

#### **Request for Proposal For**

# E-TENDER FOR INTERIOR & FURNISHING WORK FOR PUNJAB & SIND BANK PAIGAON KOSI KALAN , MATHURA, DISTT.-UTTAR PRADESH-281401

E-Tender Reference	PSB/GUR ZONE/E-TEN/01/2021-22
Bid Submission Start Date	19.09.2022 by 10.00 AM
Bid Submission End Date	13.10.2022 by 5.00 PM
Technical bid opening date	14.10.2022 by 3.00 PM
Financial Bid Opening date	Will be informed subsequently to technically qualified bidders.

Zonal Office Gurgaon: Punjab & Sind Bank, Institutional Plot No.-151, Sector-44, Gurgaon-122003

ARCHITECTS
SSA PROJECT ENGINEERING AND
MANAGEMENT SERVICES
F-127 VIKAS PURI,
NEW DELHI -110018

MOBILE: +91-7011912512 Email: ssapems@yahoo.com Akleshs09@gmail.com The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP Document and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever and without any cost or compensation therefor.

This document is prepared by Punjab and Sind Bank for Supply. Installation, migration of Active directory and AD Manager. It should not be reused or copied or used either partially or fully in any form.

#### **Disclaimer**

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by Punjab and Sind Bank or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The RFP is not an offer by Punjab and Sind Bank, but an invitation for bidder's responses. No contractual obligation on behalf of Punjab and Sind Bank, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of Punjab and Sind Bank and the selected Bidder.

## INTERIOR & FURNISHING WORK FOR PUNJAB & SIND BANK PAIGAON KOSI KALAN, MATHURA DISTT-UTTAR PRADESH

E-Tender reference	PSB/GUR ZONE/E-TEN/01/2021-22
Date of issue of RFP	19.09.2022
Earnest money deposit	Earnest money deposit of Rs.20000.00/- (EMD (Refundable) in the form of Demand Draft by Public Sector Ban in India favoring Pun ab & Sind Ban payable at Ne Delhi must be submitted All MSEs having registration as per provisions of the Public Procurement Policy for Micro and Small Enterprises i.e. District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME and Start-ups (recogni ed by DIPP) are exempted from submission of Tender Fee and Bid security declaration only. Relevant certificates should be submitted by the bidder in this regard to avail exemption. (EMD )Submitted at PUNJAB & SIND BANK, ONAL OFFICE Gurgaon-Institutional Plot No. 151,Se 44,Gurgaon-122003
Last date & time of receipts of tender bids	Will be informed subse uently to technically ualified bidders.
Opening of Commercial/price bid	Only Eligible Tenderer shall be informed (Via E-mail/Telephone) separately
Address of communication	onal Manager, Pun ab & Sind Ban , onal office-Gurgaon, Institutional Plot No-151, Sec-44, Gurgaon-122003
Email address	o.gurgaon psb.co.in
Contact Telephone	Officer-09873032330
Bids to be submitted	https://psb.eproc.in (Bidder has to submit the bid electronically)

#### Information for online participation

This Tender ill follo e-tendering process hich ill be conducted by ban sauthori ed e-tendering services provider M/s C1 india Pvt.Ltd. through ebsite: https://psb.eproc.in

Follo ing activates ill be conducted online through the above ebsite

- 1. Procurement of RFP documents including all Annexure
- 2. Addendums to the RFP
- 3. Submission of technical bid & indicative commercial bid by the Bidder
- 3. Opening of technical bid & Indicative commercial bid by the ban
- 4. Reverse Auction
- 5. Announcement of result if any

#### Instructions:

- Bidders ho ish to participate ill have to register ith the ebsite). (https://psb.eproc.in). Bidders ill be re uired to create login id & pass ord on their o n in registration process.
- 2. Bidder ho ish to participate in this tender need to procure Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency. Bidders can vie the list of licensed CA.s from .cca.gov.in.
- 3. In case of any clarification/ ueries regarding online registration/ participation, Bidders may reach out to: Email: psbsupport c1india.com Ph: 0124-4302033/36/37.
- 4. It is suggested that the prospective Bidders shall monitor the https://psb.eproc.in ebsite constantly for any changes / updates.

#### Note:

- 1. Ban expects the interested Bidders to do nload the copy of the complete RFP document along ith all Annexures & Appendices either through Ban s ebsite http://pun abandsindban .co.in or https://psb.eproc.in
- Earnest money deposit of Rs.20000.00/- (EMD (Refundable) in the form of Demand Draft by Public Sector Ban in India favoring Pun ab & Sind Ban payable at Gurgaon (Haryana) must be submitted at PUNJAB & SIND BANK, ONAL OFFICE GURGAON-INSTITUTIONAL PLOT NO.-151,SEC-44,GURGAON-122003
- 3. Ban expects the interested Bidders to do nload the copy of the complete RFP document along ith all Annexure & Appendices either through Ban s ebsite http://pun abandsindban .co.in or https://psb.eproc.in

**Notice Inviting-** E-Tender for Interior & furnishing work at Punjab & Sind Bank Paigaon Kosi Kalan.

Ban invites E-tenders in T o Bid Systems i.e. Technical Bid & Commercial Bid from Interior Furnishers/Contractors for the Interior & furnishing work at Punjab & Sind Bank Paigaon Kosi Kalan

In case of any queries, the Tenderer may contact following:

Pun ab & Sind Ban : Officer-0 73032330

**Architect** : M/s SSA Project Engineering

&Management Services, F-127

Vikas Puri-18

#### 1. INTRODUCTION

Ban invites E-tenders in T o Bid Systems i.e. Technical Bid & Commercial Bid from Interior & Furnishing or for PSB Branch at Paigaon Kosi Kalan

#### 2. ELIGIBILITY CRITERIA

The invitation of bids is open to all service providers, provided they fulfil the follo ing eligibility criteria.

Criteria.	
CRITERIA	DOCUMENTS REQUIRED AND TO BE UPLOADED
a) The bidder should have at least 5 years satis-factory experience in providing similar or s in Commercial Ban s, Pvt. Ban s, Government PSU Ban in Delhi/NCR. Similar or means interior furnishing/renovation or s of same nature /magnitud involving furnishing, electrification, air conditioning, office automation (except speciali ed or s). Contractor s register office should be in delhi NCR.  b) The bidder should have the follo ing experience for having executed similar contracts during last five years ending 31.03.2022:-One or of similar nature should have been executed in delhi NCR.  1. At least One(1) or of value of Rs00 Lacs (0% of the estimated cost) or 2. T o(2) or s of value Rs.5.00 Lacs (50% of the estimated cost) or 3. Three (3) or s of value Rs.4.00 Lacs (40% of the estimated cost)	Wor order and satisfactory completion certificate (on the letter head of service recipient ith complete address and telephone no.) in having executed similar category contract/s (in the city under consideration only) during the last 5 years (minimum) ending day before the invitation of this tender should be provided. The scope of or s carried out, period of contract, Staff employed and value of or should be clearly defined.
c) The bidder must have an average Annual Turnover of Rs.3.00 Lacs (30% of the estimated cost) by ay of providing services during the last 5 years in similar contracts in Delhi/NCR ending 31.03.2021.	Audited/self attested Profit & Loss A/c and Balance Sheet for financial year 201 -201, 201 -2020 and 2020-2021 (duly attested by the CA).
d) The bidder should not be declared by any Public Organi ation, to be ineligible to participate for corrupt, fraudulent or any other unethical business practice and Blac listed by Public Organi ation.	A Self- declaration certificate that the bidder has not been declared by any Public Organi ation to be ineligible to participate for corrupt, fraudulent or any other unethical business practice and Blac listed by Public
e) The bidder should be registered ith the follo ing statutory authorities:-Income Tax, GSTIN ,registration certificate under Contract labor (R& A) Act 1 70 and Cen- tral Rules 1 71 etc.	Photocopies of valid registrations/license and latest Challans should be furnished ith the Tender.

f) Bidder should have sufficient resources namely manpo er & e uipment to execute the sub ect or .

Full list of sub-contractors/employees vi . Name, age, employee code, designation, experience in the field etc and also the list of e uipment proposed to be deployed as per Annexure F Should be attached.

BAR/PERT Chart should also be submitted indicating the execution of the or ithin the dateline of 21 days (3 week).

g) To ensure transparency, e uity, and competitiveness in compliance ith the CVC guidelines, this tender shall be covered under the Integrity Pact (IP) policy of the Ban. The pact essentially envisages an agreement beteen the prospective bidders/vendors and the Ban committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract.

The IP agreement enclosed at annexure must be sealed and signed. Any vendor/ bidder not signed the document or refusing to sign shall be disqualified in the bidding process.

#### 3. SCOPE WORK

The Contractor shall carry out and complete the said furnishing or s comprising of ooden partition, panelling false ceiling including miscellaneous, electrical or s and modification / addition to existing provision. Provision and Furniture, furnishing etc. complete in every respect in accordance ith Contract and ith the directions of and to the satisfaction of the Architects and the Ban . The Architects may in their absolute discretion and from time to time, issue further dra ings and/or ritten instructions, details, directions and explanations hich are hereafter collectively referred to as "Architect's Instructions" in regard to:

- a) The variations or modifications of the design uality or uantity of or s or the addition or omission or substitute of any or .
- b) Any discrepancy in the dra ings or bet een the Schedule of Quantities and/or dra ings and/or Specifications.
- c) The removal and / or re-execution or any or s executed by the Contractor.
- d) The removal from the site of any material brought there on by the contractor and the e) Substitution of any other material there from.
- f) The dismissal from the or s of any person / persons employed thereupon. g) The opening up for inspection of any or coveredup.
- h) The amending and ma ing good of any defects under clause "Removal of Improper Wor and Material".

The Contractor shall forth ith comply and fully execute any or comprised in such Architect's Instructions provided all ays that verbal instruction. Directions and explanations given to the Contractor or his representative upon the or s by the Architects shall, if involving a variation, be confirmed in riting by the Contractor ithin 3 days and if not dissented from in riting ithin further

3 days by the Architect. Such shall be deemed to be the Architect's instructions ithin the scope of the contract.

If compliance ith the Architect's instructions as aforesaid involved or and/or expense and/or loss beyond that contemplated by the Contract. Then unless the same ere issued o ing to some

breach of this contract by the Contractors. The Ban shall pay to the Contractor on the Architect's Certificate, the price of the said or (as an extra to be valued as herein after provided) and/or expense and/or loss.

#### 4. TENDER AND BID SUBMISSION

- a) Bids are invited from Civil furnishers/contractors located in Delhi/NCR ho are eligible to do business in India under relevant Indian La sas in force at the time of bidding.
- b) Bidders ho ish to participate ill have to register ith the ebsite (https://psb.eproc.in). Bidders ill be re uired to create login id & pass ord on their on in registration process
- c) The bidder ill be given permission to inspect the site, ith prior appointment and up to one day prior to the last date of submission of the tender.
- d) The Ban shall not consider any re uest for date-extension for bid-submission on account of late receiving / do nloading of Tender by any prospective service provider.
- e) The Ban also reserves the right to amend the tender prior to the last date for bid-submission.

  The Ban may at its discretion, extend the last date for bid-submission on any ustified ground.
- f) The Bidder shall bear all the costs associated ith the preparation and submission of bid and Pun ab & Sind Ban ill in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- g) Earnest money, Technical Bids and Commercial Bids are to be duly signed and super scribed a:

"TECHNICAL BID/COMMERCIAL BID/ EARNEST MONEY FOR INTERIOR & RENOVATION WORK FOR PUNJAB & SIND BANK PAIGAON KOSI KALAN, MATHURA DISTT-UTTAR PRADESH -281401

PUNJAB&SIND BANK, ZONAL OFFICE GURGAON INSTITUTIONAL PLOT NO.151, SECTOR-44, GURGAON-122003

- h) In the event of the specified date for bid-submission being declared a holiday for the Ban, the bids ill be received up to the appointed time on the next or ing day.
- 5. AUTHORITY TO SUBMIT BIDS:
- a) Only authori ed personnel of the firm or organi ation shall sign the Bid.
- b) The proposal must be accompanied ith an underta ing letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the personnel.
- c) In case the principal service providers authori e their business partners to bid on their behalf, a

- separate authori ation letter as per format (Letter of Authori ation to bid) enclosed, along ith a commitment to fulfil the terms of tender should be submitted.
- d) The certified photocopy of Resolutions/Authority/ Po er of Attorney having authority to authori e the person to submit Bid documents on behalf of the company shall be enclosed

#### 6. BID CONTENTS

#### 6.1 TECHNICAL OFFER TO BE UPLOADED:

- a) The Technical Offer (T.O.) should be completed in all respects and contain full information re uired in the documents.
- b) It should not contain any price information. It is mandatory to submit the technical details in the prescribed format duly filled in along ith the offer.
- c) In case of non-submission or partial submission of technical details, the Ban at its discretion may not evaluate the offer.
- d) The T.O. must be submitted in an organi ed and structured manner.

#### **6.2 COMMERCIAL OFFER TO BE UPLOADED**

- a) The Price uoted should be only in Indian Rupees.
- b) The rates uoted in the Bid shall be inclusive of all labour charges, delivery & cost of material at site tools & e uipment, insurance premium covering any ris to labour etc and taxes and all other taxes applicable.
- c) The Bids ith correction and or over riting, if not authenticated, ill be <u>liable for rejection</u>.
  - d) No claim for rate enhancement/price revision should be considered during the pendency of the contract.

#### **6.3 EARNEST MONEY (Tender Fee and EMD):**

- a) Earnest money deposit of Rs.20000.00/- (EMD (Refundable) in the form of Demand Draft by Public Sector Ban in India favoring Pun ab & Sind Ban payable at Gurgaon (Haryana) must be submitted at PUNJAB & SIND BANK, ONAL OFFICE GURGAON-INSTITUTIONAL PLOT NO.-151,SEC-44,GURGAON-122003
- b) No interest ould be payable on the earnest money deposit amount.
- c) This amount ould be forfeited if the bidder ithdra s his bids during the period of bid validity.
- d) The earnest money must be submitted along ith technical offers.
- e) In the event of non-submission of earnest money deposit, the proposal ould be re ected.
- f) EMD ould be released to the unsuccessful bidders after signing of the contract agreement by the L1 bidder.
- g) EMD of the successful bidder shall be released after submission of the Performance Ban Guarantee.
- h) The EMD shall be from any scheduled commercial Ban in India other than Pun ab & Sind Ban .

#### 7. BID FEATURES

- All bids and supporting documentation shall be submitted in English only.
- b) All costs and charges related to the bid shall be expressed in Indian Rupees (in INR) only.
- c) The bids shall be valid for a period of 03 months from the date of submission of bids. A bid valid for a shorter period shall be re ected by the Ban as non-responsive.

- 8. BID ESSENTIALS CONTENTS OF DOCUMENT TO BE SUBMITTED ELECTRONICALLY The bidder shall submit the folio ing:
- a) The Ban in case of non-adherence to the Format or partial submission of bid ill not evaluate the bid.
- b) Each page of it shall be serially numbered, signed and duly stamped by the bidder or a duly authori ed person to sign on behalf of the Service provider,
- c) Any interlineations, erasure or over riting shall be valid only if these are initialed by the person(s) signing the bid.

#### INSTRUCTIONS TO BIDDERS

#### 1. Invitation of Bids:

This Re uest for Proposal (RFP) is to invite proposals from eligible bidders desirous of ta ing up the pro ect for Supply, Installation, migration of Active directory and AD Manager. Sealed offers / Bids (Bid) prepared in accordance ith this RFP should be submitted as per details given in the Key Information sheet. The criteria and the actual process of evaluation of the responses to this RFP and subset uent selection of the successful bidder ill be entirely at Ban s discretion.

#### 2. Due Diligence:

The Bidder is expected to examine all instructions, forms, terms and specifications inthis RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP ith full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the re uirement of this RFP. Failure to furnish all information re uired by this RFP or submission of a Bid not responsive to this RFP in each and every respect ill be at the Bidder s on ris and may result in re ection of the Bid and for hich Pun ab and Sind Ban shall not be held responsible.

Photocopies of relevant documents/ certificates duly stamped and signed by authori ed person, must be submitted as proof in support of the claims made. The Ban reserves the right to verify/ evaluate the claims made by the Bidder independently. The decision of the Ban in this regard shall be final, conclusive, and binding upon the Bidder.

#### TECHNICAL BID TO BE UPLOADED:

- a) Service Provider s Profile (Annexure A & B) to be uploaded:
- b) All pages of bid document must be signed and stamped.
- c) Earnest Monet Deposit(EMD) of Rs.20000.00/-
- d) Copy of satisfactory performance certificate Minimum 3 Nos, 1 satisfactory performance certificate for each year out of hich 1 must be of presently running.
- e) Audited/self attested Profit and Loss Account and Balance sheet for the financial year ending on 201 -201 ,201 -2020 and 2020-2021
- f) Letter of Authori ation to Bid.
- g) Po er of Attorney (if any).
- h) Details of or executed in the last 5 years. (Annexure C).
- i) Past Performance (Annexure D).

- ) Organi ational Setup Details of Key s illed, semi-s illed and uns illed or ers employed (Annexure E)
- ) Details of Litigation/Arbitration (Annexure F)
- I) List of E uipment and Machineries (Annexure G).
- m) Latest I.T.R.
- n) Copy of Certificate of Incorporation
- o) Copy of Memorandum of Association
- p) Copy of GST (latest GST copies)
- ) Copy of PAN Card
- r) Copy of PF Registration
- s) Copy of ESI Registration
- t) A Self- declaration certificate that the bidder has not been declared by any Public/Private Organization to be ineligible to participate for corrupt, fraudulent or any other unethical business practice and Blacklisted by Public/Private Organization.
- u) Other information -Any other relevant information, hich is necessary to be furnished, must be provided.

#### 10. BID EVALUATION

- a) The tenders received ithin the due date and time only ill be considered for evaluation.
- b) The Technical bids shall be opened and the bid/s received ill be scrutini ed to determine hether they are complete in all respects as per the re uirement of tender and subse uent clarifications, hether the documents have been properly signed and hether items are offered as per this tender re uirements.
- c) The Ban ill examine the bids to determine hether they are complete, hether any computational errors have been made, hether re uired information have been provided as underlined in the bid document, hether the documents have been properly signed, and hether bids are generally in order.
- d) Technical bids of the service providers meeting the minimum pre- ualification criteria ill be evaluated for compliance of other terms and conditions.
- e) Based on the evaluation results, the ban ill shortlist the bidders ho are considered to be suitable. The decision of the Ban regarding the short-listing of the bidders shall be final and binding on the bidder.
- f) The commercial bids of only the successfully ualified bidders hose Technical bids are found acceptable ill be opened subse uently on the date that ill be conveyed to them.
- g) Arithmetical errors ill be rectified on the follo ing basis. If there is a discrepancy bet een unit price and the total price that is obtained by multiplying the unit price and uantity, the unit

price shall prevail and total price shall be corrected. If the supplier does not accept the correction of the errors, its bid ill be re ected.

- h) If there is discrepancy bet een ords and figures, the amount in the ords ill prevail.
- i) The L1 bidder ill be determined on the basis of the evaluation method as detailed in the next clause.

Any incomplete or ambiguous terms/conditions/quotes will disqualify the offer.

#### 11. CLARIFICATIONS OF BIDS

To assist in the examination, evaluation and comparison of bids the Ban may at its discretion as the bidder for clarification and response shall be in riting and no change in the price or substances of the bid shall be sought, offered or permitted.

#### 12. NOTIFICATION OF AWARD

The acceptance of a tender, sub ect to contract, commercial considerations & compliance ith all the terms and conditions ill be communicated in riting by means of placing order at the address supplied by the bidder in the tender response. Any change of address of the Service provider, should therefore be promptly notified to The Deputy General Manager (G.A), Pun ab & Sind Ban , HO G.A Department, 2<sup>nd</sup> Floor, Ban House,21, Ra endra Place, Ne Delhi-11000 and ritten confirmation of such notification obtained.

#### 13. SIGNING OF CONTRACT

The successful bidder shall be re uired to enter into a contract ith PSB ithin 15 days of the a ard of the tender/ Letter of Intent or ithin such extended period as may be specified by the onal Manager, PUNJAB & SIND BANK, ONAL OFFICE GURGAON, INSTITUTIONAL PLOT NO.-151, SECTOR-44, GURGAON-122003.

#### TERMS AND CONDITIONS OF TENDER

#### DIRECTIONS REGARDING PROCEDURES

In construing these conditions, specifications and Contract Agreement, the follo ing ords shall have the meaning here in assigned to them except here the sub ect or context other ise re uires:

- (a) "Bank" Shall mean Zonal office-Gurgaon, Punjab & Sind Bank, Institutional Plot.-151,Sector-44,Gurgaon-122003 and shall include his (their) legal representative/s assign/s or authori ed officer.
- (b) "Contractor/Builder" Shall mean the individual or firm or company, hether incorporated or not, underta ing the or and shall include legal personal representatives of such individual or the persons comprising such firm or company or the successors of such individual or firm or company and the permitted assignee of such individual or such individual or firm or company.
- Shall mean SSA PROJECT ENGINEERING& MANAGEMENT SERVICES hose registered office is situated at F-127 Vi as Puri Ne Delhi-11001. (and shall include his authori ed representative) or in the event of his death or termination of his services by the Ban in his sole and un ualified discretion, such other person/persons as shall be provided all ays that no person subsequently appointed to be Architect under this contract shall be entitled to disregard or over rule any previous decision or direction given or expressed by the Architect specified here in unless other lise approved by the Ban.
- (d) "Contract" Means the documents forming the tender and acceptance thereof and the formal agreement executed bet een the competent authority on behalf of The Zonal Manager, Zonal office Gurgaon, Punjab & Sind Bank, Institutional Plot No.151,Sec-44,Gurgaon-122003 and the Contractor, together ith the documents referred to there in including these conditions, the specifications, de- signs, dra ings and instructions issued from time to time by the Engineer-in-Charge and all these documents ta en together, shall be deemed to form one contract and shall be complementary to one an- other.
  - (i) The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and talen to mean the or siby or by

virtue of the contract contracted to be executed hether tem- porary or permanent, and hether original, altered, substituted or additional.

- (ii) The site shall mean the land/or other places on, into or through hich or is to be executed under the contract or any ad acent land, path or street through hich or is to be executed under the contract or any ad acent land, path or street hich may be allotted or used for the purpose of carrying out the contract.
- (iii) Schedule(s) referred to in these conditions shall mean the relevant schedule(s).
- (iv) Tendered Value means the value of the entire or as stipulated in the letter of a ard of or .

#### 1. GENERAL

The or shall be carried out strictly in accordance ith the dra ings amplified by the specifications of materials and or manship given hereunder. The dra ings and specifications shall be talent together and shall complement each other. In case of any discrepancy, the follo inglorder of preference shall be follo ed:

- (a) Particular Specifications.
- (b) Dra ings.
- (c) CPWD Specifications & DSR 2021.
- (d) National Building Code and Relevant IS Provisions.

In case there are no specifications for items sho n on the dra ings or here items are not exhaust exhaustively described, the general specifications of CPWD shall be follo ed for hich nothing extra shall be paid. Ho ever the specification should be got approved from the Architect before commencement of or .

#### 2. DRAWINGS AND SPECIFICATIONS

- (a) After signing the Contract, the contractor ill be given free of charge three prints of all or ing dra ings. The contractor shall male at his on expense any additional copies here uires. One copy of the drating furnished to the contractor as aforesaid shall be ept by the contractor at site and the same shall, at all reasonable times be available for inspection and use by the Architect and his representatives any by any other person authorited by him in riting.
- (b) Such further dra ings and instructions including revisions, as the Architect may furnish to the Contractor shall form part of this contract.
- (c) Only figured dimensions and detailed dra ings shall be follo ed. The Contractor shall verify all dimensions in the field before any or is started and obtain instructions of the Architect in case of any discrepancy.
- (d) The Architect ith approval of the The Zonal Manager, Zonal office Gurgaon, Punjab & Sind Bank, Institutional Plot No-151,Sector-44, Gurgaon-122003 shall have po er and authority to supply to the Contractor from time to time during the progress of the or, such further draings and instructions as shall be necessary for the purpose of proper and ade uate execution and maintenance of or and the Contractor shall carry out and be bound by the same.

#### 3. SCHEDULE OF QUANTITIES:

The Schedule of Quantities unless other ise stated shall be deemed to have been prepared in accordance ith the method of measurements specified in the particular specifications and shall be considered to be approximate. The Ban does not undertate to carry out the hole of or as sho in the dratings and tale in the schedule of luantities and reserves the right to modify the same or any part thereof. The Contractor shall not be alloted any compensations or damages for the or so omitted or cancelled by the Ban. Each tender item should be filled in ith the rates and amounts in separate columns and all the sections should be totaled up in order to sho the aggre-gate value of the entire tender. The rates should be filled both in figures and ords for each item and in case of discrepancy the rates filled in ords shall be considered as correct for the evaluation of tender amount. The initials of the tenderers shall duly attest all corrections in the tender Schedule. Corrections, hich are not attested, may entail the reference of the state of the defender.

#### 4. ARCHITECTS STATUS AND DECISIONS(a)

#### **Status:**

The Architects shall have general supervision and direction of the or . He has authority on behalf of the Ban to stop the or henever such stoppage may be necessary to ensure the proper execution of the or . The architect shall be the interpreter of the conditions of contract and the udge of its performance.

#### (b) Decisions:

The Architect shall, ithin a reasonable time, male decisions on all claims of the contractor and on all other matter relating to the execution & progress of the or or the interpretation of the contract documents. The decisions, opinion or direction of the Architects ith respect to all or any of the folloting matters shall be referred to the The onal Manager & PSB and decision so talen shall be final & binding to the contractor.

Variation or modifications of the design.

- i. The uality or uantity of or sor the additions/alterations or omissions or substitutions of any or .
- ii. Any discrepancy in the dra ings or bet een the dra ings and or specifications. iii.

The removal and / or re-execution of any or by the contractor.

iv. The dismissal from the or of any persons employed therein. v.

The opening up for inspection of any or covered up.

- vi. The amending the maing good of any defects under defects liability period.
- vii. Approval of materials and or manship.
- viii. The contractor to provide everything necessary for the proper execution of the or .

#### (c) Dismissal:

The contractor shall on the report of the architects immediately dismiss from the or s ithin 24 hours any person employed by him for the above or , ho may, in the opinion of Architects be incompetent or misconducts himself and such person shall not be re-employed on the or s ithout the permission of the Architects.

#### 5. EXTENT OF CONTRACT

The contractor shall supply at his on cost all material implements, ladders, cordage, tac le, scaffolding and temporary or sire uired for the proper execution of the or hether original, altered or substituted and hether included in the specifications or other documents forming part of the contractor of the contract or referred to in these conditions or not and hich may be necessary for the purpose of satisfying of conditions he is entitled to be satisfied hich he is entitled to re uire together carriage therefore to and from the or . The contractor shall also supply survey instruments and other materials necessary for the purpose of setting out or s, and counting eighing and assisting to the measurement or examinations at the any time and from time to time of the or material, failing his so doing the same may be provided by the engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract from his security deposit or the proceeds of sale thereof. The contractor shall also provide a sufficient portion of fencing and lights re uired to protect the public from accident, and shall be bound to bear the expenses of defence brought by any person for in ury sustained o ing to neglect of the above precautions and to pay any damage and costs hich may be a arded in any such suit, action or proceedings to any such person or hich may ith the consent of the contractor be paid to compromise any claim by any such person. In no case, the Ban shall be a party to any such claim/claims and the contractor shall indemnify the Ban against any claim for any person on this account.

#### 6. ASSIGNMENT OR SUB LETTING OF CONTRACT

The contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under or any claim arising out of the contract to any other party ithout the prior ritten con-sent of the Ban.

#### 7. CONTRACTORS OFFICE AND STORES

All offices, sheds and stores re uired by the contractor shall be enacted at his on cost ith the prior approval of the Ban or its representative and shall be dismantled and removed upon the completion of the or if so directed ithin 7 (seven) days of the issue of such intimation.

#### 8. DIRECTION FOR EXECUTION OF WORK

#### 8.1 Setting outs

The contractor shall be responsible for the true and proper setting out of the or s in relation to the original points, lines and levels of reference given by the architect in riting and for correctness subject as above mentioned of all the positions, levels dimensions and alignments of all parts of the or and for the provision of all necessary instruments, appliances and labour in connection there—ith. If at any time during the progress of the or any error shall appear or arises in any part of the or, the contractor on being rejured to do so by The onal Manager, (PSB) shall at once inform the architect or their representatives. The checking of the or by the architect/representative shall not in any ay relieve the contractor from his responsibilities of carrying out the or as per the best practices of construction.

#### 8.2 Engagement of Labour

- (a) The contractor shall be solely responsible for the labour/ personnel employed and that the person nel provided by the contractor shall and ill not male any claim to become employees of the Ban and that there ill be no Employee and Ban relationship bet een the personnel engaged by the Contractor and the Ban.
- (b) The contractor shall employ labour in sufficient numbers either directly or through subcontractors, here such sub letting is permitted to maintain the re-uired rate of specified in the contract and to the satisfaction of the architect. The contractor shall not employ in connection ith the or s any person ho has not completed his fifteen years of age.
- (c) The contractor shall comply ith the provisions of the payment of Wages Act, 1 36 Minimum Wages Act, 1 4 Act, 1 47 Maternity Benefit Act, 1 61 and Mines Act, 1 3, Labour Contract (Regulations & Abolishing) Act or Rules, or any modifications thereof and any other la relating thereto and rules made there under time to time.
- (d) The Contractor shall be fully responsible for timely monthly payment of ages and any other dues to the personnel deployed by the Contractor. Further the Contractor shall solely be responsible for having made the payments to ards ESI and EPF amount (both Ban's and employee's contribution) in the respective account of the or er for the period for hich bill israised.
- (e) The contractor shall indemnify the Ban against any payment to be made under and for observance of the Regulation aforesaid ithout pre-udice to his right to claim indemnity from his sub-contractors.
- (f) The contractor shall provide and maintain at his on expenses all rights, guards, fencing and atching hen and here necessary or required by the Resident Engineer for the protection of the or sor for the safety and convenience of those employed on or sor the public.

#### 8.3 Sampling

- (a) The contractor shall submit the samples of various materials for the approval of the Architect & Ban . The contractor shall use the material only after the approval of the Architect/ Ban . The verification of the material shall be done on random base during the progress of the or in either the follo ing manner:
- (b) Random samples ould be pic ed up during execution of or from site & if decided by the Architect/ Ban , it ould be sent to one of the approved laboratories for test & uality chec . The cost of such tests ould be borne by the client.
- (c) The Architect/ Ban may direct the contractor to submit the challan of delivery of the material brought at site. It ould be on Random based. The Architect may also direct the contractor to submit the copy of the test/verification certificate provided by the manufacturer of that particular material.

#### 8.4 Inspection of work

All or under or in course of execution or executed in pursuance of the contract shall at all times be open to inspection and supervision of the Architect or his representative and to the personnel and the representatives of the Ban and the contractor shall at all times ith reasonable notice or the intention of the Architect or his representatives to visit or shall have been given to the contractor, either himself be present to receive orders and instructions, or have responsible agent duly accredit- ed in riting present for that purpose. Orders to the contractor's agent shall be deemed to have been given to the contractor himself.

#### 8.5 Suspension of Work

The contractor shall on the ritten order of the Architect/Ban suspend the progress of the or or any part thereof for such time or time and in such a manner as the Architect/Ban may consider necessary and shall during such suspension properly protect and secure the or as considered necessary in the opinion of the Architect/Ban or their representative-in-charge of the or . No compensation shall be payable to the contractor on hat so ever account for the suspension of or .

#### 8.6 Extension of time for completion

Time is the essence of the contract. The oner and the contractor in consultation ith the the Architects shall agree upon the or progress chart. The chart shall be prepared in direct relation to the time stated in the contract or the or sorder for completion of the individual items thereof and/or the contract or or sorder as a hole. It shall indicate the forecast of the dates of commencement and completion of the various trade processes or sections of the or and shall be amended as may be re uired by agreement bet een the architects and the

Contractor ithin the limitations of time imposed in the contract. If the or s be delayed:

- (a) By force ma eure, or
- (b) By reasons of abnormally and bad eather
- (c) By reason of serious loss or damage by fire or
- (d) By reason of civil accommodation local combination of or men or strill e or loc out effecting any of the trades employed on the or or
- (e) By reason of delay on the part of contractor or trade men engaged by the oner in executing or snot forming part of the contract or
- (f) By reason of proceeding ta en threatened by or dispute ith ad oining or neighbouring o ners or public authorities arising other ise, than through the Contractor so in default, or
- (g) By reason of any other cause hich in the absolute discretion of O ner is beyond contractor s control then in any such case the o ner may ma e fair and reasonable extension after obtaining Architect s advice in the completion dates of individual items or groups of items of or for hich separate periods of completion are mentioned in the contractor or or s order as applicable.
- (h) Upon the happening of any such event causing delay, the contractor shall immediately give the notice thereof in riting to the architects ith a copy to Ban but shall nevertheless use constantly his best Endeavour to prevent or ma e good the delay and shall do all that may reasonably be re uired to the satisfaction of the Architect/Ban to proceed ith the or s Extension of time shall be granted.

#### 8.7 Defacement

If the contractor or his or people, or servants shall brea, deface, in ure, or destroy any part of a building, or interiors, then the contractor has to rectify the same part at his on expenses to the satisfaction of the Architect.

#### 8.8 Approval of Materials

The contractor ould bring samples of necessary materials as per the directions & ould get them approved prior to execution of or from Architect.

#### 9. LIQUIDATED DAMAGES FOR DELAY

The times and date stipulated in the contract for the completion of the or or any part or stage thereof shall be deemed to be the essence of the contract. The or shall, throughout the stipulated period of the contract, be carried out ith all diligence. If the contractor fails to complete the or ithin the time prescribed or ithin the extended time under the contract, he shall pay to the Ban on demand amount ithout pre udice to other rights and remedies the Ban may have against the contractor, 1% of contract price per week or part there of as li uidated damages for such fault, if the or remain unfinished after the stipulated date of completion provided that the total li uidated damages payable shall not exceed 10% of the accepted contract price. The Ban may, ithout pre udice to any other method of recovery, deduct the amount of such damages from any money due or hich become due to the contractor. The recovery or deduction of such damages shall not relieve the contractor from any obligations and liabilities under the contract.

#### 10. DEFECTS LIABILITY PERIOD

The contractor shall be responsible to male good and remedy at his on nexpense lithin such period as may be stipulated by the Ban language and develop or may be noticed before the expiry of 12 (to elve) calendar months from the date of completion and intimation of high has been sent to the contractor lithin seven days of the expiry of the said period. Total of 7% of the contract value shall be retained by the ban lupto to the completion of defect liability period. Incase the contractor fails to respond to the ban notification in sufficient time for repair (if/any) the above retention money shall be utilized by the ban for such repairs under intimation to the contractor.

#### 11. SECURITY DEPOSIT

- (a) The Ban ill, at the time of ma ing any payment to the contractor for or done or supply made under the contract deduct 7% of Gross value of each bill upto a total of 10% of contract value.
- (b) All compensations or other sums of money payable by the contractor to the Ban in terms of this contract may be deducted from, or paid by, the sale of a sufficient part of his security deposit, or from any sums hich may become due to the contractor by the Ban on any account hatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall ithin ten days. Thereafter ma e good in demand draft, endorsed in favour of the Ban as aforesaid any sum or sums hich may have been deducted from, or raised by sale of his security deposit or any part thereof.
- (c) The above said security deposit shall be liable to forfeiture holly or in part at the sole discretion of the Architect if the contractor fails to carry out the or or perform or observe any of the conditions of the contract.
- (d) No interest ould be payable by the Ban to the contractor on the security held in deposit.

#### 12. BILL PAYMENT

- (a Final bill supported ith consolidated measurement of the full or executed shall be submitted by the contractor ithin 07 days from the date of issue of certificate of virtual completion..
- (b) Final bill supported ith consolidated measurement of the full or executed shall be submitted by the contractor ithin 07 days from the date of issue of certificate of virtual completion.

- (c) Architect/Ban or his representative shall verify the re-uisite measurement for the purpose of having the same verified for the claim as far as admissible
- (d) All measurements to be ta en in duplicate and all bills shall be submitted in triplicate along ith a contractor s copy of each.

- (e) When the final bill has been verified and corrected, the architect ill give seven days notice to the contractor to countersign the bill in to en of acceptance, the contractor shall counter- sign the bill ithin the above seven days or intimate in riting his intention to dispute.
- (f) If the contractor fails to tale appropriate action as above lithin the period prescribed, the bill final ied by the architect or his representative shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

#### 13. CLAIM FOR INTEREST

No claim for interest ill be entertained by the Ban ith respect to any moneys or balances hich may be in its hands o ing to a dispute bet een itself and the contractor or ith respect of any delay on the part of the Ban in maing interim or final payments or other ise.

#### 14. RATES FOR EXTRA ADDITIONAL, ALTERED OR SUBSTITUTED WORK

The rates for additional, altered or substituted or shall be or ed out in accordance ith the follo ing provisions in their respective order.

- (a) If the rates for similar additional, altered or substituted or and directly available in the contract for the or , the contractor is bound to carry out the or at the same rates as are available in the contract for the or .
- (b) If the rates for additional, altered or substituted or are not directly available in the contract for the or the rates ill be derived from the rates for a similar class of or as are specified in the contract for the or.
- (c) If the rates for the altered, additional or substituted or cannot be determined in the manner specified in sub-clause (i) to (ii) above, then the contractor shall ithin three days of the date of receipt of order to carry out the or, inform the Architect of the rate hich it is intending to charge for such or s supported by analysis of the rate or rates claimed (CPWD analysis). Rates finali ed and approved by the Architect on the basis of these details ill be final and binding. Ho ever, the architect by notice in riting ill be at liberty to cancel his order to execute such or and arrange to carry it out in such a manner as he may deem advisable, but under no circumstances shall the contractor suspend the or once ordered in riting on the plea of non-settlement of rate.
- (d) In case of furniture items, the minor changes I modifications in the design shall not be considered as deviation, and no price ad ustment shall be made against the rates agreed to as per the Schedule of Quantities of the contract. For ma or change in the design of any item of the furniture, the deviation shall be priced by the Architects as Extra, as per above ho ever the decision of the Architects hether the charge / modification in the design of furniture items is minor or ma or, shall be final and binding on the contractor.

#### 14.1 REIMBURSEMENT OF VARIATION IN PRICE

Prices and rates uoted by the Tenderers shall be considered as firm for the complete or and entire duration of the contract. No claim for extra payment due to any rise in rates of ramaterial and labour or due to hatsoever reasons shall be considered, not even for extended period of completion.

#### 15. GUARANTEES

- 15.1 Quality of Work
- (a) The contractor shall guarantee that the materials and or manship are the best of their respective inds for the service intended and that all items of or ill be free from all inherent

- defects in or manship and materials. He shall also guarantee that the or s ill not fail in any respect due to uality of materials, or manship and methods of construction.
- (b) The specifications assume a proper degree of sill on the part of contractor and or men employed. The contractor shall consult the Architect or his representative, henever in his udgment variation in the methods of construction or in the uality of material ould be beneficial or necessary to fulfil the guarantee is called for. Such variations may be made by the contractor only hen authori ed by the architect.

#### 15.2 Rejection

If during the Period of Guarantee, any or or material shall fail in any respect to meet the above guarantee, the contractor shall replace such or or material in a condition hich ill meet the above guarantee, immediately.

#### 15.3 Cost of Execution of work or repair etc.

All or of repair shall be carried out by the contractor at his on expense if the necessity thereof shall in the opinion of the Architect be due to the use of materials or or manship not in accordance ith the contract or on account of neglect or failure on the part of the contractor to comply ith any obligation expressed or complied on the contractor's part under the contract.

15.4 Remedy on Contractor's failure to carry out the work required

If the contractor shall fail to do any such or as aforesaid re uired by the architect the Ban shall

be entitled to carry out such or from/through other person, at the contractor so n cost. The Ban

shall be entitled to recover from the contractor the cost thereof or may deduct the same from any
money due or that may be come due to the contractor.

#### 16. CERTIFICATE OF COMPLETION OF WORKS

On completion of the or , the Contractor shall be furnished ith a certificate, but no such certificate be given nor shall the or be considered to have been completed until the contractor shall have removed from the area of the premises (to be distinctly mar ed by the Architect) in the site plan hich, the or shall be executed) all scaffolding, surplus materials and rubbish and clean the dirt from all ood or , doors, indo s, alls, floors or other parts of any building, in or upon hich the or is to be executed, or of hich he may have had in possession for the purpose of the execution hereof. If the contractor shall fail to comply ith the re uirements of the clause as to the removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the or , the architect may at the expense of the contractor remove such scaffolding, surplus materials, and the contractor shall forth ith pay the amount of all expense so incurred, and shall have no claim in respect of any such scaffolding or surplus materials aforesaid, except for any sum actually reali ed by the sale thereof.

#### 17. TERMINATION OF THE CONTRACT

- (a) If at any time after the commencement of the or the Ban for any reason hatsoever does not re uire the hole or part thereof as specified in the tender to be carried out, the Ban shall have the right to terminate this Agreement and The PSB shall communicate the termination by giving a notice in riting to the contractor.
- (b) The contractor shall have no claim to any payment or compensation hatsoever on account of any profit or advantage, hich ould have derived from the execution of the or in full, but

hich he did not derive in conse uences the full amount of the or not having been carried out.

(c) The Contractor shall not have any claim or compensation by reason of any alterations having been made in the original specification, or the designs and instruction on hich shall involve any containment of the or originally contemplated. Ho ever, in case of part cancellation, the Contractor shall be paid such amount as is commensurate to the actual or done by him till such termination notice is received.

#### 18. JURISDICTION

The contractor and its operation shall be governed by the la of India for the time being in force, irrespective of the place of delivery of materials the place of execution of or or place of payment under this contract shall be deemed to have been entered into at Ne Delhi.

#### 19. BYE LAWS OF LOCAL AUTHORITIES

The contractor shall conform to the provisions of all applicable Government Acts hich relate to or s and to the regulations and bye Ia s of any local authorities. The Contractor shall give all such notices re uired by the said Act or La s, etc., and pay all fees payable to such authorities and allo for these contingencies in his tendered rates including fees for encroachment, stac ing charges, costs of restorations, etc., and all other fees payable to the local authorities. The Contractor shall eep the Ban indemnified against all penalties and liabilities for every breach of any such Act, Rules, Regulations or Bye-Ia s.

Further the Contractor shall specifically ensure compliance of various Labour La s/Acts including but not limited to ith the follo ing and their re-enactments/amendments/modifications hile dealing ith the employment of labour such as:

- i. The Payment of Wages Act, 1 36
- ii. The Minimum Wages Act, 1 3
- iii. The Wor men Compensation Act, 1 23
- iv. The Contract Labour (Regulations & Abolishing Act.
- v. The Ban s Liabilities Act, 1 3
- vi. Industrial Dispute Act, 1 3
- vii. Maternity Benefit Act, 1 61
- viii. The Employees State Insurance Act, 1 4

Safety code, labour elfare Act or rules or any modification thereof any other la s and regulations framed by the Competent Legislative Authorities from time to time.

### 20. LIASONING & CO- ORDINATION WITH LOCAL MUNICIPAL AUTHORITIES

The contractor has to liason and takes any clearance from local authorities Fire/Police or any other authorities for approval to start renovation and during renovation of work including Defect Liability Period if needed. Only statuary fees will be reimbursed by PSB

## SPECIAL CONDITIONS OF THE CONTRACT 1. INSURANCE FOR WORKS

- (a) The contractor at the time of signing the contract or before commencing the execution of or, ithout limiting his obligations and responsibilities shall insure the or s at his on cost and eep them insured until the virtual completion of the contract against all acts of God including Fire, Theft, Riots, War, Floods etc. ith a Nationali ed Insurance company in the oint names of the Ban and the contractor (the name of the former being placed first in the policy) for the full amount of the contract. Such policy shall cover the property of the Ban and fees for assessing the claim and in connection ith is services generally therein and shall not cover any property of the Contractor or of any sub contractor or employee.
- (b) The contractor shall deposit the policy and receipt for the premiums ith the Ban ithin seven (7) days, from the date of signing of the contract/commencement of the execution of the or or unless other ise instructed by the Ban. In default of the contractor insuring as provided above, the Ban on his behalf may so insure and may deduct the premiums paid from any moneys due on hich may become due to the contractor. The contractor shall as soon any claim under the policy is settled on the or reinstated by the Insurance office should elect to do so, proceed ith all due diligence ith, the completion of the or s in the same manner as through the misfortune/accident had not occurred and in all respects under the same conditions of the contract. The contractor in case of rebuilding or reimbursement after accident shall be entitled to such extension of time for completion, as the Ban deems fit.
- 2. INSURANCE IN RESPECT OF DAMAGE TO PERSONS AND PROPERTY
- (a) The contractor shall be responsible for all in ury to persons, animals or things and for all structural and decorative damage to property—hich may arise from the operation or neglect of himself or of any approved sub-contractors or employees,—hether such in ury or damage arise from carelessness, accident or any other cause—hatsoever in any—ay connected—ith the carrying out of this contract. The clause shall be held to include any damage to buildings,—hether immediately ad acent or other ise, and any damage to roads, streets, foot paths, bridges and—or s forming the sub-ect of this contract by frost or other inclemency of the—eather. The con-tractor shall indemnify the Ban—and hold him harmless damage to persons or property as afore-said and also respect of any claims made in respect of in ury or damage under any Acts of Government or other ise and also in respect of any a ard of compensation of damages conse uent upon such claims.
- (b) The contractor shall reinstate all damages of every sort mentioned in this clause, so as to deliver up the hole of the contract or s complete and perfect in every respect and so as toma e good or other ise satisfy all claims for damage to the property of third parties.
- (c) The contractor shall indemnify the Ban against all claims hich may be made against the Ban by any member of the public or other third party in respect of or sin conse uence thereof and shall at his on expense arrange to effect and maintain, until the virtual completion of the contract, ith any Nationali ed Insurance company in the oint name of the Ban and the contractor against such ris sand deposit such policy or policies ith the Ban from time to time during the currency of this contract. The contractor shall similarly indemnify the Ban against all claims hich may be made upon the Ban hether under the Wor man's Compensation Act or any other statute in force during the currency of this contract or at common la in respect of any

employee of the contractor or any sub-contractor and shall at his on expenses effect and maintain ith an approved office a policy of Insurance in the oint names of the Ban and the contractor against such ris s and deposit such policy of policies ith the Ban and the contractor against such ris s and deposit such policy or policies ith the Ban from time to time during the currency of the contract. The contractor shall be responsible for anything hich may be excluded from the insurance policies above referred to and also for all other damages to any property arising out of and incidental to the negligent or defective carrying out of this contract. He shall also indemnify the Ban in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any a ard of or compensation of damages arising there from.

- (d) The Ban shall be at liberty and is empo ered to deduct the amount of any damages, compensation costs, charges and expenses arising or occurring from or in respect of any such claim or damage from any sum or sums due to or become due to the contractor including the security deposit.
- (e) If the contractor fails to comply ith the terms of these conditions, the Ban may insure the or s and may deduct the amount of the premiums paid from any moneys that may be or be-come payable to the contractor or may at the option, not release running payment to the contractor until the contractor shall have complied ith the terms of this condition.
- (f) Such insurance hether affected by the Ban or the contractor ill not limit or bar the liability and obligation of the contractor to deliver the or s to the Ban completed in all respects ac- cording to the contract. In case of loss or damage due to any of the aforesaid clause, the moneys payable under any such insurance shall be received and retained by the Ban until the or s are finally completed and such moneys shall then be credited to the contractor in final settlement of accounts.
- (g) The or s shall be executed in close co-ordination ith the progress of other or . This being absence of the contract, no claim for idles labour ill be entertained.

#### 3. TYPOGRAPHIC OR CLERICAL ERRORS:

The Architect s'Engineer-in-Charge's clarifications regarding partially omitted particulars or typographical or clerical errors shall be final and binding on the Contractor.

- 4. Acceptance of tender:- On acceptance of tender, the Ban shall issue a Letter of Intent (LOI) and shall enter into an agreement ith 7 days from the issue of LOI. On the contrary, Ban has a right to cancel the order and forfeit the EMD.
- 5. Time shall be regarded as the essence of the contract. The or should be to en up immediately and completed ithin (as per terms and conditions attached) 21 (Twenty One) days (3 week) from the date of is- sue of or order.
- 6. Contractor ill be permitted to or normally during the regular or ing hours i.e. a.m. to 6.00 pm. If the Contractor is re uired to or at night in order to complete the or ithin the Time Schedule, the Contractor shall see ritten permission from the Ban for the same. Further, the contractor is liable provide and maintain at his on cost sufficient lights to enable the or to proceed satisfactorily ithout danger. Approaches to the site also shall be sufficiently lighted by the Contractor. No extra payments ill be made for night or . Prior intimation and approval should also be talen from Architect/Consultant.

Ho ever, no or shall be done on national holidays that may be notified by the Ban ithout the specific sanction in riting of the Ban.

- 7. Contractor to coordinate and assist the Architect in obtaining all Statutory approvals including MMC, CFO and any other State and Central rules in force. Any expenses incurred in obtaining such approvals are deemed included in the rates uoted by the Contractors.
- 8. Measurements of all concealed items: Measurements of all concealed items of or and extra item if any, shall be got recorded by the Ban s Architect / Engineer before they are chec ed up.
- Cleaning during the work: The rates uoted shall include cleaning of ceiling roses, electric s itches, boards, indo panes etc. after the repairing leaving the site neat and tidy from time to time.
- 10. The contractor shall note that they should bring to the notice of the Architect / Engineer any brea age in glass indo before starting or . Ho ever, if any glass indo is found to be bro en during the repairing or , the contractor at his o n cost shall replace the same.
- 11. Abandonment of work: If in any case the or re uired to be abandoned, the contractor shall not be entitled for any claims and he ill be paid as per the actual or done till that period.
- 12. For water proofing works on traces, bathroom, WC, Cha a, or has to be executed through the agency speciali ed in aterproofing. Contractor ill have to submit a guarantee of 10 years on stamp papers as per the format to be prescribed by the Ban .4
- 13. Records & measurements: Measurements shall be to en ointly by Ban s Architect / Engineer and contractor and shall ithout extra charges provide assistance ith appliance labor and other things necessary for the or and measurements ill be signed and dated by both the parties on completion of measurements.
- 14. Supervision: The contractor is re uired to have on site during all or ing hours a competent supervisor (acceptable to Ban ) ho ill be responsible for the conduct of or er and ho has authority to receive and act on such instructions issued by the Architect / Engineer of Ban .
- 15. Contractor shall follo all rules / regulations in force and should possess the license for employing labor and also follo all safety measures, labor by ela and shall be responsible for any lapse.
- 16. Safety: The contractor shall carry out the entire or in a or man li e manner having full regard for the safety of the men or ing at site. All safe practices as per CPWD norms shall be strictly adhered to by the or men of the contractor li e earing helmets, safety belts hen or ing at heights, gloves hen handling sharp objects and reinforcement, eye shields during elding, safety shoes, etc. The contractor shall protect sides of openings in floor slabs, edges of slabs, stairs, stair ells etc. ith barricades, arning signs/lights and educate all his or men regarding folloting safe or ing practices. He shall provide first aid boxes at site. In spite of folloting safe methods, in case of any unfortunate accident, the contractor shall indemnify the employer against any expenses or claims to ards treatment or compensation.
- 17. A Daily Diary Register: A daily diary register ( ith cement and steel stoc statement) ill be ept in the Engineer's Office or the site office. Details of or for the day proceeding and the diary ill be ritten up every day and ointly signed by the Engineer and the Contractor or their representatives in to en of its correctness thereof.
- 18. Site Visits: The Architect/Consultant /Ban shall visit the site from to time at their discretion, or hen expressly called upon to do so, to co-ordinate various activities and/or to anseer such ueries that may be posed at site on interior draings.
- 19. Certificate of virtual completion: As soon as the or is completed, the contractor shall inform in riting such completion to the Ban's Architect / Engineer ho ill inspect the or and if satisfied ill issue the certificate that the or has been virtually completed and the defects liability period shall commence from the date of such certificate.

- 20. When the or has been virtually completed and Ban s Architects / Engineer has certified in riting that the or has been completed on the basis of detailed measurements and has made a final scrutiny and that there is no dispute items, rates, ad uantities, the contractor shall be entitled to the payment of the final bill in accordance ith the final certificate hich ill be honoured ithin the period specified in the Appendix as period of honouring final certificate.
- 21. During the pendency of the contract, Ban reserves the right to cancel a part or hole of the or- der ithout assigning any reason, on 3 days notice ithout any cancellation charges.
- 22. Site must be cleaned and free from debris before payment of bills.
- 23. Any loss/damage sustained to the Ban due to any act or omission on the part of the contractor or his men ill have to be made good to the Ban by the contractor.

#### 24. Force Majeure

The contractor shall not be liable for forfeiture of its performance security, li uidated damages or termination for default, if and to the extent that delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Ma eure. For purposes of this Clause, Force Ma eure means an event beyond the control of the contractor and not involving the contractor s fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of god or of public enemy, acts of Government of India in their sovereign capacity, acts of ar, acts of Pun ab & Sind Ban either in fires, floods, stri es, loc -outs and freight embargoes.

If a Force Ma eure situation arises, the contractor shall promptly notify Pun ab & Sind Ban in riting of such conditions and the cause thereof ithin twenty calendar days. Unless other ise directed by Pun ab & Sind Ban in riting, the contractor shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall see all reasonable alternative means for performance not prevented by the Force Ma eure event.

In such a case, the time for performance shall be extended by a period not less than the duration of delay. If the duration of delay continues beyond a period of three months Pun ab & Sind Ban and the contractor shall hold consultations ith each other in an endeavour to find a solution to the problem not ithstanding the above the decision of Pun ab & Sind Ban shall be final and binding on the service provider.

#### 25. Resolution of dispute

Pun ab & Sind Ban and the contractor shall male every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising bet een them under or in connection ith the contract. If after 45 days from the commencement of such informal negotiations, Pun ab & Sind Ban and the contractor is unable to resolve amicably a contract dispute either party may re uire that the dispute be referred for resolution by formal arbitration.

All disputes, differences, claims and uestions hatsoever arising from this Agreement bet een the parties and/or their respective representatives touching these presents or any clause or thing contained therein or other ise in any manner relating to or arising from these presents shall be referred to the sole arbitration of a person appointed by the MD of the ban .

Any party desirous of ma ing a reference to the Arbitrator shall give fifteen days Registered Ac no ledgement Due notice of his intention to do so to the other party at his usual place of business or residence or of the place of their last notified address and the notice shall be deemed to have been served hen it ould ordinarily have been sent by post. The notice sent by the arbitrator to the parties by Registered Post at the addresses mentioned in the Agreement ill be considered sufficient service on the parties hether such notice is received by them or not is refused, or is returned undelivered.

#### TENDER FORM

The onal Manager
Pun ab & Sind Ban onal Gurgaon,
Institutional Plot No151, Sec-44, Gurgaon122003

Dear Sir,

Name:-

Having visited the site and examined the conditions of contract, Specifications and Schedule of Quantities for the above named or s, I/We offer to underta e and complete the hole of the sub ect or in conformity ith the said conditions of Contract, Specifications and Schedule of Quantities for the sum stated in Schedule of Quantities of this Tender Document or such other sum as may be ascertained in accordance ith the said conditions of contract.

I/We underta e to complete and deliver the hole of the or comprised in the contract ithin 45 (forty five) days. We have independently considered the amount of Ii uidated damages, Contractors All Ris (CAR) insurance policy and Fire Insurance. The Contractors All Ris (CAR) and Fire insurance policy shall be obtained for the tender value in the oint names of Pun ab & Sind Ban and Contractor from an approved Insurance Company for a Suitable period and the policy ill be deposited ith of Pun ab & Sind Ban. Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and conditions of the said contract annexed here to so far as they are applicable or in case of default ill pay to ban the amount mentioned in the said conditions. I/We agree to abide by this Tender till the Period of completion from the date fixed for receiving the same or agreed extended period and it shall re- main binding upon us and may be accepted at any time before the expiry of the period. Unless and until a formal Agreement is prepared and executed, this tender together ith your ritten acceptance thereof shall constitute a binding contract bet een us. I/We understand that if our tender is accepted, I/We are to be ointly and severally responsible for the due performance of the Contract.

<ol><li>I/We deposited a sum of</li></ol>		As
earnest money in the form of	of Demand draft bearing no	dated
of	dra ninfav	our of Punjab &
not to bear any interest. Should I udicial stamp paper) hen calle	on, Institutional Plot No.151, Sec-44, Gurga /We fail to execute the contract (as per ban ed upon to do so, the EMD may be forfeit to you are not bound to ac-cept the lo est	s Performa in non ed by of Punjab &
3. Our Ban ers are:-		
4. The name of our firm partners a	re:-	
BIDDER:-	WITNESS:	
Seal & Signature:-	Signature:-	

Name:-

#### **DEED OF INDEMNITY**

This	Deed	of	Indemnity	executed	at	Delhi on	the_		_day	of_		by
						(herein	after	referred	to	as	the	Obligor
hich	expres	sion	shall unless	it be repuç	gnan	t to the con	text,	sub ect o	r me	aning	therec	of, shall be
deem	ed to me	ean a	nd include su	uccessors ai	nd pe	ermitted assi	gns)					

IN FAVOUR OF PUNJAB & SIND BANK, a body Corporate constituted under the Ban ing Companies (Ac uisition and Transfer of Underta ing) Act of 1 0 having its Head Office at 21, Ra endra Place, Ne Delhi - 11000 (hereinafter referred to as Pun ab & Sind Ban hich expression shall, unless it be repugnant to the sub ect or context or meaning thereof, be deemed to mean and include its successors and assigns)

WHEREAS Pun ab & Sind Ban vide its Tender No ----- dated (Tender) had invited Bids from the eligible Bidders for Interior & Furnishing or at Jamalpur Gurgaon.
WHEREAS

- 1) The Obligor has
  - a) offered to Pun ab & Sind Ban the service(s) as stated under Scope of Wor of Tender
  - b) represented and arranted that it has all permissions, consents, approvals and license from all authorities, both regulatory / statutory and non-regulatory, for executing the services as stated in the Contract dated /Tender
  - c) represented and arranted that the aforesaid services offered to Pun ab & Sind Ban do not violate any provisions of the applicable la s, regulations or guidelines. In case there is any violation of any la , rules or regulation, hich is capable of being remedied the same ill be got remedied immediately during the implementation, maintenance and contract period to the satisfaction of Pun ab & Sind Ban
  - d) represented and arranted that they are authori ed and legally eligible and other ise entitled and competent to enter into such Contract ith Pun ab & Sind Ban
- 2) Pun ab & Sind Ban, relying and based on the aforesaid representations and arranties of the Obligor, has agreed to avail the services from the Obligor on the terms and conditions contained in itsContract dated (the Contract) ith the Obligor
- 3) One of the conditions of the aforesaid Contract/Tender is that the Obligor is re uired to furnish an indemnity in favour of Pun ab & Sind Ban indemnifying the latter against any loss, damages or claims arising out of any violations of the applicable la s, regulations, guidelines during the execution and rendering/delivery of service(s) to Pun ab & Sind Ban and/or due to breach of terms and conditions of the Contract by the Obligor and/or on account of misconduct, omission or negligence or other ise by the Obligor.
- 4) In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of Pun ab & Sind Ban as hereinafter appearing

#### NOW THIS DEED WITNESSETH AS UNDER: -

The ords and expressions not specifically defined shall have the same meanings as are respectively assigned to them in the Tender/the Contract.

In consideration of Pun ab & Sind Ban having agreed to a ard the Contract to the Obligor, the Obligor hereby unconditionally, absolutely and irrevocably agree and underta e that: -

1) the Obligor shall, at all times hereinafter, save and eep harmless and indemnified Pun ab

Sind Ban, including its respective directors, officers, employees, agents and representatives and eep them indemnified from and against any claim, costs, charges, damages, demand, losses, liabilities or expenses of any nature and ind hatsoever and by homsoever made in respect of the Contract and any loss or damage caused from and against all suits and other actions that may be instituted to en or preferred against Pun ab & Sind Ban by homsoever and all losses, damages, costs, charges and expenses that Pun ab & Sind Ban may incur by reason of any claim made by any claimant for any reason hatsoever or by anybody claiming under them or other ise for any losses, damages or claims arising out of all inds of accidents, destruction, deliberate or other ise, direct or indirect, from those arising out of violation of applicable la s and also from the environmental damages, if any, hich may occur or result from the terms of the Contract.

- 2) The Obligor further agrees and underta es that the Obligor shall, ensure that all the permissions, authori ations, consents and licenses are obtained and rene ed from the local and/or municipal and/or governmental authorities, as may be re uired under the applicable la s, rules, regulations, guidelines, orders framed or issued by any appropriate authorities.
- 3) If any additional approval, consent or permission is re uired by the Obligor to execute and perform the Contract during the currency of the Contract, it shall procure the same and/or comply ith the conditions stipulated by the concerned authorities ithout any delay.
- 4) The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Contract or other agreement, or the insolvency, ban ruptcy, reorgani ation, dissolution, li uidation or change in o nership of Pun ab & Sind Ban or Obligor or any other circumstance hatsoever hich might other ise constitute a discharge or defence of an indemnifier.
- 5) The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing hich, ould reduce, release or pre udice the Obligor from any of the indemnified obligations under this indemnity or pre udice or diminish the indemnified obligations in hole or in part, including in la , e uity or contract ( hether or not no n to it or to Pun ab & Sind Ban ).
- 6) This indemnity shall survive the Contract.
- 7) Any notice, re uest or other communication to be given or made under this indemnity shall be in riting addressed to either party at the address stated in the Contract and/or as stated above

- This indemnity and other non-contractual obligations arising out of this indemnity, shall be governed by, and construed in accordance ith, the lass of India. The Obligor irrevocably and unconditionally agrees that any legal action, suit or proceedings arising out of or relating to this indemnity may be brought in the Courts/Tribunals at Delhi. Final udgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be end in any other urisdiction, by suit on the udgment, a certified copy of hich shall be conclusive evidence of the udgment, or in any other manner provided by Ia. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive urisdiction of such Court/Tribunal in any such action, suit or proceeding.
- ) Pun ab & Sind Ban may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity-ty, except ith the prior ritten consent of Pun ab & Sind Ban .

IN WITNESS WHEREOF the Obligor has signed these presents on the day, month and year first above ritten.

Signed, sealed and delivered by the said service provider,	to
(Name of theBan)	

#### AGREEMENT FORMAT

This agreement made theday of the month ofin the year 2017 BE-
TWEEN, (Name of the Ban ) a body Corporate constituted and functioning under the
Ban ing Companies (Ac uisition and Transfer of underta ing Act) 1 70 ith its Head Office at
. , represented by its duly
constituted attorney Sri, (name and designation), hereinafter referred to as
"BANK", hich expression shall unless exclude by or repugnant to the context mean and include its
successors in interest and assignees, on the one part and
(Name of the Contractor), a company registered under Companies Act, 1 56/ a firm registered un-
der Partnership Act 1 32 having its registeredoffice at represented by its(director)
Srihereinafter referred to as the SERVICE PROVIDER on theother part
WHEREAS the Ban having agreed to engage the contractor for execution of Interior &
renovation or s at Jamalpur, Gurgaon as per the specifica- tions/re uirements and the terms and
conditions finalied bet een the contractor and the Ban,
,
NOW THIS AGREEMENT WITNESSETH as follo s:
1. In this agreement ords and expression shall have the same meanings as are respectively as-
signed to them in the conditions of contract hereinafter referred to.
2. The follo ing documents not inconsistent ith these presents shall be deemed to form and
be read and construed as part of this agreement vi
i.1 The tender document ith all Annexures and Commercial Bids
i.2 The Tender, Letter of Acceptance, Letters from & to the Service provider, if any, leading to
and prior to acceptance letter.
i.3 Scope of or , Term and Conditions of the Tender.
i.4 Minutes of pre-bid meeting, if any.
i.5 The details submitted in technical bid and such other documents.
In consideration of the payments to be made by the Ban to the contractor, the contractor hereby
covenants and agrees ith the Ban to render the service in conformity ith and subject to all terms
and conditions/rules as mentioned in the General Conditions as also in the aforesaid documents
hich shall form part of this agreement.
In itness hereof the parties hereto have here unto set their respective hands and seals the day and
•
year first above ritten.
Signed, sealed and delivered by the said service provider,to
(Name of the Ban )in the presence of:
(Name of the Bail )mit the presence of.
Signature of Bidder( ith seal)
Signature of Authori ed representative of the Ban / Accepting Authority.
Witness (Signature, Name & Address):
1).
· <i>y</i> ·

2).

#### UNDERTAKING FOR INTEGRITY PACT

The onal Manager
Pun ab & Sind Ban
one Gurgaon.
Institutional Plot No.-151,
Sec-44, Gurgaon.

Dear Sir.

#### **INTEGRITY PACT**

**Subject: Submission of Tender for the work.....** 

I/We ac no ledge that Pun ab & Sind Ban is committed to follo the principle of transparency e uity and competitiveness as enumerated in the Integrity Agreement enclosed ith the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We ill sign the enclosed integrity Agreement, hich is an integral part of tender documents, fail-ing hich I/We ill stand dis ualified from the tendering process. I/We ac no ledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance ith the Integrity Agreement in letter and spirit and fur-ther agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, hich ill come into existence hen tender/bid is finally accepted by Pun ab & Sind Ban . I/We ac no ledge and accept the duration of the Integrity Agreement, hich shall be in the line ith Article 6 of the enclosed Integrity Agreement.

I/We ac no ledge that in the event of my/our failure to sign and accept the Integrity Agreement, hile submitting the tender/bid, Pun ab & Sind Ban shall have un ualified, absolute and unfettered right to dis ualify the tenderer/bidder and relect the tender/bid is accordance ith terms and conditions of the tender/bid.

Yours faithfully

(Duly authori ed signatory of the Bidder)

To be signed by the bidder and same signatory competent / authori ed to sign the relevant contract on behalf of Pun ab & Sind Ban .

(2) If the Principal obtains information on the conduct of any of its employees hich is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal ill inform the Chief Vigilance Officer and in addition can initiate disciplinary actions

#### Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- (1) The Bidder(s)/ Contractor(s) commit themselves to tale all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the folloring principles during participation in the tender process and during the contract execution.
- a. The Bidder(s)/ Contractor(s) ill not, directly or through any other person or firm, of- fer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit hich he / she is not legally enti- tled to, in order to obtain in exchange any advantage of an ind hatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/ Contractor(s) ill not enter ith other Bidders into any undisclosed agreement or understanding, hether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- c. The Bidder(s)/ Contractor(s) ill not commit any offence under the relevant IPC/PC Act further the Bidder(s)/ Contractor(s) ill not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document pro- vided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including infor- mation contained or transmitted elec- tronically.
- d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bid-der(s)/Contractor(s). Further, as mentioned in the Guide-lines all the payments made to the Indian agent/representative have to be in Indian Ru-pees only.
- e. The Bidder(s)/ Contractor(s) ill, hen presenting their bid, disclose any and all pay- ments made, is committed to or intends to mage to agents, brogers or any other inter- mediaries in connection ith the anard of the contract.
- f. Bidder(s) /Contractor(s) ho have signed the Integrity Pact shall not approach the Courts hile representing the matter to IEMs and shall ait for their deci- sion in the matter.
- (2) The Bidder(s)/ Contractor(s) ill not instigate third persons to commit offences out-lined above or be an accessory to such offences.

Section 3 - Dis ualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before a ard or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credi-bility in uestion, the Principal is entitled to dis ualify the Bidder(s)/Contractor(s) from the tender process or

ta e action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages

- (1) If the Principal has dis ualified the Bidder(s) from the tender process prior to the a ard ac-cording to Section 3, the Principal is entitled to demand and recover the damages e uivalent to Ear- nest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recov- er from the Contractor Ii uidated damages of the Contract value or the amount e uivalent to Per- formance Ban Guarantee.

#### Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years ith any other Company in any country conforming to the anti-corruption approach or ith any Public Sector Enterprise in India that could ustify his exclusion from the tender process.
- (2) If the Bidder ma es incorrect statement on this sub ect, he can be dis ualified from the tender process or action can be ta en as per the procedure mentioned in "Guidelines on Banning of busi- ness dealings".

#### Section 6 - E ual treatment of all Bidders I Contractors I Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall tale the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal ill enter into agreements ith identical conditions as this one ith all Bid- ders and Contractors.
- (3) The Principal ill dis ualify from the tender process all bidders ho do not sign this Pact or violate its provisions.

#### Section 7 - Criminal charges against violating Bidder(s) I Contractor(s) I Subcontractor(s)

If the Principal obtains no ledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor hich constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal ill inform the same to the Chief Vigilance Officer.

#### Section - Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The tas of the Monitor is to revie inde-pendently and objectively, hether and to hat extent the parties comply ith the obligations under this agreement.

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor ould have access to all Contract documents, henever rejuired. It ill be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the MD
- & CEO of Pun ab & Sind Ban .
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access ithout re-striction to all Pro ect documentation of the Principal including that provided by the Con-tractor. The Con-tractor ill also grant the Monitor, upon his/her re uest and demonstration of a valid interest, unre-stricted and unconditional access to their pro ect documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) ith confidentiality. The Monitor has also sighed declarations on Non- Disclosure of Confidential Information and of Absence of Conflict of Interest. In case of any conflict of interest arising at a later date, the IEM shall inform MD & CEO of Pun ab & Sind Ban and recuse himself / herself from that case.
- (5) The Principal ill provide to the Monitor sufficient information about all meetings among the parties related to the Pro ect provided such meetings could have an impact on the con- tractual relations bet een the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she ill so inform the Management of the Principal and re uest the Management to discontinue or tale corrective action, or to tale other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor ill submit a ritten report to the MD & CEO of Pun ab & Sind Ban , ithin to 10 ee s from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- ( ) If the Monitor has reported to the MD & CEO of Pun ab & Sind Ban , a substantiated suspicion of an offence under relevant IPC/ PC Act, and the MD & CEO of Pun ab & Sind Ban has not, ithin the reasonable time to en visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigi- lance Commissioner.
- ( ) The ord Monitor ould include both singular and plural

Section - Pact Duration

This Pact begins hen both parties have legally signed it. It expires for the Contractor 12 months after

the last payment under the contract, and for all other Bidders 6 months after the contract has been a arded. Any violation of the same ould entail dis ualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by MD & CEO of Pun ab & Sind Ban .

#### Section 10 - Other provisions

- (1) This agreement is subject to Indian La . Place of performance and urisdiction is the Registered Office of the Principal, i.e. Ne Delhi.
- (2) Changes and supplements as ell as termination notices need to be made in riting. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties ill strive to come to an agreement to their original intentions.
- (5) Issues li e Warranty / Guarantee etc. shall be outside the purvie of IEMs.
- (6) In the event of any contradiction bet een the Integrity Pact and its Annexure, the Clause in the Integrity Pact ill prevail.

(For & On behalf of the Principal)	(For & On behalf of Bidder / Contrac-tor)
(Office Seal)	(Office Seal) Place
Date	
Witness 1:	
(Name & Address)	
Witness 2:	
(Name & Address)	

#### ANNEXURE A

SNo.	Information regarding	Details to be furnished by the Bidder
1)	Name & Address of the firm	
2)	PAN No.	
3)	Type of organi ation & year of Incorporation.	
4)	Correspondence address ith contact person, name, telephone number, mobile number, E-mail etc.	
5)	Name & details of Directors/Partners/ Proprietor	
6)	Company Profile ith year of establishment	
7)	Income Tax No.	
)	Names of the Ban ers ith address	1. 2. 3.
)	Turnover of the company. Please provide the details for the last 3 years ending March 31, 2021. (Certified copies of audited/self attested Balance financial year Sheet and profit & loss account statement to be enclosed) (in Lacs) (in INR	2020-2021-Rs. 201 -2020-Rs 201 -201 -Rs.
10)	Details of the or executed by the firm during last 5 Financial years (only those or s to be mentioned that ualify the pre ualification criteria). Copies of Satisfactory or certificate obtained from employers to be enclosed.	

I/We confirm that to the best of our knowledge this information is authentic and accept that any deliberate concealment will amount to disqualification at any stage.

Date: Place:

## ANNEXURE B

## SERVICE PROVIDER'S PROFILE

SNo.	Information regarding	Details to be furnished by the Bidder
1.	Name & Address of the firm	
2.	PAN No.	
3.	Type of organi ation & year of Incorporation.	
4.	Correspondence address ith contact person, name, telephone number, mobile number, E-mail etc.	
5.	Name & details of Directors/Partners/ Proprietor	
6.	Company Profile ith year of establishment	
7.	Details of offices	
	Whether registered ith Registrar of Companies, if so, number & date	
	Registration ith tax authorities ( ith copies of 3 years IT Returns)	201 -201 -Rs 201 -2020-Rs 2020-2021-Rs
10.	Income Tax No.	•
11.	GST No	
12.	Names of the Ban ers ith address	1. 2. 3.
13	Turnover of the company. Please provide the details for the last 3 years ending March 31, 2021. (Certified copies of audited/self attested financial year Balance Sheet and profit & loss account statement to be enclosed	
14.	Details of the or executed by the firm during last 5 Financial years (only those or s to be mentioned that ualify the pre ualification criteria). Copies of Satisfactory or certificate obtained from employers to be enclosed.	Annexure C to be filled up.

## ANNEXURE C

#### LIST OF CONTRACTS EXECUTED DURING LAST 5 YEARS

S.No.	Name and address of client/employer client/ employer	Supervising Authority under whom the work was carried out ( Name and Designation	Contract Period	Contract Value ( In Rs Lacs)	Copy of work order and Performance certificate enclosed	Remark s

# ANNEXURE D PAST PERFORMANCE

Names along  $\,$  ith address and telephone numbers of  $\,$  to organi ation for  $\,$  hom  $\,$  or  $\,$  done in the past and  $\,$  ho are in a position to certify the past performance of your firm

Sr.No	Name of the employer	Address	Telephone Num- ber/Mobile	Fax/E-mail

## ANNEXURE E

## ORGANIZATIONAL SET UP AND TRAINED MAN POWER AVAILABLE

Sr.No.	Name	Employee Code	Qualification	Experience	Wors done	Employed ith your firm since	Any other in- formation

#### ANNEXURE F

Details of litigation / arbitration cases resulting from the contracts executed by your firm in the past or currently under execution

Year	A ard for/Against Applicant	Name of Client	Cause of Liti- gation	Disputed Amount	Actual A ard Amount

## ANNEXURE G LIST OF EQUIPMENTS & MACHINERIES

SNo.	Name of E uipment	Description

#### **DECLARATION**

- 1. All the above information furnished by me /us here above is correct to the best of my no ledge and belief.
- 2. I/ e have no objection if en uiries are made about the or listed by me /us as above/in the annexures.
- 3. I/ e agree that the decision of Pun ab & Sind Ban in selection of the Service providers ill be final and binding on me/us.
- 4. I/ e have read the instructions appended to the pro forma and I/ e understand that if any false information is detected at a later date, the empanelment/a ard of contract shall be cancelled at the discretion of the ban.

Place:	Signature of the Bidder:
Date:	Name and Designation:
	Seal of the firm:

SPECIFICATIONS/BRAND NAMES of materials and finished approved by the Architect/Employer are listed belo: Ho ever e uivalent materials and finished of any other specialited firms may be used, In case it is established that the brands specified belo are not available in the mar et are subject to the approval of the alternative brand by the Architect.

	ITEM	DESCRIPTION
1.	REINFORCEMENT STEEL	Tata, Sail, Jindal, Rathi
2.	AAC BLOCK	Bilt
3.	CEMENT	ordinary Portland cement 43 grade manufactured by Acc/Binani/Jaypee/ Ultra Tech/Ambu a Po olona cement shall not be used.
4.	POLYSULPHIDE SEALANT	Pidiseal by M/S Pidlite INDUS- TRIES Ltd., Fosroc, Shalimar
5.	WATER PROOFING COMPOUND	Cico, Fosroc, Dr Fixit,
6.	SHUTTERING PLYWOOD	Indian Green Century.
7.	TOUGHENED GLASS	Trutuf or e uivalent
	GLASS/LACQUERED GLASS	Modi Float. St. Gobain., Ashai
-	WIRED GLASS	6 mm th . Wired glass manufactured by Hindustan Safety Glass Wor s Ltd. Calcutta, Or Vallabh Glass Wor s Gu rat./HARYANA SHEET GLASS.
10.	WHITE CEMENT	J.K. White Cement , Birla White Cement
11.	DISTEMPER, PAINT	Enamel, Plastic Emulsion manufactured by Paint and Primer Berger Paints, Asian Paints, Nerolac Shalimar Paint, ICI.
12.	PLASTER OF PARIS	Shriram, Sa arni, Birla, J.K
13.	PUTTY	Asian Paints, JK, Birla
14.	EXPANSION BOLTS FOR FIXING	Dash Fasteners of appropriate si e by HILTI OR M/S. Dev Ashish Trades
15.	WINDOW HARDWARE	Hettich, Kaff, Ebco or Approved by Architect.
16.	CERAMIC TILES	Johnson, Somany, Ka aria ,
17.	VINYL FLOOR	Armstrong/ Ri vin, Wonder Floor.
1.	VITRIFIED TILES	Johnson, Somany, Ka aria

1.	GLA ED TILES	Johnson, Somany, Kaaria,	
20.	SPECIAL CERAMIC TILES	Saras ati Ceramics, other ap-	
		proved pottery in Delhi/Khur a or	
		approved by architect	
21.	HINGES AND DRAWER SLIDE	Kaff, Hettich, o one ( telescopic	
		channel for dra er and ey board	
		and slide -on hinges for ooden	
		cabinet shutters)	
22.	LOCKS, HANDLES	Godre , Dorset, Dorma, Aspa, or	
		Approved by Architect	
23.	DOOR CLOSERS, FLOOR SPRING AND	Dorma, Dorset, O one,	
	HARDWARE FITTING		
24.	ALUM, TOWER BOLTS, HARDWARE	Ebco, Everite, Sigma or E . Ap-	
	FITTING	proved By	
		Architect.	
25.	MS SCREW	Nettle Fold, Crab	
26.	M.S. PIPES (RAILING)	Jindal or Pra ash.	
27.	FLUSH DOORS	Duro, Century, Greenply, Archid	
2	VENEER	Duro, Century, Green	
2 .	LAMINATE	Archid, Greenlam, Century	
	DECORATIVE LAMINATE		
30.	PLYWOOD, BLOCK BOARD,	Duro, Century, Green, Archid.	
31.	STRUCTURAL STEEL	Sail, Tisco, Jindal.	
32.	TEXTURE TILES FOR FALSE	Armstrong, Everest Industries Ltd.	
	CEILINGS / FIBER CEMENT BOARD	To Mand First Olars of OD an	
33.	WOOD	Tea Wood First Class of CP or Burma	
34.	M.S. ALUMINIUM LINEAL CEILING	Interarch, Vista.	
35.	VENETIAL BLINDS	Trac, Vista, Mac.	
		, ,	
36.	GYPBOARD CEILING	Gypsum India, Lafaar ., St. Gobain	
37.	HEAT REFLECTIVE FILM	Gar are, 3M,	
3	ADHESIVE	Fevicol SH, Century,	
3	ADRESIVE	Vemicol, Jivan or	
3.	TILE ADHESIVE	Unitile, Roff Chemicals, Ka aria.	
40	MIRROR	Atul, Jolly, Modi Guard	
41.	G.I.PIPE AND FITTINGS	Tata, Jindal, Appolo, Uni,	
42.	CENTRIFUGALLY CAST (SPUN) IRON	,	
	SOIL WASTE & VENT PIPE & FITTINGS	C.I.A.L. (Durgapur)	
43.	WOOD PRESERVATIVE	Wood Guard or Approved EQ/ICI.	
44.	ALUMINIUM COMPOSITE SHEET	Alucobond, Alstone, Eurobond.	
45.	ALUMINIUM SECTIONS	Jindal, Indal, Hindalco.	
46.	C.I./R.W.P.	Neco, RIF, IIS OR EQ.	
47	C.P BRASS FITTING	Jaguar, Par o ,Parry are	
L	1	<u> </u>	

4 .	SANITARY WARE	Hind are, Parry are, Jaguar, Hindustan Sanitary Ware,		
4.	STAINLESS STEEL SINK	Diamond , Nirali, Jayna, Nil anth,		
50.	SANITARY FITTINGS VISIBLE	Jaguar, Grohe OR E uivalent ISI Ma e		
51.	PVC,U.P.V.C PIPE	Supreme, Prince, Astral, Fi- nolex or E uivalent ISI Ma e		
52.	CI BRASS LA PIPES	Electro Steel, Kesoram or approved		
53.	STONE WARE PIPES	Bhas ar, Anand, ISI mar ed of approved uality		
54.	R.C.CPIPES	ISI mar ed of approved uality		
55.	LOFT TANK	Syntax, Uniplas, Ploycom		
56.	CI PIPES & WORK	Neco, RIF,SIF,BIS OR E uivalent ISI Ma e		
57.	Anti termite	Thiddan (35 E.C.), Dursban 20 TC, Trishul		
5.	GATE VALVES	Leader, oloto		
5.	PLASTIC W.C SEAT COVER	Commander, Diplomant		
60.	GUN METAL VALVE(FULL WAY CHECK & GLEBE Valves)	Leasde, Sant, oloto		
61.	C.I VALVE (FULL WAY CHECK & GLEBE VALVES	Kirlos ar, Leader, oloto		
62.	CPVC	Prince, Astral, Finolex, Supreme,		
63.	READY MIX CONCRETE	Acc, Ultratech, Rmc India ,Lafarge		
64.	ACRYLICSOILDSURFACETHERMOFORMED	Dupont,LG, Avonite		
65.	CHAIRS/SOFA	Godre ,Methodex,Featherlite		

Signature of the Tenderer/s With the Seal of the Company

Date:
Place:

## LIST OF APPROVED MANUFACTURERS FOR DIFFERENT MATERIALS TO BE USED IN THIS PROJECT

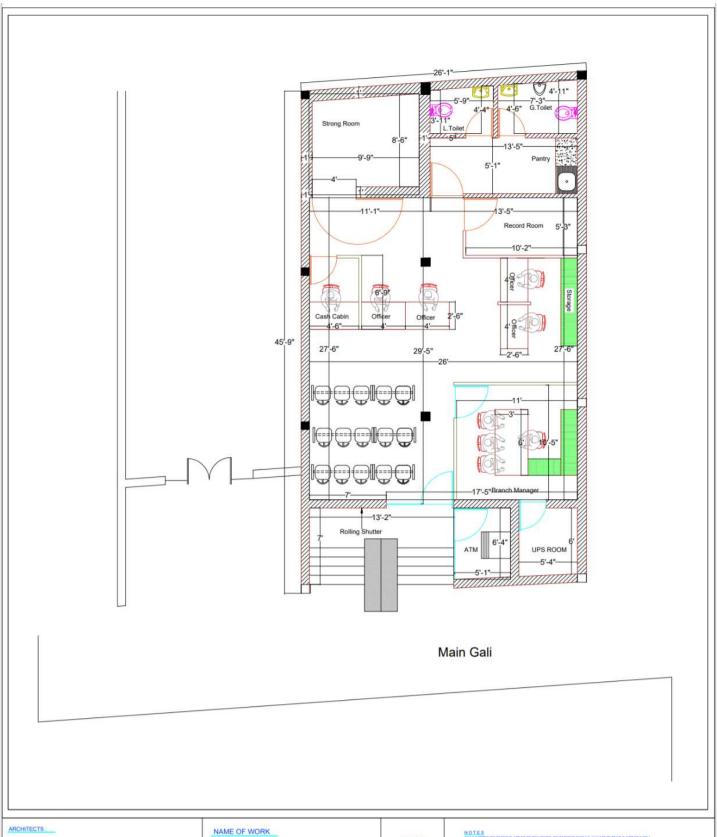
## (All materials shall be ISI mar)

	ITEM	DECODIDATION
S.	IIEM	DESCRIPTION
NO.	MEDIUM VOLTAG	
1	MEDIUM VOLTAG SWITCHGEAR	
		Ochorsidan / Lamand/ Cianaga L 9 T Hayran
а	MOULDED CASE CIRCUIT	, , , , , , , , , , , , , , , , , , , ,
<b>I</b>	BREAKER	Havells (MCCB)
b	SWITCH FUSE UNIT	Havells/ L & T/ EE/ Crompton / H Helcon
С	HRC FUSE	Havells/ L & T/ EE/ H Helcon
d	CHANGE OVER SWITCH	Havells/ L & T or approved e uivalent
2	VRF/VRV AC System	Carrier /Mitsubishi Electric/ Dai in/O
		General/Blue Star
3	CENTRIFUGAL FANS	Kruger/Nicotra/ Green hec /Air Flo
4	INLINE FANS	Kruger/Nicotra/ Green hec /Air Flo
5	G.I. Sheets	Sail/ Tata/Jindal
6	FACTOR FABRICATED	Rolastar/ eco/Ductofab
	DUCTING	
7	WELDING ROADS	Advani/L&T
	DUCT SUPPORTS	Hilti/ alraven/gripple
	ANCHOR/ FASTENER	Hilti/Fisher/Sterling
10	ALUMINIUM TAPE	Johnson/Birla 3M
11	GRILLS/DIFFUSERS/FIRE DAMPERS	Glenstorms/Systemair/Rus intitus
	/ LOUVERS/EXHUST VALVE	
12	INSULATION/ACOUSTIC LINING	Armacell / Urobatex /vidoflex
	FOR DUCTING	
13	INSULATION FOR	Armacell / Urobatex /vidoflex
	REFRIGERENT FOR PIPE	
14	COPPER REFRIGENT PIPE	Ra co/Mandev/Mahflo
15	UPVC DRAIN PIPE	Supreme/Astrals/Finolex
16	CANVAS CONNECTION	Mapro/Glenstorms/Astar
17	PROPELLER TYPE EXHUST FAN	Kruger/ havells/ Marathan/Orient/Usha/Ba a
1	MCB/ELCB/DBS/MCCB	Schneider / Legrand/ Siemens, ,L&T Haggar,
		Havells
1	ACB	Schneider (MG-NS Series)/ Siemens (3 WT)/
		L&T (D-sine)
21	MV CONTRACTORS/TIMER/	L&T/ Siemens/Legrand
	STARTERS	
22	PROTECTIVE RELAYS	L&T/ Siemens,Alstom,ABB
23	ALL METERS	Enercon/Neptune/ Siemens

24	AMMETER/VOLTMETER	A.E/ Indotech or approved e uivalent		
25	INDICATION LAMPS/PUSH	• •		
	BUTTON			
26	CAPACITOR	L&T/ Siemens/ Neptune		
27	TERMINAL BLOCKS	Elmex/Wago/Connect-Well		
2	CURRENT TRANSFORMER	AEP/ Kappa/ Inditech		
2	SELECTOR SWITCH	Kaycee/L&T/BCH/Areva/ABB		
30	BUSBAR	Jindal/ Indalco/ Century		
31	LT CABLES/CONTROL CABLE	S yton/ Finolex/polycab/Gloster all FRLS		
32	SWITCH SOCKET/METAL CLAD	Legrand, Anchor Roma, Havells as approved by		
	SOCKET	Architect		
33	CABLE TRAY	Pilco/ Needo, Slotco, Venus, EraOntrol Syatem		
34	HUNGS	Do els or approved e uivalent		
35	CONNECTORS	ELMEC/Delcity/Wayte		
36	CABLE GLAND	Strip ell/ Commet/		
		Siemens, Gromet, Po er Engg.		
37	MV PANEL (TTA)	Siemens Cpan/ ABB R2K/ Schneider Bloc set		
3	GI CONDUIT	BEC/ AKG/ Steel Craft		
3	MOTORS	Siemens/ ABB/ Crompton		
40	PVC PIPE	Finolex/ Prince/ Supreme		
41	ELECTRICAL PANEL	Krypton/Risha/KEPL, Era Control System /SPT		
		S itchgears/Eva Engineers		
42	G.I PIPE	Tata/Jindal/Bhusan		
43	Earth Lea age Circuit	Hager/ Legrand/ Merlin Gerin		
44	FIRE ALARM SYSTEM	System Sensor/ Ed ards/Appolo/Agni		
45	Data Components	AMP/ Systmatics/legrand		
46	ANY OTHER ITEMS	Sample to be approved by engineer in- charge		
47	ACCESS CONTROL SYSTEM/	Brivo/Honey ell/Dats/Lenel/Tyco/Siemens		
	CCTV System			
4	Door Phone	Panasonic/ icom/Solus(Secure)		
4	Reader	Brivo/HID		
50	Smart / Proximity Card	Brivo/HID		
51	CAPACITOR BANKS	L&T/ SIEMENS/ALSTOM		
52	PVC INSULATED COPPER CON-	Finolex/ Polycab / Havells/ RR Cables all FRLS		
	DUCTOR STRANDED CONTROL			
	WIRES OF 1100 V			
	GRADE			
53	COPPER LUGS HEAVY DUTY	Do ells		
54	MEASURING METERS	Automatic Electric/Kappa/Enercon		
55	DIGITAL METERS & KWH	SECURE/L&T/ENERCON		
	METERS			
56	PUSH BUTTONS	L & T/Siemen/ABB		

57	WIRING CABLE		Finolex / Polycab / Havells / RR Cables all FRLS
5	M.S. CONDUITS ASSESSORIES	AND	BEC /AKG /ESC
	ASSESSORIES		
5	P.V.C. CONDUITS	AND	BEC/ AKG/ Polypac /ESC
	ACCESSORIES		
60	LIGHT FIXTURES		Philips/Havells/Wipro
61	DATA, TELEPHONE CABLE		D-Lin
62	FAN		Usha/Crompton/Havells/Philips

In the event of the materials of ma es called for are not available and alternative ma es are ap- proved (by the consultant) for incorporation in the or , the rates uoted shall be suitably amended based on the price variation bet een the specified ma es and alternative ma es on the day the alter- native ma es are accepted.



SSA Project Engineering & Management Services

F-127 VIKAS PURI **NEW DELHI-110018** 

TEL: +011-45651643 EMAIL: ssapems@yahoo.com

SHIFTING OF NEW PREMISES WORK AT PSB BRANCH AT PAIGAON KOSI KALAN

DRAWING NO. D-7 R-7

27-06-2022 LAYOUT PLAN

THIS DRAWING IS THE PROPERTY OF SSA PROJECT ENGINEERING AND MANAGEMENT SERVICES (DELHI) AND SHOULD NOT TO BE COPIED OR USED WITHOUT THEIR WRITTEN PERMISSION