

**HOUSEKEEPING & MAINTENANCE SERVICES
PNB STAFF TRAINING CENTRE, PANCHKULA-1**

PUNJAB NATIONAL BANK

STAFF TRAINING CENTRE, PANCHKULA-1

TENDER DOCUMENT

(Part A & B)

FOR

**Contract of Housekeeping & Maintenance Services at
PNB Staff Training Centre, Panchkula-1
C-12, Sector 6, Panchkula – 134109 (Haryana)**

Issued by Punjab National Bank Staff Training Centre, Panchkula-1

Contact Person

**Sh. Yogesh Thakur, Chief Manager
Punjab National Bank Staff Training Centre, Panchkula-1
C-12, Sector 6, Panchkula – 134109 (Haryana)
Mob: 9816093167
E-mail: pnbbrscpl@pnb.co.in**

**HOUSEKEEPING & MAINTENANCE SERVICES
PNB STAFF TRAINING CENTRE, PANCHKULA-1**

**TENDER DOCUMENT
PART (A)**

TECHNICAL BID

Name of work	Housekeeping & Maintenance Services at PNB Staff Training Centre, Panchkula-1
Estimated Cost	₹18,00,000/- + GST @ 18% (Rupees Eighteen Lakh only + GST @ 18%) per annum
Earnest Money	Rs.36000/- (Rupees Thirty Six thousand only) (Refundable)
Security Deposit	Rs.200000/- (Security deposit from Successful bidder)
Period	Twenty four (24) Months extendable for twelve months, subject to satisfactory annual performance review
NIT No.	
Cost of Tender Document	₹3,000.00 + GST @ 18% (₹ Three thousand + GST @ 18% only). Firms/Companies registered under MSE are exempted from submission of tender fee (Documentary proof to be submitted by the bidders).

PART (B)

Commercial Bid	To be submitted online only
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[Eligibility cum Technical (Part- A) & Commercial (Part-B)]

LAST DATE FOR SUBMISSION OF BID DOCUMENT: 29-08-2022 Up to 14.00 HRS

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**HOUSEKEEPING & MAINTENANCE SERVICES
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NOTICE INVITING TENDER

**Contract for Housekeeping & Maintenance Services at PNB Staff Training Centre,
Panchkula-1 at Plot No.C-12, Sector 6, Panchkula – 134109 (Haryana)**

Punjab National Bank (PNB) invites E-tenders (two bid system) for Contract for Housekeeping & Maintenance Services at PNB Staff Training Centre, Panchkula-1 : at Plot No.C-12, Sector 6, Panchkula – 134109 (Haryana) from the bidders **who fulfil the eligibility criteria** mentioned in tender documents.

The estimated cost of work is ₹18,00,000/- (Rupees Eighteen Lakh only). GST shall be paid extra as applicable. The tender cost fee is **₹3,000/- + GST @ 18% and EMD is Rs.36000/-**.

Commencement of Tender download is from **09-08-2022, 1400 HRS**. Last date for downloading tender documents, bid preparation and hash submission is **29-08-2022 till 1400 HRS** Last date for re-encryption and bid submission is **31-08-2022 till 1400 HRS**.

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

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

Please note that bid preparation and hash submission and bid re-encryption is compulsory activity, failing which bidder will not be able to submit the bids online. Re-encryption with digital signature is a compulsory step, failing which the onlinebid, submitted by bidder, won't be considered for bid opening. The bidders are requested to read the user manual available on website <https://etender.pnbnet.in> before initiating the process of E-Tendering.

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.

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.

Training Head

HOUSEKEEPING & MAINTENANCE SERVICES PNB STAFF TRAINING CENTRE, PANCHKULA-1

SUBMISSION OF TENDER

Bidders are required to submit their technical bids in the two envelope system as detailed under:

Envelope No.1-Tender Cost and Earnest Money

Envelope No. 2 – Technical Bid

Above envelopes should be submitted in an envelope, which should be super scribed
“Contract for Housekeeping & Maintenance Services at PNB Staff Training Centre, Panchkula-1 at Plot No. C-12, Sector 6, Panchkula – 134109 (Haryana)”

The bidder should also submit **self-attested** copy of following documents in Technical Bid:

1. PAN No.
2. ESI & EPF Registration
3. GST Registration No.
4. Audited Balance sheet (if applicable) & ITR for the last 3 years along with Profit & Loss statement
5. Letter of submitting tender
6. Supporting documents as per Eligibility Criteria
7. Experience cum Satisfaction Certificate from clients
8. Bidder Information (Annexure VII)
9. Acceptance of Compliance Statement (Annexure VIII)
10. Power of attorney (notarised)/Board Resolution in favour of authorized person signing the Biddocuments, if applicable.
11. Firm/Company's profile on the letter head bearing full address and it must contain the above details along with self-attested proof of all the KYC documents in respect of Proof of Identity of Proprietor/ Partners/ Directors/ Authorized Signatory Person & Proof of Address for Registered Office/ Manufacturing Unit/s, etc.
12. Certificate of incorporation/ Registration & Partnership Deed (if applicable).
13. Bid Security Declaration form.
14. Solvency Certificate for Rs.5.00 Lacs (Issued after date of Tender)
15. Duly signed Tender Document and corrigendum, if any

Commercial bid

1. Commercial bid shall be submitted online only. Bidder should not submit any physical copy of commercial bid/price quoted/rates along with Technical Bid documents. Submission of Commercial Bid by any mode, other than online on our e-tendering website <https://etender.pnbnet.in/>, shall not be accepted under any circumstance and the bid shall be summarily rejected.

2 The bidder is expected to quote rate/ amount after careful analysis of cost involved considering all specifications and conditions of contract. **In case it is noticed that the rates quoted by the bidder are unusually high or unusually low, it will be a sufficient ground for rejection of the tender unless the reasonableness of the rates is convincing.** If the Bank feels that minimum wage clause and rates quoted does not fulfil the minimum wage criteria of the DC Rates of State Govt.(Haryana), then bank at its discretion can reject the bid and forfeit the EMD/Security Deposit, dues payable whichever applicable at the point of incidence. **For scrutiny, the analysis for such rates is to be furnished by the bidder on demand. The bidder may be barred/ black-listed from participating in Banks future tenders for one year or more depending upon Bank's discretion.**

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3. The commercial bid of technically eligible bidders who meets the eligibility criteria stipulated in tender documents will be opened online in the presence of participated or representatives of participated bidders who choose to attend the same. Date for opening of commercial bids will be intimated later.
4. All disputes arising out of or in connection with this agreement shall deem to have arisen in **Panchkula** and only the courts of **Panchkula** shall have the jurisdiction to determine the same.
5. Sealed tenders (only Technical Bid) as above will be received by the office of Training Head, Punjab National Bank, PNB Staff Training Centre-1, Panchkula : at Plot No.C-12, Sector 6, Panchkula – 134109 (Haryana) up to 1100 HRS on 01-09-2022. (Tender Cost and EMD along with related document)
6. Tenders received late i.e. after the date and time of submission of bid on account of any reason whatsoever and telegraphic tenders will not be entertained. The tender not accompanied by the Tender Cost and EMD which is to be deposited through Demand Draft/Exempted letter in separate envelop are liable to be rejected as non-responsive.
7. Tender received with inadequate /incomplete documents will be rejected and treated as non-responsive.
8. Bidders are not allowed to withdraw from bidding process after submission of bids.
9. Each bidder acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of bidder, not limited to those selection criteria set out in this tender document. The issuance of tender document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a bidder. The bidder unconditionally acknowledges by submitting its response to this tender document that it has not relied on any idea, information, statement, representation, or warranty given in this tender document.
10. 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.
11. PNB reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to issuance of award letter, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for the PNB's action
12. Bidder may visit STC Panchkula-1 premises before submission of their offer on Pre-Bid Meeting Date.

Training Head

**HOUSEKEEPING & MAINTENANCE SERVICES
PNB STAFF TRAINING CENTRE, PANCHKULA-1**

**TENDER SCHEDULE FOR CONTRACT OF HOUSEKEEPING & MAINTENANCE SERVICES AT PNB
STAFF TRAINING CENTRE, PANCHKULA-1 : AT PLOT NO.C-12, SECTOR 6, PANCHKULA – 134109
(HARYANA)**

TENDER ENQUIRY	PNB/STC PANCHKULA-1/ HOUSEKEEPING/22-23
Date of Initiating Bidding Process	09-08-2022 FROM 1400 HRS
Pre Bid Meeting	23-08-2022 AT 1100 HRS PNB STAFF TRAINING CENTRE, PANCHKULA-1, HARYANA – 134109
Last Date and Time for downloading the Tender Documents, Bid Preparation and Hash Submission	29-08-2022 TILL 1400 HRS
Close for Technical and Commercial Bid	29-08-2022 TILL 1500 HRS
Last Date and Time for submission of Bids online and Re-encryption	29-08-2022 FROM 1500 HRS TO 31-08-2022 TILL 1700 HRS
Last Date and Time for Submission of physical bids along with supporting documents	01-09-2022 TILL 1100 HRS
Date and time for opening of technical bid	01-09-2022 FROM 1500 HRS Onwards
Date and time for opening of commercial bids	Will be informed later
Place of opening of Bids	Punjab National Bank STAFF TRAINING CENTRE, PANCHKULA-1, HARYANA – 134109
Address for Communication	Training Head Punjab National Bank, Staff Training Centre Panchkula-1 ,Plot No. C-12, Sector 6 Panchkula - 134109 Haryana, Ph: 0172-2561723, 2584016 Email: pnbrscpkl@pnb.co.in
Site for downloading and submission of tender	https://etender.pnbnet.in , https://www.pnbindia.in
EMD	Rs.36000/-

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Cost of tender (Non Refundable)	₹3,000.00 (Rupees Three Thousand only + GST @ 18% only)
Above amount of EMD and Tender Cost have to be submitted in the form of Demand Draft in favor of "PNB Staff Training Centre, Panchkula-1", payable at Panchkula, at the time of submission of bids, in Envelope -1, in a single envelope superscripted as " Tender Cost and EMD "	

Note:

1. Technical Bids will be opened online as well as in physical form **but Commercial bid will be opened online only**. Bidders may view the details through their terminal using their e- procurement <https://etender.pnbnet.in> registration login.
2. Any Bidder, who wish to participate in this tender and is not registered earlier in our e-procurement site, would have to first register with our e-procurement site.
3. All the technical supporting documents should be submitted in physical form also. **However, Commercial Bid should be submitted only online in our e-procurement website.**
4. Notice of any changes will be published on Bank's website (<https://www.pnbindia.in> & <https://etender.pnbnet.in>) wherever required / feasible.
5. Please note that hash preparation is compulsory activity, failing which bidder will not be able to submit the bids. The Bank reserves the right to accept/reject any or all the offers submitted in response to this advertisement without assigning any reason whatsoever.
6. To become eligible for submission/uploading, the bidder shall have to furnish an affidavit (**on stamp paper of requisite value**) as under :

"I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of the Bank, then I/we shall be debarred for bidding in PNB in future forever. Also, if such violation comes to the notice of the Bank before date of start of work, the Bank shall be at liberty to terminate the contract/agreement, if executed, forthwith without any liability on part of bank to any person who so ever including me/us and forfeit the entire amount of Security Deposit/Performance Guarantee."

**HOUSEKEEPING & MAINTENANCE SERVICES
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**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING FORMING PART OF
NIT (Applicable for inviting tenders on 2 bid system)**

PNB Staff Training Centre, Panchkula-1, Plot No.C-12, Sector 6, Panchkula – 134109 (Haryana) invites on-line bids from specialized firms/Service Providers of repute in two bid system (Technical and Commercial) for the following work:

1.	1	S. NO.
	2	NIT NO.
Contract for Housekeeping & Maintenance Services at PNB Staff Training Centre, Panchkula-1, Plot No. C-12, Sector 6, Panchkula – 134109 (Haryana)	3	NAME OF WORK & LOCATION
₹18,00,000/- + GST per annum (Rupees Eighteen Lakh only + GST per annum)	4	ESTIMATED COST PUT TO TENDER (ANNUAL)
36000/-	5	EARNEST MONEY
Twenty four months(24) extendable for 12 months subject to satisfactory annual performance review	6	PERIOD OF CONTRACT
31-08-2022 UPTO 1700 HRS (Read with Tender Schedule Table)	7	LAST DATE & TIME OF SUBMISSION OF TECHNICAL AND FINANCIAL BIDS
01-09-2022 UPTO 1100 HRS	8	PERIOD DURING WHICH BID SECURITY DECLARATION, COST OF TENDER DOCUMENT AND OTHER DOCUMENTS SHALL BE SUBMITTED PHYSICALLY
01-09-2022 1500 HRS	9	TIME & DATE OF OPENING OF TECHNICAL BID
W intimated to successful technical bidders Separately	10	TIME & DATE OF OPENING OF COMMERCIAL BID
Tender form and other details can be obtained from bank's website https://www.pnbindia.in or https://etender.pnbnnet.in		

HOUSEKEEPING & MAINTENANCE SERVICES PNB STAFF TRAINING CENTRE, PANCHKULA-1

ELIGIBILITY CRITERIA FOR HOUSEKEEPING & MAINTENANCE SERVICES AT PNB STAFF TRAINING CENTRE, PANCHKULA-1, PLOT NO. C-12, SECTOR 6, PANCHKULA – 134109 (HARYANA)

The invitation of bids is open to all Experienced Contractors/Service Providers, reputed firms (proprietary/partnership), company / organization registered in India under Companies Act or relevant law who fulfil the minimum eligibility criteria. Consortium/Joint Ventures and Special Purpose Vehicles are not eligible for the tender. The bid, if any, submitted by them shall be summarily rejected. Proposals not complying with minimum eligibility criteria, as enumerated below, will be rejected and will not be considered for evaluation of technical bid. The proposal should adhere to the following minimum eligibility criteria:

- (a) Bidder should have experience of successfully completed similar works during last 3 years as on 31-03-2022 in similar Bank Training Institutions, PSU's, Center/State Govt. Departments, Semi Govt. Departments, State/Centre Govt. Undertakings. **Experience cum Satisfaction letter from previous Organisation/Institution is to be provided.**
1. The period/duration of single contracts shall not be less than one year.
 2. Cost of a single work/contract should not be less than 15.00 lacs per year.
 3. Cost of Work means gross value of the completed work including the cost of materials supplied by Government/Client but excluding those supplied free of cost.
 4. Similar work shall mean Contract for Housekeeping work, i.e. cleaning and maintenance of the Office/Hostel/Institutional Building.
- (b) Should have had average annual financial turnover of **₹15 Lakh** during the last three years ending **31st March 2022**** (Scanned copy of Audited Balance Sheet to be uploaded)
** In case, the company/bidder does not have the audited Balance Sheet for period ending March 2022, provisional balance sheet certified by their Statutory Auditors will be acceptable.
- (c) Should not have incurred any loss in more than two years during the last three years ending **31st March 2022. (Balance Sheet & Profit & Loss statement of last 3 years)**
- (d) Should submit a solvency certificate of **₹5.00 Lakh** (Scanned copy of original solvency to be uploaded) (Note:- Banker should be any of the scheduled Bank as per RBI Act) and should not have been declared insolvent or no insolvency proceedings should be going on in any court of law as on date of submission of commercial bid and during the currency of contract. **The date of issuance of Solvency Certificate should be on or after the date of this tender notice.**
- (e) The bidder should not have been black-listed/ 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 (on stamp paper of requisite value) duly notarized by Notary Public.

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General Instructions

- Willing firms/Service Providers are essentially required to submit following along with application.
 - i. Cost of bid document
 - ii. Earnest Money
 - iii. Bidder should have all the requisite permissions, licenses, authority and otherwise be competent to carry out such activity/transactions and should have all the requisite PAN No, TIN No, GST No. as applicable.
 - iv. PAN No.
 - v. ESI & EPF Registration
 - vi. GST Registration No. GST No. & copy of GST Registration Certificate. Up to date returns should have been filed till last quarter and for the last 3 years to the Department of GST along with the copies of such returns submitted to the Department of GST (including Service Tax/ VAT Return before GST period certified copies by Chartered accountant).
 - vii. Audited Balance sheet (if applicable) & ITR for the last 3 years along with Profit & Loss statement
 - viii. Letter of submitting tender
 - ix. Supporting documents as per Eligibility Criteria (a to e above)
 - x. Experience cum Satisfaction Certificate from clients
 - xi. Bidder Information (Annexure VII)
 - xii. Acceptance of Compliance Statement (Annexure VIII)
 - xiii. Power of attorney (notarised)/Board Resolution in favour of authorized person signing the Bid documents, if applicable.
 - xiv. Firm/Company's profile on the letter head bearing full address and it must contain the above details along with self-attested proof of all the KYC documents in respect of Proof of Identity of Proprietor/ Partners/ Directors/ Authorized Signatory Person & Proof of Address for Registered Office/ Manufacturing Unit/s, etc.
 - xv. Certificate of incorporation/ Registration & Partnership Deed (if applicable).
 - xvi. Bid Security Declaration form.
 - xvii. Solvency Certificate for Rs. 5.00 Lacs (Issued on or after date of Tender)
 - xviii. Duly signed Tender Document and corrigendum, if any
- The bidder shall be responsible for all costs associated with preparation of their proposals.
- The eligibility-cum-Technical bid shall be opened first on due date and time as mentioned. Time and date for opening of Commercial bid of Service Providers who qualify eligibility-cum-technical bid shall be communicated to them at a later date.
- Bank reserves the right to verify the particulars furnished by the firms/Service Providers independently.
- Bank also reserves the right to reject any application without assigning any reason.
- The bid document consisting of plans, specifications, schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen on website <https://www.pnbindia.in> or <https://etender.pnbnet.in> free of cost.
- Those Service Providers not registered on the website mentioned above, are required to get registered beforehand. The intending bidder must have valid class-II/III (Signing + Encryption) digital signature to submit the bid. Consultant should satisfy themselves about their eligibility before applying.

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- Cost of Bid Document - ₹3000 + GST @ 18% (Rupees Three Thousand + 18% GST) and EMD to be submitted in the shape of DD drawn in favour of PNB Staff Training Centre, Panchkula-1 payable at Panchkula.
Demand Draft and Cost of Bid Document/Exemption letter/Earnest money shall be placed in single sealed envelope superscripted as “**Tender Cost and EMD**” with name of work and due date of opening of the bid also mentioned thereon.
- Any discrepancy found in above DD will led to rejection of bid process and further no tender process i.e. opening of Technical Bid will be carried out.
- Firms registered under MSEs would be exempted from submission of tender fee/cost and payment of Earnest money. (Documentary proof to be submitted by the bidders).

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OTHER TERMS AND CONDITIONS:-

1. This tender document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful vendor as identified by the Bank, after completion of the selection process as detailed in this document. Subject to any law to the contrary, and to the maximum extent permitted by law, Bank disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) (–Losses) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this tender document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advise.

2. This document is meant to provide information only and upon the express understanding that the recipients will use it only for the purpose set out herein. The Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations on any claim the potential bidder(s) may make in case of failure to understand the terms and requirements of this tender and respond to the tender.

3. Bank reserves right of deviation or change in this document. Whenever any change, amendment, alteration or deletion in the terms of tender document is warranted it will be notified on Bank's website before last date of submission of bid.

4. This document constitutes no form of commitment on the part of the Bank.

5. No binding legal relationship will exist between any of the Recipients and the Bank until execution of a contractual agreement to full satisfaction of the Bank.

6. A Recipient will, by responding to the Bank's tender/tender document, be deemed to have accepted the terms as stated in this document.

7. This document and services hereunder shall be governed by and construed and enforced in accordance with the Laws of India and only the courts in Panchkula shall have exclusive jurisdiction for any dispute arising out of as in relation to this tender.

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

9. 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

10. Tenders are **non-transferable** and cannot be sub-contracted

11. The Contractor will be responsible for payment of wages and other dues and compliance of all statutory provisions related to minimum wages, labour laws etc. applicable to the workers

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deployed by them at STC Panchkula-1. Any penalty for failure/negligence on this part shall be the responsibility of the Contractor.

12. If Bank feels that minimum wage clause i.e. DC rates as prescribed by the State Govt. (Haryana) and other statutory provisions like EPF, Bonus etc. as applicable are not being adhered by the bidder then bank at its discretion can reject the bid and forfeit the security amount also at later stage.

HOUSEKEEPING & MAINTENANCE SERVICES

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1. **INTRODUCTION**

This document describes the Scope of Work for contract of Housekeeping & Maintenance Services at PNB Staff Training Centre, Panchkula-1, Plot No. C-12, Sector 6, Panchkula – 134109 (Haryana)

PNB Staff Training Centre, Panchkula is having its building situated at Plot No. C-12, Sector 6, Panchkula – 134109 (Haryana) spread over Basement, Ground Floor to 4th floor, including open areas, garden, STC residential campus area and parking spaces around the building.

The building has total plot area of approx. of 15245 Sq Feet. Work involves housekeeping, maintenance, laundry, gardening & facility management services of entire Centre premises occupied by the Bank at Plot No. C-12, Sector 6, Panchkula – 134109 (Haryana). Housekeeping contract will cover all the covered as well as open area of PNB STC-1 Panchkula premises broadly comprising of the following:-

- a. **Basement Area**: Computer Labs, Faculty Room, Gymnasium/Sports Room, Store Room, UPS Room, Server Room, Corridors and Auditorium etc.
- b. **Ground Floor**: Training Head Room, Dining Hall, Auditorium, Reception Area, Lobby/Lounge, Washrooms and Corridors etc.
- c. **First Floor**: Main Lecture Hall, Class Rooms, Administrative Room, Chief Manager Cabin, UPS Room, Server Room, Library, Store Room, Washrooms and Corridors etc.
- d. **Second Floor**: Hostel Block having 12 Rooms with balconies & attached washrooms and Corridors etc.
- e. **Third Floor**: Hostel Block having 12 Rooms with balconies & attached washrooms and Corridors etc.
- f. **Fourth Floor**: Hostel Block having 2 VIP Suit Rooms and 8 Rooms with balconies & attached washrooms and Corridors etc.
- g. Roof Terraces, Balconies, Lobbies, Corridors/other open spaces, Lifts, staircases, Driveway, Gardens, Badminton Court, Vehicle Parking Area, Electricity Room, DG Set Area, **green/katcha area outside boundary wall upto road alongwith rain water drains.**
- h. Any other area, within the entire campus boundaries or as may be identified by PNB STC, Panchkula from time to time.

Note:

The General/Standard provisions of the contract shall be read in consonance with the Special Terms & Conditions and in case of any inconsistencies or contradictions between them, Special Terms & Conditions shall have precedence over the General/Standard provisions.

2. **LOCATION AND SCOPE OF THE WORK**

Location

The details of service location under this tender/contract is as detailed hereunder:

PNB Staff Training Centre-1,
Plot No. C-12, Sector 6,
Panchkula – 134109 (Haryana)

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Scope of Housekeeping services

The Scope of work of Housekeeping services at the PNB Staff Training Centre, Panchkula-1, Plot No. C-12, Sector 6, Panchkula – 134109 (Haryana) will include following broad services, which have been further described in detail.

Notwithstanding anything to the contrary in the Scope of Work expressed or implied, the successful Bidder/Contractor shall remain at all times exclusively responsible to provide all materials, personnel, equipment and other resources, that are needed to ensure that contractual obligations are fulfilled.

The Bidder shall physically acquaint himself with the site of work, with the housekeeping and other jobs as per the scope of work mentioned herein and also verify the approach roads, working space available etc. at the location, before submitting the quotation.

Housekeeping services as detailed hereunder are intended to be provided for the total building and complete cleanliness and maintenance of the premises cited above:

High quality cleanliness standards shall be maintained in the premises through scheduled and need-based cleaning and maintenance of the office premises (as mentioned hereunder) including rooms, cabins, lobbies, reception area, common areas, gym, floors, walls, art-works, dining area, corridors, passages, ceilings, terrace, basements, parking area, surrounding areas, grills, railings, doors, windows, glasses, mirrors, fixtures & fittings, including lights and fans, computers dusting, table/chair dusting/cleaning/dry cleaning, curtain cleaning etc., (This is illustrative only, not exhaustive)

The Contractor shall be responsible to engage manpower as per requirement to keep the entire building, garden, lawn, etc. cleaned round the clock. The housekeeping works shall be continued throughout the day. However the major sweeping, cleaning, moping, disposal of waste etc. should invariably be completed before or after the office hours and cleaning of floor at office building shall be done continuously throughout the day. Apart from that, during special events, if required, additional service shall be provided by the Contractor without any extra cost as per requirement of Bank.

Notwithstanding anything to the contrary, in the Scope of Work expressed or implied, the Contractor shall remain at all times exclusively responsible for providing all materials, personnel, equipments etc. that are needed to ensure that contractual obligations are fulfilled.

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3. DETAILS OF WORK TO BE PERFORMED:

- 3.1 The housekeeping, laundry and facility management services contract shall be for the entire centre premises occupied by Punjab National Bank, Staff Training Centre-1, Panchkula, at Plot No. C-12, Sector 6, Panchkula – 134109 (Haryana)
- 3.2 The measures for Housekeeping & maintenance should be pro-active, anticipatory and preventive and should be capable of handling any emergent situation also.
- 3.3 The contractor shall provide specified manpower (as per the Annexure-1 enclosed) for upkeep and maintenance of the following areas:-
- a. **Basement Area:** Computer Labs, Faculty Room, Gymnasium/Sports Room, Store Room, UPS Room, Server Room, Corridors and Auditorium etc.
 - b. **Ground Floor:** Training Head Room, Dining Hall, Auditorium, Reception Area, Lobby/Lounge, Washrooms and Corridors etc.
 - c. **First Floor:** Main Lecture Hall, Class Rooms, Administrative Room, Chief Manager Cabin, UPS Room, Server Room, Library, Store Room, Washrooms and Corridors etc.
 - d. **Second Floor:** Hostel Block having 12 Rooms with balconies & attached washrooms and Corridors etc.
 - e. **Third Floor:** Hostel Block having 12 Rooms with balconies & attached washrooms and Corridors etc.
 - f. **Fourth Floor:** Hostel Block having 2 VIP Suit Rooms and 8 Rooms with balconies & attached washrooms and Corridors etc.
 - g. Roof Terraces, Balconies, Lobbies, Corridors/other open spaces, Lifts, staircases, Driveway, Gardens, Badminton Court, Vehicle Parking Area, Electricity Room, DG Set Area, **green/katcha area outside boundary wall upto road alongwith rain water drain.**
 - h. Any other area, **within the entire campus boundaries** or as may be identified by PNB STC, Panchkula from time to time.

The contractor shall also ensure to perform the following activities for excellent housekeeping services:-

- 3.3.1** Rooms upkeep and taking luggage to Rooms at the time of check-in and bringing it down at the time of checkout (if required). Maintaining record of Check-in & Check-out of candidates etc. handing and taking over of room keys, attending incoming calls and passing these to the concerned candidates, officials etc., maintenance of plants and their placement, maintenance of Sound Systems, Lighting Systems, Sign Boards, Water Coolers, Aqua-guards, RO, Electrical cables, Fans, Fixtures, Fittings, Water Heaters, Room Heaters, Computer equipments etc. and other logistic support for training/ function/seminar etc.
- 3.3.2** The Contractor shall be responsible for specialized maintenance and upkeep of the furniture, fixture, mattresses, pillows with cover, blankets, towels, bedroom linen, electricity fittings, bathroom fittings etc of the residential rooms, bathrooms of the hostel/ guest rooms/common toilets.

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- 3.4 The contractor shall arrange daily cleaning of the entire complex **as specified in annexure II**. Even if a room is not being used, the dusting/cleaning should be done as per schedule. This should be strictly adhered to without fail.
- 3.5 The contractor shall arrange cleaning of all toilets / sanitary wares with 1st grade marked phenyl and detergents.
- 3.6 The contractor shall provide at his cost one bathing soap (Dettol/Medimix/Pears) and liquid hand-wash, Naphthalene balls, paper napkins, toilet paper rolls, Big size Odonil, Liquid Mosquito Repellent, Shoe Polish/Cream & Shoe Brush, rat kill cakes to be always made available in each & every room, toilet & cup-board, and also to ensure that the supply which gets exhausted, is immediately replenished.
- 3.7 The Contractor shall ensure that cleaning material used by him is such that the same does not damage the floors, fitting etc. The cleaning material brought by the contractor shall be subject to checking by the STC staff.
- 3.8 The contractor shall maintain/upkeep all the beds in the hostel / guest rooms, and replace all the Linen relating to Bed room and bathroom i.e. bed sheets, bed covers, pillow covers, bath towels and hand towels etc. thrice a week, on Sunday, Tuesday, Thursday or a day before commencement of new training programme and/or the hostel / guest rooms which are vacated by occupant even after single day or/and night stay, whichever is earlier. The Linen i.e. Bed sheets, hand towel and bath towels, pillow covers and blankets will be supplied by the Bank. The contractor shall keep proper account of aforesaid items and arrange for their regular cleaning, washing, Ironing etc. The Contractor shall maintain high standard quality of cleaning viz. Harpic, Lizol, etc, washing & Ironing of the aforesaid item to the satisfaction of centre. The Contractor shall supply Air Freshners, Room Freshners, Brushes, Brooms, Spongers, Mops, Floor Scrubbing, Polishing Machine, Brasso Polish, glass cleaner, etc. The contractor shall be solely responsible for any short/theft of the aforesaid item. The cost of all this work shall be borne by the contractor.
- 3.9 The contractor shall arrange refilling of filtered drinking water in flasks etc. which will be provided by the Centre in the Hostel Rooms, Guest rooms, Administrative block, Training Block, faculty rooms etc. The contractor shall also provide liquid mosquito repellent (goodnight advance or all-out) in these places every day, at his cost.
- 3.10 All the machines, equipments, materials, articles, tools etc. required for House Keeping, maintenance, up keep, cleanliness, Hygiene etc. including for wet scrubbing, wet mopping, wet/dry vacuum cleaning and machine for cleaning water bodies will be provided/arrange by the contractor. All these things etc. to be of high quality and duly approved by the Centre. They must be in good working order at all times.
- 3.11 The contractor shall ensure a very high standard of house- keeping and maintenance of the entire complex at all times, with due regard to hygiene and cleanliness. The contractor shall ensure that waste material, all garbage including stale flowers/garden waste is removed from the premises daily and dispose it off in the nearest MCD garbage bin as per latest guidelines of MCD without any extra charges.
- 3.12 The contractor shall ensure opening and proper locking of all rooms in Hostels and all other blocks and the contractor shall be responsible for any breakage, pilferage of any fixture and/or

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furniture, equipment, etc. Any breakage by participants/trainees should be brought to the notice of STC immediately or on check out day, whichever is earlier, failing which contractor will bear the whole cost for the same.

- 3.13 The contractor shall be responsible for any loss due to theft/ pilferage of/ damage to the Bank's property, including any portion of the building under the contractor's occupation, or the fittings, fixtures, furniture or other equipment entrusted in his charge, or any property belonging to the trainees/ guests, when such loss/ damage is, in the Bank's opinion, caused due to negligence or carelessness or any fault on contractor's part or that of his Manager / Supervisor or any of his employees/workers/staff, he shall be liable to pay to the Bank such amount in respect of such damage as may be assessed by the Training Head or any other officer authorized in this regard.
- 3.14 The contractor shall be responsible for attending all the complaints/requirements within the purview of the contract. He will also be responsible to communicate immediately any complaint of sickness, mishap, accident etc. to the Training Head/ Chief Manager/Manager (Admn). Complaint Register/ Suggestion Register and First Aid Box to be provided by the bank will be made available at the Reception counter under the control of the receptionist.
- 3.15 The contractor shall carry out improvements as may be necessary for ensuring satisfactory service and shall take due notice of complaints made by the boarders or guests or through the faculty members or through the Training Head/Sr. Manager/Manager (Admn.). The contractor shall submit the complaint register to the Sr. Manager (Admn.) every day for further putting up to the Competent Authority.
- 3.16 In case of any accident necessitating medical aid to the residents, participants, guests etc. the first aid shall be attended by the contractor and all co-operation be rendered to the concerned resident participants, guests etc. and matter reported immediately to the Training Head/Resident Faculty/Sr. Manager/Manager (Admn) for necessary medical attention and other statutory formalities.
- 3.17 Housekeeping services as detailed are intended to be provided for the total building and complete cleanliness & maintenance of the interiors of entire premises at the location cited above including maintenance/cleanliness of furniture and fittings and linen (where needed) and disposal of waste items and garbage.
 - a) Regular Cleaning and maintenance of the floor areas (as mentioned hereunder) including rooms, cabins, wash-basins, walls, corridors, grills, railings, doors, windows, fixtures & fittings (including lights and fans), passages etc. on daily basis as well as on need based, with the use of all inputs including proper tools equipment, detergents/cleaning agents, disinfectants, Chemicals, scrubbers, naphthalene balls, repellents, sprayers, liquid soaps, buckets, baskets, brooms, etc. This includes, but not limited to Cleaning and maintenance of all rooms, cabins, corridors, balconies, doors, windows, almirahs, waste-baskets, room- furniture, fittings, fixtures, etc. daily once or more on need basis by following the appropriate SOP & Schedule. Cabins are to be cleaned before 9.00 AM every day.
 - b) Cleaning all toilets at an interval of 2 (two) hours and as & when required by using good quality cleaning items as approved by Punjab National Bank. Mirrors, sewer

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- lines, drain pipes/lines, etc. shall be cleaned regularly on daily and need based. The first round of cleaning shall be completed before 9.30 AM.
- c) Checking and Replenishing Urinal Screen, liquid soap, tissue paper etc. of approved quality in the toilets, Washrooms, washbasins etc. on daily basis.
 - d) Spraying the rooms, cabins, corridors, catering area etc. on daily/need based, with fly/mosquito repellents and thereafter with room fresheners of approved brands.
 - e) De-clogging of sewerages, clearance of grit, waste, garbage and up-keeping of the premises.
 - f) Providing tissue papers etc. daily at each wash-basin/wash room, before start of the office working, and as per requirement during the day.
 - g) Keeping the tables, chairs and other furniture spotless cleaned using approved polish and keeping the tables/chairs and other furniture in an organized manner at all the times.
 - h) Duly washed towels are to be provided in Washrooms whereas wall napkins and paper tissues are also to be provided in every toilet.
 - i) Deep scrubbing of the floor areas, which are not approachable otherwise, in non-working days i.e. on Saturdays/Sundays/Holidays.
 - j) Vacuum cleaning of all the furniture items like chairs, sofa sets etc. on weekly basis and Dry-foam shampooing cleaning at least once in 2 months or as per requirement.
 - k) Operating the pumps for providing water supply,
 - l) The rate shall remain same throughout the contract period and no extra amount, cost or charges etc. shall be paid in case bank asks to carry any work related to specialized/deep cleaning on any day within the premises given in scope of work.

4. ELECTRICAL SERVICES: Contractor to attend to all operational and maintenance issues related to electricity and electrical services at STC Panchkula-1 premises which includes periodic cleaning of tube light fittings, switches, electrical switch room, electrical cable racks/ducts/shafts, distribution boards, DG Set, LT/HT panel, Transformers, ceiling/ wall/ exhaust fans & their regulators, ventilation fans & blowers, geysers, microphones, projectors, PCs, invertors, UPS, Server Room, etc. in the whole campus including residential blocks. Replacement of defective wires, switches, MCCB/ MCB's, tubes, bulbs, light fittings, switchboards, fuses, power plugs, panel/ starter accessories, repair/ rewinding of motors and repair of ventilation fans & blowers etc. (Cost of material shall be provided by Bank). Further, unless a major and substantial work is involved, contractor will not be paid any labour charges for preparation of new electric points and new wiring etc. The decision of Bank shall be binding upon the Service Provider. (Omission of any electrical/ technical related infrastructure, if any, shall be deemed to be included in the scope of work.) Electrical services includes general upkeep and maintenance of Generator (excluding covered under AMC) along with initializing its power supply during electricity supply failure.

5. CARPENTRY SERVICE: The contractor shall deploy **one carpenter, twice a week**, for carrying out minor repair works frequently required to be carried out for furniture & fixtures in the premises, hostel rooms, class rooms and any other area within the Centre premises including residential quarters, for which materials (excluding work tools) required, if any, will be supplied by the Bank.

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6. PLUMBING SERVICE: For maintaining regular water supply and sanitary/sewage installations, plumbing and sanitary fixtures in the premises, including residential quarters, miscellaneous plumbing work for repairing/ replacement will be carried by the contractor. Material (excluding work tools) will be supplied by the Bank.

The scope of plumbing work includes:

- i. Operating the pumps for providing water supply
- ii. Operation and maintenance of all pump sets, booster pumps, submersible pumps, Sump pumps, water distribution/ drainage systems and fittings including connected piping, valves, tanks and accessories on all days including holidays.
- iii. Periodic maintenance by way of Replenishment of grease, Changing of stuffing box packing, Checking of alignment of pump, Checking of leaking connections for leakage etc.
- iv. Replacement of damaged valves or/and other accessories, fittings, etc. of pump house, water distribution system etc. for successful operation.
- v. All tanks (including water tanks, fire tank, AC tank) are to be cleaned once in 6 months without disturbing the system, resealing after disinfecting the tanks & pits to be done, wherever required and record of the same to be maintained. Ensure that the foot valves are in proper working condition. Attending Civil/Sanitary works related to water tanks and other services. Cost of labour to be borne by contractor and cost of material after Bank's consent to be borne by the Bank.
- vi. Regular inspection of all pipe lines – Water supply/Soil Waste/Drain pipes and to ensure that there is no leakage and attend repairs if any including removing and reaffixing of false ceiling, if required.
- vii. Replacement of damaged valves, fittings, etc. as per Bank's direction
- viii. Check for clean drinking water and ensure that the Water Filters are serviced timely as per schedule (AMC Charges for water filters will be borne by the Bank). Water coolers tanks are to be cleaned on monthly basis and duly verified proper record is to be maintained in this regard.
- ix. Cleaning of all sewerage/drains and rain water pipes on half yearly basis or need based, whichever is earlier. A Certificate in this regard will have to be submitted to STC-1, Panchkula.

7. WELDING AND MASONRY SERVICE : For proper maintenance of steel furniture and fixtures and other building structures in the premises, including residential quarters, miscellaneous welding and minor masonry work will be carried out by the contractor. Material (excluding work tools) will be supplied by the Bank.

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SPECIAL TERMS AND CONDITIONS RELATED TO SCOPE OF WORK

A. DEPLOYMENTS OF STAFF

- 1.No Deviation in the deployment of minimum number of 4+6 (As per Annex-I) personnel for Cleaning and Housekeeping, Gardening works and facility management services shall be acceptable. If any Tenderer proposes deviation in the Tender, such Tender shall not be considered and shall be outrightly rejected.
- 2.**Officer In-charge of Punjab National Bank may require a breakup of costing and any other relevant details from the tenderer in case he is the lowest bidder, which has to be submitted before Letter of Intent is issued.**
- 3.In order to achieve a high standard of cleaning & Housekeeping, if required, more number of personnel than the minimum number of personnel, as mentioned above, can be deployed and cost for same to be bear by contractor. However, deployment of personnel shall never be less than the minimum number of personnel to be deployed, as mentioned above.
- 4.Minimum number of personnel required to be deployed (i.e. housekeeper, electrician, plumber, gardener, etc.) have to be physically deployed on every day basis and therefore any other personnel required to be deployed for taking care of Leave Reserve & Rest givers etc. have to be additionally provided by the Contractor as per the Statutory norms or rules etc. as applicable.
- 5.Personnel should be smartly/properly dressed in neat and clean uniforms having firm's logo. The uniforms and Personal Protective Equipments (i.e. Shoes, gloves etc) would be provided by the Service Provider.
- 6.Bank's instructions to be followed by the contractor during the tender period without any extra cost.
- 7.All statutory obligations are to be strictly adhered to, as per Govt. rules. Any negligence in this regard shall make the contract liable to be cancelled with immediate effect.
- 8.**Contractor will ensure that all ESI & PF challans and other dues for the previous month have been deposited with the concerned department in time to be submitted along with the bills. Failure to do so shall be responded as no payment by the contractor to his/her employees and absolutely no payment shall be made by the bank to the contractor.**
9. The bank has right to obtain/inspect any certificate at any time.
10. Contractor shall make necessary arrangements at his own cost to prevent any damage inside/outside the building to the existing work, due to his own activities. The Contractor shall be responsible for any damage to the existing work due to his

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activities and shall make good the same at his own risk and cost. The decision of PUNJAB NATIONAL BANK in this regard shall be final and binding on the Service Provider.

11. The Contractor will provide all consumables/machinery/equipment etc. of approved quality/brand required for rendering this services at his own cost.
12. The contractor shall engage fully trained and adequately experienced workmen, who are medically fit as well as duly vaccinated as per Govt. guidelines. They should be free from all infections/ diseases. The contractor shall get his employees medically **examined once in 6 months and obtain fitness certificate**.
13. It will be contractor's responsibility to ensure that the obligations under the housekeeping, electricity, plumbing & maintenance works are duly performed and observed. The contractor shall also designate supervisor(s) by name who will personally supervise and check the working of Housekeeping & Maintenance services every day. The contractor shall forward the Daily Report Register every day to the Manager/Sr. Manager (Admn.)
14. The contractor shall provide trained and experienced receptionists whose name will be intimated to the Sr. Manager/Manager (Admn.) The receptionist shall be engaged & paid by the contractor and Bank shall not liable to make any payments directly to them.
15. The receptionist shall be responsible for attending the trainees, participants etc. and allotting them rooms as per instructions/ guidelines given from time to time by the Competent Authority. The check in and check out timing will also be maintained by the receptionist in a register which will be provided by the Bank. These records will be Bank's property.
16. Contractor will provide gardener for maintenance of trees, plants, grass etc. in the Centre premises. He will have to water, put manure pesticides, weedicides, etc. from time to time and ensure good health of all the plants. Planting of seasonal flowers, plants, trees, nursing thereof, cleaning of withered away leaves, plants and refuse thereof, keeping the garden neat, clean and tidy. Cost of seeds, manure, pesticides, weedicides etc. shall be borne by the bank.
17. The contractor has to ensure for necessary KYC compliance/verification of antecedents of the staff deployed by him.
18. The Contractor and all his employees/staff/ Workman shall at all time, during the continuance of this agreement, obey and observe all the directions and instructions which may be given by the Centre from time to time concerning any aspect of Housekeeping, Maintenance, Electricity, Plumbing & Gardening Services.
19. The contractor shall not permit the Administrative Block or the Hostel Block or any portion thereof or any other area in the complex to be used for residential purpose by him and/or any of his employee/workman/staff.
20. The Contractor shall ensure that his employees/workman/staff abide by the order of the Training Head/ Faculty members, Chief Manager or Sr. Manager(Admn.) for

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the purpose of discipline etc. Further the Staff Training Centre authorities will have the discretion to utilize the services of the contractor staff as per the requirement of the centre.

- 21.** The contractor shall appoint Manager(s)/Supervisor(s) with good manners and with Hotel Management background who should be available round-the-clock for attending to the services and complaints and requirements of participants, visitors etc.
- 22.** If the Contractor fails to disburse Minimum wages as per DC rates of State of Haryana to his/her workmen by the prescribed date as notified, a penalty of 30% of the Total monthly Manpower cost for each default month of the Contractor, will be deducted from the dues payable to the Contractor. This is without prejudice to any other option available before PNB under any of the terms and conditions of this agreement, as well as the provisions of the Contract Labour (R&A) Act, 1970.
- 23.** In case of repeated complaints of unsatisfactory performance of contract, the entire security deposit may be forfeited by the bank and in addition the contract may be terminated by the bank.
- 24.** All disputes will be subject to Panchkula District.
- 25.** The contractor shall arrange for physical verification of all articles given as and when required by the Bank.
- 26.** The employees of the contractor will abide by the orders of the Training Head, and STC Staff for the purpose of discipline. The Training Head reserves the right to deny permission to work in college premises to any of the contractor's staff and the contractor shall have to remove that staff member without any demur.
- 27.** 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.
- 28.** The contractors will have to maintain permanent records/ inventory of all materials supplied to him by the college. 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

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of the bank and the contractor. Cost of the missing or damaged items shall be recovered from the contractor

29. Penalty - For any default/ deviation of services (as determined by the Training Head or his designated official), there will be penalty of minimum ₹ 1000/- for each occasion, with suitable intimation to the contractor/ its supervisory staff. In case penalty is imposed on the contractor for more than 5 times in a calendar month OR more than 10 times in a quarter, PNB STC-1 Panchkula shall have the right to invoke its pledge on the security deposit, 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.

B. Mobilization

The Contractor shall mobilize all his resources to start the Services to be rendered under this contract within 15 days of the Award of the Contract/ Letter of Intent.

1.1 The mobilization will be accepted subject to following conditions:

i Submission of following documents:

- a. Satisfactory Proof of Deployment of adequate personnel and all other resources for execution of the services as per Scope of Work. It is the sole responsibility of the Contractor to provide all required details of the personnel including Employment Card/Appointment Letter, ID Proof, and Police verification reports well in advance to PNB failing which entry of such personnel will be restricted in Office premises of PNB.
- b. Undertaking that the Contractor has obtained all necessary permissions/clearances under all applicable acts/regulations/instruction as required to start and execute the services.
- c. Undertaking that the Contractor has followed all the statutory requirements including labour laws in hiring the personnel being deployed against this Contract.

1.2 Only when all the requirements mentioned as above are met, mobilization is deemed to be completed. If the Contractor fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operations within the period specified, PNB shall have, without prejudice to any other provisions in the contract, the right to terminate the contract, forfeit the security deposit/EMD and/or take any other action as deemed fit. Decision taken by PNB will be final and binding on the Contractor.

1.3 The effective date of commencement of this contract will be from the date of acceptance of the mobilization by PNB.

1.4 Payments will be made on monthly basis as per Tender Document. Contractor should ensure that all necessary supporting documents in respect of the amounts claimed in the invoices are submitted along with the invoice.

1.5 The Contractor must have an office in India and they should submit the details of its Headquarters and the local office in Haryana along with telephone, fax, e-mail ID etc, and the contact details of at least 2 nos, First Person Responsible (FPR), to facilitate round-the-clock contact throughout the entire duration of the contract. In case, local office is not in place, the Contractor must establish an office with a facility for contacting round-the-clock, and throughout the contract period in Haryana within 30 days from the date of placement of Letter of Intent/ Notice of Award.

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C. COMPLIANCE OF LAWS

(A) COMPLIANCE OF LAWS

1. Contractor shall be responsible for fulfilling the requirements of all statutory provisions of all labour laws, rules & regulations and notifications issued there-under from time to time whether from Central or state or local bodies, at own cost and risk, in respect of personnel employed by the Contractor and will maintain necessary records as per statutory requirements. If due to any reason whatsoever PNB is made liable for any liabilities, it shall be payable by the Contractor to PNB or, such liabilities shall be recoverable by PNB from dues payable to the Contractor and from security deposit of the Contractor with PNB.
2. The Contractor shall pay and meet all expenses, arising out of or as a consequence of, various provisions in the aforesaid Acts and statutes.
3. The Contractor shall ensure that annual statement of PF statement has been provided to the workmen. In case required a copy of the annual Statement of PF statement needs to be submitted to the PNB within the stipulated time limit as purported in the Act.
4. The Contractor shall be solely responsible as regards salary / wages and service conditions and terms extended by the Contractor to its employees/workmen and shall in that connection maintain requisite records and comply with all laws, enactments, rules, regulations and orders applicable to the Contractor and its employees/workmen in general and in particular, laws, enactments, rules, regulations and orders dealing with employment of Contract Labour, payment of wages/Compensation Contributions under the ESIC Act, 1948, Safety regulations, regulations relating to employment of female work force, security requirements and such other rules and regulations as may be applicable at hereafter.
5. The wages paid by the Contractor to its employees / workmen shall be fair, and in no case, be less than the wages prescribed under the DC rates of State of Haryana as prescribed by the State Govt. Haryana, from time to time. In case of any increase in the minimum wages during the currency of the contract, rate shall be fixed for the currency of the contract.
6. The Contractor shall be responsible for settlement of any claims/ dues, in case any of the Contractor's employee/workman dies or sustains injury or damage or loss either to his/her person, or his/her property, in accordance with the provisions of applicable laws. The Contractor shall have to take necessary and relevant insurance coverage for all its employees/workmen in this regard.
7. The Contractor shall be responsible for payment of overtime to its workmen in case the workman works more than the prescribed hours as laid down under the relevant Central / State laws and Rules made thereunder.
8. It will be obligatory on the part of the Contractor and he will ensure to disburse monthly wages of particular month to its workmen timely as well as per the relevant Act.
9. The Contractor must provide one-day rest or weekly "Off" to its workers who put in continuous six (6) days work in a week with full wages.
10. Under no circumstances, any of the employees of Contractor should be found in inebriated condition. Bank may under such situation may cancel the contract or penalize the Contractor.

(B) SAFETY AND LABOUR LAWS

1. All safety and labour laws enforced by statutory agencies as well as by PNB shall be applicable in the performance of this Contract, and the Contractor shall abide by these laws.
2. Contractor shall take all measures which are necessary and/or proper to protect the

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- personnel, work and facilities, and shall observe all reasonable safety rules and instructions.
3. Contractor shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
 4. The Contractor shall apply, within 7 days from the date of award of the contract, to appropriate Labour Authority for Labour License to provide the services and shall submit the copy of the Labour Licenses along with the first bill.
 5. The Contractor shall not engage/employ persons below the age of 18 years.
 6. It shall be the duty of the party/bidder to acquaint his staff with all safety regulations as proposed by any statutory authorities.
 7. The Contractor shall indemnify the Bank against any violation of safety laws, rules and regulations while carrying out maintenance as required by the contract.
 8. All liabilities, owing to injury/death due to negligence or miscommunication or during discharging regular work of the staff of the party/bidder, will be to the party/bidder and what so ever the work, in any case Bank will not be responsible for any liabilities of injury/death etc. It's the duty of the contractor to guide the staff regarding safety measures.
 9. Safety precautions of portable electrical appliances: Precaution in handling portable electrical appliances are more significant under monsoon conditions. Some likely situations are highlighted here for your attention and action to ensure that conditions and methods of usage conform to the safety of personnel and property.
 - *Broken sockets/ pin plug/ loose connections: These conditions cause sparks which lead to fault conditions or electrical shock situations. Wires shall not be directly inserted into the sockets as the earth lead of the equipment inserted into the phase socket may give shock to the operator.*
 - *Polarity of phase/ neutral and earth: certain appliances may give violent electrical shock during work if polarity conditions are not satisfied.*
 - *Joints in flexible cables: Usage of portable appliances is such that electrical and physical integrity of joint may be suddenly affected, leading to severe sparking and fire if combustible/ inflammable materials are present near the joint. Perhaps this may not be noticed by operator at all.*

(C) RESPONSIBILITIES OF CONTRACTOR

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

D. MINIMUM WAGE POLICY

- a. Contractor shall quote the price format, taking into consideration the minimum wages **as per Haryana State Govt. notification**, applicable as on last date of submission of bids for the workmen to be deployed. However, in case of any variation in minimum wages between last date of submission of bids and two year contract period (after award of work), the same

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shall be borne by bidder at his own cost. This aspect is to be kept in consideration by bidder while submission of bids.

- b. The Contractor shall make monthly payment in **Bank accounts (transaction be made online) of workmen deployed to execute this contract before 7th day of next particular month** and wages/ salary to workmen shall in no case be less than minimum wages taking into consideration of EPF and ESI. In case, Contractor compels workmen to return part of their salary/ wages either through cash/ online transaction, suitable action against Contractor shall be taken, as decided by Competent Authority of Bank which may include termination of contract. The same shall be binding to the Contractor.
- c. **The contractor will maintain record of Proof of payment of monthly wages and deposit of monthly EPF, ESI and GST contributions through electronic challan receipt (ECR)/Bank challan etc. and if required will provide the proof of the same to PNB along with Form-6 under ESI Act. Bidder shall ensure that contributions towards EPF & ESIC shall be deposited through separate challans for this contract which will be exclusively for workers deployed in this contract and not for any other contra.**

E. EVALUATION CRITERIA

1. The details submitted by the bidder will be evaluated in the following manner. The initial criteria prescribed in Eligibility Criteria, as mentioned above, in respect of experience of similar class of works completed, bidding capacity and financial turnover etc. will be first scrutinized and the bidder's eligibility for the work be determined.
2. Even though, any bidder may satisfy the above requirements, he would be liable to disqualification, if he has –
 - a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.
 - b) Record of poor performance such as abandoning of work, not properly completing the contract, or financial failures/weaknesses, etc.
3. The award of contract will be based on evaluation of technical and commercial bids. In case of tie, the award of contract will be based as per the criteria below:
 - Bidder having higher amount of turnover as per eligibility criteria will be considered as final.

F. ARBITRATION

- a. All disputes and differences of any kind whatsoever between the parties, arising out of or in connection with this Agreement or in the discharge of any obligation arising under this agreement (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon.
- b. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration.. The venue of arbitration shall be Panchkula, Haryana. The award to the Arbitrator shall be final and binding on both the parties. Any appeal / dispute shall also be subject to the exclusive jurisdiction of the Courts at Panchkula, Haryana.
- c. The cost of arbitration shall be borne by the parties or as provided in the arbitration decision. Notice of the demand for arbitration shall be filed in writing with the other party to this agreement.

EXCEPTED MATTERS FROM ARBITRATION

If the dispute of difference pertains to the under noted matters (called excepted matters) the decision and in writing of the Training Head shall be final, conclusive and binding on the parties.

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- a) Instructions
- b) Transactions with local authorities.
- c) Proof of quality of materials.
- d) Assigning or under letting of the contract or any part of the contract
- e) Certificate as to the causes of delay on the part of the Contractor and justifying extension of time.
- f) Rectifying of defects pointed out during the defects liability period.
- g) Notice to the Contractor to the effect that he is not proceeding with due diligence.
- h) Certificate that the Contractor has abandoned the contract.
- i) 30 days notice of the termination of the contract by the Training Head.

G. FORCE MAJEURE

Notwithstanding anything contained in this Agreement, the vendor shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Agreement is the result of an event of force majeure. For purposes of this clause, "force majeure" means an event beyond the control of the vendor and not involving the vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, war or revolution and epidemics. If a force majeure event arises, the vendor shall notify within 30 days the Bank in writing, the vendor shall continue to perform its obligation under the Agreement to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly, and shall seek all alternative means of performance not prevented by the force majeure event.

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

H. DURATION OF CONTRACT:

The contract would be initially for a period of 24 months from the date of commencement of work. It can be extended further for a period of 12 months or for such term (not beyond 12 months) as may be mutually agreed between the parties, on the same rate and same terms & conditions if the performance of contractor is found to be satisfactory by the Bank. However, if found unsatisfactory services or if found the performance of services is not up to mark the contract will be terminated as per termination clause. The decision of the Bank in this regard shall be final and binding on the contractor.

I. TERMINATION OF CONTRACT

In the following circumstances/ events the contract will be terminated by the Bank:

- i. If the Contractor being a company goes into liquidation whether voluntary or compulsory.
- ii. Being a firm, it gets dissolved.
- iii. If the official assignee in insolvency or receiver of the Contractor in insolvency, shall repudiate the contract.
- iv. If receiver of the Contractor's firm appointed by the court shall be unable to, within 14 days after notice to him requiring him to do so, to show to the reasonable satisfaction

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of the Bank that he is able to carrying out and fulfil the contract and if so required by the Training Head to give reasonable security therefore.

- v. If the performance of the contractor is not satisfactory, The Training Head STC, Panchkula-1 shall be the sole authority to decide and judge the performance/ quality of service rendered by the Contractor and his decision will be fully binding on the Contractor.
- vi. If the Service Provider:
 - a) Shall suffer execution to be issued.
 - b) Shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the Service Provider
 - c) Shall assign, charge or encumber this contract or any payment due or which become due to the Contractor hereunder.
 - d) Shall neglect or fail to observe and perform all or any of the acts, matters of things by this contract, to be observed and performed by the Contractor within three clear days after the notice shall have been given to the Contractor in manner hereinafter mentioned requiring the Contractor to observe or perform the same
 - e) Shall use improper materials or workmanship in carrying on the works
 - f) Shall in the opinion of the Training Head not exercise such due diligence and make such due progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the Training Head after three clear days' notice requiring the Contractor so to do shall have been given to the Contractor as hereinafter mentioned,
 - g) Shall abandon the contract then and in any of the said cases.
 - h) Any threat is perceived or observed on the security of Bank's data / property out of any action by the staff deployed for monitoring / configuration etc., by the Contractor.
 - i) Bank may terminate this agreement / contract at any time without assigning any reason and not by incurring any liability on part of contractor or any other person by giving 30 days' notice to the Contractor.

No provision of this RFP/bid document will be deemed waived, amended or modified unless such waiver, amendment or modification is in writing and signed by the Bank. Any such amendment or modification will be binding with or without tender of consideration. A waiver by either of the Parties of any of the covenants, conditions or agreements to be performed by the other or any breach thereof will not be construed to be a waiver of any succeeding breach or of any other covenant, condition or agreement contained in this Agreement.

The Bank may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the Bank & the obligations & liabilities of the Contractor the whole of which shall continue in force as fully as if the contract, had not been so determined and as if the works subsequently executed had been executed by or on behalf of the contract (without thereby creating any trust in favour of the Contractor).

Further, in case of unwarranted prolonged absence, the Bank or his agent :-

- i. May enter upon and take possession of the work and all plants, tools, scaffoldings, sheds, machinery, steam and other power utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property.
- ii. May employ the same by means of his own servants and workmen in carrying on and completing the works
- iii. May by engaging any other Service Providers or other persons or person to complete

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the works and the Contractor shall not in any way interrupt or do any act, matter of thing to prevent or hinder such other Service Providers or other persons or persons employed for completing and finishing or using the materials and plants for the works.

When the works shall be completed, or as soon thereafter as conveniently may be, the Training Head shall give notice in writing to the Contractor to remove his surplus materials and plants, and should the Contractor fail to do so within a period of 14 days after receipt of the notice by him, the Training Head may sell the same by public auction and shall credit to the Contractor for the amount so released.

Any expenses or losses incurred by the Centre in getting the works carried out by other Service Providers shall be adjusted against the amount payable to the Contractor by way of selling his tools and plants, or due on account of work carried out by the Contractor prior to engaging other Service Providers or against the Security Deposit.

Upon expiry / Termination of the Agreement, Contractor shall be responsible to provide a smooth transition plan including all efforts for transfer/assignment of service contracts for uninterrupted continuation of services contemplated under this Agreement.

The Bank reserves the right to recover any dues payable to the selected Contractor from any amount outstanding to the credit of the Contractor, including pending bills and/or by invoking Bank Guarantee, if any, under this contract or any other contract/order.

In case of termination due to reasons attributable to the Contractor as decided by the Bank, Bank reserves the right to allot the remaining work to another Contractor of its choice on such terms and conditions as it may deem fit. Any financial liability including costs, charges, expenses which the bank incurs on this account, shall be payable by the Contractor.

Immediately upon the date of expiry or Termination of this Agreement, Bank shall have no further obligation to pay any amount for any periods commencing on or after such date.

J. 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 (<https://www.pnbindia.in> and <https://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.

K. GOVERNMENT AND LOCAL RULES

The Contractor shall confirm to the provisions of all local Bye-laws and acts relating to the work and to the regulations etc. of the Government and local authorities and of any company with whose system the structure is proposed to be connected. The Contractor shall give all notices required by said act, rules, regulations and Bye-laws etc. and pay all fees payable to such authorities for execution of the work involved. The cost if any shall be deemed to have

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been included in his quoted rates, taking into account all liabilities for licenses etc. He shall indemnify the Bank against such liabilities and shall defend all actions arising from such claims or liabilities.

The Contractor shall indemnify and hold the Bank harmless in full against any losses, costs or claims which may arise as a result of the negligence or willful misconduct of the Contractor or its employees, agents, representative's / managers or by breach of any of the terms and conditions, declarations, representations, undertakings and warranties contained in this Agreement on its part or its employees, agents and representatives.

L. TAXES AND DUTIES

The bidders must include in their tender prices quoted for all duties, royalties, cesses, labour cess, VAT, W.C.T. Sales tax or any other taxes or local charges, as may be applicable (at present or in future). All necessary statutory deductions shall be made as per the guidelines issued by GOI/State Govt. from time to time. The certificate in respect of TDS shall be issued by the Bank as per rule. Any variation in taxes and duties and/or imposing any new taxes and duties during currency of contract or extended period shall be borne by the bidder. No claim whatsoever on this account shall be entertained.

Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall be within its right to effect such deductions from the payment due to Contractor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve Contractor from his responsibility to pay any tax that may be levied on income and profits made by Contractor in respect of this contract.

It will be the responsibility of the Contractor to provide clarifications/particulars/ documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc. at its cost.

M. SECURITY DEPOSIT

The successful bidder to whom the Contract is awarded **shall deposit as performance security deposit of Rs.200000/-**. The Performance Security Deposit will have to be made by the Contractor to the Bank **within 7 days** of acceptance of award letter, failing which the Bank at his discretion may revoke the letter of acceptance. **The Performance Security Deposit has to be in shape of fixed deposit for the duration of the contract period duly pledged in favour of Training Head STC Panchkula-1.** In case of default on the part of contractor to perform and observe any covenant, conditions and provisions herein contained, it shall be lawful for STC in its absolute discretion to forfeit the whole of the security deposit along with interest or a part thereof with prejudice to any other right or remedy that may be available to it against the Contractor under this agreement, for such breach. The Performance security deposit will be refunded only after 60 days of satisfactory fulfilment of the contract. In case the contractor abandons the contract or leaves the contract unperformed, the Performance Security Deposit shall be liable to be forfeited.

Refund of Performance Security Deposit

The security deposit will be refunded to the successful bidder, within the 60 days of satisfactory completion of the contract in all respects and fulfilment of any other obligations

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under the contract.

N. DISMISSAL OF WORKMEN OF CONTRACTOR

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

O. ASSIGNMENT

The whole of the works included in the contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or underlet the Contract or any part, share or interest therein nor, shall take a new partner without written consent of the Training Head and no subletting shall relieve the Contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

P. LABOUR RECORD

The Contractor shall maintain relevant records and fulfil all conditions and requirements in accordance with the prevalent Labour Act and Rules made there under.

Bank shall not be responsible for any violation by the Contractor on the above mentioned acts/rules. Contractor will be wholly/ solely responsible for any claim in the above referred subjects.

Q. OTHER SAFETY MEASURES

All personnel of the Contractor working within the site shall be provided with safety helmets. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

R. PRINCIPAL TO PRINCIPAL LIABILITY:

The relationship between the Bank and the Contractor shall be on Training Head to Training Head basis. Employees engaged by the Contractor shall be deemed to be the employees of Contractor only and the bank shall not be connected with the employment or the terms or conditions of engagement of such employees by the Contractor in any way. Contractor alone would comply with all statutory obligations, all statutory dues with respect to each of his personnel / employees engaged by him to render service under this agreement with respect to each applicable / extant Labour Laws/regulations/Rules, including but not limited to, the Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Employees' State Insurance Act, 1948, The Payment of Gratuity Act, 1972, The Maternity Benefit Act, 1961, The Employees' Provident Funds and Miscellaneous Provisions Act, 1952, Code on Wages Act 2019 (as and when notified) etc. No dues/contributions under any labour legislations as applicable, remain payable with respect to his personnel/employees. The Vendor shall have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to its personnel/employees under applicable labour legislations/rules/regulations.etc. in this regard. None of the provisions of the Agreement shall be deemed to constitute a partnership/joint venture between the parties hereto, and

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neither party shall have authority to bind the other except as specifically provided for hereunder. Neither party hereto is the agent of the other nor there master-servant relationship between the parties. The relationship is on Training Head to Training Head basis only.

S. SEVERABILITY:

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

T. NON-DISCLOSURE CLAUSE

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

The information includes but not limited to any personal information relating to the Trainees, Participants, Officers, Faculty and all other staff or other Contractors whose information may come into the knowledge or possession and also all other Business or Training related information that may come into the knowledge or possession of Contractor or his employees during the course of and owing to the providing of Services under this agreement. Contractor will be liable to the bank for any loss suffered due to non-compliance of the clause.

- The Contractor shall not, without prior written permission of the bank to which the confidential information belongs, directly or indirectly disclose or cause to be disclosed any confidential information to any third party.
- Contractor shall not, without the prior written consent of the Bank, make use of any document or information except for purposes of performing this agreement.
- Contractor shall take all steps as may be reasonably necessary to protect the integrity of confidential information and to ensure against any unauthorized disclosure thereof.
- That Contractor shall use the confidential information only for the purpose for which it was provided and shall not profit from the same in an unauthorized manner.

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

- Contractor shall indemnify Bank against any loss suffered by Bank due to disclosure of confidential information by employee of Contractor.
- Confidentiality of Bank's information should be maintained even after the contract expires or gets terminated.
- Confidentiality and Non-disclosure: Contractor shall not without the consent of Bank make use of any document or information coming in its way while discharging their jobs of bank except for the purpose of performance of this agreement. Contractor will keep all the data, sources and information confidential and will not disclose or release it to any other party. This clause shall remain valid even after termination or expiry of this agreement

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U. USE OF NAME/LOGO OF THE BANK

Contractor shall not use for publicity, promotion, or otherwise, any logo, name, trade name, service mark, or trademark or any simulation, abbreviation, or adaptation of the same of the Punjab National Bank or any of its affiliate, or the name of any bank's employee or agent, without bank's prior, written, express consent. The bank may withhold such consent, in case so granted by it, in its absolute discretion. Violation thereof shall constitute a material breach of the terms of this Agreement and shall entitle the bank to take appropriate actions as available to it in law and this Agreement.

V. PAYMENT TERMS:

- i. No advance payment will be paid.
- ii. Price mentioned in commercial bid will be inclusive of all applicable taxes except GST.
- iii. No escalation of price for services will be entertained later in any case and Payment will be made, as quoted by party.
- iv. The Contractor shall make payment to the staff as per DC rates of the State of Haryana every month. The Contractor shall also give effect to any statutory variation in the wages and shall not have any claim on Bank in any manner whatsoever in this regard.
- v. If required the Contractor shall submit bills on monthly basis along with self-attested copy of attendance register for staff deployed in the building, and provide undertaking that all the statutory laws, salary sheet, and proof of online payment, PF, ESI challan etc. has been deposited in time.
- vi. Income tax, work contract Tax / VAT and any other statutory deduction as applicable will be deducted at source from the Contractor's bill and will be deposited with concerned department as per rules.
- vii. The Contractor shall submit copy of service report and complaints report attended and rectified with date during billing period.
- viii. **Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to earmark set-off or adjust any amounts due to PNB under any of the clauses of this agreement for delay, failure or non-performance of any condition, undertaking, and commitment or for breach of any terms of this agreement. This clause shall override all other clauses of this document and shall also survive the termination.**

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- ix. The payment will be released on submission of the following certificate:

CERTIFICATE OF BILL

1. We are maintaining proper records w.r.t. payment of wages to all our employees and all the concerned statutory dues are being paid.
2. That we have paid the minimum wages to all the workmen employed by us as per the DC rates of the **State of Haryana**. Copy of online transaction of salary credited into Bank account of workmen and salary receipt signed by workmen enclosed.
3. We have paid / deposited all the statutory dues i.e. EPF and ESI of our employees deputed at Staff Training Centre – 1, Panchkula at Plot No. C-12, Sector 6, Panchkula, Haryana - 134109. The copy of challan for the month of _____ is enclosed herewith.
4. The GST collected from during the month of _____ has been deposited in Govt. Account on _____. The copy of GST challan is enclosed.
5. We as a contractor are following all the statutory rules and provisions as required by law and indemnify you against all the consequences arising out of this payment.

W. SPECIAL GARDENING

The contractor shall be responsible for the proper gardening of the Centre premises and precinct and upkeep of the lawns and gardens.

The contractor shall make proper landscaping and layout of garden and fix up indoor plants and ensure its proper upkeep. The contractor shall maintain open lawns/land with good quality for grass and also prepare planting space for ornamental and vegetative plants.

The contractor shall ensure that seeds, manure, fertilizer and pesticides, etc. provided by the Centre are properly utilized.

The contractor shall watch the progress of growth of the plants and trees, get weeds removed, and make remedial action in case of deterioration or distraction of plants/trees etc.

The contractor shall make proper use of garden equipment, decorative pots and other items and ensure its safe keeping and maintenance.

The contractor shall not make any profit to his account. He shall dispose of fruits, timber and other items from the garden in the manner prescribed by the Centre and give due account of them.

The contractor should provide at least one full time gardener exclusively for the upkeep and maintenance of the Centre's garden and in case of need, shall deploy additional personnel at his own cost.

The contractor shall prepare nursery for flowers, vegetable plants to be used in the centre premises and precinct.

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X. DAMAGES TO INSTALLATIONS:

- a. The contractors will ensure that the installations handed over to their charge for operation and maintenance are handled with utmost care by qualified and experienced staff. In the event of the any equipment getting damaged or becoming defective due to negligent handling by the contractor's staff, the contractor will make good the loss/ damage to such equipment.

Y. NOTE

- a. The contractor to provide excellent quality naphthalene balls, Odonil, Liquid Mosquito Repellent, toilet soap, toilet paper, paper hand towels, detergents etc. Any damage caused to the property of the Bank due to use of inferior quality shall be recovered from the contractor.
- b. In case it is observed that the cleaning material used is of inferior quality or insufficient quantity is used, the bank will reserve the right to purchase the same itself and deduct the cost thereof out of the monthly bill payable to the contractor.
- c. The contractor shall provide tea bags/coffee/sugar, powder/milk pouches/ biscuits (Britannia/Parle/Good day, etc) in the hostel rooms on daily basis and supply the same as and when demanded by the participants.
- d. 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 two 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 two times a day or more frequently if required. One cleaning attendant shall be available for this specific purpose only.
- e. **In case of any deviation, an appropriate penalty of minimum ₹1000/- per deviation will be deducted from monthly maintenance bill, after giving one verbal/ written Notice to the contractor's supervisor/concerned staff under copy to the contractor.**

Z. General Instructions

- 4.1 **Contractor under supervision of STC Panchkula staff will prepare an inventory of all the items available in the premises like: Furniture, Tables, Chairs, Beds, Folding Beds, linens, Blankets, Pillow, Pillow Covers, Electric Kettle etc. A random checking of all these items will be carried out by STC at frequent intervals. Contractor will update the record for any disposal/purchase of items carried out by STC.**
- 4.2 The Contractor shall have to clean the area as per minimum frequencies mentioned above. However, the cleaning shall have to be done more frequently, if required for proper Housekeeping and for maintaining the high standards of cleanliness on the instructions of the Officer In-Charge for which nothing extra shall be paid. Similarly, certain activities can only be done on Saturdays, Sundays or other holidays to avoid inconvenience to the users of the building. The work on Saturdays, Sundays or Holidays shall be carried out at

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no extra cost, hence relievers have to be accounted for while calculating required manpower for bidding. Contractor shall work in close co-ordination with the officials/Authorized Officer of PUNJAB NATIONAL BANK and modify working schedule, if required as per user's convenience. No claim whatsoever on this account shall be entertained.

A1. INDEMNITY CLAUSE:

1. Service Provider/Contractor shall indemnify, protect and save the Bank, its directors and employees, and hold them harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from any system failure/ anomaly / defect / shortcoming / unintended consequence in services/goods in breach of the terms of this agreement, or infringement by the Contractor/ Service provider of any patent, trademarks, copyrights etc. or breach of the terms of this agreement or such other statutory infringements in respect of all services rendered / goods provided to fulfill the scope of this Agreement.
2. Contractor/ Service Provider further undertakes to promptly notify PNB in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation and in such an event, PNB will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.
3. Service Provider/Contractor will also undertake the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of software/ hardware/ deliverables/goods within reasonable time. Service Provider/Contractor also undertake to co-operate with other service providers/vendors thereby ensuring expected performance covered under scope of work.

**Training Head,
Punjab National Bank,
Staff Training Centre-1,
Plot No.C-12, Sector 6,
Panchkula – 134109 (Haryana)**

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INSTRUCTIONS TO BIDDERS

BIDDING PROCESS (TWO STAGES)

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

- a. Technical bid
- b. Commercial 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.

TECHNICAL BID

Bidders are required to submit their technical bids in the two envelope system as detailed under:

Envelope No.1- Tender Cost and Earnest Money

(Amount of Tender Cost and EMD have to be submitted in the form of Demand Draft in favor of "PNB Staff Training Centre, Panchkula-1", payable at Panchkula, at the time of submission of bids, in Envelope -1, in a single envelope superscripted as "**Tender Cost and EMD**")

Envelope No. 2 – Technical Bid

Above two envelopes should be submitted in an envelope, which shall be super scribed "**Contract for Housekeeping & Maintenance Services at PNB Staff Training Centre, Panchkula-1 at Plot No. C-12, Sector 6, Panchkula – 134109 (Haryana)**"

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, Cost of Tender/Exemption letter/EMD will be checked and only those technical bids will be opened and evaluated whose these thing are found in order.

Only those bidders confirming compliance to all the terms & conditions of Tender document shall be short-listed for commercial stage.

COMMERCIAL BID

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

SUBMISSION OF BIDS

Bidders are required to strictly submit their bids in electronic form using the e- procurement system at <https://etender.pnbnet.in> 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://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. Bids received after closing of the bid in the e-procurement system are summarily rejected without any reason. **The commercial bid**

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should be submitted online only.

All the technical supporting documents should be submitted manually in a sealed envelope shall be super scribed as — “**Contract for Housekeeping & Maintenance Services at PNB Staff Training Centre, Panchkula-1 at Plot No. C-12, Sector 6, Panchkula – 134109 (Haryana)**”).

Cost of Tender Document of ₹3000/- + GST/Exemption letter/EMD shall also be submitted in a separate sealed envelope shall be super scribed as — Tender Cost and EMD, before the final date & time of bid submission at the following address:

MODIFICATION AND WITHDRAWAL OF BIDS

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

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

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity specified in tender documents. For withdrawal of bid after the end date of online bid submission, the bidder will have to make a request **in writing** to Tender Inviting Authority of Bank.

Withdrawal of bid may be allowed till issue of work order with the following provision:- If the request of withdrawal is received any time before opening of commercial bid, the EMD will be forfeited. The commercial bid of all technically qualified bidders including this bidder (if found technically eligible) will be opened and action will follow as under:

- If the bidder withdrawing his bid is other than L-1, the tender process shall go on.
- If the bidder withdrawing his bid is L-1, then re-tender will be done and EMD will be forfeited.

VALIDITY OF BID:

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

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

CONTENT OF DOCUMENTS TO BE SUBMITTED

- i. Cost of bid document
- ii. Earnest Money
- iii. Bidder should have all the requisite permissions, licenses, authority and otherwise be competent to carry out such activity/transactions and should have all the requisite PAN No, TIN No, GST No. as applicable.
- iv. PAN No.

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- v. ESI & EPF Registration
- vi. GST Registration No. GST No. & copy of GST Registration Certificate. Up to date returns should have been filed till last quarter and for the last 3 years to the Department of GST along with the copies of such returns submitted to the Department of GST (including Service Tax/ VAT Return before GST period certified copies by Chartered accountant).
- vii. Audited Balance sheet (if applicable) & ITR for the last 3 years along with Profit & Loss statement
- viii. Letter of submitting tender
- ix. Supporting documents as per Eligibility Criteria (a to e above)
- x. Experience cum Satisfaction Certificate from clients
- xi. Bidder Information (Annexure VII)
- xii. Acceptance of Compliance Statement (Annexure VIII)
- xiii. Power of attorney (notarised)/Board Resolution in favour of authorized person signing the Bidd documents, if applicable.
- xiv. Firm/Company's profile on the letter head bearing full address and it must contain the above details along with self-attested proof of all the KYC documents in respect of Proof of Identity of Proprietor/ Partners/ Directors/ Authorized Signatory Person & Proof of Address for Registered Office/ Manufacturing Unit/s, etc.
- xv. Certificate of incorporation/ Registration & Partnership Deed (if applicable).
- xvi. Bid Security Declaration form.
- xvii. Solvency Certificate for Rs. 5.00 Lacs (Issued on or after date of Tender)
- xviii. Duly signed Tender Document and corrigendum, if any

Note: a. All pages of the bid documents must be signed by authorized person of Service Provider.

b. Commercial bid to be submitted in e-procurement process only. No hardcopy of the same be enclosed with the supporting documents.

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.

EVALUATION AND AWARD CRITERIA

After opening of the technical bids, all the documents and annexure 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. PNB 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

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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. In case of tie, the award of contract will be based as per the criteria below:-

- Bidder having higher amount of turnover as per eligibility criteria will be considered as final.

Housekeeping & Maintenance Services
PNB Staff Training Centre-1, Panchkula

Annexure – I

PERSONS TO BE DEPLOYED - MANPOWER REQUIREMENTS

Qualification and experience of various categories of staff to be employed by the contractor for Housekeeping & Maintenance Services at PNB Staff Training Centre, Panchkula-1 at STC Panchkula shall be as follows:

S.NO	WORK TYPE	NATURE	NO.	QUALIFICATION
1	Supervisor/Manager	Full Time	1	Should have experience of handling similar nature of work as to satisfaction of the Bank.
2	Electrician	Full Time	1	Should have experience of handling similar nature of work as to satisfaction of the Bank.
3	Receptionist	Full Time	1	Should have experience of handling similar nature of work as to satisfaction of the Bank.
4	Room/Office Boy (Multipurpose)	Full Time	1	Should have experience of handling similar nature of work as to satisfaction of the Bank.
5	Chowkidaar	Night Duty	1	Should have experience of handling similar nature of work as to satisfaction of the Bank.
6	Gardener/Mali	Part Time	1	Should have experience of trimming and pruning of the plants, flower pots, seasonal flowers, knowledge about fertilizers, manures, weedicides, pesticides, etc. for maintaining garden
7	Sweeper/Cleaner	Part Time	4	Should have experience of handling similar nature of work as to satisfaction of the Bank.
8	Plumber/Carpenter etc	Need Based	1	Should have experience of handling similar nature of work as to satisfaction of the Bank.

Contractor have to arrange immediately for any leave gap arrangement without hampering the services.

Successful contractor shall employ workmen only after getting their KYC done from local Police Authorities at his own cost and prior approval by the Bank. Once workmen are deployed, same shall be removed only after prior consultation by the Bank.

Adequate manpower under each category is to be employed by the contractor on all days including Sundays and Holidays as below. **The bidder to deploy the manpower as under in each category and quote charges in commercial bid accordingly.**

In case the specified required person is not arranged within same day, penalty to the tune of ₹1000/- per day shall be levied for the period of delay. Further, if due to delay, the specified person is arranged by the Bank, all the charges for execution of said work will be borne by the contractor besides the penalty of ₹1000/ day.

Bank reserves the right to change the timings of man-power to be deputed by the successful bidder as per its requirement during the contract period. Also, Bank may ask to depute

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supervisor/Electrician/Plumber/mason/welder or any other staff on Sundays/ Holidays (as & when required) during contract period for supervising the preventive maintenance activities/ shutdown activities and other works as per need of the Bank. No additional charges shall be paid on these accounts.

PENALTY:

1. On receipt of verbal / written complaint (from STC Staff, participants/ trainees/guests) for any deficiency of services, same must be attended promptly within 1 hour, failing which, penalty of ₹1,000/- per complaint will be imposed. If the contractor fails to maintain required number of manpower, Bank is empowered to deduct as penalty at the rates indicated below from their monthly bill:
 - 1.1 **Supervisor/Receptionist/Other Staff : ₹1000/- per day/ shift/ person**
2. In case of absence of any staff, Contractor to arrange the staff for daily routine work on urgent basis. In any case daily routine work should not be hampered. Failing so a penalty of Rs. 1000/- shall be levied and deducted from monthly bill of the contractor.
3. In case, workmen on duty is found sleeping/unwanted roaming in the campus, will be fined ₹1,000 per service/ per head Amounts will be deducted from contractor's current monthly bill.
4. Non-wearing of uniforms, shoe shall attract a fine of ₹600 per service/ per head. Two sets of Uniform & Safety Shoes must be provided by contractor before deployment of staff at site.
5. If deputed staff failed to switch on/off the light in time, a suitable penalty based on wastage of power (minimum Rs. 500/-) will be imposed and will be deducted from contractor's current monthly bill.

SIGNATURE OF THE CONTRACTOR/AUTHORIZED PERSON

Housekeeping & Maintenance Services
PNB Staff Training Centre-1, Panchkula

Annexure – II

Periodicity of House Keeping & Maintenance Services
(The list is only illustrative and not exhaustive):

1.	SWEEPING & MOPPING		
	Class Rooms, Hostel rooms, Executive rooms, faculty rooms, administrative rooms, conference room, auditorium etc.	-	Once a day/as per requirement
	Lobbies & corridors	-	Thrice a day or more if required
	Staircases	-	Twice a day or more if required
	Open terraces, road/pavements, Parking Area and other open space.	-	Sweeping once a day or more as & when required
	Green/katcha area outside boundary wall upto road		Twice a week
2	Dusting & cleaning of furniture, cupboards, telephones, instruments, windows and doors, Venetian blinds, glasses, water coolers, flasks, kettles / Aqua guards etc.	-	Once a day
3	Vacuum cleaning of carpets /curtains /sofa sets	-	Once a week
4	Cleaning of toilets, sanitary fittings and wares using detergent and disinfectants etc: - in Office complex - in hostel	-	Minimum twice a day or more if required. Mopping regularly Once a day
5	Cleaning of buckets, tubs, soap trays, sitting stool, mugs etc. with detergents	-	Once a week
6	Mechanical washing and scrubbing of all floor area including that of bathrooms, toilets with detergent, dust removing chemicals and wax polishing of the floor area	-	Once a week
7	Removal of cobwebs, cleaning of ceilings and roofs	-	Once a week
8	Polishing Saraswati Statue, Door closers, Door handles and other brass fittings / pots with Brasso etc: - in Office complex - in hostels	-	Once a month Once a fortnight
9.	Polishing of taps and other steel fittings in the toilets with Silvo	-	Once a week

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10	To spray Finit in the hostel rooms, classrooms, Office complex and outer area as well. The Finit pump and any other material like spray liquid to be provided by the contractor	-	Fortnightly and on call
11	Cleaning/scrubbing of bathroom wall tiles / Sanitary with detergents.	-	Once a week
12	Cleaning of window panes/wall paneling.	-	Once a week
13	Cleaning of fans/switch boards/walls/ tube-lights/ wall hangings and air-conditioning grills etc.	-	Once a fortnight
14	Shampooing and spraying carpets laid in the hostel rooms, classrooms and office complex and other areas	-	Once a month
15	Laundry of curtains and Shampoo wash / dry cleaning of back rests of beds fixed in the hostel rooms	-	Once in three months.
16	Shampoo wash / dry cleaning of chairs / sofa sets in use within the centre.	-	Once in three months
17	Laundry of bed sheets/pillow covers/towels	-	Thrice a week and/or on change of occupancy of each hostel room, whichever is earlier
18	Opening of clogged drains/sewer lines	-	Once a month or as and when required whichever is earlier
19	Refilling of filtered drinking water in flasks in hostel rooms, faculty rooms, office, training block etc.	-	Daily in the morning and replenish the same if required.
20	Removal and disposal of waste material, garbage etc in the nearest garbage bin without any extra charges.	-	Every day
21	Cleaning of dustbins, waste material baskets etc with detergents etc.	-	Every day
22	To provide Cherry Blossom instant shoe shine to the participants of the programmes (machine to be provided by the Bank and polish to be provided by the Contractor at his cost)	-	Every day

SIGNATURE OF THE CONTRACTOR/AUTHORIZED PERSON

**HOUSEKEEPING & MAINTENANCE SERVICES
PNB STAFF TRAINING CENTRE, PANCHKULA-1**

ANNEXURE – III

UNDERTAKING

“I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of the Bank, then I/we shall be debarred for bidding in PNB in future forever. Also, if such violation comes to the notice of the Bank before date of start of work, the Bank shall be at liberty to terminate the contract/agreement, if executed, forthwith without any liability on part of bank to any person who so ever including me/us and forfeit the entire amount of Security Deposit/Performance Guarantee.”

SIGNATURE OF THE CONTRACTOR/AUTHORIZED PERSON

**HOUSEKEEPING & MAINTENANCE SERVICES
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Annexure- IV

Certified that:

1. I have paid Fair Wages to my personnel deployed in PNB locations as per the agreement.
2. The above information is true to the best of my knowledge.
3. In case, any discrepancies or irregularities is/are noticed in this undertaking, the PNB is free to inform the PF/ESIC authorities.
4. Within one month on completion/expiry of the contract, I shall fill up the prescribed Forms for withdrawal/transfer of PF/Pension Account in favour of my personnel and intimate the Training Head.
5. Within one month of completion/expiry of the contract. I shall pay all the dues/terminal benefits such as leave with wages, Bonus(if applicable) and transfer the Group Gratuity policy to the succeeding service provider, in respect of all my personnel, failing which the bank guarantee/security deposit may be withheld by PNB.

Date:

Place:

SIGNATURE OF THE CONTRACTOR/AUTHORIZED PERSON

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Annexure-V

Undertaking

I/We confirm that I/we shall comply with the minimum wage policy as depicted in tender document and abide by the terms and conditions for implementing the said policy in letter and spirit.

Date:_____

Place:_____

Signature & seal of the Contractor

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ANNEXURE VI

PRE QUALIFICATION FOR BIDDERS

Please enclose documentary proof for all the criteria. In absence of these, the bids will not be considered for further evaluation. No further correspondence will be entertained in this case. Further, those bidders who have been black-listed by the Bank shall NOT be eligible for participating in this tender.

Sl.	Minimum Qualification Criteria	Compliance (Yes/No)	Remarks
1	Average Annual Financial Turnover of the bidder for the past 3 years ended 31.03.2022 must be at least Rs15.00 lakh (Balance sheet and Profit & Loss a/c for past 3 FYs ended 31.03.2022). In case, the company/bidder does not have the audited Balance Sheet for period ending March 2022, provisional balance sheet certified by their Statutory Auditors will be acceptable.		
2	Should have experience of successfully completed similar works during last 3 years ending 31-03-2022 with cost of single work/contract should not be less than 15.00 lacs per year.		
3	Bidder must possess EPF, ESI and Service Tax Registration Number issued by respective EPF/ESI/Service Tax offices located in Haryana. GST/PAN No. is also mandatory.		
4	Should not have incurred any loss in more than two years during the last three years ending 31st March 2022. (Balance sheet & Profit & Loss statement of last 3 years).		
5	Should have a solvency certificate of ₹ 5.00 Lakh. (The date of issuance of Solvency Certificate should be on or after the date of this tender notice.)		
6	The bidder should not have been blacklisted in the recent past i.e. 5 years by any institution. (Undertaking to be enclosed on letterhead)		

Signature & Seal of the Bidder

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Annexure VII

Bidders Information

Name: _____

Constitution: _____

Address: _____

Names & Addresses of the Partners if applicable:

Contact Person(s) _____

Telephone, Fax, e-mail _____

Number of years of experience _____

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	2019-2020	2020-2021	2021-2022
Total Turnover			
Profit			

Signature:

Seal of company/Firm

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PNB STAFF TRAINING CENTRE, PANCHKULA-1

Annexure VIII

COMPLIANCE STATEMENT

DECLARATION:

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

Compliance	Description	Compliance (Yes/No)
Terms and Conditions	We hereby undertake and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this Tender Document. (Any deviation may result in disqualification of bids).	

Signature:

Seal of company/Firm:

**HOUSEKEEPING & MAINTENANCE SERVICES
PNB STAFF TRAINING CENTRE, PANCHKULA-1**

Annexure IX

ARTICLES OF AGREEMENT

AGREEMENT

This agreement/contract is made at Panchkula 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 corporate office at Plot 4, Sector 10, Dwarka New Delhi and its Staff Training Centre at PNB Staff Training Centre-1, Panchkula at Plot No.C-12, Sector 6, Panchkula – 134109 (Haryana) (Hereinafter referred to as —The Bank ") of the one part

& (Herein after called "the Contractor/Service Provider") of the other part.

The Bank and contractor are hereinafter collectively referred to as the "Parties" and individually as a "Party".

Whereas the Bank has floated tender documents inviting tenders from eligible firms/agencies/companies for the job of Housekeeping & Maintenance Services at its Staff Training Centre at PNB Staff Training Centre-1, Panchkula : at Plot No.C-12, Sector 6, Panchkula – 134109 (Haryana).

Whereas the contractor has emerged and declared by the Bank as successful bidder.

WHEREAS the Bank is desirous of executing work of Housekeeping & Maintenance Services at its Staff Training Centre at PNB Staff Training Centre-1, Panchkula : at Plot No.C-12, Sector 6, Panchkula – 134109 (Haryana) and has by letter of acceptance dated.....accepted a tender by the Contractor for Housekeeping & Maintenance Services.

After discussion, the Bank and the bidder agree to enter into this agreement on the terms and condition set out hereunder:

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the said conditions of contract hereinafter referred to :
2. The following documents, terms and conditions contained therein shall form and construe as integral part and parcel of this agreement and be read as part and parcel of this agreement, viz.
 - a. Original tender document & documents submitted along with bid;
 - b. Any corrigendum/addendum (if published)
 - c. Relevant correspondence all letter/ correspondence forming parts of contract and referred to in acceptance letter.
 - d. Acceptance letter
 - e. Bill of Quantities (BOQ).
 - f. Other additional documents as required.
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities of discrepancies the latest documents issued₅₃

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by the Bank shall prevail over the earlier documents.

4. In consideration of payment to be made by the Bank to the contractor as hereinafter mentioned, the contractor hereby covenants with the Bank to perform execute, complete and maintain the work in due respects and in conformity with the provision of the contract and tender documents.
5. The Bank hereby covenants to pay the Contractor in consideration of the execution, completion 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.
6. All disputes or differences whatsoever arising between the parties shall be settled amicably. If parties are not able to solve amicably, the same shall be settled by arbitration in accordance with Arbitration and Conciliation Act 1996. Venue of arbitration shall be at Panchkula.
7. All the terms and conditions contained in the RFP and tender documents are binding upon the parties herein with regard to this agreement.

SIGNED AND SEALED AND DELIVERED BY THE

Said

Said

(Name)

(Name)

For on behalf of the Contractor

For on behalf of the Bank

In the presence of

In the presence of

Name:

Name

Address:

Address:

**HOUSEKEEPING & MAINTENANCE SERVICES
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Annexure X

LETTER SUBMITTING TENDER

The Chief Manager,
Punjab National Bank,
Staff Training Centre-1,
Plot No.C-12, Sector 6,
Panchkula – 134109 (Haryana)

Dear Sir,

Reg: Housekeeping & Maintenance Services at its Staff Training Centre at PNB Staff Training Centre-1, Panchkula : at Plot No.C-12, Sector 6, Panchkula – 134109 (Haryana)

1. Having visited the site and examined the conditions of contract, special conditions of contract, general specifications and detailed specifications, schedules of the work to be carried out, we offer to complete and maintain the whole of the said works in conformity with the said conditions of contract, specifications, schedules and bill of quantities for the sum stated in bill of quantities of this Tender Document or such other sum as may be ascertained in accordance with the said conditions of contract hereby offer to take up the subject work.
2. We confirm that the period and rates as referred in the agreement or general conditions of contract are given or summarized in the appendix hereto, to which we give our consent and agree to abide by the same.
3. We understand that if our tender is accepted, we are to be jointly and severally responsible for the due performance of the contract within time.
4. 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.
5. In the event of my/our tender being accepted, I/we agree to enter into and execute the necessary contract agreement requirement by you.
6. I/we agree to carry out the work with due diligence and in time bound manner.
7. As required by you, I/we are submitting herewith the tender documents duly filled in and signed by us at each page in token of our acceptance of the provision in the documents.

Dated this day of _____ 2022.

Signature _____ in the capacity of _____ duly
authorized to sign tender

for and on behalf of _____ (IN CAPITALS)

Tender submitted on _____ before _____ A.M./P.M.

HOUSEKEEPING & MAINTENANCE SERVICES
PNB STAFF TRAINING CENTRE, PANCHKULA-1

Annexure XI

BID SECURING DECLARATION FORM

**The Chief Manager,
Punjab National Bank,
Staff Training Centre-1,
Plot No.C-12, Sector 6,
Panchkula – 134109 (Haryana)**

Dear Sir,

Reg: Housekeeping & Maintenance Services at its Staff Training Centre at PNB Staff Training Centre-1, Plot No.C-12, Sector 6, Panchkula – 134109 (Haryana)

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 of opening of commercial bid if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
 - i. fail or reuse to execute the contract, if required, or
 - ii. fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidder

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

- i. the receipt of your notification of the name of the successful Bidder; or
- ii. thirty days after the expiration of the validity of my/our Bid.

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

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

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

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

Dated on _____ day of _____ (insert date of signing)

(Corporate Seal where appropriate)

HOUSEKEEPING & MAINTENANCE SERVICES
PNB STAFF TRAINING CENTRE, PANCHKULA-1

PART - B

COMMERCIAL BID

S. N O	PARTICULARS	MONTHS (A)	MONTHLY RATE (B)	AMOUNT PER ANNUM (C = A X B)
1	Contract amount of Housekeeping & Maintenance Services at its Staff Training Centre at PNB Staff Training Centre, Panchkula-1 at Plot No.C-12, Sector 6, Panchkula – 134109 (Haryana) as per Terms and Conditions mentioned in Tender Document	12	Rs. _____/- + GST To be submitted online only	Rs. _____/- + GST To be Submitted online only