

TENDER DOCUMENT-2022

FOR

**“HOUSEKEEPING AND MAINTENANCE SERVICES
CONTRACT”**

AT

**PUNJAB NATIONAL BANK
ADMINISTRATIVE BLOCK (ZONAL OFFICE)
VIBHUTI KHAND, GOMTI NAGAR
LUCKNOW (U.P.) -226010.**

**Phone -(0522)-2728033
E-mail: fgmlckgad@pnb.co.in**

**CLIENT:
PUNJAB NATIONAL BANK
GENERAL ADMINISTRATION DEPARTMENT
ZONAL OFFICE, VIBHUTI KHAND
GOMTI NAGAR, LUCKNOW-226010
Phone No., 0522-2728033 E- mail: fgmlckgad@pnb.co.in**

**HOUSEKEEPING AND MAINTENANCE SERVICES CONTRACT AT
PNB ADMINISTRATIVE BLOCK (ZONAL OFFICE) -226010
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Integrity Pact as per format attached to be duly filled & signed & to be submitted with offer. Name & E-Mail address of IEM of the Punjab National Bank is give as under –

1. **Sh. Raj Kumar Singh, (IRS Retd.) E-Mail Address : mrrajksingh@gmail.com**
2. **Dr. Sarat Kumar Acharya, (Ex- CMD – NLC India Ltd.), E-Mail Address : sarat777@rediffmail.com**

Part A – Technical Bid**1.BID DETAILS/TENDER SCHEDULE**

S. No.	Item	Date/Remarks
1.	Tender Reference No.:	PNB HOUSEKEEPING AND MAINTENANCE SERVICES CONTRACT
2.	Date of commencement of Tender Download	01.04.2022
3.	Last date and time of acceptance of queries	11.04.2022 upto 17.00 hrs.
4.	Last date & time of downloading tender	19.04.2022 upto 15.00 hrs.
5.	Bid preparation & Hash Submission	19.04.2022 upto 15.00 hrs
6.	Close for Technical and commercial Bid	19.04.2022 from 15:01 hrs to 17.00 hrs
7.	Last date for Bid Submission & re-encryption	19.04.2022 from 17.01 hrs to 20.04.2022 till 15:00 Hrs
8.	Last date for Technical Bid Submission in Physical Form	20.04.2022 till 15.00 hrs
9	BSDF & Technical Bid Opening	20.04.2022 at 15.01 hrs to 17.00 hrs
10	Commercial Bid Opening	Date will be intimated later
11	Cost of Tender Document	Rs. 2360/- (Including GST) (Non-refundable) in the form of Demand Draft in favour of Punjab National bank payable at Lucknow
12	Bid Securing Declaration Form (BSDF)	Duly filled, signed & stamped to be submitted (Refer Annexure – 1)
13	Performance Security Deposit	3% of accepted value of tender
14	Estimated cost of project	17.35 Lacs (inclusive of taxes)
15	Place of opening of Bids	Punjab National Bank Zonal Office, Vibhuti Khand, Gomti Nagar, Lucknow (UP) -226010
16	Contact Details	Chief Manager (GAD), Punjab National Bank, Zonal Office, Vibhuti Khand, Gomti Nagar, Lucknow-226010 (UP) e-mail fgmlckgad@pnb.co.in Contact No. 0522-2728033

Bank shall follow the e-procurement process. Complete details of requirements for participation in e-procurement process are available on the Website of Punjab National Bank <https://www.etender.pnb.net>. It is mandatory for the bidder to get itself registered on Bank's Website for submission of online bids.

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

2. PURPOSE OF TENDER/ SCOPE OF WORK:

To provide HOUSEKEEPING, AND MAINTENANCE SERVICES at PUNJAB NATIONAL BANK ADMINISTRATIVE BLOCK, ZONAL OFFICE, LUCKNOW. Housekeeping and maintenance contract will cover all the covered as well as open area of PNB ADMINISTRATIVE BLOCK (ZONAL OFFICE) at Vibhuti Khand, Gomti Nagar, Lucknow 226010. The Administrative block has:

- a. Branch Office (only inside ZO premises), Vibhuti Khand Gomti Nagar, Lucknow, IT section, Security deptt., GBV, SASTRA, CAC, Canteen, Parking and open space on Ground Floor and 1st Floor has Zonal Office, Office Gallery and verandah, Cabins/ Halls, Stationary Room, Doctor Room, UPS rooms, Server Rooms, Reception Area, other unoccupied Rooms/ Halls, corridors, toilets/ wash rooms, kitchen on ground floor & 1st floor etc.
- b. Electricity Room i.e., Electrical Substation, Chiller Plant Room, DG Set Area, Guard Room at entrance gate, IT Room, Dining Room. Carpets in the cabin of authorities should be vacuum cleaned daily.
- c. Roof Terraces, balconies, lobbies, corridors other open cemented space, staircases, open and parking area at ground floor and full cleaning of branch office at ground floor.
- d. Any other area, **within the entire campus boundaries of Administrative Block**, as may be identified by the Bank.
- e. Contractor to ensure minor repair, replacement of pipes, water flow, flush system etc. in all bathrooms.
- f. Daily cleaning of Founder's statue.
- g. Thorough cleaning of top of algae collected on top of surfaces such as window sheds, chajjas and rooftop of the building and keeping the water outlets free from choking/blockage.

Adequate staff to be provided on a daily basis for cleaning up of the entire administrative building, other areas of Stone Paving, Corridors and Stair Cases etc. Terrace including roof tops, Outer stone paving, Road, Pathways, Road side Drains, all Sewer lines, Manholes, Chambers and Septic Tanks on prescribed intervals to keep them clean and in proper hygienic conditions. Collection of all garbage from the Office Building, Roads, and the Sewerage lines. Disposal of all rubbish/ waste material at a distant place away from the bank's premises. Common toilets of administrative block should be cleaned twice in a day whereas the lounges of Admin. Block must be cleaned on multiple basis throughout the day or at least thrice a day.

Housekeeping and maintenance activity in administrative block will be accomplished before 9:30 am sharp, unless especially preponed and advised accordingly by Zonal Office Lucknow. Even on Sundays / Holidays / On special occasions if required, all job relating to housekeeping will be completed as per schedule.

The staff deployed will be trained in housekeeping/ Maintenance work, bear good conduct and be physically fit for the work. All workers will wear uniform approved by the Bank while attending to their duties and carry their identity cards. The cost of the uniforms and the I-cards shall be borne by the contractor. All staff deputed by the contractor should be attentive & obedient.

(A). Minimum staff strength to be maintained by the Contractor:

The contractor shall engage at least following minimum staff for Housekeeping Work:

General Housekeepers (Unskilled) Five.

Note: One staff will see the supervisory work also.

(a). Timings of the housekeepers shall be staggered in such a manner that minimum two of them are available in the campus from 7.00 a.m. to 5.00 p.m.

Note: A complaint register will be maintained by the contractor & complaint from any staff working in the Zonal Office should be noted & resolved on daily basis.

(b). The contractor shall provide following materials & cleaning agent for specialized cleaning. The detail of items with minimum requirement is as under:

Minimum requirement of cleaning material to be provided			
S.No.	Items	Make	Minimum quantity to be required per month
1	Toilet Cleaner 1000ml	Harpic/Domex/lizol/Sanifresh	15 nos
2	Glass cleaner 500ml	Colin/ lizol/Mr. Muscles	5 nos
3	Room Air freshner Spray 250ml	Air wick/Godrej/odonil	10 nos
4	Liquid Hand soap	Detol/Lifebuoy/Patanjali	10 liters
5	Phenyl	Trishul/Gainda/Patanjali/Domex/Lizol	20 liters
6	Urinal Cubes	Approved brand	60 nos
7	Toilet Fresher 50gm	Odonil/Air wick	24 nos
8	Paper Roll	Approved brand	10 nos
9	C Fold Hand Wash paper Towel for 2 VIP toilets	Approved brand	6 Packet
10	Refill air-purifier 2 VIP toilets	Approved brand	4 refills

(c) Desired level of cleanliness in the entire complex of the bank will be maintained and for this, all materials/ instruments/ tools will be provided by the contractor. The supervisor will attend to complaints on urgent basis. Toiletries/ Cleaning material/ Instruments/ equipment/ linen to be provided are

- Brushes, Brooms, Wipers, Spongers, Mops etc.
- Vacuum cleaner.
- Floor scrubbing, polishing machine.
- Mosquito repelling mats/ liquid vaporizer.

- e) Brasso polish.
- f) Polishing material.
- g) Any other consumable item required for executing the scope of work.

One-month cleaning material must remain in the stock always.

C.1. Removal of waste material/ garbage from dust bin and entire premises should be done on daily basis. All the garbage/ dust bins have invariably to be lined with good quality disposable plastic garbage bags which shall have to be changed daily along with removal of garbage/ waste material. Thorough cleaning of all dustbins and buckets to be done with detergents, at least once a week.

C.2. Changing of towels should be done at least twice a week i.e., on Monday and Thursday. The soiled towels should be duly cleaned and laundered without fail.

C.3. Removal of cobwebs, window sponging and Glass cleaning should be done on weekly basis. Necessary records to be maintained at the site duly signed by the supervisor and bank officials. In case of any deviation, an appropriate penalty of minimum Rs. 1000/- per deviation will be deducted from monthly maintenance bill, after giving one verbal/ written notice to the contractor's supervisor/ concerned staff.

C.4. Dusting & vacuum cleaning of furniture, cub-boards, telephone instruments, computer and doors, windows, ventilators, blinds and glass partitions using glass cleaning liquids/ chemicals to keep all such articles dust free.

C.5. Washing and scrubbing of the toilets, washbasins, sanitary fittings using detergents, deodorants and disinfectants at least twice a day or whenever required by bank authorities.

C.6. Cleaning/ mopping of whole floor area by detergents, disinfectants, etc. in the morning or as & when required during the day. **The reception area, entrance, administration area floors shall have to be wet mopped at least three times a day, with use of good quality floor cleaner of Lizol or equivalent floor cleaner brand.** The dining halls, hand washing areas and nearby toilets also have to be cleaned/ wet mopped at least three times a day or more frequently if required.

C.7. Keeping ceiling and table fans, air- conditioning grills dust free.

C.8. Upkeep of partition glasses and panes with utmost care and application of glass cleaning chemicals/ liquids.

C.9. Cleaning, maintenance of all rooms and bathrooms along with furniture, fixtures, curtains, bathroom fittings etc. will be ensured by the contractor.

C.10 The mop used for wet and/ or dry mopping should be of standard quality wiper form which can remove all the stains through scrubbing action.

D. DAILY SERVICES TO BE PROVIDED/ EXECUTED BY THE CONTRATOR:

- I. Removal of waste material/ garbage from dustbins and entire premises including the open area/ lawns & gardens, kitchen wastage, dry leaves. The contractor will have to arrange to shift/ dispose of the garbage so collected from the bank premises safely and legally to approve garbage dump sites.
Note: Both the kitchen and dining room should be hygienically cleaned on daily basis without fail.
- II. Dusting & vacuum cleaning of furniture, cub-boards, telephone instruments, computers, doors, windows, ventilators, blinds and glass partitions using glass cleaning chemicals/ liquids to keep all such articles dust free.
- III. Cleaning and scrubbing of the toilets, washbasins, sanitary fittings using detergents, deodorants and disinfectants at least twice a day.
- IV. Cleaning/ mopping of whole floor area by detergents, disinfectants etc. in the morning or as & when required during the day. **The reception area, entrance, administration area floors shall have to be wet mopped at least three times a day, with use of good quality floor cleaner of Lizol or equivalent floor cleaner brand.** The mop used for wet and/ or dry mopping should be of standard quality wiper form which can remove all the stains through scrubbing action. The dining halls, hand washing areas and nearby toilets also have to be cleaned/ wet mopped at least three times a day or more frequently if required.
- V. Provision of hand wash liquid in the toilets after the daily checkup.
- VI. Provide good quality hand wash liquid soap dispenser in each and every bathroom/ hand washing area in the campus. The liquid soap should be of good quality brand like Dettol/ Patanjali/ Savlon/ Palmolive or equivalent brand.
- VII. Provide anti-mosquito liquid vaporizer, machines and refills, in all the office cabins etc.

(E) WEEKLY SERVICES TO BE PROVIDED / EXECUTED BY THE CONTRACTOR:

- I. Mechanical washing and scrubbing of floor area with detergents, dust removing chemicals and wax polishing of the floor area.
- II. Removal of cobwebs.
- III. Window sponging and cleaning.

- IV. Keeping ceiling and table fans, air- conditioning grills dust free.
- V. Cleaning of dustbins and buckets with detergents.
- VI. Upkeep of partition glasses and panes with utmost care and application of glass cleaning chemicals.
- VII. Deep cleaning of sanitary wares with cleaning liquids like Harpic.
- VIII. Polishing door – closers, door handles and other brass/ steel fittings boards etc.
- IX. Polishing of taps and other steel fittings in the toilets/ bathrooms with polishing liquid/ cream.
- X. Shampooing/ spraying/ disinfecting all floors in the premises, and chairs of the conference halls.

(F) HOUSEKEEPING AND MAINTENANCE SERVICES PERIODICITY:

Sr. No.	Description	Periodicity	Standard of Cleaning	Minor Penalty for Deviation
I.	Providing safe drinking water	On daily basis.	To be carried out in relentless fashion.	
II.	Cleaning, sweeping and mopping of Floors Especially, the reception area, entrance, administration area floors shall have to be wet mopped at least 3 times a day, with use of good quality floor cleaner of Lizol or equivalent floor cleaner brand. The mop used for wet and/ or dry mopping should be of standard quality wiper form which can remove all the stains through scrubbing action. The dining halls, hand washing areas and nearby toilets also have to be cleaned/ wet mopped at least three times a day or more	Daily	The floors should not have any particle of dust, spot or scar. It should be shining all the time. There should not be any cobweb or dusty footmarks anywhere.	Minimum Rs. 1,000/- for each occasion of default.

	frequently if required.			
III	Cleaning, Sweeping and Washing of Toilets and Wash Basins with detergents, cleaning liquids/ chemicals and standard disinfectants/ phenyls in Office premises.	Daily	There should not be any water spot anywhere in the toilet, washbasin and seat etc. All the plumbing fittings should be spotless and shinning all the time. The floor should remain dry. No water leakage should be allowed anywhere. The waste pipe, buckets, mugs, chauki should be cleaned on daily basis and they should remain dry all the time.	-do-
IV	Dusting in cabins / workstations in the Office Building, cleaning up and dusting of the Office Equipment including computers.	Daily	No dust particle should be seen anywhere and all the items should remain spotlessly clean all the time.	-do-
V	Removal of waste papers and other unserviceable material etc. from all rooms. All the dust bins should be lined with disposable garbage bags which should be changed every day.	Daily	The waste paper baskets should remain clean all the time.	-do-
VI	Dusting of Window panes, Doors etc. of the whole building	Daily	No dust particle should be visible.	-do-
VII	Cleaning and sweeping of the open cemented area including stair cases, terrace, and space below the stair cases.	Daily	There should be wet mopping followed by dry mopping and no rubbish/leaves etc. should be allowed to accumulate.	-do-
VIII	Multiple Cleaning of Lounge, Common Washrooms and Parking area.	Daily (at least 3 times a day)	The floors should not have any particle of dust, spot or scar. It should be shining all the time. There should not be any cow web anywhere	-do-

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IX	Special scrubbing and cleaning of window glass panels, window frames of hostel blocks, Canteen, VIP dining halls, Conference room, meeting room, signboards, cleaning/dusting of gates & boards at admin. Block etc,	Fortnightly	They should be cleaned with Colin or matching material and should remain sparkling clean all the time.	-do-
X	Special cleaning of the floors, sinks and working surfaces in the common halls and reception area.	Weekly	They should be cleaned with Domex/Mr. Muscle/ Easy off Bang or matching material and should be spotlessly clear all the time.	-do-
XI	Vacuum Cleaning and Cleaning by Soap water of the Window Pans, Doors etc. in the office complex	Fortnightly	There should not be any cob web anywhere.	-do-
XII	Polishing of metallic railings and borders of the planters.	Monthly	They should shine as mirror and remain spotlessly clear all the time.	-do-
XIII	Cleaning of drains and scrub wash of glazed walls of the campus. The sludge in the drains should be mechanically extracted and disposed of. Frequency may be asked to be increased if needed.	Bimonthly	There should not be any choking or foul smell at any time.	-do-
XIV	Cleaning of manholes.	Weekly	There should not be any choking or foul smell at any time.	-do-
XV	Cleaning of septic tanks and overhead water tanks.	Quarterly	The septic tanks and overhead water tanks should be cleaned of all sludge mechanically.	-do-
XVI	-Cleaning of any area of the campus. - Cleaning of external façade of the entire building blocks.	As & when required	The entire campus should look sparkling clean all the time.	-do-

XVII	Regular maintenance of furniture and fixtures in the premises, including residential quarters, miscellaneous carpentry work for repairing/ replacement will be carried by the contractor. Material (excluding work tools & consumable) will be supplied / Paid by the Bank.	To be done at least thrice in a week	Contractor must depute one carpenter for three days in a week for Residential complex (Punj Vihar, STC, Riverside, etc), administrative building and other offices in Lucknow.	-do-
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Besides above, the Bank reserves the right to add/ alter/ modify the scope of work/ frequency (to a reasonable extent) so as to achieve the objective of overall cleanliness/ hygiene of the premises and the contractor undertakes to implement the additions/ alterations/ modifications advised by the Bank without any extra compensation.

3. Eligibility Criteria

3.1 The contractor should have been in the business of **Housekeeping and Maintenance work** for at least **3 years** with an average annual turnover in Housekeeping and / or Maintenance work business **alone** of at least **Rs.5.60 lakh (Rs. Five lac sixty thousand only)** each

year during the last three years.

- Three similar completed works costing not less than amount equal to Rs. 6.94 lac,

Or

- Two similar completed works costing not less than amount equal to Rs.8.67 lac **Or**

- One similar completed works costing not less than amount equal to Rs. 13.88 Lacs.

In support of the above, the contracting firm should furnish the following documents along with

Prequalification bid (Envelope no. -I):

- (a) Profile giving complete details about the firm, including period for which it is in the business, duly signed by an authorized person(s).
- (b) Annual accounts of the firm for **last three years ending 31.03.2021** duly certified/ audited by a Chartered Accountant.
- (c) **The Contactor should have their office in Lucknow. The valid address proof of their establishment in Lucknow is to be submitted.**
- (d) Contracting firm/ Contractor to have at least 3 years satisfactory experience of providing housekeeping and maintenance services in hotels/ guest houses / reputed national level training institutions/ PSUs/ Central or State Govt. institutions **(Please enclose documentary proof i.e., work orders followed by their completion certificates).**

3.2 The track record of the contracting firm/ contractor should be clean and should not have any involvement in illegal activities or financial misappropriation/ frauds etc. Tenders must be accompanied by declaration to this effect on the letter head of the contracting firm and duly signed by authorized person(s)

3.3 Contracting firm/ Contractor should have at least one Supervisor staff to be dedicated to the PNB Administrative Block who should be well experienced/ qualified in similar nature of work.

3.4 The contracting firm/ contractor should submit duly filled Bid Securing Declaration Form (BSDF) along with Part-I of the tender.

- 3.5 The authorized person of the contracting firm / Contractor must put his signature on all the pages of the tender documents invariably in having accepted all the terms and conditions in respect of this tender work.
- 3.6 The bidder **must** be registered with **Provident Fund, ESI, GST Department** and should have PAN from Income Tax Department.
- 3.7 The details of establishments (names, addresses, telephone no. etc.) where housekeeping and Maintenance work are currently being provided/ have been provided, with value and period of the contract must be submitted.
- 3.8 **Solvency Certificate** of value **Rs.5 Lac (Rupees Five Lac)** from any Nationalized / Scheduled Commercial Bank should be submitted.
- 3.9 Original Certificates from the clients regarding the quality and duration of services rendered during the last 3 years shall also be furnished.
- 3.10 The bidder should not have been blacklisted/ barred by any Public Sector Bank, RBI or IBA or any other Government / PSU agencies. An undertaking in this regard is to be submitted to Bank by Bidder.

Any bidder / Contractor who is having criminal record, is not allowed to participate in the bidding process.

The Bidder has to upload scanned and legible copies of all the supporting documents on e-procurement Website of the bank i.e. <https://www.etender.pnbnet.in> for its scrutiny.

The Bank reserves the right to seek for any additional information and also reserves the right to reject or accept the bid of a bidder, if in the opinion of Bank, the qualification data is incomplete or the bidder is found not qualified to satisfactorily execute the requirements of the project and no communication shall be entertained in this regard in future.

4 Notice of Invitation of Tender

4.1 Online tenders are invited from experienced contractors in the business of **Housekeeping and Maintenance work** in PSU/ Central/ State Govt. Departments/ Large Corporate Offices/ Govt. Training Institutions/ MNCs or in reputed Guest Houses/ Well established hotels, for its Administrative Block (Zonal office) Vibhuti Khand, Gomti Nagar, Lucknow along with payment of Rs.2360 (including GST) (non-refundable) towards cost of tender in two envelopes containing (1) Tender cost & BSDF (2) Technical Bid. Tender cost fee of Rs2360 (including GST) in form of DD may be submitted in a separate envelope along with Bid Security Declaration Form (BSDF). Commercial Bid shall be submitted online.

Punjab National Bank, Zonal Office, Lucknow, Administrative Block is having its building situated at Vibhuti Khand, Gomti Nagar, Lucknow (U.P.) -226010, spread over ground floor to 1st floor, including open areas, parking spaces at ground floor and roof. Before submission of bid, bidders are requested to visit the building to have firsthand knowledge about the nature and quality of jobs involved.

4.2 The Bidders intending to participate in this tender are required to get enrolled on the Bank's website i.e., [https:// www.etender.pnbnnet.in](https://www.etender.pnbnnet.in) **Enrolment on the above-mentioned website is mandatory.**

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

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

4.5 All the bidders are required to submit Demand Draft in favour of Punjab National Bank, Lucknow of Rs.2360 (including GST) towards the cost of tender document as per tender schedule.

4.6 Bidders may submit their queries regarding any technical clarification as per tender schedule. No queries shall be entertained after last date fixed for acceptance of queries.

4.7 Standardized documents may be downloaded from the "Corrigendum / Addendums" section of the above-mentioned portal as per tender schedule. No deviation on the above will be entertained by the Bank there after.

4.8 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.

4.9 Price bid of only those bidders shall be opened online who bring their tender in line with requirements of tender documents and are acceptable to the Bank and the bidder who do not submit the BSDF as in Annexure-1, their tenders will be summarily rejected.

4.10 First Bid securing declaration form (BSDF) and tender cost fee envelope will be opened, and if the hard copy of the same is received on time (As mentioned in Bid Details), only then technical bid will

be opened online. Hard copy with the Demand Draft in favour of Punjab National Bank, Lucknow of **Rs. 2360/-** (including GST) towards tender cost fee and Bid Securing Declaration Form (BSDF) is to be submitted physically by the bidder along with technical bid in the office of the Chief Manager (GAD), Punjab National Bank, Zonal Office, Vibhuti Khand, Gomti Nagar, Lucknow – 226 010 as per tender schedule..

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

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

4.13 All disputes arising out of or in connection with this agreement shall deem to have arisen in Lucknow and only the courts of Lucknow 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 submission of bids on line and re-encryption (as per tender schedule).

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

For any further information/queries, Bidder may contact Chief Manager (GAD), Punjab National Bank, Zonal Office, Vibhuti Khand, Gomti Nagar, Lucknow – 226 010.

Ph no. 05222728033

E-mail: fgmlckgad@pnb.co.in

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

4.15 The Bank reserves the right to postpone or cancel the bidding process at any time at the sole discretion of the Bank without assigning any reason whatsoever.

4.16 The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reasons whatsoever.

4.17 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:// www.etender.pnbnet.in](https://www.etender.pnbnet.in)

4.18

The successful bidder shall be required to enter into a contract with Punjab National Bank, Zonal Office, Lucknow within 15 days of the award of the tender or within such extended period as may be specified by the Bank. The contractor needs to intimate the Chief Manager, Zonal Office, Lucknow about acceptance of all the terms and conditions in the work order in writing duly signed by proprietor / partner or authorized signatory.

For any further details/clarifications one may contact Chief Manager (GAD) Zonal Office, Vibhuti Khand, Gomti Nagar, Lucknow-226010 (Telephone No. 0522-2728033) (Email: fgmlckgad@pnb.co.in)

CHIEF MANAGER (GAD)

LETTER SUBMITTING TENDER

Chief Manager (GAD)
Punjab National Bank Zonal Office,
Vibhuti Khand, Gomti Nagar,
Lucknow – 226 010
Uttar Pradesh

Reg: Housekeeping and Maintenance Works contract at PNB Administrative Block, Vibhuti Khand, Lucknow.

Dear Sir,

1. Having visited the site and examined the conditions of contract, special conditions of contract, general conditions and detailed specifications execution of the above-named works, we offer to complete and maintain the whole of the said works in conformity with the said conditions of contract, specifications, schedules of this Tender Document or such other works as may be ascertained in accordance with the said conditions of contract.
2. I/We agree to abide by this tender for the period of 90 days from opening of Price Bid/Commercial Bid or extension thereof as required by the Employer from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
3. I/We confirm that the period and rates as referred in the agreement or general conditions of contract are given to which we give our consent and agree to abide by the same.
4. I/We understand that if our tender is accepted, we are to be jointly and severally responsible for the due performance of the contract.
5. I/We understand that you are not bound to accept the lowest or any tender you may receive and may reject all or any tender, accept or entrust the entire work to the Contractor without assigning any reason or giving any explanation whatsoever.
6. I/We submit Bid Securing Declaration Form (BSDF) to be obtained as Per Annexure-1.
7. I/ We understand that you are not bound to accept the lowest or any tender that you have received, without assigning any reason thereof.

Dated this day of 2022.

Signature _____ in the capacity of _____ duly

Tender Submitted on or before hrs

Following information is to be provided by the Contracting Firm / Contractor:

- a.) Name of the Contracting firm/ Contractor.
- b.) Constitution/ Memorandum and Article of Association.
- c.) Complete business address of the Contracting firm/ Contractor.
- d.) Telephone, Mobile & E-mail etc. of the Contracting firm/Contractor/PAN of company/firm.
- e.) Name(s) of the proprietor, partner(s)/Directors. Their complete address, telephone no., Mobile and Email to be provided. Copy of PAN & Aadhaar also to be submitted.
- f.) Year of establishment of Contracting firm/ Contractor.
- g.) Number of years of experience _____
- h.) Income Tax PAN / TAN no. and Income Tax Assessment/ Acknowledged Returns for last 3 years of the Contracting firm/ bidder.

Please give brief financial particulars of your firm for the last three accounting years along with the volume of business handled.

(The information will be kept confidential)

Year	2018-19	2019-20	2020-21
Total Turnover			
Profit			

- i. **GST** registration no. and copy of **GST Registration in Uttar Pradesh.**
- j. Registration details of the contracting firm / Company, along with certified copies of the registration certificates.
- k. Experience details of establishment where **Housekeeping and Maintenance work** are currently being rendered by contracting firm/ contractor with value, for last 3 years period of Contract. ***(The certificates should be issued on/ dated on or after the date of issue of this tender notice). Contractors must attach work orders followed by their completion certificates.***
- k. **EPF No.** (Attested copy of registration is required to be enclosed).
- l. **ESI No.** (Attested copy of registration is required to be enclosed).
- m. Declaration on the letter head of the contracting firm that it has never been involved in any illegal activities. **(As per annexure-I).**
- n. Ensure that each page of this tender application has been signed by the contractor / authorized signatory at desired place in order to assure that they have read and gone through all the terms and conditions of the tender.

Signature:

Seal of company/firm
Date:

PROFORMA FOR PERFORMANCE STATEMENT

NAME OF BID

Sr.No	Name of Organization	No of Sites Connected	Duration of Contract	Contract Amount	Date of Order	Contact Person and Telephone no.	Whether services satisfactory? (Attach certificate from customer) *
1							
2							
3							

Signature and Seal of Bidder

NOTE:

- Bidder to provide relevant certificates from minimum 03 organizations, who will be in a position to certify about the quality as well as past performance of their work & bidder's firm.
 - The name and address of the organization along with key persons, their designation, telephone no. and email address should be provided.
- * Satisfactory completion and performance certificate from the client for satisfactory execution of similar work as defined in eligibility criteria.

7.

CONTRACTOR'S RESPONSIBILITIES

- I. To maintain thorough cleanliness and hygienic conditions of all premises handed over to the contractor shall be his responsibility. In addition to the premises, the equipment, if provided to the contractor, shall be used with utmost care and returned to the Bank in proper working conditions at the time of expiry of the contract or on demand by authorized officer of the Bank.
- II. The contractor shall arrange for physical verification of all articles given as and when required by the Bank. Cleaning material must be brought at least one month in advance.
- III. The replacements of pilferages/ damages (due to negligence) of tube lights, fixtures, bulbs, regulators, sanitary wares, water taps etc. will be provided by the contractor. The cleaning staff must be given strict instructions to ensure that no solids waste is allowed to flow into gutter pipes and cause choking particularly in working place and kitchen area. Standard well established branded cleaning materials must be used regularly and its buffer stock must be maintained in his store, which can be checked by office authorities at irregular intervals.
- IV. The employees of the contractor will abide by the orders of the Zonal Manager/ DZM/DGM/AGM/ Chief Managers/ Manager (Administration) for the purpose of discipline. The Zonal Manager reserves the right to deny permission to work in premises to any of the contractor's staff and the contractor shall have to remove that staff member without any demur.
- V. The premises, with fitting & fixtures, furniture, equipment etc. provided to the contractor are the property of bank. The contractor shall have no right on any of these and shall place them back at the disposal of the bank when demanded. The contractor shall be responsible for the safe custody and proper use and maintenance of all equipment and properties of Bank, whether movable or immovable. Any damage caused to the equipment or properties by the negligent operation by the contractor or his employees shall be made good by the contractor immediately to the bank without any loss of time, failing which the cost of equipment/ properties will be recovered from his bills or from other means as deemed fit by the bank. On such recovery, if security deposit gets reduced, the same has to be made good by the contractor. Failure of equipment should not be an excuse for not providing service.
- VI. The contractors will have to maintain permanent records of all materials supplied to him by the bank. At the end of each quarter and also at the end of the contract period, the contractor will prepare the list of all items held by him and show them separately in good condition, repairable, irreparable and missing and make them available for the purpose of joint verification by the authorized officer of the bank and the contractor. Cost of the missing or damaged items shall be recovered from the contractor.
- VII. The Bank will provide (to the extent considered reasonable) replacement of equipment damaged due to normal wear & tear other than negligent usage by the contractor, at its

sole discretion. If it exceeds the reasonable limit as above, the contractor will be responsible for replacement of the same.

- VIII. The contractor will maintain a **First Aid medical box** at the reception counter, but the medicines/ consumables etc. will be provided by the bank. The record of consumption of medicines etc. will be maintained by the contractor. It will be the duty of reception staff to ensure that the First Aid Medical Box is adequately stored with essential first aid medicines/ kits.
- IX. The bank would be entitled to recover charges from the caretaker/ contractor for any violation of these conditions. The amount of the charges would be determined by the bank solely.
- X. The contractor indemnifies the bank against all monetary or other benefits to which his personnel are entitled during the period of employment or in relation to employment under various Labour Laws such as Factory Act 1948, Workmen Compensation Act or other such statute as may be made applicable from time to time. He will also be required to obtain the license as per provision of the Contract Labour (Regulation & Abolition) Act, 1970. Contractor shall be solely responsible and shall fully comply with all the provisions of all the labour laws applicable such as Factories Act, Industrial Disputes Act, Miscellaneous Provisions Act, Minimum Wages Act, Payment of Bonus Act, Workmen Compensation Act, and Contract Labour (Regulation of Employment and conditions of services) Act, 1979, Employees State Insurance Act etc., and the other Acts/ legislation passed from time to time.
- XI. ***It will be the sole responsibility of the contractor to ensure that he complies with all the applicable State/ Central legal provisions for hiring his staff to provide the services at PNB ADMINISTRATIVE BLOCK (ZONAL OFFICE), and the bank authorities shall be compensated/ indemnified by the contractor if any violation is detected by any authority and any penalty (monetary or otherwise)/ cost is imposed upon/ suffered by any of the bank authorities/ PNB due to non-compliance by the contractor.***
- XII. There shall neither be any privy of contract with employees of the contractor nor an employer – employee relationship between the bank and the contractor or its staff.
- XIII. The rates quoted in the bid shall be firm throughout the contract period, include all charges of tools & equipment, labour conditions P.F, E.S.I., Bonus, contractor profit with revision of wages.

Calculation of Wages of per Person		
As per Minimum Wages & VDA notified by the Chief Labour Commissioner, Ministry of Labour & Employment, Government of India	Rs A	(I)
DA	Rs B	(II)

Gross (Basic +DA)	Rs A+B	(III)
EPF Employer	@13% on Gross (A+B)	(IV)
ESI Employer	@ 3.25 % Gross (A+B)	(V)
Bonus	@ 8.33 % Gross	(VI)
Cost per month to bidder	Sum (III+IV+V+VI)	
Deduction of Employee from above gross		
EPF	@12% on Gross (A+B)	
ESI	@ 0.75 % Gross (A+B)	

- XIV. Bidder to ensure that rate quoted by him fulfills the minimum wages criteria as fixed by the central govt. If the bank feels that the rates quoted does not fulfill the minimum wages criteria clause and proper justification is not given, the bank at its discretion can reject the Bid.
- XV. The contractor shall be responsible for the proper behavior of all his staff and shall exercise a degree of control over them and in particular, without prejudice to the said generality, the contractor shall be bound to prohibit and prevent his employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupier of lands or properties in the neighborhood. In the event of such employees trespassing, **or creating nuisance**, the contractor shall be responsible for consequent claims or action for damages or injury or any other ground whatsoever. The decision of the officer authorized by the bank in the matter whatsoever under this clause shall be final.
- XVI. If at any time during the subsistence of the contract, the bank so desires to utilize the services of the contractor for any special get-togethers, parties, seminars, conference, meetings or otherwise the contractor shall provide his services for the same. In case the services required are outside the list of scope of work defined herein, then on the rates mutually agreed upon.
- XVII. The contractor shall also maintain all registers/ records as required by the Labour Department or any other Govt. or regulatory authority, and obtain any such license required to undertake the activities proposed to be undertaken by him. Any cost/ damage/ penalty, monetary or otherwise, suffered by bank or any of its officials, due to negligence/ non-compliance by the contractor shall be borne by/ indemnified by the contractor.
- XVIII. The contractor shall not use the PNB ADMINISTRATIVE BLOCK (ZONAL OFFICE) Premises for any other activity except the purpose for which it has been provided for.
- XIX. The contractor shall ensure that his personnel are courteous and the behavior & manners are good towards all guests/ employees of the bank. The ADMINISTRATIVE

BLOCK (ZONAL OFFICE) reserves the right to ask the contractor to remove immediately any of his staff from his services, without assigning any reason thereof.

XX. The contractor shall ensure that his employees are provided with uniform approved by the Punjab National Bank, Zonal Office, Lucknow. All his employees have to bear the prescribed uniform and photo I-Cards at all times while on duty at PNB ADMINISTRATIVE BLOCK (ZONAL OFFICE). In case of failure of the contractor to provide the uniform and I-Cards to its staff, the bank may levy penalty on him, in addition to recover the cost of uniform from his bills, if the same is provided by the bank.

XXI. Cleanliness and Hygiene-All the rules and regulations regarding hygiene, health etc, issued by the State, Municipal or Panchayat authorities and especially by Municipal officials, Chief Inspector of Food etc. shall be strictly adhered to by the Contractor and the Contractor to indemnify the bank against any loss of damage on this score.

XXII. **PENALTY CLAUSE:**

1. **Minor Penalty** - For any default/ deviation of services of minor nature (as determined by the Zonal Manager or his designated official), there will be penalty of minimum Rs. 1000/- for each occasion, with suitable intimation to the contractor/ its supervisory staff.

2. **Major Penalty** – In case minor penalty is imposed on the contractor for more than 5 times in a calendar month OR more than 10 times in a quarter, the Bank shall have the right to the security amount, after giving one week's notice to the contractor. Once invoked, the contractor shall immediately replenish the invoked security deposit if it wants to continue with the contract on existing terms for the balance term of the contract.

XXIII. The contractor shall be held responsible solely for any violation of statutory regulations i.e, local, state or central govt. Statutory Deductions towards income tax, GST will be made as per rules. Income Tax TDS and GST TDS will be deducted in every month's bill payable to contractor. The contractor shall take all necessary licenses from statutory authorities in respect of this work.

XXIV. The contractor/agency has to account for the revision in the minimum wages from time to time. The minimum age of the labour employed shall not be below 18 years. The contractor shall provide to its workforce and ensure the use of safety helmets/eye and face protection devices, hand & body protection devices etc.

XXV. Before commencing the work contractor submits a "safety plan". The safety plan shall include in detail the measures that would be taken by the contractor to ensure safety of men, equipment, material and environment. Safety of its staff employed will be sole responsibility of the contractor. The contractor shall adopt fire safety measures strictly and he will be responsible for the same.

Part – I

4. Technical / Pre-qualification Bid

1. Name of the Contracting firm/ Contractor _____

2. Address of the Contracting firm/ Contractor with _____

Telephone, Mobile & E-mail : _____

3. Year of Establishment : _____
4. Constitution of the Contracting firm/ Contractor
(Whether Company/ Firm/ Proprietorship) : _____
5. Name, Address & Telephone, Mobile, Email
of Directors/ Partners/ Proprietor : (i) _____
of the Contracting firm/ Contractor (ii) _____
(iii) _____

6. Whether registered with the registrar
of companies / registrar of firms. If so,
mention registration number & date : _____

7. Name and address of Banker(s) : (i) _____
(ii) _____
(iii) _____
8. Mention **GST Registration Number**
(Attach a copy). _____
Copy attached / Not Attached
9. Furnish copies of GST/ Sales Tax/ service tax
Clearance Certificate for last 3 years _____
Attached / Not attached
10. Mention **TAN / PAN (Permanent Account
Number)** and Copies of Income tax assessment
& Acknowledged ITRs for last two years. PAN. _____
TAN. _____
Copy Attached / Not Attached

11. Mention **EPF No.** and **ESI No.**
(Copy of EPF and ESI no must be enclosed) EPF No. _____
ESI No. _____
Copy Attached / Not Attached
12. Details of turn over for last 3 financial years 2018-19- Rs _____ Lac
2019-20- Rs. _____ Lac.
2020-21 -Rs. _____ Lac
Attach Certified / Audited copy of accounts
and CA Certificate
Copies Attached / Not Attached
13. Past Experience
Details of similar work done during Name of Organization Duration
last 3 years _____
(Separate chart may be enclosed _____
if more space is needed) Attach work _____
orders followed by them & _____
completion certificates. _____

14. Declaration by the Contractor/ Contracting
firm on the letter head duly signed by _____
contractor or authorized _____
person (**as per Annexure-I**) Attached/ Not Attached.
15. Solvency Certificate of value Rs.4.00 Lac.
from any Nationalized Bank / Scheduled
Commercial Bank (**dated on or after the**
tender notice date) Bank Name-----
Branch -----
Attached/ Not Attached.
16. Render document fee details DD No..... Date.....
Amount.....
Bank Name.....
Attached / Not Attached.
17. Certificates from the clients regarding the _____
satisfactory quality and duration of services rendered Attached/ Not Attached
during the last 3 years shall also be furnished.
(**The certificates should be issued on/ dated on or**
after the date of issue of this tender notice)

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 Zonal Office Lucknow, 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 Zonal Office 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 Zonal Manager, Zonal Office: Lucknow may deem fit.

Date

Place.....

Seal

Signature of -----

Contractor / Authorised signatory

Annexure-I

Affidavit

I _____ S/O _____ resident of _____ aged _____ years
Proprietor/ Partner/ Director of M/s _____ do
hereby solemnly declare and affirm as under:-

- That I am fully competent and duly authorized to make this affirmation and declaration on behalf of M/s _____.
- That the said firm has applied for rendering Housekeeping, Management Contract with Punjab National Bank, ADMINISTRATIVE BLOCK (ZONAL OFFICE) , Vibhuti Khand, Gomti Nagar, Lucknow-226010.
- That the said firm has been rendering similar services to following other organizations, institutions and establishments in the past and are still rendering such services.

Organization/ Institution	Type of Work	Duration (From)	Duration (To)

- That the said firm has been rendering such services to the total satisfaction of such organization, institutions and establishments to the best of its ability and to the total satisfaction of such other organization, institutions and establishments.
- That the firm has not attracted any adverse comments nor has been blacklisted on the services from any of the said organizations/ institutions/ establishments in the past till date.
- That the firm has not been denied participation/ not considered for participation by such other organization, institutions and establishments in the process of finalization at any stage of their Tendering process due to any reasons whatsoever.
- That the firm is not debarred from participating in the tendering process due to lapses attributable to the firm/ unsatisfactory services rendered at any point of time in the past during continuation of such contracts or termination thereof on conclusion on by any of such other organizations, institutions and establishments.

Date:

Place:

Deponent

I hereby confirm that the contents of the above Affidavit are true to the best of my knowledge and that nothing has been concealed therein.

Date:

Place:

Deponent

8. GENERAL TERMS & CONDITIONS OF CONTRACT:

All correspondence shall be addressed to Chief Manager, GSAD Cell, Punjab National Bank, Zonal Office, Pickup Bldg. Road, Vibhuti Khand, Gomti Nagar, Lucknow-226010 and superscribed: "HOUSEKEEPING AND MAINTENANCE SERVICES CONTRACT at PUNJAB NATIONAL BANK, ADMINISTRATIVE BLOCK, ZONAL OFFICE, LUCKNOW). The tenders will remain valid for a period of 90 days from the date of opening of tenders. Bank reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

8.1 Damage to other articles in the premises:

The Contractor shall be responsible for any damage to the Safe Fixtures Furniture and other installations like window and door glasses during their work / due to negligence or carelessness or any fault on Contractor's part or that of its Manager or Workmen or Agent and the Contractor shall be liable to pay to the PNB, ADMINISTRATIVE BLOCK (ZONAL OFFICE) such amount in respect of such damage as may be assessed by PNB, ADMINISTRATIVE BLOCK (ZONAL OFFICE) or any officer/ staff authorized in this behalf.

8.2. Electricity and Water supply consumption:

The charges of electricity for lights, fans and other electrical appliances and water required for the purpose of **Housekeeping (including work) and Maintenance services work** consumed for executing the **Housekeeping (including work) and Maintenance services work** shall be borne by PNB, ADMINISTRATIVE BLOCK (ZONAL OFFICE).

8.3. Personal Supervision:

It will be the Contractor's responsibility to ensure that the obligations under the terms of this agreement are duly performed and observed by him/her and their staff.

8.4. Complaints and Improvements:

The Contractor shall carry out such improvements as may be necessary for ensuring satisfactory service of **Housekeeping and Maintenance services work** of the bank as advised by the bank authorities from time to time.

8.5. Settlement of Accounts:

Income-tax/TDS/GST deduction at source will be done as per the Govt. rules. Contractor must ensure compliance of, regarding Minimum Wages Act, ESIC, EPF of their employees as per Central Government guidelines with proof thereof along with their monthly bills for payment. Contractor has to provide necessary evidence in respect of deposit of EPF/ESI contribution of employees with the monthly bill.

8.6. Termination of the Contract:

- a. The contract can be terminated as provided hereunder clause c (without notice) or by efflux of time or earlier by two months' notice at the option of the bank as

the case may be. The contractor shall also have the option to terminate the contract after giving two months' notice to the Bank. If during the currency of the contract, any Govt. notification prohibits employment of contract labour for housekeeping and maintenance services, the contract shall come to an end forthwith and no compensation shall be paid to the contractor.

- b. If at any stage during the period of the contract any case involving moral turpitude comes to notice of the bank against the contractor or its personnel, the Bank reserves the exclusive and special right to terminate the contract without any notice to the contractor and in such event, the contractor will not be entitled to any compensation from the Bank.
- c. In case, the Contractor assigns or sub-contracts this contract without written approval of the Bank or in case the performance of the Contractor is found unsatisfactory in case of contravention by the contractor of any of the terms & conditions contained herein and Schedules hereto, the Bank shall have the right to terminate the contract without giving any notice to the Contractor. The Zonal Manager of the Bank shall be the sole authority to decide and judge the quality of service rendered by the Contractor and his decision will be fully binding on the Contractor.

In addition, in the event of instances of gross misbehavior, theft, burglary, misuse of the Bank's property etc. by the Contractor or by any staff or agent of the Contractor, the Bank may forthwith terminate this Contract summarily without any previous notice to Contractor and Contractor shall have no claim whatsoever against the Bank.

8.7 FEE /RATES /CHARGES

The price/ rates quoted, agreed and accepted by the contractor shall remain firm and shall not be subject to any variation during the period of contract. The rates quoted shall be deemed to include and cover all costs, expenses, taxes including GST, and liabilities of every description and all risks of every kind of action to be taken in performing the contract. The Contractor shall be deemed to have known the nature, scope, magnitude and extent of services to be rendered and materials to be procured, though the contract documents may not fully spell out all the details.

8.8 Contractor to vacate the site on Termination/Expiry:

Immediately on the termination or expiry of this contract, the Contractor and its employees and agents shall peacefully vacate the premises and handover to PNB, ZONAL OFFICE Lucknow all articles, equipment, furniture and fixtures belonging to PNB, ZONAL OFFICE Lucknow and entrusted in its custody and shall remove all its stores and effects. In case of default, PNB, ZONAL OFFICE Lucknow shall be entitled to enter into the same or remove the stores or the effects wherever lying of the Contractor and to dispose of the same by sale or otherwise without being liable for any damage.

8.9 Penalty:

- (i) The bank administration will also keep a constant check on the quality of the services provided by the contractor on daily basis. In case of the complaint from

the staff and if the same is found correct due to the unsatisfactory services provided or any violation to the terms of the contract, the Bank will take a decision and may impose financial penalty of minimum Rs. 1000/- (which may be increased in multiples of Rs.1000/- depending upon the gravity of the complaint / amount of losses.) and make suitable deductions from the contractors bill for which the bank's decision will be final and binding on the contractor.

(ii) In case the contractor fails to deploy requisite number of employees as mentioned in the Schedule, during a calendar month, a financial penalty **Rs.500/- per person per day** of absence would be imposed by the bank and the same will be deducted from the monthly bill of the contractor.

(iii) Levying of penalty on more than 5 times in a calendar month OR more than 10 times in a quarter shall give a right to PNB ZONAL OFFICE Lucknow to invoke its pledge on security deposit, as explained under Page no. 22 & Point No.XXII: Penalty Clause under Contractor's Responsibilities.

8.10 Failure to Exercise Bank's rights:

Any omission on the part of PNB, ZONAL OFFICE, Lucknow at any time to exercise any of its rights under the terms of the **HOUSEKEEPING AND MAINTENANCE SERVICES CONTRACT** shall in no way impair or affect the validity of the terms and the rights of PNB, ZONAL OFFICE Lucknow to enforce its rights at any time subsequently.

8.11 Tenancy Rights:

Nothing herein contained shall be construed to create any tenancy in Contractor's favour of the premises and PNB ZONAL OFFICE Lucknow may of its mere motion effect the termination of this **HOUSEKEEPING AND MAINTENANCE SERVICES CONTRACT** and re-enter and retake and absolutely retain possession of the area provided for their store purposes.

8.12 Licenses and Registrations:

The Contractor should obtain the requisite license under Contract Labour Act (Regulation and Abolition Act, 1970) and amended from time to time issued by the concerned Labour Department for running the establishment. PNB, ZONAL OFFICE, Lucknow shall not be responsible in any way for any breach by the Contractor of the rules and regulations governing the running of such establishments by the Contractor.

The Contractor shall register with the Registrar of concerned State Body and shall abide by State Labour /Government of India (Ministry of Labour) rules and regulations and all other Statutory Acts/Regulations and rules relevant to this contract including Works Contract Act, Minimum Wages Act,1950 and amended from time to time, Payment of Wages Act,1935 and amended from time to time, Provident Fund Act, ESI Act and such other Statutory Enactment, Rules and Regulations laid by the Government and local body in force, coming into force which may apply to this agreement. The Contractor shall indemnify the Bank against risks and damages arising out of the default on the part of Contractor due

to negligence or non-compliance of any of the aforesaid rules, regulations etc. laid down by the Government and other statutory authorities from time to time.

The Contractor shall comply with all requirements of law with regard to the provision of labour and ensure that an appropriate license from State / Central Assistant Commissioner is obtained. It shall be the responsibility of the Contractor for furnishing necessary Statutory information/documents in proof of the above whenever called for by Bank.

In case of any labour problems related to the workmen staff of the Contractor, the same will be settled at the Contractor's end only.

8.13 Disputes Resolution:

All questions, disputes and/ or difference arising under or in connection with this agreement or in any way touching or relating to or concerning the construction, meaning or effect of the terms herein, shall be referred to the sole arbitration of PNB, Zonal Office, Lucknow or to the sole arbitration of the Officer who for the time being is entrusted (whether or not in addition to other functions), with the functions of PNB, Zonal Office, Lucknow) (by whatever designation shall offer) may be called hereinafter/ referred to as 'the said officer' and if PNB, Zonal Office, Lucknow or the said officer is unable or unwilling to act, the sole arbitration of some other person appointed by PNB, Zonal Office, Lucknow or the said Officer and willing to act as such arbitrator. The Contractor has no objection to any such appointment to the effect that the arbitrator so appointed is PNB Zonal Office, Lucknow own Officer or that he was a part to the contract or that he had to deal with matters which relate to this arrangement or that in the course of this duties as such Officer he had expressed views on all or any of the matters in dispute or difference. **The award of the arbitrator so appointed shall be final and binding.** All disputes shall be jurisdiction of courts of District Lucknow only.

8.14 Contract period

This agreement with successful Contracting firm/ Contractor shall remain valid for a period of 12 months from the date of execution of the contract and may be extended for another 12 months after a review of contractor's performance during this period of contract on same terms and conditions on mutually agreed rates.

8.15 The Contractor agrees and undertakes to render the specialized first-class services to the bank as per the requirement and satisfaction of the bank from time to time. The existing services to be rendered and covered under this agreement have been set out in the **scope of work as per schedule** and will also abide with the specific terms and conditions as mentioned in **Schedule**.

8.16 The contractor agrees and undertakes to bear all taxes, rates, charges, levies or claims whatsoever as may be imposed by the state/central Govt. or any local body or authority. The contractor agrees to furnish such proof of payments or compliance of the obligations including Registration Certificate, clearance certificate etc. as may be required by the Bank from time to time.

- 8.17 The contractor shall keep the bank indemnified against all the claims and liabilities, if any.
- 8.18 The contractor and his employees shall devote their full attention to the work of **Housekeeping, Maintenance** and shall discharge his obligations as mentioned in the agreement most diligently and honestly.
- 8.19 Contractor's employees would be medically fit, neat, hygienic, tidy and well behaved and shall be provided with suitable uniforms in consultation with the bank.
- 8.20 The contractor and all his employees shall at all time during the continuance of the agreement obey and observe all directions and instructions which may be given by the Bank concerning any aspect of **Housekeeping, and Maintenance work**.
- 8.21 In case the contractor or any of his employees fail to fulfill their obligations for any day or any number of days to the satisfaction of the bank for any reason whatsoever he shall be liable for imposition of financial penalty without prejudice to its other rights and shall be entitled to deduct such damages from the money if any payable to him.
- 8.22 In case the contractor assigns or sub-contracts this contract without written approval of the Bank or attempts to do so, the Bank shall have the right to terminate the agreement without giving any notice to the Contractor.
- 8.23 The Dy. General Manager, Punjab National Bank, Zonal Office, Lucknow shall be the sole authority to judge and decide about the quality of the services rendered by the contractor. All questions relating to the performance of the obligations under the agreement and all the disputes and differences which shall arise either during or after the agreement period or matters, arising out of or relating to the agreement or payments to be made in pursuance thereof shall be decided by the Dy. General Manager, Punjab National Bank, Zonal Office, Lucknow. The contractor hereby agrees to be bound by the decisions of the Dy. General Manager, Punjab National Bank, Zonal Office, Lucknow.
- 8.24 The successful bidder will deposit a security amount Equal to 3% of the Tender Award amount. The bank shall be entitled to adjust or appropriate the said security deposit towards loss or damage or breakage in the items entrusted or caused to other assets at the Administrative Block of the Bank by the contractor or his employees or any other liability/ penalty on the contractor. Once the security deposit is so appropriated, the contractor shall immediately replenish the security deposit if it wants to continue the contract on the existing terms and conditions for the remaining tenor of the contract originally allotted.
- 8.25 The bank shall have the right to withhold any reasonable sums from the amounts payable to the contractor under this contract, if the contractor commits breach of any of the terms and conditions to the satisfaction of the Bank and the quality performance of contract with regard to **Housekeeping and Facilities Management Service** is found unsatisfactory and the Bank shall have the right to terminate this agreement.

- a. The agreement shall be terminated without notice on gross violation or by efflux of time. It may be terminated on account of un-satisfactory services by **two months'** notice at the option of the bank. The contractor shall also have the option to terminate the agreement after **giving two months' notice to the bank**.
 - b. On termination of contract by the Bank, shall have the right to for any reason whatsoever, the bank shall be entitled to engage the services of any other person, agency or contractor to meet the requirements without prejudice to its rights including claim for damages against the contractor.
- 8.26 The responsibility of arranging instruments/equipment pertaining to **Housekeeping and Maintenance work** in the bank will rest on the contractor. The periodical maintenance of instruments/ equipment will be carried out by the contractor and the bank has no role to play.
- 8.27 The contractor shall bear all the costs and expenses in respect of all charges, stamp duties etc. relating to this agreement.
- 8.28 In case any dispute whatsoever regarding **Housekeeping and Maintenance work**, the decision of the ZONAL MANAGER shall be final, subject to the arbitration clause stated above.
- 8.29 The contractor shall be responsible for general cleanliness, hygiene of the portion occupied by them in the campus and also furniture and fixture therein.
- 8.30 The contractor shall maintain highest standard and quality in the services.
- 8.31 The Contractor shall not be allowed to carry away any material/ item out of the campus without the prior permission of the Bank. The Contractor shall co-operate with the other Contractors working in the campus.
- 8.32 Overall cleanliness of the entire campus must be so impressive that it should be seen neat and clean everywhere.
- 8.33 In case of any default/ improper maintenance in due time, the Bank reserves to itself the right to withhold/ recover from the Contractor's Bill or Security Deposit and get the job executed through any other agency at the Contractor's cost.
- 8.34 **AMENDMENT OF BIDDING DOCUMENTS BY THE BANK**

At any time prior to the last Date and Time for submission of bids, the Bank may, without assigning any reason whatsoever, modify the Bidding Documents through amendments at the sole discretion of the Bank. All amendments shall be uploaded on the Bank's websites (www.pnbindia.in and <https://www.etender.pnbnet.in>) and shall be binding on all Bidders.

In order to provide prospective Bidders a reasonable time to take the amendment if any, into account in preparing their bid, the

Bank may, at its discretion, extend the deadline for submission of bids.

8.35 MODIFICATION AND WITHDRAWAL OF BID BY THE TENDERER

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

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

c) No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity specified in tender documents. For withdrawal of bid after the end date of online bid submission, the bidder will have to make a request in writing to Tender Inviting Authority of Bank. Withdrawal of bid may be allowed till issue of work order with the following provision of penal action:

d) If the request of withdrawal is received before informing the date for opening of price bid, the clauses mentioned in BSDF as in Annexure-1 shall be enforced. The price bid of remaining technically qualified bidders will be opened and the tender process shall go on.

e) If the request of withdrawal is received after informing the date for opening of price bid, the clauses mentioned in BSDF as in Annexure-1 shall be enforced. The price bid of all technically qualified bidders including this bidder (if he found technically eligible) will be opened and action will follow as under:

I) If the bidder withdrawing his bid is other than L-1, the tender process shall go on.

II) If the bidder withdrawing his bid is L-1, the re-tender will be done.

CONTACTING THE BANK

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

9. 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:

- Tender Cost Fee & BSDF
- Technical Bid

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

(I) TECHNICAL BID

TECHNICAL BID will also contain the Compliance statement as per the Terms & Conditions mentioned in the Tender Documents, and **NOT contain any pricing or commercial information at all.** Technical bid documents with any commercial information will be rejected.

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

(II) COMMERCIAL BID

In the second stage, the commercial bid of only those bidders, whose technical bids are short listed, will be opened. **The commercial bid should be submitted online only.**

SUBMISSION OF BIDS

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

All the technical supporting documents should be submitted manually in a sealed envelope shall be super scribed as **“Housekeeping and Facilities Management Service at Admin Block, Punjab National Bank, Vibhuti Khand, Lucknow”** before the final date & time of bid submission at the following address.

Cost of Tender Document of **Rs.2360/-** (including GST) along with Bid Securing Declaration Form (BSDF) as Annexure-1 shall be submitted in a sealed envelope shall be super scribed as **“Housekeeping and Facilities Management Service at Admin Block, Punjab National Bank, Vibhuti Khand, Lucknow”** before the final date & time of bid submission at the following address.

Chief Manager (GAD)
Punjab National Bank, Zonal Office,
Vibhuti Khand, Gomti Nagar
Lucknow – 226 010

At the time of physical submission of bid, bidder has to show acknowledgement e-mail received after completion of the bid submission in proof of having submitted the bid online.

CONTENT OF DOCUMENTS TO BE SUBMITTED

Documents required in Technical Bid Envelope (Sealed Cover)

1. Letter submitting Tender.
2. Bidders undertaking letter.
3. Supporting documents as per Eligibility Criteria
4. Performance/Completion Certificate from clients.
5. Bidder's Information.
6. Duly signed Tender document and corrigendum, if any
7. Copy of last three years audited/CA Certified balanced sheet & profit and loss statement.
8. BSDF & Tender Document fee.
9. Power of attorney / Board resolution in favour of authorized person signing the Bid documents.
10. Copy of PAN & GST.
11. Affidavit as per annexure – I & annexure III

Note: a. All pages of the bid documents must be signed by authorized person.
b. All pages of the bid documents should be numbered in serial order i.e., 1, 2, 3...
c. **Commercial bid to be submitted in e-procurement process only. No hardcopy of the same be enclosed with the supporting documents.**

1. PRELIMINARY EXAMINATION

Bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information has been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order.

The bid determined as not in order as per the eligibility criteria will be rejected by the Bank. The decision of the Bank is final towards evaluation of the bid documents.

1. EVALUATION AND AWARD CRITERIA

After opening of the technical bids, all the documents and annexure (except commercial documents/offer) will be evaluated first by the Bank. First, received bids will be evaluated based on the eligibility criteria. Technical bids of only those bidders satisfying the eligibility criteria will be evaluated.

Only those bidders satisfying the technical requirements and accepting the terms and conditions of this document shall be short-listed for further steps.

Punjab National Bank will determine to their satisfaction whether the bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of PNB will be final in this regard.

The determination will take into account bidder's financial, technical and support capabilities, based on an examination of documentary evidence submitted by bidders in support of eligibility criteria.

The award of contract will be based on evaluation of technical and commercial bids.

Special Conditions of Contract

- a) Intending contractor shall visit the site and get acquainted with site conditions and activities during the working hours before quoting the rates. The contractor should note and bear in mind that the Bank shall bear no responsibility for the lack of acquaintance of site and other conditions or any information relating thereto or on their part.

For the purpose of conducting this **Housekeeping and Maintenance Services** the staff deployed shall be of good health and character. They should also possess quality of pleasant behavior, obedience and should be Non-Smoker / Non – Gutkha - Pan eaters.

- b) The Contractor must ensure that his entire staff observe cleanliness and are properly dressed in clean uniform with prescribed identity cards during service hours. **The Contractor shall incur the cost of uniform and I-Card to his employees.**
- c) The Contractor should take all precautionary measure to ensure the safety of his workmen and the bank shall not be responsible in case of any eventuality.
- d) The Bank reserves the right to reject any particular workman/ staff employed by the Contractor under contract with it without assigning any reason thereof. Such staff will have to leave the campus at short notice and will be replaced by the suitable substitute.
- e) The Contractor shall furnish a detailed list of his employees' along with their addresses, photo identity to the Campus Supervisor and Manager (Admin.) of the Bank.
- f) Any change in staff of the Contractor must be informed to the Bank.
- g) The workmen/ staff engaged by the Contractor shall not have any right/ claim over the facilities enjoyed by Bank's employees, participants etc.
- h) All the workforce to be provided by the contracting firm / contractor shall be on the payroll of the contracting firm / contractor and they will not be treated as staff of the Bank for any purpose. Their Wages, EPF, as per rules of the Government shall be the sole responsibility of the contractor. Vendor will ensure that payments made to the contracted laborer are being made as per labor laws/Industrial acts. Non making payment if demanded from the bank shall be deducted from the monthly charges payable to the vendor and if need be, from the security deposit.

Payment: - Payment will be made on monthly arrear basis within 15 days from the date of receipt of valid invoice along with following supporting documents: -

sn	Details of documents duly signed and stamped by successful bidder.
1.	Attendance sheet of deployed staff.
2.	Wage sheet in Form-B duly signed by individual deployed staff.

3.	Bank statement of individual deployed staff for particular months showing proof of date of transfer of payment and amount of payment.
4.	Proof of amount paid towards EPF (share of individual employee i.e contract manpower deputed by successful bidder).
5.	Proof of amount paid towards EPF (share of employer i.e bidder).
6.	Proof of amount paid towards ESI (share of individual employee i.e contract manpower deputed by successful bidder).
7.	Proof of amount paid towards bonus prior of Deepawali (once in a year, as per prescribed percentage and rule of Bonus Act 1965).
8.	Copy of services rendered during billing period.
9.	Letter of declaration consisting of compiling of making payment to deployed staff as per minimum wages Act as per Central Govt., deductions towards ESI & EPF as per Govt. rules
10.	Copy of other special cleaning activity carried out within the billing period.

- i) The rates quoted in the commercial bid shall be on Monthly Basis for regular maintenance work for general upkeep of the campus including buildings and roads.
- j) All the items of material required for housekeeping would be supplied by the Contracting firm / Contractor, including the petty items such as Iron and Steel Screws, Nails, Glues, Adhesives, Glazing Clips, Lubricant for Oiling and Greasing for use in maintenance work.
- k) The Contractor shall prepare a List of items required for the purpose of Cleaning, Washing and Sweeping and maintain adequate stock at the bank, which should suffice for a Month.
- l) The contractor shall attend the day-to-day complaints and maintain a register for the same. The job done shall have to be as per the entire satisfaction of the bank
- m) The Contractor, however, shall abide by instructions as may be imposed/ or as may be issued by appropriate Government/ Civic authorities and, PNB, authorities or any person authorized by PNB, in consumption of water and electricity.
- n) Contractor shall indemnify to Bank in case of any loss due to contractor.

11. BID SECURING DECLARATION FORM

The Chief Manager (GAD),
Punjab National Bank, Zonal Office
Vibhuti Khand, Gomti Nagar,
Lucknow-226010

Dear Sir,

Reg:

I/We the undersigned declare that:

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

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

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) Having been notified of the acceptance of our bid by the employer during the period of Bid Validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Security Deposit, in accordance with the instructions to bidders.

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

Signed: (insert signature of person whose name & capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

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

Duly authorized to sign the bid for and on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing) Corporate seal (whwere appropriate)

Annexure-III

Declaration

Date:

The Chief Manager (GAD)
Punjab National Bank,
Zonal Office,
Vibhuti Khand, Gomti Nagar
Lucknow (UP) - 226010.

Sir/ Madam,

Reg: HOUSEKEEPING AND MAINTENANCE SERVICES CONTRACT: Declaration of non-involvement in any illegal activities

I/ **We** hereby declare that my/ our firm M/S
..... has never been involved in any illegal activities and has
never been charged for financial misappropriation/ fraud/ embezzlement/ any criminal activity
etc. Also, no criminal case is pending against me/ us or my / our firm in any court of law.

Signature _____
Authorized Signatory/ Signatories
(Seal of the Contracting firm)

Part-B **Commercial Bid**

The Chief Manager (GSAD)
Punjab National Bank
Zonal Office,
Vibhuti Khand, Gomti Nagar
Lucknow (UP) - 226010.
Sir,

Reg.: COMMERCIAL BID FOR HOUSEKEEPING AND MAINTENANCE SERVICES CONTRACT, PUNJAB NATIONAL BANK ADMINISTRATIVE BLOCK (ZONAL OFFICE) VIBHUTI KHAND, GOMTI NAGAR LUCKNOW (U.P.) -226010.

I/ we am/ are ready to execute the stamped agreement as per the term of **Schedule and all clauses of general terms & conditions of HOUSEKEEPING AND MAINTENANCE SERVICES CONTRACT**. I/ we have gone through all the terms and conditions contained in the tender documents and already given my/ our acceptance for it. I/ we confirm that I/ we fulfill the eligibility criteria as stipulated by you in the tender.

I/ we offer my/ our rate as under which is 'all inclusive', including all local/ state/ central Govt. taxes/ levies at existing levels as per break up given below:

S.no	Description	Rate per year excluding Tax
1	Carrying out the Specialized housekeeping & MAINTENANCE SERVICES at PUNJAB NATIONAL BANK (ADMINISTRATIVE BLOCK VIBHUTI KHAND, GOMTI NAGAR, LUCKNOW as given in General terms and conditions & Scope of work which include providing Work force of 5 cleaning staffs as per term and conditions mentioned in the tender . Consumable cleaning material as per Tender Document, Tools, equipments and gadgets etc. as required for performing the job to complete satisfaction of Bank.	
2	GST @ 18%	
3	Total price inclusive GST	

(Amount in words: Rupees per year inclusive of GST)

Date: _____
Place: _____

Signature of the bidder / Contractor.
Seal

Integrity Pact

Punjab National Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970 (Act no V of 1970) and having its Head Office at Plot no. 4, Sector 10, Dwarka, New Delhi 110075, hereinafter referred to as "The Principal", which expression shall mean and include unless the context otherwise requires, its successors in office and assigns of the First Part.

And

M/s. _____ having its registered office at _____ hereinafter referred to as "The Bidder/Contractor", expression shall mean and include unless the context otherwise requires, successors and permitted assigns of the Second part.

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

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

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

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

c. The Principal will exclude from the process all known prejudiced person.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s) / Contractor(s)

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

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

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

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans., technical proposal and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the existing provisions of GFR, 2017, PC Act, 1988 and other Financial Rules/Guidelines etc.

Section 4- Compensation for Damages

(1). If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to earnest Money Deposit/Bid Security.

(2). If the Principal has terminated the contract according to Section 3, or the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5- Previous transgression

(1) The Bidder declares that no previous transgression occurred in the last three years immediate before signing of this integrity pact with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprises or central/state government department in India that could justify his exclusion from the tender process.

(2). If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealing".

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

(1) In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP.

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

(3) The Principal will disqualify from the tender process all the Bidders who do not sign this Pact or violate its provisions.

Section 7- Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8- Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under the agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and

performs his/her functions neutrally and independently. The Monitor would be provided access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/ records/ information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Managing Director and CEO, Punjab National Bank.

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

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on "Non-Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform MD & CEO, Punjab National Bank and recues himself/herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the MD & CEO, Punjab National Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the MD& CEO, Punjab National Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD & CEO, PNB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

Section 09- Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by MD & CEO, PNB.

Section 10- Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the "Place of award of work". .
- (2) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of to the extant law in force relating to any civil or criminal proceedings.
- (3) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (4) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (5) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (6) Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.
- (7) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)
Bidder/Contractor)
(Office Seal)

(For & On behalf of
(Office Seal)

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

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

ARTICLES OF AGREEMENT

This agreement is made at Lucknow on..... day of 2022
between Punjab National Bank, a body corporate constituted under the Banking
Companies (Acquisition and transfer of Undertaking Act 1970) having its Zonal
office, Vibhuti Khand, Gomti Nagar Lucknow - 226 010 (Hereinafter referred to
as "The Bank/The Employer") of the first part

&
M/S..... (Herein after called "the Contractor") of the second part.

WHEREAS Bank is desirous of getting certain works done viz-----

The successful bidder has accepted a tender vide letter of acceptance dated
_____ for Rs _____

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The contractor has deposited Rs. _____ with the bank as security
deposit for due performance of the agreement.
2. The following documents will be integral part of the agreement viz.
 - a. Original Tender Document and Award Letter.
 - b. Acceptance letter.
 - c. Price bid & Technical bid.
 - d. General Terms & Conditions of Contract
 - e. Special Conditions of Contract.
 - f. Other additional documents as required
4. In consideration of payment to be made by the employer to the Contractor as
hereinafter mentioned, the Contractor 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. The employer hereby covenants to pay the Contractor 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. IN WITNESS whereof the parties hereto have caused their respective
common seals to be hereunto affixed (or have hereunto set their respective

hands and seals) the day, month and year first above written.

6. All disputes arising out of or in connection with this agreement shall deem to have arisen in Lucknow and only the courts of Lucknow shall have the jurisdiction to determine the same.

7. All parts of this contract have been read by us and fully understood by us.

SIGNED AND SEALED AND DELIVERED BY THE

Said

Said

(Name)

(Name)

on behalf of the Contractor

on behalf of the employer

in the presence of

in the presence of

Name:

Name

Witness (1)

Witness (2)

Address:

Address:

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