STATE BANK OF INDIA

Administrative Office, 1st Floor, BSNL-CTTC Building, Plot No.45-47, D-Road, MIDC, Satpur, Nashik- 422007.

TENDER FOR STRUCTURAL AUDIT OF BANK'S PREMISES SITUATED IN NASHIK & JALGAON AREA FROM THE EMPANELLED ARCHITECTS OF MAHARASHTRA STATE

Tender ID:MAHNSK202625

TENDER SUBMITTED BY:

NAME : ______________________________

ADDRESS : ______________________________

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GSTIN NO. : ______________________________

DATE : ______________________________

Signature and round seal of the firm

NOTICE OF INVITING TENDER (NIT)

Scope of work	Carrying out structural audit of SBI Branch / Office buildings through a govt. Approved structural consultant by conducting required non-destructive tests(NDT) such as carbonation depth test, rebound hammer test, core test, ultrasonic pulse velocity test, chemical analysis, half cell potential test, cover meter test or any other NDT test to ascertain the condition of the building and any other necessary tests to be done considering severity of damage.
Pre-qualification Criteria of consultant	1. Should be in the panel of architectural consultancy firms / architects empanelled with SBI LHO Maharashtra circle 2. The structural auditing should be conducted through a govt licensed agency. Government panel License of the structural consultant should be produced. 3. The structural auditor should be a qualified Civil structural engineer and also have minimum 5 years experience in conducting structural audit.
Hard copy of tender to be submitted at: (Individual building wise Technical and Price bid needs to submit as per RFP)	Chief Manager HR & Admin, Administrative office, 1st floor, BSNL-CTTC Building, Plot no.45-47, D-road, MIDC, Satpur, Nashik- 422007.
Tendering period & issue of tender documents	**13-08-2026 to 27-08-2026** May download tender documents from the website of the bank i.e. https://sbi.co.in/web/sbi-in-the-news/procurement-news and submit duly signed and signature to our address of hard copy submission
For technical queries	Deputy Manager (Civil) AO Nashik, 7600056174.
Last date & time for submission of tenders on	**27-08-2026 at 15:00 hrs**
Date of opening of tenders	**27-08-2026 at 15:30 hrs** In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time. (All bidders are advised in their own interest to be present on that day at the specified time for opening of technical bid and no separate communication shall be made.)
Liquidated Damages	As per relevant clause in the tender document
Validity of offer	90 days from the date of opening of Price-bid which may be extended in case of exigency
Selection procedure	The award of contract will be made Individual building-wise, to the Architect, whose bid has been determined to be the lowest for the particular premise, responsive and complying to all the criteria stipulated in this RFP process.

Signature and round seal of the firm

Date of Commencement of Work	Within 7 days from the issuance of Work Order
Last Date of Submission of Detailed Structural Audit Report	20 days from the issuance of work order Auditor must submit hard copies (2 set) as well as scan copy of Structural Audit Report along with the NDT test reports, duly signed on each and every page along with firm's seal.
Value of Interim Certificate	Full and Final payment after submission of Structural Audit Report. No advance shall be paid under any circumstances.

2. In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.
3. Bank reserves the rights to accept any or to reject all the tenders in part or whole without assigning any reasons thereof and no correspondence shall be entertained in this regard.
4. Tenders can be downloaded from www.sbi.co.in (link) <SBI in the news/Procurement News>.It shall be responsibility of the Vendor to arrange and ensure that all pages of technical and financial bid are properly bound separately. Tenders in loose pages shall be disqualified.
5. The consultant shall sign and stamp each page of the tender document thereby ensuring the number and sequence of all pages. Tender documents without seal and signature of the authorized tenderer are liable to be rejected.
6. Conditional tenders shall be summarily rejected.
7. The Bank reserves the right to change the dates / timelines mentioned in this Tender document. If the same is done, the modified dates / timelines etc, will be updated on Bank's website by publication of Corrigendum / addendum.
8. Bank's reserve their rights to accept or reject any or all the tenders, either in whole or in part without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.
9. Any corrigendum / addendum in the matter will be published on Bank's website only.

Sd/-

CHIEF MANAGER (HR & Admin), AO NASHIK

Signature and round seal of the firm

SECTION II
INSTRUCTIONS TO BIDDERS

Scope of the work:

Structural audit shall be carried out as a qualitative assessment in accordance with latest guidelines of Indian Society of Structural Engineers and relevant IS code.

a. Taking the employer's instructions, visiting the sites, preparing sketch designs which shall be in accordance with local governing codes / standards, regulations etc.

b. Prepare and submit architectural detailed drawings and structural drawings as per Bank's requirement as per necessary and as per Bank's instructions. The proposal should also include various stages of services to be rendered by the consultants in co-ordination with the Bank.

c. Assuming full responsibility of his own Structural consultant during structural audit works.

d. Assisting the Bank in preparing reports to Chief Technical Examiner (CTE)'s Organization if required.

e. Rendering any other services connected with works usually and normally rendered by the Architect but not referred to herein above.

f. Taking the employer's instructions, visiting the sites, preparing sketch designs which shall be in accordance with local governing codes / standards, regulations etc.

g. The Audit Reports should be submitted in 4 Sets in Hard Copies & corresponding Soft Copies.

h. The Structural Audit Report of the premises should be include:-

1) Rebound Hammer Test

2) Ultra Sonic Pulse Velocity Test

3) Carbonation Test

4) Half Cell Potential Test

5) Chemical Analysis (For Chloride, So3 and PH Value)

6) Cover Meter Survey

7) Core Test

8) Theoretical Analysis of the building (Based on structural Drawing)

9) Analysis of the building structure by preparing structural drawing.

And any other necessary test as per severeness of structure.

The Structural Consultant is also directed to submit conclusive structural audit report with distress mapping, colour photographs etc of the building with clear remark of Fitness of Structure.
The remedial repair works shall be proposed preferably for 12 to 15 years enhanced life of the structure/s from the techno-economical point of view.

Signature and round seal of the firm

1. **The bids shall be submitted in Two envelops**

Envelope 1 –

- Technical Bid (duly filled up, signed and stamped on each page).
- Details of the structural consultant with license for conducting structural audit and valid documents to prove their experience in the structural audit field certificates also experience

2. **Envelope 2 –**

- Financial Bid – Duly filled with sign and stamp on each page. The Bidders shall sign and stamp each and every page of technical bid and financial bid.

- **Note: Individual Price bid to be submitted in different Envelope 2 for Individual Premises whereas single Technical bid signed and seal of firm is sufficient in this case.**

3. The Bidders are advised to visit and inspect the buildings and understand the volume of works involved in conducting the structural audit.

4. The rates quoted shall be for complete work at site and should be inclusive of incidentals expenses necessary for carrying out the work i.e. net to the Bank (SBI). The rates shall be exclusive of GST.

   IMPORTANT: Please note rates shall be quoted including consideration of necessary repair works such as paneling, partition opening, cutout opening etc as applicable during structural examination / testing works. Also, necessary repair works costing shall be considered while quoting the rates i.e. refinishing of original surfaces after completion of structural examination such as core cut filling, plastering, repairing of paneling, partition etc complete as applicable as per original condition.

5. **Selection procedure**
6. The award of contract will be made Individual building-wise, to the auditor, whose bid has been determined to be the lowest for the particular premise, responsive and complying to all the criteria stipulated in this RFP process.

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7. The Bank reserves the right to change the dates / timelines mentioned in this Tender document. If the same is done, the modified dates / timelines, will be through registered email.
8. Interested bidders are advised to go through the entire RFP before signing it to avoid any chance of elimination. The eligible empanelled Architects desirous of taking up the project for providing of proposed services for the Bank are invited to submit their in response to this RFP.

BID EVALUATION

- Bidders qualifying minimum eligibility criteria shall be shortlisted for opening of Sealed Individual price bid for individual premises.

- The award of contract will be made individual premises-wise to the bidder whose bid has been determined to be the lowest for the particular premise, responsive and complying to all the criteria stipulated in this RFP process.

APPLICATION FORM

1	Name of the Organization	
2	Full Postal Address of Organization with Pin Code	
3	Contact Details: (i) Name of Contact Person (ii) Phone No. (iii) Mobile No. (iv) E-mail ID	…………………………………………… …………………………………………… …………………………………………… ……………………………………………
4.	Name of Structural consultant with qualification	
5.	Registration of Strcuctural consultant with Govt. Authorities (Enclose certified copies of documents as evidence to this document)	
	a. Income Tax (PAN) No.	
	b. Goods & Service Tax No. (GST)	
6	Names of Directors / Partners / Associates / Proprietor	

Signature of the applicant with seal

Date:

Signature and round seal of the firm

Annexure – **'A'**

PREMISES DETAILS OF WHICH STRUCTURAL AUDIT TO BE DONE:

Note: Individual Branch wise Price bid to be submitted in different Envelope 2.

Name to be written on sealed quotation / price bid	Old Agra Road	Satpur Industrial Estate	Cidco	Deolali	HAL Ojhar	MIDC Jalgaon	Jalgaon Main
Type of structure	G+1 commercial building	G+1 commercial building	G+1 commercial building	Ground floor commercial building	Ground floor commercial building	G+1 commercial building	G+1 commercial building
Year of construction / Age of the building (Approximate)	40 Y	39 Y	20 Y	50 Y	47Y	33 Y	58 Y
Approx. Built up area	12777 sq.fts	16850 sq.fts	13690 sq.fts	10000 sq.fts	8500 sq.fts	6478 sq.fts	13175 sq.fts
(Approximate area mentioned in the document, bidder need to visit the site and cross check the area and quote the rate accordingly for the entire building)							
Current use of structure	Commercial	Commercial	Commercial	Commercial	Commercial	Commercial	Commercial
Available of Drawings	No	No	No	No	No	No	No
Previous investigation / audit / rehabilitation history	Not any	Not any	Not any	Not any	Not any	Not any	Not any
Location / Address	Nashik City	Nashik City	Nashik City	Nashik Rural	Nashik Rural	Jalgaon City	Jalgaon City
Contact details of person		Civil Engineer (7600056174)					

Signature and round seal of the firm

Annexure – **'B'**

UNDERTAKING

(To be submitted by the Applicant on its Letter Head along with this application)

CM HR & Admin, Zonal Office,
State Bank of India,
1st Floor, BSNL-CTTC Building,
Plot no.45-47, D-Road, MIDC,
Satpur, Nashik- 4222007.

I/We hereby certify that:

1. I / We have submitted the document strictly on the format prescribed by the Bank and are available on the Bank's site & there is no change in formatting, number of pages etc.

2. I / We have checked that no page is missing and all pages as per the index and checklist are available & that all pages of document submitted by us are clear & legible.

3. I / We have signed and stamped all the annexures / required documents before submitting the same.

4. I /We have read carefully & understood the instructions contained in this document.

5. I / We hereby understand and confirm that all Tender documents and supporting documents / annexures etc. required to be submitted by us, are strictly in the prescribed format. In case the bid / documents submitted by us along with this tender, are found to be in any other formats and not complying this condition, we hereby authorize the Bank to summarily reject our tender for which we shall not make any protest.

6. I / We hereby undertake and confirm that all the information furnished in this tender is correct and true to the best of our knowledge and belief and we own full responsibility for its correctness and authenticity.

Signature of Applicant with Seal

Signature and round seal of the firm

INSTRUCTIONS TO BIDDER

1. **Purpose:**

   Structural Audit of the Bank's own / long lease Premises situated in Nashik, Nashik Rural and Jalgaon.

2. **Invitation:**

   The bidders desirous of taking up the project for providing above services for the Bank are invited to submit their quotation proposal in response to this Tender. The criteria and the actual process of evaluation and subsequent selection of the Successful Bidder will be entirely at the Bank's discretion. We seek proposals adhering to the Bank's requirements outlined in this tender, from bidders who have the necessary experience, capability & expertise to provide structural audit services adhering to the Bank's requirement outlined in this Tender.

   This Tender document is not an offer by the Bank, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the Tender process unless and until a formal contract is signed and executed by duly authorized official(s) of the Bank with the Successful Bidder.

3. **Eligibility Criteria:**

   Bid is open to all Bidders who meet the eligibility criteria as mentioned herein above in the RFP. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP.

4. **Disclaimer:**

   i. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders.

   ii. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

   iii. The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of SBI, is subject to the terms and conditions set out in this RFP.

   iv. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advice / clarifications from concerned bank personnel. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

v. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.

vi. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

vii. The Bidder is expected to examine all instructions, forms, terms, and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.

viii. Any effort by the bidder to influence the Bank in the bid evaluation, bid comparison, or contract award decisions may result in the rejection of its bid.

5. **Bid Integrity:**

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

6. **Contents of Bid Document:**

   i. All the parts of this tender documents i.e., Tender Notice, General Condition of the Contract and Instructions to the Bidders, Terms and Conditions, Scope of works, Offer Letter, Annexures etc. shall constitute part of the contract document.

   ii. The Bidder must thoroughly study / analyze and properly understand the contents of this RFP, its meaning and impact of the information contained therein.

   iii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect, will be at the Bidder's risk and responsibility and the same may result in rejection of its Bid.

   iv. The Bid documents prepared by the Bidder, as well as all correspondences relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.

v. All the required documents should be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature. The bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.

vi. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

vii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished,the documents have been properly signed. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.

7. **Submission of Signed tender document and Annexures:**

(i) The bidders are advised to send by post on the address mentioned above the Signed tender document and Price Bid before the end date and time of submission of bid as mentioned in the NIT hereinabove. All the required documents should be signed / stamped by the authorized person(s).

(ii) Tenders received after the due date and time shall be rejected outrightly.

Note: Individual Price bid to be submitted in different Envelope 2 for Individual Premises.

The bidders are advised to submit the Tender Document and Price Bid in Envelopes in following way.

Envelope 1 :- Duly signed and sealed Tender Document with all forms and annexures filled.

Envelope 2 :- Individual Price Bid with Name of Premises written on the Envelope.

Envelope 3:- Sealed envelope including Envelope 1 and all individual premises wise Envelope 2 With Name of the Firm / Auditors and name of Premises Information written on it

Note: Individual Price bid to be filled and sealed in different Envelope 2.

8. **Submission of Price Bid:**

(i) The bidders are advised to quote their rates in Price Bid Annexure for Individual Premises and Sealed Envelopes to be send on mentioned address before the end date and time of submission of bid as mentioned in the NIT. The format of price bid is placed at seperately.

Note: Individual Price bid to be submitted in different Envelope 2 for Individual Premises.

The bidders are advised to submit the Tender Document and Price Bid in Envelopes in following way.

Envelope 1 :- Duly signed and sealed Tender Document with all forms and annexures filled.

Envelope 2 :- Individual Price Bid with Name of Premises written on the Envelope.

Envelope 3:- Sealed envelope including Envelope 1 and all individual premises wise Envelope 2 With Name of the Firm / Auditors and name of Premises Information written on it

(ii) The rate should be quoted in Indian Currency (₹) only.

(iii) The bidder shall ensure that they are fully conversant with the premises in question for the work specified, before submitting the price bid.

9. **Cost of Bid Document:**

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, procurement of digital signature, expense associated with any demonstration or presentations which may be required by the Bank, or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

GENERAL CONDITIONS OF THE CONTRACT

1. DEFINITIONS:

In this RFP and the ensuring Contract, if any, the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

'Employer / Bank' means State Bank of India, Estate Department having its Office at 9th Floor, State Bank Bhavan, Nariman Point, Mumbai - 400 021 and includes its representatives, successors and assigns.

'Competent Authority' means authority nominated to exercise power of approval, sanction and acceptance concerning administrative, financial and technical aspects of transactions done on behalf of the Bank.

'Bidder / Bidder' means an eligible entity / firm submitting the Bid in response to this RFP.

'Bid' means the written reply or submission of response to this RFP.

'Contract / Agreement' means the Agreement / Service level agreement entered strictly in the format advised by the Bank, (including all attachments and appendices thereto and all documents incorporated by reference therein) to be executed between the Bank and the selected/successful bidder as per this RFP, for providing the Services. The NIT, General Condition of the Contract, Instructions to the Bidders, Terms and Conditions, Scope of works, Offer Letter, Annexures etc. shall constitute a part and parcel of the Contract.

'Vendor / Service Providers' means the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid and commercial bid has been accepted and who has been declared as the Successful Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by Bank. It shall also include their legal representative(s), successors or assigns.

'Site' means Residential Premises situated in Nashik city, Nashik rural area and Jalgaon city area where the work is to be carried out. A list of such Premises is placed as Annexure – **'A'**.

'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.

'Month' means calendar month.

'Week' means seven consecutive days starting from Monday.

'Day' means an English calendar day.

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

2. GOVERNING LANGUAGE:

The governing language shall be English.

3. SERVICE PROVIDER TO BE DULY INFORMED:

The Service Provider shall be deemed to have carefully examined the work, site conditions, various conditions, job requirements, and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carry out their own investigations to arrive at the rate(s) to be quoted in the tender. In this regard, they will be given necessary information available with the Bank. If the Service Provider shall have any doubt as to meaning of any portion of the conditions, or the scope of work or any other matter concerning the contract, he may seek clarifications from the Bank through email as mentioned in the NIT, prior to the cut-off date of submission of Pre-bid queries.

4. AWARD OF CONTRACT:

(i) The Bank will award the contract to the bidder who has been declared as the Successful Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by Bank.

(ii) The Bank will notify successful bidder through e-mail and work order will be issued to the successful bidder. The selected bidder has to return the duplicate copy of the same to the Bank within five (5) working days, duly accepted, stamped and signed by the authorized signatory in token of acceptance.

(iii) Also, the Bank reserve their rights to withdraw / cancel / delete any work of any site in part or whole any time during the currency of contract by giving one month's notice in writing without assigning any reasons therefor and the Service Provider shall have no right to make any representation for the same.

5. ASSIGNMENT, SUBLETTING AND SERVICE PROVIDER'S SUPERINTENDENCE:

The whole of work included in the contract shall be carried out by the Service Provider and he shall not entrust or engage or indirectly transfer assign or share any part of the contract or interest therein without the written consent of the Bank and no undertaking shall relieve the Service Provider from the responsibility of the Service Provider from the duties and responsibilities under this RFP / contract and form active superintendence of the work.

6. CONTRACT PERIOD:

The contract, if awarded shall be valid for the period of 90 (Ninety) days from the date of issuance of work order. In case of breach of contract or in the event of the Service Provider not fulfilling the minimum requirements / statuary requirement or satisfactory services, the Bank shall have the right to terminate the contract forthwith, in addition to forfeiting the performance security amount deposited by the Service Provider and initiating necessary action as deemed fit including de-paneling the firm solely at the discretion of the Bank.

7. TAXES AND DUTIES:

i. Service Provider shall be liable to pay all corporate taxes and income tax, State Govt. Taxes, etc. as applicable, that shall be levied according to the laws and regulations applicable from time to time in India and the price e-Bid by Service Provider shall include all such taxes incidence in the quoted price. Bidder may consider future incidental taxes, charges as such whilst quote of price e-bid. However, Bank will pay GST on invoices as statutorily applicable.

ii. All expenses, stamp duty and other charges/ expenses in connection with this RFP and the execution of the Agreement, shall be borne by Service Provider. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

8. TAX DEDUCTION AT SOURCE:

i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall affect such deductions from the payment due to Service Provider. Nothing in the Contract shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Contract.

9. LIQUIDATED DAMAGES:
Should the work be not completed to the satisfaction of the Bank within the stipulated period, the Bidder shall be bound to pay to the Bank a sum calculated @ 0.5 % of the accepted Contract Price per week of delay, subject to a maximum of 5% of the Contract Price or Certified Bill Value, whichever is higher, by way of liquidated damages and not as penalty during which the work remains uncommented or unfinished after the expiry of the completion date.

10. SETTLEMENT OF DISPUTES:

- **Resolution of Dispute:** In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract arises, the parties may mutually settle the dispute amicably.

- **Applicable Laws:** The contract shall be governed in accordance with Indian law.

- **Jurisdiction:** All suits arising out of the RFP / Contract shall be instituted in the court of competent jurisdiction situated in Mumbai only and not elsewhere.

11. TERMINATION:

A. TERMINATION FOR DEFAULT:

i. The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 15 (fifteen) days, terminate the Agreement in whole or in part:

(a) If Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the Bank.

(b) If Service Provider fails to perform any other obligation(s) under the RFP/Agreement.

(c) On happening of any termination event mentioned in the RFP/Agreement. Prior to providing a written notice of termination to Service Provider under clause *10.A.(i).(a) and 10.A.(i).(b),* the Bank shall provide Service Provider with a written notice of 15 (fifteen) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.

iii. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.

iv. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation.

v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.

vi. In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

B. TERMINATION FOR INSOLVENCY:

The Bank may at any time by notice in writing summarily terminate the contract without compensation to the Service Provider in any of the following events, that is to say:

a. If the Service Provider being an individual or a firm: Any partner in the Service Provider's firm, is at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or
b. If the Service Provider being a company: It has passed a resolution, or the any court / forum has made an order for its liquidation or a receiver or manager on behalf of the debenture holder has been appointed or such circumstances shall have arisen entitles the court / forum or debenture holders to appoint a receiver or manager.

C. TERMINATION FOR CONVENIENCE:

i. The Bank, by written notice of not less than 15 days, may terminate the Contract, in whole or in part, for its convenience. Provided that the same shall not be invoked by the Bank before completion of half of the total Contract period.

In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

12. CODE OF INTEGRITY AND DEBARMENT / BANNING:

i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.

ii. Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.

iii. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.

iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

(a) "**Corrupt Practice**" means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

(b) **"Fraudulent Practice"** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in an RFP process or to secure a contract or in execution of the contract;

(c) **"Coercive Practice"** means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

(d) **"Anti-competitive Practice"** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

(e) **"Obstructive Practice"** means materially impede the Bank's or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank's rights of audit or access to information;

v. Debarment / Banning

Empanelment/participation of Bidders and their eligibility to participate in the Bank's procurements is subject to compliance with code of integrity and performance in contracts as per terms and conditions of contracts. Following grades of debarment from empanelment/participation in the Bank's procurement process shall be considered against delinquent Vendors/Bidders:

(a) Holiday Listing (Temporary Debarment - suspension):

Whenever a Service Provider is found lacking in performance, in case of less frequent and less serious misdemeanors, the vendors may be put on a holiday listing (temporary debarment) for a period up to 12 (twelve) months. When a Vendor is on the holiday listing, he is neither invited to bid nor are his bids considered for evaluation during the period of the holiday. The Service Provider is, however, not removed from the list of empaneled vendors, if any. Performance issues which may justify holiday listing of the Vendor are:

- Service Providers who have not responded to requests for quotation/tenders consecutively three times without furnishing valid reasons, if mandated in the empanelment contract (if applicable)
- Repeated non-performance or performance below specified standards (including after sales services and maintenance services etc.);
- Service Provider undergoing process for removal from empanelment / participation in procurement process or banning / debarment may also be put on a holiday listing during such proceedings.

(a) Debarment from participation including removal from empaneled list

Debarment of a delinquent Service Provider (including their related entities) for a period (one to three years) from the Bank's procurement including removal from empanelment, wherever such Service Provider is empaneled, due to severe deficiencies in performance or other serious transgressions. Reasons which may justify debarment and/or removal of the Service Provider from the list of empaneled Service Providers are:

- Without prejudice to the rights of the Bank hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 3 (three) years from the date of debarment.
- Service Provider fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely or fails to cooperate or qualify in the review for empanelment.
- If Service Provider ceases to exist or ceases to operate in the category of requirements for which it is empaneled.
- Bankruptcy or insolvency on the part of the Service Provider as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency.
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents.
- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation.
- Employs a government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest / bank's interest.

- If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company have been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

(b) **Banning from Ministry/Country-wide procurements:**

For serious transgression of code of integrity, a delinquent Service Provider (including their related entities) may be banned/debarred from participation in a procurement process of the Bank including procurement process of any procuring entity of Government of India for a period not exceeding three years commencing from the date of debarment.

Annexure – **'C'**

SCOPE OF WORK

Carrying out structural audit of the captioned premises, by various Non-Destructive Tests (NDT) such as Carbonation Depth Test, Rebound Hammer Test, Core Test, Ultrasonic Pulse Velocity Test, Chemical Analysis, Half Cell Potential Test, cover meter test or any other NDT test to ascertain the condition of the building considering its severity of damage and submission of detailed Audit Report with fitness certificate.

Preparation of all floors AutoCAD plans indicating various defects on walls, slabs, columns, beams, staircase, (Superstructure), etc.

Consultation of remedies over the defects.

Any damage and deterioration of structure during core test and any other to be rectified by the auditor personnel himself with the same quality of original structure.

Contents of the Structural Audit Report shall contain

- Visual Inspection
- Observation and Remarks
- Inference of NDT and Other important Test
- Concluding Remarks
- Remedial Measures/ Recommendation for Beam, Column, Slabs, Walls, Waterproofing, etc.
- NDT Test result.
- DT Test results.
- Summary and Approximate Estimate of repairs of work.
- Fitness Certificate, Etc.

Signature and round seal of the firm