

# **PUNJAB NATIONAL BANK**



**(Open Tender)  
Request for Proposal (RFP)  
For onsite monitoring & management of critical  
equipment installed in Data Centre at Sansad Marg  
Building.**

**Information Technology Division**

Head Office, 5 Sansad Marg,

New Delhi - 110 001

Tel: (011)-23765468

<b>TABLE OF CONTENTS</b>		
<b>S.No.</b>	<b>SUBJECT</b>	<b>Pg</b>
1	GENERAL TENDER DETAILS	3-5
2	INTRODUCTION &PURPOSE OF THE RFP	6
3	SCOPE OF WORK	7-12
4	INSTRUCTIONS TO BIDDERS	13-23
5	TERMS AND CONDITIONS (ANNEXURE I)	24-31
6	SPECIAL CONDITIONS	32-37
7	UNDERTAKING FROM THE BIDDER (ANNEXURE-II)	38
8	ELIGIBILITY CRITERION OF BIDDER (ANNEXURE-III)	39-40
8	BIDDERS INFORMATION (ANNEXURE-IV)	41
9	COMPLIANCE STATEMENT (ANNEXURE-V)	42
10	PERFORMANCE CERTIFICATE ( ANNEXURE-VI)	43
11	LITIGATION CERTIFICATE (ANNEXURE-VII)	44
12	UNDERTAKING FOR NON- BLACKLISTED (ANNEXURE – VIII)	45
13	TURNOVER CERTIFICATE (ANNEXURE – IX)	46
14	LABOUR LAW COMPLIANCE (ANNEXURE – X)	47
15	COMMERCIAL OFFER ((ANNEXURE – XI)	48
16	PERFORMA FOR THE BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (ANNEXURE – XII)	49-50
17	INTEGRITY PACT(ANNEXURE – XIII)	51-57
17	CHECKLIST (ANNEXURE – XIV)	58

**GENERAL TENDER DETAILS****RFP for onsite monitoring & management of critical equipment installed in Data Centre at Sansad Marg Building**

1.	Date of commencement of Bidding Process.	18/04/2020
2.	Last date and time for sale of Bidding Documents	08/05/2020 upto 1600 Hrs
3.	Last date and time for receipt of queries from bidders for Clarifications	21/04/2020 upto 1700 Hrs
4.	Date of Pre-Bid Meeting	22/04/2020 at 1500 Hrs
5.	Last date and time for Online Bid Submission [ Both Technical & Commercial Bid] (or Hash submission)	08/05/2020 upto 1600 Hrs
6.	Last date and time for Bid Re-Encryption	From 08/05/2020 1701Hrs to 11/05/2020 1400 Hrs
7.	Last date and Time for submission of technical supporting document (Hard Copy)	From 08/05/2020 1701Hrs to 11/05/2020 1400 Hrs
8.	Date and Time of Technical Bid Opening	11/05/2020 at 1600 Hrs
9.	Place of Submission of Bids	The Asstt. General Manager Punjab National Bank, IT Procurement Department, I.T. Division, HO: 5 Sansad Marg, New Delhi 110 001
10.	Place of opening of Bid	Punjab National Bank, Information Technology Division, 2nd floor, HO, 5 Sansad Marg, New Delhi – 110 001
11	Address for communication	As above Tel: (011) 23765468
12.	Cost of RFP	<b>Rs.5000/-+ 18 % GST*(Non-refundable)</b> should be submitted <b>online only</b> in favour of Punjab National Bank before last date of bid submission in the following account: IFSC Code : PUNB0399900 Bank & Branch : Punjab National Bank, Sansad Marg, New Delhi -110 001 Account No. <b>0153002200175673</b> (16 digits) Imprest account – HO IT Division *MSE bidder is exempted from payment of cost of RFP if bidder can furnish requisite proof subject to the satisfaction of Bank. However Traders/ Sole Agents/ Distributors etc. are excluded from this relaxation.
13.	Earnest Money Deposit	<b>Rs.1.00 Lakh</b> should be submitted online before last date of bid submission or in the form of Bank Guarantee (BG) in favour of Punjab National Bank, IT Division payable at

		<p>New Delhi. BG should be valid up to 6 months from the last date of submission.</p> <p>IFSC Code : PUNB0015300</p> <p>Bank &amp; Branch : Punjab National Bank, Sansad Marg, New Delhi -110 001</p> <p>Account No. <b>0153002100572949</b> (16 digits)</p> <p>Imprest account – HO IT Division</p> <p>*MSE bidder is exempted from payment of Earnest Money Deposit if bidder can furnish requisite proof subject to the satisfaction of Bank. However Traders/ Sole Agents/ Distributors etc. are excluded from this relaxation.</p>
14.	Contact to Bidders	<p>Interested Bidders are requested to send the email to <a href="mailto:rbpankaj@pnb.co.in">rbpankaj@pnb.co.in</a> &amp; <a href="mailto:rohitraina@pnb.co.in">rohitraina@pnb.co.in</a>, containing following information, so that in case of any clarification, the same may be issued to them: (a) Name of Bidder, (b) Contact person, (c) Mailing address with Pin Code, (d) Telephone No., Fax No., Mobile No. (e) e-mail etc.</p>

**Note:**

1. All the interested Bidders, who have not registered earlier with e-procurement site(<https://etender.pnbnet.in>), would have to register with our e-procurement site. Bidders to ensure to get themselves registered timely, at least Two working days before the Hash submission date, to avoid last moment issues.
2. Bidders are advised to go through Bidders Manual available on <https://etender.pnbnet.in> for registration and submission of tenders. If approval of registration is pending at Bank's end, Bidders should immediately contact Bank's Helpdesk on telephone No. 011-23765468 or email us at [eprocurement@pnb.co.in](mailto:eprocurement@pnb.co.in)
3. Bidders are required to strictly submit their bids in electronic form using the e-procurement system at <https://etender.pnbnet.in> by using their digital certificates of class II and above (both encryption and signing). Bidders are advised to keep digital certificates(or tokens) ready at time of submission of bid. Use of Digital Certificate is mandatory for participation in e-tendering process. Bidders should ensure that Digital token has not expired or corrupted at the time of e-tendering process.
4. Bidders are advised to go through Bidders Manual for Browser settings and Java settings required for participation in the bid. Follow each & every step mentioned in Bidder Manual. If bidder still faces any problem, he/she should immediately contact Bank Helpdesk on telephone No. 011-23765468 or email us at [eprocurement@pnb.co.in](mailto:eprocurement@pnb.co.in).
5. Bids received after closing of the bid in the e-procurement system will be auto-rejected by the system. Please note that **HASH SUBMISSION and BID RE-ENCRYPTION** is a mandatory activity, failing which Bank will not accept the hardcopy of Technical bid.
6. The indicative commercial bids to be submitted online only.

7. Bidders should submit bids well before time rather than waiting for last moment to avoid any technical glitches or networking issues etc. at their end.
8. If bidder is shortlisted to participate in Reverse Auction (RA), Demo for Reverse Auction will be conducted a day before RA, if bidder requests for the same. Further, Demo for Reverse Auction will only be provided to bidders who have accepted the Base price (i.e. Terms & Conditions of the reverse auction).
9. If bidder is participating in the Reverse Auction, it is advised that Bidders place their bids well before time rather than waiting for auction end time to avoid any last minute glitches (or any network issues or internet response issues etc.) occurring at Bidder's end. Bidders may keep refreshing auction page to ensure that they are connected to server (via internet).
10. Bidders are requested to use a reliable internet connection (data cable/ broad band) to safeguard themselves. Bank is not responsible for telephone line glitch, internet response issues, hardware hangs etc., at bidder's end.
11. If Bidders have any queries, they may call us at Helpdesk Telephone No 011-23765468 from 10.00 am to 05.00 pm (except Sundays and Bank holidays).

## **1. INTRODUCTION:**

Punjab National Bank (PNB) has taken many IT initiatives. Bank has Computerized 100% of its branches and has implemented a Centralized Banking Solution (CBS) with Data Centre at New Delhi and Disaster Recovery Site at Mumbai. The centralized Banking Solution covers all the 11000 plus Service Out-Lets (SOLs), which are connected to the Data Centre and DRS through an Enterprise Wide Network. The mode of connectivity to the branches/offices is a combination of Leased Lines, ISDN Lines VSATs, Radio Links, PSTN and other forms of connectivity, which may emerge in the near future.

Punjab national Bank also have a setup for Exchange, Alternate Delivery Channels services like Internet Banking, ATM, POS, Payment gateway, Mobile banking, Kiosks etc. Besides these services, there are interfaces with applications and networks used by different institutions like NPCI, MTNL, Customs, RBI, CIBIL, NSDL and other institutions wherever required. Applications from multiple vendors for different internal requirements of Bank are also in use. All the applications are having DRS setup.

To Secure the Network, Communications, Systems, Application software, Data bases, Data, Information etc. and to ensure the availability of resources including the network to authorized users without any disruption or degradation, the bank is looking forward for supply, installation, managing a robust security framework as per the Information Security standards.

The Enterprise Wide Network is maintained by Bank's Network Integrator and the security measures are already enforced at various levels (Application Security, Network Security, Database Security, OS Security, Access Controls, Physical Security etc.). All these security measures are in place in congruence with the Bank's Information Security Policy, Business Continuity & Disaster Recovery Plans & various other regulatory compliances.

## **2. PURPOSE OF THE RFP:**

In order to ensure up-time solution on 24x7, smooth functioning of various infrastructure is of paramount importance for Data Centre, namely, UPS, Precision ACs, Fire Alarm System, Biometric Access Control System, CCTV, Diesel Generator Set, Raw Power Supply, Rodent Repellent System etc. Without ensuring smooth functioning of the equipment one cannot guarantee 100% up-time solution on 24x7 basis. Hence, for making the equipment functional round the clock & smoothly, bank needs to outsource the job of onsite monitoring/management of above stated critical Infrastructure like UPS, PAC, Electrical Equipments etc from Reputed Organization, having vast experience in the field of onsite monitoring/management services.

Punjab National Bank invites bids (Technical bid and Commercial bid) from eligible bidders for onsite monitoring & management of critical equipment installed in Data Centre at Sansad Marg Building as per requirements mentioned in the RFP. This invitation of Bids is open to all bidders having presence in India provided bidders fulfill the minimum qualification criteria as mentioned in bid document (Annexure-III).

**Please note that any deviations mentioned anywhere in the Bid Document will not be considered and evaluated by the Bank and the bid will be summarily rejected and no further clarification will be sought.. Bank reserve the right to reject the bid, if bid is not submitted in proper format as per RFP.**

### **3. SCOPE OF WORK:**

On-Site monitoring of Critical Infrastructure/electrical equipments installed in the Data Centre at PNB Sansad Marg New Delhi.

Electrical equipments, such as Lighting, Distribution Boards, ACB panels, related to Normal, Emergency, Uninterrupted power Supply (UPS), Precision Air conditioning & its electric supply and its out- put points, cables, wires, circuits & its protection system etc.

The job to be carried out is as under.

1. Ensuring immediate follow up with respective AMC vendors of UPS, Precision ACs, CCTV System, Access Control System, Rodent Repellent System, Fire detection/alarm/fighting System(FM 200 etc.) and electrical systems etc. for timely attending preventive maintenance schedule and getting the faults (if any) rectified for 100% uptime of critical equipments on 24x7 basis.
2. To meet on an agreed time table as per respective manufacturer recommendations, submit monthly service performance reports to demonstrate that the infrastructure facilities at the premises are being maintained as required by bank.
3. Providing, evaluation & Suggesting best technical solutions based on the existing electrical set up for improving the Energy Efficiency & implementing the best practices.
4. Understand and analyze the product performance on periodic basis and provide the technical recommendation.
5. To review service performance reports and deal with any item that is identified as abnormal, faulty or defective and may result in interruption of service.
6. To support and confirm to bank change control processes and procedures.
7. Manage all situation of escalation in a professional manner to satisfactory conclusion.
8. Back up support of staff, having adequate skill, to attend site for familiarity. The person deputed during leave arrangement should be well educated and conversant with the site requirements well in advance to ensure continuity of service performance.
9. Coordinate, supervise and carry out all maintenance works at site
10. To maintain and manage the critical systems Service Level arrangements with of the respective Service Providers.
11. Where new equipment or systems are installed, supervise installation and maintenance work conducted by external vendors.
12. Respond to emergency calls from bank, provide site attendance within the call-out time, and take all the necessary corrective actions to restore the service within the (minimum) downtime.
13. Where the repair work has impact or risk of services interruption, escalate immediately to bank to schedule appropriate time for carrying the necessary corrective actions.

14. Ensure, maintain and update all standard labeling of all critical systems infrastructure equipment and components.
15. Provide calibrated testing equipment and instruments like Multi meter. Clamp Meter, infrared gun for temperature & humidity measurements, Insulation cum Earth Resistance Megger & tools etc. as necessary for collecting all the relevant information about electrical and air conditioning and other equipments parameters.
16. Provide a key account engineer as a single point of contact and comprehensive name list of all persons. This list will include full contact details and shall be checked and updated on a quarterly basis.
17. Bank got the power audit of Data Centre Server room on half yearly basis; the contractor will have to make all arrangement for auditing and for redress to get all the observation regarding faults with respective agency within the schedule time frame.
18. General housekeeping surroundings of the critical equipments.

### **REPORTING SYSTEM**

19. Monthly reports will be submitted at the time of submitting their monthly bill as per bank's requirements. Record of daily readings will be maintained for Audit trail.
20. Daily update of formats designed for the site. Reports on consumption and feeders load to be maintained.
21. Update of formats with approval of Facility Management as per requirements.
22. Monthly power consumption reports/ Preventive maintenance reports of complete system.
23. Proper files of all official data's manual, test certificate, drawings etc. to be maintained.

### **SERVICE LEVEL COMMITMENTS**

24. The contractor/ their representative (Sr. technical official higher than the staff deployed at site) shall conduct regular inspections at least ONCE IN A MONTH preferably 1<sup>st</sup> week of month and submit their report along with monthly report & Monthly bill for systems covered under equipment list at the premises and to check the records maintained by their staff and take any corrective measures for improving onsite monitoring for both site.
25. To attend immediately, any breakdowns, faults or defects noticed by them/ reported, necessary corrective measures are to be taken to restore the services including replacement of defective parts/components and simultaneously to take up with the respective AMC vender & reporting it to Bank officials.
26. To monitor the power availability to critical load and provide the records of the same.

### **ELECTRICAL SYSTEM**

- 27.** Ensuring Continuous Electricity supply to server room areas at 2<sup>nd</sup> & 3<sup>rd</sup> floor, which includes Data Centre, NOC, RRB, Data Warehouse ,other areas where critical servers



are installed, including workstations area at , basement , Ground floor, 1st, 2<sup>nd</sup> , 3<sup>rd</sup> floor and 4<sup>th</sup> floor

28. Monitoring voltage fluctuation, in case of voltage fluctuation noticed in the Panels, PDUs immediately coordinate with staff of AMC Contractor of Sub Station and keep the track of reading of all critical parameters.
29. Monitoring the Earthing resistance i.e. neutral as well as body earthing of all electrical equipments and monitoring of ground current.
30. General Lighting and all electrical complaints of IT Division on various floors housed inside building.
31. Monitoring of all critical equipments (UPS, PAC etc) readings and logging reading on hourly basis.
32. Monitoring of all critical equipments during & after power outage time General check up of all the lighting & power systems ensuring power supply to all emergency lightings and critical equipments.
33. Attending day-to-day breakdowns /complaints of electrical power lighting of server areas , including ITD related workstations in the building on all electrical services, logging the daily activities, breakdowns, maintaining logbooks, submitting reports, coordination with the vendors.
34. Monitoring requirement of any new power points in the server rooms & work station area related to ITD.
35. Replacement of the defective lamps & electrical spares at the cost of bank.

## **UPS SYSTEM**

36. Regular monitoring of UPS systems which are providing alternate source of power supply to critical servers installed in the building.
37. Hourly recording details such as total load, current, voltage, & temperature etc. as recommended by manufacturer including monitoring of temperature around the UPS and battery bank area.
38. In case of any alarm message displayed over the display window of the UPS, action shall be taken immediately for removal of the problem simultaneously to take up the matter with respective AMC vender. The problem & remedial action shall also be brought to the notice of designated officials of Facility Management of bank. Separate record of critical parameters and alarm message should be kept & the same shall be made available when required by the authorities.
39. Monitoring & maintaining records of the battery backup, leakage in batteries include Periodical cleaning of battery banks. Replacement of the defective batteries at the cost of bank.
40. Ensuring timely preventive maintenance as per manufacturer recommendations through AMC vendors awarded by bank.

## **DIESEL GENERATORS**

41. To ensure regular follow up with DG operator for knowing the daily status of DG Sets for providing emergency electric supply & informing the same to the bank Engineer.

## **PRECISION AIRCONDITIONING SYSTEM**

42. General check up of complete Air-conditioning system and operations also in the server room area.
43. General maintenance for proper working as per manufacturers recommendations.
44. Attending day-to-day breakdowns on all electrical services, logging the daily activities, which includes recording of minimum/maximum temperature, humidity level, breakdowns, maintaining logbooks, submitting reports, coordination with the vendors.
45. Logging the records of all critical parameters, which also includes record of alarm message displayed over the display window. The hard copy shall be preserved and shall be made available when required by authorities.
46. Checking of air-flow level & uniformity of air circulation. Monitoring and cleaning of their filter the health of the Window, Split, Cassette & Duct AC units installed at the Ground Floor, 1<sup>st</sup> floor, second, third floor & 4<sup>th</sup> floor server room & their related work stations.
47. Ensuring timely preventive maintenance through AMC vendors awarded by bank for proper working as per manufacturer's recommendations.

## **MONTHLY ROUTINE MAINTENANCE**

### **48. MAIN POWER DISTRIBUTION PANELS, DISTRIBUTION BOARDS:**

- i. Checking the health of the breakers, ensuring the tripping conditions and setting the general conditions of contact and performance of the breakers and logging the records.
- ii. Cleaning inside and outside of the panel.
- iii. Ensuring regular checking / monitoring of loose connections & heating of power cables, removal of spare cables, and replacement of waste cables in the building including server room.
- iv. Checking for continuity and total earth resistance and ensuring their values and logging their readings.
- v. Proper checking & maintenance of complete earthing system and its values/records.
- vi. Checking all control connections, cable connections, indicators and their tripping systems and logging the records.

### **50. GENERAL LIGHTING & EMERGENCY SERVICES.**

- i. General cleaning, maintenance on connections and up keeping the systems.
- ii. Logging the records
- iii. Preparing power consumption details, monthly reports, breakdown details of equipments, coordinating with the vendors and entities for proper maintenance and up-keeping.

## **51. ROUTINE/PREVENTIVE MAINTENANCE**

- i. The contractor will ensure timely preventive maintenance of the critical system, like UPS, Precision ACs, unitary & Package AC unit through AMC vendors awarded by bank for their smooth functioning.
- ii. The contractor has to perform timely preventive maintenance of the all the electrical panels & UPS DBs and logging of parameters. The contractor has to find the details of unidentified UPS DB loads.
- iii. Ensure availability of drawing of all panels including the Basement Sub-station, server rooms / UPS input, output panels and Power Distribution Boards (Raw/UPS) & the drawing should be displayed at the conspicuous place.
- iv. Monitoring of earth resistance, ground current, & ensuring their values and maintain record of the same. Proper maintenance of earthing of the Basement, ground floor & 3<sup>rd</sup> floor area data centre related area.
- v. The contractor has to perform the job of monitoring power consumption and should take corrective measures to reduce power consumption.

### **ANNEXURE “A”**

List of critical equipments installed in the building

#### **1. UPS**

<b>Company / make</b>	<b>Qty</b>	<b>Positioned at</b>	<b>Rating (each)</b>
Schneider Electric	4	Ground Floor	300 KVA
Emerson Network Power	2	Data Ware House	250 KVA
Emerson Network Power	4	Sub-station, Basement	300 KVA

#### **2. *Precision Air Conditioned Units***

<b>Company / make</b>	<b>Qty</b>	<b>Positioned at</b>	<b>Rating (each)</b>
Emerson Network Power	4	Data Ware House	20 TR
Climaveneta	3	Old Data centre	12 TR
Climaveneta	4	NOC Server room	12 TR
Emerson Network Power	2	Basement UPS Room	8.5 TR
Climaveneta	1	NOC switch room	12 TR
Climaveneta	1	Video wall room	12TR
Emerson Network Power	2	Basement Battery Bank	5.5 TR
Uniflair/Schneider Electric	5	Data Centre	12 TR
Uniflair/Schneider Electric	1	RRB	12TR

Climaveneta	2	RRB	12TR
-------------	---	-----	------

**Other Window, Split, Cassette & Duct AC units installed at the Ground Floor UPS room, 1st floor, second & third floor server rooms, SOC area & work stations.**

**c) Uptime requirements**

100% Uptime solution on 24 X 7 basis.

**d )Onsite technical support requirement.**

<b>Supervisor</b>	<b>1 Nos. General Shift including Sunday and holidays</b>
<b>Electrician Semi Skilled</b>	<b>4 Nos. in Three shifts including Sunday and holidays</b>
<b>Air-conditioning Mechanic</b>	<b>4 Nos. in Three shifts including Sunday and holidays</b>
<b>Helper</b>	<b>1 nos. General Shift including Sunday and holidays</b>

**Technical Qualification of staff to be deputed :-**

<b>Designation</b>	<b>Qualification</b>	<b>Experience</b>
SUPERVISOR	Diploma in electrical Engineering	Minimum Five years' experience in monitoring and maintaining works related to Data Centre equipment like operation and maintenance of UPS System, PAC, H.T. /L.T. electrical etc. related to Data Centre
ELECTRICIAN	ITI in electrical/ electronics Trade	Minimum three years experience in operation and maintenance of electrical / and air conditioning equipments etc. in a multistoried office building/round the clock functioning industry/Data Centre. Experience in Data centre is preferred.
MECHANIC	ITI in Mechanic/ Refrigeration /Mech. Instrument Trade	Minimum three years experience in operation and maintenance of air conditioning equipments / electrical etc. in a multistoried office building/round the clock functioning industry/Data center. Experience in Data centre is preferred.
Helper	minimum Tenth pass	Minimum three years experience in helping for operation and maintenance of air conditioning equipments / electrical etc. in a multistoried office building/round the clock functioning industry/Data center. Experience in Data centre is preferred.

**Vendor must submit documentary evidence in respect of all above mentioned criteria while submitting the proposal duly attested. Proposal of bidder who do not fulfill the above criteria or who fail to submit documentary evidence thereon would be summarily rejected.**

## **INSTRUCTION TO BIDDERS**

### **1. POWER OF ATTORNEY/AUTHORIZATION LETTER OR RESOLUTION COPY**

In case of company, Board Resolution in favour of authorized person and Power of Attorney/Authorization letter in case the authorized person delegates authority to another person of the company to sign the Bid documents is to be submitted with bid documents.

### **2. COST OF BIDDING**

The Bidder shall bear all the costs associated with the preparation and submission of their bid and Punjab National Bank, hereinafter referred to as "Purchaser" or "Bank", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### **3. BIDDING DOCUMENT**

The Bidder is expected to examine all instructions, forms, terms and conditions in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidders' risk and may result in the rejection of its bid without any further reference to the bidder. Bidder should submit the bid strictly as per RFP failing which bid will be treated as non-responsive and will be liable for rejection.

### **4. LANGUAGE OF BIDS**

The bids prepared by the bidder and all correspondence and document relating to the bids exchanged by the bidder and PNB or amalgamated entity, shall be written in English.

### **5. AUTHENTICATION OF ERASURES/ OVERWRITING ETC.**

Any inter-lineation, erasures or overwriting shall not be valid and it will lead to rejection of bid without quoting any reason.

### **6. AMENDMENT OF BIDDING DOCUMENTS**

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Documents through amendments at the sole discretion of the Bank. All amendments shall be uploaded on the Bank's websites (<https://etender.pnbnet.in>) and will be binding on all those who are interested in bidding in order to provide prospective Bidders a reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids. Bidders are required to go through the any subsequent amendment/Corrigendum/clarifications meticulously and submit their queries, if any, at least 2 working days before the hash submission date to avoid any last minute issues.

## 7. VALIDITY OF BID DOCUMENT

Bid shall remain valid for 12 months from last date of submission of bid prescribed by PNB or amalgamated entity. A bid valid for shorter period shall be rejected by the purchaser as non-responsive.

## 8. LATE BID

Any bid received by the Bank after the deadline for submission of bid will be rejected.

## 9. BID CURRENCY

Prices shall be expressed in the Indian Rupees only.

## 10. BID EARNEST MONEY

Bidder has to submit the Bid Earnest Money (EMD) of **Rs. 1.00 lakh**, which may be submitted in the form of online deposit or Bank Guarantee (BG) favoring PUNJAB NATIONAL BANK, IT DIVISION New Delhi and filling all the details as per specified Performa at **Annexure-XII**. The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than Punjab National Bank. The BG should have a validity of 12 Months from the last date of submission of bid with a claim period of further one year. The BG should be submitted at the time of bid submission. MSME bidder is exempted from payment of EMD if bidder can furnish requisite proof subject to the satisfaction of Bank.

In case of unsuccessful bidder, EMD will be returned either on completion of tender process or within one month of disqualification of the bidder, as per Bank's discretion. No interest will be payable on EMD amount. The EMD will be returned to the successful bidder upon submission of Performance Bank Guarantee and no interest will be payable on EMD amount.

### Details for online payment:

**IFSC Code:** PUNB0015300

**Bank & Branch:** Punjab National Bank, Sansad Marg, New Delhi -110001

**Account No. 0153002100572949** (16 digits) Imprest account – HO IT Division

**(Proof of the transaction (printout) to be submitted along with the bid documents).**

## 11. BIDDING PROCESS (TWO STAGES)

For the purpose of the present job, a two stage bidding process will be followed. The response to the present tender will be submitted in two parts:

- Technical bid
- Commercial bid

The bidders will have to submit the technical bid in Bank's e-procurement system as well as in hard copy and commercial bids in only online form through Bank's e-procurement system. All

documents/letters, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).

**a) TECHNICAL BID**

The Technical bid must be submitted in hard bound file in a sealed envelope superscribing “Technical Bid response against RFP for **onsite monitoring & management of critical equipment installed in Data Centre at Sansad Marg Building.**”& also online. Unsealed envelopes will not be accepted. TECHNICAL BID will contain all the supporting documents regarding eligibility criteria, scope of work, Technical aspects, Compliance statement and Terms & Conditions etc. mentioned in the RFP, and should not contain any pricing or commercial information at all. Technical bid documents with any commercial information will be rejected.

In the first stage, only TECHNICAL BIDs will be opened and evaluated. Bids of only those bidders would be evaluated further who comply with all the eligibility criteria's mentioned in the tender . Only those bidders confirming compliance to all the terms & conditions of RFP document and Technical functionalities shall be short-listed for commercial stage.

**b) COMMERCIAL BID**

In the second stage, the COMMERCIAL BID of only those bidders will be opened, who will comply with all the eligibility criteria's and will confirm compliance to all the terms & conditions of RFP document and Technical functionalities in the Technical Evaluation Stage. **(Annexure-XI)**

**12. Pre-Bid Meeting & Pre-Bid Queries.**

Bidders/OEMs are required to submit pre-bid queries, within the stipulated timelines as given in the General Tender Details, through mail (In excel format only). Bidders/OEMs are also required to bring hard copy of the same queries on their letter head, duly signed and stamped by their authorized signatory. **Queries not submitted in hard copy will not be responded.**

Sr.No.	RFP Page No.	RFP Clause Name & No.	RFP Clause	Bidder's Query/Suggestion/Remarks

The queries submitted before pre-bid meeting and submitted in hard copy as mentioned above, will only be discussed in the pre-Bid meeting and their subsequent responses will be uploaded onto Bank's websites.

Only two persons per bidder/OEM will be allowed to attend the Pre-Bid meeting provided they have authorization letter from competent authority to attend the pre-bid meeting from their company. Bidders/OEM attending the pre-bid are also required to submit a copy of their I-card issued by their company.



**No person shall be allowed to attend the Pre-Bid meeting without Proper Authorization letter from their Company and without their Official ID Cards issued by their company.**(Any other ID proof such as PAN, DL or Aadhar card will not be accepted)

Bidders are required to go through the RFP and any subsequent Corrigendum's/clarifications meticulously and submit their queries timely to avoid any last minute issues.

### **13.SUBMISSION OF BID**

Bidders are required to strictly submit their bids in electronic form using the e-procurement system at <https://etender.pnbnet.in> by using their digital certificates of **Class II** and above (both encryption and signing). All the interested bidders should register themselves in the e procurement system <https://etender.pnbnet.in> for submitting the bids online, if they have not done earlier. The RFP document and further corrigendum, if any can also be downloaded from Bank's websites [www.pnbindia.in](http://www.pnbindia.in) & <https://etender.pnbnet.in>. Bids received after closing of the bid in the e-procurement system are summarily rejected without any reason.

**The commercial bid should be submitted online only.**

All the Annexures and bid documents are to be uploaded in pdf format during the online bid submission and the same along with technical supporting documents should be submitted manually before the final date & time of bid submission at the following address.

The Asstt. General Manager  
Punjab National Bank,  
IT Procurement Department,  
I.T. Division, HO: 5 Sansad Marg,  
New Delhi 110 001

The hard copy of the technical bid to be submitted should contain all the required annexures in original. Bidder to ensure submission of bid strictly as per the requirement of the RFP. **Kindly do not submit any extra documents/certificate which are not required.** At the time of physical submission of bid, bidder has to show acknowledgement e-mail received after completion of the bid submission in proof of having submitted the bid online.

### **14.DEADLINE FOR SUBMISSION OF BID**

Bids must be submitted not later than the specified date and time mentioned in the Bid Document. If the specified date of submission of bids being declared a holiday for the Purchaser, the bids will be received up to the specified time in the next working day. The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Purchaser and bidders, previously subject to the deadline, will thereafter be subject to the deadline extended. All the correspondence should be addressed to Bank at the following address.

The Asstt. General Manager  
Punjab National Bank,  
IT Procurement Department,  
I.T. Division, HO: 5 Sansad Marg,  
New Delhi 110 001

Please note that **HASH SUBMISSION and BID RE-ENCRYPTION** is a mandatory activity, failing which bidder will not be able to submit the bid. For details you may visit our e-Procurement Site <https://etender.pnbnet.in>. **Kindly also note that hard Copy of Technical Bid will be received only after successful Hash Submission and Online bid Re-encryption.**

## **15.MODIFICATION AND/OR WITHDRAWAL OF BIDS**

Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder. In case of any deviation in the bid submitted in Online portal and the hard copy bid, the one submitted online will be considered and will be evaluated.

## **16.CONTACTING THE PURCHASER**

Any effort by a bidder to influence the Purchaser in evaluation of the purchaser's bid, bid comparison or contract award decision may result in the rejection of the Bidders' bid. Purchaser's decision will be final and without prejudice and will be binding on all parties. Bidders are also advised not to indulge in any unnecessary meetings or communications with Bank Officials. Any information necessary for the bidders will be communicated to them through e-mails.

## **17.TERMS AND CONDITIONS OF THE BIDDING FIRMS**

The bidder has to accept all terms and conditions of the Bank and should not impose any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank.

## **18.LOCAL CONDITIONS**

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

## **19.PURCHASERS RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS**

The Purchaser reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for the purchaser's action. The Purchaser reserves the right to accept or reject any technology proposed by any bidder.

## **20.OPENING OF BIDS**

The Date, time and location of bid opening is as per the tender schedule. Any change in Date, time or location of bid opening will be communicated to the participating bidders through e-mail.

The technical bids will be opened in the presence of representatives of the bidders who choose to attend. In the event of the specified date of bid opening being declared a holiday for purchaser, the bids shall be opened at the specified time and place on next working day.

## **21. CLARIFICATIONS OF BID**

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the bidder for clarification and response shall be submitted in writing, duly signed & stamped by the authorized signatory and no change in the price or substance of the bid shall be sought, offered or permitted. The clarification and response received from bidder will be subsequently part of bid submitted by that bidder.

## **22. PRELIMINARY EXAMINATION**

The Purchaser 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.

- Arithmetical errors will be rectified as follows:
- If there is any discrepancy in total amount and multiplication of unit rate and Multiplication factor, unit rates will prevail and the total amount shall be recalculated on the basis of Unit rate and multiplication factor.
- If there is any discrepancy between words and figures, the amount in the words will prevail.
- AMC/ATS amount, if asked for in specified range, and quoted under or beyond the specified range, would also be recalculated.

The bid determined as not substantially responsive will be liable for rejection by the purchaser and may not be made responsive by the bidder by correction of the non-conformity. The decision of the Bank in this regard will be final.

**The purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any bidder.**

## **23. REVELATION OF PRICES**

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

## **24. EVALUATION AND AWARD CRITERIA**

After opening of the technical bids, all the documents and annexure (except commercial documents/offer) will be evaluated first by the Bank.

### **First Stage: (Technical Evaluation)**

1. Bid document must be submitted in a single hard bound file. (No loose pages must be submitted). All pages of the Bid Document must be serially numbered and must be properly signed by the authorized signatory and stamped by Bidder's Official seal. All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party. All documents, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).
2. All third party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/authenticity of any third party document may make the bid liable for rejection.
3. Technical bid opening will be done in presence of authorized representatives of all the bidders (if they choose to be present) who have submitted technical bid successfully (both online & in Hard Bound File) within the stipulated time lines set by the Bank.
4. First of all, the RFP Cost and EMD of all bidders will be verified. If any RFP Cost/EMD is not found in order, that bidder will be declared ineligible for further participating in the tender process.
5. After that technical bids will be evaluated based on the eligibility criteria defined in the RFP document. Bids complying with all the eligibility criteria and confirming compliance to all the terms & conditions of RFP document would be further evaluated on technical parameters.
6. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for further process.
7. PNB or amalgamated entity will determine to their satisfaction whether the bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of PNB or amalgamated entity will be final in this regard.
8. The Bank reserves the right to accept or reject any product/ item/ technology/ module/ functionality proposed by the bidder without assigning any reason thereof. The Bank also reserves the right to reject any Bid, in case any of the Technical Specification is not in compliance to Bank's requirement. Decision of the Bank in this regard shall be final and binding on the bidders.

**Second Stage: (Commercial Evaluation)**

In the second stage, the COMMERCIAL BID of only those bidders will be opened who will comply with all the eligibility criteria and confirm compliance to all the terms & conditions and technical specifications of the RFP document.

1. The commercial bids shall be opened in the presence of shortlisted bidders, if they choose to be present. The intimation of time and place of opening of commercial bids will be informed separately to the shortlisted bidders only. If the shortlisted bidders or their duly authorized representatives are not present, the commercial bids will be opened in their absence. No information regarding the Commercial opening will be provided later to the bidders who did not attend the commercial opening, neither telephonically nor through mail.
2. After opening of commercial bids as above, commercial evaluation & verification of the bids will be done by the Bank. Any arithmetic errors will be rectified as per clause 22 Preliminary Examination.
3. The bidders will be required to quote for all the items required by the Bank.
4. **Price Variation Factor**
  - i) "If a bidder quoting higher prices, higher by more than 40% as compared to the average quoted prices (of all technically qualified bidders) for all items in aggregate, the same bidder shall not be called for reverse auction process". If due to such price variation factor, a bidder is not found eligible to be called for reverse auction and only one bidder is left commercially eligible, in such a situation, Bank reserves the right to negotiate with the L1 bidder.

The L-1 price and L-1 vendor will be decided on the basis of least quoted price as per commercial bid and derived after conducting reverse auction.

## **25. REVERSE AUCTION**

Bank will hold Reverse Auction in the event of two or more bidders are commercially eligible. Final Item wise price shall be arrived after Reverse Auction. The procedure for the same is available on our e-procurement website. Reverse Auction/s will be conducted on mandatory items only (**Table-A of Indicative Commercial bid format Annexure XI** ). Base Price, Bid decrement value will be as per Bank's Discretion and will be communicated to all commercially eligible bidders only for seeking acceptance.

- a. If the commercially eligible bidders do not accept the base price and bid decrement value fixed by the Bank within the stipulated time given by the Bank, in such a situation Bank reserves the right to disqualify that/those bidder(s) from further RFP process.
- b. After giving the acceptance by bidder(s) for the base price and decrement value, if the bidder(s) do not login in Bank's E-Auction portal during the Reverse Auction or refuse to participate in Reverse Auction at any time thereafter, then the bidder(s) will automatically get disqualified for further RFP process.
- c. During the course of Reverse Auction if eligible bidders accept the base price and do not place any bid below the accepted base price after logging into the Reverse Auction portal, then out of these bidders, the one who has quoted least total price in Table-A of Indicative

Commercial bid format (Annexure X) shall be treated as L1 bidder and Bank reserves the right to further negotiate with L1 bidder and finalize the final prices.

In case of any situation where Bank is left with only one eligible bidder, then Bank reserves the right to negotiate with that bidder and final Item wise price shall be arrived.

## **26.CONTACTING BANK OR PUTTING OUTSIDE INFLUENCE**

Bidders are forbidden to contact Bank or its Consultants on any matter relating to this bid from the time of submission of commercial bid to the time the contract is awarded. Any effort on the part of the bidder to influence bid evaluation process, or contract award decision may result in the rejection of the bid. The bidder shall not indulge in pressing for any unnecessary meetings with the bank officials. Any communication whatsoever will be done through official emails

## **27.CANCELLATION OF BID/ BIDDING PROCESS**

PNB or amalgamated entity reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for its action.

## **28.DELAY IN THE SUPPLIER'S PERFORMANCE**

The performance of the services shall be made by the bidder in accordance with the terms and conditions mention in the RFP. Any delay will attract penalty in terms of RFP.

## **29.GOVERNING LAW AND DISPUTES**

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the Arbitration and Conciliation Act 1996, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of courts at Delhi.

The bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, obtained. The venue of the arbitration shall be Delhi.

## **30.USE OF CONTRACT DOCUMENTS AND INFORMATION**

The bidder shall not, without the Banks prior written consent, make use of any document or information provided by the Bank or otherwise except for purposes of performing contract. Successful bidder will have to sign Bank's approved Non-Disclosure Agreement (NDA).

### **31.CONFIDENTIALITY**

The bidder shall not, without the written consent of the Bank, disclose the contract or any provision thereof, any specification, or information furnished by or on behalf of the Bank in connection therewith, to any person(s).

The bidder shall not, without the prior written consent of the Bank, make use of any document or information except for purposes of performing this agreement.

### **32.PATENTS RIGHTS**

The supplier shall indemnify the purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.

- The supplier shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.
- The supplier shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible therefore, including all expenses and court and legal fees.
- The Bank will give notice to the Supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.
- The Supplier shall grant to the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use software (and other software items) provided by the supplier, including-all inventions, designs and marks embodied therein in perpetuity.

### **33.ASSIGNMENT**

The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser's prior written consent.

### **34.FORCE MAJEURE**

Notwithstanding the above provisions, the successful bidder shall not be liable for penalty or termination for default if and to the extent that it's 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 bidder and not involving the bidders' fault or negligence and not foreseeable. Such events may include, but are not restricted to, war or revolution and epidemics. If a force majeure situation arises, the bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the bidder shall continue to perform its

obligation under the contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event.

### **35. NON DISCLOSURE**

By virtue of Contract, as and when it is entered into between the Bank and the successful bidder, and its implementation thereof, the successful bidder may have access to the confidential information and data of the Bank and its customers. The successful bidder will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following:-

- That the successful bidder will treat the confidential information as confidential and shall not disclose to any third party. The successful bidder will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
- That the successful bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the successful bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the successful bidder shall use reasonable efforts to advise the Bank immediately in the event that the successful bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the successful bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.
- That if the successful bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.
- That the successful bidder will strictly maintain the secrecy of Bank's data.



**TERMS AND CONDITIONS****1. SIGNING OF CONTRACT**

The successful bidder(s) shall mandatorily enter into a Service Level Agreement (SLA), Non-Disclosure Agreement (NDA) and integrity Pact (IP) with Bank, within 30 working days of the award of the tender or within such extended period as may be permitted by the Bank. The letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions shall be contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract. If the contract is not signed within the given period (30 working days), the EMD will be forfeited after a grace period of 15 working days.

The bidder has to accept all terms and conditions of the Bank and should not impose any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank.

**2. DURATION OF CONTRACT**

Initially for One year and extendable for next one year on same rate, or mutually agreed depending on the performance of the contractor.

Bank reserves right to cancel the contract at any time in case vendor fails to meet any of the requirements as mentioned in the RFP.

**3. PERFORMANCE BANK GUARANTEE**

The successful bidder has to submit the Performance Bank Guarantee (PBG), detailed as under:

- a) **The successful bidder will have to submit Performance Bank Guarantee amounting to 10 % of Total Purchase Order value, within one month of acceptance of purchase order & valid for a period of 1 year plus 1year from the claim period.**
- b) **The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than Punjab National Bank.**
- c) **The Performance Bank Guarantee will be furnished for due performance of the complete solution.**
- d) In case vendor submits any false information or declaration letter during the tender process or period of rate contract, Bank shall invoke the EMD/ Performance Bank Guarantee submitted by the bidder to recover penalty/damages. In case vendor fails to perform the contract, Bank shall invoke the Performance Bank Guarantee to recover penalty/damages.
- e) No interest on PBG will be paid by Bank.

#### 4. ACCEPTANCE OF ORDER (ORDER PLACEMENT)

Orders will be placed by the respective HO Division/Department. The vendor (successful bidder) shall have to accept and acknowledge orders within 21 working days from the date of work order placement. Bank has a right to cancel the order and forfeit the entire EMD amount if the same is not accepted within a period of 15 working days from the date of order, otherwise it will be considered as accepted.

#### 5. NOT ACCEPTANCE/ NON EXECUTION OF ORDER

In case the bidder shortlisted through this RFP process (hereinafter called “vendor”) refuses to execute the work, Bank will have all the rights to forfeit PBG. Bank also reserves the right to blacklist/debar the said vendor in such eventuality without giving any notice thereof in this regard for a period of further three years from the date of blacklisting/debarment.

#### 6. PAYMENT

1. The rates quoted in the tender shall be exclusive of GST. No escalation in rates will be allowed under any circumstances. Monthly Payments shall be made after deduction of Income Tax etc. and any other taxes as applicable within 15 days from the date of receipt of valid invoice along with following supporting documents:-

S. No.	Details of documents duly signed and stamped by successful bidder
1	Attendance sheet of deployed staff.
2	Wage sheet in Form-B duly signed by individual deployed staff.
3	Bank statement of individual deployed staff for particular months showing proof of date of transfer of payment and amount of payment.
4	Proof of amount paid towards EPF (share of individual employee i.e. contract manpower deputed by successful bidder).
5	Proof of amount paid towards EPF (share of employer i.e. bidder).
6	Proof of amount paid towards ESI (share of individual employee i.e. contract manpower deputed by successful bidder).
7	Proof of amount paid towards ESI (share of employer i.e. bidder).
8	Proof of amount paid towards bonus prior of Deepawali (once in a year, as per prescribed percentage and rule of Bonus Act 1965)./ Monthly Bonus if preferred by Bidder along with salary.
9	Letter of declaration consisting of compiling of making payment to deployed staff as per minimum wages Act as per Central Govt., deductions towards ESI & EPF as per Govt. rules and, different reports, register for the maintenance work done as per schedule given in tender.
10	Copy of other maintenance activity carried out within the billing period.

2. The successful bidder is bound to carry out the job as per the requirement of bank and as per the recommendation of OEM of the concerned equipment. For any damage to the

equipment/ bank asset on account of negligent conduct of staff, the contractor will have to compensate the bank.

**3. STAFF DEPLOYED BY CONTRACTOR FOR ELECTRICAL INSTALLATION:-**

a) The contractor shall deploy the minimum staff for Data Centre on daily basis including public holidays and Sunday as tabular below:-

Sr. No.	WORKMEN	General Shift	Morning shift	Evening shift	Night shift	Total
1	Supervisor (Mon-Sun)	1	-	-	-	1
2	Electrician (Mon-Sun)	-	1	1	1	3
3	AC Technician (Mon-Sun)	-	1	1	1	3
4	Helper (Mon-Sun)	1	-	-	-	1

Shift schedule will be as under:-

General Shift:-9:00AM to 5:30PM

A) Shift -6AM to 2PM

B) Shift -2PM to 10PM

C) Shift -10PM to 6AM

**Note :- Bidder shall quote for above said manpower considering weekly off to be provided to the manpower as per labour Act and they will have to consider reliever on their weekly off. In case Same Manpower utilized on weekly off , overtime shall be provided to the manpower.**

4. In case of shortage of staff on any day, penalty will be imposed as under:-

a) One day basic salary of technician or helper for absence plus Rs 500 as contractor penalty for not providing replacement for absent manpower. i.e for example if basic salary of technician per day is Rs 800 a total ( Rs800 + Rs 500 ) Rs1300 will be deducted from bill.

b) One day Basic salary of supervisor plus Rs. 750/- as contractor penalty for not providing replacement for absent manpower. i.e. for example if basic salary of Supervisor per day is Rs 1000 a total ( Rs.1000 + Rs750 ) Rs 1750 will be deducted from bill.

5. In case the person on duty found sleeping will be fined Rs. 500/- per occasion / per head. Amounts will be deducted from contractor's current monthly bill.

6. Non-wearing of uniforms, safety shoe shall attract a fine of Rs. 200/- per service / per head

7. 02 nos. sets, Uniform along with Safety shoes must be provided by contractor before deployment of staff at site.
8. In case of breakdown of any critical equipment on account of laxity on the part of contractor penalty will be imposed up to maximum 10% of annual contract value, as decided by the Bank's authorities.

**Bank reserves the right to Cancel the Work Order, Terminate the Contract, Forfeit the Performance Bank Guarantee and Blacklist the Vendor, in case the quality of services provided by bidder is not satisfactory**

## **9. SERVICE LEVEL AGREEMENT**

The selected vendor will also have to enter into a Service level agreement for Service Support and Maintenance of complete solution as per the terms and conditions of the RFP and covering the scope of work and technical requirements.

The non-delivery of any services or non-response or any breach of information will lead to penalty. The penalty is applicable in respect of non-delivery of services/ support as per the requirement of this RFP. The onsite engineers/representative deployed by the successful vendor will not claim any benefit from the Bank and any loss or damage to the Bank due to them will be the sole responsibility of the Vendor.

## **10. TAXES**

The rates quoted in Performa for Indicative Commercial offer should be inclusive of all taxes except GST. However, GST shall be paid to the bidder on actual basis at the rate applicable. The rate of applicable GST should be informed and charged separately in the invoice generated for supply of the product.

## **11. CANCELLATION OF PURCHASE ORDER**

After issuance of purchase order to successful bidder, Bank reserves the right to cancel the Purchase Order without giving any notice, for following reasons –

- a) Non submission of acceptance of order within 15 working days of placement of Purchase Order.
- b) Non submission of Performance Bank Guarantee within stipulated time as specified in the RFP.
- c) Non signing of contract within the time specified by Bank.

## **12. SIGNING OF PRE CONTRACT INTEGRITY PACT**

The bidder should submit Original Executed Integrity Pact along with the technical bid. The Integrity Pact must be executed on stamp paper of applicable value and must be signed by all the witnesses also. The Performa of Integrity Pact is as per Annexure-XIII.

### **13. DELAYS IN THE SUPPLIER'S PERFORMANCE**

Delivery of the goods and performance of the Services shall be made by the supplier in accordance with the time schedule specified by purchaser. Any delay in performing the obligation by the supplier will result in imposition of liquidated damages and/or termination of rate contract for default.

### **14. INDEMNITY**

The bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes (except GST) and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the Bank during the tenure of purchase order. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon.

In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine supplied by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to defend and / or to assist the Bank in defending at the bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank, Vendor ( successful bidder) will also assume full responsibility of any loss or damage caused due to any of their onsite engineer/representative.

### **15. TERMINATION OF CONTRACT**

The quality of services given by the bidder & performance of the services provided by the bidder will be reviewed monthly and if the services are not found satisfactory, the Bank reserves the right to terminate the contract by giving 30 days' notice to the bidder, including 15 days curing period. The decision of the Bank regarding quality of services shall be final and binding on the bidder. The Bank shall have the right to terminate/cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of 30 days, for any valid reason.

Notwithstanding anything contained hereinabove, the Bank reserves the right to terminate the contact at any time without assigning any reasons.

In case of termination of contract for the reasons that the services of vendor are not found satisfactory", the Bank shall be free to Blacklist the vendor thereby debarring them from participating in future Bids/Tender processes

## **16. GOVERNING LAWS AND DISPUTES**

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the Arbitration and Conciliation Act 1996, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of courts at Delhi.

The bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained.

The venue of the arbitration shall be Delhi. This is applicable to successful bidder only.

## **17. USE OF CONTRACT DOCUMENTS AND INFORMATION**

The supplier shall not, without the Bank's prior written consent, make use of any document or information provided by Purchaser in Bid document or otherwise except for purposes of performing contract.

## **18. PATENT RIGHTS**

The supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.

- ❑ **The supplier shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.**
- ❑ **The supplier shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible including all expenses and court and legal fees.**
- ❑ **The Bank will give notice to the Supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.**
- ❑ **The Supplier shall grant to the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use software (and other software items) provided by the supplier, including-all inventions, designs and marks embodied therein in perpetuity.**

## **19. ASSIGNMENT**

The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser's prior written consent.

## **20 CONTRACT BETWEEN BANK AND SHORTLISTED BIDDER**

The shortlist bidder shall be required to execute SLA (Service Level Agreement), IP (Integrity Pact) and NDA (Non-Disclosure Agreement) with the Bank.

## **21 PRINCIPAL TO PRINCIPAL RELATIONSHIP**

The employees engaged by the Vendor shall be deemed to be the employees of vendor only, and the Bank shall not be connected with the employment or the terms and conditions thereof in any way. The Vendor alone would comply with the statutory obligations and Labour Regulations/ Rules in this regard. None of the provisions of this Agreement shall be deemed to constitute a partnership between the parties hereto, and neither party shall have authority to bind the other except as specifically provided for hereunder. Neither party hereto is the agent of the other and there is no master-servant relationship between the parties. The relationship is on principal to principal basis.

The Vendor shall be responsible for payments of all statutory dues with respect to each of its personnel/employees engaged by it to render service under this Agreement with respect to each applicable Labour law, including, the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Payment of Bonus Act, 1965, the Employees' State Insurance Act, 1948, the Payment of Gratuity Act, 1972, the Maternity Benefit Act, 1961, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, etc. No dues/contributions under any labour legislations, as applicable, are payable by the Bank with respect to the Vendor's personnel/employees. The vendor will have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to personnel/employees of under applicable labour legislations.

## **22. LIMITATION OF LIABILITY**

Vendor's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for

- a) IP Infringement indemnity
- b) Bodily injury (including Death) and damage to real property and tangible property caused by vendor/s' gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the vendor that gave rise to claim, under this tender. Vendor shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Seal of Company:**

## **SPECIAL CONDITIONS:**

1. The contractor shall make payment to the staff as per Minimum Wages Act (central Govt.) on or before 07th day of every month. The contractor shall also give effect to any statutory variation in the wages and shall not have any claim on Bank in any manner whatsoever in

this regard. The contractor will have to make the payment by issuing Cheques / credit in the account of the workers after making payment to their staff, the contractor should give an undertaking that they have paid wages as per minimum wages Act.

<b>Calculation of Wages of per Person</b>		
Basic (As per Minimum Wages Central Govt.)	Rs A	(I)
DA (As per Minimum Wages Central Govt.)	Rs B	(II)
<b>Gross (Basic +DA) Rs A+B</b>	<b>Rs A+B</b>	(III)
EPF Employer	@ 13% on Gross (A+B)	(IV)
ESI Employer	@ 3.25 % Gross (A+B)	(V)
Bonus	@ 8.33 % Gross (A+B)	(VI)
Cost per month to bidder	Sum (III+IV+V+VI)	
<b>Deduction of Employee from above gross</b>		
EPF Employer	@ 12% on Gross (A+B)	
ESI Employer	@ 0.75 % Gross (A+B)	

**Note:-**

a) ESI, EPF & Bonus have been indicated in sample calculation is present deduction rates ,if there will be any change same will be implemented.

b) Basic and DA to be considered as prescribed by Government of India (Ministry of Labour & Employment Office of the Chief Labour Commissioner(C) New Delhi), latest Notification No. S.O. 188(E) (F.No.1/36(3)/2019-LS-II) dated 23<sup>rd</sup> September, 2019 latest amended notification dated 27/03/2019 and further any amendment from time to time during course of contract.

2.The bidder should also keep in mind the likely increase in the salary of the workers in future due to increase in DA and any other statutory increase. No escalations in rates will be allowed under any circumstances during currency of present agreement of 12 months.

**3 The rates quoted in the bid shall be firm throughout the contract period, include all charges of tools & equipments, labour conditions P.F, E.S.I., Bonus, contractor profit with revision of wages.**

4. Income-tax, Work Contract GST and any other statutory deduction as applicable will be deducted at source from the contractor's bill and will be deposited with the concerned Department as per rules.

5. The contractor must not assign the contract. He must not sub-let any portion of the contract except with the written consent of the Employer failing which the employer may rescind the contract and the security deposit shall stand forfeited and at absolute discretion of the employer.



6. The Bidder shall maintain and operate Data centre on round the clock basis throughout the year including Sundays and public holidays without any interruption.

7. The Bank reserves the right to reject any particular workmen/staff placed/employed under the contract with the Bank without assigning any reason.

**8. Before deployment of staff by successful bidder, he will submit the following before dealing Bank official:-**

- **Request letter on letter head for making entry gate pass / work permit along with list of man power is to be deployed with mobile nos.**
- **Two sets of Uniform (one set winter and one set summer) with safety shoes.**
- **03 nos. passport size photos**
- **Attested photo copy of educational qualification**
- **Attested photo copy of technical qualifications.**
- **Attested photo copy of experience certificate**
- **Personal Protective Equipment (gloves, Safety goggles, Safety helmet etc.)**
- **Tools for cleaning and maintenance of Plumber carpenter**
- **Identity Card issued from Company of successful Bidder**
- **First Aid box with kit and Bank account details**
- **Attested photo copy of one of the I.D. proofs.**

9. Successful bidder is responsible for any of the unlawful act of the staff deployed at site.

10. The bank has power to add, to omit from any works as described in the scope of work and intimate the same in writing but no addition, omission or variation shall be made by the contractor without authorization from the bank, and no variation shall vitiate the contract.

11. The bidder shall note that his tender shall remain open for consideration for a period of 90 days from the date of opening the tender.

12. The successful bidder shall confirm to the provisions of all local Byelaws and acts relating to the work and to the regulations etc. of the Government and local authorities.

13. The credentials of the staff/technician will be verified/checked as per bank's guidelines.

14. The successful bidder shall at the request of the Bank immediately dismiss from works any person employed thereon by him who may in the opinion of the bank be unsuitable or incompetent or who may misconduct him. Such discharges shall not be the basis of claim for compensation or damages against the Bank or any of their officers or employee.

15. The whole of the works included in the contract shall be executed by the successful bidder and the successful bidder shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor, shall take a new partner without written

consent of the bank and no subletting shall relieve the successful bidder from full and entire responsibility of the successful bidder.

16. In case of any dispute between bank & contractor, the decision taken by the Arbitrator who will be appointed by the bank will be final & binding to the contractor only the courts of Delhi shall have the jurisdiction to determine the same.
17. The workers will remain in the uniform and safety shoes duly provided by the contractor.
18. The Bidder should take all precautionary measures to ensure the safety of the workmen employed by it and the Bank shall not be responsible in case of any eventuality.
19. The contractor shall be responsible for settling any claim / compensation against all damages and accidents caused due to negligence on the part of his employees and keep Bank indemnified from any compensation / liability.
20. Daily attendance must be maintained by the contractor of each staff. Attendance records and their shift schedule shall be produced before the Deptt. Incharge. The leave arrangement shall be the sole responsibility of the contractor.
21. The successful Bidder shall be responsible for payment of overtime to its workmen in case the workman works more than the prescribed hours as laid down under the relevant central rule.
22. The successful bidder should keep the following Calibrated testing equipments and other material in the building for smooth working of Data centre: -

Sr.No.	Description of Instruments /material	QTY.
1.	Multi Meter (DC amp ranging 0.30 amp) can also be measured III. Earth Megger	1 No.
2.	Tong tester	1 No.
3.	Temperature Gun	1 No.
4.	Tool box	1 No.
5.	Electrical tester	1 No.
6.	Electrical shock chart	1 No.
7.	First aid box	1 No.
8.	Refrigeration charging manifold kit	1 No.
9.	Anemometer	1 No.
10.	Electrical Gloves 11 KV	2 Set
11.	CRC Can	1 Nos. Per Month
12.	Cotton cloth	30 Nos. Per month
13.	Insulation tape	Atleast 5 tape roll Shall be kept in stock apart from insulation tapes being used for day to day work.
14.	Ties	1 packet per month
15.	Tags	As and when required

16.	Stationary item such pens, pads , Cobra files , Marker, Highlighter etc.	As per need
	Any other Material/Tools required for smooth functioning of Data centre will be provided by Successful bidder.	

### 23. **Compliance of Laws:-**

a. The successful Bidder shall be responsible for fulfilling the requirements of all statutory provisions of all labour laws, rules & regulations and notifications issued there-under from time to time whether from Central or state or local bodies, at own cost and risk, in respect of personnel employed by the Bidder and will maintain necessary records as per statutory requirements. If due to any reason whatsoever PNB is made liable for any liabilities, it shall be payable by the Bidder to PNB and also, such liabilities shall be recoverable by PNB from dues payable to the Bidder and from security deposit of the Bidder with PNB. The Bidder shall pay and meet all expenses, arising out of or as a consequence of, various provisions in the aforesaid Acts and statues.

b. The successful Bidder shall issue statement of PF accounts to the workmen under intimation to PNB. A copy of the Statement of PF Accounts needs to be submitted to the PNB within the stipulated time limit as purported in the Act.

c. The successful Bidder shall be solely responsible as regards salary / wages and service conditions and terms extended by the Bidder to its employees/workmen and shall in that connection maintain requisite records and comply with all laws, enactments, rules, regulations and orders applicable to the Bidder and its employees/workmen in general and in particular, laws, enactments, rules, regulations and orders dealing with employment of Contract Labour, payment of wages/Compensation Contributions under the ESIC Act, 1948, Safety regulations, regulations relating to employment of female work force, security requirements and such other rules and regulations as may be applicable at hereafter.

**d. The wages paid by the Bidder to its employees / workmen shall be fair, and in no case, be less than the wages prescribed under the Minimum Wages Act, read with other relevant statutes, as prescribed by the Central Govt. from time to time. In case of any increase in the minimum wages as per Minimum wage Act during the currency of the contract, the bidder shall bear all increases in wages, within the contracted amount.**

**e. The successful Bidder shall be responsible for settlement of any claims/ dues, in case any of the Service Provider's employee/workman dies or sustains injury or damage or loss either to his/her person, or his/her property, in accordance with the provisions of law. The Bidder shall have to take necessary and relevant insurance coverage for all its employees/ workmen in this regard.**

f. The successful Bidder shall be responsible for payment of overtime to its workmen in case the workman works more than the prescribed hours as laid down under the relevant Central / State Rules.

g. It will be obligatory on the part of the successful Bidder to disburse monthly wages/wages to its workmen in bank account or in presence of Authorized Representative of PNB and obtain signatures on the attendance roll/wage disbursement register as per the relevant Act.

h. The Bidder shall take necessary safety measures and he/she is solely responsible for the safety of personnel engaged by him. The Bidder shall provide appropriate safety shoes, gloves, accessories, tools & tackles, safety belts, ropes etc. that would ensure safety against insects & snakes, dogs and electrocution to all his/her personnel working on site and ensure their cleanliness and upkeep.

#### **24. Safety And Labour Laws:-**

a) All safety and labour laws enforced by statutory agencies as well as by PNB shall be applicable in the performance of this Contract, and the Bidder shall abide by these laws.

b) The successful Bidder shall take all measures which are necessary and/or proper to protect the personnel, work and facilities, and shall observe all reasonable safety rules and instructions.

c) The successful Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

**d) The successful Bidder shall not engage/employ persons below the age of 18 years and not above 60 years of age.**

e) All liabilities, owing to injury/death due to negligence or miscommunication or during discharging regular work of the staff of the party/bidder, will be to the party/bidder and what so ever the work, in any case Bank will not be responsible for any liabilities of injury/death etc. It's the duty of successful party/bidder to guide the staff regarding safety measures.

f) All staff of the successful bidder while on duty should use adequate personal protective equipments.

The workmen shall execute the work as per latest IS code of practice of relevant equipments and follow the bank guidelines. The party/bidders staff has to follow the safety procedures & practices in electrical works as per IS and relevant guidelines. The contract shall take all precautions to avoid accident and causes of accident. He must be careful regarding safety during working of his staff in the premises.

#### **25. Responsibilities Of Successful Bidder:-**

The successful Bidder shall be responsible for maintaining all the statutory records and deposit the Govt. dues as per the norms specified. Further Bidder to ensure obtaining Labour License under Sec.12 of Contract Labour (R&A) Act as well as other Certificates / Licenses/permission/Registration etc. within 30 days of mobilizing services.

Welfare Facilities to be provided by successful Bidder to his staff:

- Uniform
- Safety equipments

- Tools for maintenance
- First-aid-box – this should contain the prescribed materials as per Rule 59 & latest standards.

**UNDERTAKING FROM THE BIDDER**

To  
The Asstt. General Manager  
I T Procurement Department  
Punjab National Bank  
I.T. Division, Head Office  
New Delhi

Sir,

**REG: RFP for onsite monitoring & management of critical equipment installed in Data Centre at Sansad Marg Building**

We submit our Bid Documents herewith.

We understand that

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form. Till such a formal contract is prepared and executed, this bid shall constitute a binding contract between us and bank.
- If our bid is accepted, we are responsible for the due performance of the contract.
- You may accept or entrust the entire work to one Bidder or divide the work to more than one bidder without assigning any reason or giving any explanation whatsoever.

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Yours faithfully

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**Eligibility Criteria for Bidders for Bulk Email Solution:**

The minimum pre- qualification criteria for the bidders are as under:

Sl.	Eligibility Criteria	Document to be submitted	Compliance (Yes/No)
1.	The bidder should be registered with Registrar of companies/firms in India at least 5 years	Certificate of incorporation or any other certificate of registration issued by competent authority from Government of India.	
2.	The bidder should have executed two similar type of On-site Monitoring & Management of critical infrastructure with Central / State Government, Public Sector Undertakings, Public/Private Sector Banks, Reputed Private organizations for a minimum period of 1 year during last 5 years as on Bid submission date.	Satisfactory Performance Certificate from the Clients strictly as per Annexure-VII. Or Copy of Work Order along with Confirmation Mail from the Client stating that the work order has been successfully executed. Or Copy of Work Order along with any other proof of execution.	
3.	The bidder should have in hand one similar type of contract (on-site Monitoring & Management of critical infrastructure currently with any Central / State Government, Public Sector Undertaking, Public/Private Sector Banks, Reputed Private organization. It should be currently serving for at least 6 months.	Satisfactory Performance Certificate from the Clients strictly as per Annexure-VII. Or Copy of Work Order along with Confirmation Mail from the Client stating that the work order has been successfully executed. Or Copy of Work Order along with any other proof of execution	
4.	The bidder should not be involved in any litigation which threatens solvency of company	Certificate from certified CA to be provided as per Annexure- 'VII'	
5.	Bidder should not have been blacklisted at any time by the Govt. of India/ Banks/ PSU /BFSI /Govt. Organizations in last 3 years in India. Self-Certificate/Undertaking is to be provided.	Undertaking to be provided as per Annexure-'VIII'.	
7.	The bidder should have a minimum average turnover of INR	Provide CA Certificate as per Annexure- IX and Audited	

	40 Lakhs (Rs. Forty Lakhs) per annum, for the last 3 financial years ( 2016-17,2017-18 & 2018-19) from onsite monitoring related to infrastructure .The bidder should have positive net worth during these financial years.	Financial statements (Balance sheet & Profit & Loss statement) for the last three (3) Financial years. The CA certificate provided in this regard should be without any riders or qualification	
8.	Labour Law Compliance	Undertaking to be submitted as per Annexure X.	
9.	The bidder should have sufficient technically qualified staff on their roll who will supervise the site on 24x7 (Details of staff and their certificate & profile to be submitted).	ESI and EPF records of last three months of manpower already on the roll of company to be submitted along with the bid.	

**NOTE:**

1. Bidder should submit detailed response along with documentary proof for all of the above eligibility criteria. The eligibility will be evaluated based on the bid and the supporting documents submitted. Bids not meeting the above eligibility criteria will be rejected.
2. Technical Evaluation will be done by Bank's technical evaluation committee and the decision of the committee will be final.
3. Bidders to submit relevant documentary evidence for all parameters mentioned.
4. Providing any wrong information by the bidder will result in disqualification of the bidder. The Bank may cross check above parameters by any means / during site visit.
5. All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party. All documents, addressed to the Bank, should be submitted in Original  
(No Photocopies will be acceptable).
6. All All third party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/authenticity of any third party document may make the bid liable for rejection.

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**



**BIDDER'S INFORMATION**

S. N.	Information	Particulars / Response			
1	Company Name				
2	Constitution				
3	Date of Incorporation				
4	Company Head Office Address				
5	Registered office address				
6	GST No.				
7	Whether MSME(quote registration no. and date of registration, copy to be attached)				
8	Bank Account Detail:Account Number, Account Name, IFSC, Bank Name				
9	Name, Designation, Tel. No, E-Mail of the authorized signatory submitting the RFP (Please enclose the copy of board resolution)				
10	Specimen Full signature				
11	Contact persons address, telephone number, mobile number, Fax Number, E-Mail ID. (give at least 2 contact persons details)				
12	Details of Service Support Center in Delhi/NCR	Complete Address: No. of Support Engineers: Contact Person (Name & No.): Email ID:			
13	Whether company has been blacklisted for service deficiency in last 3 years. If yes, details thereof.				
14	Any pending or past litigation (within three years)? If yes please give details	Yes/No/Comments (if option is 'Yes')			
15	Please mention turnover for last three financial years and include the copies of Audited Balance Sheet in support of it.	FY (Latest 3 years)	Turnover Rs.(in Cr)	Net Profit/Loss Rs. (in lacs)	Net Worth Rs. (in Cr)
		2016-17			
		2017-18			
		2018-19			

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Signature of Authorized Signatory with Seal of the Company

Name of Signatory: \_\_\_\_\_

Designation: \_\_\_\_\_

Email ID: \_\_\_\_\_

Mobile No: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Seal of Company

**COMPLIANCE STATEMENT**

**REG: RFP for onsite monitoring & management of critical equipment installed in Data Centre at Sansad Marg Building**

**DECLARATION**

**Please note that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. Bank reserve the right to reject the bid, if bid is not submitted in proper format as per RFP.**

<b>Compliance</b>	<b>Description</b>	<b>Compliance (Yes/No)</b>
Terms and Conditions	We hereby undertake and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of our bid).	
Scope of work and/ Technical Specification	We certify that the systems/services offered by us for tender conform to the Scope of work and technical specifications stipulated by you. (Any deviation may result in disqualification of our bid).	
RFP, Clarifications & subsequent Corrigendum/s , if Any.	We hereby undertake that we have gone through RFP, clarifications & Corrigendum/s issued by Bank and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of our bid).	

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company**

## PERFORMANCE CERTIFICATE

**To be provided on letter head of the issuing Bank / PSU/ BFSI / Organizations.**

The Asstt. General Manager  
IT Procurement Department  
Information Technology Division  
Punjab National Bank  
Head Office, 5 Sansad Marg  
New Delhi – 110 001

Sir,

**REG: RFP for onsite monitoring & management of critical equipment installed in Data Centre at Sansad Marg Building.**

This is to certify that M/s \_\_\_\_\_ has provided services related to monitoring & management of critical equipment installed at \_\_\_\_\_ since \_\_\_\_\_ till \_\_\_\_\_. The services offered by M/s \_\_\_\_\_ include \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

The services performed by M/s \_\_\_\_\_ during contract period are / were satisfactory.

The certificate has been issued on the specific request of the company.

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Bank**

## LITIGATION CERTIFICATE

**REG: RFP for onsite monitoring & management of critical equipment installed in Data Centre at Sansad Marg Building.**

**To be provided by Statutory Auditor/Chartered Accountant**

This is to certify that M/s \_\_\_\_\_, a company incorporated under the companies act, 1956 with its headquarters at, \_\_\_\_\_ is not involved in any litigation which threatens solvency of the company.

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of CA/Statutory Auditor**

**Name of CA/Statutory Auditor:**

**UDIN:**

**Designation:**

**Seal of Company**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**UNDERTAKING FOR NON- BLACKLISTED**

**To be provided on letter head of the Bidder's Company**

The Assistant General Manager  
IT Procurement Department  
Information Technology Division  
Punjab National Bank  
Head Office, 5 Sansad Marg  
New Delhi – 110 001

Sir,

**REG: RFP for onsite monitoring & management of critical equipment installed in Data Centre at Sansad Marg Building.**

We M/s \_\_\_\_\_, a company incorporated under the companies act, 1956 \_\_\_\_\_ with \_\_\_\_\_ its \_\_\_\_\_ headquarters \_\_\_\_\_ at, \_\_\_\_\_ do hereby confirm that we have not been blacklisted/ debarred by the Government / Government agency / Banks / Financial Institutions in India during last 3 years.

This declaration is been submitted and limited to, in response to the tender reference mentioned in this document

Thanking You,  
Yours faithfully,

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

## TURNOVER CERTIFICATE

**REG: RFP for onsite monitoring & management of critical equipment installed in Data Centre at Sansad Marg Building.**

### **To be provided by Statutory Auditor/Chartered Accountant**

This is to certify that M/s \_\_\_\_\_, a company incorporated under the companies act, 1956 with its headquarters at, \_\_\_\_\_ has the following turnover, Net Profit/Loss and Networth from its Indian sales & support related to e-Mail Solutions and /or SMS services in India. This information is based on the Audited Financial Statements for 2016-17 , 2017-18 and 2018-19.

Financial Year	Turnover (in Rs.)	Net Profit/Loss (in Rs.)	Net Worth (in Rs.)	Turn over from onsite monitoring related to infrastructure
2016-17				
2017-18				
2018-19				

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of CA/Statutory Auditor**

**Name of CA/Statutory Auditor:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**UNDERTAKING FOR LABOUR LAW**

**To be provided on letter head of the Bidder's Company**

The Assistant General Manager  
IT Procurement Department  
Information Technology Division  
Punjab National Bank  
Head Office, 5 Sansad Marg  
New Delhi – 110 001

Sir,

**REG: RFP for onsite monitoring & management of critical equipment installed in Data Centre at Sansad Marg Building.**

We \_\_\_\_\_ do hereby confirm that we comply with all the provisions under Labour Law guidelines issued by Government of India . We also confirm that we shall comply with all future applicable provisions of Labour Laws issued by Govt of India from time to time during contract period.

This declaration is been submitted and limited to in response to the tender reference mentioned in this documents.

Thanking You,  
Yours faithfully,

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**PERFORMA FOR INDICATIVE COMMERCIAL OFFER****PROCEDURE FOR FINALIZING L1 VENDOR:**

Table A:

Sr. No.	Description	Unit	Quantity	Rate per month (In Rs.)	Total rate annually (In Rs.)
1	Cost of Manpower required as per RFP	Month	12		

- L1 Cost & Bidder will be decided as per least total of Table A, after Reverse Auction is conducted as per Clause 25 of Instruction to Bidder.
- Bidders must quote for all the above items mentioned above in Table A online in the commercial bid, required by the bank. If the rate of any of the items is not quoted, bid will be rejected summarily as non-responsive.
- The multiplication factor as mentioned in the Commercial Bid Format is only indicative and for the purpose of deriving the Total Cost for determining the L1 bidder.
- The rates quoted in commercial bid should be inclusive of all taxes except GST. However, GST shall be paid to the bidder on actual basis at the rate applicable. The rate of applicable GST should be informed and charged separately in the invoice generated for supply of the product. TDS as applicable will be deducted from the payments.
- **Date:** \_\_\_\_\_
- **Place:** \_\_\_\_\_
- **Signature of Authorized Signatory**
- **Name of Signatory:**
- **Designation:**
- **Email ID:**
- **Mobile No:**
- **Telephone No.:**
- **Seal of Company:**



**PERFORMA FOR THE BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # Date  
 Punjab National Bank  
 Information Technology Division  
 5, Sansad Marg  
 New Delhi 110001

Dear Sir,

In accordance with your bid reference no. \_\_\_\_\_ Dated \_\_\_\_\_ M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ herein after Called 'bidder') wish to participate in the said bid for RFP for onsite monitoring & management of critical equipment installed in Data Centre at Sansad Marg Building.

**An irrevocable Bank Guarantee (issued by a nationalized / scheduled commercial Bank) against Earnest Money Deposit amounting to Rs. \_\_\_\_\_ Rupees (in words \_\_\_\_\_) valid up to \_\_\_\_\_ is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document.**

M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ has undertaken in pursuance of their offer to Punjab National Bank (hereinafter called as the beneficiary) dated \_\_\_\_\_ has expressed its intention to participate in the said bid and in terms thereof has approached us and requested us \_\_\_\_\_ (Name of Bank) \_\_\_\_\_ (Address of Bank) to issue an irrevocable financial Bank Guarantee against Earnest Money Deposit (EMD) amounting to Rs \_\_\_\_\_/- Rupees (in words \_\_\_\_\_) valid up to \_\_\_\_\_.

We, the \_\_\_\_\_ (Name of Bank) \_\_\_\_\_ (Address of Bank) having our Head office at \_\_\_\_\_ therefore Guarantee and undertake to pay immediately on first written demand by Punjab National Bank, the amount Rs. \_\_\_\_\_ Rupees (in words \_\_\_\_\_) without any reservation, protest, demur and recourse in case the bidder fails to Comply with any condition of the bid or any violation against the terms of the bid, Without the beneficiary needing to prove or demonstrate reasons for its such demand. Any Such demand made by said beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

This guarantee shall be irrevocable and shall remain valid up to \_\_\_\_\_. If any further extension of this Guarantee is required, the same shall be extended to such required period on receiving instructions in writing, from \_\_\_\_\_, on whose behalf guarantee is issued.

"Not withstanding anything contained herein above

Our liability under this Bank guarantee shall not exceed Rs \_\_\_\_\_ Rupees (in words\_\_\_\_\_).

This Bank guarantee shall be valid up to. We are liable to pay the guaranteed amount or any part thereof under this Bank guarantee only if you serve upon us a written claim or demand, on or before hours (Indian Standard Time) where after it ceases to be in effect in all respects whether or not the original Bank guarantee is returned to us."

In witness whereof the Bank, through its authorized officer has set its hand stamped on this \_\_\_\_\_ Day of \_\_\_\_\_ 2020 at \_\_\_\_\_

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Seal of Company**

**PERFORMA FOR INTEGRITY PACT**

To,  
The Asstt. General Manager,  
IT Procurement Department, HO: ITD  
Punjab National Bank,  
.....  
New Delhi

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

Dear Sir,

I/We acknowledge that Punjab National 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, failing 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 further 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 National 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 National Bank shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions 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 National Bank.

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at ..... on this .....day of .....2019.

## BETWEEN

Punjab National Bank is a Bank constituted under The Banking Companies (Acquisition & Transfer of Under-takings) Act 1970, having its Head Office at Sector 10, Dwarka, New Delhi-110075 and inter-alia a Branch Office/ Circle Office at \_\_\_\_\_ (Hereinafter referred as the Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and assigns)

AND..... (Name and Address of the Individual/firm/Company) Through..... Details of duly authorized signatory) (Hereinafter referred to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context here of include its successors and permitted assigns)  
Preamble

WHEREAS the Principal / Owner has floated the Tender for (.....Name of Work.....) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for .....hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s). AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

### **Article 1: Commitment of the Principal/Owner**

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If any information comes to the notice of the Principal/owner on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Asstt. General Manager Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

## **Article 2: Commitment of the Bidder(s)/Contractor(s)**

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and forthwith report the Principal/Owner about all suspected fraudulent act or corruption or Coercion or Collusion of any person connected with the tender process which it has knowledge or becomes aware any time, during the tendering process and throughout the negotiation or award of a contract.

2) The Bidder/Contractor commits himself/itself to take all measures necessary to prevent corruption. He/it commits himself/itself to observe the following principles during his/its participation in the Tender process and during execution of the Contract:

a) The Bidder/Contractor shall not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

b) The Bidder/Contractor shall not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

c) The Bidder/Contractor will not commit any offence under the relevant IPC/PC Act. Further the Bidder/Contract will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted Electronically.

3. The Bidder/Contractor of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder/Contractor of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

4. The Bidder/Contractor will, when presenting his/its bid, disclose any and all payments he/it has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
5. The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
6. The Bidder/Contractor will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment to the interests of Principal/Owner.
7. The Bidder/Contractor will not, directly or through any other person or firm use Coercive Practices against principal/owner and/or other bidder(s)/contractor(s). Coercive practices mean the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process.

### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder/Contractor, either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner at its discretion, is entitled to disqualify the Bidder/Contractor from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes after giving 14 days' notice to the contractor. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3) Criminal Liability: If any act/omission or conduct of a Bidder or contractor conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC/PC Act brought to the notice of the Principal/Owner, or if the Principal/ Owner has substantive suspicion in this regard, the Principal/Owner shall be at liberty to inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

(i) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

(ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or the contract, if already awarded, can be terminated for such reason. Principal/owner will be entitled to exclude the contractor from future tender/contract award processes for a period not exceeding three years.

(iii) Without prejudice to any other legal rights or remedies available to the principal under the relevant clauses of the tender document.

#### **Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

2) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.

3) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

4) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed

Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/ Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/ determined by the Competent Authority, Punjab National Bank.

## **Article 7-Independent External Monitor (IEM)**

1. The Principal/Owner has appointed competent and credible Independent External Monitor(s) (IEM) Shri. Raj Kumar Singh ( I.R.S. Retd.), email ID: [mrrajksingh@gmail.com](mailto:mrrajksingh@gmail.com) for this Pact in consultation with the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to MD& CEO, Punjab National Bank.
3. The Bidder/Contractor accepts that the IEM has the right to access, without restriction, to all Project documentation of the Principal/Owner including that provided by the Contractor. The Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub-Contractor's project documentation. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. In case of tenders having estimated value exceeding Rs 60 lakhs, the Principal/Owner will provide to the IEM sufficient information about all the meetings among the parties related to the Project and shall keep the IEM apprised of all the developments in the Tender Process.
5. As soon as the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of the Principal/Owner and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. However, beyond this, the IEM has no right to demand from the parties that they act in a specific manner, and/or refrain from action or tolerate action.
- 6) The IEM shall submit a written report to the MD & CEO, of the Principal/Owner within 6 to 8 weeks from the date of reference or intimation to him by the Principal/Owner and, should the occasion arise, submit proposals for correcting problematic situations.
- 7) The word "IEM" would include both singular and plural.
- 8) IEMs will not use or pass on any information or document provided to it regarding plans, technical proposals and business details for the purpose of competition or personal gains etc.

## **Article 8- Other Provisions**

1. This Pact is subject to Indian Law, place of performance and jurisdiction is place where office of the Principal/Owner, who has floated the Tender, is located.
2. Changes and supplements need to be made in writing.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.



5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

**Article 9- LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact. IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

..... (For and on behalf of Principal/Owner)

..... (For and on behalf of Bidder/Contractor)

**WITNESSES:**

1. .... (Signature, name and address)

2. .... (Signature, name and address)

Place:

Dated:

**.ANNEXURE – XIV****CHECKLIST**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Submitted (Yes/No)</b>	<b>Page No</b>
1.	Proof of RFP Cost		
2.	Proof of EMD		
3.	Terms and Conditions (Annexure-I)		
4.	Undertaking By The Bidder (Annexure-II)		
5.	Compliance To Eligibility Criteria (Annexure III)		
6.	Bidders Information (Annexure-IV)		
7.	Compliance Statement (Annexure-V)		
8.	Proforma for Performance Statement –Annexure VI		
9.	Litigation Certificate (Annexure – VII)		
10.	Undertaking For Non- Blacklisted(Annexure – VIII)		
11.	Turnover Certificate by CA(Annexure-IX)		
12.	Labour Law Compliance ( Annexure-X)		
13.	Certificate of Incorporation		
14.	Integrity Pact (Annexure – XIII)		
15.	Audited Balance Sheets & Profit & Loss Statements		
16.	Power of Attorney and Copy of Board Resolution		