Punjab & Sind Bank
(A Govt. of India Undertaking)

Request for Proposal For

E-TENDER FOR INTERIOR & FURNISHING WORK FOR PUNJAB & SIND BANK BRANCH GOYAT ASSOCIATES, GOHANA ROAD, OPPOSITE RELIANCE SMART POINT MEHAM-124112

E-Tender Reference	**PSB/ZONGURGAON/GA/TENDER/01/2022-23**
Bid Submission Start Date	**18.01.2023 by 10.00 AM**
Bid Submission End Date	**07.02.2023 by 1.00 PM**
Technical bid opening date	**07.02.2023 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
PAHWA ARCH TECH SERVICES , A-53, SECTOR 49,NOIDA-201301
MOBILE: + 91-8447747436
LANDLINE : + 91-120-4167183
Email :pahwaarchtech.noida@yahoo.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 BRANCH MEHAM, HARYANA-124112

E-Tender reference	PSB/ZONGURGAON/GA/E-TENDER/01/2022-23
Date of issue of RFP	**18.01.2023**
Earnest money deposit	Earnest money deposit of **Rs.28000.00/-** (EMD (Refundable) in the form of Demand Draft by Public Sector Bank in India favouring "Punjab & Sind Bank " payable at New 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 (recognised 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, ZONAL OFFICE Gurgaon- Institutional Plot No.-151,Sec-44,Gurgaon-122003
Last date & time of receipts of tender bids	Will be informed subsequently to technically qualified bidders.
Opening of Commercial/price bid	Only Eligible Tenderer shall be informed (Via E-mail/Telephone) separately
Address of communication	Zonal Manager, Punjab & Sind Bank, Zonal office-Gurgaon, Institutional Plot No-151, Sec-44,Gurgaon-122003
Email address	Zo.gurgaon@psb.co.in
Contact Telephone	**Officer- 08053770112, 07838770035**
Bids to be submitted	https://psb.eproc.in (Bidder has to submit the bid electronically)

Information for online participation

This Tender will follow e-tendering process which will be conducted by bank's authorized e-tendering services provider M/s C1 india Pvt.Ltd. through website :https://psb.eproc.in

Following activates will be conducted online through the above website
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 bank
4. Reverse Auction
5. Announcement of result if any

Instructions:

1. Bidders who wish to participate will have to register with the website). (https://psb.eproc.in). Bidders will be required to create login id & password on their own in registration process.
2. Bidder who wish 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 view the list of licensed CA.s from www.cca.gov.in.
3. In case of any clarification/ queries 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 website constantly for any changes / updates.

Note:

1. Bank expects the interested Bidders to download the copy of the complete RFP document along with all Annexures & Appendices either through Bank's website http://punjabandsindbank.co.in or https://psb.eproc.in

2. Earnest money deposit of **Rs.28000.00/-** (EMD (Refundable) in the form of Demand Draft by Public Sector Bank in India favoring "Punjab & Sind Bank " payable at Gurgaon (Haryana) must be submitted at PUNJAB & SIND BANK, ZONAL OFFICE GURGAON- INSTITUTIONAL PLOT NO.-151,SEC-44,GURGAON-122003

3. Bank expects the interested Bidders to download the copy of the complete RFP document along with all Annexure & Appendices either through Bank's website http://punjabandsindbank.co.in or https://psb.eproc.in

Notice Inviting- E-TENDER FOR INTERIOR AND FURNISHING WORK FOR PUNJAB & SIND BANK BRANCH MEHAM, HARYANA.

Bank invites E-tenders in Two Bid Systems i.e. Technical Bid & Commercial Bid from Interior Furnishers/Contractors for the **Interior & furnishing work at Punjab & Sind Bank branch Meham, Haryana.**

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

Punjab & Sind Bank	:	**Officer- 8053770112,7838770035**
Architect	:	M/s Pahwa Arch- Tech Services, A-53, Sector 49, Noida

1. INTRODUCTION

Bank invites E-tenders in Two Bid Systems i.e. Technical Bid & Commercial Bid from Interior & Furnishing work for PSB Branch at Meham, Haryana.

2. ELIGIBILITY CRITERIA

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

CRITERIA	DOCUMENTS REQUIRED AND TO BE UPLOADED
a) The bidder should have at least 5 years satis-factory experience in providing similar works in Commercial Banks, Pvt. Banks, Government PSU Bank in Delhi/NCR. Similar work means interior furnishing /renovation works of same nature /magnitud involving furnishing, electrification, air conditioning, office automation (except spe-cialized works). Contractor's register office should be in delhi NCR.	Work order and satisfactory completion certificate (on the letter head of service recipient with 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 works carried out, period of contract, Staff employed and value of work should be clearly defined.
b) The bidder should have the following experience for having executed similar contracts during last five years ending 31.12.2022:-One work of similar nature should have been executed in delhi NCR. 1. At least One(1) work of value of Rs.11.20 Lacs (80% of the estimated cost) or 2. Two(2) works of value Rs.7.00 Lacs (50% of the estimated cost) or 3.Three (3) works of value Rs.5.60 Lacs (40% of the estimated cost)	
c) The bidder must have an average Annual Turnover of Rs.4.20 Lacs (30% of the estimated cost) by way of providing services during the last 5 years in similar contracts in Delhi/NCR ending 31.03.2022.	Audited/self attested Profit & Loss A/c and Balance Sheet for financial year 2019-2020, 2020-2021 and 2021-2022 (duly attested by the CA).
d) The bidder should not be declared by any Public Organization, to be ineligible to participate for corrupt, fraudulent or any other unethical business practice and Blacklisted by Public Organization.	A Self- declaration certificate that the bidder has not been declared by any Public Organization to be ineligible to participate for corrupt, fraudulent or any other unethical business practice and Blacklisted by Public
e) The bidder should be registered with the following statutory authorities :- Income Tax, GSTIN ,registration certificate under Contract labor (R& A) Act 1970 and Cen- tral Rules 1971 etc.	Photocopies of valid registrations/license and latest Challans should be furnished with the Tender.

f) Bidder should have sufficient resources namely manpower & equipment to execute the subject work.	Full list of sub-contractors/employees viz. Name, age, employee code, designation, experience in the field etc and also the list of equipment proposed to be deployed as per Annexure F Should be attached. BAR/PERT Chart should also be submitted indicating the execution of the work within the date-**line of 21 days (3 week).**
g) To ensure transparency, equity, and competitiveness in compliance with the CVC guidelines, this tender shall be covered under the Integrity Pact (IP) policy of the Bank. The pact essentially envisages an agreement between the prospective bidders/vendors and the Bank 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 works comprising of wooden partition, panelling false ceiling including miscellaneous, electrical works and modification / addition to existing provision. Provision and Furniture, furnishing etc. complete in every respect in accordance with Contract and with the directions of and to the satisfaction of the Architects and the Bank. The Architects may in their absolute discretion and from time to time, issue further drawings and/or written instructions, details, directions and explanations which are hereafter collectively referred to as "Architect's Instructions" in regard to:

a) The variations or modifications of the design quality or quantity of works or the addition or omission or substitute of any work.
b) Any discrepancy in the drawings or between the Schedule of Quantities and/or drawings and/or Specifications.
c) The removal and / or re-execution or any works 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 works of any person / persons employed
thereupon. g) The opening up for inspection of any work covered up.
h) The amending and making good of any defects under clause "Removal of Improper Work and Material".

The Contractor shall forthwith comply and fully execute any work comprised in such Architect's Instructions provided always that verbal instruction. Directions and explanations given to the Contractor or his representative upon the works by the Architects shall, if involving a variation, be confirmed in writing by the Contractor within 3 days and if not dissented from in writing within further 3 days by the Architect. Such shall be deemed to be the Architect's instructions within the scope of

the contract.

If compliance with the Architect's instructions as aforesaid involved work and/or expense and/or loss beyond that contemplated by the Contract. Then unless the same were issued owing to some breach of this contract by the Contractors. The Bank shall pay to the Contractor on the Architect's Certificate, the price of the said work (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 who are eligible to do business in India under relevant Indian Laws as in force at the time of bidding.

b) Bidders who wish to participate will have to register with the website (https://psb.eproc.in). Bidders will be required to create login id & password on their own in registration process

c) The bidder will be given permission to inspect the site, with prior appointment and up to one day prior to the last date of submission of the tender.

d) The Bank shall not consider any request for date-extension for bid-submission on account of late receiving / downloading of Tender by any prospective service provider.

e) The Bank also reserves the right to amend the tender prior to the last date for bid- submission. The Bank may at its discretion, extend the last date for bid-submission on any justified ground.

f) The Bidder shall bear all the costs associated with the preparation and submission of bid and Punjab & Sind Bank will 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 & FURNISHING WORK FOR PUNJAB & SIND BANK BRANCH MEHAM, HARYANA-124112

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 Bank, the bids will be received up to the appointed time on the next working day.

5. AUTHORITY TO SUBMIT BIDS:

a) Only authorized personnel of the firm or organization shall sign the Bid.

b) The proposal must be accompanied with an undertaking 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 authorize their business partners to bid on their behalf, a separate authorization letter as per format (Letter of Authorization to bid) enclosed, along with a commitment to fulfil the terms of tender should be submitted.

d) The certified photocopy of Resolutions/Authority/ Power of Attorney having authority to authorize

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 required 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 with the offer.
c) In case of non-submission or partial submission of technical details, the Bank at its discretion may not evaluate the offer.
d) The T.O. must be submitted in an organized and structured manner.

6.2 COMMERCIAL OFFER TO BE UPLOADED

a) The Price quoted should be only in Indian Rupees.
b) The rates quoted in the Bid shall be inclusive of all labour charges, delivery & cost of material at site tools & equipment, insurance premium covering any risk to labour etc and taxes and all other taxes applicable.
c) The Bids with correction and or overwriting, if not authenticated, will be **liable for rejection.**
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.28000.00/-** (EMD (Refundable) in the form of Demand Draft by Public Sector Bank in India favoring "Punjab & Sind Bank " payable at Gurgaon (Haryana) must be submitted at PUNJAB & SIND BANK, ZONAL OFFICE GURGAON- INSTITUTIONAL PLOT NO.-151,SEC-44,GURGAON-122003
b) No interest would be payable on the earnest money deposit amount.
c) This amount would be forfeited if the bidder withdraws his bids during the period of bid validity.
d) The earnest money must be submitted along with technical offers.
e) In the event of non-submission of earnest money deposit, the proposal would be rejected.
f) EMD would 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 Bank Guarantee.
h) The EMD shall be from any scheduled commercial Bank in India other than Punjab & Sind Bank.

7. BID FEATURES

a) 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 rejected by the Bank as non-responsive.

8. BID ESSENTIALS - CONTENTS OF DOCUMENT TO BE SUBMITTED ELECTRONICALLY

The bidder shall submit the following:

a) The Bank in case of non-adherence to the Format or partial submission of bid will not evaluate

the bid.

b) Each page of it shall be serially numbered, signed and duly stamped by the bidder or a duly authorized person to sign on behalf of the Service provider,

c) Any interlineations, erasure or overwriting shall be valid only if these are initialed by the person(s) signing the bid.

INSTRUCTIONS TO BIDDERS

1. Invitation of Bids:

This Request for Proposal (RFP) is to invite proposals from eligible bidders desirous of taking up the project for Supply, Installation, migration of Active directory and AD Manager. Sealed offers / Bids (Bid) prepared in accordance with 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 tothis RFP and subsequent selection of the successful bidder will be entirely at Bank'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 with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at the Bidder's own risk and may result in rejection of the Bid and for which Punjab and Sind Bank shall not be held responsible.

Photocopies of relevant documents/ certificates duly stamped and signed by authorized person, must be submitted as proof in support of the claims made. The Bank reserves the right to verify/ evaluate the claims made by the Bidder independently. The decision of the Bank 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.**28000.00/-**
d) Copy of satisfactory performance certificate - Minimum 3 Nos, 1 satisfactory performance certificate for each year out of which 1 must be of presently running.
e) Audited/self attested Profit and Loss Account and Balance sheet for the financial year ending on 2019-2020,2020-2021 and 2021-2022
f) Letter of Authorization to Bid.
g) Power of Attorney (if any).
h) Details of work executed in the last 5 years. (Annexure C).
i) Past Performance (Annexure D).
j) Organizational Setup - Details of Key skilled, semi-skilled and unskilled workers employed (Annexure E)

k) Details of Litigation/Arbitration (Annexure F)

l) List of Equipment 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)

q) 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, which is necessary to be furnished, must be provided.

10. BID EVALUATION

a) The tenders received within the due date and time only will be considered for evaluation.
b) The Technical bids shall be opened and the bid/s received will be scrutinized to determine whether they are complete in all respects as per the requirement of tender and subsequent clarifications, whether the documents have been properly signed and whether items are offered as per this tender requirements.
c) The Bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order.
d) Technical bids of the service providers meeting the minimum pre-qualification criteria will be evaluated for compliance of other terms and conditions.
e) Based on the evaluation results, the bank will shortlist the bidders who are considered to be suitable. The decision of the Bank regarding the short-listing of the bidders shall be final and binding on the bidder.
f) The commercial bids of only the successfully qualified bidders whose Technical bids are found acceptable will be opened subsequently on the date that will be conveyed to them.
g) Arithmetical errors will be rectified on the following basis. If there is a discrepancy between unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If the supplier does not accept the correction of the errors, its bid will be rejected.
h) If there is discrepancy between words and figures, the amount in the words will prevail.

i) The L1 bidder will 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 Bank may at its discretion ask the bidder for clarification and response shall be in writing 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, subject to contract, commercial considerations & compliance with all the terms and conditions will be communicated in writing 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), Punjab & Sind Bank, HO G.A Department, 2nd Floor, Bank House,21, Rajendra Place, New Delhi-110008 and written confirmation of such notification obtained.

13. SIGNING OF CONTRACT

The successful bidder shall be required to enter into a contract with PSB within 15 days of the award of the tender/ Letter of Intent or within such extended period as may be specified by the Zonal Manager, PUNJAB & SIND BANK, ZONAL 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 following words shall have the meaning here in assigned to them except where the subject or context otherwise requires:

(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 authorized officer.

(b) **"Contractor/Builder"** Shall mean the individual or firm or company, whether incorporated or not, undertaking the work 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.

(c) **"Architect"** Shall mean PAHWA ARCH TECH SERVICES whose registered office is situated at A-53, SECTOR 49,NOIDA-201301. (and shall include his authorized representative) or in the event of his death or termination of his services by the Bank in his sole and unqualified discretion, such other person/persons as shall be provided always 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 otherwise approved by the Bank.

(d) **"Contract"** Means the documents forming the tender and acceptance thereof and the formal agreement executed between 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 with the documents referred to there in including these conditions, the specifications, de- signs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken 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 some-thing either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by

1. GENERAL

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

(ii) The **site** shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which 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 work as stipulated in the letter of award of work.

The work shall be carried out strictly in accordance with the drawings amplified by the specifications of materials and workmanship given hereunder. The drawings and specifications shall be taken together and shall complement each other. In case of any discrepancy, the following order of preference shall be followed:

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

In case there are no specifications for items shown on the drawings or where items are not exhaust exhaustively described, the general specifications of CPWD shall be followed for which nothing extra shall be paid. However the specification should be got approved from the Architect before commencement of work.

2. DRAWINGS AND SPECIFICATIONS

(a) After signing the Contract, the contractor will be given free of charge three prints of all working drawings. The contractor shall make at his own expense any additional copies he requires. One copy of the drawing furnished to the contractor as aforesaid shall be kept 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 authorized by him in writing.

(b) Such further drawings and instructions including revisions, as the Architect may furnish to the Contractor shall form part of this contract.

(c) Only figured dimensions and detailed drawings shall be followed. The Contractor shall verify all dimensions in the field before any work is started and obtain instructions of the Architect in case of any discrepancy.

(d) The Architect with approval of the **The Zonal Manager, Zonal office Gurgaon, Punjab & Sind Bank, Institutional Plot No-151,Sector-44, Gurgaon-122003** shall have power and authority to supply to the Contractor from time to time during the progress of the work, such further drawings and instructions as shall be necessary for the purpose of proper and adequate execu- tion and maintenance of work and the Contractor shall carry out and be bound by the same.

3. SCHEDULE OF QUANTITIES:

The Schedule of Quantities unless otherwise stated shall be deemed to have been prepared in ac- cordance with the method of measurements specified in the particular specifications and shall be considered to be approximate. The Bank does not undertake to carry out the whole of work as shown in the drawings and taken in the schedule of quantities and reserves the right to modify the same or any part thereof. The Contractor shall not be allowed any compensations or damages for the work so omitted or cancelled by the Bank. Each tender item should be filled in with the rates and amounts in separate columns and all the sections should be totalled up in order to show the aggre- gate value of the entire tender. The rates should be filled both in figures and words for each item and in case of discrepancy the rates filled in words 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, which are not attested, may entail the rejection of tender.

4. ARCHITECTS STATUS AND DECISIONS (a)

Status:

The Architects shall have general supervision and direction of the work. He has authority on behalf of the Bank to stop the work whenever such stoppage may be necessary to ensure the proper execution of the work. The architect shall be the interpreter of the conditions of con- tract and the judge of its performance.

(b) Decisions:

The Architect shall, within a reasonable time, make decisions on all claims of the contractor and on all other matter relating to the execution & progress of the work or the interpretation of the contract documents. The decisions, opinion or direction of the Architects with respect to all or any of the following matters shall be referred to the The Zonal Manager & PSB and decision so taken shall be final & binding to the contractor.

Variation or modifications of the design.

i. The quality or quantity of works or the additions/alterations or omissions or substitutions of any work.
ii. Any discrepancy in the drawings or between the drawings and or specifications. iii.
The removal and / or re-execution of any work by the contractor.
iv. The dismissal from the work of any persons employed therein. v.
The opening up for inspection of any work covered up.
vi. The amending the making good of any defects under defects liability period.
vii. Approval of materials and workmanship.
viii.The contractor to provide everything necessary for the proper execution of the work.

(c) Dismissal:

The contractor shall on the report of the architects immediately dismiss from the works within 24 hours any person employed by him for the above work, who may, in the opinion of Architects be incompetent or misconducts himself and such person shall not be re-employed on the works without the permission of the Architects.

5. EXTENT OF CONTRACT

The contractor shall supply at his own cost all material implements, ladders, cordage, tackle, scaf- folding and temporary works required for the proper execution of the work whether original, altered or substituted and whether included in the specifications or other documents forming part of the contractor of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying of conditions he is entitled to be satisfied which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply survey instruments and other materials necessary for the purpose of setting out works, and counting weighing and assisting to the measurement or examinations at the any time and from time to time of the work 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 required to protect the public from accident, and shall be bound to bear the expenses of defence brought by any person for injury sustained owing to neglect of the above precautions and to pay any damage and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person. In no case, the Bank shall be a party to any such claim/claims and the contractor shall indemnify the Bank 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 without the prior written con- sent of the Bank.

7. CONTRACTORS OFFICE AND STORES

All offices, sheds and stores required by the contractor shall be enacted at his own cost with the prior approval of the Bank or its representative and shall be dismantled and removed upon the completion of the work if so directed within 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 works in relation to the original points, lines and levels of reference given by the architect in writing and for correctness subject as above mentioned of all the positions, levels dimensions and alignments of all parts of the work and for the provision of all necessary instruments, appliances and labour in connection there- with. If at any time during the progress of the work any error shall appear or arises in any part of the work, the contractor on being required to do so by The Zonal Manager, (PSB) shall at once inform the architect or their representatives. The checking of the work by the architect/representative shall not in any way relieve the contractor from his responsibilities of carrying out the work 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 will not make any claim to become employees of the Bank and that there will be no Employee and Bank relationship between the personnel engaged by the Contractor and the Bank.

(b) The contractor shall employ labour in sufficient numbers either directly or through subcontractors, where such sub letting is permitted to maintain the required rate of specified in the contract and to the satisfaction of the architect. The contractor shall not employ in connection with the works any person who has not completed his fifteen years of age.

(c) The contractor shall comply with the provisions of the payment of Wages Act, 1936; Minimum Wages Act, 1948; Act, 1947; Maternity Benefit Act, 1961 and Mines Act, 1938, Labour Contract (Regulations & Abolishing) Act or Rules, or any modifications thereof and any other law relating thereto and rules made there under time to time.

(d) The Contractor shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed by the Contractor. Further the Contractor shall solely be responsible for having made the payments towards ESI and EPF amount (both Banks and employee's contribution) in the respective account of the worker for the period for which bill is raised.

(e) The contractor shall indemnify the Bank against any payment to be made under and for observance of the Regulation aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

(f) The contractor shall provide and maintain at his own expenses all rights, guards, fencing and watching when and where necessary or required by the Resident Engineer for the protection of the works or for the safety and convenience of those employed on works or the public.

8.3 Sampling

(a) The contractor shall submit the samples of various materials for the approval of the Architect & Bank. The contractor shall use the material only after the approval of the Architect/ Bank. The verification of the material shall be done on random base during the progress of the work in either the following manner:

(b) Random samples would be picked up during execution of work from site & if decided by the Architect/ Bank, it would be sent to one of the approved laboratories for test & quality check. The cost of such tests would be borne by the client.

(c) The Architect/ Bank may direct the contractor to submit the challan of delivery of the material brought at site. It would 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 work 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 Bank and the contractor shall at all times with reasonable notice or the intention of the Architect or his representatives to visit work shall have been given to the contractor, either himself be present to receive orders and instructions, or have responsible agent duly accredit- ed in writing 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 written order of the Architect/Bank suspend the progress of the work or any part thereof for such time or time and in such a manner as the Architect/ Bank may consider necessary and shall during such suspension properly protect and secure the work as considered necessary in the opinion of the Architect/ Bank or their representative-in-charge of the work. No compensation shall be payable to the contractor on what so ever account for the suspension of work.

8.6 Extension of time for completion

Time is the essence of the contract. The owner and the contractor in consultation with the the Architects shall agree upon the work progress chart. The chart shall be prepared in direct relation to the time stated in the contract or the works order for completion of the individual items thereof and/or the contract or works order as a whole. It shall indicate the forecast of the dates of commencement and completion of the various trade processes or sections of the work and shall be amended as may be required by agreement between the architects and the

Contractor within the limitations of time imposed in the contract. If the works be delayed:

(a) By force majeure, or

(b) By reasons of abnormally and bad weather

(c) By reason of serious loss or damage by fire or

(d) By reason of civil accommodation local combination of workmen or strike or lockout effecting any of the trades employed on the work or

(e) By reason of delay on the part of contractor or trade men engaged by the owner in executing works not forming part of the contract or

(f) By reason of proceeding taken threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise, than through the Contractor's own default, or

(g) By reason of any other cause which in the absolute discretion of Owner is beyond contractor's control then in any such case the owner may make fair and reasonable extension after obtaining Architect's advice in the completion dates of individual items or groups of items of work for which separate periods of completion are mentioned in the contractor or works order as applicable.

(h) Upon the happening of any such event causing delay, the contractor shall immediately give the notice thereof in writing to the architects with a copy to Bank but shall nevertheless use constantly his best Endeavour to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the Architect/Bank to proceed with the works Extension of time shall be granted.

8.7 Defacement

If the contractor or his work people, or servants shall break, deface, injure, or destroy any part of a building, or interiors, then the contractor has to rectify the same part at his own expenses to the satisfaction of the Architect.

8.8 Approval of Materials

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

9. LIQUIDATED DAMAGES FOR DELAY

The times and date stipulated in the contract for the completion of the work or any part or stage thereof shall be deemed to be the essence of the contract. The work shall, throughout the stipulated period of the contract, be carried out with all diligence. If the contractor fails to complete the work within the time prescribed or within the extended time under the contract, he shall pay to the Bank on demand amount without prejudice to other rights and remedies the Bank may have against the contractor, **1% of contract price per week** or part there of as liquidated damages for such fault, if the work remain unfinished after the stipulated date of completion provided that the total liquidated damages payable shall not exceed 10% of the accepted contract price. The Bank may, without prejudice to any other method of recovery, deduct the amount of such damages from any money due or which 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 make good and remedy at his own expense within such period as may be stipulated by the Bank any defect which may develop or may be noticed before the expiry of 12 (twelve) calendar months from the date of completion and intimation of which has been sent to the contractor within seven days of the expiry of the said period. Total of 7% of the contract value shall be retained by the bank upto to the completion of defect liability period. Incase the contractor fails to respond to the bank notification in sufficient time for repair (if/any) the above retention money shall be utilized by the bank for such repairs under intimation to the contractor.

11. SECURITY DEPOSIT

(a) The Bank will, at the time of making any payment to the contractor for work 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 Bank 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 which may become due to the contractor by the Bank on any ac- count whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days. Thereafter make good in demand draft, endorsed in favour of the Bank as aforesaid any sum or sums which 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 wholly or in part at the sole discretion of the Architect if the contractor fails to carry out the work or perform or observe any of the conditions of the contract.

(d) No interest would be payable by the Bank to the contractor on the security held in deposit.

12. BILL PAYMENT

(a Final bill supported with consolidated measurement of the full work executed shall be submitted by the contractor within 07 days from the date of issue of certificate of virtual completion..

(b) Final bill supported with consolidated measurement of the full work executed shall be submitted by the contractor within 07 days from the date of issue of certificate of virtual completion.

(c) Architect/Bank or his representative shall verify the requisite measurement for the purpose of having the same verified for the claim as far as admissible

(d) All measurements to be taken in duplicate and all bills shall be submitted in triplicate along with a contractor's copy of each.

(e) When the final bill has been verified and corrected, the architect will give seven days' notice to the contractor to countersign the bill in token of acceptance, the contractor shall counter- sign the bill within the above seven days or intimate in writing his intention to dispute.

(f) If the contractor fails to take appropriate action as above within the period prescribed, the bill finalized 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 will be entertained by the Bank with respect to any moneys or balances which may be in its hands owing to a dispute between itself and the contractor or with respect of any delay on the part of the Bank in making interim or final payments or otherwise.

14. RATES FOR EXTRA ADDITIONAL, ALTERED OR SUBSTITUTED WORK

The rates for additional, altered or substituted work shall be worked out in accordance with the following provisions in their respective order.

(a) If the rates for similar additional, altered or substituted work and directly available in the con- tract for the work, the contractor is bound to carry out the work at the same rates as are available in the contract for the work.

(b) If the rates for additional, altered or substituted work are not directly available in the contract for the work the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.

(c) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clause (i) to (ii) above, then the contractor shall within three days of the date of receipt of order to carry out the work, inform the Architect of the rate which it is intending to charge for such works supported by analysis of the rate or rates claimed (CPWD analysis). Rates finalized and approved by the Architect on the basis of these details will be final and binding. However, the architect by notice in writing will be at liberty to cancel his order to exe- cute such work and arrange to carry it out in such a manner as he may deem advisable, but un- der no circumstances shall the contractor suspend the work once ordered in writing 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 adjustment shall be made against the rates agreed to as per the Schedule of Quantities of the contract. For major change in the design of any item of the furniture, the deviation shall be priced by the Architects as Extra, as per above however the decision of the Architects whether the charge / modification in the design of furniture items is minor or major, shall be final and binding on the contractor.

14.1 REIMBURSEMENT OF VARIATION IN PRICE

Prices and rates quoted by the Tenderers shall be considered as firm for the complete work and entire duration of the contract. No claim for extra payment due to any rise in rates of raw material and labour or due to whatsoever 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 workmanship are the best of their respective kinds for the service intended and that all items of work will be free from all inherent defects in workmanship and materials. He shall also guarantee that the works will not fail in any respect due to quality of materials, workmanship and methods of construction.

(b) The specifications assume a proper degree of skill on the part of contractor and workmen employed. The contractor shall consult the Architect or his representative, whenever in his judgment variation in the methods of construction or in the quality of material would be beneficial or necessary to fulfil the guarantee is called for. Such variations may be made by the contractor only when authorized by the architect.

15.2 Rejection

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

15.3 Cost of Execution of work or repair etc.

All work of repair shall be carried out by the contractor at his own expense if the necessity thereof shall in the opinion of the Architect be due to the use of materials or workmanship not in accordance with the contract or on account of neglect or failure on the part of the contractor to comply with 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 work as aforesaid required by the architect the Bank shall be entitled to carry out such work from/through other person, at the contractor's own cost. The Bank 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 work, the Contractor shall be furnished with a certificate, but no such certificate be given nor shall the work be considered to have been completed until the contractor shall have removed from the area of the premises (to be distinctly marked by the Architect) in the site plan which, the work shall be executed) all scaffolding, surplus materials and rubbish and clean the dirt from all wood work, doors, windows, walls, floors or other parts of any building, in or upon which the work is to be executed, or of which he may have had in possession for the purpose of the execution hereof. If the contractor shall fail to comply with the requirements 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 work, the architect may at the expense of the contractor remove such scaffolding, surplus materials, and the contractor shall forthwith 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 realized by the sale thereof.

17. TERMINATION OF THE CONTRACT

(a) If at any time after the commencement of the work the Bank for any reason whatsoever does not require the whole or part thereof as specified in the tender to be carried out, the Bank shall have the

right to terminate this Agreement and The PSB shall communicate the termination by giving a notice in writing to the contractor.

(b) The contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have derived from the execution of the work in full, but which he did not derive in consequences the full amount of the work 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 which shall involve any containment of the work originally contemplated. However, in case of part cancellation, the Contractor shall be paid such amount as is commensurate to the actual work done by him till such termination notice is received.

18. JURISDICTION

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

19. BYE LAWS OF LOCAL AUTHORITIES

The contractor shall conform to the provisions of all applicable Government Acts which relate to works and to the regulations and bye laws of any local authorities. The Contractor shall give all such notices required by the said Act or Laws, etc., and pay all fees payable to such authorities and allow for these contingencies in his tendered rates including fees for encroachment, stacking charges, costs of restorations, etc., and all other fees payable to the local authorities. The Contractor shall keep the Bank indemnified against all penalties and liabilities for every breach of any such Act, Rules, Regulations or Bye-laws.

Further the Contractor shall specifically ensure compliance of various Labour Laws/Acts including but not limited to with the following and their re-enactments/amendments/modifications while dealing with the employment of labour such as:

i. The Payment of Wages Act, 1936 ii.
The Minimum Wages Act, 1938
iii. The Workmen Compensation Act, 1923
iv. The Contract Labour (Regulations & Abolishing Act. v.
The Bank's Liabilities Act, 1938
vi. Industrial Dispute Act, 1938
vii. Maternity Benefit Act, 1961
viii. The Employees State Insurance Act, 1948

Safety code, labour welfare Act or rules or any modification thereof any other laws 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 work, without limiting his obligations and responsibilities shall insure the works at his own cost and keep them insured until the virtual completion of the contract against all acts of God including Fire, Theft, Riots, War, Floods etc. with a Nationalized Insurance company in the joint names of the Bank 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 Bank and fees for assessing the claim and in connection with 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 with the Bank within seven (7) days, from the date of signing of the contract/commencement of the execution of the work or unless otherwise instructed by the Bank. In default of the contractor insuring as provided above, the Bank on his behalf may so insure and may deduct the premiums paid from any moneys due on which may become due to the contractor. The contractor shall as soon any claim under the policy is settled on the work reinstated by the Insurance office should elect to do so, proceed with all due diligence with, the completion of the works in the same manner as through the mis- fortune/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 ex- tension of time for completion, as the Bank deems fit.

2. INSURANCE IN RESPECT OF DAMAGE TO PERSONS AND PROPERTY

(a) The contractor shall be responsible for all injury to persons, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of him- self or of any approved sub-contractor's or employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths, bridges and works forming the subject of this contract by frost or other inclemency of the weather. The con- tractor shall indemnify the Bank and hold him harmless damage to persons or property as afore- said and also respect of any claims made in respect of injury or damage under any Acts of Government or otherwise and also in respect of any award of compensation of damages consequent upon such claims.

(b) The contractor shall reinstate all damages of every sort mentioned in this clause, so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

(c) The contractor shall indemnify the Bank against all claims which may be made against the Bank by any member of the public or other third party in respect of works in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the con- tract, with any Nationalized Insurance company in the joint name of the Bank and the contractor against such risks

and deposit such policy or policies with the Bank from time to time during the currency of this contract. The contractor shall similarly indemnify the Bank against all claims which may be made upon the Bank whether under the Workman's Compensation Act or any other statute in force during the currency of this contract or at common law in respect of any

employee of the contractor or any sub-contractor and shall at his own expenses effect and main- tain with an approved office a policy of Insurance in the joint names of the Bank and the con- tractor against such risks and deposit such policy of policies with the Bank and the contractor against such risks and deposit such policy or policies with the Bank from time to time during the currency of the contract. The contractor shall be responsible for anything which 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 Bank in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of or compensation of damages arising there from.

(d) The Bank shall be at liberty and is empowered to deduct the amount of any damages, compensa- tion 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 de- posit.

(e) If the contractor fails to comply with the terms of these conditions, the Bank may insure the works 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 with the terms of this condition.

(f) Such insurance whether affected by the Bank or the contractor will not limit or bar the liability and obligation of the contractor to deliver the works to the Bank 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 Bank until the works are finally completed and such moneys shall then be credited to the contractor in final settlement of accounts.

(g) The works shall be executed in close co-ordination with the progress of other work. This being absence of the contract, no claim for idles labour will be entertained.

3. TYPOGRAPHIC OR CLERICAL ERRORS:

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

4. Acceptance of tender:- On acceptance of tender, the Bank shall issue a Letter of Intent (LOI) and shall enter into an agreement with 7 days from the issue of LOI. On the contrary, Bank has a right to cancel the order and for feit the EMD.

5. Time shall be regarded as the essence of the contract. The work should be taken up immediately and completed within (as per terms and conditions attached) **21 (Twenty One) days (3 week)** from the date of is- sue of work order.

6. Contractor will be permitted to work normally during the regular working hours i.e. 9 a.m. to 6.00 pm. If the Contractor is required to work at night in order to complete the work within the Time Schedule, the Contractor shall seek written permission from the Bank for the same. Further, the contractor is liable provide and maintain at his own cost sufficient lights to enable the work to proceed satisfactorily without danger. Approaches to the site also shall be sufficiently lighted by the Contractor. No extra payments will be made for night work. Prior intimation and approval should

also be taken from Architect/Consultant.

However, no work shall be done on national holidays that may be notified by the Bank without the specific sanction in writing of the Bank.

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 quoted by the Contractors.
8. **Measurements of all concealed items**: Measurements of all concealed items of work and extra item if any, shall be got recorded by the Bank's Architect / Engineer before they are checked up.
9. **Cleaning during the work**: The rates quoted shall include cleaning of ceiling roses, electric switches, boards, window 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 breakage in glass window before starting work. However, if any glass window is found to be broken during the repairing work, the contractor at his own cost shall replace the same.
11. **Abandonment of work**: If in any case the work required to be abandoned, the contractor shall not be entitled for any claims and he will be paid as per the actual work done till that period.
12. **For water proofing works** on traces, bathroom, WC, Chajja, work has to be executed through the agency specialized in waterproofing. Contractor will have to submit a guarantee of 10 years on stamp papers as per the format to be prescribed by the Bank.4
13. **Records & measurements**: Measurements shall be taken jointly by Bank's Architect / Engineer and contractor and shall without extra charges provide assistance with appliance; labor and other things necessary for the work and measurements will be signed and dated by both the parties on completion of measurements.
14. **Supervision**: The contractor is required to have on site during all working hours a competent supervisor (acceptable to Bank) who will be responsible for the conduct of worker and who has authority to receive and act on such instructions issued by the Architect / Engineer of Bank.
15. Contractor shall follow all rules / regulations in force and should possess the license for employing labor and also follow all safety measures, labor bye law and shall be responsible for any lapse.
16. **Safety**: The contractor shall carry out the entire work in a workman like manner having full regard for the safety of the men working at site. All safe practices as per CPWD norms shall be strictly adhered to by the workmen of the contractor like wearing helmets, safety belts when working at heights, gloves when handling sharp objects and reinforcement, eye shields during welding, safety shoes, etc. The contractor shall protect sides of openings in floor slabs, edges of slabs, stairs, stairwells etc. with barricades, warning signs / lights and educate all his workmen regarding following safe working practices. He shall provide first aid boxes at site. In spite of following safe methods, in case of any unfortunate accident, the contractor shall indemnify the employer against any expenses or claims towards treatment or compensation.
17. **A Daily Diary Register**: A daily diary register (with cement and steel stock statement) will be kept in the Engineer's Office or the site office. Details of work for the day proceeding and the diary will be written up every day and jointly signed by the Engineer and the Contractor or their representatives in token of its correctness thereof.
18. **Site Visits**: - The Architect/Consultant /Bank shall visit the site from to time at their discretion, or when expressly called upon to do so, to co-ordinate various activities and/or to answer such queries that may be posed at site on interior drawings.

19. **Certificate of virtual completion**: As soon as the work is completed, the contractor shall in- form in writing such completion to the Bank's Architect / Engineer who will inspect the work and if satisfied will issue the certificate that the work has been virtually completed and the de- fects liability period shall commence from the date of such certificate.
20. When the work has been virtually completed and Bank's Architects / Engineer has certified in writing that the work has been completed on the basis of detailed measurements and has made a final scrutiny and that there is no dispute items, rates, ad quantities, the contractor shall be entitled to the payment of the final bill in accordance with the final certificate which will be honoured within the period specified in the Appendix as period of honouring final certificate.
21. During the pendency of the contract, Bank reserves the right to cancel a part or whole of the or- der without assigning any reason, on 3 days notice without any cancellation charges.
22. Site must be cleaned and free from debris before payment of bills.
23. Any loss/damage sustained to the Bank due to any act or omission on the part of the contractor or his men will have to be made good to the Bank by the contractor.

24. Force Majeure

The contractor shall not be liable for forfeiture of its performance security, liquidated 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 Majeure. For purposes of this Clause, "Force Majeure" 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 war, acts of Punjab & Sind Bank either in fires, floods, strikes, lock-outs and freight embargoes.

If a Force Majeure situation arises, the contractor shall promptly notify Punjab & Sind Bank in writing of such conditions and the cause thereof within **twenty calendar days**. Unless otherwise directed by Punjab & Sind Bank in writing, the contractor shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure 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 Punjab & Sind Bank and the contractor shall hold consultations with each other in an endeavour to find a solution to the problem notwithstanding the above the decision of Punjab & Sind Bank shall be final and binding on the service provider.

25. Resolution of dispute

Punjab & Sind Bank and the contractor shall make every effort to resolve amicably, by direct infor- mal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after 45 days from the commencement of such informal negotiations, Punjab & Sind Bank and the contractor is unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All disputes, differences, claims and questions whatsoever arising from this Agreement between the parties and/or their respective representatives touching these presents or any clause or thing contained therein or otherwise 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 bank.

Any party desirous of making a reference to the Arbitrator shall give fifteen days Registered Acknowledgement 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 when it would ordinarily have been served when it would 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 will be considered sufficient service on the parties whether such notice is received by them or not is refused, or is returned undelivered.

TENDER FORM

The Zonal Manager
Punjab & Sind Bank-
Zonal Gurgaon,
Institutional Plot No-
151, Sec-44, Gurgaon-
122003

Dear Sir,

Having visited the site and examined the conditions of contract, Specifications and Schedule of Quantities for the above named works, I/We offer to undertake and complete the whole of the subject work in conformity with 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 with the said conditions of contract.

I/We undertake to complete and deliver the whole of the work comprised in the contract within 45 (forty five) days. We have independently considered the amount of liquidated damages, Contractors All Risk (CAR) insurance policy and Fire Insurance. The Contractors All Risk (CAR) and Fire insurance policy shall be obtained for the tender value in the joint names of Punjab & Sind Bank and Contractor from an approved Insurance Company for a Suitable period and the policy will be deposited with of Punjab & Sind Bank . 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 will pay to bank 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 with your written acceptance thereof shall constitute a binding contract between us. I/We understand that if our tender is accepted, I/We are to be jointly and severally responsible for the due performance of the Contract.

2. I/We deposited a sum of _____. As earnest money in the form of Demand draft bearing no. _____dated

_____of _____ drawn in favour of **Punjab & Sind Bank, Zonal Office Gurgaon**, **Institutional Plot No.151, Sec-44, Gurgaon-122003** which is not to bear any interest . Should I/We fail to execute the contract (as per banks Performa in non – judicial stamp paper) when called upon to do so, the EMD may be forfeited by of **Punjab & Sind Bank.** I/We understand that you are not bound to ac- cept the lowest or any Tender you receive.

3. Our Bankers are:-

_____

4. The name of our firm partners are:-

BIDDER:-
Seal & Signature:-
Name :-

WITNESS:
Signature:-
Name:-

DEED OF INDEMNITY

This Deed of Indemnity executed at Delhi on the _____ day of _____ by

_____ (hereinafter referred to as "**the Obligor**" which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

IN FAVOUR OF PUNJAB & SIND BANK, a body Corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act of 1980 having its Head Office at 21, Rajendra Place, New Delhi - 110008 (hereinafter referred to as "Punjab & Sind Bank" which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors and assigns)

WHEREAS Punjab & Sind Bank vide its Tender No [------] dated [-------] (Tender) had invited Bids from the eligible Bidders for Interior & Furnishing work at Meham, Haryana.

WHEREAS

1) The Obligor has
   a) offered to Punjab & Sind Bank the service(s) as stated under Scope of Work of Tender;
   b) represented and warranted 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 warranted that the aforesaid services offered to Punjab & Sind Bank do not violate any provisions of the applicable laws, regulations or guidelines. In case there is any violation of any law, rules or regulation, which is capable of being remedied the same will be got remedied immediately during the implementation, maintenance and contract period to the satisfaction of Punjab & Sind Bank;
   d) represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such Contract with Punjab & Sind Bank;

2) Punjab & Sind Bank, relying and based on the aforesaid representations and warranties of the Obligor, has agreed to avail the services from the Obligor on the terms and conditions con- tained in its Contract dated _____ (**the Contract**) with the Obligor;

3) One of the conditions of the aforesaid Contract/Tender is that the Obligor is required to furnish an indemnity in favour of Punjab & Sind Bank indemnifying the latter against any loss, damages or claims arising out of any violations of the applicable laws, regulations, guidelines during the execution and rendering/delivery of service(s) to Punjab & Sind Bank 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 otherwise 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 Punjab & Sind Bank as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER: -

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

In consideration of Punjab & Sind Bank having agreed to award the Contract to the Obligor, the Ob-

ligor hereby unconditionally, absolutely and irrevocably agree and undertake that: -

1) the Obligor shall, at all times hereinafter, save and keep harmless and indemnified Punjab

Sind Bank, including its respective directors, officers, employees, agents and representatives and keep them indemnified from and against any claim, costs, charges, damages, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the Contract and any loss or damage caused from and against all suits and other actions that may be instituted taken or preferred against Punjab & Sind Bank by whomsoever and all losses, damages, costs, charges and expenses that Punjab & Sind Bank may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws and also from the environmental damages, if any, which may occur or result from the terms of the Contract.

2) The Obligor further agrees and undertakes that the Obligor shall, ensure that all the permis- sions, authorizations, consents and licenses are obtained and renewed from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, rules, regulations, guidelines, orders framed or issued by any appropriate authorities.

3) If any additional approval, consent or permission is required by the Obligor to execute and perform the Contract during the currency of the Contract, it shall procure the same and/or comply with the conditions stipulated by the concerned authorities without 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, bankruptcy, reorganization, dissolution, liquidation or change in ownership of Punjab & Sind Bank or Obligor or any other circumstance whatsoever which might otherwise 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 which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it or to Punjab & Sind Bank).

6) This indemnity shall survive the Contract.

7) Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the Contract and/or as stated above

8) This indemnity and other non-contractual obligations arising out of this indemnity, shall be governed by, and construed in accordance with, the laws 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 judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be end in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.

9) Punjab & Sind Bank 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 with the prior written consent of Punjab & Sind Bank.

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

Signed, sealed and delivered by the said service provider,_____ to …….. (Name of the Bank) _____

AGREEMENT FORMAT

This agreement made the _____day of the month of _____in the year 2017 BETWEEN, ---------- (Name of the Bank) a body Corporate constituted and functioning under the Banking Companies (Acquisition and Transfer of undertaking Act) 1970 with its Head Office at ……..……, represented by its duly constituted attorney Sri……..., (name and designation), hereinafter referred to as "BANK", which 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, 1956/ a firm registered under Partnership Act 1932 having its registered office at ……. represented by its (director) Sri …… hereinafter referred to as the "SERVICE PROVIDER" on the other part;

WHEREAS the Bank having agreed to engage the contractor for execution of Interior & Furnishing works at Meham, Haryana as per the specifica-tions/requirements and the terms and conditions finalized between the contractor and the Bank,

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz;

i.1 The tender document with 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 work, 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 Bank to the contractor, the contractor hereby covenants and agrees with the Bank to render the service in conformity with and subject to all terms and conditions/rules as mentioned in the General Conditions as also in the aforesaid documents which shall form part of this agreement.

In witness whereof the parties hereto have here unto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the said service provider,_____ to …….. (Name of the Bank) _____in the presence of:

Signature of Bidder(with seal)

Signature of Authorized representative of the Bank / Accepting Authority.

Witness (Signature, Name & Address):

1).

2).

UNDERTAKING FOR INTEGRITY PACT

The Zonal Manager
Punjab & Sind Bank
Zone Gurgaon.
Institutional Plot No.-151,
Sec-44, Gurgaon.

Dear Sir,

INTEGRITY PACT

Subject: Submission of Tender for the work……

I/We acknowledge that Punjab &Sind Bank is committed to follow the principle of transparency equity and competitiveness as enumerated in the Integrity Agreement enclosed with 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 will sign the enclosed integrity Agreement, which is an integral part of tender documents, fail- ing which I/We will stand disqualified from the tendering process. I/We acknowledge 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 with 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, which will come into existence when tender/bid is finally accepted by Punjab & Sind Bank. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 6 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, Punjab & Sind Bank shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid is accordance with terms and condi- tions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)
To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of Punjab & Sind Bank.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will

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 take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The Bidder(s)/ Contractor(s) will 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 which he / she is not legally enti- tled to, in order to obtain in exchange any advantage of an kind whatsoever during the tender pro- cess or during the execution of the contract.

b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether 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) will not commit any offence under the relevant IPC/PC Act; fur- ther the Bidder(s)/ Contractor(s) will 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) will, when presenting their bid, disclose any and all pay- ments made, is committed to or intends to make to agents, brokers or any other inter- mediaries in connec- tion with the award of the contract.

f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their deci- sion in the matter.

(2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences out- lined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award 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 question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure
mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award ac- cording to Section 3, the Principal is entitled to demand and recover the damages equivalent 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 liquidated damages of the Contract value or the amount equivalent to Per- formance Bank Guarantee.

Section 5 - Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of busi- ness dealings".

Section 6 - Equal treatment of all Bidders I Contractors I Subcontractors

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adop- tion of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bid- ders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who 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 knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which consti- tutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review inde- pendently and objectively, whether and to what extent the parties comply with the obliga- tions 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 would have access to all Con- tract documents, whenever required. It will be obligatory for him / her to treat the infor- mation and docu- ments of the Bidders/Contractors as confidential. He/ she reports to the MD

& CEO of Punjab & Sind Bank.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without re- striction to all Project documentation of the Principal including that provided by the Con- tractor. The Con- tractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unre- stricted and unconditional access to their project documentation. The same is applicable to Sub- contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bid- der(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also sighed declara- tions 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 Punjab & Sind Bank and recuse himself / herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the con- tractual rela- tions between the Principal and the Contractor. The parties offer to the Monitor the option to partic- ipate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take cor- rective action, or to take 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 will submit a written report to the MD & CEO of Punjab & Sind Bank , within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occa- sion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the MD & CEO of Punjab & Sind Bank, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the MD & CEO of Punjab & Sind Bank has not, within the reasonable time taken 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.

(9) The word 'Monitor' would include both singular and plural

Section 9 - Pact Duration

This Pact begins when 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 awarded.

Any violation of the same would entail disqualification 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 Punjab & Sind Bank.

Section 10 - Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

(2) Changes and supplements as well as termination notices need to be made in writing. 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 will strive to come to an agreement to their original intentions.

(5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will 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 organization & year of Incorporation.	
4)	Correspondence address with contact person, name, telephone number, mobile number, E-mail etc.	
5)	Name & details of Directors/Partners/ Proprietor	
6)	Company Profile with year of establishment	
7)	Income Tax No.	.
8)	Names of the Bankers with address	1. 2. 3.
9)	Turnover of the company. Please provide the details for the last 3 years ending March 31, 2022. (Certified copies of audited/self attested Balance financial year Sheet and profit & loss account statement to be enclosed) (in Lacs) (in INR	2021-2022-Rs. 2020-2021-Rs 2019-2020-Rs.
10)	Details of the work executed by the firm during last 5 Financial years (only those works to be mentioned that qualify the prequalification criteria). Copies of Satisfactory work certificate obtained from employers to be enclosed.	Annexure C to be filled up.

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.

Seal and Signature of the Bidder/s.

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 organization & year of Incorporation.	
4.	Correspondence address with contact person, name, telephone number, mobile number, E-mail etc.	
5.	Name & details of Directors/Partners/ Proprietor	
6.	Company Profile with year of establishment	
7.	Details of offices	
8.	Whether registered with Registrar of Companies, if so, number & date	
9.	Registration with tax authorities (with copies of 3 years IT Returns)	2021-2022-Rs. 2020-2021-Rs 2019-2020-Rs.
10.	Income Tax No.	.
11.	GST No	
12.	Names of the Bankers with address	1. 2. 3.
13..	Turnover of the company. Please provide the details for the last 3 years ending March 31, 2022 . (Certified copies of audited/self attested financial year Balance Sheet and profit & loss account statement to be enclosed	2021-2022-Rs. 2020-2021-Rs 2019-2020-Rs.
14.	Details of the work executed by the firm during last 5 Financial years (only those works to be mentioned that qualify the prequalification criteria). Copies of Satisfactory work certificate obtained from employers to be enclosed.	Annexure C to be filled up.

Signature of the Bidder with Seal

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	Work Order Ref No & Date	Contract Period	Contract Value (In Rs Lacs)	Copy of work order and Performance certificate enclosed	Remarks

Signature of the Bidder with Seal

ANNEXURE D

PAST PERFORMANCE

Names along with address and telephone numbers of two organization for whom work done in the past and who are in a position to certify the past performance of your firm

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

Signature of the Bidder with Seal

ANNEXURE E

ORGANIZATIONAL SET UP AND TRAINED MAN POWER AVAILABLE

Sr.No.	Name	Employee Code	Qualification	Experience	Works done	Employed with your firm since	Any other information

Signature of the Bidder with Seal

ANNEXURE F

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

Year	Award for/Against Applicant	Name of Client	Cause of Litigation	Disputed Amount	Actual Award Amount

Signature of the Bidder with Seal

ANNEXURE G
LIST OF EQUIPMENTS & MACHINERIES

SNo.	Name of Equipment	Description

DECLARATION

1. All the above information furnished by me /us here above is correct to the best of my knowledge and belief.
2. I/we have no objection if enquiries are made about the work listed by me /us as above/in the annexures.
3. I/we agree that the decision of Punjab & Sind Bank in selection of the Service providers will be final and binding on me/us.
4. I/we have read the instructions appended to the pro forma and I/we understand that if any false information is detected at a later date, the empanelment/award of contract shall be cancelled at the discretion of the bank.

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 below: However equivalent materials and finished of any other specialized firms may be used , In case it is established that the brands specified below are not available in the market are subject to the approval of the alternative brand by the Architect.

S.NO.	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/Ambuja Pozzolona cement shall not be used.
4.	POLYSULPHIDE SEALANT	Pidiseal by M/S Pidlite INDUSTRIES Ltd., Fosroc, Shalimar
5.	WATER PROOFING COMPOUND	Cico , Fosroc, Dr Fixit,
6.	SHUTTERING PLYWOOD	Indian Green Century.
7.	TOUGHENED GLASS	Trutuf or equivalent
8.	GLASS/LACQUERED GLASS	Modi Float. St. Gobain., Ashai
9.	WIRED GLASS	6 mm thk. Wired glass manufactured by Hindustan Safety Glass Works Ltd. Calcutta, Or Vallabh Glass Works Gujrat./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, Sakarni, Birla,J.K
13.	PUTTY	Asian Paints., JK, Birla
14.	EXPANSION BOLTS FOR FIXING	Dash Fasteners of appropriate size by HILTI OR M/S. Dev Ashish Trades
15.	WINDOW HARDWARE	Hettich, Kaff, Ebco or Approved by Architect.
16.	CERAMIC TILES	Johnson, Somany, Kajaria ,
17.	VINYL FLOOR	Armstrong/ Rikvin , Wonder Floor.
18.	VITRIFIED TILES	Johnson, Somany, Kajaria

19.	GLAZED TILES	Johnson,Somany,Kajaria ,
20.	SPECIAL CERAMIC TILES	Saraswati Ceramics, other approved pottery in Delhi/Khurja or approved by architect
21.	HINGES AND DRAWER SLIDE	Kaff, Hettich, ozone (telescopic channel for drawer and key board and slide -on hinges for wooden cabinet shutters)
22.	LOCKS, HANDLES	Godrej, Dorset, Dorma, Aspa, or Approved by Architect
23.	DOOR CLOSERS, FLOOR SPRING AND HARDWARE FITTING	Dorma, Dorset, Ozone,
24.	ALUM, TOWER BOLTS,HARDWARE FITTING	Ebco, Everite, Sigma or Eq. Approved By Architect.
25.	MS SCREW	Nettle Fold,Crab
26.	M.S. PIPES (RAILING)	Jindal or Prakash.
27.	FLUSH DOORS	Duro, Century, Greenply, Archid
28	VENEER	Duro, Century, Green
29.	LAMINATE DECORATIVE LAMINATE	Archid, Greenlam, Century
30.	PLYWOOD, BLOCK BOARD ,	Duro, Century, Green, Archid.
31.	STRUCTURAL STEEL	Sail, Tisco, Jindal.
32.	TEXTURE TILES FOR FALSE CEILINGS / FIBER CEMENT BOARD	Armstrong,Everest Industries Ltd.
33.	WOOD	Teak 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, Lafaarz., St. Gobain
37.	HEAT REFLECTIVE FILM	Garware, 3M,
38	ADHESIVE	Fevicol SH, Century, Vemicol,Jivanjor
39.	TILE ADHESIVE	Unitile, Roff Chemicals, Kajaria.
40	MIRROR	Atul, Jolly, Modi Guard
41.	G.I.PIPE AND FITTINGS	Tata, Jindal, Appolo, Unik,
42.	CENTRIFUGALLY CAST (SPUN) IRON SOIL WASTE & VENT PIPE & FITTINGS	JayaswalNeco (Nagpur), 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, Parko ,Parryware

48.	SANITARY WARE	Hindware, Parryware, Jaguar, Hindustan Sanitary Ware,
49.	STAINLESS STEEL SINK	Diamond , Nirali, Jayna, Nilkanth,
50.	SANITARY FITTINGS VISIBLE	Jaguar, Grohe OR Equivalent ISI Make
51.	PVC,U.P.V.C PIPE	Supreme, Prince, Astral, Finolex or Equivalent ISI Make
52.	CI BRASS LA PIPES	Electro Steel, Kesoram or approved
53.	STONE WARE PIPES	Bhaskar, Anand, ISI marked of approved quality
54.	R.C.CPIPES	ISI marked of approved quality
55.	LOFT TANK	Syntax, Uniplas, Ploycom
56.	CI PIPES & WORK	Neco, RIF,SIF,BIS OR Equivalent ISI Make
57.	Anti termite	Thiddan (35 E.C.), Dursban – 20 TC, Trishul
58.	GATE VALVES	Leader, Zoloto
59.	PLASTIC W.C SEAT COVER	Commander, Diplomant
60.	GUN METAL VALVE(FULL WAY CHECK &GLEBE Valves)	Leasde,Sant, Zoloto
61.	C.I VALVE (FULL WAY CHECK & GLEBE VALVES	Kirloskar, Leader, Zoloto
62.	CPVC	Prince, Astral, Finolex , Supreme,
63.	READY MIX CONCRETE	Acc, Ultratech, Rmc India ,Lafarge
64.	ACRYLICSOILDSURFACETHERMOFORMED	Dupont,LG, Avonite
65.	CHAIRS/SOFA	Godrej,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 mark)

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

24	AMMETER/VOLTMETER	A.E/ Indotech or approved equivalent
25	INDICATION LAMPS/PUSH BUTTON	L&T/ Schneider/Vashino,Concord,Siemens
26	CAPACITOR	L&T/ Siemens/ Neptune
27	TERMINAL BLOCKS	Elmex/Wago/Connect-Well
28	CURRENT TRANSFORMER	AEP/ Kappa/ Inditech
29	SELECTOR SWITCH	Kaycee/L&T/BCH/Areva/ABB
30	BUS BAR	Jindal/ Indalco/ Century
31	LT CABLES/CONTROL CABLE	Skyton/ Finolex/polycab /Gloster all FRLS
32	SWITCH SOCKET/METAL CLAD SOCKET	Legrand , Anchor Roma , Havells as approved by Architect
33	CABLE TRAY	Pilco/ Needo, Slotco, Venus,EraOntrolSyatem
34	HUNGS	Dowels or approved equivalent
35	CONNECTORS	ELMEC/Delcity/Waytek
36	CABLE GLAND	Stripwell/ Commet/ Siemens,Gromet,PowerEngg.
37	MV PANEL (TTA)	Siemens Cpan/ ABB R2K/ Schneider Blockset
38	GI CONDUIT	BEC/ AKG/ Steel Craft
39	MOTORS	Siemens/ ABB/ Crompton
40	PVC PIPE	Finolex/ Prince/ Supreme
41	ELECTRICAL PANEL	Krypton/Risha/KEPL, Era Control System /SPT Switchgears /Eva` Engineers
42	G.I PIPE	Tata/Jindal/Bhusan
43	Earth Leakage Circuit	Hager/ Legrand/ Merlin Gerin
44	FIRE ALARM SYSTEM	System Sensor/ Edwards/Appolo/Agni
45	Data Components	AMP/ Systmatics/legrand
46	ANY OTHER ITEMS	Sample to be approved by engineer in- charge
47	ACCESS CONTROL SYSTEM/ CCTV System	Brivo/Honeywell/Dats/Lenel/Tyco/Siemens
48	Door Phone	Panasonic/Zicom/Solus(Secure)
49	Reader	Brivo/HID
50	Smart / Proximity Card	Brivo/HID
51	CAPACITOR BANKS	L&T/ SIEMENS/ALSTOM
52	PVC INSULATED COPPER CON-DUCTOR STRANDED CONTROL WIRES OF 1100 V GRADE	Finolex/ Polycab /Havells/ RR Cables all FRLS
53	COPPER LUGS HEAVY DUTY	Dowells
54	MEASURING METERS	Automatic Electric/Kappa/Enercon
55	DIGITAL METERS & KWH METERS	SECURE/L&T/ENERCON
56	PUSH BUTTONS	L & T/Siemen/ABB

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

In the event of the materials of makes called for are not available and alternative makes are ap- proved (by the consultant) for incorporation in the work, the rates quoted shall be suitably amended based on the price variation between the specified makes and alternative makes on the day the alter- native makes are accepted.