



REQUEST FOR PROPOSAL (RFP)

For Appointment of Structural Audit Consultant for Conducting Structural Audit, Non-Destructive Testing (NDT), Space Audit and Allied Consultancy Services for Bank Building of Uttar Pradesh Gramin Bank at Farrukhabad

RFP Ref No: UPGB/HO/PE/2026-27/01

Date: 25-02-2026

Invitation For Bids

UPGB acronym for Uttar Pradesh Gramin Bank (hereinafter referred to as 'the Bank'), a Regional Rural Bank sponsored by Bank of Baroda, invites sealed proposals under two-bid system from reputed, experienced and technically qualified Structural Engineering Consultancy Firms for undertaking comprehensive Structural Audit, Non-Destructive Testing (NDT), Space Audit and preparation of detailed repair methodologies for identified Bank premises across Uttar Pradesh.

Important Bid Details:-	
Last Date of Submission:	09-03-2026 till 03:00 PM
Date of Pre-Bid Meeting:	05-03-2026 till 05:00 PM
Date of Opening of Pre-Qualification/Technical bid:	09-03-2026 at 03:30 PM
Availability of Bid document	Bid document could be downloaded from: www.upgb.bank.in
Place of Opening of Bids:	General Manager, P&E 2 nd & 3 rd Floor, NBCC Commercial Complex, Gomti Nagar Lucknow – 226010 E-Mail: pe.ho@upgb.bank.in

Note: All Pages of this RFP should be duly signed and stamped by authorized signatory.



Minimum Eligibility Criteria:

The Firm/Company:-

1. Should have at least 5 years of experience in the field of Consultancy and conducting of Structural Audit, NDT, and Space Audit of various Buildings. Should have services of Licensed Structural Engineers registered with appropriate authorities authorized for the Structural Audit/NDT works.
2. Experience of Structural Audit as per the guidelines of the Indian Society of Structural Engineers is essential.
3. Should have successfully completed in last 3 Financial Years, at least three work-orders in the field of Consultancy for Structural Audit/Space Audit of various Buildings including conducting NDT, preparation of BOQ with estimates, drawings/specifications based on NDT for reputed organisations. Each consultancy work order inclusive of NDT work should be above Rs. 3.00 lakh.
4. Should submit audited balance sheets / P&L account and Income Tax clearance certificates for the last 3 financial years.

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Interested applicants should submit their application as per enclosed Proforma & Annexure giving requisite details. All documents should be duly signed and stamped by an authorized signatory of the firm / company and all facts/figures should be supported by appropriate documentary evidence / certificates.

NOTE: The Pre-Qualifying (Technical) bid and Financial Bid should be put in separate envelopes superscribed as Technical bid and Financial bid respectively and sealed. The said two sealed envelopes shall be put in a third sealed envelope superscribing "For Empanelment and Appointment of Structural Audit Consultant for Conducting Structural Audit, Non-Destructive Testing (NDT), Space Audit and Allied Consultancy Services for Bank Buildings in Uttar Pradesh Gramin Bank" to be submitted at General Manager, P&E, 2nd Floor, NBCC Commercial Complex, Gomti Nagar, Lucknow – 226010.

The Financial Bid of only those who qualify in terms of eligibility criteria will be opened and the date of opening of financial bid shall be intimated to the bidders.



INSTRUCTIONS TO THE PQ BIDDER

All Technical bid papers annexed along with the Technical Bid' document should be serially numbered on the top right hand corner of every page.

All pages of the technical bid document should be duly signed and stamped by the authorized signatory of the applicant. The PQ bid document should be submitted in original. Technical bid document not submitted in original will be rejected.

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The applicant should submit all requisite documents in support of information furnished in the Technical/PQ Bid document and should be attested by an authority competent to attest the documents. Failure to attach attested copies may lead to disqualification of the bidder.

Tenders should be in the specified form (Non-transferable) which may be downloaded from our website www.upgb.bank.in. The completed document should be submitted along with necessary papers in prescribed proforma on or before 03:00PM on 09-03-2026 at General Manager, P&E, 2nd Floor, NBCC Commercial Complex, Gomti Nagar, Lucknow – 226010.

Tenders should be submitted super-scribed with the name of the work. They will be received till 09.03.2026 upto 03:00 PM. The Pre-Qualification Bid i.e. Technical will be opened on 09.03.2026 at 03:30 PM in the presence of bidders who choose to be present. Date of opening the Financial Bid shall be intimated later to the participating bidders.

The employer (Uttar Pradesh Gramin Bank) does not bind itself to accept the lowest or any TENDER, and Uttar Pradesh Gramin Bank, reserves its right of accepting the whole or any part of the TENDER and the Bidder shall be bound to perform the same at the rate quoted.

Pre-Qualifying Bid i.e. Technical bid and the Financial bid should be enclosed in separate sealed envelope, superscribing “ Technical bid” and “ Financial bid respectively” thereon. The above said two sealed envelopes shall be put in a third sealed envelope superscribing “For Empanelment and Appointment of Structural Audit Consultant for Conducting Structural Audit, Non-Destructive Testing (NDT), Space Audit and Allied Consultancy Services for Bank Buildings in Uttar Pradesh Gramin Bank” to be submitted at General Manager, PE, 2nd Floor, NBCC Commercial Complex, Gomti Nagar, Lucknow – 226010.

A pre-bid meeting is arranged on 05.03.2026 at 11:00 AM at 2nd Floor, NBCC Commercial Complex, Gomti Nagar, Lucknow – 226010.

TENDER submitted shall remain valid for 90 days from the date of opening of financial bid for the purpose of acceptance and award of work. Validity beyond 90 days from the date of opening shall be by mutual consent.

The Bidder shall quote rates both in figures and words. On checking if there are differences between the rates quoted by the Bidder in words and in figures, the rates in words will be considered as final.

Before quoting, the Bidder shall inspect the site, to fully acquaint himself about the condition in regard to accessibility of the site, nature and extent of ground, working condition of site and locality including stacking of materials, installations of tools and plants (T&P) etc.,



उत्तर प्रदेश ग्रामीण बैंक UTTAR PRADESH GRAMIN BANK

(सरकार के स्वामित्वाधीन अनुसूचित बैंक)

(Scheduled Bank Owned by Government)

conditions affecting accommodations and movement of labour etc. required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the Employer in any circumstances.

Except writing rates and amounts, the Bidder should not write any conditions or make any changes, additions, alterations and modifications in the printed form of Tenders. No conditional rebate will be accepted.

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Bidder should attach required proofs (Self attested Photocopies) for the eligibility criterion while submitting tenders, though originals may be required for verification thereof. Certificate in support of works of similar nature, for a minimum value as indicated in Technical Bid should also be submitted along with the Technical bid i.e Pre-Qualifying Bid.

All tender papers annexed along with the 'Bid' should be serially numbered on the top right hand corner of every page. All pages of the tender document should be duly signed and stamped by the authorized signatory of the applicant. The tender document should be submitted in original. Tender document not submitted in original will be treated as invalid and rejected. The applicant should submit complete set of documents in support of information furnished in the Bid document.

The Structural Audit reports in hard copy should be submitted in triplicate along with a soft copy. As the building is old building, UPGB, will not be able to provide any DATA, Drawings & Documents related to the buildings. All the necessary works related to the Job component shall be under the scope of the party.



BROAD SCOPE OF CONSULTANCY WORK

(Subject to vary at the discretion of the Bank)

STRUCTURAL AUDIT:

1. Structural audit shall be carried out as a qualitative assessment in accordance with latest guidelines of Indian Society of Structural Engineers. a) Collection of Preliminary data; b) Pre-repair survey c) Visual health inspection of buildings covering internal, external and common areas using light tapping hammer, d) marking in floor plans all the visible defects, deterioration and quantification. Preliminary report after conducting visual inspection is to be submitted by incorporating the finding in aforesaid locations.
2. Assessment of damages of RCC members through NDT (Non-Destructive Testing) with calibration chart for the site. Number of the test to be carried out in each block shall be decided as per Standard Norms defined by Indian Society of Structural Engineers for ascertaining structural stability of building/structure to ensure safety of inhabitant/users of these building/structure.
3. The tests may include the following the list of tests or as per best practice of industry. Indicative list of test is given in below mentioned table.

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S.No	Non-Destructive Tests
1	Digital Rebound Hammer Test
2	Ultrasonic Pulse Velocity Test
3	Half Cell Potential Test for Corrosion Mapping
4	Carbonation Depth Test
5	Core Test
6	Rebar Locator
7	Chemical analysis of the Concrete samples including measurement of Chloride, Sulphate content and pH.
8	Any other test, if required

4. Bank reserves the right to increase and decrease the number of tests as per the joint inspection carried out by the representative of the agency and Banks Engineer.
5. Finding the probable causes of damages, seepage / leakages and status of external plumbing installations.
6. Obtaining necessary permission for appropriate Municipal Authority/ Govt Authority etc. As per requirement or if needed.
7. Final report containing the following to be submitted:
 - a. The findings from detailed visual inspection.



- b. Non-destructive test results.
- c. Detailed description/finding of the structural assessment based on the visual inspection and the NDT result.
- d. Suggested remedial measures.
- e.

General Instructions to Bidders:-

- All costs and expenses incurred by the Bidders in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by UPGB, will be borne entirely and exclusively by the Bidder.
- No binding legal relationship will exist between any of the Bidders and UPGB until acceptance of job order, except the pre-contract Integrity Pact to be submitted along with the Bid. Post evaluation and finalization of the Bids and identification of the successful Bidder, the Integrity Pact will form part of the definitive agreement to be signed by the successful Bidder. For the other Bidders, the pre-contract Integrity Pact will be binding on them for any acts/omissions committed by the Bidder in violation/breach of the said pre-contract Integrity Pact in relation to the Bid submitted.
- Each Bidder acknowledges and accepts that UPGB may in its absolute discretion vary selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible bidder.
- Every Bidder will, by submitting his Bid in response to this RFP, be deemed to have accepted the terms of this RFP and the Disclaimer.
- UPGB may, in its absolute discretion, seek additional information or material from any Bidder/s even after the tender/RFP closes and all such information and material provided must be taken to form part of that Bidder's response.
- Bidders should provide details of their contact person, telephone, email and full address(s) to ensure that replies to RFP could be conveyed promptly.
- If UPGB, in its absolute discretion, deems that the originator of any query will gain an advantage by any response to such query, then UPGB reserves the right to communicate such response to all Bidders.
- Queries / Clarification if any, may be taken up with the contact person/s detailed above before the deadline for submission of Bids between 1030 Hrs to 1730 Hrs on Monday to Friday, excluding public holidays.
- **Bidder should not have been banned or delisted by any Government, Quasi**



Government agencies, Statutory, Regulatory, PSUs or PSBs and its subsidiaries.

- UPGB will notify all short-listed Bidders in writing or by mail or by publishing in its website as soon as practicable about the outcome of their RFP. UPGB is not obliged to provide any reasons for any such acceptance or rejection.

Before submitting the offer/bid, vendors may visit UPGB's Farukhabad site, where this work is to be executed.

Soft Copy of Tender/RFP Document: The softcopy of the RFP will be available at Bank's website: <http://www.upgb.bank.in>.

Non-Transferability of Tender/RFP:

This tender/RFP document is not transferable.

Amendment to the Bidding/Tender/RFP document:

At any time prior to the deadline for submission of Bids, UPGB, for any reason, may modify the Bidding/Tender/RFP document, by amendment or corrigendum.

The amendment will be posted on UPGB's website www.upgb.bank.in

All Bidders must ensure that all amendments/enhancements (if any) in the RFP have been considered by them before submitting the Bid. UPGB will not have any responsibility in case of any omission by Bidder/s.

UPGB at its discretion may extend the deadline for the submission of Bids.

UPGB shall not be liable for any communication gap. Further UPGB reserve the right to scrap the tender or drop the tendering process at any stage without assigning any reason.

Documents Comprising the Bid (Please follow the instructions, if any, separately prescribed in the Formats)

1. Bidder's information in the format as prescribed in **Annexure I**;
2. Compliance Statement Declaration in the format as prescribed in **Annexure II**;
3. List of Deviations, if any, in the format as prescribed in **Annexure III**;
4. Undertaking on Prequalification in **Annexure IV**;
5. The **Commercial Bid Covering letter** as per **Annexure V**;
6. **Commercial Bid Format** as per **Annexure VI**;
7. Resolution Matrix in the format in **Annexure VII**;
8. Pre-Contract Integrity Pact (wherever applicable) in the format in **Annexure - VIII** (*The Pre-Contract Integrity Pact should be submitted neatly typed in on*



Rs.100/- non-judicial stamp paper duly signed by the authorized signatory and the same will be signed on behalf of UPGB subsequently. The date of execution should be the date as mentioned in the Technical Bid by the Bidder)

9. **Service Level Agreement** as per **Annexure IX**;
10. **Bank Guarantee** as per **Annexure X**.
11. **Declaration regarding clean track record** in the format as prescribed in **Annexure XI**;
12. **Letter of competence** in the format of **Annexure-XII**
13. **Non Disclosure agreement(NDA)** in the format as prescribed in **Annexure-XIII**
14. **Declaration regarding close relationship with the Bank Employees-** in the prescribed format of **Annexure-IV**

Bid Currency

Bids to be quoted as per the format and INR shall be used in all paces.

Earnest Money Deposit (EMD)/Bid Security Declaration

All the Bids must be accompanied by a Bid Security Declaration as per format mentioned below:



Bid Security Declaration

To

The General Manager (Premises & Equipment)

Uttar Pradesh Gramin Bank

HO: Lucknow

RFP Ref No: UPGB/HO/PE/2026-27/01

Date: 23-02-2026

I/We , irrevocably declare as under:

I/We understand that, as per Clause _____ of Tender/bid conditions, bids must be supported by a Bid Security Declaration in lieu of Earnest Money Deposit.

1. I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of **Three years** from the date of disqualification as may be notified by you (without prejudice to UPGB's rights to claim damages or any other legal recourse) if,
2. I am /We are in a breach of any of the obligations under the bid conditions,
3. I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.

On acceptance of our bid by UPGB, I/we failed to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.

Signature:

Name & designation of the authorized person signing the Bid-Securing Declaration Form:

Duly authorized to sign the bid for and on behalf of: _

Dated on ___ day of _____.

(Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid.



Note:- In the absence of this declaration the Bid may not be considered for further evaluation. Any Bid received without this declaration in proper form and manner shall be considered unresponsive and rejected.

Implementation schedule

Assessment of requirement and submission of report & Bill of Quantities/ Tender document for the work to be carried out at the proposed locations. Providing estimated project cost	14 working days from acceptance of work order
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Penalty of 0.2% of the quoted fee shall be deducted for the delay of each day.

Period of Validity of Bids

Prices and other terms offered by Bidders must be valid for a period of 12 months from the date of opening of commercial Bid for acceptance by UPGB.

In exceptional circumstances UPGB may solicit the Bidders' consent for extension of the period of validity. Any such request and response thereto shall be made in writing.

Format and Signing of Bids

Each Bid shall be submitted in two parts:

Part I: consists of proof of Bid Security Declaration, all Annexures except Annexures V and VI. The above contents will be referred to as “**Technical Proposal**”.

Part II : Covering only the Commercial Bid herein referred to as “**Commercial Proposal**”, which shall comprise Annexures V and VI only.

The Original Bids shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The person or persons signing the Bids shall put their initials on all pages of the Bids, except for un-amended printed literature.

Sealing and Marking of Bids

Master envelope super scribed as “**Proposal for Conducting of Structural Audit and Non-Destructive Tests of Uttar Pradesh Gramin Bank Bank’s Building at Farukhabad**” shall be addressed to UPGB at the address given below:

प्रधान कार्यालय:द्वितीय एवं तृतीय तल,एनबीसीसी कमर्शियल कॉम्प्लेक्स, वरदान खंड, गोमती नगर एक्सटेंशन, लखनऊ-226010
Head Office: 2ndand 3rdfloor, NBCC Commercial Complex, VardanKhand, Gomti Nagar Extension, Lucknow - 226010
Phone: 0522 2987902, email- ho@barodauprrb.co.in



General Manager (Premises & Equipment Department) Head Office, Uttar Pradesh Gramin Bank, 2nd floor, NBCC Commercial Building, Gomtinagar Extension, Vradhan Khand, Lucknow-226010

All envelopes should indicate on the cover the name and address of Bidder along with contact number. The Bidder shall seal the envelopes containing Technical and Commercial proposals separately and shall put both the proposals in single master envelope.

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The envelope should be non-window and separately super scribed as “**Technical Proposal for Conducting of Structural Audit and Non-Destructive Tests of Uttar Pradesh Gramin Bank’s Building at Farukhabad** and “**Commercial Proposal for Conducting of Structural Audit and Non-Destructive Tests of Uttar Pradesh Gramin Bank’s Building at Farukhabad”, as applicable. If the envelop is not sealed and marked, UPGB will assume no responsibility for the Bid’s misplacement or its premature opening.**

Bids not sealed properly shall not be considered and will stand rejected without recourse.

Deadline for submission of Bids

The Bids must be received by UPGB at the addressed specified, not later than the last date of Bid submission as indicated above.

UPGB may, at its discretion, extend the deadline for submission of Bids by amending the Bid documents with intimation on U P G B ’s website, in which case, all rights and obligations of UPGB and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

Late Bids

Any Bid received by UPGB after the deadline for submission of Bids prescribed by UPGB will be rejected and returned unopened to the Bidder.

Opening of Bids by UPGB

On the scheduled date and time, Bids will be opened by UPGB Committee in presence of Bidder representatives who will attend the meeting on the specified date and time.

Clarification of Bids

During evaluation of Bids, UPGB, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing (e-Mail), and no change in the substance of the Bid shall be sought, offered or permitted.

Preliminary Examinations



UPGB will examine the Bids to determine whether they are complete, the documents have been properly signed; supporting papers/documents attached and the Bids are generally in order etc.

UPGB may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

The decision of UPGB is final towards evaluation of the Bid documents.

Proposal Ownership

The proposal and all supporting documentation submitted by the Bidder shall become the property of UPGB unless UPGB agrees to the Bidder's specific request/s, in writing that the proposal and documentation be returned or destroyed.

Instructions to the Bidders

The Bidder shall not outsource the work assigned by UPGB, to any third party except with UPGB's prior written consent and attend all complaints registered by UPGB through its own service/support infrastructure only.

Price Composition & Variation

The Bidder should clearly furnish prices as per the format, if any, provided in the **Annexure VI**. Any deviation may lead to Bid rejection. Also no options should be quoted other than as per the Commercial Bid. Wherever options are given, the Bid is liable to be rejected.

- The commercial offer shall be on a fixed price basis.
- GST will be paid extra as per statutory provision.
- Date of implementation of project shall be the date of acceptance of the letter of award (Starting Date) or such other date as may be fixed by UPGB.
- Prices shall be valid for 12 months from the date of opening of Commercial bid and Bidder shall supply addition items, if any, at the same price.

Timely availability of Support Services

The service provider should have proper and adequate support mechanism in place at Farukhabad to provide all necessary support under this RFP.

Bid Evaluation

Bid offering lowest Project cost (**Z : Annexure VI**) shall be selected for the project.

Modification and Withdrawal



Every Bidder shall submit only one proposal. If any Bidder submits more than one proposal, all such proposals shall be disqualified.

Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No Bid will be allowed to be modified after the deadline for submission of Bids. No Bidder shall be allowed to withdraw the Bid, if Bidder happens to be successful Bidder.

UPGB has the right to reject any or all Bids received without assigning any reason whatsoever. UPGB shall not be responsible for non-receipt / non-delivery of the Bid documents due to any reason whatsoever.

Revelation of Prices

The prices in any form or by any reasons should not be disclosed in the technical or other parts of the Bid except in the Commercial Bid. Failure to do so will make the Bid liable to be rejected.

Terms and Conditions of the Bidding firms

The Bidding firms are not required to impose their own terms and conditions to the Bid and if submitted will not be considered as forming part of their Bids. The Bidders are advised to clearly specify the deviations as per **Annexure-III**, in case terms and conditions of the contract applicable to this RFP are not acceptable to them. The Bidders should also describe clearly in what respect and up to what extent the goods and services being offered differ/ deviate from the specifications laid down in the specifications and requirements.

Local conditions

Bidders must acquaint themselves with the local conditions and factors, which may have any effect on the performance of the contract and / or the cost.

Contacting UPGB or putting outside influence

Bidders are forbidden to contact UPGB on any matter relating to this Bid from the time of submission of Commercial Bid to the time the contract is awarded. Any effort to influence Bid evaluation process, or contract award decision may result in the rejection of the Bid.

Proposal Content

The Bidders' proposals are central to the evaluation and selection process. Therefore, it is important that the Bidders carefully prepare the proposal. The quality of the Bidder's proposal will be viewed as an indicator of the Bidder's capability to provide the solution and Bidder's interest in the project.



Banned or Delisted Bidder

Bidders have to give a declaration that they have not been banned or delisted by any Government, Quasi Government agencies, Statutory, Regulatory Body, PSUs or PSBs and its subsidiaries. If a Bidder has been banned by any Government, Quasi Government agencies, Statutory Body, PSUs or PSBs and its subsidiaries, this fact must be clearly stated. If this declaration is not given, the Bid will be rejected as non-responsive. This declaration will be submitted along with the Technical Bid.

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Compliance with Laws

The Bidder shall undertake to observe, adhere to, abide by, comply with and notify UPGB about all laws in force or as are made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep UPGB indemnified, hold harmless, defend and protect UPGB and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

The successful bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project/contract, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate UPGB and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and UPGB shall give notice of any such claim or demand of liability within reasonable time to the successful bidder.

False / Incomplete statement

Any statement/declaration made by the Bidder, if proved wrong or false or incomplete or such as to withhold any information relevant to the award of the tender, at any stage of the tender/Bid process or in the event of his Bid/tender having been accepted, at any stage of the contract, shall render his/their Bid(s)/tender(s)/contract(s) liable to be cancelled/rescinded, in addition to the followings:

If such statement is found at the tender stage, Bid will be summarily rejected and Bank may take appropriate action as deemed fit.

In case such a statement is found at the contract stage, UPGB may take at its discretion appropriate action as provided in the RFP for termination of the contract including invocation of the PBG.

Definitive Agreement

प्रधान कार्यालय:द्वितीय एवं तृतीय तल,एनबीसीसी कमर्शियल कॉम्प्लेक्स, वरदान खंड, गोमती नगर एक्सटेंशन, लखनऊ-226010
Head Office: 2ndand 3rdfloor, NBCC Commercial Complex, VardanKhand, Gomti Nagar Extension, Lucknow - 226010
Phone: 0522 2987902, email- ho@barodauprrb.co.in



The successful Bidder will sign Service Level Agreement (SLA) substantially in the format as provided in **Annexure IX** with UPGB within 7 days of the letter of award (LoA) or within such extended period as may be decided by UPGB. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement/s as a result of this RFP process shall be borne by successful Bidder. Copy of Board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and non-disclosure agreement, should be submitted.

Commercial Terms and Conditions

Bidders are requested to note the following commercial terms and conditions for this project.

Price

- The Price quoted by the Bidder should include all type of costs.
- The price should be inclusive of all taxes (except GST), duties, levies charges, transportation, insurance, as per Commercial Bid.
- Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected
- Based on the contracted rates, UPGB at its discretion may place repeat order.

Payment Terms

- Any payment will be released only after signing of Service Level Agreement as per draft mentioned in Annexure IX and submission of final report and accepted by the Bank.
- All payments for the work will be made after statutory deductions.

Payment in case of termination of contract

Subject to the terms of the RFP, in case the contract is terminated, payment towards services will be made on pro rata basis, for the period services have been delivered, after deducting applicable penalty and TDS/other applicable taxes.

Penalty

If the contractor needs an extension of time for the completion of the work or if the completion of work gets delayed for any reasons beyond the due date of completion stipulated in the contract, the contractor shall apply to the Bank for extension of time in writing at least 7 days before the expiry of the scheduled time and while applying for extension of time contractor shall furnish the reasons in detail and his justification, if any, for delays. It is Bank's discretion to accept/reject the request of extension.

Acceptance of Work Order/Letter of Award



UPGB will notify the successful Bidder in writing by issuing a letter of award/work order in duplicate. The successful Bidder has to return the duplicate copy to UPGB within 3 working days from the date of the letter of award/work order duly accepted, and signed by Authorized Signatory in token of acceptance. However, UPGB has a right to cancel the letter of award/work order, if the same is not accepted within the stipulated period.

Taxes

Only GST will be paid by UPGB on actual basis to the vendor as per statutory rates prevalent during the period of service provided. All other taxes as applicable will be borne by the Bidder. UPGB is authorized to make such tax deduction at source as may be necessary as per law/rules in force in respect of payments made to the successful bidder.

Assignment

The Bidder/ successful bidder shall not assign/sub-contract, in whole or in part, its obligations to perform under the contract, except with UPGB's prior written consent.



ANNEXURE-I

(To be Submitted along-with Technical Bid)

Bidder Information

Please provide following information about the Firm (Attach separate sheet if required): -

S. No.	Information	Particulars / Response
1.	Firm Name	
2.	Date of Incorporation	
3.	Type of Firm [Govt/PSU/Pub. Ltd / Pvt. Ltd/partnership/proprietary]	
4.	Registration No. and date of registration. Registration Certificate to be enclosed	
5.	Address of Registered Office with contact numbers [phone /fax]	
6.	PAN No	
7.	GSTIN	
8.	Contact Details of Bidder authorized to make commitments to Bank	
9.	Name	
10.	Designation	
11.	Mail ID	
13.	Office Addresses	
14.	Any pending or past litigation (within three years)? If yes please give details Also mention the details of claims and complaints received in the last three years (About the Company / Services provided by the company).	Yes/No/Comments (if option is 'Yes') (If option is 'Yes' Bidder may Not be considered)
15.	Please mention turnover and Net Profit/Loss for last three years and include	Year Turnover Net Profit/Loss(-)



उत्तर प्रदेश ग्रामीण बैंक UTTAR PRADESH GRAMIN BANK

(सरकार के स्वामित्वाधीन अनुसूचित बैंक)

(Scheduled Bank Owned by Government)

the copies of Balance Sheet in support of it.	2022-23		
	2023-24		
	2024-25		

Authorized Signatories

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(Name & Designation, seal of the company)

Date:

Annexure-II

(To be Submitted along-with Technical Bid)

COMPLIANCE STATEMENT DECLARATION

We hereby undertake and agree to abide by all the terms and conditions stipulated by UPGB in this RFP no..... dated including all addendum, corrigendum etc. Any deviation may result in disqualification of Bids.

Authorized Signatories

(Name & Designation, seal of the company)

Date:

प्रधान कार्यालय:द्वितीय एवं तृतीय तल,एनबीसीसी कमर्शियल कॉम्प्लेक्स, वरदान खंड, गोमती नगर एक्सटेंशन, लखनऊ-226010
Head Office: 2ndand 3rdfloor, NBCC Commercial Complex, VardanKhand, Gomti Nagar Extension, Lucknow - 226010
Phone: 0522 2987902, email- ho@barodauprrb.co.in



Annexure-III

(To be Submitted along with Technical Bid)

LIST OF DEVIATIONS

We certify that the product offered by us for tender confirms to the requirement stipulated as per this RFP with the following deviations

List of deviations

1) _____

2) _____

3) _____

(If left blank it will be construed that there is no deviation from the specifications given in the RFP)

(The decision of UPGBB is final towards evaluation of the Bid documents)

Authorized Signatories

(Name & Designation, seal of the company)

Date:

Note : Bidders are requested to provide details of all deviations, comments and observations or suggestions in the abovementioned format with seal and signature. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose.



UPGB may at its sole discretion accept or reject all or any of the deviations, however it may be noted that the acceptance or rejection of any deviation by UPGB will not entitle the Bidder to submit a revised Bid.

Annexure-IV

(To be Submitted along with Technical Bid)

UNDERTAKING ON PREQUALIFICATION

(To be submitted on the Letterhead of the Bidder)

To
The General Manager
Premises & Equipment Department
Head-Office, NBCC Commercial Complex
Gomtinagar Extension, Lucknow-226010

1.....We confirm that we are (name of institution i.e. **RBI /Govt Institutions (including PSBs/PSUs/PSEs/Quasi Government)** empanelled Structural Engineer Firm.

.....This empanelment is valid as on

last date of RFP & we are fully competent to undertake and successfully deliver the scope of services as mentioned in the RFP.

2. We confirm that we have carried out structural testing/audit work in last 5 years (Order date and completion date, both should be with in the last five years from the last date for receipt of applications) **in following firms:**

SNO	Firm/ Organisation	Project Details	Order Date	Completion Date
1				



उत्तर प्रदेश ग्रामीण बैंक

UTTAR PRADESH GRAMIN BANK

(सरकार के स्वामित्वाधीन अनुसूचित बैंक)

(Scheduled Bank Owned by Government)

2				
3				

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3. We confirm that we have on our regular establishment, following Qualified Structural Engineer having the following minimum qualifications:

SNO	Structural Engineer	Qualification	Experience Details	Remarks
1				

Self-attested copy of empanelment certificate or other document as accepted to the Bank, in this regard is attached herewith.

Self-attested copy of Documentary proof in support of Pre-Qualification Criteria as accepted to the Bank in this regard is attached herewith and is valid as on the last date of the RFP.

We confirm that we are eligible to participate in the bid and fully competent to undertake and successfully deliver the scope of services as mentioned in the RFP.

We understand you are not bound to accept any proposal you receive.

Dated at ____/____/2026

Sincerely,

<Signature>

<Company Seal>

Name:

Designation:

Name and Address of Company:

प्रधान कार्यालय: द्वितीय एवं तृतीय तल, एनबीसीसी कमर्शियल कॉम्प्लेक्स, वरदान खंड, गोमती नगर एक्सटेंशन, लखनऊ-226010
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Phone: 0522 2987902, email- ho@barodauprrb.co.in



Annexure-V

Commercial Bid Covering Letter

To
The General Manager
Premises & Equipment Department
Head-Office, NBCC Commercial Complex
Gomtinagar Extention, Lucknow-226010

Commercial Bid: Conducting of Structural Audit and Non-Destructive Tests of Uttar Pradesh Gramin Bank's Building at Farukhabad.

We, the undersigned, offer to execute the work as detailed in Scope of Work of this RFP in accordance with your Request for Proposal dated..... , and our Proposals (Technical and Commercial Proposals). The Total fee is inclusive of all duties, charges and levies (as applicable and payable under the local laws) and out of pocket expenses that we might incur and there will be no additional charges.

Our Commercial Proposal shall be binding upon us, subject to the modifications resulting from contract discussions, up to expiration of the validity period of the Proposal i.e. 12 month from date of opening of Commercial Bid.

Yours faithfully,

For

**Signature
(Authorised Signatory)**

Name :

प्रधान कार्यालय:द्वितीय एवं तृतीय तल,एनबीसीसी कमर्शियल कॉम्प्लेक्स, वरदान खंड, गोमती नगर एक्सटेंशन, लखनऊ-226010
Head Office: 2ndand 3rdfloor, NBCC Commercial Complex, VardanKhand, Gomti Nagar Extension, Lucknow - 226010
Phone: 0522 2987902, email- ho@barodauprrb.co.in



Address:

Date:

Annexure-VI

Commercial Bid Format

The structure of the Bidder's commercial response to this RFP must be as per following order. The Commercial Bid Response must be submitted with Commercial Bid covering letter, format of which is given at the end this section.

S.N.	Description	Amount in INR (exclusive of GST)
1	Fees towards the Services of the Structural Audit including the tests to be conducted, submission of reports, etc as per Scope of Work.	

Bidders are requested to note the following:

- **Eligible Bidder quoting lowest Project cost to Bank i.e. in Annexure VI shall be selected for the job.**
- All the details must be provided as per format. Incomplete formats will result in rejection of the proposal.
- All the quoted costs must include all applicable taxes (excluding GST), charges and other levies.
- All the rates must be quoted in INR.
- The prices in any form or by any reasons should not be disclosed in the technical or other parts of the Bid except in the commercial Bid. Failure to do so will make the Bid liable to be rejected.
- The commercials quoted in the commercial Bid are valid for 12 months from the date of opening of commercial Bids.



Authorized Signatories

(Name & Designation, seal of the company)

Date:

Annexure-VII

Pre-Contract Integrity Pact

(To be executed on a non- judicial stamp paper)

This pre-bid/pre-contract Agreement (hereinafter called “**this Integrity Pact**”) between, the Uttar Pradesh Gramin Bank, a bank established under the provisions of the RRB Act 1976 having its Head Office at 2nd and 3rd floor NBCC Commercial Complex, Vardhan Khand, Gomtinagar Extension, Lucknow-226010 represented through General Manager(P & E Dept.) (herein after called “UPGB”, which expression shall mean and include, unless the context otherwise requires, its successors in office and assigns) of the First Part

AND

M/s ___ represented by Shri..... (hereinafter called the “Bidder” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

(The party of the First Part and the party of the Second Part are hereinafter collectively referred to as the “Parties” and individually as the “Party”)

WHEREAS UPGB proposes to procure ____ (name of the items/services) as mentioned in the RFP No. _____ (“RFP”) and the Bidder is willing to offer/has offered ____ (name of the items/services) as desired by UPGB in terms of the RFP;

WHEREAS the Bidder is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and UPGB is a statutory body established under the Act of Parliament;

WHEREAS to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-



enabling UPGB to obtain the desired said stores/equipment/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

enabling Bidders to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and UPGB will commit to prevent corruption, in any form, by its officials by following transparent procedures.

AND WHEREAS the Parties hereto hereby agree to enter into this Integrity Pact on the terms and conditions mentioned hereinafter.

NOW IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Commitments of UPGB

1. UPGB undertakes that no official of UPGB, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.
2. UPGB will, during the pre-contract stage, treat all Bidders alike and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
3. All the officials of UPGB will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
4. In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to UPGB with full and verifiable facts and the same is prima facie found to be correct by UPGB, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by UPGB and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by UPGB the proceeding under the contract would not be stalled.

Commitments of Bidders

1. Compliance of the Instructions of GOI/Guidelines of CVC/Others: The Bidder undertakes that in case of its selection as the successful Bidder, it shall perform its duties under the Contract in strict compliance of the relevant and extant instructions of Government of India, GFR issued by Ministry of Finance, Guidelines of CVC and



provisions of the Procurement Manual/relevant instructions of UPGB, as applicable to the subject matter.

2. The Bidder represents that it has the expertise to undertake the assignment/contract and also has the capability to deliver efficient and effective advice/services to UPGB under the contract in terms of the RFP.
3. The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
4. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of UPGB, connected directly or indirectly with the Bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the Bidding, evaluation, contracting and implementation of the contract.
5. The Bidder has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of UPGB or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
6. The Bidder shall disclose the name and address of its agents and representatives including its foreign principals or associates.
7. The Bidder shall disclose the payments to be made by it to agents/brokers or any other intermediary, in connection with this Bid/contract.
8. The Bidder has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to UPGB or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect or any such intercession, facilitation or recommendation.
9. The Bidder, either while presenting the Bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of UPGB or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.



10. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
11. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
12. The Bidder shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by UPGB as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
13. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
14. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
15. If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly is a relative of any of the officers of UPGB or alternatively, if any relative of an officer of UPGB has financial interest/stake in the Bidders firm, the same shall be disclosed by the Bidder at the time of filing of tender.
16. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
17. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of UPGB.
18. The Bidders shall disclose any transgressions with any other company that may impinge on the anti-corruption principle.
19. The Bidder has not entered into any undisclosed agreement or understanding with other Bidders with respect of prices, specifications, certifications, subsidiary contracts, etc.
20. The Bidder undertakes and affirms that it shall take all measures necessary to prevent any possible conflict of interest and in particular commit itself to the following:
21. The Bidder shall avoid any conflict of interest while discharging contractual obligations and bring, beforehand, any possible instance of conflict of interest to the knowledge of UPGB, while rendering any advice or service.
22. The Bidder shall act/perform, at all times, in the interest of UPGB and render any advice/service with highest standard of professional integrity.
23. The Bidder undertakes that in case of its selection as the successful Bidder, it shall provide professional, objective, and impartial advice and at all times and shall hold UPGB's interests paramount, without any consideration for future work, and that in providing advice it shall avoid conflicts with other assignments and its own interests.



24. The Bidder declares/affirms that it has not been hired by UPGB for any assignment that would be in conflict with its prior or current obligations to other employers/buyers, or that may place it in a position of being unable to carry out the assignment/contract in the best interest of UPGB. Without limitation on the generality of the foregoing, the Bidder further declares/affirms as set forth below:
25. **Conflict between consulting activities and procurement of goods, works or non-consulting services (i.e. services other than consulting services)** - The Bidder has not been engaged by UPGB to provide goods, works, or
26. non-consulting services for a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the Bidder. The Bidder is fully aware that it shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Further, the Bidder is also aware of the fact that in case it has been hired to provide consulting services for the preparation or implementation of a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be disqualified from subsequently providing goods, works, or services (other than consulting services) resulting from or directly related to the consulting services for such preparation or implementation.
27. This provision does not apply to the various firms (consultants, contractors, or suppliers) which together are performing the Bidder's obligations under a turnkey or design and build contract.
28. **Conflict among consulting assignments** – The Bidder understands that neither Bidder (including their personnel and sub-consultants), nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be hired for the assignment that, by
29. its nature, may be in conflict with another assignment of the Bidder. *As an example, Bidders assisting UPGB in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, Bidders hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.*
30. **Relationship with UPGB's staff** – The Bidder is aware that the contract may not be awarded to the Bidder in case it is observed that it, including its experts and other personnel, and sub-consultants, has/have a close business or family relationship with a professional staff of UPGB (or of the project implementing agency) who are directly or indirectly involved in any part of: (i) the preparation of the TOR for the assignment, (ii) the selection process for the contract; or (iii) the supervision of such contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to UPGB throughout the selection process and the execution of the contract.
31. **A Bidder shall submit only one proposal either individually or as a joint venture partner in another proposal:** If the Bidder, including a joint venture partner, submits or



participates in more than one proposal, all such proposals shall be disqualified. This does not, however, preclude a consulting firm to participate as a sub-consultant, or an individual to participate as a team member, in more than one proposal when circumstances justify and if permitted by the RFP.

Previous Transgression

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The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.

The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded can be terminated for such reason.

Accountability

The Bidder undertakes that in case of its selection as the successful Bidder and assignment of the contract to the Bidder, it shall be accountable for the advice/supply made/to be made and/or for any service rendered/to be rendered by it to UPGB, keeping in view norms of ethical business, professionalism and the fact that such advice / services to be rendered by it for a consideration.

The Bidder shall be accountable in case of improper discharge of contractual obligations and/or any deviant conduct by the Bidder.

Personal Liability

The Bidder understands that in case of its selection as the successful Bidder, the Bidder is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. The Bidder shall be liable to UPGB for any violation of this Integrity Pact as per the applicable law, besides being liable to UPGB as may be provided under the contract to be executed.

Transparency and Competitiveness

The Bidder undertakes that in case of its selection as the successful Bidder, it shall keep in view transparency, competitiveness, economy, efficiency and equal opportunity to all prospective tenderers/Bidders, while rendering any advice/service to UPGB, in regard with matters related to selection of technology and determination of design and specifications of the subject matter, Bid eligibility criteria and Bid evaluation criteria, mode of tendering, tender notification, etc.

Co-operation in the Processes:

The Bidder shall cooperate fully with any legitimately provided/constituted investigative body, conducting inquiry into processing or execution of the consultancy contract/any other matter related with discharge of contractual obligations by the Bidder.

Sanctions for Violations

प्रधान कार्यालय:द्वितीय एवं तृतीय तल,एनबीसीसी कमर्शियल कॉम्प्लेक्स, वरदान खंड, गोमती नगर एक्सटेंशन, लखनऊ-226010
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1. Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle UPGB to take all or any one of the following actions, whenever required:
 - I. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. However the proceedings with the other Bidder(S) would continue.
 - II. The Earnest Money Deposit (in per-contract stage) and / or Security Deposit/Performance Bond/PBG (after the contract is signed) shall stand forfeited either fully or partially, as decided by UPGB and UPGB shall not be required to assign any reason therefor.
 - III. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
 - IV. To recover all sums already paid by UPGB, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from UPGB in connection with any other contract, such outstanding payment could also be utilized and appropriated by UPGB to recover the aforesaid sum and interest.
 - V. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments already made by UPGB, along with interest.
 - VI. To cancel all or any other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to UPGB resulting from such cancellation /rescission and UPGB shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
 - VII. To debar the Bidder from participating in future Bidding process of UPGB for a minimum period of five year which may be further extended at the discretion of UPGB.
 - VIII. To recover all sums paid in violation of this Integrity Pact by Bidder(S) to any middleman or agent or broker with a view to securing the contract.
 - IX. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by UPGB with the Bidder, the same shall not be opened.
 - X. Forfeiture of Performance Bond/PBG in case of a decision by UPGB to forfeit the same without assigning any reason for imposing sanction for violation of this Integrity Pact.



2. UPGB will be entitled to take all or any the actions mentioned at para 10.1(i) to (x) of this Integrity Pact also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention or Corruption Act, 1988 or any other statute enacted for prevention of corruption.
3. The decision of UPGB to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However the Bidder can approach the Independent Monitor(s) appointed for the purposes of this Integrity Pact.

Fall Clause:

The Bidder undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU/Public Sector Bank and if it is found at any stage that similar product/systems was supplied by the Bidder to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to UPGB, if the contract has already been concluded.

Disqualification & Forfeiture of EMD/PBG etc

The Bidder(s) agree(s) that:

- a) Prior to award of contract or during execution of the contract, if the Bidder (s) has/have committed any transgression/breach of this Integrity Pact, UPGB is entitled to disqualify the Bidder(s) from the tendering process/terminate the contract.
- b) If UPGB disqualifies the Bidders(s) from the tendering process prior to award of contract under clause (a) above, UPGB is entitled to demand and recover the damages equivalent to the EMD and in such event, the EMD shall be forfeited.
- c) After selection of the successful Bidder and/or during execution of the contract, any breach/violation by the successful Bidder of this Integrity Pact under clause (a) above shall entail forfeiture of performance bond/Performance Bank Guarantee (PBG).
- d) It is agreed that the decision of UPGB regarding forfeiture of EMD/performance bonds/PBG shall be final and binding.

Facilitation of Investigation:

In case of any allegation of violation of any provision to this Integrity Pact or payment of commission, UPGB or its agencies shall be entitled to examine all the documents including the Books of Accounting of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Law and Place of Jurisdiction:



This Integrity Pact is subject to Indian Law. Any dispute arising out of this shall be subject the jurisdictions of the Courts at Lucknow.

Other Legal Action:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings. However, the Parties shall not approach the Courts of Law while representing the matters to the Monitor/s and shall await the decision of the Monitor/s in the matter.

Validity:

- The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both UPGB and the Bidder, including warranty period, whichever is later. In case Bidder is unsuccessful, this Integrity Pact shall expire after six month from the date of the signing of this Integrity Pact.
- Should one or several provisions of this Integrity Pact turn out or be invalid, the remainder of this Integrity Pact shall remain valid. In this case the Parties will strive to come to an agreement to their original intentions. The Parties hereto sign this Integrity Pact on the day, month and year and at the place mentioned herein below.

For Uttar Pradesh Gramin Bank	For Bidder
(Authorised Signatory) Place: Date:	(Authorised Signatory) Place: Date:
<u>Witness</u> 1. _____ _____	<u>Witness</u> 1. _____ _____
(Name & Address) 2. _____ _____	(Name & Address) 2. _____ _____
(Name & Address)	(Name & Address)



Annexure-VIII

(To be executed on a non- judicial stamp paper)

Service Level Agreement

THIS SERVICE LEVEL AGREEMENT (hereinafter referred to “the Agreement”) is made on this day of the month of , 201_ , by and between,

Uttar Pradesh Gramin Bank, a bank constituted under the RRB Act, 1976, having its Head Office at 2nd and 3rd Floor, NBCC commercial Complex, Gomtinagar Extension, Lucknow-226010 (hereinafter called “UPGB”), which expression shall include wherever the context so permits, its successors and assigns ; AND a company registered under the Companies Act, 1956, having its registered office at (hereinafter called the “Consultant”), which expression shall include wherever the context so permits, its successors and permitted assigns.

(Hereinafter UPGB and the Consultant are collectively referred to as “the Parties” and individually as “the Party”)

- A. WHEREAS UPGB intends to hire the Consultant for as detailed in the Request for Proposal no.
 - a. on (date) (including Corrigendum/Clarification, if any, issued) (hereinafter collectively referred to the “RFP (attached hereto as Appendix- I).
- B. The Consultant has been selected through open tendering process by way of floating the RFP by UPGB followed by evaluation of Technical & Commercial Bids of the Bidders and accordingly the letter of award no. dated (“LoA”) (attached hereto as Appendix- II) has been issued by UPGB to the Consultant;
- C. The Consultant has accepted and agreed to provide the Services in accordance with terms and conditions of RFP and the LoA.
- D. In terms of the RFP, UPGB and the Consultant have agreed to enter into this definitive Service Level Agreement in the manner hereinafter appearing:

NOW THEREFORE the Parties hereby agree as follows:

प्रधान कार्यालय:द्वितीय एवं तृतीय तल,एनबीसीसी कमर्शियल कॉम्प्लेक्स, वरदान खंड, गोमती नगर एक्सटेंशन, लखनऊ-226010
Head Office: 2ndand 3rdfloor, NBCC Commercial Complex, VardanKhand, Gomti Nagar Extension, Lucknow - 226010
Phone: 0522 2987902, email- ho@barodauprrb.co.in



GENERAL PROVISIONS

Definitions

Unless the context otherwise requires, the following terms whenever used in this Agreement have the following meanings:

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- a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- b) "Contract" means and shall construe this Agreement;
- c) "Deliverables" means and includes the major deliverables as specified in Clauseof the RFP.
- d) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause thereof;
- e) "Personnel" means persons hired/to be hired by the Consultant as employees and assigned to the performance of the Services or any part thereof.
- f) "Project" means collectively the Services and the Deliverables to be provided as detailed in the RFP.
- g) "Services" or "Scope of Work" means and includes the scope of work to be performed by the Consultant as described/set out in Clause ___of the RFP.
- h) "Third Party" means any person or entity other than UPGB and the Consultant.

Principles of Interpretation

In this Agreement , unless the context otherwise requires:

- a) All capitalized terms unless specifically defined in this Agreement shall have the meaning given to them in the RFP;
- b) Words and abbreviations, which have well known technical or trade/commercial meanings are used in this Agreement in accordance with such meanings;
- c) The RFP, the LoA and the NDA along with the Appendices/ Attachments hereto, shall form part and parcel of this Agreement and shall be read together for all purpose and effect.
- d) In case of any inconsistency or repugnancy between the provisions contained RFP, LoA and this Agreement, unless the context otherwise requires, the opinion of UPGB shall prevail to the extent of such inconsistency or repugnancy and the same shall be binding on the Consultant.

Purpose

प्रधान कार्यालय:द्वितीय एवं तृतीय तल,एनबीसीसी कमर्शियल कॉम्प्लेक्स, वरदान खंड, गोमती नगर एक्सटेंशन, लखनऊ-226010
Head Office: 2ndand 3rdfloor, NBCC Commercial Complex, VardanKhand, Gomti Nagar Extension, Lucknow - 226010
Phone: 0522 2987902, email- ho@barodauprrb.co.in



It is hereby agreed that the Consultant shall provide the Services to UPGB as set out in the RFP till the completion of the Project. The objective of the Project is to make

Performance of the Scope of Work

The Consultant shall perform all the services as set out in the Scope of Work and complete the Deliverables within the prescribed time lines in terms of the RFP and the entire assignment shall be completed within the Term of this Contract. Page | 35

Term/Period of Contract

The entire assignment as detailed in the Scope of Work under this Contract shall be completed within a period of ___ (“Term”) starting from _____by the Consultant unless the period is extended in accordance with this Agreement.

Contract Price

The entire assignment to be performed under this Contract is fixed price contract and the Consultant shall be paid the total price consideration of Rs. ____ (Rupees _____)

(“Contract Price”) for the satisfactory performance/execution of the entire assignment under the Project. The Contract Price shall be paid by UPGB as per the payment terms agreed at Clause 4.2 of this Agreement.

Relation between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between UPGB and the Consultant. The Consultant, subject to this Agreement, has complete charge of personnel to be engaged by the consultant for performing the Services and shall be fully responsible for the works to be performed by them or on their behalf hereunder and also for the quality of the work done by their personnel.

Location

The Services shall be performed at Farukhabad or at such location required/ approved by UPGB.

Authority of Consultant

The Consultant hereby authorize to act on their behalf in exercising the entire Consultant’s rights and obligations towards UPGB under this Contract, including without limitation for signing letters/communications, execution of agreements, for receiving instructions and payments from UPGB.

Taxes and Duties

The Consultant and their personnel shall pay the taxes (excluding GST), duties, fees, levies and other impositions levied under the existing, amended or enacted laws during the tenure of



this Agreement and UPGB shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed from the payments to be made to the Consultant.

COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

Effectiveness of Contract

This Agreement deemed to have taken effect from the date of acceptance of the Letter of Award (LoA) by the Consultant i.e. w.e.f.

Commencement of Services

The Consultant shall begin carrying out the Services immediately viz. from the date of acceptance of LoA, or on such date as the Parties may agree in writing.

Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

Force Majeure

1. Definition

In the event of either Party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the Party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire, Flood and Acts and Regulations of respective government of the two Parties directly affecting the performance of the Contract.

Upon the occurrence of such cause and upon its termination, the Party alleging that it has been rendered unable as aforesaid thereby, shall notify the other Party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other Party within 72 hours of the ending of the cause respectively. If the deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, UPGB shall have the option of canceling this Contract in whole or part at its discretion without any liability on its part.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

2. No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of or default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable



precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

3. Measures to be taken

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

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4. Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

5. Consultation

Not later than thirty (30) days after the Party, as the result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

6. Suspension

UPGB may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if UPGB is not satisfied with the performance of the Consultant or if the Consultant fails to perform any of their obligations under this Contract, including the carrying out of services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to provide remedy for such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension and shall invoke contract performance guarantee.

7. Termination

7.1. By UPGB

UPGB may by not less than fifteen (15) calendar days written notice of termination to the Consultant, (except in the event listed in paragraph (g) below, for which there shall be a written notice of not less than sixty (60) days) such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (f) of this Clause-2.8.I, terminate this Contract:



- a) If the Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause-2.7 here-in-above, within thirty (30) days of receipt of such notice of suspension or within such further period as UPGB may have subsequently approved in writing;
- b) If the Consultant becomes insolvent or bankrupt or enters into an agreement with its creditors for relief of debt or take advance of any law for the benefit of debtors or goes into liquidation receivership whether compulsory or voluntary;
- c) If the Consultant fails to comply with any final decision reached/award passed as a result of arbitration proceedings pursuant to Clause-8 hereof;
- d) If the Consultant submits to UPGB a statement which has a material effect on the rights, obligations or interests of UPGB and which the Consultant knows to be false;
- e) If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- f) In the event it comes to the notice of UPGB that any of the representations and/or warranties made by the Consultant either in the Bid Documents or in the subsequent correspondences are found to be false and/or the Consultant/its personnel are found to be involved in any fraudulent or criminal act;
- g) If UPGB, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

7.2. Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause- 2.8.1 hereof or upon expiration of this Contract pursuant to Clause-2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- a) Such rights and obligations as may have accrued on the date of termination or expiration,
- b) The obligation of confidentiality set forth in Clause-3.7 hereof,
- c) Any right which a Party may have under the Applicable Law.

7.3. Cessation of Services

Upon termination of this Contract by notice pursuant to clauses-2.8.1 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

7.4. Payment in case of termination of contract



Subject to the terms of the RFP, in case the contract is terminated, payment towards services will be made on pro rata basis, for the services already delivered, after deducting applicable penalty and TDS/other applicable taxes.

8. OBLIGATIONS OF THE CONSULTANT

8.1. Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, technical and engineering practices, and employ appropriate advanced technology, safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to UPGB, and shall at all times support and safeguard UPGB's legitimate interests in any dealings with third parties.

8.2. Conflict of Interest

The Consultant shall hold UPGB's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their corporate interests.

8.3. Consultant Not to Benefit from Commissions/Discounts etc.

The payment of the Consultant by UPGB shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that its Personnel similarly shall not receive any such additional payment.

8.4. Consultant and Affiliates not to be otherwise interested in /benefited from the Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant shall not create any work/ opportunity for itself and for any of its affiliates from this Project/ assignment and/or derive any financial benefits directly or otherwise, other than what is agreed to be paid as professional fee as mentioned at Clause 4.2 for this assignment.

8.5. Prohibition of Conflicting Activities

The Consultant and its affiliates shall not engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract. The Consultant and its affiliates hired to provide services for the proposed assignment will be disqualified from services related to the initial assignment for the same Project subsequently.



8.6. Confidentiality

The Consultant and its Personnel shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Agreement or UPGB's business or operations without the prior written consent of UPGB.

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8.7. Liability of the Consultant

The Consultant shall be liable to UPGB for the performance of the Services in accordance with the provisions of this Contract and for any loss suffered by UPGB as a result of a default of the Consultant in such performance, subject to the following limitations:

- A. The Consultant shall not be liable for any damage or injury caused by or arising out of any act, neglect, default or omission of any persons other than the Consultant and its Personnel; and
- B. The Consultant shall not be liable for any loss or damage caused by or arising out of circumstances over which the Consultant had no control.

8.8. Indemnification of UPGB by the Consultant

The Consultant shall indemnify UPGB and shall always keep UPGB, its employees, personnel, officers and directors, both during and after the term of this Agreement, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including legal fees and expenses, suffered by UPGB or any Third Party, where such loss, damage, injury is the result of (i) any wrongful action, negligence or breach of contract by the Consultant or its personnel; and/or (ii) any negligence or gross misconduct attributable to the Consultant or its personnel; and/or (iii) any claim made by employees who are deployed by the Consultant against UPGB; and/or (iv) any claim arising out of employment, non-payment of remuneration and non-provision of benefits in accordance with the statues/various labour laws by the Consultant to its employees; and/or (v) any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or (vi) any breach of the confidentiality obligations mentioned under clause 3.7 and /or NDA.

8.9. Limitation of Liability

- A. The Consultant's aggregate liability, in connection with the obligations undertaken as a part of this Project, whether arising under this Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), other than the circumstances mentioned in the sub-clause (ii) below, shall be limited to _times of the total contract value.



- B. The Consultant's liability in case of claims against UPGB resulting from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations committed by the Consultant shall be actual and unlimited.
- C. Under no circumstances, UPGB shall be liable to the Consultant for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if he has been advised of the possibility of such damages.

8.10. Consultant's Actions Requiring Owner's Prior Approval

The Consultant shall not enter into a sub contract for the performance of any part of the Services, without the prior approval of UPGB in writing. However, the Consultant can hire the services of Personnel to carry out any part of the services. The Consultant shall remain fully liable for the performance of the services by its personnel pursuant to this Contract.

8.11. Reporting Obligations

The Consultant shall submit to UPGB the reports and documents within the timelines set forth in the Offer Letter, including any supporting data required by UPGB.

8.12. Documents prepared by the Consultant to be the Property of UPGB:

All software, algorithms, reports and other documents prepared/developed by the Consultant in performing the Services shall become and remain the property of UPGB, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to UPGB, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and shall not use them for purposes unrelated to this Contract without the prior written approval of UPGB.

8.13. Consultant's Personnel:

The Consultant shall ensure that personnel/employees engaged by him in the project/contract, have appropriate qualifications and competence as stipulated under the RFP and are in all respects acceptable to UPGB. The Consultant will do its utmost to ensure that the personnel identified by the Consultant to work under this Agreement completes the Term. If any such personnel resigns from his job and leaves the Consultant, the Consultant will provide UPGB with another personnel of equivalent knowledge, skill and experience acceptable to UPGB as his substitute.

The Consultant shall strictly comply with all applicable labour laws and such other laws in relation to the services to be provided and the personnel engaged by the Consultant and he shall be solely responsible for all acts of the said personnel so enrolled and there shall and will not be any privity of contract for any purpose and to any intent between UPGB and said personnel so engaged by the Consultant.

The Consultant shall be responsible for making appropriate deductions in respect of income tax and any other statutory deductions under applicable laws in respect of its personnel/employees



engaged by the Consultant under this Agreement. The Consultant agrees to indemnify UPGB in respect of any claims that may be made by statutory authorities against UPGB in respect of contributions relating to the personnel/employees engaged by the Consultant for performing the work under this Agreement. UPGB is authorized to make such tax deduction at source as may be necessary as per law/rules in force in respect of payments made to the Consultant.

8.14. Non-Compete

The Consultant will neither approach nor make any proposal for work for any employee of UPGB directly or indirectly during the validity of this Agreement and for one year from the date of termination of this Agreement.

8.15. Change in Ownership or Constitution:

The Consultant will inform UPGB immediately about any change in its ownership or its constitution. The Consultant will ensure that the UPGB's interest will be protected with utmost care. If UPGB is not satisfied with the change of ownership or constitution of the Consultant and/or with the new owner, UPGB shall have the right of termination and in that event, the payment, if any, upon termination may be made as provided earlier.

9. Consideration & Payment Terms

In consideration of the Services performed by the Consultant under this Agreement, UPGB shall make to the Consultant such payments and in such manner as specified in the RFP and/or the LoA.

The Consultant shall submit the bills to UPGB of firms printed bill forms indicating the work done by him during the period for which payment is sought. UPGB shall make payments to the Consultant as per the payment schedule given in the RFP. But if the progress is not satisfactory and according to agreed work program/schedule the payment may be withheld.

10. UNDERTAKINGS:

The Consultant hereby further undertakes:

- I. That the Consultant has gone through all the required/relevant and extant instructions/ circulars of Government of India, Reserve Bank of India and /or any other concerned authority, GFR issued by Ministry of Finance, guidelines of CVC and provisions of the manual/relevant instructions of UPGB, as applicable to the scope/area of its work/operation under this Agreement and the advice/services to be rendered by it as the consultant and it complies all such requirements.
- II. That the Consultant has the necessary expertise to work and execute the Project as per the scope of work set out in detail in the RFP and it has the capability to deliver efficient and effective advice/services to UPGB. It shall carry out the assignment under this Agreement with due diligence and with the highest standard of professionalism and business ethics.



- III. That being the Consultant of UPGB for a consideration, it shall be accountable for (a) any improper discharge of the assignment under this Agreement and/or (b) any deviant conduct keeping in view the norms of ethical business and professionalism.
- IV. That UPGB shall have every right at its discretion to enforce such accountability in case of any improper discharge of contractual obligations and/or any advice/service rendered in the views of UPGB is found to be grossly faulty/negligent/deficient and/or any deviant conduct by the Consultant and as a consequence of it, UPGB can, irrespective of anything stated herein, terminate this Agreement by giving 15 days prior notice, including to withhold/retain the dues payable to the Consultant by UPGB under this Agreement and appropriate/adjust the same for the losses, if any, suffered by UPGB without requiring UPGB to prove the actual loss.
- V. That the Consultant shall not do anything that will be of any conflict of interest to the Consultant while discharging the obligations under this Agreement and it shall bring to the notice/knowledge of UPGB beforehand any possible instance of conflict of interest while rendering any advice or service. Further, the Consultant shall not receive any remuneration in connection with the assignment except as provided in this Agreement. The Consultant and/or any of its affiliates shall not engage in consulting or other activities that will be in conflict with the obligations under this Agreement.
- VI. That the Consultant has not been hired for any assignment that would be in conflict with its prior or current obligations to UPGB or that may place the Consultant in a position of being unable to carry out the assignment in the best interest of UPGB.
- VII. That the Consultant shall act at all times in the interest of UPGB and render advice/service with highest professional integrity and shall cooperate fully with any legitimately provided/constituted investigative body, conducting inquiry into processing or execution of the consultancy contract/any other matter related with discharge of the contractual obligations by the Consultant.

11. SEVERABILITY:

Each clause of this Agreement is enforceable independently. Should any clause of this Agreement become not enforceable due to any reason, it will not affect the enforceability of the other clauses.

12. SETTLEMENT OF DISPUTES

In the event of any dispute or difference arising out of, in relation to, or in connection with this Agreement, or the breach thereof, shall be settled amicably through mutual discussions. If, however, the parties are not able to settle them amicably without undue delay, the same shall be settled by the process of arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 (as amended from time to time). The venue of such arbitration shall be at



New Delhi and the proceedings shall be conducted in English. The arbitration tribunal shall consist of Sole i.e. 1(one) Arbitrator to be appointed jointly by the Parties within thirty (30) days from the date of first recommendation for appointment of arbitrator in written form one Party to the other. If the Parties fail to agree on appointment of such Sole Arbitrator, arbitral tribunal consisting of Sole Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The award of arbitrator made in pursuance thereof shall be final and binding on the Parties. All costs and expenses of such arbitration shall be borne equally by the Parties at the first instance which however subject to the provisions of the said Act.

Notwithstanding, it is agreed that the Consultant shall continue the remaining work for the assignment under this Agreement during the pendency of arbitration proceedings unless otherwise directed in writing by UPGB or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator, as the case may be, is obtained.

13. JURISDICTION AND APPLICABLE LAW

This agreement including all matters connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subjected to exclusive jurisdiction of the Courts at New Delhi.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement signed in their respective names on the day and year first above written at New Delhi.

FOR AND ON BEHALF OF UTTAR PRADESH GRAMIN BANK

By ____

Authorized Representative

FOR AND ON BEHALF OF [CONSULTANT]

By ____

Authorized Representative

WITNESSES:

1.

(Name and address)

2.

(Name and address)



Annexure-IX

Declaration Regarding Clean Track Record

(To be submitted along-with technical bid on Prime Bidder's company letter head)

RFP No :

Dated

To

The General Manager (P & E)

Uttar Pradesh Gramin Bank

HO, Lucknow

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP No. dated.

We hereby declare that our company has not been debarred/ black listed **by any Government, Quasi Government agencies, Statutory, Regulatory Body, PSUs or PSBs and its subsidiaries**. I further certify that I am competent officer in my company to make this declaration that our bid is binding on us.

Thanking you, Yours sincerely,

Date

Signature of Authorised Signatory ...



Place	Name of the Authorised Signatory ...
	Designation ...
	Name of the Organisation ...

Annexure-X

Letter of Competence Format

[To be executed on a non- judicial stamp

paper]

Letter of Competence for Quoting against UPGB's RFP

dated

This is to certify that we _____ [Insert name of Bidder], Address _____ are fully competent to undertake and successfully deliver the scope of services mentioned in the above RFP. This proposal is being made after fully understanding the objectives of the project and requirements like experience, skills etc.

We certify that the quality and number of resources to be deployed by us for the purpose will be adequate to meet the requirement and provide the services professionally and competently.

We also certify that all the information given by in response to this RFP is true and correct.



Authorized Signatories

(Name & Designation, seal of the company)Date:

Annexure-XI

NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement (“Agreement”) is made on this ___ day of _____, 20,

BY AND BETWEEN

Uttar Pradesh Gramin Bank, a Regional Rural Bank constituted under the Regional Rural Banks Act, 1976, having its Head Office at _____ (hereinafter referred to as “the Bank”, which expression shall unless repugnant to the context include its successors and assigns)

AND

M/s _____, having its registered office at _____ (hereinafter referred to as “Consultant”, which expression shall unless repugnant to the context include its successors and permitted assigns).

The Bank and the Consultant shall individually be referred to as a “Party” and collectively as the “Parties”.

1. PURPOSE

Whereas the Bank has appointed / proposes to appoint the Consultant for conducting:

- Structural Audit
- Non-Destructive Testing (NDT)
- Space Audit
- Allied Consultancy Services for its buildings situated across various locations in Uttar Pradesh.

In connection with the above assignment, the Consultant may have access to confidential and proprietary information of the Bank.



This Agreement sets forth the terms and conditions governing such confidential information.

2. CONFIDENTIAL INFORMATION

For the purpose of this Agreement, "Confidential Information" shall include but not be limited to:

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- Structural drawings, architectural layouts, engineering data
- Building plans, safety systems, security layouts
- Technical reports, audit findings, inspection results
- Internal policies, operational procedures
- Financial data, branch details, infrastructure details
- Any data shared in written, oral, electronic, digital or physical form

Confidential Information shall also include any information derived from the above.

3. OBLIGATIONS OF THE CONSULTANT

The Consultant shall:

1. Maintain strict confidentiality of all information received.
2. Use the information solely for the purpose of performing the assigned services.
3. Not disclose, publish, reproduce, or transmit any Confidential Information to any third party without prior written consent of the Bank.
4. Restrict access to such information strictly to its authorized employees/associates on a "need-to-know" basis.
5. Ensure that its employees/associates are bound by similar confidentiality obligations.
6. Take reasonable security measures to protect the information from unauthorized access, misuse, or disclosure.

4. EXCLUSIONS

Confidential Information shall not include information that:

- Is already in public domain without breach of this Agreement.
- Was lawfully in possession of the Consultant prior to disclosure.
- Is required to be disclosed by law or court order (with prior intimation to the Bank).

5. RETURN OF INFORMATION

Upon completion or termination of the assignment, or upon request by the Bank, the Consultant shall:

- Return all documents, drawings, reports, and materials containing Confidential Information.
- Permanently delete all electronic records, if any.
- Provide written confirmation of such return/destruction.



6. TERM

This Agreement shall remain in force during the tenure of consultancy and shall continue for a period of **five (5) years** after completion or termination of the assignment, or such longer period as required under applicable laws.

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7. INTELLECTUAL PROPERTY

All reports, drawings, audit findings, data, and documents prepared under this assignment shall be the exclusive property of the Bank.

The Consultant shall not claim any ownership rights over the same.

8. BREACH & LIABILITY

In case of breach of confidentiality:

- The Bank shall be entitled to seek legal remedies including damages and injunctive relief.
- The Consultant shall indemnify the Bank against any loss, damage, or legal consequences arising from such breach.

9. GOVERNING LAW & JURISDICTION

This Agreement shall be governed by the laws of India.

Courts at _____ (Uttar Pradesh) shall have exclusive jurisdiction.

10. MISCELLANEOUS

- This Agreement forms an integral part of the consultancy contract.
- Any amendment shall be valid only if made in writing and signed by both Parties.
- If any provision is held invalid, the remaining provisions shall remain enforceable.

IN WITNESS WHEREOF

The Parties hereto have executed this Agreement on the date first written above.

For Uttar Pradesh Gramin Bank

Name: _____

Designation: _____

Signature: _____

Seal:



For M/s _____ (Consultant)

Name: _____

Designation: _____

Signature: _____

Seal: _____

ANNEXURE – XII

DECLARATION REGARDING NON-RELATIONSHIP WITH BANK EMPLOYEES

To

The General Manager
Uttar Pradesh Gramin Bank
Head Office: Lucknow

Subject: Declaration for Appointment of Structural Audit Consultant for Conducting Structural Audit, Non-Destructive Testing (NDT), Space Audit and Allied Consultancy Services for Bank Buildings in Uttar Pradesh Gramin Bank.

Dear Sir,

I/We hereby declare that:

1. I/We, M/s _____, participating in the above-mentioned tender process, do hereby certify that **none of our proprietors/partners/directors/authorized signatories or any of their close relatives** are employed in Uttar Pradesh Gramin Bank.
2. I/We further declare that no close relative of the undersigned is working in Uttar Pradesh Gramin Bank in any capacity that may influence the tender process.
3. In case the above declaration is found to be incorrect or false at any stage, I/We understand that the Bank reserves the right to:
 - Disqualify our bid,
 - Cancel the contract (if awarded), and/or
 - Take any other action as deemed fit by the Bank.
4. I/We undertake to immediately inform the Bank in writing if any such relationship arises during the tender evaluation or contract period.

This declaration is submitted voluntarily as part of the tender requirements.

Signature: _____

Name of Authorized Signatory: _____

Designation: _____

Name of Firm/Company: _____



उत्तर प्रदेश ग्रामीण बैंक
UTTAR PRADESH GRAMIN BANK

(सरकार के स्वामित्वाधीन अनुसूचित बैंक)

(Scheduled Bank Owned by Government)