technical Bid in the format set out in **Annexure A** of this Tender document, duly filled up, in an envelope super scribing **“Technical Bid For Engagement of Agency for Structural Audit”** on the top of the envelope. The format of the Technical Bid shall be typed out and printed on the Tenderer’s letter head and signed by the Tenderer or an authorised signatory tendering with authorisation from the Tenderer. The content of the Technical Bid submitted by a Tenderer must be same as the format set out herein and should not contain any other information. If there is any change in the contents of the Technical Bid submitted by the Tenderer as compared to the format set out herein, then the Tender shall be rejected. Self-attested copies of the following documents are to be submitted along with the Technical Bid:

- In case, the Tenderer is firm, limited liability partnership or a body corporate, details of constitution of firm, limited liability partnership or body corporate;
- KYC Documents like Aadhaar, PAN, driving license, passport, etc. If the Tenderer is firm, limited liability partnership or body corporate, the person who has been authorized to submit and sign the Tender has to submit his / her KYC Documents;
- In case of body corporate, are solution duly signed by the authorized persons of that body corporate authorizing therein a person to submit and sign the Tender;
- An affidavit confirming therein that Tenderer has not been declared insolvent or no insolvency proceedings are going on in any court of law nor he has been a defaulter to any bank, financial institution or any non-banking financial company or have been punished for any criminal act by any court.
- ITR of last three financial years
- Information on qualifying criteria as set out in point no 3 above, including necessary documents.
- EMD by way of a Demand Draft for Rs.2000/- (Rupees Two Thousand Only) favoring Indian Bank and payable at Kanpur
- Audited balance sheet for last 3 (three) financial years and solvency certificate from its bankers.

4.5 The Financial Bid: Tenderers must submit the Financial Bid in the format set out in **Annexure B** of this Tender document, duly filled up, in separate sealed envelopes super scribing **“Financial Bid for Engagement of Agency for Structural Audit”** on top of the envelope. The Financial Bid shall not include any conditions attached to it. All unit rates and prices in the Financial Bid shall be quoted by the Tenderers in Indian Rupees only. Any such conditional Tenders shall be liable for rejection.

4.6 These two separate sealed envelopes should be put together in a third envelope duly sealed and super-scribing **“Tender for Engagement of Agency for Conducting Structural Audit in Bank’s Own Building at Kanpur”**.

4.7 No Tenderer shall submit more than one Tender. A Tenderer who submits or participates in submitting more than one Tender shall be liable for rejection of all Tenders in which such Tenderer has participated.



4.8 The Tender as well as all related correspondence exchanged by the Tenderer with the Bank shall be written in Hindi or English language. The Tender form, complete in all respect, should reach the following addressee through any mode of delivery before the Tender Due Date:-

**The Zonal Manager,
Indian Bank, Zonal Office,
Premises Department,
15/287, Civil Lines, Mall Road,
Bada Chauraha, Kanpur – 208001
Uttar Pradesh**

4.9 The Bank may at its sole discretion, extend the Tender Due Date by amending the Tender Due Date, in which case all rights and obligations of the Bank and the Tenderers will be subject to the Tender Due Date as extended.

4.10 The Bank is not responsible for non-receipt of Tender within the Tender Due Date due to any reason including postal delays or holidays.

4.11 The Financial Bids of the tenders whose Technical Bid is not accompanied with EMD, will not be opened.

4.12 All pages of this Tender document should be sealed and signed by the Tenderer (in case of an individual) or the authorized signatory of the Tenderer, in other cases.

5. CONFLICT OF INTEREST

5.1 The selected Tenderer/ Agency shall provide professional, objective and impartial advice, and at all times hold the Bank's interest as paramount, strictly avoid conflict with other assignment/ job(s) or their own corporate interests, and act without any expectation / consideration for award of any future assignment(s) from the Bank.

5.2 Without limitation on the generality of the foregoing, the selected Tenderer/ Agency, and any of their affiliates and member firms, shall be considered to have a conflict of interest (and shall not be engaged under any of the circumstances) set forth below:

5.3 Conflicting assignment/job: The Tenderer (including its personnel) or any of its affiliates and member firms shall not be hired for any assignment / job / task that, by its nature, may be in conflict with another assignment / job / task of consultancy to be executed for the same and/or for another employer.

5.4 Conflicting relationships: The Tenderer (including its personnel) having a business or family relationship with a member of the Bank's staff who is directly or indirectly involved in any part of (i) the preparation of the terms of reference of the Scope of Work, (ii) the selection process for the Scope of Work, or (iii) supervision of the Contract, may not be awarded a contract, unless the conflict stemming from such a relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

6. SELECTION PROCESS

6.1 The Tenderers fulfilling eligibility criteria shall be eligible for opening of financial bids.

- 6.2 Selection criteria for the Financial Bid shall be that the Tenderer must quote the **lowest fee** being the professional charges and other ancillary charges for the Scope of Work to be undertaken.
- 6.3 In case of tie between two or more Tenders, Bank will go for the **inter-se Tendering** amongst the Tenderers involved in tie.

7. VALIDITY PERIOD OF THE TENDER:

The Tender shall remain valid for a period of 45 (forty five) days from the last date of submitting the proposal as specified in the Tender. In exceptional circumstances, prior to expiry of the original validity period, the Bank may extend the period of validity. In such an event, the period of withholding the EMD shall be extended proportionately.

8. CHANGE IN CONSTITUTION OF THE TENDERER

- 8.1 Prior written approval of the Bank shall be obtained by the Tenderer (if the Tenderer is not an individual) prior to change in its constitution subsequent to the submission of the Tender. Any violation of this provision shall be deemed to be a breach of this Tender document and shall lead to rejection of the Tender submitted by such Tenderer. No changes to the constitution of any Tenderer shall be permitted after the Tender Due Date.
- 8.2 Canvassing by any Tenderer in connection with the Tender or the tendering process is strictly prohibited. In the event any Tenderer resorts to canvassing in any form or manner, the Tender submitted by such Tenderer shall be liable for rejection.

9. TIME OF COMPLETION OF THE WORK:

The Bank intends to complete the process of completing structural audit and submission of report within **20 days** from placing order with the agency.

10. PAYMENT TERMS:

- 10.1 The fee quoted by the successful Tenderer/ Agency shall be the fee payable by the Bank to the Agency for performance of the Scope of Work (such fee hereinafter referred to as the “**Agreed Fee**”).
- 10.2 Payment of total Agreed Fee will be made by the Bank in full after satisfactory completion of structural audit work and submission of reports.
- 10.3 No price variation or escalation on any account whatsoever & the compensation for force majeure etc. shall be payable under the contract.
- 10.4 Should there arise any items which may be necessary for the smooth completion of work but which does not appear in the Scope of Work, Schedule of items, items rate will be fixed by analysis of actual inputs of all types including labour and material.
- 10.5 **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 at such rates as defined in Bill of Quantities. 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 from the certificate of payment. The Bank's Representative shall have the power to withhold the certificate of payment, if the work or any part thereof is not carried out to their satisfaction. Indian Bank shall deduct the TDS 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.

11. CONTRACT:

- 11.1 Prior to expiry of the Tender validity period, the Bank will notify the successful Tenderer that its Tender has been accepted by way of issuance of the Work Order to the successful Tenderer through registered post/speed post (a scanned copy of the Work Order will be simultaneously sent to the successful Tenderer by way of email). The notification of award will constitute the formation of the Contract. The successful Tenderer is required to sign and return a duplicate copy of the Work Order within a period of 2 (two) days from the date of issuance of the Work Order.
- 11.2 The Tender will be the basis of the Contract to be signed between the Bank and the selected Agency. The Contract, which will incorporate all the understanding between the Bank and the Agency shall be finalized and executed within 7 (seven) days of issuance of the Work Order by the Bank.
- 11.3 Until the Contract is executed, this Tender document together with the Bank's written acceptance of the Agency's Tender shall constitute a binding contract with the successful Tenderer.
- 11.4 The original copy of the Contract shall remain with the Bank at all times and an attested counterpart shall be provided to the Agency.
- 11.5 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.

12. LIQUIDATED DAMAGES:

Should the Scope of Work not be completed to the Bank's satisfaction within the stipulated time period, the Agency shall be bound to pay to the Bank a sum of 0.50% of the Contract fee per week of delay by way of liquidated damages, provided that the Bank is fully satisfied that the delay is not attributable to the Agency or arose from an event or circumstance beyond the control of the Agency.

13. OTHER TERMS AND CONDITIONS

- 13.1 The Tenderers shall be responsible for all costs associated with the preparation of their Tenders and their participation in the tendering process including subsequent negotiations, visits to the Bank, etc. The Bank will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the selection process.
- 13.2 The Financial Bid should clearly indicate the total fee quoted by the Tenderer for the Scope of Work, both in figures and words, in Indian Rupees. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Bid, the lower of the two shall prevail.

- 13.3 The Bank does not bind itself to accept the lowest price Tender and reserves the right to reject any or all of the Tenders without assigning any reasons whatsoever without incurring any liability to the Tenderers.
- 13.4 The selected Agency will remain associated with the Bank till the completion of the Scope of Work to the satisfaction of the Bank, in accordance with this Tender document and the Contract.
- 13.5 The Agency shall be responsible for and obliged to all its obligations related to the Scope of Work in accordance with the Contract using best practices and industry standards, state of the art methods and economic principles and exercising all means available to the Agency to achieve the performance of the Scope of Work specified in the Contract.
- 13.6 Tenders not conforming to the requirements of the Tender document shall not be considered by the Bank. However, the Bank reserves the right, at any time to seek more information/ clarification on Tenders or to waive any of the requirements of the Tender document, if in the sole discretion of the Bank; the best interests of Bank would be served by such actions.
- 13.7 The Bank shall have the right to cancel the Tender process at any time prior to award of the Contract, without thereby incurring any liabilities to the affected Tenderers.
- 13.8 The Bank reserves the right to verify the validity / correctness of Tender information and to reject any Tender where the contents appear / found to be incorrect, inaccurate or inappropriate at any time during the process of Tendering or even after award of Contract.
- 13.9 The Bank may elect to take an undertaking from employees/ associates of the Tenderer to maintain confidentiality of the Bank's information / documents, etc. In this regard, the Bank may seek details/ confirmation on background verification of the Tenderer's Personnel. The Agency shall promptly furnish all such information and documents sought by the Bank.
- 13.10 If Chief Technical Examiner of the Central Vigilance Commission, Government of India, examines the work performed by the Agency pursuant to the Scope of Work and points out any defects or irregularities therein, the Agency shall take necessary steps to get those rectified promptly at no additional cost to the Bank, shall also assist the Bank in providing responses/ representations to the observations made by the Chief Technical Examiner.
- 13.11 Tenders shall be deemed to be under consideration immediately after the Tender Due Date and until such time the Bank makes official intimation of award/rejection to the Tenderers. While the Tenders are under consideration, Tenderers and/or their representatives or other interested parties are advised to refrain, save and except as required/permitted under this Tender document, from contacting by any means, the Bank and/or its officers, employees, representatives, advisers on matters related to the Tenders under consideration.
- 13.12 The consultant shall, at his own expense, provide all material, appliances and employees required for testing and carrying out the works and no material required for carrying out the work shall be supplied by the Employer. If tests are to be carried out in external labs, all costs such as testing cost, consultancy fee, taxes, transportation or any other incidental charges shall be borne by the consultant.
- 13.13 **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 the 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.

- 13.14 Work by other agencies:** The Employer reserves the right 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 carry 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 to the extent practically possible, in such a manner as not to impede the progress of the works included in the contract.
- 13.15 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 the 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 therefrom and shall indemnify the Employer against any legal action arising therefrom. 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.
- 13.16 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 provisions of all labour legislations including the latest requirements of all the Acts, laws, and any other regulations that are applicable to the execution of the project.
- 13.17** If the consultant or his working people shall break, deface, injure or destroy any part of the 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, 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.
- 13.18** 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.
- 13.19** The Bank reserves the right to abandon, defer stop execution of any activity included in Scope of work related to any property any time even after execution of contract, giving due written notice to the Agency.

14. AGENCY'S OBLIGATION AND USE OF BANK'S DOCUMENTS, DATA AND INFORMATION:

- 14.1** The Agency shall be responsible for managing and supervising the activities of its Personnel and shall ensure that the Personnel undertake the tasks relating to the Scope of Work in accordance with the stipulated timelines and the terms of the Contract. the Agency shall at all times be responsible for all acts and omissions of its Personnel, and shall indemnify and hold harmless the Bank, its officers, employees and executives from and against any and all losses, damages, costs

and expenses, suits and proceedings and penalties arising from or in connection with any act or omission, negligence or misconduct of its Personnel.

- 14.2 The Agency shall not, without the Bank's prior written consent, disclose the Contract or any provision thereof or any specification, plan, drawing, pattern or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Agency for purposes of the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.3 Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Agency's performance under the Contract if so required by the Bank.

15. CANCELLATION OF TENDER PROCESS

The Bank reserves its right to accept or reject any or all Tenders or cancel tender process without assigning any reason for doing so. Any decision of the Bank in this regard shall be final, conclusive and binding upon the Tenderers. The Bank reserves the right to accept or reject any Tender in part or in full, and to cancel the tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer(s) or any obligation to inform the affected Tenderer(s) of the grounds for the Bank's action. During the evaluation process at any stage, if it is found that a Tenderer does not meet the eligibility criteria or has submitted false / incorrect information, the Tender will be rejected summarily by the Bank.

Any effort by a Tenderer to influence the Bank in the Tender evaluation, or Contract award decision, may result in the rejection of the Tender.

16. EXTENSION OF TIME

- 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 (within 2 days of happening of the event) to the Employer but shall nevertheless use constantly his best efforts 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.
- 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.
- In any such case, the Employer on the basis of recommendations of the 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. 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.

17. TERMINATION OF CONTRACT

Subject to other provisions contained in this clause, the Employer may, without prejudice to his any other right 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 terminate the contract in any of the cases.

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 amount due to Employer and unsold material 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.

18. SAFETY CODE

- i. There shall be maintained in a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool.
- ii. An injured person shall be taken to a public hospital without loss of time, in case where the injury necessitates hospitalization.
- iii. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground.
- iv. 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.
- v. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
- vi. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
- vii. Suitable face masks be supplied for use by the workers when paint is applied in the form of spray or surface having lead paint is being dry rubbed and scraped.
- viii. Overalls shall be supplied by the Consultant to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.

19. FORCE MAJEURE

Neither consultant nor INDIAN BANK shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as war, hostilities, revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However, a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

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.

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.

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.

20. INDEMNITY

The Agency shall always keep the Bank indemnified and hold the Bank, its employees, personnel, officers, directors, representatives harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- (a) breach of any of the term of this Tender document or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Tenderer under this Tender document and/or a Tender;
- (b) and / or breach of confidentiality obligations of the Tenderer contained in this Tender document;
- (c) and / or wilful negligence or gross misconduct solely attributable to the Tenderer or its Personnel;
- (d) Non-compliance by the Tenderer and/or its Personnel with applicable laws;
- (e) Loss of data due to any of the reasons mentioned above;

21. GOVERNING LAW AND JURISDICTION

This Tender document shall be governed by the laws of India. Any dispute or difference arising out of this Tender document, the Tenders and the subsequent Contract awarded based on this Tender document shall be subject to the exclusive jurisdiction of the courts in Kanpur.

DECLARATION :

I / We hereby declare that I / We read and understood the above terms and conditions and that we shall abide by them if the work is awarded to us.

Signature & Seal of the Firm

INFORMATION TO BE FURNISHED BY CONSULTANT

Sr. No.	Particulars	Details
1	Name of the Applicant /Firm / Organization	
2	Registered Address of the Firm (Please attach address proof as supporting document)	
3	CONTACT DETAILS Landline No - Mobile No - Email Id –	
4	EMD Details (i) Amount (Rs.) - (ii) Demand Draft No. - (iii) Name of the Bank - (iv) Date – (If exempted, please submit requisite proof in the form of copy of self-attested valid certification from MSME and NSIC.)	
5	Year of Establishment (Enclose certified copies of documents as evidence)	
6	Constitution of Firm (Whether, Sole Proprietorship / Partnership / Private Ltd. / Public Ltd / Any other , Please specify) (Enclose certified copies of documents as evidence)	
7	Name of the Proprietor / Partners / Directors of the Organization/Firm.	(a) (b) (c)
8	Name/s of Authorized Signatory/ Directors / Partners with Designation and Contact No.	

9	Details of Registration (Whether Partnership firm, Company, etc.) - Registering Authority, Date, Registration No., etc. mentioning the Business / Activity of the firm (Copy of registration to be enclosed)	
10	Experience in the field (Years) i.e Works completed in last 5 years Details to be furnished in Annexure-A Please enclose copies of work order / completion certificate issued by Client as evidence	
11	Major Works under Execution Details to be furnished in Annexure – B & enclose copies of work order issued or agreement signed with the Client with this tender	
12	Technical personnel available in the organization. Details to be furnished in Annexure -C	
13	Address of office through which the proposed work will be handled and the name and designation of the Officer-in-Charge	
14	Whether empanelled with Public Sector Banks / Public Sector Undertakings / Central Govt Department / State Govt. Departments or any other Government Organization and if so, in which class and since when? (Enclose Empanelment Letter issued by the Organizations.)	(Y/N)
15	Yearly turnover of the Organization during last 3 years (Year Wise) and furnish audited Balance Sheet Statement and Profit & Loss A/c. (Audited) for the last 3 years. (Enclose certified copies of documents as evidence – Annexure - XI)	2019-20 : Rs..... 2020-21 : Rs..... 2021-22 : Rs..... Average : Rs.....
16	Solvency Certificate from the Bankers Details to be furnished as Annexure - D	
17	Banker's Details – (Please attach copy of cancelled cheque as proof) (i) Banker's Name : (ii) Account No. :	

	(iii) Type of Account :	
	(iv) IFSC :	
18	Registration with the Government Authorities (Enclose certified copies of documents as evidence) If firm is exempt from ESI & EPF registration as per extant guidelines, fill N.A. and an undertaking is to be submitted stating the same.	
	a) Income Tax (PAN) No. ii) Goods & Service Tax (GST) No. iii) Labour License iv) ESI v). EPF	
19	Whether last three years IT returns filed FY 2019-20 (AY 2020-21) FY 2020-21 (AY 2021-22) FY 2021-22 (AY 2022-23) (Enclose certified copies of IT Return – As evidence)	(Y/N)
20	Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed of during the last five years by an arbitrator. If so, the details of such litigation are required to be submitted.	
21	Has the applicant or any constituent partner in case of partnership firm/ Company, ever abandoned the awarded work before its completion? If so, give the name of the project and give reasons thereof.	
22	Has the applicant or any constituent partner in case of partnership firm / Company, ever been debarred/black listed for tendering in any organization at any time? If so, give details	
23	Have you in the past carried out any similar works for Indian bank or E-Allahabad Bank ? If yes, give details.	

24	Copy of License / Permission issued by relevant governmental authorities for Carrying out business as involved in Scope of Work of the Tender document.	
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DECLARATION –

1. All the information furnished by me/us here above is correct to the best of my knowledge and belief.
2. I/We have no objection if enquiries are made about the work listed by me/ us in the accompanying sheets/ annexures.
3. I/We agree that the decision of Indian Bank in selection of tenderers will be final and binding to me/ us.
4. I/We hereby confirm that our firm/agency/company has not been disqualified / debarred / blacklisted by any Governments, Semi-governments, PSUs, Banks including any of the Offices / Branch of Indian Bank Pan India.
5. I/We hereby confirm that all information, particulars, copies of certificates and testimonials in connection with THIS Tender are correct and genuine. I am / We are, therefore, liable to face appropriate actions as deemed fit by the Indian Bank in the event of any of the information, particulars, copies of certificates and testimonials are not found correct and genuine. I/We have read the instructions appended to the proforma and I/we understand that if any false information is detected at a later date, the empanelment shall be cancelled at the discretion of the Indian Bank.

PLACE –

DATE –

SIGNATURE OF CONTRACTOR

NAME & DESIGNATION –

SEAL OF ORGANISATION -

ANNEXURE - A

LIST OF MAJOR WORKS COMPLETED IN LAST 5 YEARS

S.No	Name of Client	Name & Location of Work	Nature of Work	Name of the contact person from Cleint's side for whom work was executed	Completion Period		Cost of Work	Whether the work was left incomplete (reasons if any for delay in completion of work) or contract was terminated from either side (give full details)	Any Other Relevant Information
					Stipulated	Actual			
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

(Add Separate Sheet if required)

NOTE –

- The supporting documents like Work Order & Completion Certificate issued by the Clients shall be enclosed.

Name of Authorized Signatory

Sign & seal of the applicant

ANNEXURE - B

LIST OF MAJOR WORKS UNDER EXECUTION

S.NO	NAME OF CLIENT	NATURE OF WORK	ESTIMATED VALUE	PRESENT POSITION	SCHEDULE DATE OF COMPLETION	REMARKS IF ANY
(1)	(2)	(3)	(4)	(5)	(6)	(7)

(Add Separate Sheet if required)

NOTE –

- The supporting documents like Work Order issued by the Clients shall be enclosed.

Name of Authorized Signatory

Sign & seal of the applicant



ANNEXURE - C

DETAILS OF KEY PERSONNEL (PERMANENT EMPLOYEE), GIVING DETAILS ABOUT THEIR TECHNICAL QUALIFICATION & EXPERIENCE INCLUDING THEIR IN-HOUSE ESTABLISHMENT

S.NO	NAME	QUALIFICATION	EXPERIENCE	PARTICULARS OF WORK DONE	EMPLOYED IN YOUR FIRM SINCE	ANY OTHER INFORMATION

(Add separate sheet if required)‘

Notes:

1. Information has to be filled up specifically in this format.
2. Indicate other points, if any, to show your technical competence to indicate any importantpoint in your favour.

Name of Authorized Signatory

Sign & seal of the applicant



ANNEXURE - D

SOLVENCY CERTIFICATE FORMAT

This is to certify that to the best of our knowledge and information
M/s.....(Firm Name) having their address at
....., is a reputed firm / company with a good financial standing.

The firm / company can be treated as good upto a sum of Rs.....(Rupees in
words..... Only).

It is clarified that this information is furnished without any risk and responsibility on our part in any respect
whatsoever more particularly either as guarantor or otherwise. This certificate is issued at the specific request
of the customer.

Seal and Signature of Bank's Official

Note: -

1. **Solvency Certificate should be issued on letter head of the Scheduled Commercial Bank.**
2. In case of partnership firm, certificate should include names of all partners as recorded with the Bank.



ARTICLES OF AGREEMENT

THIS AGREEMENT is made on this day ofmonth of between Indian Bank and having its Zonal Office at 15/287, Civil Lines, Mall Road, Kanpur – 208001 (hereinafter referred to as the “Employer”) which expression shall include its successor, legal heirs and assignees of the one part.

AND M/s. having its office at

(hereinafter referred to as the “Consultant”) which expression shall include its successor, legal heirs and assignees of the second part.

WHEREAS the Employer has desirous of conducting Structural Audit of its own premises located in 15/287, Civil Lines, Kanpur has caused specifications describing the work to be done

AND whereas the Employer has called for Tender vide ref. no. dated.....

AND whereas the consultant has submitted the Tender ref. no. Dated to the Employer on

AND whereas the Employer has issued the work order ref Dated..... to the consultant to do the work.

AND whereas the Consultant has agreed to execute the work as per specifications, conditions of contract and Work Order.

AND whereas the Employer has accepted the Consultant's bid as aforesaid and whereas the bid submitted by the consultant has been accepted for such sum as may be ascertained to be payable in terms of the Bill of Quantities and which sum is estimated to be Rs. (Rupees) hereinafter referred to as the said “Contract Agreement”.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :-

- 1) In consideration of the said Contract Sum to be paid at the times and in the manner set forth in the said Conditions, the Consultant shall carry out and complete the Works in terms and conditions herein contained and according to the general conditions of the contract, notice inviting tender, general scope of work, technical specifications, schedule of rates and instructions to be given by and the supervision of and to the entire satisfaction of the Employer.
- 2) **Contract Price, Taxes and Payment Terms :**

Total contract price is Rs. + GST which is inclusive of cost of materials, equipment, lab tests, site tests, installation charges and tools and tackles required for execution of the job. Above price is inclusive of all taxes & duties except GST in respect of this contract. No claim in this respect will be entertained. Income tax on payments will be deducted and deposited by Employer in accordance with the sales tax law of the state and the provisions of tax deductions at source under income tax act 1961.

3) **Completion Period:**

Time is the essence of the Contract. The work is to be completed in all respects within **20 days** reckoned from 4th day from the date of issue of the Work Order or handing over of site whichever is later. If the Consultant fails to complete the job within the agreed time period, the Consultant will have to bear liquidated damages as per the relevant clause mentioned in the Tender Documents.

4) **Earnest Money:**

The Contractor has deposited an amount of **Rs.2,000/- (Rupees Two Thousand Only)** as earnest money.

5) **Inspection of Site:**

The Consultant has inspected the site before submitting his bid and has satisfied himself as to the nature of the work to be executed on the site. Any difficulties which the Consultant may come across in the course of the work shall in no way relieve the contractor to claim or receive extra payment unless the Employer is of the opinion that such difficulties could not have been foreseen and the Employer consents in writing.

6) **Material, Labour & Tests:**

The Consultant shall arrange all labour, materials, equipments, tools, tackles and everything necessary for the completion of the work. The Consultant will assume all responsibility for the safety, protection and accounting of all material and equipment and the work during structural audit. All methodologies used by the Consultant for Non-Destructive Tests and other necessary tests carried out by the Consultant must conform to the required IS specification and will be subject to the approval of the Employer. The Consultant shall also at his own expense arrange for carrying out any test of materials which the Employer may from time to time require or if so desired by the employer.

7) **Inspection of Work:**

During progress of the work the Employer shall be entitled at all times to have access to and inspect the work.

8) **Supervision:**

The Consultant shall provide one or more competent and technical qualified engineer duly and fully authorized to act on his behalf in all matters relating to the works to be carried out under or any other matter concerning this agreement and who shall at all times be present at the works while any work is in progress as per directions, explanations & instructions of Employer.

9) **Compliance with Statutory Regulations & Work Rules:**

The Consultant shall be responsible for complying with the applicable laws / bye laws / Regulations in force from time to time and shall have to bear all statutory liabilities to the workers / personnel engaged for the job. Nothing will be paid extra in this regard. If any amount is paid by the Employer with this regard the same amount shall be deducted from the Consultant's dues. The Consultant shall have to arrange insurance cover for the workers / personnel engaged by him for the job.

10) Determination of Contract:

In the event of Consultant failing to keep / adhere to agreed schedule of work, or in the event of the Consultant failing to comply with the provisions of this contract by default and / or negligence and / or suspension of work or in the event of Consultant failing to complete the work within the stipulated period, the Employer may terminate this Agreement forthwith and employ, at the Consultant's risk and cost, another consultant or sufficient number of workmen to complete the work.

11) Force Majeure:

This clause will be operative only if the work is delayed by

- a. Acts of God
- b. Earthquake or floods or similar natural calamities.
- c. Serious loss or damage by fire or lightning.

In case any Force Majeure condition herein mentioned occurs and continues for a period exceeding 30 days the parties hereto undertake to sit together and devise ways for expeditious and proper performance of the obligations of the parties under this order.

12) Arbitration:

"In the event of any dispute or difference relating to interpretation and application of provisions of the contract and all disputes/ claims whatsoever which shall either during the continuance of the contract or afterwards either between the parties to the contract or the respective representatives touching the construction/ application of any provision/ clause mentioned in the contract or any account or liability between the parties to the contract or as to any act or deed or omission of any party to the contract, in any way relating to these presents, shall be first at the discretion of the Bank attempted to be resolved in good faith by mutual discussion within 30 days of the dispute or question being raised failing which the same shall be settled by arbitration in accordance with provisions of Indian arbitration and Conciliation act 1996.

The Parties concerned shall designate an arbitrator on mutual consent/ consensus. The venue of the arbitration shall be exclusively at Kanpur and any award passed by arbitrator shall be final, conclusive and binding upon the parties and shall be deemed to have been made between parties themselves. The parties to the dispute shall share equally the cost of arbitration as intimated by the arbitrator".

IN WITNESS whereof the said contracting parties have set their hands and seals on the day and year first hereinabove witness.

Signed by the said consultant.

Signed by the Employer

In the presence of:

Witness 1:

Name:

Address:

Witness 2:

Name:

Address:



FINANCIAL BID

To,

**The Zonal Manager
Indian Bank
Zonal Office – Kanpur**

Dear Sir,

Engagement of Agency for Conducting Structural Audit of Bank's Building in Civil Lines Kanpur

With reference to your Tender Document dated....., I / We, having examined all relevant documents and understood their contents, hereby submit our Financial Bid for Conducting Structural Audit in Bank's Building located in Civil Lines – Kanpur.

Our professional fee for the services performed in terms of the Scope of Work as set out in the Tender document will be Rs.....(Rupees)

The taxes as applicable including GST will be extra.

All the out of pocket expenses will be borne by me /us and I / we will not charge any amount from Bank other than above quoted fee.

We agree to receive the fee after completion of structural audit work as specified in the scope of work and submission of completed report to the Bank

Note: - The quantity / number of various tests as mentioned above are indicative only. The Consultant will suggest the locations and no. of various tests required after surveying the buildings. Thereafter, after approval from the Client about the no. of tests to be conducted, the Consultant shall carry out the tests.

(Signature, Name and Designation of the Authorised signatory)

Place -

Date -