



ALLAHABAD BANK
Head Office: 2, N.S. Road, Kolkata- 700 001

Notice inviting tenders from Bank's empanelled Architects / prequalified Structural Auditors for **Consultancy Services for Repair/Renovation work at Bank's "Shivam" Building at 1, Fakirpara Road, Behala, Kolkata-34.**

Sealed offer in two bid system i.e. technical bid & priced bid in separate covers are invited from Architectural firms empanelled in Head Office & Prequalified Structural Auditors (for Kolkata properties) for above mentioned work.

The Technical bid will comprise of Annex-A duly filled up, format of agreement (without quoting rate) duly signed by the tenderer, user brief etc. The Financial bid will be submitted in Annexure-B format duly filled up.

Detailed documents may be downloaded from Bank's website /or collected from and submitted to the Asstt General Manager, Premises Deptt, **Head Office, 2, N.S. Road, Kolkata-700 001** by Post/ Courier or by Hand as per following program :-

Last date of submission of bid	On 13.09.2019 up to 3.00 P.M.
Opening of Technical bid	On 13.09.2019 at 3.30 P.M.
Opening of Priced bid of qualified bidders	To be decided later on & will be informed to shortlisted Architects/Consultants

On engagement of agency for Architectural / Consultancy Services of the Project, the Architect/ Consultant will have to sign the agreement (on the line of enclosed draft agreement) & will have to perform duties contained therein. No deviation from the terms of draft agreement will be entertained. **Also, please note that in case the Architect /Consultant do not belong to Kolkata, the engaged Architect will have to depute their representative at Kolkata for day to day supervision & other duties as mentioned in the draft agreement & scope of works.**

The bank reserves the right to accept or reject any or all the bids with out assigning any reasons whatsoever.

Date: 30/08/2019

Chief Manager (C.E.)

Technical Bid

The Asstt. General Manager
Allahabad Bank
Head Office

**Sub: Engagement of Agency for Architectural/Consultancy Services for
Repair/Renovation work at Bank's "Shivam" Building at
1, Fakirpara Road, Behala, Kolkata-34.**

With reference to your NIT dated 26/08/19 & tender for captioned work, we, having examined all relevant documents and understood their contents, hereby submit our Technical Bid for captioned work. The Tender is unconditional and unqualified.

1. We have gone through User's brief, duties & functions of Architect/Consultants mentioned in tender/draft of agreement.
2. We agree to undertake the project, if allotted by the Bank, as per the Scope of Work as outlined in the tender document.
3. We agree and undertake to abide by all the terms and conditions of the Tender document. We submit this tender under and in accordance with the terms of the Tender document.
4. **Eligibility Criteria:-The tenderer should have completed Structural Repair/Renovation work during last 7(seven) years. Tenderer has to submit copies of work orders & satisfactory completion certificates in this regard with the technical bid.**
5. We undertake that we have executed similar type of structural repair/renovation work. Copies of work order and satisfactory completion certificates from the previous employer are enclosed for your perusal.
6. The undersigned is duly authorized and competent to sign the documents on behalf of the tenderer.
7. We agree to keep this offer valid for 120 days from the last date of submitting the proposal as specified in the tender.

Yours faithfully,

Place-

Date-

Signature, Name &
Designation of authorized
signatory / seal of the firm
/ company)

- (1.) Signed copy of draft agreement (without quoting rate) as token of acceptance of terms/conditions.
- (2.) Copies of Work Orders
- (3.) Copies of Completion Certificates

Annex-1

USER'S BRIEF

Repair/Renovation work at Bank's "Shivam" Building at 1, Fakirpara Road, Behala, Kolkata-34.

Functions & Duties of Architect/Consultant & Scope of work:-

Functions & Duties of Architect/Consultant are mentioned in the draft agreement & broad scope of work will be as under:-

- (A) The Architect/Consultant should visit the proposed site before submitting their bid.
- (B) Plan, design, scheme of the proposed structural repair/renovation of Bank's above building.
- (C) Preparing preliminary estimated cost of the proposed work comprising of civil works (both inside & outside of the building) including water proofing, structural repairing work of RCC columns / beams / slabs / chajjas / staircase / balcony including railing, damaged flooring, water tanks, parapet walls, repairing of damaged external as well as internal plaster of walls/ceilings of flats/common space, toilet, staircase & rectification of seepage at any floor; demolition of irreparable building components e.g. chajjas etc., replacement of old damaged iron windows, replacement of damaged GI/CI external/internal rain water/plumbing & sanitary pipe lines/fittings/fixtures, replacement of damaged doors, external & internal painting work wherever required and required electrical work including replacement of damaged fixtures,.
- (D) The Scope of work includes planning, designing, getting approvals from concerned authorities. Pre-qualification of contractors for different trades, analysis of tenders received, supervision of structural repair renovation work of above building, which includes quality control, measurement of civil, plumbing, electrical, structural, fire fighting works etc and other duties as mentioned in Annex-II. The Bank will not pay any extra amount above quoted fee.
- (E) General observations/suggestions along with related drawings of Basement, Ground Floor, First Floor, Second Floor, Third Floor, Columns, 4th Floor along with photographs as submitted by structural auditor are enclosed.
- (F) However the Architect should visit the site before quoting.



3.1. EXTERNAL STRUCTURE
 STRUCTURALLY THE BUILDING IS SOUND BUT IN REPAIRABLE CONDITION. FEW OF THE STRUCTURAL MEMBERS SHOW DISTRESS WITH CORROSION BASED MAJOR CRACKS AT EXTERNAL FACE, FEW OF THE INSIDE FLATS & STAIRCASE COMMON AREAS DUE TO AGEING, CORROSION IN REINFORCEMENT & LEAKAGES.

3.2 PLASTER

- External plaster acts as a skin on the RCC frame and the brick, the vulnerable part is the joints between the RCC and brick work.
- Cracks observed accelerating the passage of water through the wall resulting in seepages inside flats.
- Joints between RCC members and brick / block work have separated and water is found to be seeping inside. Some of the plaster in the building's sides, which are not exposed to monsoons directly, the extent of seepage is lesser than the side's facing monsoon.
- Plaster is partially damaged on external side walls.

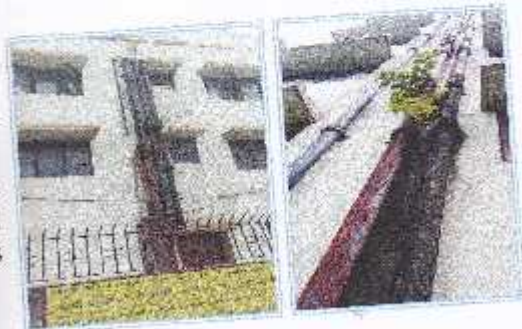


Some leakages/seepages were observed on the date of survey and were mainly from the joints between RCC and Brick work, plaster cracks, dead walls, Chhajja's, plumbing joints, W.C/Bath to W.C/bath & parapet wall etc.

3.3 PLUMBING AND SANITATION:

a) External Drainage Lines:

Existing external Drain plumbing lines are of CI pipes. Few pipes are in leaky condition. Leaky pipes may damage paint & plaster due to continuous seepages. We recommend replacing such leaky pipes urgently. There is vegetation growth which must be removed.



b) Water supply pipes: The external water supply pipes, down take lines and loop lines are of GI/PVC pipes & found to be in ok condition.



3.4 INTERNAL FLATS
THE BUILDING IS INVESTIGATED FLAT BY FLAT TO CHECK STR. DEFECTS, LEAKAGES FROM EXTERIOR & INTERIOR FLATS.
Few of the flats show corrosion-based cracks on beams & slabs, symptoms of plaster with cracks/ crazing. Paint is found peeling and seepage spots are observed on the wall. Overall few of the internal flats need repairs.

Leakage spots/marks found inside few flats and staircase common area on walls from external walls, internal flat & from toilet/bathrooms were observed at the time of survey. It requires waterproofing coating on external wall with proper surface preparation & waterproofing of affected toilets/bathrooms.



3.5 R.C.C. Frame:

We conclude & opine that the Building is structurally sound but in repairable condition. There is situation calling for repairs to affected structural members only to avoid further deterioration. This can be avoided by repairing with polymer treatment wherever necessary. There are minor/major cracks along main reinforcement Ceiling & beams which, if not attended now can cause further damage to the building. Beams exposed to water due to water ingress from such points will lead to porosity and honeycombing in the long run and such cracks should be properly filled to stop leakages / seepages and damage to the RCC members. Corrosion based cracks are found on internal column, beams & slab which need repairs.



3.6 Chhajja's Top Water Proofing
There are seepage marks near the Chhajja level and the waterproofing on the Chhajja top has also deteriorated & so it is recommended that the Chhajjas to be checked thoroughly and waterproofed by the traditional/coating Method.

3.7 Terrace Waterproofing:
The terrace floor is B. B. Coba with IPS finished & found to be in OK condition.



3.8 Parapet Wall:

The severity of the seepage varies on top floor from flat to flat. There are few leakages/seepages from the external parapet wall which needs repairs before next monsoon so that the further ingress of water is eliminated.



3.9 General

(a) Head Room:

There are two head rooms at building terrace. Their external walls observed having cracks & moss fungus growth on plaster. So, we recommend patch plaster, crack filling & painting on external side walls to protect wall from leaking.

(b) Over Head Water Tank:

There is single RCC overhead water tank on building terrace. Water tank external plaster observed having cracks on plaster. There are no internal leakages found from tank inside. We recommend for affected areas, treatment with patch plaster, crack filling & painting on external side walls to protect wall from leaking.

(c) Lift Machine Room.

There are two lift machine rooms situated on the terrace. Their external walls having cracks and moss fungus growth on external plaster. We suggest crack filling, patch plastering & painting on the external walls to protect wall from leaking.



ALL THE RECOMMENDATIONS ARE ON A PRINCIPLE THAT THE SOCIETY COULD BE MAINTAINANCE FREE FOR THE NEXT FIVE TO SEVEN YEARS AT LEAST AND MAJOR PROBLEMS RECTIFIED NOW, WILL NOT INCREASE IN PROBABILITY TO CAUSE UNDUE DAMAGE TO STRUCTURES AND FINANCES.

Looking into all aspects of the building maintenance and as per our detailed survey, we suggest that the building needs to be thoroughly repaired and painted in a planned manner.

For any RCC framed structure the RCC components are like the bones in a body and hold the entire load of the body and any damage to the same has to be rectified immediately and cannot be left unattended for long period of time.

To bring the RCC components to their near original strength the same have to be repaired by polymer modified mortar method.

The RCC members originally deteriorated due to ingress of water and to prevent it from happening again all sources of leakages must be stopped completely.

Plaster acts like a skin to the bones in a RCC structure, but the skin also needs to have a raincoat and the same is provided by a good quality resin based coating.

To stop the ingress of water the following steps have to be taken.

-) External & Internal Structural Repairs. (Wherever required)
-) External & Internal Plaster. (Patch Plaster)
-) parapet wall waterproofing.
-) Chhajja's, top waterproofing & recasting by using traditional method.
-) External Drain down takes Plumbing. (Wherever required)
-) Painting & crack filling of the entire building with Good Quality Stretchable Paint.

SUMMARY AND CONCLUSIONS

STRUCTURAL DEFECTS:

The defects of structural members are due to combined effects of carbonation, corrosion & effect of continuous drying and wetting. The result of visual survey prompts us to conclude the distress is smoothly spread and is an on-going process and so needs to be stopped at this stage so as to avoid further severe distress/damages of the structure.

There for Rehabilitation of the RCC members and will constitute the following steps.

- Propping the structure wherever necessary.
- Removing loose/disintegrated concrete
- Cleaning the affected steel
- Adding steel wherever necessary
- Applying passivation coat to the steel
- Applying Bond Coat and doing Polymer/Micro Concrete treatment depending on the Requirements
- Finishing with new plaster

> The condition of the building is sound but in repairable and few structural distress is observed in few of the columns and beams at few of the inside flats & staircase common areas.

EXTERNAL PLASTER:

- > The external plaster has failed due to deterioration, weathering, crazing efflorescence & cracks therefore a retro fit is essential.
- > Since the external plaster is partially damaged, we are suggesting that patch re-plastering should be carried out for long term solution.
- > We recommend rectifying the damage by Re-plastering, separation joints filling/brick mortar pointing wherever necessary and water impervious coating to ensure the life of the good plaster. The following steps will be taken to ensure a water impervious surface.
 - Doing new double coat plaster with addition of waterproofing in both the coats using river sand with less than 4% silt & having no clay/ salt, with joint filling with khaddi wala at the junction of RCC and brick work wherever required
 - Proper Crack filling with PCMM wherever necessary
 - Cleaning the entire surface with Water Jet Machine.
 - Painting the entire surface with good quality elastomeric paint.

Elastomeric Coating: Film thickness of 150 micron+ shall be achieved in two coats

with a coat of primer by brush with water addition as per manufacturer specifications. Approved shade & make shall be taken in writing from client as per consultant's recommendation. Joint Warranty for 05 years shall be provided in specified format for no seepages from walls & area attended. Base of paint must be 100% acrylic. Formulations containing styrene butadiene rubber will not be allowed for use on external surfaces. Minimum crack bridging capacity expected is up to 0.5 mm, etc.

PLUMBING AND SANITATION:

> Leaking waste water lines can cause more structural damage than plain water as these lines contain residuals of acids/salts. Water mixed with salts and acid is like cancer to your structure and is a very good inhabitation for corrosion, carbonation and corrosion related reactions.

> So, it is essential to check all the defective plumbing lines and change the defective lines at the time of repairs.
The following precautions will be ensured while changing the same

- PVC pipes to be used for the new lines as they are more durable and inert to mild acidic and alkaline solutions.
- Pipes to be taken away from the walls, so that leakage if any will not penetrate inside.
- Joints to be sealed and plug Bends, Tees to be used so that it can be opened and serviced in case of clog ups if any at a later date.



ADVICE CONSULTANTS

PAINTING:

> It is essential to get the structure painted immediately after all the civil work is over because the paint will act as a weatherproof barrier and prevent formation of shrinkage cracks.
> All inspection, observations & facts presented in this report relate to the findings as of date of inspection,



BUT THE PROCESS OF DETERIORATION WILL CONTINUE.

> A well-defined plan of Rehabilitation is necessary to halt further damage both the structures and the finances of the society.

> This programmed is to be taken up with a well-established and knowledgeable contractor under the supervision of a consultant to check on the quality and the quantity of the work.

TO ENSURE THAT ALL THE CRACKS ON THE EXTERNAL PLASTER WORK ARE EXPOSED & IT IS PROPOSED TO CLEAN THE ENTIRE SURFACE THOROUGHLY BY USING A HIGH-PRESSURE WATER JET MACHINE, THIS WILL NOT ONLY CLEAN THE ENTIRE SURFACE BUT ALSO OPEN UP ALL THE LOOSE CRACKS IN THE BUILDING.

> Micro Concrete Repairs to R.C.C. Column, Beam, Etc.: In Terms Of To Restoration of Extensive Damages in R.C.C.

Micro Concrete: Micro concrete is a very high strength Mix design Concrete, its factory-made product. It's dry powder in Grey Color more like cement constitutes Cement as a one component & other's Graded fine Aggregate, additive in powder form & free flowing agent, because of this Micro concrete can be placed in less thickness & mix. Material can travel in narrow gaps & having self-leveling properties, so that it provides very smooth &

AGREEMENT WITH THE ARCHITECTS / CONSULTANTS

THIS AGREEMENT made at Kolkata on _____ day of ----- two thousand nineteen BETWEEN **Allahabad Bank**, a body Corporate constituted under the Banking companies (Acquisition & Transfer of Undertaking Act,1970) having its Head Office at 2 N.S. Road Kolkata-70001, hereinafter called “ **the Employer / Bank**” of the **ONE PART**, and M/s _____, a partnership firm registered with appropriate authorities having its registered office situated at _____ hereinafter called “**the Architects/Consultants**” of the **OTHER PART**.

WHEREAS the Employer/Bank intends to do **Repair/Renovation work at Bank’s “Shivam” Building at 1, Fakirpara Road, Behala, Kolkata-34** (hereinafter called the “**the Project**”) and WHEREAS the Employer/ Bank is desirous of appointing the Architects / Consultant for purpose of designing and supervision of the proposed building, M/s _____ have offered their services to the bank for the same purpose.

NOW THIS DEED WITNESSETH and the parties hereto hereby agree as follows:

1. The Employer/Bank agrees to pay the Architects as remuneration for the professional services to be rendered by the Architects in relation to the said project particularly for the services hereinafter mentioned; a fee calculated @----- % **plus GST**, on the actual cost of work or accepted tender cost, whichever is less.

Duties & function of Architects: Planning, designing & 100% supervision of Repair/Renovation work at Bank’s “Shivam” Building at 1, Fakirpara Road, Behala, Kolkata-34 as per local bye laws.

The Architect’s / Consultant’s duties will include day- to- day supervision of work through qualified engineers, measurement of work done, quality control as defined under:

- a) Taking the employer’s instructions, visiting the sites preparing sketch designs which shall be in accordance with local governing codes/standards, regulations, etc (including carrying out necessary revisions till the sketch designs are finally approved by the employer), making approximate estimate of cost by cubic measurements, square meter or otherwise and preparing reports on the scheme so as to enable the employer to take a decision on the sketch designs.
- b) Preparing & Submitting proper PERT CHART / BAR CHART incorporating all the activities required for the completion of the project well in time i.e. preparation of working drawings, structural drawings, detailed drawings., calling tender etc. The programme should also include various stages of services to be done by the Trade wise Consultant if any, in co-ordination with the Architect/Consultant.

- c) Submitting required drawings to the Municipality and other local authorities, liaisoning & getting all necessary approvals & permissions from concern authorities.
- d) Preparing architectural working drawings, structural calculations and structural drawings, layout drawings for water supply and drainage, electrical installation, telephone installations, etc, detailed estimates and all such other particulars as may be necessary for preparation of bill of quantities.
- e) Preparing pre-qualification documents for contractor of various works as per IBA/CVC guidelines.
- f) Advising preparation of a panel of contractors to be invited for tendering.
- g) Preparing detailed tender documents for various trades viz. General Civil / Structural repair work and specialist services such as water supply and sanitary installation, electrical installation, etc incorporating Green Building requirements if any, complete with articles of agreement, special conditions, conditions of contract, specification, bill of quantities including details analysis of rates based on market rates, time and progress charts, etc.
- h) Preparing tender notices for issue by Bank for inviting tenders from prequalified/ short listed parties on behalf of Bank, as the case may be for all trades and submitting assessment reports thereon, together with recommendations specifying abnormally high and low rated items, Preparing contract documents for all trades and getting them executed by the concerned contractors.

The assessment report shall be based on proper analysis of rates with constants from an approved Standard Hand Book and market rates of materials and labour for major items of works costing about 90% of the estimated cost of the work.

All commercial conditions shall be evaluated in financial terms instead of merely saying whether a condition may be accepted or not.

When conditions are not susceptible of evaluation, the alternative procedure of calling all the tenders for negotiation and asking them to submit a final bid based on the terms and conditions acceptable to the Bank may be adopted.

- i) Preparing free of cost for the use of the employer, the consultant, the contractor and site staff, 4 copies of contract documents for all trades including all drawings, specifications, and other particulars. Preparing such further details and drawings as are necessary for proper execution of the works.
- j) Assuming full responsibility for supervision and proper execution of all works by General and specialist contractors who are engaged from time to time, including control over quantities during the execution to restrict variation, if any, to the minimum.
- k) No. deviations or substitution should be authorized by the Architect without working out the financial implication, if any, to the contractor and obtaining approval of the Bank. However, where time does not permit and where it is expedient, the Architect may take decisions on behalf of the Bank, the total cost of the item/deviation of which should not exceed Rs. 10,000/-. This deviation shall be got subsequently ratified from the Bank during justifying his action at the earliest.

- l) Working out the theoretical requirement and actual consumption of cement/ steel or any other material specified for each bill.
- m) Checking measurements of works at site. Checking contractor's bills, issuing periodical certificates for payments, a draft of which is given hereunder and passing and certifying accounts, so as to enable the employer to make payments to the contractors and adjustments of all accounts between the contractors and the employer. Architects shall assume full responsibility for all measurements certified by them. It shall be mandatory on the part of the Architect to check the measurements of various items to the extent of at least 100% of each item of work claimed, in each running bill.

"This is to be Certified that the various items of work claimed in this running bill/ final bill No. _____ dated _____ of Rs _____ by the empanelled contractors M/s..... have been completed and that the items are in accordance with and fully conforming to the standard / prescribed specifications and drawings.

I / We further certify that I / we have checked all the measurements to the extent of 100%.

Hence I / We the recommended for payment of Rs..... (Rupes.....only) (in words)".

Date:

(Signature of the Architect)

The Architects shall endorse the above certification in the relevant Measurements Books also.

- n) Liaisoning & getting all the requisite approvals & permissions from concerned Municipal & other local authorities.
- o) Obtaining final completion certificate and securing permission of Municipality and such other authority for occupation of the building and assisting in obtaining refund of deposit, if any, made by the employer to the Municipality or any such other authority.
- p) Appearing on behalf of the employer before the Municipal Assessor or such other authorities in connection with the settlement of the ratable value of the building and tendering advice in the matter to the employer
- q) On completion of the project, prepare "as made" completion drawings architectural, structural, water supply and drainage works, and electrical and other services along with a brief report on the project and relevant structural design calculations and submitting 4 copies of the same for the records of the employer free of cost.

Further, the Architect / Consultants shall verify and confirm that identification marks are made on all services installations / cables / wiring etc. for easy identifications to carry out maintenance jobs.

- r) The Architects / Consultants shall be wholly responsible for the successful completion of the project in all respects consistent with safety and structural stability from the inception up to the handing over for occupation to the employer.
 - s) The Architects / Consultants shall assist the Bank in all arbitration proceedings between the contractors and the Bank and also defend the Bank in such proceedings.
 - t) Any other services connected with the works usually and normally rendered by the Architects but not referred to herein above.
2. Apart from such copies of drawings as are required for submission to the local authorities as provided in clause 2(c), the Architects / Consultants will supply additional copies of drawings free of cost, as follows:-
- i) Two sets of all drawings for Contractors.
 - ii) Two sets of all drawings for Site Engineer.
 - iii) One set of all drawings for Consultants, if any.
 - iv) Two sets of all drawings and one set of completion drawings with all amendments incorporated, to the Employer/Bank.
 - v) The Architect/Consultant shall furnish a complete set of design calculations and drawings for the structural work and other items in the trade for record by the bank.
 - vi) The Architect/Consultant shall furnish a completion plan of the Interior work/Building/Structures including all services on completion of the project, along with a complete set of designs calculations and structural drawings to form a permanent record for the Bank to be consulted in case of any future addition / alternations at a later stage.
3. The Architect/Consultant will take up survey of land, where necessary and prepare a survey plan to a suitable scale, which shall give all relevant dimensions and show the boundary lines, contours at suitable intervals, existing buildings, trees and other landmarks for which no separate fee will be paid.
4. The Employers/Bank shall pay to the Architect/Consultant their basic **fee @ _____% plus GST**, on the actual cost of the work or accepted tender cost, whichever is less in the following manner :-
- (i) On the completion of sketch design and preliminary estimates-5% of total fee.
 - (ii) On completion of sufficient drawings and particulars for application to be made to Town Planning/Local Authorities for approval and processing the same-15% of total fee less already paid.
 - (iii) On completion of detailed architectural working drawings and structural drawings (sufficient for preparing detailed estimates of cost) – 25% of total fee less already paid.
 - (iv) On preparation of detailed estimates, preparations of tender documents and advising on tenders received –45% of total fee less already paid.
 - (v) For making periodic visits for inspection and quality surveillance, preparing other details and drawings as may be required during execution along with variation control-90% of total fee less already paid.

- (vi) Issue of completion certificate and Defect Liability Period of contracts-100% less already paid.

Note:

- a) The fees as stated herein above will also be applicable to services.
 - b) The fees as stated hereinabove will be adjusted on the basis of the latest available estimated cost or if tenders have been received then on the lowest bonafide tendered cost. For stage (v) progressive payment will be made on the basis of cost of works done.
 - c) The final installment of fees shall be adjusted on the basis of actual cost of works or accepted tendered cost whichever is less.
6. The Architect/Consultant shall engage qualified and competent/reputed Municipal Architect, Structural, Electrical, and Water Supply & Plumbing Consultants to assist them in preparation of design and details for these services. The said Consultants will be appointed with the approval of the Employer. The fees payable to these consultants shall be borne by the Architects out of the fees received by them. The Architects shall be fully responsible for the design and soundness of the works of such consultants and shall also coordinate the activities of various consultants.
 7. If CTE examiner of CVC (Central Vigilance Commission, Government of India) examines the said work and points out any defective or substandard work or any other irregularities the Architect/Consultant shall take necessary steps to get those rectified & shall also assist the bank in replying the observations made by the Chief Technical Examiner.
 8. In case where the Architect/Consultant perform partial services for any reasons, including the abandonment, deferment, substitution or omission of any project and / or works or part thereof, and if the services of the Architect/Consultant are terminated the charges in respect of the services performed shall be as follows :-
Payment will be made in accordance with the clause 5 hereinabove written for the stages that have been completed. For the incomplete stage, payment will be made on quantum-merit basis in which case assessment of fees will be made with due regard to all relevant factors.
 9. In case of any dispute between the Architect/Consultant and other agency, the matter shall be referred to the Employer/Bank, whose decision shall be final and binding on all parties.
 10. In case, it is established that due to fault of Project Architect/Consultant the Bank has to pay any extra amount due to overrun of the Project, over measurements – faulty description of tender item or any other lapse on the part of Project Architect/Consultant, necessary recovery may be effected from the Project Architect/Consultant's fee as per provision of section 73 of Indian Contract Act 1872 under section 30 of Architects Act 1972 (Central Act No.20 of 1972).
 11. In the event of any dispute, difference or question arising out of or touching or concerning this agreement of the execution of the project, the same shall be referred, at the option of either party (Employer or the Architect/Consultant), to the arbitration

of a sole Arbitrator mutually agreed upon, and in default of such agreement to the arbitration of two arbitrators, one each appointed by both the parties, who in default of mutual agreement may in turn appoint an umpire. The arbitrator or arbitrators or umpire, as the case may be, will be Fellows of the Indian Institute of Architects or Fellow of Institute of Engineers (India). Such submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration & Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator(s) or umpire, as the case may be, shall be final and binding upon the parties.

12. The Bank, without any prejudices to its right against the Architect/Consultant in respect of any delay or deficient service, by 15 days notice in writing absolutely terminate the contract in any of the following cases.

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

II. If the Architect/Consultant, in the opinion of the Bank, is not pursuing the project with due diligence and / or within the time lines committed.

III. If the Architect / Consultant commits breach of any terms of the agreement.

When the Architect/ Consultant has made himself liable for action under any of the cases aforesaid, the Bank shall have powers:

a. To terminate or rescind the agreement.

b. To engage another Architect/Consultant to carry out the balance work debiting the Architect/Consultant the excess amount, if any, so spent and recovering such excess amount, if any, so spent and recovering such excess amount from the fees due to the Architect/Consultant, the Security Deposit or from any other dues.

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

The Architect/Consultant shall promptly notify the Bank of any change in the constitution of his firm. It shall be open to the Bank to terminate the agreement on the death, retirement, insanity or insolvency of any person being director in the said firm, or on the addition or introduction of a new director. But until its termination by the Bank as aforesaid, this contract agreement shall continue to be in full force and effect, notwithstanding any changes in the constitution of the firm by the death, retirement, insanity or insolvency of any of its director or addition or introduction of any new director. In case of death or retirement, the surviving or remaining directors of the

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

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

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

Signed, and delivered by ALLAHABAD BANK by the hands of Shri _____
and constituted attorney in the presence of

1). Shri _____

2). Shri. _____

Signed sealed and delivered by the hands of Shri. _____
proprietor of M/s _____
in presence of

1). Shri. _____

2). Shri. _____

Or

Signed, sealed and delivered by the hands of Shri. _____
partner of M/s _____ in presence of

1). Shri. _____

2). Shri. _____

Or

The common seal of the company M/s _____ hereinto
affixed pursuant to the resolution passed by the Board of Directors of the Company in its
meeting held on _____ in presence of Shri. _____
_____ Director and

Shri. _____ Director / authorized signatory
of the company who have signed token thereof.

Annexure-B

Financial Bid

The Asstt. General Manager,
Allahabad Bank, Premises Deptt,
Head Office ,
2 N.S. Road,
Kolkata-700001

**Sub: Engagement of Agency for Architectural/Consultancy Services for
Repair/Renovation work at Bank's "Shivam" Building at
1, Fakirpara Road, Behala, Kolkata-34.**

With reference to your Tender Document dated _____, I/we, having examined all relevant documents and understood their contents, hereby submit our Financial Bid for the captioned work.

1. Our professional fee for the services performed for functions & duties of Architects / Consultants as mentioned in the Tender document /draft agreement will be @ _____% of actual cost or estimated cost, which ever less for the above job. GST will be extra.
2. All the out of pocket expenses will be borne by me/ us and I / we will not charge any amount from Bank other than above quoted fee.
3. We agree to receive the fee in the stages as detailed in the Tender document.

(Signature, Name and Designation of the
Authorised signatory)

Place-

Date-