



पंजाब नैशुनल बैंक  
...भरोसे का प्रतीक !



punjab national bank  
...the name you can BANK upon !



GAD, CO: THANE, 4<sup>TH</sup> FLOOR, PRAGATI TOWER BUILDING, BKC, MUMBAI: 400051

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PART-A

TENDER DOCUMENT

(TECHNICAL BID)

**Annual Maintenance Contract for Housekeeping  
(including Laundry & Maintenance Services) at Staff  
Training Centre(STC), CBD Belapur, Navi- Mumbai.**

CLIENT:

PUNJAB NATIONAL BANK,  
CIRCLE OFFICE: THANE  
4<sup>TH</sup> FLOOR, PRAGATI TOWER BUILDING  
BKC: MUMBAI: 400051

## **1. INTRODUCTION**

Punjab National Bank (PNB) (The Bank) a Public Sector Bank, constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act 1970, commenced its operations on April 12, 1895 to undertake Banking activities. The Bank enjoys strong fundamentals, large franchise value and good brand image.

## **2. DISCLAIMER**

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.

This tender Document is to provide the Bidder with information to assist the formulation of their Proposal. 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 or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the tender 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, however caused arising from reliance of any Bidder upon the statements contained in this tender.

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 do so, update, amend or supplement the information in this tender Document.

## **BRIEF DETAILS OF THE STC BUILDING & IT's INSTALLATIONS**

### **GENERAL**

*The Premises is situated in the most elite Business Area of the International City of Mumbai which is hailed as Commercial Capital of the Country. The premises are well connected by rail, road and is well equipped with excellent infra-structure facilities.*

*This building is consisting of DRDC & STC*

*DRDC: Data Centre (operational Office at 2<sup>nd</sup> Floor)*

**STC:**

**Basement:** Electrical room, A/C Room, Godown, unoccupied hall.

**Ground Floor:** Reception Lobby, Security office, Lift Lobby

**First Floor:** Administrative block (with office and secretariat of Principal, Vice Principal, Office store), 2 Computer labs, Pantry, Auditorium, Faculty Chambers, Administrative Office, Toilets, Stationery rooms, Lift Lobby, Corridor etc. AHU Room etc.

**Second Floor:** 2 Lecture Halls, 1 Syndicate room, Library, Gymnasium, Doctor's Room, Toilets, Pantry, Tea Lounge, AHU Room, Lift Lobby, Corridor etc.

**Third Floor :** 16 nos. hostel rooms with double occupancy and 4 nos. rooms with single occupancy and attached Toilets, Lift Lobby, corridor, entertainment rooms and terrace. etc.,

**Fourth Floor:** 16 nos. hostel rooms with double occupancy and 4 nos. rooms with single occupancy and attached Toilets, Lift Lobby, corridor, Treasury Back Office, entertainment room and terrace etc.,

**Fifth Floor:** 5 nos. of hostel rooms with attached Toilets, 1 VIP Suite, 2 Dining Halls, Kitchen, Lift Lobby, Corridor etc and Terrace.

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## NOTICE INVITING e-TENDER (NIT)

**Reg:- Annual Maintenance Contract for Housekeeping (including Laundry & Maintenance Services) at Staff Training Centre(STC), CBD Belapur, Navi- Mumbai.**

Punjab National Bank (PNB) invites E-tender (two bid systems) for AMC of Housekeeping work at **Staff Training Centre(STC), CBD Belapur, Navi- Mumbai**, who fulfil the eligibility criteria mentioned in tender documents.

Tender documents may be downloaded from our official website [www.pnbindia.in](http://www.pnbindia.in) & bank's e-Tendering website <https://etender.pnbnet.in/login>.

The tender cost fee of **Rs.1, 180/-** in the form of Demand Draft shall be submitted by bidders in a separate envelope in Envelope No.1.

The Bidders intending to participate in this tender are required to get enrolled on the bank's website i.e. <https://etender.pnbnet.in/login>. Enrolment 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/login> as per tender schedule attached and shall be submitted online.

Bidders may submit their queries regarding any technical clarification up to 17:00Hrs before **25.03.2022** through e-mail: [cothanegad@pnb.co.in](mailto:cothanegad@pnb.co.in)

Standardized documents may be downloaded from the "Corrigendum / Addendums" section of the above mentioned portal up to 15:00 Hrs on (as per schedule) after clarification on queries. No deviation on the above will be entertained 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.

### **Submission of Tender**

1. **Physical Submission (Part-A):** Envelopes containing tender fees, EMD, tender document and supporting documents in support of eligibility criteria.
2. **Online submission (Part-B):** Commercial bid.

**Physical submission (Part-A):** - Bidders are required to submit their bids in the three envelope system as detailed under: -

### **Envelope No.1- Tender Cost & EMD**

Envelope No.1 shall contain Tender Cost of **Rs.1, 180 /-**inclusive of GST (INR One Thousand, one hundred and Eighty only), in the form of DD which shall be non-refundable in favour of Punjab National Bank payable at Mumbai and EMD amounting to **Rs.42,580/-** (refundable) in favour of Punjab National Bank payable at Mumbai. This envelope shall be super scribed **“Envelope No. 1- Tender Cost for Bid: Annual Maintenance Contract for Housekeeping (including Laundry & Maintenance Services) at Staff Training Centre(STC), CBD Belapur, Navi- Mumbai”**.

|  |  |
|--|--|
| <b>“Envelope No. 1- Tender Cost for Bid: Annual Maintenance Contract for Housekeeping (including Laundry &amp; Maintenance Services) at Staff Training Centre(STC), CBD Belapur, Navi- Mumbai”</b> |  |
| <b>From</b><br><b>Name of Firm:</b><br><b>Address:</b><br><br><b>Tel;</b><br><b>Mobile:</b><br><b>E-mail:</b>  | <b>To,</b><br><br><b>The Chief Manager</b><br><b>Punjab National Bank</b><br><b>GAD, CO: Thane,</b><br><b>4<sup>th</sup> Floor, Pragati Tower Building</b><br><b>BKC, Mumbai: 400051</b> |

### **Envelope No. 2 – Technical Bid**

Envelope No. 2 shall contain technical bid (one set of duly signed tender document except commercial bid). Each page and correction duly signed by Bidders including tender form duly filled in with complete details and descriptions. Bidder shall submit supporting documents in support of eligibility criteria as mentioned in tender documents. This envelope shall be super scribed **“Envelope No. 2 - Technical Bid: Annual Maintenance Contract for Housekeeping (including Laundry & Maintenance Services) at Staff Training Centre(STC), CBD Belapur, Navi- Mumbai”**.

|   |  |
|---|--|
| <b>“Envelope No. 2- Technical Bid:Annual Maintenance Contract for Housekeeping (including Laundry &amp; Maintenance Services) at Staff Training Centre(STC), CBD Belapur, Navi- Mumbai”</b> |  |
| <b>From</b><br><b>Name of Firm:</b><br><b>Address:</b><br><br><b>Tel;</b><br><b>Mobile:</b><br><b>E-mail:</b>   | <b>To,</b><br><br><b>The Chief Manager</b><br><b>Punjab National Bank</b><br><b>GAD, CO: Thane,</b><br><b>4<sup>th</sup> Floor, Pragati Tower Building</b><br><b>BKC, Mumbai: 400051</b> |

## **COMMERCIAL BID (PART-B)**

### **STEPS FOR BID SUBMISSION ONLINE**

1. Make Digital Certificates
2. Visit at PNB e-tender System (etender.pnbnet.in)
3. Go to Bidder support, follow the instructions and finally get vendor registration
4. Get registration confirm from Bank
5. Download Bidder Manual from option Bidder Support and follow the instructions
6. Download schedule of activities from site: etender.pnbnet.in
7. As per schedule you can download the tender documents
8. As per schedule prepare the bid & Hash submission
9. As per schedule do the activity of re-encryption

**Note: - Bidders are advised to note that Bank will not entertain queries pertaining to process of activities and issues pertaining to activities. Bank will entertain queries pertaining to technical bid clarification and confirmation of registration only.**

Commercial bid shall be submitted **online only**. No physical copy of commercial bid (price bid) shall be submitted by bidder along with tender documents.

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. Date for opening of commercial bids will be intimated later.

All disputes arising out of or in connection with this agreement shall deem to have arisen in Mumbai and only the courts of Mumbai 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 and hash submission and bid re-encryption is compulsory activity, failing which bidder will not be able to submit the bids online.**

Please note that for 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>.

Sealed tenders as above will be received by the office of Principal (GAD), Circle Office: Thane, 4<sup>th</sup> floor, Pragati Tower Building, BKC, Mumbai: 400051 up to **15:00** hours on **25.03.2022** and Envelope no.1 (Tender Cost) and technical bid (Envelope No.2) will be opened in line with **online schedule**.

Tenders received late on account of any reason whatsoever and telegraphic tenders will not be entertained. **The tender not accompanied by the Earnest Money & Tender Cost deposited by Demand Draft are liable to be rejected as NON-RESPONSIVE.**

The Tender shall be valid for a period of 90 days after the date of opening of Commercial Bid (online).

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.

Interested Bidders are requested to send the email to **cothanegad@pnb.co.in** containing following information, so that in case of any clarification same may be issued to them.

- a) Name of company
- b) Contact person
- c) Mailing address with Pin Code
- d) Telephone No
- e) Fax No
- f) Email address
- g) Mobile No

Yours faithfully,  
FOR & ON BEHALF OF PUNJAB NATIONAL BANK

**Chief Manager**



### IMPORTANT BID DETAILS

|     |  |  |
|-----|--|--|
| 1.  | TENDER REFERENCE   | CO/THANE/GAD/HK/2021-22  |
| 2   | Name of Work   | <b>Annual Maintenance Contract for Housekeeping (including Laundry &amp; Maintenance Services) at Staff Training Centre(STC), CBD Belapur, Navi- Mumbai.</b> |
| 3   | Estimated cost   | <b>Rs.21.29Lakh inclusive of GST</b>   |
| 4.  | Date of commencement of Tender download  | As per schedule  |
| 5.  | Last date and time of acceptance of queries  | <b>25.03.2022 up to 17.00 hrs</b>  |
| 6.  | Last date and time for downloading tender  | As per schedule  |
| 7.  | Bid preparation and Hash Submission  | As per schedule  |
| 8.  | Last Date for Bid Re-Encryption & Bid Submission   | As per schedule  |
| 9   | Date and time for opening of EMD & tender fees online  | As per schedule  |
| 10  | Date and time for opening of Technical bids online   | As per schedule  |
| 11  | Date & time for evaluation of Technical bid online   | As per schedule  |
| 12. | Last date & Time for physical submission of sealed tender (Tender fees, Technical Bid, supporting documents as per check List) | <b>25.03.2022, upto: 15:00 Hrs.</b>  |
| 13. | Date & Time for physical opening of Tender Fees& Technical Bid opening.  | In line with online schedule   |
| 14. | Cost of Tender Document  | <b>Rs. 1,180/- (INR One Thousand, One Hundred</b>  |

|     |                                    |   |
|-----|------------------------------------|---|
|     |                                    | <p><b>and Eighty Only). Inclusive of GST</b> (nonrefundable) in the form of Demand Draft in favour of Punjab National Bank payable at Mumbai.</p> <p>* Firms registered under SMEs for Housekeeping Services/Facility Management would be exempted from submission of Tender Fees /cost.</p> <p>Firms registered under SMEs for other services except Housekeeping Services/Facility Management would not be exempted from submission of Tender Fees /cost.</p>                         |
| 15. | Earnest Money Deposit (EMD) Amount | <p><b><u>Rs.42,580/-</u></b> (Rupees Forty Two Thousand Five Hundred and Eighty only), refundable, in the form of Demand Draft in favour of Punjab National Bank payable at Mumbai.</p> <p>* Firms registered under SMEs for Housekeeping Services/Facility Management would be exempted from submission of Tender EMD.</p> <p>Firms registered under SMEs for other services except Housekeeping Services/Facility Management would not be exempted from submission of Tender EMD.</p> |
| 16. | Validity of Tender                 | 90 Days from the date of opening of commercial bids.  |
| 17. | Duration of contract               | 12 months and can be extended for further period of two years (one year + one year) on same terms & conditions with 3% annual increase on quoted rate, if Bank desires, on basis of satisfactory performance of the successful vendor.  |
| 18. | Extent of Contract                 | Bank also reserves the right to extend this contract by further 01 year @3 <sup>rd</sup> year rate at same terms & conditions, if the performance of the firm found satisfactory by bank authorities.   |
| 19. | Acceptance of letter               | 7 days from date of award of work   |
| 20. | Date of start of work              | 15 days of issue of award letter.   |
| 21. | Place of opening of Bids           | Punjab National Bank<br>GAD, CO: Thane,<br>4 <sup>th</sup> Floor, Pragati Tower Building<br>BKC, Mumbai: 400051   |
| 22. | Contact Details                    | Chief Manager<br>Punjab National Bank<br>GAD, CO: Thane,<br>4 <sup>th</sup> Floor, Pragati Tower Building<br>BKC, Mumbai: 400051  |

|    |                           |  |
|----|---------------------------|--|
| 23 | Performance Security (PS) | Successful Contractor will deposit 3% of quoted /awarded amount within 02 days of date of order (in form of DD: In favour of Punjab National Bank, Payable at Mumbai) as PS.                         |
| 24 | Refund of PS              | PS amount will be paid to the Successful Contractor after successful completion of contract period.  |
| 25 | Forfeiture of PS          | In case the contractor abandons the contract or leaves the contract unperformed, the Performance Security shall be liable to be forfeited.   |
| 26 | Refund of EMD             | EMD of unsuccessful bidder shall be returned after completion of bidding process/award of work to L-1 bidder wherein EMD amount of successful bidder shall be adjusted towards performance security. |
| 27 | Forfeiture of EMD         | In case L-1 contractor does not submit the acceptance letter within the stipulated time then his EMD will be for forfeited (Bank's discretion).  |

Bank will be following the e-tender process. The complete details of the requirements for participation in the e-tender process of the bank are given in the website <https://etender.pnbnet.in>, which may be referred for details & clarification. It is essential for the bidder to be registered on our website to be able to submit the bid online also.

**Note: - Technical bids will be opened in the presence of bidders who choose to attend as above on scheduled date & time. The above schedule is subject to change. Notice of any changes will be published on Bank's website (www.pnbindia.in & https://etender.pnbnet.in) wherever feasible. Further, please note that commercial bid opening date, time will be intimated to the technically qualified bidders at a later date.**

## LETTER OF SUBMITTING TENDER

The Chief Manager  
Punjab National Bank  
GAD, CO: Thane,  
4<sup>th</sup> Floor, Pragati Tower Building  
BKC, Mumbai: 400051  
Dear Sir,

With reference to the tender invited by you for **Annual Maintenance Contract for Housekeeping (including Laundry & Maintenance Services) at Staff Training Centre(STC), CBD Belapur, Navi- Mumbai**, we do hereby offer to execute the work under contract at the respective rates mentioned in the schedule of quantities. I/ We have seen the site understood the general conditions. I/ We agree to execute the work as per specifications general conditions of contract, special conditions, additional conditions, schedule of quantities etc.

I/ We will be depositing Performance Security @3% of awarded value by Demand Draft which amount is not to bear any interest. I/ We do hereby agree that this sum shall be forfeited by you in the event our tender is accepted and I/ We fail to execute the contract when called upon to do so.

I/ We understand that you are not bound to accept the lowest or any tender that you receive.

Yours faithfully,

(CONTRACTOR)

## **ELIGIBILITY CRITERIA**

**This invitation of bid is open to all Indian Companies having presence in India who fulfil the eligibility criteria as mentioned below.**

| <b>S/N</b> | <b>Eligibility Criteria</b>  |
|------------|--|
| <b>1</b>   | Registered & operating Office of bidder should be in Mumbai. Proof is required. Firms having their registered or operating or both offices at out of Mumbai need not to apply.   |
| <b>2</b>   | <p>Track record of bidder should be clean and should not have any involvement in illegal activities or financial frauds. There should not be any case with the Police/Court/Regulatory authorities against the bidder.</p> <p>Bidder must not have been prosecuted or suffered any penalty for violation of any statutory laws by any Authorities.</p> <p>The bidder should not have rescinded/abandoned any contract awarded by any of his clients before the expiry of prescribed period of contract.</p> <p>Bidder must not have been suspended / delisted / blacklisted by any organization on any grounds for last 05 years.</p> <p>For above, please furnish the relevant annexure on affidavit.</p>   |
| <b>3</b>   | <p>Bidder should be a professional with a minimum of 7 years' experience in providing Housekeeping/ Facility Management to training institutions, banks, corporate sector, etc..The Bidder (Proprietorship / Partnership/Company) should have following Registrations and same should be at least 05 years old: -</p> <ul style="list-style-type: none"><li>a) E.P.F. Registration (Mumbai based)</li><li>b) E.S.I. Registration (Mumbai based)</li><li>c) Service Tax Registration (old) and GST (new), combined both (Mumbai based)</li><li>d) PAN Number</li></ul> <p>Note:-</p> <p>I. In case of Partnership Firm, besides above, copy of Partnership deed is also required.</p> <p>II. In case of Company, besides above, copy of ROC &amp; AOA is also required.</p> |
| <b>4</b>   | Bidder should have among its clients, training institutes / centres established by Power sector institutions or corporate in public/Central Govt./ State Govt, for whom they have been providing catering services of similar nature. Names and addresses of such clients along with details regarding nature, amount and period of the contracts should be furnished along with Technical Bid (Part-A). Certificates from the clients regarding the quality and duration of service rendered during the last 07 years shall also be furnished in the prescribed format given in tender document.  |

|    |  |
|----|--|
| 5  | Bidder should have average annual turnover during the last 3 years, ending 31 <sup>st</sup> March of 2021, should be 30% of estimated cost. Bidder to submit GST No., Balance sheets along with Trading Profit & Loss Account statement of the last three financial years.   |
| 6  | <p>Bidder should have experience of having successfully completed similar works <b>Annual Maintenance Contract (AMC) for Housekeeping/Facility Management at Office Buildings</b> of Banks/State or Central Govt./Public Sector organization/ reputed Ltd. companies during the last 7 years ending 31<sup>st</sup> Jan, 2022 (Between 01.02.2015 to 31.01.2022) should be either of the following:</p> <ul style="list-style-type: none"> <li>a. Three similar completed works costing not less than amount equal to 40% of estimated cost.</li> <li>b. Two similar completed works costing not less than amount equal to 50% of estimated cost.</li> <li>c. One similar completed works costing not less than amount equal to 80% of estimated cost.</li> </ul> <p><b>Similar work: AMC of Housekeeping/Facility Management buildings of Banks/ State or Central Govt./ Public Sector organization/ reputed Ltd. companies).</b></p> <p>Bidder to submit copy of work completion certificate for completion of awarded work and Performance certificate from employer as evidence of satisfactory performance of work.</p> |
| 7. | <b>Annexure &amp; Proforma mentioned in tender documents.</b> Bidder to submit copy of work completion certificate for completion of awarded work and Performance certificate from employer as evidence of satisfactory performance of work.   |

**Note:** - The vendor should have sufficient manpower and will have to provide sufficient staff as per scope of work to attend the work and the payment of staff will have to paid by vender as per the wages announced by Central Govt. from time to time as per the notification. The vender will have to deposit all statutory dues, i.e. PF and ESI of employees regularly. The vender will have to follow all the statutory rules and provisions as required by law.

## ARTICLES OF AGREEMENT

This agreement is made at Mumbai on..... **Day of..... 2022** between Punjab National Bank, Circle Office: Thane, 04<sup>th</sup> floor, Pragati Tower Building, BKC, Mumbai: 400051, a Body Corporate, constituted under the Banking Companies (Acquisition and transfer of undertakings) Act 1970, having its Head Office at Plot No 4, Sector -10, Dwarka, Delhi-110075 (hereinafter called the "Bank", which term shall, wherever the context so permits, mean and include its successors and assigns) of the one part

AND

----- (Herein after called "the Tenderer") of the other part.

WHEREAS the Employer is desirous of **Annual Maintenance Contract for Housekeeping (including Laundry & Maintenance Services) at Staff Training Centre(STC), CBD Belapur, Navi- Mumbai** and has vide letter of **acceptance dated .....** accepted a tender by the Tenderer for the execution, completion, and maintenance of such works **w.e.f ----- to -----** for the period of one year.

NOW THIS AGREEMENT WITNESSES 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 (Part A & B).
  - b) Relevant correspondence (all letter/ correspondence) forming parts of contract and referred to in acceptance letter.
  - c) Acceptance letter
  - d) Other additional documents as required
  - e) Corrigendum, if any.
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 (**Rs. ----- + GST = Rs.----- per annum / Rs. ----- + GST = Rs. ----- per month**) to be made by the employer to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the employer to perform execute, complete and maintain the work in conformity in all respects with the provision 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 maintenance/ repair/ replacement of parts

etc. in 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 the Successful tenderer (**Rs. ----- in form of DD, bearing No: ----- dt: -----**) shall stand forfeited. No interest will be paid on SD amount.

6. The Annual service contract includes **Annual Maintenance Contract for Housekeeping (including Laundry & Maintenance Services) at Staff Training Centre (STC), CBD Belapur, Navi- Mumbai.**
7. The employer hereby covenants to pay the tenderer 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 Mumbai. Arbitration shall be conducted by the sole arbitrator.

IN WITNESS, where of 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\_\_\_\_\_

Said\_\_\_\_\_

(Name  
On behalf of the contractor

(Name  
On behalf of the Employer

In the presence of

in the presence of

Name:

Name:

Address:

Address:



## **GENERAL TERMS AND CONDITIONS (GTC)**

Sealed tenders should be addressed to the Chief Manager, GAD, CO: Thane, 4<sup>th</sup> floor, Pragati Tower Building, BKC, Mumbai: 400051 and super scripted **Annual Maintenance Contract for Housekeeping (including Laundry & Maintenance Services) at Staff Training Centre(STC), CBD Belapur, Navi- Mumbai** and sent so as to reach not later than **15.00 Hrs on 25.03.2022.**

1. No tender will be received after **15.00 Hrs on 25.03.2022** under any circumstances whatsoever.
2. Part A (Technical Bid) will be opened as per online schedule in presence of the tenderers/ their representatives who wish to be present.
3. The tender shall remain valid for a period of 90 days from the date of opening the commercial bids.
4. Each page of the tender documents is required to be signed by the person or persons submitting the tender in token of his / their having acquainted himself / themselves with the tender documents in total.
5. The successful Tenderer to whom the Contract is awarded shall deposit as Performance Security @3% of awarded value.
6. The Performance Security will have to be made by the Contractor to the Bank within 3 days of acceptance of award letter, failing which the employer at his discretion may revoke the letter of acceptance. The Performance Security shall be accepted in the form of Demand draft not by Bank Guarantee. The employer is not liable to pay any interest on Performance Security. In case of default on the part of contractor to perform and observe any covenant, conditions and provisions herein contained, 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 Contractor under this agreement, for such breach.
7. The Performance Security will be refunded only after satisfactory fulfillment of the contract. In case the contractor abandons the contract or leaves the contract unperformed, the Performance Security shall be liable to be forfeited.
8. All compensation or other sums of money payable by the contractor to the employer under the terms of the contract may be deducted from his security deposit. The amount so permit and contractor shall unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.
9. **Duration of contract and notice period:** - The period of contract shall be 12 months from the date of commencement and can be extended for further two years (one year + one year) on same terms & conditions with 3% annual increase on quoted rate, if Bank desires, on basis of satisfactory performance of the vendor. The contract can however, be terminated by PNB by giving a notice of 30 days without assigning any reason whatsoever.

10. The contractor must not assign the contract. He must not sub-let any portion of the contract except with the written consent of the Employer failing which the employer may rescind the contract and the security deposit shall stand forfeited and at absolute discretion of the employer.
11. The tenderer must obtain for himself on his own responsibility all the information which may be necessary for the purpose of making a tender and entering into a contract. The tenderer is advised to inspect the installations at the site of work and acquaint him with all local conditions, nature of work and all matters pertaining thereto.
12. The successful tenderer must co-operate with other contractors engaged by the employer and the work shall proceed smoothly with least possible delay and to the satisfaction of the employer.
13. The employer shall provide water and electric power from the existing sources free of cost.
14. On award of work, the contractor will furnish to PNB full particulars of the staff deployed on the work and issue/ obtain identity cards, which shall be carried by them throughout the time of their duty. The security staff of PNB shall have right to check or interrogate to any of the contractor's staff while entering/ leaving the premises.
15. The staff provided by the contractor shall be disciplined, polite and courteous. They shall not misbehave with any PNB staff and shall not engage themselves in any unlawful activities in the premises. The contractor shall be fully responsible for any theft, burglary, fire or any other mischievous deeds of his staff and shall replace any staff if asked for by PNB.
16. The rates quoted shall be applicable throughout the period of contract.
17. Payment of wages: The contractor shall make payment to the staff as per **Central Govt. Minimum Wages Act on or before 07<sup>th</sup> day of every month**. The contractor shall also give effect to any statutory variation in the wages and shall not have any claim on Bank in any manner whatsoever in this regard. The contractor will have to make the payment by issuing cheques/credit in the account of the Staff after making payment to their staff; the contractor should give an undertaking that they have paid wages as per Central Govt. Minimum Wages Act. Vendor will deduct profession tax and Maharashtra Labour welfare fund every month and submit proof in this regard.
18. Payment Terms: The Contractor shall submit bills once in a month along with self-attested copy of attendance register for staff deployed in the building, Certificate of Compliance of all the statutory laws, Salary Sheet, Photocopy of Cheques /RTGS/NEFT issued to staff, PF, ESI Challan, etc. duly signed by authorized person and bill will be paid within 15 days after receipt.
19. The Successful Contractor shall be responsible for settling any claim/ compensation against all damages and accidents caused due to negligence on the part of his employees and keep Bank indemnified from any compensation/ liability.

20. GST or any other Tax on materials and also on the turn over, if any, in respect of this contract shall be paid extra by the Bank as per applicable rates.
21. The Successful Contractor 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 –Mumbai or Maharashtra 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.
22. Existing drains, pipes, sewer lines, water lines and other services encountered in the course of the execution of the work shall be protected against the damage by the contractor at his own expense. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operations of such services.
23. Samples of all materials required for execution of the work shall be got approved from the Officer-in-Charge. Materials manufactured by Firms of repute as required and shall only be used. Materials classified as "First Quality" by the manufacturer shall be used unless otherwise specified. In case materials bearing BIS Certification mark are not available, the quality of samples brought by the contractor shall be judged by the standards laid down in the relevant BIS specifications. All materials and articles brought by the contractor to the site for use shall conform to the samples approved by the Officer-in-Charge which shall be preserved till the completion of the work.
24. Work shall be carried out on all days including Sundays and Holidays. The contractor shall attend complaints received in connection with the services immediately. Any failure will attract penalty as decided by the bank.
25. The Successful Contractor shall take at his own cost, necessary insurance cover in respect of staff and other personnel to be employed or engaged by him in connection with the aforementioned services to be rendered to the bank and against all claims, damages or compensations payable under workmen's Compensation Act, 1923 or any modification thereof.

## 26. TAXES AND DUTIES-

The bidders must quote their tender prices excluding the prevailing rate of GST or any other cess or local charges, as may be applicable at present rate. **GST shall be paid extra as per applicable rates as per Govt Guidelines.** However, tax shall be deducted at source at the specific rate of Central Government regulations and guidelines respectively, if applicable. The certificate in respect of TDS shall be issued by the Bank as per rule. ~~(born~~ by the contractor). No claim whatsoever on this account shall be entertained. The rates quoted by bidder shall be valid for one year from the date of start of work.

## 27. ***Compliance of Laws***

- 26.1 The Successful Contractor shall be responsible for fulfilling the requirements of all statutory provisions of all labour laws, rules & regulations and notifications issued thereunder from time to time whether from Central or state or local bodies, at own cost and risk, in respect of personnel employed by the Service Provider 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 Service Provider to PNB and also, such liabilities shall be recoverable by PNB from dues payable to the Service Provider and from security deposit of the Service Provider with PNB or by invoking the contract performance.
- 26.2 The Successful Contractor shall pay and meet all expenses, arising out of or as a consequence of, various provisions in the aforesaid Acts and statutes.
- 26.3 The Successful Contractor shall issue annual statement of PF accounts to the workmen under intimation to PNB. A copy of the annual Statement of PF Accounts needs to be submitted to the PNB within the stipulated time limit as purported in the Act.
- 26.4 The Successful Contractor shall be solely responsible as regards salary/ wages and service conditions and terms extended by the Service Provider 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 Service Provider 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.
- 26.5 The wages paid by the Successful Contractor 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 during the currency of the contract, the Service Provider shall bear the same. PNB shall not entertain any other claim for compensation whatsoever, except the prices fixed for the services under the agreement.
- 26.6 The Successful Contractor 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 Service Provider shall have to take necessary and relevant insurance coverage for all its employees/ workmen in this regard.
- 26.7 The Successful Contractor 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.
- 26.8 It will be obligatory on the part of the Successful Contractor to disburse monthly wages/ wages to its workmen in presence of Authorized Representative of PNB and obtain signatures on the attendance roll/ wage disbursement register as per the relevant Act.
- 26.9 The Successful Contractor must provide one-day rest or weekly "Off" to its workers who put in continuous six (6) days' work in a week with full wages.

## **27. Safety and Labour Laws**

- i. 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 Successful Contractor shall abide by these laws.
- ii. The Successful Contractor 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.
- iii. The Successful Contractor 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.
- iv. The Successful Contractor shall not engage/ employ persons below the age of 18 years and not above 45 years of age.
- v. It shall be the duty of the party/ bidder to acquaint his staff with all safety regulations as proposed by any statutory authorities.
- vi. 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 the Successful Contractor to guide the staff regarding safety measures.
- vii. The workmen shall execute the work as per IS code of practice of relevant equipment and follow the IE rules 1956. The party/ bidders staff has to follow the safety & procedures & practices in electrical works as per IS 5216 part 1 and 2. The contract shall take all precautions to avoid accident and causes of accident. He must be careful regarding safety during working of his staff in the premises.

## **28. Responsibilities of Successful Contractor:**

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

### **28.A Quality Control**

- a. The Successful Contractor should have a system of maintaining quality control on the services/ raw material used. Special care is to be given to maintain the store of materials/ office area clean & hygienic.
- b. PNB will provide space, electricity etc. in its premises to the service provider, necessary for executing the contract. The Service Provider has to keep proper acknowledgement of the same, and Service Provider shall take care to use/ maintain these items properly. Malfunctioning/ misuse of any such facility shall not to be entertained as excuse for unsatisfactory services.

## **29. Deployment of Staff**

- a. No Deviation in the Deployment of minimum number of personnel for performing AMC works shall be acceptable. If any Tenderer proposes deviation in the Tender, such Tender shall not be considered and shall be out rightly rejected.
- b. Officer-In-charge of Punjab National Bank may require a breakup of costing and any other relevant details from the tenderer in case he is the lowest bidder, which has to be submitted before Letter of Intent/ award letter is issued.
- c. Minimum number of personnel required to be deployed have to be physically deployed on every day basis and therefore any other personnel required to be deployed for taking care of Leave Reserve & Rest givers etc. have to be additionally provided by the Successful Contractor as per the Statutory norms or rules etc. as applicable.
- d. Personnel should be smartly/ properly dressed in neat and clean uniforms having firm's logo. The uniforms and Personal Protective Equipment (i.e. Shoes, helmet, gloves etc) would be provided by the Successful Contractor.
- e. PUNJAB NATIONAL BANK reserves the right of Surprise audit, Inspection, Gap arrangement Analysis at the site at any time with or without prior information to the Service Provider by self or third party. Appropriate corrective measure shall be followed on finding any discrepancy in performance of contract, Safety measures, deployment of manpower & tools etc. Surprise audits & Gap Arrangement analysis can be conducted by PUNJAB NATIONAL BANK or a pre-determined ex-party of PUNJAB NATIONAL BANK and the Service Provider shall fully cooperate during the audits. Based on the audit report, if any change or addition/ deletion in the existing practices are found/ required, it has to be implemented by the Service Provider with an immediate effect.
- f. Deployed manpower at all levels must be properly trained as per job division/ requirement. Periodic training and Personnel Development Plan must be documented and presented to PUNJAB NATIONAL BANK on monthly basis.
- g. All statutory obligations are to be strictly adhered to, as per Govt. rules. Any negligence in this regard shall make the contract liable to be cancelled with immediate effect.
- h. All ESI & PF challans for the previous month have to be submitted along with the bills. Failure to do so shall be responded as no payment, without the possibility of part payment and absolutely no payment shall be made.
- i. Bank account of all the employees has to be opened/ registered prior of deployment at site for crediting their salary. Without the proof of salary transfer to the respective accounts of the employees, no payment shall be made. Permissible dates/ timelines given by labour department, in respect of disbursement of salaries, shall have to be adhered by the Successful Contractor and any delay in this regard shall be responded with a deduction of Rs. 10,000/- per day per incident.
- j. The Successful Contractor will be responsible for arranging any machinery/ equipment, etc. required for covering scope of work at his own cost.
- k. The Successful Contractor will install & maintain Biometric Attendance System, if Bank desired, for the man-power/ staff deployed at the said site for the tendered work.

### **30. Arbitration**

30.1. All disputes arising out of or in connection with this agreement shall be deemed to have arisen in Mumbai and only the courts of Mumbai shall have the jurisdiction to determine the same.

30.2. All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the rights touching or concerning the works or the execution of maintenance thereof this contract or the construction remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation there to whether during or after determination for closure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to the final and binding) shall after written notice by either party to the contract to the other of them and to the Employer hereinafter mentioned be referred for adjudication to a sole arbitrator to be appointed as hereinafter provided.

30.3. For the purpose of appointing the sole Arbitrator referred to above, the Employer will send within thirty days of receipt of the notice, to the Contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.

30.4. The Successful Contractor shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his name to the Employer within thirty days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the Contractor fails to communicate such selection as provided above within the period specified, the component authority shall make the selection and appoint the selected person as the Sole Arbitrator.

30.5. If the Employer fails to send to the Successful Contractor the panel of three names as aforesaid within the period specified, the Contractor shall send to the Employer a panel of three names of persons who shall all be unconnected with either party. The Employer shall on receipt of the names as aforesaid select any one of the persons named and get appointed him as a Sole Arbitrator. If the Employer fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the Successful Contractor accordingly, the Contractor shall be entitled to appoint one of the persons from the panel as the Sole Arbitrator and communicate his name to the Employer.

30.6. It is also a term of contract that if the contractor does not make any demand of arbitrator in respect of any claim, within 90 days of receiving the intimation from the Bank that the final bill is ready for payment, the claim, if any received after 90 days' period, shall be absolutely barred from reference to the arbitrator.

30.7. If the Arbitrator so appointed is unable or unwilling to act or resign his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid.

30.8. The work under the contract shall however continue during the Arbitration proceedings & no payments due or payable to the Contractor shall be withheld on account of such proceedings.

30.9 The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

30.10 The Arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award.

30.11 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.

30.12 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.

30.13 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 Employer and Contractor 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.

**31. Duration of contract Period:** - 12 months and can be extended for further two years (one year + one year) on same terms & conditions with 3% annual increase on quoted rate, if Bank desires, on basis of satisfactory performance of the Successful Contractor.

#### **31.1 Extent of Contract**

Bank also reserves the right to extend this contract by another twelve months (Beyond contract period of 03 years) at the same rates of 03<sup>rd</sup> year and on the same terms & conditions, if the performance of the firm found satisfactory by bank authorities

#### **32. Termination of Contract & Forfeiture of Performance Security (PS)**

In case the Successful Contractor 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 or left the services prior to award of work to successor, 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 person.

In case of termination of contract in the above circumstances, Performance Security of the Successful Contractor shall be forfeited by the Bank and Bal. amt. due for payment shall be applied for adjusting claims of the Bank arising under this contract without prejudice to Bank's right of recovering the balance if any from the contractor through due process of law.



**32. Refund of Performance Security:** - Within 30 days of successful completion of contract / extended contract subject to submission of request letter on Co./Firm Letter Head.

**33. Principal to Principal Relationship**

The relationship between the Bank and the Successful Contractor shall be on Principal to Principal basis. Employees engaged by the Successful Contractor shall be deemed to be the employees of Successful Contractor as the case may be. The Successful Contractor would comply with all statutory obligations and Labour Laws/ regulations/ Rules etc. None of the provisions of the Agreement shall be deemed to constitute a partnership between the parties hereto, and neither party shall have authority to bind the other except as specifically provided for hereunder. Neither party hereto is the agent of the other nor their master-servant relationship between the parties. The relationship is on Principal to Principal basis only.

**34. LIMITATION OF LIABILITY**

Contractor's aggregate liability under the contract shall be limited to a maximum of the contract value. In the following circumstances limitation of liability shall not apply and the contractor shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the Bank: -

34.1 Breach of the confidentiality provisions.

34.2 Liability for an infringement of a third party's IPR by contractor and

34.3 Employment liabilities for contractor's staff relating to the period of their employment within **contractual period while working with purchaser Bank** and;

34.4 Any other liability that cannot be capped or excluded as a matter of applicable law and imposed by the statutory authority/ government bodies/ court tribunals etc.

34.5 Any other breach caused due to the non-performance of the obligations of the contractor under the Agreement.

This limit shall not apply to third party claims.

**35. SURVIVAL**

The Parties have expressly agreed that any liabilities or obligations set forth in this contract by their nature and content are intended to survive the performance hereof, shall so survive despite such completion/expiry or termination of this contract.

**36. 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.

**37. FORCE MAJEURE**

Notwithstanding the above provisions, the successful bidder shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure. For

purposes of this clause, "force majeure" means an event beyond the control of the bidder and not involving the bidders' fault or negligence and not foreseeable. Such events may include, but are not restricted to, war or revolution and epidemics. If a force majeure situation arises, the bidder shall promptly notify the bank in writing of such condition and the cause thereof. Unless otherwise directed by the bank in writing, the bidder shall continue to perform its obligation under the contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event.

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

### **38. CONFIDENTIALITY**

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

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

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

The Bidder shall take all steps as may be reasonably necessary to protect the integrity of confidential information and to ensure against any unauthorized disclosure thereof.

The Bidder shall use the confidential information only for the purpose for which it was provided and shall not profit from the same in an unauthorized manner.

The Bidder shall provide access of the Confidential Information to its employees only on need to know basis and such employees/ personnel shall be required to enter into a confidentiality agreement which is of no less strict terms than this Agreement. Even if some bidder's employee leaves the job, he will neither share any information about bank with anybody else nor will he use it for his new job. Bidder shall continue to be responsible for any such act of its ex-employee.

The Bidder shall indemnify Bank against any loss suffered by Bank due to disclosure of confidential information by employee of contractor.

The obligation contained in this clause shall survive after the termination of this agreement for a period of six years.

Confidentiality of customer information should be maintained even after the contract expires or gets terminated.

Confidentiality and Non-disclosure: The Bidder shall not without the consent of Bank make use of any document or information coming in its way while discharging their jobs of bank except for the purpose of performance of this agreement. Bidder will keep all the data, sources and information confidential and will not disclose or release it to any other party. This clause will remain valid even after the termination or expiry of this agreement.

### **39. INDEMNITY CLAUSE**

39.1 Contractor shall indemnify, protect and save the Bank, its directors and employees, and hold them harmless from and defend against all claims, losses, costs, damages, taxes, expenses, action suits and other proceedings, assessments including penalties, punitive damages, (including attorney fees, court costs), relating to or resulting directly or indirectly from any system failure/ anomaly / defect / shortcoming / unintended consequence in services/goods in breach of the terms of this agreement including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract., or infringement by the Contractor of any patent, trademarks, copyrights etc. or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon. or breach of the terms of this agreement or such other statutory infringements in respect of all services rendered / goods provided to fulfil the scope of this Agreement.

39.2 Contractor further undertakes to promptly notify BANK in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation and in such an event, BANK will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.

39.3 Contractor hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of software/ hardware/ deliverables/goods within reasonable time. Contractor also undertake to co-operate with other Contractors thereby ensuring expected performance covered under scope of work.”

39.4 All indemnities shall survive notwithstanding expiry of termination of the contract and bidders shall continue to be liable under indemnities.

39.5 The parties agree that in such event, the successful bidder apart from vigorously contesting all such claims and contentions shall also compensate Bank for any monetary loss or damage that suffered due to failure and/or non –performance of the services by the successful bidders in terms of Agreement.

#### **40. WHENEVER THERE IS TIE**

In the case of two tenders appearing “Prima Facie” lowest i.e. quoting the same figures before or after the arithmetical check etc., an opportunity shall be given to both the parties for making a revised offer on the basis of a percentage reduction in the total value, in sealed covers, which shall be opened by the TOC on a fixed date in the presence of two tenderers. In the event of the parties not agreeing to revise their tender or any other reasons, it is not possible to resolve the “TIE” the Competent Authority shall exercise his discretion and accept the tender of the contractor who is considered to be better of the two and decision of Bank Competent Authority will be final and binding to the both tenderers.

#### **41. EVALUATION OF CONDITIONAL OFFERS**

If representatives of tenderers are agreed then conditional offers, if any, shall be examined to ascertain their financial implication on the tendered sum. The statement of financial effect shall be worked out and put up for consideration of the Competent Authority.

#### 42. DEALING WITH INCONSISTENCE RATES

In case, inconsistency rates are observed for items of the same description in the different parts of the schedule of quantity, the lowest of such rates shall be considered as the rate for all such items, unless the Competent Authority finds there is justification for such inconsistent rate.

#### 43. **FREAK RATES**

A freak rate is one which is higher or lower by more than 25% of the rate considered market rate/estimated cost for the item. The freak rate shall be dealt with as under: -

a. The quantities of items against which the tenderer has quoted freak rates, shall be verified/checked for accuracy.

b. As a result of verification, if it is revealed that substantial error exists in the quantities against the freak rates, the matter along with the report on the financial aspect shall be referred to the Competent Authority for further instruction.

c. Normally, no changes in specification shall be considered for items against which freak rates have been quoted. If the change, however, is inescapable, the approval of the Competent Authority shall be taken.

d. In case of acceptance of a tender with certain freak rates, it shall be ensured that the quantities are not varied beyond the limit of 10% without prior approval of the Competent Authority.

#### 44. **EVENTUALITY-LOWEST BACKING OUT OR NOT RESPONDING**

In case the lowest tenderer backs out or does not respond to the acceptance letter and/or refuses to execute/sign the contract, re-invitation of tenders shall be called by the Bank.

**BANK**

**CONTRACTOR**

## **SPECIAL CONDITIONS OF CONTRACT**

1. The Contractor has to deploy trained manpower. The necessary supervision, safety and tools arrangements shall be made by the contractor during execution of work.
2. Smoking and chewing pan/tobacco/gutkha/ any other drugs etc. by deployed staff is strictly prohibited in the building. Noncompliance will be handled stringently.
3. The contractor shall take all precautions to avoid accidents and causes of accidents. He must be careful regarding safety during working of his staff in the premises.
4. The contractor will take necessary precautions for carrying out the work without disturbing the office function, avoiding any damage to structures/decorative parts of the property including equipment's/ furniture/false ceiling installed. The contractor will rectify any damage done at his cost. If not rectified then appropriate action may be taken against the contractor in terms of contract.
5. An adequate insurance coverage shall be arranged by the contractor for all employees/workmen against accident & the Bank shall not be responsible for any liability arising out of any accident / injury caused to the employees/workmen while executing the work
6. Penal action will also be taken if the contractor's supervisors and workmen do not wear the uniforms and photo identity card provided by the contractor and thus pose a security risk to the safety of the Bank's establishments. The decision of the Bank in all such cases attracting penalties shall be final and binding on the contractor
7. The contractor is bound to do all such jobs required for uninterrupted and smooth functioning of the building.
8. Daily attendance record must be maintained by the contractor of each staff and the same should be produced before the Bank.
9. The contractor has to depute skilled and experienced operator for cradle operation and should undertake that their deputed staff is well versed with the cradle and its operations.
10. The method of cleaning should be soft dry cleaning or wet cleaning with clean water & mild detergent using squeegees system. Material used should confirm to requirements of 5 star GRIHA accredited building.
11. The obligations spelt out in the tender be implemented strictly as per the rules in force /enforced by the Statutory Authorities.
12. All the above work has to be carried out strictly as per the terms and conditions spelt out in the tender.
13. The Contractor to pursue the claim for insurance authorities on behalf of Punjab National Bank.

14. Contractor to provide Uniform helmet, Safety belts, etc. to the workers. No worker will be allowed at site without proper uniform, helmet and Safety belts, etc. The safety belt should be anchored properly at a place other than the cradle and should be closed monitored by a person other than the cradle operator and the cleaners who are on the cradle.
15. The Contractor should follow all the labour rules and regulations such as Contract Labour Regulation and Abolition Act; Minimum Wages Act, and all other Statutory Rules and Regulations such as leave salary, uniform, ex-gratia, gratuity, ESI, provident fund workmen compensation, group insurance, overtime, leave substitute, etc.
16. It will be the responsibility of contractor to maintain equipment's supplied by the Bank in good condition. He is to maintain this equipment's in such a manner that no damage to any facade/property is carried by Malfunctioning/hanging of these equipment's.
17. If the work is not completed on time. i.e. two cycles per month, deduction will be made the Bank proportionately.
18. If the work is terminated in between due to any reason, deduction will be made the Bank proportionately.
19. The contractor shall provide comprehensive maintenance services to keep entire Façade Cleaning systems/equipment etc. in good working order and without disruptions. The service will comprise preventive/corrective maintenance and also on call basis, in case of breakdown etc. The service will include carrying out of the necessary preventive, repair/maintenance, replacement of consumables/ accessories / parts/ equipment /accessories/panels etc. without any additional cost.
20. The Contractor shall ensure that the reported fault request is attended promptly and in any case within 8 hours from the reporting time and rectification done on priority basis.
21. The Contractor will maintain an inventory of critical spare parts etc. for the purpose of corrective and preventive maintenance.
22. A log book to be maintained to record the daily work done as well as the regular maintenance being carried out along with an attendance register at site.
23. Any others servicing which are not covered but necessary for smooth and trouble free working of entire system(s) are also included in the scope of work.

## **INSTRUCTIONS TO BIDDERS**

### **BIDDING PROCESS (TWO STAGES)**

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

- Technical bid
- Commercial bid

### **TECHNICAL BID**

In the first stage, only TECHNICAL BIDs will be opened and evaluated. Only those bidders confirming compliance to all the terms & conditions of Tender document shall be short-listed for commercial stage.

### **COMMERCIAL BID**

In the second stage, the COMMERCIAL BID of only those bidders, whose technical bids are short listed, will be opened online only.

## SCOPE OF WORKS

### FIRST DAY

**Successful Contractor will report to Officer in-charge along with following: -**

- a. Request letter for work permit / gate pass of workers on letter head contained details of workers such as name, designation, Mobile No. & shift time.
- b. 03 nos. Recent photograph.
- c. Copies of educational qualification & experience certificates duly signed & stamped by the successful Contractor.
- d. Copies of Identity Card (issued from the successful Contractor) of all workers are to be deployed, duly signed & stamped by the successful Contractor.
- e. Copy of one of the I.D. proofs of all workers are to be deployed, duly signed & stamped by the successful Contractor
- f. Copies of Police verification report of all workers are to be deployed, duly signed & stamped by the successful Contractor.
- g. Two set of Uniform along with Safety Shoes.
- h. First Aid Box with materials.
- i. Tools & Tackles/ cleaning materials/equipment.
- j. Copies of Pass books of all workers are to be deployed contained Bank details, A/C. No. And details of individual workers, duly signed & stamped by the successful Contractor
- k. Copies of ESI & EPF statement of all workers are to be deployed, duly signed & stamped by the successful Contractor.



## **SCOPE OF WORK (A) AT STC, BELAPUR**

| S.NO. | SPECIFIED AREA OF WORK  | NATURE AND SCOPE OF WORK  | FREQUENCY   |
|-------|---|---|---|
| 1.    | Reception   | Maintaining check-in to check-out time like allotment of rooms & recording of visits all visitors including PNB employees, complaint register, vendor visit, follow up with participants/trainees, maintenance of keys of the closed area, attendance of its own employees & other vendors & opening of rooms(allotment of rooms will be sole discretion of Principal   | 24X7  |
| 2.    | Residential Hostel Rooms from 3 <sup>rd</sup> Floor to 5 <sup>th</sup> Floor  | Making of beds, change of linen and towel.  | Every 3 <sup>rd</sup> day/twice a week/when participants get changed  |
| 3.    | Laundry   | Dry cleaning/washing of curtains/linen, Bed sheet, Pillow cover and towels etc.   | Curtains- quarterly;<br>/linen, Bed sheet, Pillow cover and towels – weekly basis or on change of participants whichever is earlier |
| 4.    | From basement to 5 <sup>th</sup> floor Other than area specifically demarcated/occupied by except operational Office at 2 <sup>nd</sup> Floor | Dusting, Sweeping, Mopping, Cleaning and wiping of floors, furniture, fixtures, partitions, walls, ceiling, curtains, venation blinds, removal of Wastes from dustbin and keeping it properly as directed, Removal of Cob-webs, dusting and wiping the windows and their glass pane, doors and polishing their handles, Cleaning of Telephone Instruments, Fax Machines, Computers, spraying disinfectant, Room Freshener, Cleaning all drains/sewage pipes including removing blockages in drain/sewage pipes, removal of garbage and waste papers on daily basis from the premises. | Daily   |
| 5.    | Stair-cases, entire entrance areas, all the   | Deep Washing and Scrubbing the floor of the Rooms and entire premises with soap water   | 2 <sup>nd</sup> and 4 <sup>th</sup> Saturday  |

|    |   |   |   |
|----|---|---|---|
|    | Signs and Notice Boards, Meeting Halls, executive cabins, trainees room, toilets Corridor & Passage, wash Rooms, work stations from Ground floor to 05 <sup>th</sup> floor. To be | and drying it and cleaning of all sign boards and notice boards. Cleaning and polishing of floors by using machines / tools for the purpose.  |   |
| 6. | All Furniture, Fixtures, Fittings and Office equipment, curtains, venation blinds, telephone, fax and computers etc.  | Dusting, Cleaning and Wiping Fans, telephone, fax machines, computers, geysers, exhaust fans, room heaters, air-conditioners, furniture, fixtures and fittings and polishing of fittings.   | Once in a week  |
| 7. | Bathrooms (Ladies and Gents) of all the floors from Ground to 5 <sup>th</sup> floor.  | Dusting, Sweeping, Mopping, Cleaning, Polishing, Wiping and Removal of Cow-webs, wastes, dusting and wiping windows, glass pain, China Clay Sanitary Fittings, Mirrors and doors, Polishing door handles, metal sanitary fittings, washing and cleaning and wiping the wall tiles and floor with Soap / Harpic / Colin / Acid and providing Urinal Phenyl Cubes and Liquid Soap as per requirement. | Daily   |
| 8  | Passage, Lobby and Common Areas, Bathrooms (Ladies & Gents) from Ground to 5 <sup>th</sup> floor  | Sweeping, Cleaning, Wiping and Drying.  | Every 03 Hrs or as and when required whichever is earlier |
| 9  | Water Dispensers, Carpets, Sofa Sets, Fabric Chairs, Hot Cases etc.   | Dusting and Cleaning of, Water Dispensers, Hot Case etc. Dry Cleaning of Carpets, Sofa Sets, Chairs, Curtains etc. By using dry-cleaning machine/tools.   | 2 <sup>nd</sup> and 4 <sup>th</sup> Saturday              |
| 10 | Pest Control and sanitisation of premises   | To work in co-ordination with the Pest Control Agency finalized by the dealing Officer-In-Charge.   | As per directions of dealing Officer-In-Charge.           |

### **SCOPE OF WORK (B) CLEANING OF OPEN SPACE:**

1. General Cleaning of office building, Pathways, Drains, Sewer Lines and Manholes, Shafts in Building, Staircases, Lift Cars, Lift Room, Terrace, Outer, Stone Paving, Road Side and other drains, catch basin, all sewer lines and manholes, gully traps, sluice valve, and wheel valve chambers, etc. to keep them in proper hygienic conditions. Collection of all garbage from the office building road drains and sewer lines etc. and disposal of all rubbish/waste material at a distance place away from the premises in the approved municipal dump.

2. Sweeping of the common areas within the buildings, open spaces (including lawns & gardens), pathways, passages, stilts, parking areas, pump rooms, head rooms without any dirt or dust including unwanted material thrown by the residents. Any portion of the colony falling under common area shall be considered for sweeping / cleaning as per the requirement.
3. Cleaning and mopping of the entrance passage (including letter boxes and name boards) at ground floor, staircases and passages at all floors in all buildings (including granite/Tile cladding on the walls).
4. Cleaning, washing and Sweeping of Guard post with required detergent.
5. Sweeping of internal developed lawns GF, cleaning the benches/chairs in the garden, removal of stones, etc..
6. Cleaning of the terraces, common area doors etc. by removing algae deposits, silt/dust, weeds, shrubs, etc. Special care should be taken during the rainy season to avoid water logging on account of non-cleaning. The periodicity will not be considered as a constraint in these types of works.
7. Removal of plants/shrubs as and when required from the outer walls/parapet/chajjas, etc. of the buildings and preventive measures for stopping the growth of such plants.
8. Removal of cobwebs from the staircases, passages, cleaning of pipes/conduits, windows in the staircases, etc.
9. Cleaning & washing of the paver blocks at GF & basement pathways so that the area is free from dust, algae deposits to avoid slippery surfaces, especially during rainy season using bleaching powder. Special attention should be given to the entrance areas all the time.
10. Keep all the Open/ Storm water drain/pipe clean, such that water flow is free without any blockage or stagnation.
11. All other works relating to the maintenance including sweeping, washing and cleaning, etc. as Bank may specify from time to time.

**Important instructions:**

1. The housekeeping staff shall be responsible for cleaning of the washrooms/toilets to ensure that the same is spic-and-span.
2. Sweeping and mopping would automatically include cleaning cobwebs, tiles flooring, wall tiles and skirting in the said areas.
3. Cleaning all niches and portions under windows and shelves of the washrooms.
4. Cleaning of Windows & Doors, Glasses internally every day & externally once in three months. (Approachable height)

5. Washing of toilet floors and tiles with suitable ceramic tiles cleaning chemicals every day.
6. Cleaning of washbasin and W/C from inside and out with specified chemicals and soap Four times during their shift and whenever else need arises.
7. keeping the passage clean at all times even if it means cleaning repeatedly.
8. Pick up any litter lying around the washrooms of the Bank premises.
9. Any damage or theft of fittings/fixtures will be brought to the notice of the caretaker/security officer immediately.
10. Over and above the activities mentioned above, if any further work will be done as and when required as per the instructions of the Concerned Authorities.

### **CLEANING MATERIALS**

The cleaning material including insecticides, brooms, dusters, Pochas etc.,as required will be provided by the Bank.

OR

**If any material is purchased by the Successful Contractor & used, the same shall paid by the bank on production of supporting purchase bills having GST on actual basis i.e. cost of material + cartage +10% towards contractor's OH & profit. All applicable taxes shall be paid as per government guidelines. Payment in this matter shall be made on monthly basis.**

### **SCOPE OF WORK (C): WASTE MANAGEMENT SERVICES**

The Service Provider shall provide waste management services in the office premises to keep it clean, safe and hygienic, through efficient waste collection and disposal process, with a holistic focus on waste reduction and recycling programs.

- Removing garbage from rooms, cabins, cubicles, common areas, rest rooms & surrounding areas and disposing it off on daily basis to the designated site at regular intervals. Perishable and stinking garbage shall be disposed off immediately.
- The garbage shall be collected in covered bins, free of stench, flies and away from human sight before disposal. It has to be ensured that trash does not attract pests; birds neither etc. nor create litter. Trash container should hold only daily waste and should be clean as well as odd free.
- It must be ensured that recyclables are separated properly and separate dustbins, with clear leveling and distinct colour are in place for the same. Waste segregation shall be as per the Green Building Norms, Bio-medical waste from Medical department of PNB should be disposed carefully keeping statutory provisions and health hazards in view.
- Utmost care shall be taken in handling and storing waste in a safe way.
- Renovation Debris is to be stored at designated space.

- The Service Provider shall also facilitate the reduction of ongoing waste and toxins generated by building occupants and building operations as and when required.

### **SCOPE OF WORK (D): CLEANING OF UNDERGROUND AND OVERHEAD WATER TANKS.**

Mechanical cleaning and Disinfection of underground water tank and overhead water tanks:  
- (To be done through specialised agency).

**SPECIAL CONDITION:** The work shall be carried out through a firm which is related to this work and the workmen employed by the Contractor should also have experience in their trade.

#### **1. Method of Cleaning:**

- a. The tank shall be emptied manually or by pumping.
- b. The inside surfaces of the tank shall be thoroughly scrubbed with brush and using Rotary jet application and the scraped dirt/ dust/ debris/ scales/ encrustations be removed from the tank by means of Slurry Vacuum pump.
- c. Anti - Bacterial agents should be sprayed on the walls.
- d. Disinfection to be done by UV Radiation.
- e. Treatment of cracks: Cracks other than hairline, if any shall be widened, freed from loose particles to form V - grooves. The grooves shall be filled by acrylic polymer modified cement: quartz sand mortar, as per the direction of the manufacturer.
- f. After drying up the tank shall be ready to use.

#### **2. Note:**

- a. Successful tenderer should submit the detailed procedure of treatment and get it approved.
- b. Cleaning will be done half-yearly preferably in April and October.
- c. Cleaning of one tank shall be done on a single day.
- d. The Successful Contractor has to give the proposed dates of Cleaning of Tanks at least one week in advance to the Chief Manager, GAD-In-Charge.
- e. The Successful Contractor shall put notice at building where cleaning work would be done.
- f. The Successful Contractor has to get the Signature of the Chief Manager, GAD-In-Charge after the completion of the Cleaning of the Tanks as per below given format.

### **Details and location of Water Tanks**

| S/N | Type/approx. capacity of tanks   | Remarks |
|-----|--|---------|
| 1   | RCC underground sump having --- compartments as under :<br>Fire fighting : ----- litres<br>Domestic : ----- litres<br>AC make-up: ----- litres         |         |
| 2.  | PVC tanks kept on terrace :<br>-- Nos. X ----- litres = ----- litres<br>-- Nos. X ----- litres = ----- litres<br>-- Nos. X ----- litres = ----- litres |         |

**Name of Agency through work has been executed:** -----  
-----

**Date of start of work:** -----and **Date of completion:** -----

Date: -----

Seal & Signature of Successful Contractor

## **MANPOWER REQUIREMENT**

Qualification and experience of staff to be employed by the contractor shall be as below:-

| <b>S/N</b> | <b>Category</b>                            | <b>Qty.</b> | <b>Qualification&amp; experience</b>   |
|------------|--|-------------|--|
| 1          | Receptionist*                              | 01          | Graduation with at least 05 years' experience                                |
| 2          | Supervisor<br>(Semi-Skilled)               | 01<br>No.   | Graduation with at least 05 years' experience                                |
| 3          | Sweeper/Housekeeper<br>(Un-Skilled)        | 06<br>Nos.  | 8 <sup>th</sup> pass with at least 01-year experience in housekeeping field. |
| 4          | Part Time<br>Gardener/Mali<br>(Un-Skilled) | 01<br>No.   | 8 <sup>th</sup> pass with at least 01-year experience in trade field.        |

\*For reception of trainees and for attending/directing inward telephone calls received at reception counter-24 hours

### **Penalty**

a. If the contractor fails to maintain required number of manpower, bank is empowered to deduct as penalty at the rates indicated below from their monthly bill:

- i) Supervisor Rs.1200/- per day
- liii) Sweeper/Mali/Sewer Man Rs.800/- per day/ shift/ person
- (IV) 50% penalty for all late comers, if they are late by 30 minutes and above.

b. In case the person on duty found sleeping will be fined Rs.1, 000 per service/ per head. Amounts will be deducted from contractor's current monthly bill.

c. Non-wearing of uniforms, shoe shall attract a fine of Rs.800 per service/ per head. 02 sets (Uniform & Safety Shoes) must be provided by the Successful Contractor before deployment of staff at site.

d. If deputed staff failed to switch on/ off the light in time, a suitable penalty based on wastage of power will be imposed and will be deducted from Successful Contractor's current monthly bill. Calculation of wastage of power by Engineer in-charge will be final.

### **MINIMUM WAGES POLICY**

- i. Contractor shall quote the price format, taking into consideration the minimum wages applicable as on last date of submission of bids as notified **by Central Government** for the personnel to be deployed. However, in case of any variation in minimum wages between last date of submission of bids and one-year contract period (after award of work) the same shall be borne by bidder at his own cost. This aspect is to be kept in consideration by bidder while submission of bids.
- ii. The Successful Contractor shall make monthly payment to his workmen deployed to execute this contract such amount which shall in no case be less than what has been mentioned above.
- iii. Proof of payment of monthly wages and deposit of monthly EPF, ESI through electronic challan receipt (ECR)/ Bank challan will be provided by the Service Provider to PNB along with Form-6 under ESI Act. Such proof/ records will be provided with the bill for the month. Bidder shall ensure that contributions towards EPF & ESIC shall be deposited through separate challans for this contract which will be exclusively for workers deployed in this contract and not for any other contract.

**Payment Period:** - The contractor shall submit bill once in a month which will be paid within 15 days.



## **PAYMENT**

Within 15 days' subject to submission of declaration on Firm's Letter Head along with required supporting documents.

### **On Firm's Letter Head**

Date: -----

Chief Manager  
Punjab National Bank  
RSC Belapur, Navi- Mumbai.

Sir/ Madam,

**Reg:-Annual Maintenance Contract for Housekeeping (including Laundry & Maintenance Services) at Staff Training Centre (STC) Mumbai.**

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

2. That we have paid the minimum wages to all the workers employed by us as per the wages announced by Central/State Government vide their latest notification. Copy of salary receipt enclosed.

3. We have paid / deposited all the statutory dues i.e. Maharashtra Professional Tax, Maharashtra Labour Fund, PF and ESI of our Employees deputed at PNB,STC, CBD Belapur, Navi-Mumbai.

The copy of challan for the month of \_\_\_\_\_ is enclosed herewith.

4. The GST collected for the month of \_\_\_\_\_ has been deposited in Govt. Account on \_\_\_\_\_. The copy of challan is enclosed.

5. 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.

6. Attested copy of attendance sheet of workers deployed at site is attached here with.

Thanking you

**Seal & sign of Contractor**

**PROFORMA OF AFFIDAVIT FOR NON - BLACK LISTING**

I/we undertake and confirm that our firm/partnership firm has not been blacklisted by any state/Central Departments/PSUs/Autonomous bodies during the last 7 (seven) years of its operations. Further that, if such information comes to the notice of the department then I/we shall be debarred for bidding in PNB in future forever. Also, if such information comes to the notice of department on any day before date of start of work, the Bank Authorities shall be free to cancel the agreement and to take further necessary action as prescribed in the document.

NOTE: Affidavit to be furnished on a 'Non-Judicial' stamp paper worth Rs.100/-

Signature of Notary with seal

Signature of Bidder(s) or an authorized Officer of the firm with stamp

**PROFORMA OF AFFIDAVIT FOR EXECUTION OF SIMILAR WORKS**

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of PNB, then I/we shall be debarred for bidding in PNB in future forever. Also, if such a violation comes to the notice of Bank before date of start of work, the Engineer-in-Charge of Bank shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Security.

NOTE: Affidavit to be furnished on a 'Non-Judicial' stamp paper worth Rs.100/-

Signature of Bidder(s) or an authorized Officer of the firm with stamp

Signature of Notary with seal

**SCHEDULE OF QUANTITIES**

**PREAMBLE**

I/We declared that I/We will be quoting the rates which would be workable and reasonable and shall include:

- i) Payment to all the contract workers engaged by contractor on site as per minimum wages as notified by Central Govt. of India (Office of Labour Commissioner) from time to time.
- ii) ESI & PF benefits (Employer's contribution towards ESI & PF)
- iii) Any increase in minimum wages during the currency of the contract
- iv) Cost of equipment/machinery, if required
- v) Insurance (Both Workmen's Compensation and Contractor's All Risk policy)
- vi) Payment of Bonus as per applicable Act
- vii) Cost of two sets of uniform and one set of shoes per annum
- viii) Charges, if any, towards safe disposal of garbage from building premises in safe municipal dump.
- ix) Incidental expenses and all overheads and profits

Note: Bidders those are quoting the rate without considering above, their price bids shall be summarily rejected (Bank's discretion).

Seal & Signature of Bidder

**FORM FOR CERTIFICATE OF NETWORTH FROM CHARTERED ACCOUNTANT**

It is to certify that as per the audited balance sheet and profit & loss account during the financial year..... the Net Worth of M/s.-----

-----

----- (Name & Registered Address of Individual/ Firm/ Company), as on..... (the relevant date) is Rs. .... after considering all liabilities. It is further certified that the Net Worth of the company has not eroded by more than 30% in the last three years ending on (the relevant date).

(Signature of Chartered Accountant)

Name of Chartered Accountant: -

Membership No. of ICAI: -

Date and Seal: -

**NOTE:**

1. Net Worth certificate should be on letter head of the Chartered Accountant, addressed to tendering authority, The Chief Manager, GAD, CO: Thane, 04<sup>th</sup> floor, Pragati Tower Building, BKC, Mumbai: 400051.
2. In case of partnership firm, certificate should include names of all partners as recorded with the Chartered Accountant.
3. The certificate should not be more than 6 months old.

**FINANCIAL INFORMATION**

Financial Analysis – Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last three financial years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

| Last 03 Financial Year | Particular            |  |
|------------------------|-----------------------|--|
|                        | Gross Annual Turnover | Profit/loss (standalone finance statement and consolidated financial statement both) |
|                        |                       |  |
|                        |                       |  |
|                        |                       |  |

II. Financial arrangements for carrying out the proposed work.

Signature of Chartered Accountant with Seal

Signature of Bidder

**Form of Banker's Certificate from a Scheduled Bank**

This is to certify that to the best of our knowledge and information M/s / Shri-----  
----- having their address at -----  
-----, a customer of our  
bank are / is respectable and can be treated as good for any engagement up to a limit of  
Rs. .... (Rupees  
.....). This  
certificate is issued without any guarantee or responsibility or any of its officers.

Seal and Signature of bank Official

**Note:-**

1. Banker's certificate should be on letter head of the bank, sealed in cover addressed to –  
The Chief Manager, GAD, CO: Thane, 04<sup>th</sup> floor, Pragati Tower Building, BKC, Mumbai:  
400051.
2. In case of partnership firm, certificate should include names of all partners as recorded  
with the bank.

**Client's Certificate Regarding Performance of Contractor cum work completion**

(To be issued by the client on its letterhead)

Name &amp; Address of the Client: -----

Details of Works Executed by Shri / M/s \_\_\_\_\_

|        |   |  |
|--------|---|--|
| 1      | Name of work with brief particulars   |  |
| 2      | Agreement No. and date/Ref:   |  |
| 3      | Agreement amount  |  |
| 4      | Date of commencement of work  |  |
| 5      | Stipulated date of completion   |  |
| 6      | Actual date of completion   |  |
| 7      | Details of compensation levied for delay (indicate amount) if any                       |  |
| 8      | Gross amount of the work completed and paid *   |  |
| 9      | Name & address of the authority under whom work executed                                |  |
| 10     | Whether the contractor employed qualified Engineer / Overseer during execution of work. |  |
| 11(a)  | Quality of work (indicate grading)  | Outstanding / very good / good / satisfactory / poor |
| b      | Amount of work paid on reduced rates, if any  |  |
| 12 (a) | Did the contractor go for arbitration Total amount awarded                              |  |
| b      | If yes, total amount of claim   |  |
| 13     | Comments on the capabilities of the contractor  |  |
| a      | Technical Proficiency   | Outstanding / very good / good / satisfactory / poor |
| b      | Financial soundness   | Outstanding / very good / good / satisfactory / poor |
| c      | Mobilization of adequate T&P  | Outstanding / very good / good / satisfactory / poor |
| d      | Mobilization of manpower  | Outstanding / very good / good / satisfactory / poor |



|   |                   |  |
|---|-------------------|--|
| e | General behaviour | Outstanding / very good / good / satisfactory / poor |
|---|-------------------|--|

Note: - All columns should be properly filled

Signature of the Reporting Officer\*\* with office seal  
"Countersigned"

\* Supported by adequate proof of payment received by the contractor for the work done by them.

\*\* Officer of the rank of Executive Engineer or equivalent.

Client's report issued by private organization shall also accompany TDS Certificate (Report must be submitted in seal cover addressed to the Chief Manager, GAD, CO: Thane, 04<sup>th</sup> floor, Pragati Tower Building, BKC, Mumbai: 400051.

**PARTICULARS OF THE FIRM:**

|     |  |  |
|-----|--|--|
| 1.  | A. Name of the Applicant /Organization<br>B. Registered Office address<br>Address of Office at _____<br>(With Phone Nos., Fax Nos. & E-mail ID & Contact Person)   |  |
| 2.  | Year of Establishment  |  |
| 3.  | Type of Organization (Whether sole Proprietorship / Partnership, Private Ltd. or Ltd. Co.)   |  |
| 4.  | Name & address, telephone, mobile, email & Qualification of Proprietor / Partners / Directors of the Organization / Firm<br>a)<br>b)<br>c)<br>(Enclose certified copies of document as evidence)                     |  |
| 5.  | Details of Registration – Whether Partnership firm, Company, etc. Name of Registering Authority, Date and Registration Number. (Enclose Certified copies of document as evidence)                                    |  |
| 6.  | Whether Registered with Government / Semi- Government / Municipal Authorities / Public Sector Organization as contractor, if so in which class and since when?<br>(Enclose certified copies of document as evidence) |  |
| 7.  | No. of years of Experience in the Field  |  |
| 8.  | Registration of firm under Shop & Establishment Act 1948   |  |
| 9.  | Address of _____ through which the proposed work of the bank will be handled and the Name & Designation of Officer in charge (Enclose Certified Photocopy)   |  |
| 10. | Name & Address of Bankers<br>(Solvency Certificate for Rs. 50.00 lacs) from a Bank to be enclosed for indicating satisfactory financial capacity of the organization)  |  |

|     |  |  |
|-----|--|--|
| 11. | <p>Latest Income Tax Clearance Certificate/ Order</p> <p>ITR returns Filed for the last three financial years i.e. 2017-18,2018-19 &amp; 2019-2020 (Enclose certified copy)</p> <p>( C) GST Clearance</p>  |  |
| 12. | <ul style="list-style-type: none"> <li>- PAN No.</li> <li>- GST No</li> <li>- EPF.</li> <li>- ESIC</li> <li>- Labour Deptt license No</li> </ul> <p>(Enclose relevant certified copies)</p>  |  |
| 13. | Detailed Description with Value of Works done in the past (annexure iv) – Works in Hand (annexure v) – Work Force Employed with Key Personnel (annexure vi)  |  |
| 14. | Empanelment with PSUs including Banks / Reputed Pvt. Companies (Enclose Certified Photocopy)   |  |
| 15. | Whether Empanelled with PNB in the discipline applied for, if yes mention class and category of empanelment with validity  |  |
| 16. | Whether Participated in the tender process of PNB during the past 5 years, if not, the reasons for non-participation.  |  |
| 17. | Whether any work was awarded by the bank (PNB) in the past, if yes, the details thereof be furnished.  |  |
| 18. | Have you been ever disqualified / delisted or levied penalty by the bank in past for non-fulfillment of the Contractual Obligations, if yes, please provide details.   |  |
| 19. | Furnish the names of 3 Responsible Persons along with their designation, address, Tel. No. Email id., for whose organization, you have completed the above mentioned jobs (item no. 16) and who will be in a position to certify about the performance of your organization.                                   |  |
| 20. | Whether any Civil Suit / Litigation arisen in contracts executed / being executed during the last 10 years. If yes, please furnish the name of the project, employers, Nature of work, Contract value, work order and brief detail of litigation. (Give name of court, place and status of pending litigation) |  |

|     |   |  |
|-----|---|--|
| 21. | Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation were disposed off during the last ten years by an arbitrator, if so, the details of such litigation are required to be submitted. |  |
|-----|---|--|

**Verification:**

I/ We, verify that all details furnished above are true and correct to the best of my / our knowledge and belief. I/ We understand that in case of furnishing of any false information or suppressing of an material information, the bid shall be liable for rejection besides initiation of penal processing by the PNB, GAD, CO: Thane, 04<sup>th</sup> floor, Pragati Tower Building, BKC, Mumbai: 400051 as it deems fit.

I/ we agree that compliance of all the points mentioned in the technical bid shall stand for evaluation of technical bid of the tender.

I/ we agree that PNB, CO: Thane reserves the right to independently verify and check the authenticity of all the experience and qualification certificates/ financial documents of the tenderer or its employees. Any misrepresentation/ false declaration, before or after allotment of tender shall make the tenderer ineligible to obtain/ execute the services contract, besides attracting financial penalties as the authorities of **CO: Thane**, may deem fit.

Date .....  
Place.....

Signature of-----  
Contractor / Authorized signatory with Seal

**PARTICULARS IN RESPECT OF WORK EXECUTED IN PAST \***

| <b>Sr.<br/>No.</b> | <b>Name of<br/>Work / Project</b> | <b>Short<br/>Description<br/>of Work<br/>Executed</b> | <b>Name<br/>and<br/>Address<br/>of<br/>owner<br/>with tel.<br/>no.</b> | <b>Value<br/>of<br/>Work</b> | <b>Period<br/>From</b> | <b>Period To</b> |
|--------------------|-----------------------------------|---|--|------------------------------|------------------------|------------------|
| <b>1</b>           | <b>2</b>                          | <b>3</b>  | <b>4</b>   | <b>5</b>                     | <b>6</b>               | <b>7</b>         |
|                    |                                   |   |  |                              |                        |                  |
|                    |                                   |   |  |                              |                        |                  |
|                    |                                   |   |  |                              |                        |                  |
|                    |                                   |   |  |                              |                        |                  |
|                    |                                   |   |  |                              |                        |                  |
|                    |                                   |   |  |                              |                        |                  |
|                    |                                   |   |  |                              |                        |                  |
|                    |                                   |   |  |                              |                        |                  |
|                    |                                   |   |  |                              |                        |                  |
|                    |                                   |   |  |                              |                        |                  |

Date: \_\_\_\_\_ (Seal and Signature of Contractor /Firm)

\* In case the page is insufficient, additional sheets may be used.

**PARTICULARS IN RESPECT OF WORKS IN HAND \***

| <b>Sr.<br/>No.</b> | <b>Name<br/>Work<br/>Project</b> | <b>of<br/>/</b> | <b>Short<br/>Description<br/>of Work in<br/>hand</b> | <b>Name and<br/>Address<br/>of<br/>Employer<br/>with tel.<br/>no.</b> | <b>Value<br/>of<br/>Work</b> | <b>Period<br/>From</b> | <b>Period<br/>To</b> |
|--------------------|----------------------------------|-----------------|--|---|------------------------------|------------------------|----------------------|
| 1                  | 2                                |                 | 3  | 4   | 5                            | 6                      | 7                    |
|                    |                                  |                 |  |   |                              |                        |                      |
|                    |                                  |                 |  |   |                              |                        |                      |
|                    |                                  |                 |  |   |                              |                        |                      |
|                    |                                  |                 |  |   |                              |                        |                      |
|                    |                                  |                 |  |   |                              |                        |                      |
|                    |                                  |                 |  |   |                              |                        |                      |
|                    |                                  |                 |  |   |                              |                        |                      |
|                    |                                  |                 |  |   |                              |                        |                      |
|                    |                                  |                 |  |   |                              |                        |                      |
|                    |                                  |                 |  |   |                              |                        |                      |

Date: (Seal and Signature of Contractor /Firm)

\* In case the page is insufficient, additional sheets may be used.

**Annexure-XI**

**Details of work force Employed with Key Person**

| SKILLED       |                  |                    |                                  |                   |  |                  |                      |
|---------------|------------------|--------------------|----------------------------------|-------------------|--|------------------|----------------------|
| Sr. No.       | Name of employee | Title              | Qualification                    | Present pay Scale | Experience                                     | Present Location | Covered under PF/ESI |
| 1             |                  |                    |                                  |                   |  |                  |                      |
| 2             |                  |                    |                                  |                   |  |                  |                      |
| 3             |                  |                    |                                  |                   |  |                  |                      |
| 4             |                  |                    |                                  |                   |  |                  |                      |
| 5             |                  |                    |                                  |                   |  |                  |                      |
| 6             |                  |                    |                                  |                   |  |                  |                      |
| UNSKILLED     |                  |                    |                                  |                   |  |                  |                      |
| Particulars   | Nos              | Average Emoluments | Out of total no Qualifies for PF | Qualifies for ESI | Covered under any other social security scheme |                  |                      |
| Helpers       |                  |                    |                                  |                   |  |                  |                      |
| Other persons |                  |                    |                                  |                   |  |                  |                      |

Yours faithfully,

(CONTRACTOR)

**Annexure-XII**

Details of proposed Manpower are to be deployed by bidder at STC Belapur.

| S/N | Name | Designation   | Qualification | Experience | Yes/NO |
|-----|------|---------------|---------------|------------|--------|
| 1   |      | Supervisor    |               |            |        |
| 2   |      | Mali/Gardener |               |            |        |
| 3   |      | Sewer Man     |               |            |        |
| 4   |      | Sweeper       |               |            |        |
| 5   |      | Sweeper       |               |            |        |
| 6   |      | Sweeper       |               |            |        |
| 7   |      | Sweeper       |               |            |        |
| 8   |      | Sweeper       |               |            |        |
| 9   |      | Sweeper       |               |            |        |
| *10 |      | Sweeper       |               |            |        |
| *11 |      | Sweeper       |               |            |        |
| *12 |      | Supervisor    |               |            |        |

**Note:-**Star mark man powers are stand by workers (in case of leave).

**Seal & Signature of Firm**



**BANK DETAILS OF THE BIDDER**

THE CHIEF MANAGER  
PUNJAB NATIONAL BANK,  
GAD, CO: Mumbai-City  
07<sup>th</sup> floor, Maker Tower  
Cuffe Parade, Mumbai.

Details of the Bank account of the Bidder

Name of the Bidder

Name of the Firm

PAN / GST detail

Account Number  
(Enclose one cancelled cheque)

Address

IFS code

Name of Bank

Name of account

Contact details

E-mail Id

I/We\_\_solemnly declare that the statements made above are correct to the best of my/our knowledge and belief.

(Signature of the Caterer/Contractor/Partner/director)

Date: Stamp of the Firm:

### **CHECK LIST**

| <b>S/N</b> | <b>Description</b>  | <b>Compliance (Yes/No)</b> |
|------------|---|----------------------------|
| <b>1</b>   | <b>DD towards tender Fees Rs.1,180/-&amp; EMD for Rs.42,580/-/Exemption Certificate</b> |                            |
| <b>2</b>   | <b>Proof of registered &amp; Operating Office in Mumbai.</b>                            |                            |
| <b>3</b>   | <b>Copy of E.P.F. Registration (Mumbai based, at least 05 years old)</b>                |                            |
| <b>4</b>   | <b>Copy of E.S.I. Registration (Mumbai based, at least 05 years old)</b>                |                            |
| <b>5</b>   | Service Tax Registration (old) and GST (new), combined both (Mumbai based)              |                            |
| <b>6</b>   | <b>Copy of PAN Card</b>   |                            |
| <b>7</b>   | <b>Copy of Partnership deed in case of Partnership Firm</b>                             |                            |
| <b>8</b>   | <b>Copy of ROC &amp; AOA in case of Company.</b>  |                            |
| <b>10</b>  | <b>Copy of work completion certificates as per eligibility criteria.</b>                |                            |
| <b>11</b>  | PROFORMA OF AFFIDAVIT FOR NON - BLACK LISTING, ANNEXURE-I                               |                            |
| <b>12</b>  | PROFORMA OF AFFIDAVIT FOR EXECUTION OF SIMILAR WORKS, Annexure-II                       |                            |
| <b>13</b>  | PROFORMA OF SCHEDULE OF QUANTITY, ANNEXURE-III  |                            |
| <b>14</b>  | FORM FOR CERTIFICATE OF NETWORTH FROM CHARTERED ACCOUNTANT, ANNEXURE-IV                 |                            |
| <b>15</b>  | FINANCIAL INFORMATION FROM CA, ANNEXURE-V   |                            |
| <b>16</b>  | <b>Banker's Certificate from a Scheduled Bank, ANNEXURE-VI</b>                          |                            |
| <b>17</b>  | PARTICULARS OF THE FIRM, ANNEXURE-VIII  |                            |
| <b>18</b>  | PARTICULARS IN RESPECT OF WORK EXECUTED IN PAST, ANNEXURE-IX                            |                            |
| <b>19</b>  | PARTICULARS IN RESPECT OF WORKS IN HAND, ANNEXURE-X                                     |                            |
| <b>20</b>  | <b>Details of work force Employed with Key Person, ANNEXURE-XI</b>                      |                            |
| <b>21</b>  | <b>Details of proposed Manpower are to be deployed by bidder, ANNEXURE-XII.</b>         |                            |
| <b>22</b>  | <b>Bank's details of Bidder, ANNEXURE-XIII</b>  |                            |
| <b>23</b>  | <b>Declaration towards rate analysis of rates is to be quoted, ANNEXURE-IV.</b>         |                            |
| <b>24</b>  | <b>ALL DOCUMENTS ARE SEAL &amp; SIGNED BY AUTHORIZED SIGNATORY.</b>                     |                            |



पंजाब नैशनल बैंक  
...भरोसे का प्रतीक !



punjab national bank  
...the name you can BANK upon !



GAD, CO: Thane, 4<sup>th</sup> Floor, Pragati Tower Building, BKC, Mumbai: 400051

### Sample of online submission of price bid

#### Part B – Commercial Bid

**Reg: Annual Maintenance Contract for Housekeeping (including Laundry & Maintenance Services) at Staff Training Centre (STC)& Belapur Navi Mumbai.**

| S. No. | Description of work  | Unit        | Qty | Rate (Rs.) | Amount (Rs.) |
|--------|--|-------------|-----|------------|--------------|
| 1.     | Charges for providing following manpower for carrying out Annual Maintenance Contract of Housekeeping work at STC building, CBD-Belapur, Navi-Mumbai, as per scope of work (A,B,& C), terms & conditions mentioned in technical bid.<br>Supervisor (Semi-Skilled): 01 No.;<br>Receptionist: 1 No.<br>Housekeeper/Sewer Man/Sweeper (Un-Skilled):.06 Nos. Part Time Mali (Un-Skilled): 01 No.<br>Total: 09 Nos.<br>Note:- Quoted rate shall be inclusive of GST | Month       | 12  |            |              |
| 2.     | Charges towards Mechanical cleaning and Disinfection of underground water tank and overhead water tanks through specialised agency (Half yearly/two times in one year) as per SCOPE OF WORK (D) and terms & conditions mentioned in tender document (technical bid). Quoted rates should be inclusive of GST.  | Half Yearly | 02  |            |              |

**\*Quoted rates should be inclusive of GST and liasoning charges if required from local bodies.**

**\* Sweeping/cleaning/scrubbing/vacuum cleaning equipment required for cleaning/Pest Control/Sanitisation etc. are to be provided by the successful Contractor. Bank will not make any payment towards the same.**

**Note: - Cleaning materials purchased & used for housekeeping & allied works, the same shall be paid by the bank on production of supporting purchase GST bills on actual monthly basis along with monthly AMC invoice i.e. cost of material + cartage + 10% towards contractor's OH & profit plus GST as applicable.**

Estimated cost for Rs.21.29Lakh inclusive of GST is only for item No.1 (AMC of Housekeeping) only wherein L-1 shall be decided on the basis of quoted rates for item No.1 & 2 both and work shall be awarded only for item No.1. Work towards item No.2 is Bank's discretion.