



**TENDER DOCUMENT
FOR
ANNUAL CONTRACT for
Electrician –CUM–Supervisor-
cum- A C Operator–cum-D G
Set Operator,
HOUSEKEEPING /
MAINTENANCE and VARIOUS
SERVICES OF
ZONAL OFFICE BUILDING**

**AT
PUNJAB NATIONAL BANK
ZONAL OFFICE,
BHUBANESWAR**

**PUNJAB NATIONAL BANK
Zonal Office, Bhubaneswar
Plot No J-3, Jagamara, Bhubaneswar-751030
Phone:0674-2353057
mail: zobbsrgad@pnb.co.in**

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1. Bid Details

Sr.No.	Tender Ref No	NIT/ PNB/ ZOBBSR/2021/002
1	Name of the Tender	Annual contract for Supervising Housekeeping /Maintenance of Zonal Office Building, at Plot No. J/3, Jagmara, Bhubaneswar, 751030.
2	Date of commencement of Tender	01.07.2021
3	Last Date for seeking the clarification	07.07.2021 till 17.00hrs
4	Last date and time downloading tender	14.07.2021 till 15:00hrs
5	Bid Preparation and Hash	14.07.2021 till 15:00hrs
6	Close for Technical and Commercial Bid	14.07.2021 from 15:01hrs to 17:00hrs
7	Last Date for Bid Submission and re-encryption	16.07.2021 till 10:00 hrs
8	Last Date for Technical Bid Submission in Physical form	16.07.2021 till 10:00hrs
9	Technical Bid Opening	16.07.2021 at 10:01hrs
10	Commercial Bid Opening	Date will be intimated later
11	Place of opening of Bids	Punjab National Bank, Zonal Office Building, at Plot No. J/3, Jagmara, Bhubaneswar, 751030
12	Address for communication	Punjab National Bank, Zonal Office Building, at Plot No. J/3, Jagmara, Bhubaneswar, 751030
13	Estimated Cost	Rs.12.46 Lacs
14	Earnest Money Deposit	NIL. Bid Securing Declaration to be submitted as per Form B
15	Performance Security Deposit	3% of the value of the Awarded contract
16	Cost of Tender Document	<p>A non-refundable amount of Rs.5900/- (Rs. Five thousand nine hundred only) (Rs.5000+GST) through demand draft in favor of Punjab National Bank" payable at Bhubaneswar.</p> <p>Firms registered under MSEs would be exempted from submission of Tender fee/cost and from payment of earnest money, if bidder can furnish requisite proof subject to the satisfaction of Bank.</p>
17	Site for downloading the tender and hyperlink for E tendering portal	<p>https://www.pnbindia.in/Tender.aspx tender download document site.</p> <p>https://etender.pnbnet.in-etenderportalsite</p>
18	Contact of Bidders	<p>Interested Bidders are requested to send the email to zobbsrgad@pnb.co.in containing following information, so that in case of any clarification same may be issued to them. Name of company, contact person, Mailing address with Pin Code, Telephone No., Fax No. email address, Mobile No.</p> <p>CHIEF MANAGER(GSAD) PUNJAB NATIONAL BANK, ZONAL OFFICE, 1ST FLOOR OF BANK'S OWN BUILDING, PLOT NO-J3, JAGAMARA, BHUBANESWAR -751030. Tel No: 9425502028 e-mail: zobbsrgad@pnb.co.in</p>

Note:-

1) Technical Bids will be opened online as well as in physical form but Commercial bid will be opened online only; Bidders may view the details through their terminal using their e-procurement <https://etender.pnbnet.in> registration login.

2) Bidders, who have not registered earlier with e-procurement site, would have to register with our e-procurement site.

3) Bidder-encryption from bidder after close of technical and commercial bid from bank is mandatory failing which Bank will reject the bid summarily.

4) All the technical supporting & Tender documents duly signed and sealed on each page should be given in physical form only at the time of physical submission of bid, bidder has to show acknowledgement email received after completion of the bid submission in proof of having submitted the bid online.

2. EligibilityCriteria

This invitation of bids open to all contractors having presence in Bhubaneswar or khurdha and cuttack district of Odisha, who fulfill the eligibility criteria as mentioned below:-

S.No	Eligibility Criteria
1	<p>The firm should be proprietorship/partnership/Pvt.Ltd. /Ltd. Company. The proof of incorporation is to be submitted.</p> <p>The firm should have experience of having of providing housekeeping services in the offices in Multi story buildings of Central/StateGovernment/CentralAutonomousBody/CentralPublicSectorundertaking/CityDevelopmentAuthority/MunicipalCorporationofcityoffices.</p>
2	<p>The bidder should have successfully completed similar work of Annual Contract (complete 12 month contract period) for Specialized Housekeeping & Upkeep in the offices in Multistory buildings of Central/State Government/Central Autonomous Body/Central Public Sector undertaking/City Development Authority/Municipal Corporation of city offices during last 3 years ending 30/04/2021as under:</p> <p>Three similar completed works each costing not less than Rs.5.88 lakh. Or Two similar completed works each costing not less than Rs.7.35 lakh. Or One similar completed work costing not less than Rs.11.77 lakh.</p> <p>(‘Similar AMC work ‘shall mean Annual Contract of one year for Specialized Housekeeping & Upkeep in the offices in multi-story buildings of Central/State Government/Central Autonomous Body/Central Public Sector undertaking/City Development Authority/Municipal Corporation of city. At least one year duration of the AMC has to be completed to consider completion of one AMC)</p> <p>Work order and completion certificate from the client is to be enclosed with the bid.</p> <p>Components of work executed other than those included in definition of similar shall be deducted while calculating cost of similar work. Bidder shall submit abstract of cost of work in support of this.</p> <p>The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple interest of 7% per annum, calculated from the date of completion to the last date of receipt of application for tender.</p>

3	<p>The bidder should be a profit-making firm and having average annual turnover of minimum of Rs. 15 Lac for the past three years. The Balance sheet, P&L account for FY 2017-2018, 2018-2019 and 2019-2020 should be submitted along with tender.</p> <p>The multiplication factor of 7% per annum simple interest is not applicable on the Annual Financial Turnover Of figures.</p> <p>The firm should provide a copy of registration No. PF,ESI (Odisha State only),GST, PAN No.</p>
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4	<p>The Applicant should not have been black-listed/debarred from any Central/ State Government Department/Central Autonomous Body/Central Public Sector Undertaking/ City Development Authority/ Municipal Corporation of City formed under any Act by Central/ State Government and published in Central/ State Gazette/ Public Sector Banks etc. Further, similar eligible works should not have been carried out on Back to Back basis and the Applicant shall have to furnish undertaking as under. An undertaking in this regard is to be submitted to Bank by Bidder (on stamp paper of Rs.50/-), as below,</p> <p>Further that, if such a violation comes to the notice of the Bank, then I/we shall be debarred for bidding in PNB in future forever. Also, if such violation comes to the notice of the Bank before date of start of work, the Bank shall be at liberty to take suitable action at its own discretion."</p>
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Note:

- 1) Technical Bids shall be opened online as well as in physical form but Commercial bid will be opened online only; Bidders may view the details through their terminal using their e-procurement <https://etender.pnbnet.in> registration login.
- 2) Bidders, who have not registered earlier with e-procurements it, would have to register with our e-procurement site.
- 3) Bid encryption from bidder after closing of technical and commercial bid from bank is mandatory failing which will lead to rejection of the bid summarily.
- 4) All the technical supporting & Tender documents duly signed and sealed on each page should be given in physical form only 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.

3. NOTICE INVITING TENDER

Reg: Annual contract for Electrician-cum-supervisor-cum- A C Operator-cum-D.G.Set Operator, Housekeeping/Maintenance staff & Gardner of Zonal Office Building at Plot No. J/3 Jagamara, Bhubaneswar, 751030.

Online E-tenders are invited on behalf of Punjab National Bank from all contractors, who fulfill the eligibility criteria mentioned in the tender documents for **"Annual contract for Electrician-cum-supervisor-cum- A C Operator-cum-D.G.Set Operator, Housekeeping/Maintenance staff & Gardner of Zonal Office Building at Plot NO J/3,Jagamara, Bhubaneswar,751030.Odisha, against Payment of Rs.5,900/- (non-refundable towards cost of tender and i/c GST @ 18%), in envelope system containing Technical Bid. Tender purchase fee of Rs.5, 900/- may be submitted in form of demand draft in a separate envelope with bid securing declaration. (Commercial bid shall be submitted online only). No physical copy of commercial bid shall be submitted by bidder along with tender document.**

The Bidders intending to participate in this tender are required to get register on the bank's website i.e. <https://etender.pnbnet.in> register on the above mentioned website is mandatory.

As the bids of the Bidders have to be digitally signed by the digital certificate of the respective Bidder before submitting the bids online, the bidders are advised to obtain digital Certificates in order to bid for the tender.

The Tender Documents containing detailed terms & conditions can be downloaded online directly from the portal <https://etender.pnbnet.in> as per tender schedule attached and shall be submitted online.

All the bidders are required to submit Demand Draft in favor of Punjab National Bank, Bhubaneswar of Rs. 5,900/-towards the cost of tender document, failing which, the bids shall be summarily rejected.

Bidders may submit their queries regarding any technical clarification on email id: zobbsrgad@pnb.co.in before **07/07/2021 upto17:00Hrs.**

Standardized documents may be downloaded from the "Corrigendum/Addendums "section of the abovementioned portal up to **15:00 hrs on 14/07/2021** after clarification on queries. No deviation on the above will be by the bank there after.

Based on the clarification of conditions by the bank, the intending bidder will submit their unconditional acceptance on the prescribed format along with tender document.

Price bid of only those bidders shall be opened who bring their tender in line with requirements of tender documents and are acceptable to the bank and the bidder who do not submit the Tender cost & bidsecuring declaration in the form of DD,their tenders will be summarily rejected.

First Tender cost/bid securing declaration envelope will be opening if the hard copy of the same is received on time i.e. **up to 15:00 Hrs on 15/07/2021** only then technical bid will be opened online .Bid securing declaration is to be submitted physically by the bidder in the office of the Chief Manager, GSAD , PNB Zonal Office, Plot No J/3, Jagamara, Bhubaneswar, Odisha 751030 on or before **15:00 Hrs on 15/07/2021.**

The price bid of technically eligible bidder who meets the eligibility criteria stipulated in tender documents will be opened online in the presence of participated or representatives of participated bidders as per the schedule attached. Date for opening of commercial bids will be intimated later.

The Tenders shall be valid for a period of not less than 90 days after the date of opening of price bid online.

All disputes arising out of or in connection with this agreement shall deem to have arisen in Bhubaneswar and only the courts of Bhubaneswar shall have the jurisdiction to determine the same Last date for downloading the tender document (as per tender schedule).

- Last date for Bid Preparation and Hash Submission (as per tender schedule).
- Last date for Bid Submission (as per tender schedule).

Please note that bid preparation, has submission and bid encryption is compulsory activity, failing which bidder will not be able to submit the bids online.

For any further information/Queries please contact Chief Manager, GSAD, PNB Zonal Office, Plot No J/3, Jagamara, Bhubaneswar, and Odisha.751030 by email id zobbsrgad@pnb.co.in, over phone Ph: 0674-2353057, Extn-211.

The bank will not be bound to accept the lowest tender and reserves the right to accept/reject any or all the offers submitted in response to this advertisement without assigning any reason whatsoever.

Please Note that, on tendering procedure through the electronic tendering system refer to the Instructions for Using the Electronic Tendering System document available along with the tender documents on <https://etender.pnbnet.in>.

Bank will not be responsible for any failure of internet connection, connectivity etc. at bidder end.

The information contained in this tender document or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of the Punjab National Bank or any of their representatives, employees or advisors (collectively referred to as — Bank Representatives), is provided to Bidder(s) on the terms and conditions set out in this tender Document and any other terms and conditions subject to which such information is provided. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.

The purpose of this tender Document is to provide the Bidder with information to assist the formulation of their Proposal. This tender Document does not purport to contain all the information each Bidder may require. This tender Document may not be appropriate for all persons, and it is not possible for the Bank Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this tender Document.

The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant for Bidder under any law, statute, rules or regulations or principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the tender document and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, how so ever caused arising from reliance of any Bidder upon the statements contained in this tender document.

The Bank Representatives may in their absolute discretion, but without being under any obligation to do so, The Bank Representatives may in their absolute discretion, but without being under any obligation to do so, The Bank Representatives may in their absolute discretion, but without being under any obligation to do so, The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding Document. Failure to furnish all information required by the bidding Document or to submit a Bid not substantially responsive to the bidding Document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

The Bank Representatives may in their absolute discretion, but without being under any obligation to update, amend or supplement the information in this tender document.

Addenda/Corrigendum

PNB may issue an Addendum/Corrigendum from time to time and at any time prior to the Closing Date.

An Addendum/Corrigendum may be issued to clarify the tender document or to effect modifications to the tender document, including the Scope of Work and Agreement to be entered into with the successful bidder. Each Addendum/Corrigendum upon issue will form part of this tender document.

To the extent there is any inconsistency between an Addendum/Corrigendum and this tender document, the Addendum/Corrigendum will prevail and if between two or more Addenda/Corrigendum, the last issued Addendum/Corrigendum will prevail.

CHIEFMANAGER

4. LETTER SUBMITTING TENDER

To,
Chief Manager
Punjab National Bank
Zonal Office
Plot No J/3, Jagamara
Bhubaneswar, Odisha 751030

NAME OF WORK: Annual contract for Electrician-cum-supervisor-cum- A C Operator-cum-D.G.Set Operator, Housekeeping/Maintenance staff of Zonal Office Building at Plot No J/3, Jagamara, Bhubaneswar, Odisha.

Sir,

1 Having visited the site and examined the conditions of contract, General terms & conditions and nature of the job, schedule of quantities for the above named works, we submit our offer for the above job in terms the conditions of contract, specifications and bill of quantities for the sum stated in bill of quantities of this Tender Document or such other sum as may be ascertained in accordance with the said conditions of contract.

2 We have independently considered the amount of penalty to be levied in case of loss of any kind due to laxity on our parts as per general terms & condition here to and agree that it represents a fair estimate of the loss likely to be suffered by us.

3 We agree to abide by this tender for the period of 90 days from opening of commercial bid or extension there of as required by the Bank from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

4 We confirm the rates as referred in the agreement or general conditions of contract given or summarized in the appendix here to, to which we give our consent and agree to abide by the same.

5 If this tender is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract agreement in the prescribed form. Unless and until a formal agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding contract between us.

6 We understand that if our tender is accepted, we are to be jointly and severally responsible for the due performance of the contract.

7 We understand that you are not bound to accept the lowest or any tender you may receive and may reject all or any tender, accept or entrust the entire work to the Contractor without assigning any reason or giving any explanation what so ever.

8 I/we agree to carry out the work with due diligence and in time bound manner.

9 As required by you, I/we are submitting herewith the tender documents duly filed in and signed by us at each page in token of our acceptance of the provision in the tender documents.

Date:-

For: _____
Signature, (Name)

5. SCOPE OF WORK

For Housekeeping/Maintenance

A. AREA COVERED FOR HOUSEKEEPING SERVICES
<ol style="list-style-type: none">1. Toilets on all floors.2. Main Entrance area, Terrace of the building and Reception.3. All Shafts, Corridors, Crush halls, Lifts, AHU rooms, Stairs, Ceilings, Windows, Walls, Blinds and Work Stations etc. at basement, ground Floor, Depository, 1st floor, 2nd floor, of the building situated at Plot No J/3, Jagamara, Bhubaneswar Odisha. 751030 except branch office and Currency chest at Ground floor.
B. JOBS TO BE CARRIED OUT DAILY
<ol style="list-style-type: none">1. Cleaning, sweeping, moping and wiping of all floors, staircase on daily basis on working days or as required by Officer-In-charge.2. Cleaning activity shall start in the morning at 8:00 AM so as to complete all the dusting/cleaning/ moping work before 9.30 AM. (To start the work at 8:00 AM Manpower has to come to office at 7:45AM)3. Moping at least twice a day to be done at reception, all floors as required between 10.00 AM to 4.00 PM.4. Continuous monitoring and maintenance of cleanliness in all toilets and other areas of building.5. Wash basins, urinals, Western Commode are to be cleaned with suitable toilet cleaner. Flushing system of all toilets is to be checked at regular interval every day.6. Naphthalene cubes, Toilet air fresheners and liquid soap for all Toilets are to be provided by the agency regularly to ensure continuous availability of the materials in requisite place/container.7. Paper rolls and C fold paper towel are to be provided by the agency regularly to ensure continuous availability of the materials in all toilets in the building except Branch and currency chest in the ground floor.8. Cleaning of toilets, corridors, staircases, officer mess and common area with phenyl in the morning and at regular intervals as per instruction of officer in charge.9. Lifting, carrying and disposing the dead birds, rats and insects etc. if found in and around the office building.10. Cleaning/dusting of office working stations, chairs & tables, removing dust from floors, windows, doors, furniture, fixtures, cupboards, vertical blinds, 2/4 drawer cabinets, filing almirahs, cabinets, glass panels, etc. with dry/wet duster and or with suitable cleaning agent/sanitizing liquid.11. Collection of waste paper from rooms, collecting waste from dustbins in the building and putting in bags at the specified location and is disposed of to nearby dustbin of BMC.12. To clean glass panels on doors, windows & partitions with cleaning agent. Cleaning/removal of any type of stain etc. from the building premises and staircases.13. Cleaning of lift walls regularly.14. Room fresheners in all office are to be used daily in the morning.
C. JOBS TO BE CARRIED OUT WEEKLY (ON SATURDAYS/SUNDAYS)
<ol style="list-style-type: none">1. Cleaning of sanitary ware with toilet cleaner without damaging their shine, scrubbing through machine2. Cleaning of floors and walls in toilets/rooms, corridors with soap, detergents, kerosene/petrol or any other chemicals, automatic mopper/scrubbing machine to be used at least once in a week.3. Cleaning of carpet floors sofa sets with vacuum cleaners4. Cleaning of brass letters and brass pots on all floors by basso (polish).5. Specialized cleaning shall be carried out on Saturdays & Sundays.6. Cleaning and sweeping of open area including balconies and rooftops with brooms.7. Removal of waste material from roof, shafts and other parts of building.8. Specialized Cleaning of windows and windowsills of all toilets to be done.9. Cleaning of lift walls with silver liquid polish.

D. JOBS TO BE CARRIED OUT FORTNIGHTLY BASIS

1. Cleaning of sofa sets, Chairs & Blinds by vacuum cleaners/dry cleaning without damaging.
2. Dusting of false ceiling with soft broom and cloth.
3. Washing and cleaning of drive ways, parking areas and roads within the office premises.
4. Lift lobby and all toilets floors and other areas, as maybe directed by Officer In-charge, shall be cleaned with floors curbing machine.

E. JOBS TO BE CARRIED OUT ON MONTHLY BASIS:

1. After cleaning of all floors including stair cases hall be properly wax polished as per directions of Officer-In-charge.
2. Upkeep & maintenance of services and chemical cleaning of all Novapan panelling at all floors.
3. Putting Drain cleaner in drains

F. JOBS TO BE CARRIED OUT ON QUARTERLY BASIS:

1. Cleaning of sofa sets and chairs with appropriate Upholstery Cleaner
2. Cleaning of all shafts.
3. Putting drainex/acid in the drains as per instruction of officer in charge.
4. **Cleaning of window and window panes from outside building, through specialized manpower equipped with all safety equipment's and other equipment required completing the job.**

G. PROVIDING WORK FORCE;

The bidder has to provide work force in sufficient numbers to maintain the cleaning standard of building as required by the bank and to the satisfaction of the Officer-In-Charge.

Requirement of Electrician-cum-Supervisor-cum- AC Operator-cum- D G set Operator to be deployed on all seven days of week (Everyday) including holidays & Housekeeping staff on working days is given here under:-

a) 2 Housekeeping staff-(Housekeeping 2 in morning shift 8:00 am to 4:00 pm. Staff must have at least 3 years working experience of the similar nature work after attaining the age of majority).

b) 02 Electrician-cum-Supervisor-cum- AC Operator-cum- D G set Operator each in one shift for 2 shifts (8:00 am to 4:00 PM & 4:01 pm to 12:00 pm. Staff must possess Diploma/ITI in Electricals and at least 5 years supervisory experience of the similar nature work after attaining the age of majority).

The bidder shall ensure that all the work force deployed wear uniform while on duty.

Note:-Total 2 nos. housekeeping staff and 2 nos. of Electrician-cum-Supervisor-cum- AC Operator-cum- D G set Operator should be present on all seven days of week (Everyday) including holidays. Reliever/overtime for weekly off for the above manpower shall be provided by bidder.

In case of any emergency contractor will provide extra workforce to complete the cleaning job on Sundays /Holidays at no cost.

FOR Supervisor cum Electrician cum D G set operator cum AC operator and Maintenance of Bank Building at Plot No. J/3, Jagamara, Bhubaneswar.

1. Periodical cleaning of tube light fittings, fans, switches, electrical switch room, electrical cable racks/ ducts / shafts, distribution boards etc.
2. Replacement of defective switches, MCBs tubes, bulb, light fittings, switch boards, fuses, power plugs etc. (Material shall be provided by the Bank)
3. Rectification of faulty circuits.
4. Check the condition of wiring, earthing installations, and terminal connections for tightness.
5. Check & clean the contacts / connections on individual light / power points switches etc.
6. Check if all MCBs of Distribution Boards / panels are recommended types and ratings.
7. Attending complaints received from various departments and setting right the same immediately.
8. Switching ON/OFF the light, fans, window / Split ACs, Cachet ACs and other services i.e. panel, capacitors etc. when required / no required.
9. Recording of meter readings and other parameters / log book of sub-station and other equipment's.
10. Maintaining regular log sheet and record of temperature of transformer, electric load, voltage, KW meter etc.
11. Clean the electrical panels and other components from inside and outside including Bus Bars on all floors.
12. Check all the terminal connections, tightness in the electrical panel, equipment / motors, earthing systems, light fittings, MCB Boards.
13. Check tightness of cable lugs, glands & cables.

Inspection, maintenance and operation of HT & LT switch gears with their accessories, emergency panel, MCCB Boards as per recommendation of equipment manufacturers.

14. Operating the system according to functional requirement of Bank.
15. Maintaining Battery charger for HT & LT, Emergency Panel, Transformer and ensure healthy operation / tripping and protection system, cleaning the terminals and topping and filling of distilled water as required. Checking the batteries through hydrometer for specific gravity.
16. Maintenance & Operation of pump – panel, jockey panel and sump panel, with its bank and if required fire panel.
17. Filling up water daily in all the earth pits provided.
18. Operation of tap changer of transformers if required on instructions.
19. Cleaning of transformers thoroughly for dust, dirt and oil etc.
20. Clean the HT & LT busing of transformers, HT gears and check condition whether cracked, loose.
21. Daily monitoring, routine checking, recording of all parameters for HT panel, transformers. LT panel, capacitors, ALS panel and all the conduit cables etc.
22. Fans (ceiling, pedestal, exhaust and wall mounted) and heat convectors:
 - i) Receiving, cleaning, oiling, greasing etc. and energization of fans with extension wires as required (except wires and plugs, contractor has to provide all other materials). However, if rewinding of motor change of bearing / bushes, replacement of heating elements is required bank will bear the cost subject to verification.
23. The scope of work under this Agreement included monitoring, preventive and corrective maintenance of electrical equipment installed at the premises as mentioned above of the Bank to ensure their smooth and uninterrupted functioning of the operations at the Bank. The electrical systems include DG sets, Precision Air Conditioners, Windows Air Conditioners, Split

Air Conditioners, LT Panels, AMF Panels, MCCB's, ACB, Distribution Boards, Electrical Fittings, Power cables, fire systems etc. the contractor shall ensure that the electrical system function at their optimum capacity. He shall liaison with the respective vendor with whom the Bank has entered in to an Annual Maintenance Contract.

24. To undertake operation of the DG Sets installed at the Bank which will include all routine checks and recording of parameters on daily basis, cleaning of the DG Sets and batteries periodically, painting whenever required, co-ordination with the AMC vendor for normal scheduled maintenance and in case of any fault is rectified. To keep a record of the maintenance of the sent by the AMC vendor, to fill the diesel and to keep a record of the fuel, trial run of the DG Set with load daily, maintain a log book, log sheet, record of temperature of water and other safety gadgets as per recommendations of the manufactures of the engine and alternator. At present the Bank has one DG Set of 250 KVA & capacity.
25. To carry out operations and maintenance of the LT Panels to keep them in good working condition. The MCCB and ACB vendors for routine servicing and repair, if required to carry out maintenance and routine checking of the earthing at the Bank.
26. Operations of the Precision Air Conditioners (PACs) installed at the Bank. To monitor and record the temperature / humidity at the PACs and at the server area on hourly basis. To take up and coordinate with the PAC vendor in case of any fault in the PACs.
27. Operation and maintenance of all lights, power points, split air conditioners, window air conditioners. Providing connections for new installations at the Bank and their maintenance and operation.
29. Operations and recording of Voltage / Ampere load etc. Maintenance of Power Supply. To arrange its repair in case of any fault.
30. Routine check and recording of various readings of the fire suppression system. Follow-up and coordination with the AMC vendor in case of any fault.
31. Routine Checking of uninterrupted power supply systems installed at the bank and recording of readings. Follow up with the AMC vendor in case of any fault.
32. The contractor shall keep a record of Annual Maintenance Contract (AMC) for the electrical equipment installed at the bank and follow up with the concerned AMC vendor for its renewal at least two months prior to expiry of the AMC.
33. Diesel Filling in DG set.
34. Hourly Temperature / Humidity.
35. Fire System Panel checking & reporting.
36. 20 KVA, 15 KVA, UPS: Panel Checking & Reporting and contacting vendors for immediate repair in case of any fault.
37. Liaison with local authorities of electricity supply for reporting power failures in case of emergencies, other statutory bodies, Liaison with local authorities of water supply for reporting failures in water supply in case of emergencies, other statutory bodies, like BMC, BDA, etc. Liaison with AMC vendors of VRVs & Cashet ACs, DG set, OTIS Elevator, CCTV, Firefighting system, UPS system in case and when required by the Bank and as directed by the Bank.
38. Supervisor should inspect all the water supply/plumbing work, carpentry work and civil maintenance work on daily basis any fault finding should be reported to the Bank officials and proper repair work must be done under his supervision by the skilled mechanic/mason/carpenter supplied by the contractor. The labor charges will be bear by the contractor only the spares and parts required for smooth functioning in need to be provided by the Bank.

6. GENERAL TERMS & CONDITIONS

Tender Cost & EMD: Bid shall accompany by Demand Draft of **Rs.5900/-** as Tender cost (Non-refundable) and Bid Securing Declaration form as per Form D for EMD.

Performance Security:- The successful bidders to whom the work is awarded will have to deposit 3% of the total value of the contract, Minimum of **Rs.44126.00** whichever is lower by bank draft in favor of Punjab National Bank payable at Bhubaneswar as security deposit not carrying any interest as Performance security deposit within 7 days. In case of default on the part of contractor to perform and observe any covenant, conditions and provisions here in contained, it shall be law full for PNB in its absolute discretion to forfeit the whole of the Performance security deposit or a part thereof with prejudice to any other right or remedy that may be available to it against the Contract or under this agreement, for such breach.

Forfeiture of Performance Security Deposit(SD):- In case of default on the part of successful bidder to perform and observe any covenant, conditions and provisions here in contained or abandons the contract or leaves the contract unperformed it shall be lawful for PNB in its absolute discretion to forfeit the whole of the security deposit or a part thereof with prejudice to any other right or remedy that may be available to it against the successful Bidder under this agreement, for such breach.

Refund of Performance Security Deposit (SD):- The security deposit will be refunded to the successful bidder within the 90 days of satisfactory completion of the contract in all respects and fulfillment of any other obligations under the contract.

TAXES AND DUTIES

The taxes shall be extras applicable. TDS shall be deducted at source and the certificate in respect of TDS shall be issued by the Bank as per rule. While submitting the commercial bid, the bidder will be deemed to have accepted, understood and accepted all the terms and condition Stated in this document and no change, what so ever will be entertained by PNB at any stage.

Payment:- Payment will be made on monthly arrear basis 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 to wards 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 bonus (once in a year, as Per prescribed percentage and rule of Bonus Act 1965).
8.	Copy of services rendered during billing period.
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
10.	Copy of other special cleaning activity carried out within the billing period.

All disputes or differences whatsoever arising between the parties shall be settled amicably. If parties are not able to solve amicably, the same shall be settled by arbitration in accordance with

the Arbitration and Conciliation Act 1996. Venue of arbitration shall be Bhubaneswar. During the arbitration proceedings the bidder shall continue to work under the contract unless otherwise directed in writing by the bank or unless the matter is such that the work cannot possibly be continued till the decision of the arbitrator or the umpire, as the case may be, is obtained. The venue of the arbitration shall be Bhubaneswar.

The bank will examine the online commercial bids submitted by bidder to determine whether they are complete; whether any computational errors have been made; whether required information has been provided as underlined in the bid document. Bids from agents without proper authorization as per the authorization form, shall be treated as non-responsive and will be outrightly rejected.

Penalty -In case, the contractor does not employ sufficient manpower for normal operation/maintenance and for special works for completing within the required time, Bank shall be at liberty to get the work done through other agencies at the risk & cost of the contractor and make deductions from the monthly bill of the contractor.

i) Penalty @ Rs.1500/- per day for absence of Electrician-cum-Supervisor-cum AC operator-cum-D G Set operator and @ Rs.1400/- per day for housekeeping and gardening staff will be deducted, if man power is not provided.

ii) Penalty for not wearing the uniform @Rs.100 per day per person.

Signing of contract-The successful bidder(s) shall be required to enter into a contract with PNB, within 7 days of the award of the tender or within such extended period as may be specified by Chief Manager, General Services Administration Division, Punjab National Bank, Zonal Office Plot No J/3, Jagamara, Bhubaneswar Odisha 751030 on the basis of the tender document, the tender of the successful bidder, 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 at the time of execution of the form of contract.

EXTENSION OF CONTRACT

The contract would be initially for a period of 12 months from the date of commencement of work. It can be extended further for a period of twelve months on the same rate and same terms & conditions if the performance of contractor is found to be satisfactory by the Bank. However, if found unsatisfactory services or if found the performance of services is not up to mark the contract may be terminated as per termination of contract clause.

TERMINATION OF CONTRACT

In case the successful bidder abandons the work, or does not perform the works satisfactorily, or in the case of contravention of any of the terms and conditions of the contract, Bank reserves the right to terminate the contract by giving notice of 30 days without assigning any reason whatsoever. After such termination of contract, Bank shall have right to assign the work to some other competent agency/firm. In case of termination of contract in the above circumstances, security deposit of the successful bidder shall be forfeited by the Bank and security money shall be applied for adjusting the claims of the Bank arising under this contract without prejudice to Bank's right of recovering the balance, if any from the successful bidder through due process of law.

No provision of the Agreement entered or to be entered between the successful bidder and the bank will be deemed waived, amended or modified by either Party unless such waiver, amendment or

modification is in writing and signed by the Party against whom enforcement of the waiver, amendment or modification is sought. Any such amendment or modification will be binding with or without tender of consideration. A waiver by either of the Parties of any of the covenants, conditions or agreements to be performed by the other or any breach thereof will not be construed to be a waiver of any succeeding breach or of any other covenant, condition or agreement contained in this tender document and the Agreement that shall be entered into between the bank and the successful bidder.

All amendments will be uploaded on the bank's websites (www.pnbindia.in, <https://etender.pnbnet.in>) and will be binding on all who are interested in bidding. In order to provide prospective bidders to take the amendment if any, into account in preparing their bid, the bank may, at its discretion may extend the deadline for submission of bids.

Any effort by a bidder to influence the bank i.e. bank in evaluation of the bid, bid comparison or contract award decision, may result in the rejection of the bidders' bid. Bank's decision will be final and without prejudice and will be binding on all parties.

As the tender is open E-Tender, the prices in any form or by any reasons should not be disclosed in the technical/other part of the bid except in the commercial bid. Failure to do so will make the bid liable to be rejected.

Bids shall remain valid for a period of 90 days from the date of bid opening prescribed by the bank. A bid valid for shorter period shall be rejected by the bank as non-responsive.

The prices in the bid document shall be expressed in Indian rupees (INR) only.

Contractor will have to discharge their obligations as provided under various applicable statutory enactments including the Employees Provident Fund & Miscellaneous Provisions Act, 1952, Employees State Insurance (ESI) Act, 1948 ESI (if applicable at the Place of work-Bhubaneswar, Odisha state), the Contract Labor (Regulation & Abolition) Act, 1970, the Inter-State Migrant workman (Regulation of employment & conditions of Service) Act, 1979, The Minimum Wages Act, 1928, the Payment of Wages Act, 1936, The Workmen's Compensation Act, 1923 and other relevant Act, Rules and Regulations, instructions etc. issued/enforced from time to time

The bank reserves the right to retain or refuse to pay the amount in the event of the contractor committing a breach or failure to comply with the terms and conditions of the agreement. The bank is the sole judge of the breach or failure and extent of such breach or failure committed by the contractor and the amount detainable in respect thereof and the decision of the bank in this regard shall be final and binding on the contractor.

The contractor shall obtain, at its own cost, necessary registration, license, permit, consent, sanction etc. as may be required or called for by local or any other authority for doing such work. The contractor shall obtain such registration / permission / license, as may be required under the Contract Labour (Regulation and Abolition) Act 1970 and comply with the terms & conditions of licenses and all the relevant and necessary provisions of the Contract Labour Act and the rules framed there under and all such other provisions of law in any enactment or otherwise laid down by any authority from time to time it being otherwise clearly understood and agreed upon that the entire responsibility for compliance thereof shall always be of the contractor. The contractor shall produce the license / permission etc. so obtained to the bank or furnishes copies thereof, as and when required by the bank. Contractor shall be liable for any contravention of the local/municipal /other laws/Rules/Regulations. In the event of the bank being held liable in any manner for any default or failure on the part of the

contractor, the bank shall always be kept indemnified by the contractor in that behalf.

Bidder to ensure that rate quoted by him fulfils the minimum wages criteria as fixed by the Central Govt.

If the bank find that the rates quoted does not fulfill the minimum wages criteria clause and proper justification is not given, the bank at its discretion can reject the Bid and bidder will be debarred for 6months from participating in tenders in PNB.

Liability/responsibility in case of any accident causing injury/death to the house keeping staff shall be of the bidder. Bank shall not be responsible in any means in such cases.

The points mentioned in the Scope of Work will be done to the satisfaction of the bank and in time. The work should start by 8:00 A.M daily in the building and workforce shall remain on duty till 2:30PM.

Requirement of work force per day: total 04 nos. staff (2 nos. of Electrician-cum-Supervisor-cum- AC Operator-cum- D G set Operator for each shift + 2 Housekeeping staff Out of 2 nos. housekeeping staff at least 1 should be female) is required to be deployed. Bidder shall provide one day duty off once in a week as per the labor laws and to provide every day service bidder shall provide relievers for the employees on off-duty/leave/overtime as applicable.

2 nos. Housing keeping staff will come in morning shift i.e. 8:00 AM to 4:00 PM to take care office housekeeping needs.

1 no. Electrician-cum-Supervisor-cum- AC Operator-cum- D G set Operator will come in the morning shift i.e. 8:00 AM to 4:00 PM, 1 no. Electrician-cum-Supervisor-cum- AC Operator-cum- D G set Operator after noon shift i.e. 4.00 PM to 12:00 night.

The bidder should possess or procure needful infrastructure, gadgets and other material required for smooth housekeeping services. No additional cost towards this will be borne by Bank.

The contractor shall abide by the requirements of security department and strictly follow their instructions.

The contractor's staffs all not misbehave with any of the bank's staff members and will not enter into any unlawful activities in the premises.

Bank's security staff will have the right to check/search or interrogate any of the contractor's staff while entering/working/leaving the building.

The contractor shall issue identity cards to their workers on the contractor's ID Cards. No person without this card shall be allowed any entry in the building.

All the workers will attend the work in proper uniform with emblem/name of the firm embroidered at the cost of contractor. If workforce found without uniform a penalty of Rs.100/-per person per day will be deducted from the monthly payment of the contractor.

Trained representative/Supervisor of the contractor shall be present in the building when their workers are carrying out the work.

The work mentioned in the scope of work will be executed to the satisfaction of the bank and within

time frame. If found any deficiency a penalty of Rs.500/- per occasion will be deducted from them on monthly payment of the contract or maximum up to security deposit.

The payment shall be made on monthly basis for which the contractor shall have to raise a bill. The contractor should have GST no etc. as per Govt. guidelines.

The contractor undertakes to obtain any registration/license, consent, sanction etc. as may be required or called for from/by local authorities for doing such work. The contractor undertakes to obtain such permission/license as may be required under the contract (abolition and regulation) Act, 1970 and subsequent act/modifications. The Contractor undertake to produce the license/permission etc. so obtained to the Bank or furnish copies thereof as and when required by the Bank. The contractor shall be responsible for any contravention of the local/municipal/other laws/rules/regulations.

The following equipment and other material will be supplied by bidder:

- a) All special equipment like vacuum cleaners, hand grinding machines, floor polishing/buffing machines and any other material/equipment required for use will be supplied by the contractors to his workers.
- b) **Dusters, floor dusters, Dry mopes, brooms and other like items will be supplied & changed/replaced frequently and must not be used for more than a week under any circumstances and other material like Toilet Brush, Urinal Pads, Rubber gloves, Scrubbers Pad, Dust collector standing moppers, standing wipers, standing brooms, standing dust controls, buckets, tubs etc. will be supplied by the bidder as per requirement in day to day need in the building**

Bank will only provide the following items:

- a) Water for day-to-day cleaning.
- b) Cleaning Material.
- c) Electricity for running the electric equipment such as Vacuum Cleaner etc.

In case of unsatisfactory work/ damages by the bidder's staff while doing the jobs as mentioned in the scope of work, the bank will have the right to deduct penalty @ 2000/- (two thousand only) per day which shall be deducted from the pending dues/monthly bill of the contractor in addition to and without prejudice to any other right to open to the bank under the agreement. However, in case of unsatisfactory services, bank reserve the right to terminate the contract after giving a notice of 30 days. In case any part of the building is found locked, the contractor will arrange to do the job of such place during next day. The rate shall remain same throughout the contract period and no extra amount shall be paid in case bank ask to carry any work related to specialized cleaning on any day with in the premises given in scope of work. Contractor is advised to inspect the building before submission of their offer. The contractor shall have to carry out the weekly upkeep & maintenance of services/cleaning work on 2nd & 4th Saturdays & all Sundays as per convenience mutually agreed. Bank shall be entitled to call the contractor to do the work on any day it may require.

The contractor has to ensure that minimum wages are being paid to the skilled and unskilled work force and he has to produce the requisite certificate of depositing the desired amount of deductions i.e. PF/ ESIC etc. as per labour act with the appropriate authority (IES). The payment of AMC shall be released only after production of these papers/certificates, through E-payment system of the bank. Further,

monthly payment of succeeding month shall be released only after receipt of PF & ESI counterfoil/letter showing deposited the requisite amount with the respective competent authorities. The workforce employed by the contractor is deemed to be of the contractor and in no way any claim for employment in bank will be entertained. Bidder to ensure that the wages of their workforce engaged for cleaning at ours is credited to their respective bank account.

2.1 No extra payment shall be made for any specified or non-specified work/item executed during or after the specified working hours from the manpower provided by the house keeping contractor.

2.2 Proper registers/records for the jobs carried out on daily, weekly, fortnightly and monthly & quarterly basis will be maintained by the Supervisor of the bidder and will be countersigned by the Bank officer-in-charge at regular intervals and finally at the end of each month & each quarter.

2.3 In case the contractor fails to do certain work, bank is at liberty to get the job done at the risk and cost of the contractor and recovers the cost of the same from the contractor's bill.

2.4 All dispute, differences, controversy claim or whatsoever arising between the parties shall be settled amicably, and if such dispute, controversy or claim cannot be settled and resolved by the Parties through discussion and negotiation, then the parties shall refer such dispute to sole Arbitrator appointed by the Bank. The arbitration proceedings shall be conducted in English and a written order shall be prepared. The venue of the arbitration shall be Bhubaneswar only. Arbitration shall be conducted by the sole Arbitrator. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding upon the Parties, provided that each party shall at all-time be entitled to obtain equitable, injunctive or similar relief from any court having jurisdiction in order to protect the intellectual property and confidential information.

2.5 The contractor will provide mobile number of the supervisors & others deputed staff for prompt communication with them in case of need of bank officials.

2.6 The rate will remain same throughout the contracted period and no extra amount shall be paid except revision in the applicable tax imposed by Govt.

2.7 The contractor will provide all necessary tools/equipment's to its workers for safe & timely completion of the job as prescribed in the scope of work. The bank will not be responsible for any mishap/injury occurred to the workers while performing cleaning job in the banks premises.

Compliance of Laws:

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 statutes.

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.

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.

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

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.

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.

It will be obligatory on the part of the successful bidder to disburse monthly 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.

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.

2.8 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 equipment's.

g) The workmen shall execute the work as per latest IS code of practice of relevant equipment's 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 contractor 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.

2.9 MODIFICATION AND WITHDRAWAL OF BID BY THE BIDDER

Modification of the submitted bid shall be allowed on-line and the bidder may modify and resubmit the bid on-line only before the deadline of Bid Hash Preparation. For modification of e-bid bidder has to rework and upload/resubmit digitally signed modified bid on bank's e-tendering portal i.e. <https://etender.pnbnet.in>.

Bids once submitted will be treated as final and no bid may be modified subsequent to the deadline for Bid Hash Preparation.

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity specified in tender documents. For withdrawal of bid after the end date of online bid submission, the bidder will have to make a request in writing to Tender Inviting Authority of Bank. Withdrawal of bid may be allowed till issue of work order with the following provision of penal action: If the request of withdrawal is received before fixing the date for opening of price bid, the BID SECURING DECLARATION submitted by bidder will be forfeited and bidder will be debarred for 6 months from participating in tenders in PNB. The price bid of remaining technically qualified bidders will be opened and the tender process shall go on.

If the request of withdrawal is received after fixing the date for opening of price bid, the BID SECURING DECLARATION submitted by bidder will be forfeited and bidder will be debarred for 1 year from participating in tenders in PNB. The price bid of all technically qualified bidders including this bidder (if he found technically eligible) will be opened and action will follow as under:

- a) If the bidder withdrawing his bid is other than L-1, the tender process shall go on.
- b) If the bidder withdrawing his bid is L-1, the re-tender will be done

2.10 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 that they have obtained Labour License under Sec.12 of Contract Labour (R&A) Acts well as other Certificates / Licenses/permission/Registration etc. before start of work.

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

- 1) Uniform
- 2) Safety equipment's
- 3) First-aid-box – this should contain the prescribed materials as per Rule 59 & latest standards.

2.11 RELATIONSHIP BETWEEN PARTIES:

The engagement of bidder shall not constitute the appointment of either Party as the legal representative or agent of the other Party. This engagement is on a principal to principal basis between the Parties hereto. No Party to this engagement shall have any right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party to this Agreement except as may be specifically provided.

The employees engaged by the bidder shall be deemed to be the employees of bidder only, and the Bank shall not be connected with the employment or the terms and conditions thereof in any way. The bidder 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 or joint venture or employee- employee relationship between the parties hereto. Neither party hereto is the agent of the other nor there is a master –servant relationship between the parties.

The bidder shall be responsible for payments of all statutory dues with respect to each of his personnel/employees engaged by him to render service under this Agreement with respect to each applicable/extant 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, remain payable with respect to his personnel/employees. The successful bidder will have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to his personnel/employees under applicable labour legislations".

2.12 OTHER TERMS & CONDITIONS:

Bank shall not entertain any claim arising on account of damages, compensation or expenses payable as a result of any accident or injury sustained by any workman/staff of the bidder or any claim under the Workman's Compensation Act. The bidder may obtain necessary insurance cover to meet any of the above contingencies.

The bidder and his staff shall abide by the regulations/requirements of Security Department and strictly follow the rules. Bank's security staff will have right to check, search or interrogate any of the bidder staff while entering/ remain present/ leaving the Bank premises for security purposes.

The bidder shall be responsible for any loss/damage to the materials and other assets of the Bank by his staff deployed for duty.

The bidder shall also be wholly responsible for theft, burglary, fire or any other mischievous act and conduct done by their staff.

2.13 DISPUTE RESOLUTION/ARBITRATION: All disputes arising out of or in connection with this agreement shall deem to have arisen in Bhubaneswar and only the courts of Bhubaneswar shall have the jurisdiction to determine the same.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of Arbitration shall be such place as may be fixed by Arbitrator on his sole discretion. The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The costs of the reference and of the award including the fees, if any, of the Arbitrator who may direct to and by whom in what manner such costs or any part thereof shall be paid and may fix or settle the amount of cost to be so paid.

The award to the Arbitrator shall be final and binding on both the parties. Subject to aforesaid the provisions of the Arbitration & Consolidation Act 1996 or any statutory modification or re- enactment thereof and the rules made there under and for the time being enforce, shall apply to the Arbitration proceeding under this clause. The PNB and Bidder hereby also agree that arbitration under clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby/ expressly agreed to be so referred arbitration.

2.14 FORCE MAJEURE

Notwithstanding anything contained in this tender document, neither party shall be liable for penalty nor is termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the contract the result of an event of force majeure. For purposes of this clause, "force majeure" means an event beyond the control of the vendor and not involving the vendors' 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 vendor shall notify within 15 days the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the successful bidder shall continue to perform its obligations under the contract to be entered into with it, to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly, and shall seek all alternative means of performance not prevented by the force majeure event.

Provided further that in case of delay of Services, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the Agreement and the Bank shall have the right to terminate this Agreement without giving any further notice to the Vendor. Further, Bank also reserves the right to assign the work to other service provider without any consequences and claims.

2.15 SEVERABILITY:

In the event any provision of this tender document or agreement to be entered into with the successful bidder is held by a tribunal/ Court of competent jurisdiction to be contrary to the law, the remaining provisions of this tender document or such Agreement will remain in full force and effect.

2.16 Non Exclusive Clause:

The Successful bidder shall not have any exclusive right to provide the services to the bank. The bank shall be free to engage any other service provided/s or may entrust services similar to the services or any part thereof to any person/s during on/or after the expiry of the service agreement.

2.17 Non-Disclosure Clause

Service Provider to ensure Non-disclosure of the vital information received from the Bank to any other party which may be detrimental to bank's interest. Service Provider will be liable to Bank for any loss suffered due to non-compliance of the clause.

2.18 Publicity :

A bidder shall not use any name, mark symbol or logo of the other in any publicity release or advertising material or for any other purpose whatsoever nor shall publicize any information pertaining to the agreement entered into with the bank without securing prior written consent of the bank.

2.19 No Right to Set Off

In case the bidder has any other business relationship with the Bank, no right of set-off, counterclaim and cross-claim and or otherwise will be available under this empanelment to the vendor for any payments receivable under and in accordance with that business.

2.20 Use of Contract Documents and Information

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

2.21 Assignment

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

2.22 Notices

Notices as required by the agreement that shall be entered with the successful bidder shall be sent to the addresses as would be mentioned first therein or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgement due on receipt.

3. ARTICLES OF AGREEMENT

This Agreement is executed at Bhubaneswar on this ____ day of _____ 2021 between M/s _____ hereinafter

called The "Contractor" (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) on ONE PART and Punjab National Bank, a body corporate constituted under Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970 having its Punjab National Bank, HO: Plot No:4, Sector 10, Dwarka, New Delhi-110075 and inter alia Zonal Office at Plot No J/3 Jagamara, Bhubaneswar Odisha 751030 (hereinafter called "The Bank" which expression shall include its successors and assigns) of the OTHER PART

Whereas the Bank is availing the "Annual contract for various services i.e. Zonal Office at Plot No J/3 Jagamara, Bhubaneswar Odisha 751030 on the General terms and conditions & Scope of work detailed hereunder and whereas the contractor has agreed to execute the work.

Now it is hereby agreed as follows-

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the said conditions of contract hereinafter referred to.

2. The following documents and the terms & conditions contained therein shall form and construe as integral part and parcel of this agreement viz.

a) Original tender document.

b) All letters/ correspondence forming parts of contract and referred to in acceptance letter.

c) Acceptance letter

d) Price bid

e) Other additional documents as required.

3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies the latest documents issued by the Bank shall prevail over the earlier documents.

4. In consideration of payment to be made by the employer to the bidder as hereinafter mentioned, the bidder hereby covenants with the employer to perform execute, complete and maintain the work in conformity in all respects with the terms and conditions of the contract.

5. It is also agreed that bank may in the event of termination of contract as provided herein, having regard to exigencies of matter, arrange the work etc. in its discretion from any other source/agency from the date of notice. In the event of termination of contract for non-satisfactory performance of the contract, the security deposit made by bidder shall stand forfeited. The Bank is not liable to pay any interest on the security deposit made by the bidder.

7. The employer hereby covenants to pay the bidder in consideration of the execution, completion and maintenance of the work such sums as shall become payable hereunder at the time(s) and in the manner prescribed in the said conditions and price schedule of quantities / bill of quantities prescribed in the contract.

8. All disputes or differences whatsoever arising between the parties shall be settled amicably. If parties are not able to solve amicably, the same shall be settled by arbitration in accordance with the Arbitration and Conciliation Act 1996. Venue of arbitration shall be Bhubaneswar. Arbitration shall be conducted by the sole arbitrator.

IN WITNESS whereof the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day, month and year first above written.

SIGNED SEALED AND DELIVERED BY THE

Said _____

(Name On behalf of the contractor

Said _____

(Name On behalf of the Employer

In the presence of

Name:

Address:

in the presence of

Name:

Address:

***This form is included in the tender documents only for the information of the bidders. Only the successful bidder will be, in due course, required to complete the form**

2. FORM A

FORMATE FOR WAGE REGISTER

Rate of Minimum Wages and since the date-----				
	Highly Skilled	Skilled	Semi-Skilled	Un-Skilled
Minimum Basic				
DA				
Overtime				

Name of the Establishment:

Name of Owner :

Labour

Identification No:

Wage period from: ----- To -----

(Monthly / Fortnightly/Weekly/Daily/Piece Rated)

Sr. No. in Employee Register	Name	Rate of Wage	No. of Days worked	Overtime hours worked	Basic	Special Basic	DA	Payments Overtime	HRA	Total
1	2	3	4	5	6	7	8	9	10	11

Deduction

PF	ESIC	Society	Income Tax	Insurance	Others	Recoveries	Total	Net Payment	Employer / Workman /Worker share PF Welfare Fund
12	13	14	15	16	17	18	19	20	21

Receipt by Employee / Bank Transaction ID	Date of Payment	Remarks
22	23	24

Note :- In case of any change in future as per government guidelines ,the new format shall be followed.

8 Form B

Bid Securing Declaration Form

To,

Chief Manager

Punjab National Bank Zonal
Office at Plot No J/3
Jagamara, Bhubaneswar
Odisha 751030 .

Dear Sir,

Reg: Annual contract for Specialized Housekeeping & Upkeep of Zonal Office at Plot No J/3 Jagamara, Bhubaneswar Odisha 751030 I/We the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder) Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

10 Annexure-I

Undertaking

(To be provided on letter head of the firm)

I hereby certify that the firm has not been blacklisted by any central / state Govt. / Public undertaking / institute on any account during last 3 years.

(To be submitted on Rs.50/- Stamp paper)

I also certify that the above information is true and correct and in any case, at any stage of contract if it is found that any details provided above is incorrect the executed contract with our firm/company & any other contract given to the above firm/company may be summarily terminated and bank will take any necessary legal action in this regard the firm blacklisted.

Date:

Authorized signatory

Seal

Name:

Designation:

Contact no:

Place:

11ANNEXTURE-II**Documents to be submitted for Eligibility Criteria**

Sr.No.	Documents	Compliance	Copy Attachment at Page No.
1.	The bidder company/firm/prop. concern should be incorporated in India and should have documentary evidence	Yes/No	
2.	Name of company / firm/ organization : Regd. Address : Contact No.: Email ID :		
3	Year of establishment and incorporation		
4	Name of Directors / Partners of the firm / Proprietor / company etc. with contact number		
5	Name of person(s) authorized to conduct business along with mobile, telephone, and email address:		
6.	The average annual financial turnover during the last 3 years (2017-18, 2018-19, 2019-20) ending 31st March 2020, should be at least Rs. 20Lacs/-. Audited Balance Sheet along with Trading Profit & Loss Account statement for the last 3 years i.e. 2017-18, 2018-19, 2019-20 to be submitted	Yes/No	
7.	The bidder should have successfully completed similar work of Annual Maintenance Contract for Specialized Housekeeping & Upkeep in the offices in Multi story buildings of Govt. / PSU /Public Sector Banks / Pvt. Sector Banks / Autonomous offices	Yes/No	
8.	Documentary evidence of having executed similar works as specified in the tender along with letter of comfort/satisfaction/completion from the client.	Yes/No	
9.	The bidder company should have a valid ESI/EPF/ PAN/ GST registration certificate/number etc.	Yes/No	

2. Commercial Bid

S.no	Description	Rate per month excluding Tax	Rate per year excluding Tax
1.	Carrying out the Specialized housekeeping & Upkeep at Bank's own building at Plot J-3, Jagamara, Bhubaneswar-751030 as given in General terms and conditions & Scope of work which include Work force of 2 nos. Electrician-cum-Supervisor-cum- AC Operator-cum- D G set Operator (skilled) to be deployed on all seven days of week (Everyday) including holidays & 2 nos. Housekeeping staff (unskilled) on working days as per terms and conditions mentioned in the tender.		

(Rates to be quoted excluding tax and it will be paid extra)

Note: - Bidder to ensure that rate quoted by him fulfils the minimum wages criteria as fixed by the central govt. If the bank feels that the rates quoted does not fulfil the minimum wages criteria clause and proper justification is not given, the bank at its discretion can reject the Bid and bidder will be debarred for 1 year from participating in tenders in PNB.