

**PUNJAB NATIONAL BANK**  
**GENERAL SERVICES ADMINISTRATION DIVISION**  
**HEAD OFFICE, NEW DELHI**

**TENDER DOCUMENT**  
**(Part I –ELIGIBILITY CUMTECHNICAL BID)**

FOR

**FLORAL ARRANGMENT SERVICE at**  
**Head Office: at Plot No.4, Sector 10**  
**DWARKA, New Delhi.**

Issued by

Punjab National Bank  
General Services Administration Division,  
HO: Plot No. 4, Sector 10, Dwarka, New Delhi

**PART –I**  
**TENDER DOCOUMENT**  
***TECHNICAL BID***

**Name of work: Supply of cut flowers / floral arrangement at HO:  
Dwarka, New Delhi.**

Estimated Cost : Rs.13,45,440/- (Thirteen lac Forty five Thousand & Four hundred & Fourty only).

Earnest Money :Rs. NIL

Security Deposit :Rs. 3% of the contract value

Period : 12 (Twelve) Months. Extendable further for two terms of 12 Months  
each on same rates, Terms & Conditions, subject to annual review basis

NIT No. : \_\_\_\_\_

Cost of Tender: **Rs. 2000/- + 18 % GST i.e. Rs. 2360/- (Rs Two Thousand Three Hundred Sixty only ) (Non Refundable)**

**LAST DATE FOR SUBMISSION OF BID DOCUMENT: Up to 19.07.2021 15.00 Hrs.**  
[Eligibility cum Technical (Part-I) &Commercial (Part-II)]

**GENERAL SERVICES  
ADMINISTRATION DIVISION,  
HEAD OFFICE, PLOT NO 4, SECTOR10  
DWARKA, NEW DELHI - 110 075.  
Tel No. 011-28044751**

GENERAL SERVICE ADMINISTRATION DIVISION, 4, SEC-10, DWARKA NEW DELHI

**Tender Notice (SUPPLY OF CUT FLOWERS/FLORAL ARRANGEMENT)**

**Sub: Tender for Providing Supply of Cut Flowers/Floral Arrangement at the Head Office: Plot No: 4, Sector 10, Dwarka, New Delhi**

Punjab National Bank, a body corporate duly constituted under Banking Companies Acquisition and Transfer of Undertaking Act, 1970 hereinafter called as Bank invites on-line bids from experienced contractors who are meeting eligibility criteria prescribed in Tender Document, for supplying of Cut Flowers/ Floral Arrangement Services in Bank's Head Office Building at Plot No: 4, Sector 10, Dwarka, New Delhi.

PNB intends to select Service Provider for supplying of Cut Flowers/ Floral Arrangement services at the Head Office: Plot No:4, Sector 10, Dwarka, New Delhi for a period 12 (Twelve) Months. Extendable further for two terms of 12 Months each on same rates, Terms & Conditions, subject to annual review.

Sealed bids (excluding commercial bids which is to be submitted on-line only), in the prescribed format and in compliance of the instructions as attached should be submitted to The Chief Manager, GSAD, HO, Plot No. 4, Sector 10, Dwarka, New Delhi- 110075 on or before 14:00 hrs on 20.07.2021

Interested bidders may obtain further information from The Chief Manager, GSAD, HO, Plot No. 4, Sector 10, Dwarka, New Delhi 110075.

Necessary tender documents may be downloaded from our bank's e-Procurement website [www.pnbindia.in](http://www.pnbindia.in) or <https://etender.pnbnnet.in>. Bidders have to pay a tender document fee of Rs.2000/- + 18% GST i.e Rs 2360/- (non refundable) in the form of Demand Draft/Pay Order in favour of Punjab National Bank, payable at New Delhi at the time of submission of bid.

**Last date for tender downloading and bid hash preparation: 19.07.2021 up to 15.00 hrs.**

**Last date for re-encryption:- 20.07.2021 up to 14.00 hrs.**

Bank reserves the right to accept/reject any or all the offers submitted in response to this advertisement without assigning any reason whatsoever.

**Chief Manager**

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**BID DETAILS FOR PROVIDING CUT FLOWERS/FLORAL ARRANGMNET  
SERVICES ATBANK'S HO: PLOT NO: 4, SECTOR 10, DWARAKA, NEW DELHI**

TENDER ENQUIRY	PNB/GSAD/FLORAL/DWARKA/2021
Date of Initiating Bidding Process	<b>03.07.2021 from 10:00 Hrs</b>
Last date and time for submission/acceptance of queries on email hogad@pnb.co.in	<b>09.07.2021 till 15:00 Hrs.</b>
Pre bid meeting at PNB, GSAD, 1 <sup>st</sup> Floor, Dwarka, New Delhi	<b>12.07.2021 at 12:00 Hrs.</b>
Last date and time for downloading the tender documents, bid preparation and hash submission	<b>19.07.2021 till 15:00 Hrs</b>
Close for Technical and Commercial bid	<b>19.07.2021 from 15:01 Hrs to 16:00 Hrs</b>
Last date and time for re-encryption and Submission of physical bids along with supporting documents.	<b>19.07.2021 from 16:01 to 20.07.2021 till 14:00 Hrs.</b>
Date &Time for opening of technical bid	<b>20.07.2021 at 15:00 Hrs.</b>
Date and time for opening of commercial bids	<b>Will be informed later on.</b>
Place of opening	PUNJAB NATIONAL BANK, 1 <sup>st</sup> FLOOR, GENERAL SERVICES ADMN. DIVISION, PLOT NO 4,SECTOR 10, DWARKA, NEW DELHI
Address for Communication	CHIEF MANAGER, GSAD, 1ST FLOOR, PNB, HO:4, SECTOR 10,DWARKA, NEW DELHI – 110075
Site for downloading and submission of tender	Prospective bidders may download the tender documents from our e-procurement website at <a href="https://etender.pnbnet.in">https://etender.pnbnet.in</a> or <a href="https://pnbindia.in">https://pnbindia.in</a>
Earnest Money Deposit (EMD)	NIL
Tender Cost (Non Refundable)	Rs.2000/- +18 % GST i.e Rs2360/-(Rs. Two Thousand Three Hundred Sixty only) in the form of Demand Draft drawn in favour of Punjab National Bank, payable at New Delhi. DD should be submitted in a separate envelop super-scribed "Tender Cost for providing Cut Flowers/ Floral Arrangements Services at HO: Dwarka" at the time of physical bid submission (if not submitted earlier)
Estimated cost	Rs. 13,45,440/- (Thirteen lac Forty five Thousand & Four hundred & Fourty only).
Security Deposit	Rs. 3% of the contract value

**Note:**

- 1) Technical Bids will be opened online as well as in physical form but Commercial bids will be opened on-line only. Bidders may view the details through their terminal using their e-procurement registration login (<https://etender.pnbnet.in>).
- 2) Any Bidder, who wish to participate in this tender and not registered earlier in our e-procurement site, would have to register afresh.
- 3) All the technical supporting documents should be given in physical form also. However, Commercial Bid should be submitted online only on our e-procurement website.
- 4). **L1 shall be decided by the Bank, based on the lowest rate quoted by bidder.**
- 5) The rate of the successful bidder shall be valid for three years without any change by whatsoever reason(s)/circumstance(s).

**NOTICE INVITING TENDER**

E-tenders are invited on behalf of Punjab National Bank, from experienced Firms/Companies for providing Cut Flowers/ Floral Arrangement Services at Head Office building situated at Plot no: 4, Sector-10 , Dwarka, New Delhi, spread over total 8 floors (Basements + Ground + 5 floors).

1. The bidder should fulfill the eligibility criteria as mentioned in the tender documents to be obtained against payment of Rs.2000/-+ 18% GST i.e. Rs.2360/- (non refundable towards cost of tender), in two envelope system containing (i) Technical Bid & (ii) Commercial bid (On-line only). Tender fee of Rs2,000/- + 18% GST i.e. Rs 2360/- may be submitted in a separate envelope. Commercial bid shall be submitted **online only**.
2. The Bidders intending to participate in this tender are required to get enrolled on the bank's website i.e. <https://etender.pnbnet.in>. Enrolment on the above mentioned website is mandatory.
3. 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 of **class II and above with both signing and encryption facility** in order to bid for the tender.
4. The Tender Documents containing detailed terms & conditions can be downloaded from the e-portal <https://etender.pnbnet.in> or <https://pnbindia.in> and shall be submitted online as per Tender schedule attached.
5. All the bidders are required to submit Demand Draft in favour of Punjab National Bank, payable at New Delhi for Rs 2000/-+ 18% GST i.e Rs 2360/- towards the cost of tender documents by **20.07.2021** up to 14:00 hrs
6. Bidders may submit their queries regarding any technical clarification before **09.07.2021** up to 15:00 Hrs. Thereafter pre bid conference shall be held at PNB HO: 4-Sector 10, Dwarka, New Delhi on **12.07.2021** at 15:00 Hrs.
7. Standardized documents may be downloaded from the "Corrigendum/ Addendums" section of the above mentioned portal up to **15:00** hrs on **19.07.2021**, after clarification on queries. No deviation on the above will be entertained by the bank thereafter.
8. Based on the clarification of conditions by the bank, the intending bidder will have to submit their unconditional acceptance on the prescribed format along with tender document.

9. Commercial bid of only those bidders shall be opened whose tender is in line with requirement of tender documents and are acceptable to the bank. The bidders who do not submit tender Cost in the form of Bank drafts, their tenders will be summarily rejected without any consequences to follow.
10. First of all, Envelope containing tender costs shall be opened and on satisfactory receipt of the same, technical bids shall be opened. In case of online bids, the hard copy of the Demand draft in favour of Punjab National Bank, payable at New Delhi is to be submitted physically by the bidder and shall reach the office of the Chief Manager, GSAD, PNB Head Office, 4- Sector 10,Dwarka, New Delhi on or before **14:00 Hrs. on 20.07.2021**
11. The Commercial bid of technically eligible bidders who meet the eligibility criteria stipulated in tender documents shall be opened online in the presence of participating bidders/their representatives present at site, as per the schedule attached. Date for opening of the commercial bids shall be intimated later on.

As part of technical bid, bank's representative will also visit the existing running sites of bidders to assess the performance as well as arrangement. Bidders, whose CR/performance is found satisfactory with the existing client(s), will be short-listed for consideration of Commercial bid. If required, bidders will have to give demo of the products/proposed arrangement, as per tender, at the site in presence of committee of Bank's officials

12. The Tenders shall be valid for a period of not less than 90 days after the date of opening of Commercial bid, online.
13. All disputes arising out of or in connection with this agreement shall deem to have arisen in Delhi and only the courts of Delhi shall have the jurisdiction to determine the same.
14. Before submission of bid, Bidders are requested to visit the site to have first-hand knowledge about the nature and quality of jobs, involved.
15. For any further information /queries, please contact Chief Manager, GSAD, PNB, Head Office, 4-Sector 10,Dwarka, New Delhi over phone: 011-28044751/ E-mail: [hogad@pnb.co.in](mailto:hogad@pnb.co.in).
16. The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reasons whatsoever. No binding legal relationship will exist between any of the bidders and the Bank until execution of a agreement to full satisfaction of the Bank. This document is meant to provide information only and upon the express understanding that the recipients will use it only for the purpose set out herein. While this document has been prepared in good faith, neither the Bank nor any of its officers or employees make any representation or warranty or shall have any responsibility whatsoever in respect of this document. Any liability is accordingly and expressly disclaimed. This document constitutes no form of commitment on the part of the Bank
17. 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.pnbnnet.in>

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

## **ELIGIBILITY CRITERIA**

### **ELIGIBILITY CRITERIA**

a. The Minimum Average Annual financial turnover of the bidders for the past 3 years ending 31.03.2020 must be Rs 4.03 lakhs.

b. The Bidder should have experience of having supplied /made either of the following floral arrangements in any of Central/State Govt /PSU/Banks/Major Reputed Public/ Pvt Corporate company/Multinational Company located in Delhi/ NCR only during the past 3 years ended 31.03.2020 at least one of which must be presently running.

- 1) One similar completed work costing not less than Rs 10.76 Lac per year
- 2) Two similar completed works each costing not less than Rs 6.72 Lac per year
- 3) Three similar completed works each costing not less than Rs 5.38 Lac per year

c .The bidder must be registered with EPF, ESI & GST authorities located in Delhi / New Delhi/NCR only. Quoting CIN/PAN & GSTIN is mandatory.

d. Documentary Evidence of Running Florist Shop in Delhi

**Note:-The bidder shall furnish following documents along with technical bid with the tender in support of Eligibility criteria:-**

a. Balance Sheet (Audited - if applicable) along with Trading, Profit & Loss Account Statement for the last 3 years, i.e. 2017-18, 2018-19 & 2019-20

b. Copy of Satisfactory Performance Certificate (on the letter head of Service Recipient with complete address and telephone no.) in having executed similar contract/s for Central/State Govt/PSU/Banks/Major Reputed Public/ Pvt Corporate company/Multinational Company located in Delhi/ NCR only during the past 3 years ended 31-03-2020 at least one of which be presently running.

c. Copy of Registration of EPF, ESI, GST and PAN no.

d. Copy of document evidencing of running a florist shop in Delhi.

e. Power of Attorney, if applicable



## **SPECIAL TERMS & CONDITIONS**

We agree to all the general terms & conditions and special terms & conditions of this Bid document.

Signature of the Bidder: \_\_\_\_\_

Seal & Stamp of the Agency/Bidder: \_\_\_\_\_

## **INSTRUCTIONS TO BIDDER**

### **1. INTRODUCTION**

E-tenders are invited on behalf of Punjab National Bank, from experienced Contractors for providing Cut Flowers/ Floral Arrangement Services at Head Office building situated at Plot no: 4, Sector-10 , Dwarka New Delhi, spread over total 8 floors (Basements + Ground + 5 floors).

### **2. ELIGIBLE BIDDER**

This invitation of Bids is open to all bidders, provided they fulfill the minimum eligibility criteria as mentioned in tender document. Bidder submitting the proposal shall comply with the eligibility criteria. Non-compliance of any of the criteria shall entail rejection of the proposal of the bidder.

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

1. To provide Cut Flowers/ Floral Arrangement at Punjab National Bank, HO: at Plot no: 4, Sector 10 Dwarka, New Delhi-110075.
2. Bidders are required to quote as mentioned in Technical Specification, without which, Bank reserves the right to reject the technical bid being technically non-compliant.
3. The bidder should execute Bank approved Agreement with the Bank as per terms & Conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank.

### **4. COST OF BIDDING**

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

### **5. BIDDING DOCUMENT**

The Bidder is expected to examine all instructions, forms, terms and conditions and Technical specifications in the Bidding Documents. Failure to furnish any 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.

### **6. LANGUAGE OF BIDS**

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

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

Any inter-lineation, erasures, or overwriting shall be valid only if the person(s) signing the bid initial(s) them.

### **8. AMENDMENT OF BIDDING DOCUMENTS**

The Bank may modify the Bidding Documents through amendments at the sole discretion of the Bank at any time prior to the last date and time for submission of bids. All such amendments shall be uploaded on the Bank's websites ([www.pnbindia.in](http://www.pnbindia.in) or [www.etender.pnbnet.in](http://www.etender.pnbnet.in)) and shall be binding on all who are interested in bidding.

In order to provide prospective Bidders a reasonable time to take into account the amendment, if any, in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids.

## **9. CONTACTING THE BANK**

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

## **10. BANK'S RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS**

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

## **11. MODIFICATION AND WITHDRAWAL**

Bids once submitted will be treated as final and no further correspondence will be entertained in this regard. No bid will be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, after submission of bid and such bid will be cancelled. Tendering process will be continued with the remaining bidders..

## **12. REVELATION OF COMMERCIALS**

The prices should not be disclosed in the technical or other parts of the bid in any form and shall be disclosed only in the commercial bid. Failure to do so will make the bid liable to be rejected.

## **13. CLARIFICATIONS OF BIDS**

Notwithstanding anything contained in the tender document, to assist in the examination, evaluation and comparison of bids the bank may, at its discretion, ask the bidder for clarification. The response should be in writing and no change in the Commercial or substance of the bid shall be sought, offered or permitted.

## **14. SECURITY DEPOSIT**

The successful bidder to whom contract is awarded shall deposit security deposit of **3% of contract amount** . The security deposit will be made by the successful bidder to the Bank within 14 days of acceptance of award letter, failing which the employer at his discretion may revoke the letter of acceptance and forfeit the earnest money deposit furnished along with the tender.

**Bidder may submit Security deposit in the form of FDR of any schedule bank duly discharged/marked lien in favour of PNB for a minimum period of contract/agreement plus six months. The Security deposit will be released six month after the successful completion of contract.**

## **15. DEADLINE FOR SUBMISSION OF BIDS**

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

All the correspondence/bid should be addressed to Bank at the following address:

**Chief Manager,**  
General service Administration Division,  
Punjab National Bank,  
HO: 4, Sector 10, Dwarka  
New Delhi-110075

**16. LATE BIDS:**

Any bid received by the Bank after the deadline for submission of bid will be rejected and/or returned unopened to the Bidder.

**17. OPENING OF BIDS:**

All the bids will be opened at the date, time and locations mentioned in the tender document (as per tender schedule). The technical bids will be opened in the presence of representatives of the bidders who choose to attend, duly authorised by the bidder.

**18. VALIDITY OF BID:**

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

**19. PERIOD OF CONTRACT**

12 (Twelve) Months. Extendable further two terms of 12 Months each on same rates, Terms & Conditions, subject to annual review.

**20. TERMINATION CLAUSE**

Contract/agreement that shall be entered between the successful bidder and the bank, will be terminated due to unsatisfactorily services like-

20.1) Supply of items not as per quantity and quality defined in the tender.

20.2) Repeated complaint regarding poor service/improper behavior etc

20.3) Improper maintenance of Flower & Flower pots.

20.4) Non maintenance of dress code & Identity Card by the staff employed by the service provider

20.5) Bank also reserves the right to terminate the contract any time without assigning any reason by giving one month's notice with no consequences to follow.

20.6) If he does not provide the services as per contract/agreement and he fails to run the services to the satisfaction of the Bank, to be solely decided by the Bank, security deposit will be forfeited.

## **21. BID CURRENCY:**

The Commercials in the bid document shall be expressed in Indian Rupees (INR) only.

## **22. 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:

### **I. Technical Bid (Part-I) II. Commercial Bid (Part-II)**

The response to the present tender will be submitted in two parts, Technical Bid and Commercial Bid. The bidders will have to submit the technical bid in physical as well as online form through Banks e-procurement system. The supporting documents will have to be submitted in physical form. **Commercial bids should be submitted in online form only through bank's e-procurement system. Bidder may inspect site before quoting the Commercial in commercial offer.**

### **I. TECHNICAL BID (Part I):**

The bidder will have to submit the Technical Bid in sealed envelopes, duly super scribing **"TECH. BID for providing services Floral Arrangements in PNB HO at Plot No: 4, Sector10,Dwarka, New Delhi."**

**TECHNICAL BID** will also contain all the documents mentioned under Clause 25. All the Annexure should be duly signed and sealed by the authorized representatives of the bidder.

TECHNICAL BID will 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. Only those bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for next stage of evaluation.

The bid shall contain no interlineations, erasures or over writing except as necessary to correct errors made by the Bidder, in which case such corrections shall be duly confirmed under signature/initials of the person(s) signing the bid.

### **II. COMMERCIAL BID (Part II):**

Under the second stage, the COMMERCIAL BID of only those bidders, whose technical bids are responsive, will be opened.

## **23. SUBMISSION OF BIDS:**

The bidders shall duly complete the formats of Technical Bid and Commercial Bid and the same will be submitted online through our e-Procurement System using their Digital Signature at website [www.etender.pnbnet.in](http://www.etender.pnbnet.in). The bid submitted by the bidder using Digital Certificate is binding the bidder to the contract.

**Bidders are also required to submit the attested true copies of technical supporting documents in physical form in sealed cover on or before date and time of bid submission. In case of any variation between physical bid and on-line bid, the contents in the on-line bid shall be valid and acceptable.**

## **24. QUANTITY:**

Only the services are to be provided at the pre-approved rates.

## **25. CONTENTS OF DOCUMENTS TO BE SUBMITTED**

### **Documents required in Technical Bid;**

1. Supporting documents in respect of minimum eligibility criteria.
2. Bidder's Application.
3. Acceptance of the terms and conditions and compliance of Technical specifications.
4. Last three years audited (if applicable) balance sheet and profit and loss account statement.
5. Performance certificates from Clients with authorized signature.
6. Technical Offer indicating compliance to the Bank's requirement as per Technical Specifications.
7. Compliance Statement.
8. Power of Attorney / board resolution (if applicable)
9. Tender cost in the form of Demand Draft.
10. Copy of TDS certificate in case of Pvt. Clients

## **26. RESOLUTION OF DISPUTES:**

All disputes or differences whatsoever arising between the parties out of or in relation to the contract/agreement which is to be entered between the bank and the successful bidder, 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 applicable Arbitration and Conciliation Act 1996 and rules framed therein as amended from time to time, by reference *to a sole arbitrator appointed by the bank after issue of notice in writing to the other party clearly setting out their claim in the specific disputes* The award made in pursuance thereof shall be binding on the parties. The venue of the arbitration shall be Delhi. The courts at Delhi shall have jurisdiction to decide all the issues arising in connection with/out of arbitration proceedings. During the arbitration proceedings the Contractor 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 until the decision of the arbitrator, as the case may be, is obtained.

## **27. PROCEDURE FOR FINALIZING L1 BIDDER:**

After technical assessment, bids of all the eligible bidders will be opened and L-1 will be decided on the basis of lowest grand total of quoted rates by the bidders as mentioned in the commercial bid.

## **28. SIGNING OF CONTRACT/AGREEMENT**

The successful bidder(s) shall be required to enter into an agreement with PNB, within seven (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, HO: 4, Sector 10, Dwarka, New Delhi, 110075 on the basis of the Tender Document, and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work.

## **29. ASSIGNMENT**

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

## **30. SERVICE PROVIDER'S RESPONSIBILITY**

Service Provider will ensure to provide the following:

- a) Proper uniform and identity cards to all workers employed by the contractor.
- b) Half Yearly medical checkup of workers employed by the Service Provider;
- c) Police verification of the contractor/ workers/staff employed by the Service Provider

d) Proper maintenance of Flowers & Flower Pots.

f) The Service Provider shall discharge obligations as provided under various applicable statutory enactments including the Employees Provident Fund & Miscellaneous Provisions Act, 1952, the Employees State Insurance (ESI) Act, 1948 ESI (if applicable at the place of work –Delhi, Delhi State), the Contract Labour (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.

j) No dues/contributions under any labor legislations, as applicable, are payable by the Bank with respect to the Successful bidder's personnel/employees. The successful bidder will have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to personnel/employees of under applicable labour legislations.

### **31. PRINCIPAL TO PRINCIPAL RELATIONSHIP**

The relationship between the bank and Service Provider shall be on principal to principal basis. Employees engaged by the Service provider shall be deemed to be the employees of the Service Provider. Service Provider would comply with all statutory obligations and labour laws/regulations/rules etc. None of the provisions of the agreement that shall be entered between the successful bidder and the bank shall be deemed to constitute a partnership between the parties here to neither party shall have authority to bind the other except as specifically provided here under. Neither party hereto is an agent of the other nor there any master – servant relationship between the parties. The relationship is Principal to Principal basis only.

### **32. SEVERABILITY**

In the event any provision of this agreement is held by a tribunal/court of competent to be contrary to the law, the remaining provisions of this agreement will remain in full force and effect

### **33. NON DISCLOSURE CLAUSE**

The Successful bidder shall not, without bank prior written consent, disclose the Contract or any provision thereof, or any specification or information furnished by or on behalf of bank in connection therewith, to any person other than a person employed by the Successful bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence against Non-disclosure agreements completed prior to disclosure and disclosure shall extend only so far, as may be necessary for the purposes of such performance. Any document, other than the Contract itself, shall remain the property of Bank and all copies thereof shall be returned to the Bank on termination or completion of the Contract.



### **34 CHANGE /REPLACEMENT OF WORKMEN/STAFF**

Service Provider shall at the request of bank immediately change/replace from works any person employed thereon by him who may in the opinion of the Bank be unsuitable or incompetent or who may misconduct himself. Such change/replacement shall not be the basis of claim for compensation or damages by the Service Provider or its employees against the bank or any of their officers or employee.

### **35. BRIEF DETAILS OF THE BUILDING AND OTHER TERMS AND CONDITIONS**

35.1 Building is having approx. 8,50,000 sqft area spread in three basement , ground plus five upper floors. Each floor 1<sup>st</sup> to 5<sup>th</sup> floor. Placing of Flower Pots on different locations in building will be decided by bank.

35.2 All the workers of Service provider will wear uniform with identity card.

35.3 It will be the duty of the Service provider to keep the Flower Pots in good and clean state. Any case of any laxity penalty of Rs.100.00 per day may be imposed by the Bank.

### **BANK'S RIGHT TO SET OFF**

Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to earmark set-off or adjust any amounts due to PNB under any of the clauses of the agreement for delay, failure or non-performance of any condition, undertaking, and commitment or for breach of any terms of the agreement that shall be entered between the successful bidder and the bank. This clause shall override all other clauses of this document and shall also survive the termination.

### **36. FORCE MAJEURE**

The Service provider or the Bank shall not be responsible for delays or non-performance of any or all contractual obligations due to any Force Majeure cause which is beyond the control of the Service Provider or Bank, as the case may be and which substantially affects the performance of the obligations under the Agreement including:

- a) Acts of God, natural calamities, including but not limited to floods, droughts, earthquakes and epidemics;
- b) Acts of any country, domestic or foreign, including but not limited to war, declared or undeclared priorities, quarantines, embargoes;
- c) Acts of public enemy, accidents and disruptions including but not limited to fires, explosions, breakdowns of essential machinery or equipment;
- d) Transportation delay due to force majeure or accidents;
- e) Strikes, lockouts and sabotages;



f) Riots and civil commissions; etc. Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

Provided that the service provider shall notify the Bank in writing of such causes within ten days from the occurrence of such a clause. Unless otherwise directed by the Bank in writing, the Service provider shall to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly continue to perform its' obligations under the Agreement, that shall be entered between the successful bidder and the bank, as far as possible, and shall seek all means for performance of all the obligations, 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 Service Provider. Further, Bank also reserves the right to assign the work to other service providers without any consequences and claims.

### **37. SPECIFICATION OF FLOWERS TO BE PROVIDED BY THE CONTRACTOR:**

#### **List of Flowers**

Sr No	Flower Name
1	Anthurium
2	Birds Of Paradise
3	Carnation
4	Chrysanthemums
5	Daisy
6	Gladiolus
7	Lily (Oriental/Asiatic)
8	Orchid
9	Tata Rose
10	Tuberose
11	Gerbera

### **38. PAYMENT TERM**

Monthly Payment shall be made on actual consumption basis by the bank, within one week of submission of concerned bill by the contractor. Necessary deductions of TDS etc. will be made as per prevailing income tax rules. GST rules shall be applicable.

**The payment will be released on submission of the following certificate, by the contractor:**

We are maintaining proper records w.r.t. payment of wages and statutory dues to all our employees and the same are being paid.

That we have paid the minimum wages to all the workers employed by us as per the wages announced by Government of National Capital of Delhi vide their latest notification.

We have paid / deposited all the statutory dues i.e. PF and ESI of our employees.

We undertake to deposit the GST collected from you in the Government Account. The receipt of the GST deposited during \_\_\_\_\_ is enclosed herewith.

We, as a contractor is following all the statutory rules and provisions as required by law and indemnify you against all the consequences arising out of this payment.

Date

**Contractor**

### **39. INDEMNITY CLAUSE**

The Service Provider shall indemnify the bank from any loss, damages caused to bank for non-compliance of any statutory duty by contractor under any statutory and labour law or otherwise. The bank can also recover the loss, cost, damages, and charges from security amount deposited by the bidder. The Service Provider shall indemnify the Bank against all third party claims.

The Service Provider shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes 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 Service Provider's obligation under the Agreement (that shall be entered between the successful bidder and the bank) and/or its representatives/employees leading to breach of any of the provisions of Law faced, suffered or incurred by the Bank or in respect to all salaries, wages or other compensation to all persons employed by the Vendor in connection with the performance of its services under the Agreement.

#### **39.NO LIABILITY**

- a. All employees engaged by the applicant/bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. and shall also comply with all statutory compliances. That under no circumstances shall PNB be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the bidder.
- a. PNB shall not be held liable for litigation arising out of the use of any third party claims of any nature whatsoever.
- b. Under no circumstances PNB shall be liable to the bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if PNB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business

- c. Subject to any law to the contrary, and to the maximum extent permitted by law neither party shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.

#### **40. OTHER TERMS & CONDITIONS**

Bank may take the services from any outside service provider at the HO Building Dwarka during the currency of contract with/without giving notice to the existing Service Provider.

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 shall obtain necessary insurance cover to meet any of the above contingencies.

The bidder shall ensure that staff employed by him for execution of work are suitably covered against Workmen's Compensation Act and that all liabilities arising out of Workmen's Compensation Act, ESI & P.F and other legislative enactments applicable to such works and workmen shall be to the bidder account. In case Bank is called upon by any court of law or any other statutory authority, to make any payment in any of the above circumstances the same shall be paid by the bidder. In case of failure, Bank will have the right to recover the same from the bidder or adjust the same from and out of any of the amount payable to the tenderer and security deposit and claim the balance from the bidder

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 employee/agent.

**DETAILS OF THE BIDDER:-**

1.	Name of the Bidder:	_____
2.	Name of Contact Person and Mobile Number:	_____
3.	Address of the Bidder :	_____
4.	Telephone / Fax / Email:	_____
5.	Authorized distributor / supplier / franchise of (specify brand) (Certificate to be enclosed:	_____
6.	No. of years in Business:	_____

**7. RTGS Details:**

Sl. No.	Particulars	Details
a)	Party Name as appears in Bank Account	
b)	Account No.	
c)	Bank Name	
d)	11 digit IFSC Code (for remittance through RTGS)	
e)	Name of Branch	

(Copy of proof to be enclosed)

**8.Registration /Taxes Details:**

1	GSTIN / ARN	
2	NAME	
3	ADDRESS	
4	PIN CODE	
5	STATE	
6	STATE CODE	
7	E-MAIL ID	
8	MOBILE NO.	
9	PAN	
10	EXISTING VAT /STC	
11	HSN / SAC CODES	

Signature of the Bidder: \_\_\_\_\_  
Seal & Stamp of the Agency/Bidder: \_\_\_\_\_



**Bid Securing Declaration Form**

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

Tender No. \_\_\_\_\_

To

**Chief Manager  
HO GSAD, 1<sup>st</sup> Floor,  
Plot No 4, Sector 10, Dwarka,  
New Delhi 110075**

**Reg: Bid Securing Declaration Form for the tender of Floral Arrangement at Head Office: At  
Plot No.4, Sector 10, Dwarka, New Delhi.**

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:

In the capacity of

Name:

Duly authorized to sign the bid for an on behalf of

Dated on \_\_\_\_\_ day of \_\_\_\_\_

Corporate Seal

**COMMERCIAL BID (Online Only)**

(BIDNO. PNB/ FLORAL / DWARKA/ HO/ \_\_\_\_/ 2021)

**Tender Application for Floral Arrangement**

The Dy. General Manager,  
General Services & Administration Division  
HO, Plot No. 4, Sector 10, Dwarka,  
New Delhi.

Dear Sir,

In response to notification calling tenders for the job of Floral Arrangement of various cut Flowers/ Floral arrangement at HO Building at Plot no 4, Sector 10, Dwarka hereby submit our tender at the given below:-

Sr no	Details of flower arrangement	Number of pc.	Rate per pc	Total amount
	<b>On Daily Basis</b>			
1	Tata Rose, Carnation, Gerbera, Orchid, Chrysanthemum, Gladiolus on daily Basis for MD's Room (Two pots 20 pc of Flowers each )	2		
2	Tata Rose, Carnation, Gerbera, Orchid, Chrysanthemum, Gladiolus on daily Basis for 4 ED's Room and 1 CVO Room ( Two Pots 18 pc of Flowers each )	10		
3	Lilly, Tata Rose, Carnation, Gerbera, Orchid, Chrysanthemum, Daisy for MD/ED's Dining Table in MD Mess Room on daily basis ( Three pots 20 pc of Flowers each)	3		
4	Tata Rose, Carnation, Gerbera, Tuberoses, Gladiolus on daily Basis for Reception/Visitor Areas/ ED's (Washroom)/ PA's to MD/ED's on VIP floors ( One pot 12 pc of Flowers)	23		
5	Lilly, Tata Rose, Carnation, Gerbera, Orchid, Chrysanthemum, Daisy for GM's Dining Table in GM Mess on daily basis (One Pot 10 pc of flowers)	8		
6	Special garland of Red and white flowers (medium 5 garland daily) for VIP lift/MD/ED Rooms	5		
7	Special garland of Red and white flowers (Big 4 garland daily) for VIP lift/MD/ED Rooms	4		
8	Garland of Rose flowers (4 garland daily) for VIP lift/MD/ED Rooms	4		
	Rose Petals (3 packs daily)			

9		3		
	<b>On Alternate Days</b>			
10	Tata Rose, Carnation, Gerbera, Orchid, Tuberoses, Gladiolus on daily Basis for 40 CGM's and GM's Room ( Two pots 16 pc of Flowers each)	40		
	<b>On Need Basis</b>			
11	Anthurium, Lilly, Tata Rose, Bird of Paradise, Iris, Gladiolus, Chrysanthemum, Carnation, Gerbera, Orchid and Tuberoses in Board Room ( Need based on the day of meeting only, One Pot of sixty flowers )	3		
	Grand Total			

Applicable GST shall be paid by the bank, extra.

**(Signature of Contractor with Seal)**