

**Application for Tender for SITC of Flex and Vinyl on existing Glow Sign Boards at  
Banks Premises on Pan India/ Regional Basis for the Region:**

| <b><u>S. No.</u></b> | <b><u>Regions with Command Areas</u></b>   | <b><u>Write the areas where<br/>applicant want to apply</u></b> |
|----------------------|--|---|
| 1.                   | <b><u>North Region covering:</u></b> Delhi (NCT),<br>Haryana, Punjab, Uttar Pradesh, Himachal<br>Pradesh, J&K, Ladakh, Chandigarh,<br>Uttarakhand  | .....   |
| 2.                   | <b><u>South Region covering:</u></b> Andhra Pradesh,<br>Telangana, Tamil Nadu, Kerela, Karnataka   | .....   |
| 3.                   | <b><u>East Region covering:</u></b><br>Assam, Arunachal Pradesh, Manipur,<br>Meghalaya, Mizoram, Nagaland, Sikkim,<br>Tripura, West Bengal, Bihar, Jharkhand,<br>Odisha, Andaman & Nicobar Islands | .....   |
| 4.                   | <b><u>West Region covering:</u></b> Gujarat, Rajasthan,<br>Maharashtra, Goa, Daman & Diu   | .....   |
| 5.                   | <b><u>Central Region covering:</u></b><br>Madhya Pradesh, Chhattisgarh   | .....   |

**TENDER FOR SUPPLYING, INSTALLATION, TESTING AND COMMISSIONING OF  
FLEX AND VINYL ON EXISTING GLOW SIGN BOARDS AT UNITED BANKS OF  
INDIA (UBI) & ORIENTAL BANK OF COMMERCE (OBC) PREMISES ON PAN INDIA/  
REGIONAL BASIS IN VIEW OF AMALGAMATION OF PUNJAB NATIONAL BANK  
(PNB), ORIENTAL BANK OF COMMERCE & UNITED BANKS OF INDIA**

**Punjab National Bank (PNB) invites Online Tender from experienced Agencies/  
Vendors of Glow Sign Boards of different sizes at various Premises across  
different locations in India.**

**PUNJAB NATIONAL BANK**  
General Services Administration Division  
E-Wing, 1<sup>st</sup> Floor  
Head Office: Plot No - 4, Sector - 10,  
Dwarka, New Delhi-110075  
Ph: 011 28044401/ 02, 28075391  
Email: [maintenance@pnb.co.in](mailto:maintenance@pnb.co.in) / [renovationpnb@gmail.com](mailto:renovationpnb@gmail.com)

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**PUNJAB NATIONAL BANK**  
(A Govt. of India Enterprise)

**NOTICE INVITING TENDER**

Online Tender is invited on item rate basis on behalf of Punjab National Bank (Ph: 011-28044401/02, 28075391, Email Id: [maintenance@pnb.co.in](mailto:maintenance@pnb.co.in), [soumya@pnb.co.in](mailto:soumya@pnb.co.in), [ashish.kumar7@pnb.co.in](mailto:ashish.kumar7@pnb.co.in), [abhay.shanker@pnb.co.in](mailto:abhay.shanker@pnb.co.in), [renovationpnb@gmail.com](mailto:renovationpnb@gmail.com)) from experienced OEMs/ Authorized Distributors/ Converters / Agencies/ Vendors of Sign Boards for SITC of Flex and Vinyl on existing Glow Sign Boards at various Banks Premises across different locations in India on Pan India/ Regional basis.

Estimated Cost of the work: ₹ 4.93 Cr; Tender Fee; ₹ 11,800/- (including GST), EMD: ₹ 1,00,000/-. Commencement of Tender download is from 08.02.2020, 1000 hrs. Last date for downloading tender documents, bid preparation and hash submission is 24.02.2020 till 1500 hrs. Last date for re-encryption and bid submission is 25.02.2020 till 1400 hrs.

The tender documents for the above works can be downloaded from our website **[www.pnbindia.in/](http://www.pnbindia.in/)** and **<https://etender.pnbnet.in>**. Any corrigendum/ clarification in respect of above said work shall be released only on the above said website, which may be visited regularly.

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

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

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

Bidders may submit their queries regarding any technical clarification up to 14:00Hrs before 14.02.2020 through e-mail: **[maintenance@pnb.co.in](mailto:maintenance@pnb.co.in)**; **[soumya@pnb.co.in](mailto:soumya@pnb.co.in)**; **[ashish.kumar7@pnb.co.in](mailto:ashish.kumar7@pnb.co.in)**; **[abhay.shanker@pnb.co.in](mailto:abhay.shanker@pnb.co.in)**

Standardized documents may be downloaded from the "Corrigendum / Addendums" section of the above mentioned portal up to 15:00 Hrs on 24.02.2020 after clarification on queries.

No deviation on the above will be entertained by the bank there after.

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

**Submission of Tender**

Bidders are required to submit their bids in the three envelope system as detailed under.

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

Envelope No.1 shall contain Tender Cost of ₹ 11800/- (INR Eleven Thousand Eight Hundred only), in the form of **Demand Draft** which shall be non refundable & Earnest Money Deposit in the form of Crossed **Demand Draft of ₹ 1,00,000/- (INR One Lac only)** in favour of Punjab National Bank payable at New Delhi which will be refunded to unsuccessful bidders on completion of tender process. This envelope shall be super scribed “**Earnest Money Deposit and Tender Cost for SITC of Flex and Vinyl on existing Glow Sign Boards at Banks Premises on Pan India/ Regional Basis**”.

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

Envelope No. 2 shall contain technical bid (one set of duly signed tender document except commercial bid). Each page and correction duly signed by Bidders including tender form duly filled in with complete details and descriptions. Bidder shall submit supporting documents in support of eligibility criteria as mentioned in tender documents. This envelope shall be super scribed “**Envelope No. 2 - SITC of Flex and Vinyl on existing Glow Sign Boards at Banks Premises on Pan India/ Regional Basis**”

Both Envelope No. 1 and Envelope No. 2 shall be contained in Envelope No. 3 super scribed “**Envelope No. 3 – Tender For SITC of Flex and Vinyl on existing Glow Sign Boards at Banks Premises on Pan India/ Regional Basis**”

The contractor should also submit self-attested copies of following documents in the Technical Bid:

- PAN No.
- ESI & EPF Registration
- GST Registration No.
- Audited Balance sheet & ITR for the preceding last 3 financial years (2016-17, 2017-18 & 2018-19) along with Profit & Loss statement
- Letter of submitting tender (Page 14)
- Supporting documents as per Eligibility Criteria
- Performance/ Completion Certificate from clients
- Application Form (Annexure I)
- Acceptance of Compliance Statement (Annexure VIII)
- Power of attorney/ board resolution in favour of authorized person signing the Bid documents, if applicable.
- CA Certified Similar works executed in last 7 Years along with cost & other details
- 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 documents
- Certificate of Incorporation & Partnership Deed, if applicable
- KYC Documents

### **Commercial Bid**

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

The price bid of technically eligible bidder who meets the eligibility criteria stipulated in Tender documents will be opened online in the presence of participated or representatives of participated bidders. Date for opening of commercial bids will be intimated later. All disputes arising out of or in connection with this agreement shall

deem to have arisen in Delhi and only the courts of Delhi shall have the jurisdiction to determine the same.

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

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

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

Sealed tenders as above will be received by the office of Chief Manager (GSAD), Punjab National Bank Head Office Building, Plot No – 4, Sector -10, Dwarka, New Delhi-110075 up to **1400** hours on 25.02.2020 and Envelope no.1 (Tender Cost & EMD) and technical bid (Envelope No.2) will be opened on 25.02.2020 at 1500 Hrs.

Tenders received late on account of any reason whatsoever and telegraphic tenders will not be entertained.

The tender not accompanied by the Earnest Money & Tender Cost deposited by Demand Draft are liable to be rejected as NON-RESPONSIVE.

The Tender shall be valid for a period of not less than 90 days after the date of opening of Commercial Bid (online).

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

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.

It shall be mandatory to sign the integrity pact by the bidder failing which bidder will stand disqualified for tendering process and their bid shall be rejected summarily.

Interested Bidders are requested to send the email to [maintenance@pnb.co.in](mailto:maintenance@pnb.co.in), [soumya@pnb.co.in](mailto:soumya@pnb.co.in), [ashish.kumar7@pnb.co.in](mailto:ashish.kumar7@pnb.co.in), [abhay.shanker@pnb.co.in](mailto:abhay.shanker@pnb.co.in) containing following information, so that in case of any clarification same may be issued to them.

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

Yours faithfully,

FOR & ON BEHALF OF PUNJAB NATIONAL BANK

**Chief Manager**

### IMPORTANT BID DETAILS

| S.No. | Particulars                                      | Details  |
|-------|--|--|
| 1     | TENDER REFERENCE                                 | PNB/GSAD/DWARKA/Glow Sign Board/AS/2019-20   |
| 2     | Name of work                                     | Tender for SITC of Flex and Vinyl on existing Glow Sign Boards at Banks Premises on Pan India/ Regional Basis  |
| 3     | Nature of Work                                   | Removal of Flex and Vinyl from existing glow sign Board & supplying and fixing of new Flex and Vinyl of approved make and colour on glow sign board at Banks Premises on Pan India/ Regional Basis                                 |
| 4     | Cost of Tender Document                          | <b>₹ 11,800/- (INR Eleven Thousand Eight Hundred Only) (inclusive of GST)</b> (non refundable) in the form of Demand Draft favour of Punjab National Bank payable at New Delhi   |
| 5     | Earnest Money Deposit (EMD) Amount               | <b>₹ 1,00,000/- (INR One Lac only)</b> in the form of Demand Draft in favour of Punjab National Bank payable at New Delhi. In case of unsuccessful bidder, EMD will be returned after completion of bid process (without interest) |
| 6.    | Date of commencement of Tender download          | 08.02.2020 from 1000 Hrs   |
| 7.    | Last date and time of acceptance of queries      | 14.02.2020 up to 1200 hrs  |
| 8.    | Date & Time for Pre-Bid Meeting                  | 15.02.2020 up at 1130 hrs  |
| 9.    | Last date and time downloading tender            | 24.02.2020 up to 1500 hrs.   |
| 10.   | Bid preparation and Hash Submission              | 24.02.2020 Till 1500 hrs   |
| 11.   | Date & Time of closing of Tender download        | 24.02.2020 from 1500 Hrs to 1600 Hrs   |
| 12.   | Last Date for Bid Re-Encryption & Bid Submission | 25.02.2020 Till 1400 hrs   |
| 13.   | EMD & Technical Bid opening.                     | 25.02.2020 from 1500 hrs   |
| 14.   | Initial Security Deposit                         | 2% of the value of the accepted tender (Including EMD), subject to a ceiling of Rs.5.00 lacs.  |



|     |   |  |
|-----|---|--|
| 15. | Retention Amount                                      | 8%of the accepted tender amount subject to maximum as given in Clause No.14 of GCC   |
| 16. | Refund of Retention amount                            | Retention amount will be refunded to the Contractor within 14 days after end of the defect liability period (Clause No.14 of GCC)  |
| 17. | Distribution of work amongst L-1, L-2 and L-3 bidders | <p>PNB shall be at liberty to allot the work to L-1, L2 &amp; L-3 bidders at approved L-1 rates in the proportion of 50:30:20 (i.e. L-1 bidder will be allotted 50%, L-2 will be given 30% and L-3 will be awarded 20% of the total work in the Circles of PNB)</p> <p>In case, on written demand by the Bank, the L-2 or L-3 bidder (or both) do not submit their written concurrence regarding their willingness to execute the work at L-1 bidder's approved rates by the stipulated date, the Bank may consider inviting next lowest bidders i.e. L-4, L-5, L-6 and so on for the purpose within its sole discretion and not further claim/correspondence shall be entertained in this regard.</p> <p>Also, in the event of next lowest vendors not ready to match L-1 price, leaving only two bidder, the BANK will distribute the work in equal proportion or the entire work can also be allotted to only L-1 bidder.</p> |
| 18. | Estimated Cost of Work                                | <b>₹ 4.93 Cr (Inclusive of GST)</b>  |
| 19. | Acceptance of work                                    | 7 days from date of award of work  |
| 20. | Date of start of work                                 | Date of start of work shall be reckoned from the date of acceptance of award letter or 7 <sup>th</sup> day of issue of award letter.   |
| 21. | Place of opening of Bids                              | <p>Punjab National Bank,<br/>General Services Administration Division<br/>Punjab National Bank Head Office Building,<br/>1<sup>st</sup> Floor, East Wing,<br/>Plot No – 4, Sector -10,<br/>Dwarka, New Delhi-110075</p>  |
| 22. | Contact Details                                       | <p>Chief Manager ,<br/>Punjab National Bank Head Office Building,<br/>1<sup>st</sup> Floor, East Wing,<br/>Plot No – 4, Sector -10,<br/>Dwarka, New Delhi-110075<br/>Ph: 011- 28044402, 28075374/ 91 (EXT:- 5374/91)<br/>Email: <a href="mailto:maintenance@pnb.co.in">maintenance@pnb.co.in</a>, <a href="mailto:soumya@pnb.co.in">soumya@pnb.co.in</a>,<br/><a href="mailto:ashish.kumar7@pnb.co.in">ashish.kumar7@pnb.co.in</a>, <a href="mailto:abhay.shanker@pnb.co.in">abhay.shanker@pnb.co.in</a></p>   |



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

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

## LETTER OF SUBMISSION FOR TENDER

The Chief Manager (GSAD)  
Punjab National Bank Head Office Building,  
1<sup>st</sup> Floor, East Wing,  
Plot No – 4, Sector -10,  
Dwarka, New Delhi - 110075.

Dear Sir,

With reference to the tender invited by you for **Tender for SITC of Flex and Vinyl on existing Glow Sign Boards at Banks Premises on Pan India/ Regional Basis**. I/ We do hereby offer to execute the work under contract at the respective rates mentioned in the schedule of quantities. I/ We have seen the site understood the general conditions. I/ We agree to execute the work as per specifications general conditions of contract, special conditions, additional conditions, schedule of quantities etc.

I/ We have deposited earnest money ₹ 1,00,000/- (INR One Lac only) by Demand Draft which amount is not to bear any interest. I/ We do hereby agree that this sum shall be forfeited by you in the event our tender is accepted and I/ We fail to execute the contract when called upon to do so.

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

Yours faithfully,

(CONTRACTORS)

1. Name of partner of the firm
2. Name of our Banker

Tenders submitted on \_\_\_\_\_ before \_\_\_\_\_ P.M.

## **INFORMATION & INSTRUCTIONS TO APPLICANTS**

### **1. Brief Particulars of Tender:**

- 1.1 Punjab National Bank (PNB), with more than 124 years of successful existence, is a renowned brand in the Indian Banking Industry. Today, PNB has one of the largest network of more than 7000 branches and around 9000 ATMs spread across the length and breadth in India. These networks are catering to around 11 crore valuable customers of the Bank.

Further, Oriental Bank of Commerce (OBC), with more than 75 years of successful existence, is also a renowned brand in the Indian Banking Industry. Today, OBC has a large network of more than 2300 branches and around 2600 ATMs spread across the country.

Furthermore, United Bank of India (UBI) with more than 68 years of successful existence is also a renowned brand in the Indian Banking Industry. Today, UBI has a large network of more than 2000 branches all over India.

Finance Minister of India has recently announced amalgamation of Oriental Bank of commerce & United Bank of India into Punjab National Bank. The new amalgamated bank will be the second largest PSB in the country with ₹ 18 Lakh crore business and second largest branch network in India.

- 1.2 Accordingly, PNB invites Tender for on item-rate basis from eligible & experienced OEMs/ Authorized Distributors/ Converters/ Agencies/ Vendors for SITC of Flex and Vinyl on existing Glow Sign Boards at Banks Premises on Pan India/ Regional Basis for Branches/ Offices/ ATMs, etc. of OBC & UBI located Pan-India, with approved quality of flex & vinyl material fixed to existing GI Box, etc. complete as per detailed drawing, specifications and approved Artwork. The scope of work may be increased on future requirements of the Bank to cater the Branches/ Offices/ ATMs in India. (Necessary information shall be made available to the successful bidders at appropriate time. Sample/ prototype to be got approved by the Bank before proceeding with the work.)
- 1.3 The proposed work has to be completed in all respect on Fast Track. The work has to be completed by 01.04.2020.
- 1.4 Tender is open to all OEMs (of Flex & Vinyl) and their authorized Vendors/ Distributors/ Converters/ Agencies of having OEMs' authorization for this Tender, sound financial background and specialization in carrying out similar works and necessary presence specified in this Tender and hence after-sale service/ support facility.
- 1.5 All drawings/ artwork for the proposed Glow Sign Board shall be made available by the Bank or their authorized design consultant. However, it shall be sole responsibility of the OEM/ their authorized Vendor/ Converter to conduct necessary site survey at respective Branches/Offices/ATMs at their own cost to assess the following in consultation with the Bank Official/ functionaries prior to supply of material to the site:

- a. Site conditions.
- b. Proposed Location and height of Signage in the Branches/Offices/ATMs.
- c. Supporting infrastructure required to install the Signage at any height.
- d. Size of Signage etc.
- e. Type of the signage i.e. Back-lit.

## **2.0 Submission of Application:**

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

- Technical bid
- Commercial bid

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**

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

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

### **COMMERCIAL BID**

In the second stage, the COMMERCIAL BID of only those bidders, whose technical bids are short listed, will be opened. **Commercial bid shall be submitted online only. No physical copy of commercial bid (price bid) shall be submitted by bidder along with tender documents.**

### **SUBMISSION OF BIDS**

Bidders are required to strictly submit their bids in electronic form using the e-procurement system at <https://etender.pnbnet.in> the Bank by using their digital certificates of class II and above (both encryption and signing). All the interested bidders should register themselves in the e-procurement system <https://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](http://www.pnbindia.in) & <https://etender.pnbnet.in>. Bids received after closing of the bid in the e-procurement system are summarily rejected without any reason. The commercial bid should be submitted online only.

Cost of Tender Document along with EMD shall also be submitted in a sealed envelope shall be super scribed as **"Envelope No. 1- Earnest Money Deposit and Tender Cost for SITC of Flex and Vinyl on existing Glow Sign Boards at Banks Premises on Pan India/ Regional Basis"**.

All the technical supporting documents should be submitted manually in a sealed envelope shall be super scribed as **“Envelope No. 2 - Technical bid for SITC of Flex and Vinyl on existing Glow Sign Boards at Banks Premises on Pan India/ Regional Basis”**.

Both Envelope No. 1 and Envelope No. 2 shall be contained in Envelope No. 3 super scribed **“Envelope No. 3 - Tender for SITC of Flex and Vinyl on existing Glow Sign Boards at Banks Premises on Pan India/ Regional Basis”**

Application for Tender must be submitted complete in all respect in sealed envelopes which must be either delivered by hand or by registered post, so as to reach not later than designated date & time and be clearly marked **“Tender for SITC of Flex and Vinyl on existing Glow Sign Boards at Banks Premises on Pan India/ Regional Basis”**, to the address as below:

**The Chief Manager,  
Head Office: GSAD,  
Punjab National Bank,  
E-Wing, 1<sup>st</sup> Floor,  
Plot No – 4, Sector -10,  
Dwarka, New Delhi - 110075**

**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.

#### **MODIFICATION AND WITHDRAWAL OF BID BY THE TENDERER**

1. 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>**.

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

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

3.1 If the request of withdrawal is received before informing the date for opening of price bid, the EMD submitted by bidder will be forfeited and bidder will be debarred for 6 months from participating in tenders in PNB. The price bid of remaining technically qualified bidders will be opened and the tender process shall go on.

3.2 If the request of withdrawal is received after informing the date for opening of price bid, the EMD submitted by bidder will be forfeited and bidder will be debarred for 1 year from participating in tenders in PNB. The price bid of all technically qualified bidders

including this bidder (if he found technically eligible) will be opened and action will follow as under:

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

4. The name and mailing address along with contact number of the Applicant should be clearly marked on the envelope.

5. Failure to provide information in the stipulated format enclosed or to provide timely clarification or substantiation of the information supplied (considered essential to evaluate the Applicant's qualification) shall result in disqualification of the Applicant.

### **3.0 Eligibility Criteria:**

**3.1** The OEM and their authorized Agencies/ Distributor/ Converters/ Vendors in India, who are fulfilling prescribed "Eligibility Criteria", may choose to participate in the Tender.

**3.2** The Vendor should either be Original Manufacturers (OEM) of Flex & Vinyl and/ or their authorized Agency/Distributor/Converter for the specified products (i.e. Signage using Flex & Vinyl) in India and should preferably have an authorized office as well as distribution network on PAN India/ Regional basis covering State Capital and other major Centers.

**3.3** The authorized Distributor/ Converter/ Agency/ Vendor participating for Tender should submit, along with their application, Project/ Tender Specific Authorization Letter from the Original Manufacturer (of Flex & Vinyl) to the effect that in case authorized Agency/ Distributor is not able to perform contractual obligations as per contract during contract period, the Original Manufacturer shall own full responsibility to comply all contractual obligations relating to the captioned work.

**3.4** The OEM/authorized agency/distributor/Converter should be in the business of Manufacturing, supplying, installing and maintaining of Flex and Vinyl Signage Systems in India for last 7 years (minimum). Copy of certificate by Company Secretary/ Competent Authority should be attached.

**3.5** The Bank will be installing Flex and Vinyl on existing Glow Sign Boards across the length and breadth of the country. Thus, OEM/ authorized Agency/ Distributor/ Converter should preferably have their Authorized support centers in all State Capital, Union Territories and all Major Cities in India. A list of such authorized Service Agencies to be furnished along with detailed postal address and Name & contact numbers of the authorized person.

**3.6** The applicant should be a well-established and reputed establishment (for a minimum period of 7 years) engaged in the Signage Solutions for Banks, Financial Institutions, MNCs, Government Organizations / undertakings/ reputed Private Ltd. companies, etc. Joint ventures, Consortium and Special Purpose Vehicles shall not be eligible and Tender submitted by Joint Ventures, Consortium and Special Purpose Vehicles shall be summarily rejected.



3.7 The applicant should have satisfactorily completed “**similar**” works (i.e. **SITC of glow sign board using reputed brand of Flex & Vinyl**) during the last 7 years ending 31.12.2019. This should be certified by an Officer not below the rank of Superintending Engineer / Chief Project Manager or equivalent of the Organization for whom the work has been done:

| <u>Regions</u>  | <u>Similar Work Value Criteria</u>  | <u>Avg. Annual Turnover for FY 2016-17 – 2017-18 &amp; 2018-19</u> |
|-----------------|---|--|
| North Region    | One similar work costing not less than ₹ 125 Lacs <b>OR</b> Two similar works each costing not less than ₹ 78 Lacs <b>OR</b> Three similar works each costing not less than ₹62 Lacs. | ₹ 47 Lakhs   |
| South Regions   | One similar work costing not less than ₹ 30 Lacs <b>OR</b> Two similar works each costing not less than ₹ 19 Lacs <b>OR</b> Three similar works each costing not less than ₹15 Lacs.  | ₹ 11 Lakhs   |
| East Regions    | One similar work costing not less than ₹ 151 Lacs <b>OR</b> Two similar works each costing not less than ₹ 95 Lacs <b>OR</b> Three similar works each costing not less than ₹76 Lacs. | ₹ 57 Lakhs   |
| West Regions    | One similar work costing not less than ₹ 46 Lacs <b>OR</b> Two similar works each costing not less than ₹ 29 Lacs <b>OR</b> Three similar works each costing not less than ₹23 Lacs.  | ₹ 17 Lakhs   |
| Central Regions | One similar work costing not less than ₹ 17 Lacs <b>OR</b> Two similar works each costing not less than ₹ 10 Lacs <b>OR</b> Three similar works each costing not less than ₹8.4 Lacs. | ₹ 6.3 Lakhs  |

Note: If bidder/s wish to apply for more than one no. of region, the similar work cost and annual financial turnover criteria for such application/s will be the cumulative amount/s of respect similar works & annual turn-over/s of the region for which the bidder is applying for. For Example,

If the applicant is applying for Two Region (North + Central Region):

- a. One similar completed works costing not less than ₹ 125 + 17 = ₹ **140 Lakh**  
OR
- b. Two similar completed works each costing not less than ₹ 78 + 10 = ₹ **88 Lakh**  
OR
- c. Three similar completed works each costing not less than 62 + 8.4 = ₹ **70.4 Lakh**

And Annual turn-over must be ₹ 47 + 6.3 = ₹ **53.3 Lakh**

In case the similar work/s in Reputed Corporate/ Private Limited Company other than Central/ State Government Department/ Central Autonomous Body/ Central/ Public Sector Undertaking/ City Development Authority/ Municipal Corporation of City formed under any Act by Central/ State Government and published in Central/ State Gazette / Scheduled Commercial Banks/, they shall be required to submit TDS certificates issued by respective Clients.



3.8 Eligibility Criteria will be based on meeting all the eligibility criteria mentioned in the Tender and other qualification criteria regarding the Applicant's work experience, personnel and equipment capabilities and financial position as demonstrated by the Applicant's responses in the forms attached to the Letter of Application.

3.9 The work is estimated to cost Rs. 4.93 Cr on Pan-India basis. The estimated cost is based on the prevailing market rates of various models/ manufacturers.

3.10 Components of work executed other than those included in definition of similar work shall be deducted while calculating cost of similar work. Applicant shall submit abstract of cost of work in support of this.

3.11 Value of executed work shall be brought to the current costing level by enhancing the actual value of work at simple interest rate of 7% per annum, calculated from the date of completion to the last date of submission of tender. For the purpose, "Cost of work" shall mean gross value of the similar completed work.

3.12 The Bidder should not have negative net worth (profit after tax should be positive) in more than two years during the last five consecutive years ending 31st March 2019 duly certified and audited by the registered Chartered Accountants.

3.13 The Bidder should have adequate in-house plant and machinery required for the proper and timely execution of the job. The details of the same shall be furnished duly authenticated as per the format enclosed at Annexure IX.

3.14 The applicant should have sufficient number of Technical and Administrative employees on their roles for the proper execution of the contract as per the format enclosed in the annexure at Page 76.

3.15 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.

3.16 To become eligible for submission/ uploading, the bidder shall have to furnish an affidavit 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 forfeit the entire amount of Earnest Money Deposit/Performance Guarantee"

3.17 The OEM/ authorized agency/ distributor/ Converter should be having support offices/ Support Centers/ Support Locations with necessary support infrastructure for Compliance to any grievances as per the application submitted for respective 5 Regions. Further, the Region comprises the following geographical area coverage which includes Bank's various offices/ branches etc.:

|      |                              |  |
|------|------------------------------|--|
| i.   | <b><u>East Region</u></b>    | Assam, Sikkim, Nagaland, Mizoram, Tripura, Manipur, Meghalaya, Arunachal Pradesh, West Bengal, Bihar, Jharkhand, Odisha, Andaman & Nicobar Islands |
| ii.  | <b><u>West Region</u></b>    | Gujarat, Rajasthan, Maharashtra, Goa, Daman & Diu  |
| iii. | <b><u>Central Region</u></b> | Madhya Pradesh, Chattishgarh   |
| iv.  | <b><u>North Region</u></b>   | Delhi (NCT), Haryana, Punjab, Uttar Pradesh, Himachal Pradesh, J&K, Ladakh, Chandigarh, Uttarakhand  |
| v.   | <b><u>South Region</u></b>   | Andhra Pradesh, Telangana, Tamil Nadu, Kerela, Karnataka   |

3.18 Applicant must submit legible copies of certificates regarding their credibility:

- Service temperature range test certificate
- Tensile strength test certificate
- Shrinkage percent certificate
- Adhesion strength certificate
- Thickness Certificate

**Note:** The Bank reserves the right to request for any additional information and also reserves the right to reject or accept the bid of a bidder, if in the opinion of Bank, the qualification data is incomplete or the bidder is found not qualified to satisfactorily execute the requirements of the project and no communication shall be entertained in this regard in future. Bank has right to ask the bidder for submitting additional documents/ information in support of eligibility criteria/ bid at the stage of bid evaluation (after opening of technical bid) within 7 days (or maximum time as decided by bank) in case any clarification is required by the bank including the date of request letter/ e-mail.

**APPENDIX TO FORM OF REQUEST FOR PROPOSAL**

|    |   |   |
|----|---|---|
| 1  | Defects Liability period                      | 36 Months   |
| 2  | Date of Commencement                          | Date of start of work shall be reckoned from the date of acceptance of award letter or 7 <sup>th</sup> day of issue of award letter   |
| 3  | Time of completion                            | On or before 01.04.2020   |
| 4  | Period of Final Measurements                  | 1 (one) month from the Date of Virtual Completion   |
| 5  | Liquidated Damages                            | 1.0% of the contract amount shown in the tender per week subject to the ceiling of 10.0% of the accepted contracted sum subject to maximum up to total Security Deposit (Initial plus Retention)  |
| 6  | Minimum Value of work for Interim Certificate | ₹..... (This value shall be difference of work done of consecutive bills).  |
| 7  | Initial Security Deposit                      | 2% of the accepted value of the tender including the Earnest Money, maximum up to ₹ 5.00 lacs.  |
| 8  | Retention Percentage                          | 8% of the accepted tender amount subject to maximum as given in Clause No.14 of GCC   |
| 9  | Refund of total Security Deposit              | The Retention amount will be refunded to the Contractor within 14 days after end of the defect liability period   |
| 10 | Period of Honouring Certificate               | 15 days from date of receipt of the Bill  |
| 11 | Payment of Bills                              | <p>i. The Vendor shall submit branch/ ATM-wise Tax Invoices/ Bills along with specified 3 years Warranty Card for each Signage at Bank's respective Circle Office (CO) level on successful completion of work.</p> <p>ii. The payment shall be made by the Zonal Office/ Circle Office online in the bidders account within 15 - 30 working days from the date of receipt of the following:</p> <p>(a) Tax Invoice/ Bill</p> <p>(b) Work completion certificate issued by the Branch/ Office</p> <p>(c) 3 years warranty Card duly signed by the Vendor i.e. OEM's authorized signatory for Flex &amp; Vinyl.</p> <p>iii. No advance on materials/ plant/ machinery or mobilization advance shall be paid in any circumstances.</p> |

## ARTICLES OF AGREEMENT

This agreement is made at New Delhi on..... Day of..... 2020 between Punjab National Bank, a Body Corporate, constituted under the Banking Companies (Acquisition and transfer of undertakings) Act 1970, having its Head Office at Plot No 4, Sector -10, Dwarka, Delhi-110075 (hereinafter called the "Bank", which term shall, wherever the context so permits, mean and include its successors and assigns) of the one part,

and M/s ..... (Herein after called "the Tenderer") of the other part.

WHEREAS the Employer is desirous of **SITC of Flex and Vinyl on existing Glow Sign Boards at Bank's Premises on Pan India/ Regional Basis** and has vide letter of acceptance dated ..... accepted a tender by the Tenderer for the execution, completion and maintenance of such works.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the said conditions of contract hereinafter referred to.
2. The following documents and the terms & conditions contained therein shall form and construe as integral part and parcel of this agreement viz.
  - a) Original tender document.
  - b) Relevant correspondence (all letter/ correspondence) forming parts of contract and referred to in acceptance letter.
  - c) Acceptance letter
  - d) Bill of quantities
  - e) Other additional documents as required
  - f) Corrigendum, if any.
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies the latest documents issued by the Bank shall prevail over the earlier documents.
4. In consideration of payment to be made by the employer to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the employer to perform execute, complete and maintain the work in conformity in all respects with the provision of the contract.
5. It is also agreed that bank may, in the event of termination of contract as provided herein having regard to exigencies of matter, arrange maintenance/ repair/ replacement of parts etc. in discretion from any other source/ agency from the date of notice. In the event of termination of contract for non satisfactory performance of the contract, the security deposit made by tenderer shall stand forfeited. The Bank is not liable to pay any interest on the security deposit made by the tenderer.

6. The employer hereby covenants to pay the tenderer in consideration of the execution, completion and maintenance of the work such sums as shall become payable hereunder at the time(s) and in the manner prescribed in the said conditions and price schedule of quantities / bill of quantities prescribed in the contract.
7. All disputes or differences whatsoever arising between the parties shall be settled amicably. If parties are not able to solve amicably, the same shall be settled by arbitration in accordance with the Arbitration and Conciliation Act 1996. Venue of arbitration shall be Delhi.

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

SIGNED SEALED AND DELIVERED BY THE

Said \_\_\_\_\_

(Name  
On behalf of the contractor

Said \_\_\_\_\_

(Name  
On behalf of the Employer

In the presence of

Name:

Address

in the presence of

Name:

Address

## Scope of Work & Technical Specifications

### 1. Broad Scope of Work

The Bank intends to finalize the **Region wise competitive lowest tender rates (L-1)** with the OEM and/or their authorized Vendors/ Converters, who will qualify Eligibility criteria, for the above proposed work as per the criteria and details mentioned in the tender.

**The proposed contract shall be valid for a period of one year** from the date of issue of work order. However, the BANK reserves their rights to review the proposed contract at any time, without notice and the bidder(s) shall have no right to raise any claim/ compensation on this account.

Bank tends to replace flex and vinyl on existing Glow Sign Board for Branches/ Offices/ ATMs, etc. of OBC & UBI located Pan-India with approved quality of flex & vinyl material fixed to GI Box, etc complete as per detailed drawing, specifications and approved Artwork.

The scope of work may be increased on future requirements of the Bank to cater the Branches/ Offices/ ATMs in India. (Necessary information shall be made available to the successful bidders at appropriate time. Sample/ prototype to be got approved from HO/ ZO/ CO before proceeding with the work.)

The representative of solution provider/ their converter to visit our branches, assess the condition of board in consultation with the Branch Manager/ Incumbent.

1.2 Supply, Installation, Testing and Commissioning of new flex & vinyl (approved make) on existing Glow Sign Boards after removal of existing flex & vinyl on Glow Sign Boards, the scope of work includes the following:

- a. The representative of solution provider / their converter to visit our branches; to take measurements of fascia and get it approved by the Branch Manager.
- b. Removal of existing board and replacing of existing flex & vinyl of Glow Sign Board with new flex & vinyl (approved make) as per given colour scheme including proper alignment of Glow Sign Board.
- c. Re-fixing the Glow Sign Board.

1.3 Educating the branch officials on Do's and Don'ts for proper maintenance of glow sign board.

1.4 The workmanship of above work should be excellent. The execution of work should not interfere with or hinder the daily functioning of the branch or inconvenience the customers.

### 2. Technical Specification of Material

2.1 Flex and Vinyl shall be of approved quality and make specified in the tender.

2.2 Samples of all materials to be used in glow sign board shall be got approved along with prototype before proceeding with the work and the approved sample shall be deposited with the Bank.

2.3 If directed, materials shall be tested in any approved Testing Laboratory and the test certificates in original shall be testing including charges for repeated tests, if ordered, shall be borne by the Vendor.

2.4 It shall be obligatory for the Vendor to furnish certificate, if deemed by the Bank from manufacturer or the material supplier that the work has been carried out by using their material and as per their recommendations.

2.5 All materials supplied by the Employer/ any other Specialist Firms shall be properly stored and the Vendor shall be responsible for its safe custody until they are required on the works and till the completion of the work.

2.6 Unless otherwise shown on the Drawings or mentioned in the "Schedule of Quantities" or special specification, the quality of materials, workmanship, dimensions, etc., shall be as specified as hereunder.

**(A) FLEXIBLE SUBSTRATE:**

- i. It shall have UV resistors added while manufacturing to prevent the whiteners turning yellow due to constant exposure to UV rays.
- ii. The flexible substrate shall be Flame retardant self-extinguishing, guaranteed for minimum 3 years to retain the white colour (i.e. against yellowing), plasticizer migration, wicking, graying, seam blow out and Mildew formation.
- iii. The flexible substrate should preferably have Meter-mark / watermark of the manufacturer on the second surface. The approved Principal Manufacturer not manufacturing/supplying Flexible Substrate with meter-mark / watermark will have to assume full responsibility including specified warranty of product.
- iv. Guaranteed for Minimum 3 years

*Physical Properties to be as under.*

|                           |   |                        |
|---------------------------|---|------------------------|
| Light Transmission        | : | 20% - 30%              |
| Weight                    | : | Min. 610 GSM           |
| Service Temperature Range | : | Up to -20° C to +65° C |
| Tensile weft              | : | Minimum 24 Kg/cm       |
| Yarn                      | : | 500 x 500 Denier       |

**(B) VINYL:**

- i. The film shall be translucent Vinyl matching the color specifications of the Bank for glow sign board.
- ii. It shall be guaranteed for 3 years against peel off, fading, shrinkage, Wrinkle, cracking and crazing.
- iii. Banks' approved color.

*Physical Properties to be as under.*

|                                |   |                        |
|--------------------------------|---|------------------------|
| Adhesion Strength              | : | Min. 700 N/m           |
| Service Temperature Range      | : | Up to -30° C to +65° C |
| Thickness (including adhesive) | : | Min. 0.085 mm          |
| Liner                          | : | 140 GSM                |
| Adhesive Type                  | : | Acrylic solvent        |
| Adhesive Colour                | : | Clear                  |



**(C) GRAPHICS:**

Graphics shall be computer plotter cut of Bank's approved and font scheme.  
**Burgundy Color** in CMYK: 10% Cyan, 100% Magenta, 60% Yellow & 30% Black  
**Deep Yellow** in CMYK: 100% Yellow & 25% Magenta

**Font Uses**

**Arial** normal, **Bold**, *italic* & condensed

**Halvetica** normal, **bold**, *italic* & condensed

**Hindi Font:** Kruti, Ravana,

**(D) SCAFFOLDING:**

The scope of work shall include necessary scaffolding at all levels, heights and locations.

**(E) GUARANTEE:**

- a) Every Vendor shall provide a comprehensive unconditional 3 years guarantee (for Flex & Vinyl) for each and every glow sign board executed/ supplied by them clearly mentioning therein (i) Size of glow sign board (ii) Quality and Make of Flex & Vinyl (iv) Date of installation (v) Guarantee period (vi) Location/City with complete address (vii) Photograph of glow sign board.
- b) The guarantee shall cover Flex and Vinyl used to manufacture Glow sign Board, fabrication and erection.
- c) The guarantee shall be applicable for Indian weather and dust conditions through any sub clauses for high traffic areas / high pollution areas / high temperature areas etc.
- d) The guarantee shall provide for 100% replacement of Flex and Vinyl including processing, labour, fixing charges, transportation, loading/ unloading etc. against any failure/defects/deficiency during the entire guarantee period:

**Flex :**

1. Yellowing / Graying of Flex
2. Wicking of flex
3. Fungus or Mildew formation
4. Plasticizer migration
5. Tearing off

**Vinyl :**

1. De coloration
2. Peel off
3. Fading, shrinkage, cracking and crazing

- e) The guarantee certificate should incorporate actual photograph of the glow sign board supplied by the vendor together with the details of site, quality and specifications of material used as per format approved by the Bank. The guarantee

certificate shall be signed by the Vendor as well as authorized representative from the Principal manufacturer of the Flex/ Vinyl.

- f) The guarantee claim would not be settled on pro-rata basis.
- g) The final bill of the vendor would be cleared only after submission of guarantee certificates/documents.
- h) The vendor shall submit the authorization certificate from the Principle manufacturer clarifying that the vendor will be issued guarantee certificates for each and every signage executed/supplied by them.

**(F) MODE OF MEASUREMENTS:**

Front fascia of glow sign board shall be measured for Flex & Vinyl is replaced.

**(G) DOCUMENTS TO BE SUBMITTED BY THE VENDOR:**

a) PRE-REPLACEMENT WORK

- Photograph of original glow sign boards and photograph of glow sign board after completion of the work.
- Site survey report clearly mentioning measurements of glow sign board, scope of work duly certified by the Branch Manager.

b) ON COMPLETION OF JOB

- Site completion certificate duly signed by the Branch Manager or any other Bank's Officer authorized by him/her. (Annexure XVII)
- 3 Years Guarantee certificate for Flex and Vinyl from OEM.
- Tax Invoice

**INTEGRITY PACT**

To,

.....,  
.....,  
.....

Sub: NIT No. .... for the work .....

Dear Sir,

It is here by declared that PNB is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the Integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/ bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the PNB.

Yours faithfully

The Chief Manager  
General Services Administration Division  
Punjab National Bank Head Office Building,  
1<sup>st</sup> Floor, East Wing,  
Plot No – 4, Sector -10,  
Dwarka, New Delhi -110075.

## INTEGRITY PACT

To,

Chief Manager  
Punjab National Bank,  
'E' Wing, GSAD, First Floor,  
Plot No. 4, Sector 10, Dwarka  
New Delhi-110075

Sub: Submission of Application for .....

Dear Sir,

I/We acknowledge that PNB is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by PNB.

I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Annexure-A of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, PNB shall have absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully,

(Duly authorized signatory of the Bidder)

### **Pre Contract Integrity Pact**

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

And

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

### **Preamble**

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

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

### **Section 1- Commitments of the Principal**

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

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

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

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

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

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

(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption during any stage of bid process/ contract. The Bidder(s)/

Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or the other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposal and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, Similarly the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only.
  - e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. Bidder(s)/ Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2). The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/ Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

#### **Section 4- Compensation for Damages**

- (1). If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to earnest Money Deposit/ Bid Security.
- (2). If the Principal has terminated the contract according to Section 3, or the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5- Previous transgression**

- (1) The Bidder declares that no previous transgression occurred in the last three years immediate before signing of this integrity pact with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprises or central/ state government department in India that could justify his exclusion from the tender process.
- (2). If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealing".

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

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all the Bidders who do not sign this Pact or violate its provisions.

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

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

#### **Section 8- Independent External Monitor**

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

Shri M. Deena Dalayan , (IA & AS. Retd.) and Shri Raj Kumar Singh, (I.R.S. Retd.) have been appointed as Independent External Monitors (IEMs) by our Bank. Their e-mail addresses are as under:

| <b>S. No</b> | <b>Name of IEM</b>                      | <b>e-mail</b>          |
|--------------|---|------------------------|
| 1            | Shri M. Deena Dalayan, (IA & AS. Retd.) | dayalan1951@gmail.com  |
| 2.           | Shri Raj Kumar Singh, (I.R.S. Retd.)    | mrarajksingh@gmail.com |



(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/ Contractors as confidential. He/she reports to the Managing Director and CEO, Punjab National Bank.

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

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

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

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. The Monitor will submit a written report to the MD & CEO, Punjab National Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

#### **Section 09- Pact Duration**

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

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

**Section 10- Other provisions**

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

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place.....

Date.....

Witness 1:

Witness 2:

(Name & Address)

(Name & Address)

## **GENERAL CONDITIONS OF CONTRACT (GCC)**

Except where provided for in the description of the individual items in the Schedule of quantities and in the specification and conditions laid down herein after and in the drawings, the work shall be carried as per standard specifications and under the directions of the Employer.

### **1. INTERPRETATION**

In construing these conditions, the specifications, the schedule of quantities, tender and agreement, the following words shall have the meaning herein assigned to them except where the subject of context otherwise requires :

- i. "Contract" means the documents forming the tender and the acceptance thereof and the formal agreement executed between PNB (client) and the Vendor, together with the documents referred there in including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- ii. Employer: The term employer shall denote Punjab National Bank with their Head Office at Plot 4, Sector 10, Dwarka, New Delhi, and any of its employees or representative authorized to act on their behalf or the Amalgamated Entity arising out of the amalgamation process.
- iii. "Similar works" under this clause shall mean "SITC of Flex and Vinyl on glow sign boards using reputed brand of Flex & Vinyl for Banks, Financial Institutions, MNCs, Government Organizations, Public Sector undertakings etc."
- iv. "Cost of work" shall mean actual gross value of completed "similar" work including all the components (of signage) executed under the contract of Signage solutions. The applicant shall submit a copy of final Bill / certificate of each project executed by them, during the said period duly supported by performance certificates of clients.
- v. The Bank: The term Bank shall mean Punjab National Bank, the Employer.
- vi. The Engineer in charge/ Officer-in-charge: The term means Engineer/ Official of the Bank deployed to look after the work.
- vii. Contractor/ Applicant/ Vendor/ Supplier/ Converter: The term shall mean proprietary concern, partnership firm, private or public limited company and his/ their heirs, legal representatives assigns and successors applying for Tender.
- viii. Site: The site shall mean site/s where the works are to be executed as shown within boundary on the Site Plan including any building and erections thereon allotted by the employer for the Contractor's use.
- ix. Specifications and Drawings: The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings, which may be supplied, or any other instruction, which may be given by the employer during the execution of the work.

- x. Specifications/ Artwork/ Drawings relating to work given to the Contractor together with a copy of schedule of quantities are to be kept at site and Employer shall be given access to such drawings or schedule of quantities whenever necessary.

In case any detailed drawings are necessary, Contractor shall prepare such detailed drawings and/or dimensional sketches therefore and have it confirmed by the employer prior to taking up such work.

- xi. The Contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specifications and schedule of quantities or to additional instructions at least 10 days ahead from the time when it is required for implementations so that the Employer may be able to give decision thereon.
- xii. "The Work" shall mean the work or works to be executed or done under this contract.
- xiii. "The Schedule of Quantities" shall mean the schedule of quantities as specified and forming part of this contract.
- xiv. Order of precedence for any ambiguity in the schedule of quantities, general conditions, special conditions, specifications and drawings for the Contractor shall be as per the decision of the Employer and the same will be binding on the Contractor, and shall be read as under in the decreasing order of importance.
  - a) Schedule of Quantities.
  - b) Drawings.
  - c) Special Conditions
  - d) General Conditions.
  - e) Standard (Technical) Specifications of Contract.
  - f) C.P.W.D specifications.
  - g) Bureau of Indian Standards specifications.
  - h) State P.W.D./General Engineering Practice.
  - i) Integrity Pact.

Any ambiguity observed shall be brought to the notice of Employer and be executed after obtaining approval from the Employer. In case of any ambiguity between the above, the most stringent will follow.

## **2. Signing of contract Documents**

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract with the Bank at HO: GSAD within 7 days from the receipt of intimation of acceptance of the tender by HO: GSAD. However, the written acceptance of the tenders by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

### **3. Completion Period**

Time is essence of the contract. The work should be completed in all respect accordance with the terms of contract latest by 01.04.2020 from the date of award of work.

### **4. Validity of tender**

Tender shall remain valid and open for acceptance for a period of 90 days from the date of opening price bid.

### **5. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY**

The Contractor shall provide everything necessary for the proper execution of work according to the intent and meaning of the drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancies therein, he shall immediately and in writing refer the same to the Employer whose decision shall be final and binding.

The rates quoted against individual items will be inclusive of everything necessary to complete the said items of work within the contemplation of the contract and beyond the unit price. No extra payments will be allowed for incidental or contingent work, labour and/or materials inclusive of all taxes and duties whatsoever except for specific taxes, if any, stipulated in the tender documents.

The Contractor shall supply, fix and maintain at his own cost for the execution of work, all tools tackles, machinery and equipment and all the necessary centering, scaffolding, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, streets, walls, houses, buildings all other erections, matters and things and Contractor shall take down and remove any or all such centering, scaffolding, planking, timbering, strutting, shoring etc. as occasion shall be required or when ordered to do so and shall fully reinstate and matters and things distributed during the execution of works to the satisfaction of the Employer

The Contractor shall at all times give access to workers by the Employer or any men employed on the buildings.

### **6. TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS CHART**

#### **6.1 Time of completion**

The entire work is to be completed in all respects within the stipulated period (till 01.04.2020) from the commencement date. Time is the essence of the contract and shall be strictly observed by the Contractor.

The work shall not be considered as completed until the Employer has certified in writing that work has been completed and the defects liability period shall commence from the date of such certificate.

#### **6.2 Extension of Time**

If, in the opinion of the Employer, the works be delayed

- a) By reason of instruction from the Employer in consequence of proceedings taken or threatened by or disputes, with adjoining or neighbouring owners or

- b) By the works, or delay, of other contractors or tradesmen engaged or nominated by the Employer and not referred to in the specification or
- c) By reason of authorized extra and additions or
- d) By reason of any combination of workmen or strikes or lock-out effecting any of the building trades or
- e) From other causes which the employer may consider are beyond the control of the Contractor, the Employer at the completion of the time allowed for the contract, shall make fair & reasonable Extension of Time for completion in respect therefore. In the event of the Employer failing to give possession of the site upon the day specified above the time of completion shall be extended suitably.

In case of such strikes or lock-outs, as are referred to above, the Contractor shall immediately give the employer, written notice thereof. Nevertheless, the Contractor shall use his best endeavours all that to prevent delay, and shall do all that may be reasonably required, to the satisfaction of the employer to proceed with the works and on his doing so that it will be ground of consideration by the employer for an extension of time as above provided. The decision of Employer as to the period to allow for an Extension of Time for completion hereunder (Which decision shall be final and binding on the Contractor) shall be promulgated at the conclusion of such strike or lock-out and the employer shall then, in the event of an extension being granted, determine and declare the final completion date. *The provision in Clause 7 with respect to payment of liquidated damages shall, in such case, be read and construed as if the extended date fixed by the employer were substituted for and the damage shall be deducted accordingly.*

### **6.3 Progress of work**

During the period of execution, the Contractor shall maintain proportionate progress on the basis of a programmed chart submitted by the Contractor immediately before commencement of work and agreed to by the Employer. Contractor should also include planning for procurement for scarce material well in advance and reflect the same in the programmed chart so that there is no delay in completion of project. Progress report of the work is to be submitted by the Contractor fortnightly in the format approved by the Employer.

### **7. Liquidated Damages**

Should the work be not completed to the satisfaction of the Employer within the stipulated period, the Contractor shall be bound to pay to Employer a sum calculated as given below by way of liquidated damages and not as penalty during which the work remains un commenced or unfinished after the expiry of the completion date.

1.0% of the contract amount shown in the tender per week subject to ceiling of 10.0% of the accepted contracted sum but not exceeding the Total Security Deposit of the contract (I.S.D + Retention Money).

### **8. CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS FROM THE SITE**

The Contractor shall keep the surroundings of work places free from water, debris and excess/ waste materials at his own expenses, Electrical or other power-driven equipment to the satisfaction of the Employer for the purpose, until the site is handed over to the Employer. The Contractor shall arrange for the disposal of the same so



accumulated to the satisfaction of the Employer and the local authority and no claims will be entertained afterwards if he does not include in his rates for the purpose.

## **9. Rate and prices:**

9.1 The tenderer shall quote their rates for individual items both in words and figures. In case of discrepancy between the rate quoted in words and figures, the unit rate quantity in words will prevail. The amount of each item shall be calculated and the requisite total is given. In case of discrepancy between the unit rate and the total amount calculated from multiplication of unit rate, the quantity of unit rate quoted will govern and the amount will be corrected.

9.2 If no rate is quoted for one or more tender items, such tenders shall be treated as Non- Responsive Tenders and the same shall be summarily rejected.

9.3 The bidder should not change the units as specified in the tender. If any unit is changed, the tenders would be evaluated as per the original unit and the Vendor would be paid accordingly.

9.4 The tenderer should not change or modify or delete the description of the item. If any discrepancy is observed, he should immediately bring to the knowledge of the Bank

9.5 Each page of Tender shall be signed by the authorized person and cutting or overwriting shall be duly attested by him.

9.6 The rate quoted shall be firm and shall include all costs, allowances, cartage, taxes, levies, GST, during the currency of contract including authorized extension, if any.

9.7 The Bank reserves its right to accept any tenders, either in whole or in part or may entrust the work in phases or may drop the part scope of work at any stage of the project within its sole discretion without assigning any reason(s) for doing so and no claim/ correspondence shall be entertained in this regard.

9.8 In case, it is decided by the Bank to drop one or more items from the scope of work at any stage of the project, the Vendor shall not be entitled to raise any claim/ compensation for such deleted scope of work. Also, the Bank may consider issuing work order for various branches/ offices in phases but within a reasonable time interval and the Vendor shall be bound to execute the same within the stipulated time period and as per rates quoted by them in this tender without any claim for price escalation.

## **10. EARNEST MONEY AND SECURITY DEPOSIT**

The bidder will have to deposit an amount of **Rs. 1,00,000/- (Rs. One lac only)** in the form of Bank Demand Draft drawn in favour of Punjab National Bank, payable at New Delhi at the time of submission of tender as Earnest Money. The employer is not liable to pay any interest on the Earnest Money. The Earnest Money of the unsuccessful bidders will be refunded without any interest soon after the decision to award the work is taken.



The successful tenderer to whom the Contract is awarded shall deposit an Initial Security Deposit by Bank Demand Draft a sum to make up 2% of the value of the accepted tender after the appropriation of the Earnest Money deposited by him, subject to a ceiling of Rs. 5.00 lacs.

The Initial Security Deposit will have to be made by the Contractor to the Bank within 3 days of acceptance of award letter, failing which the Employer at his discretion may revoke the letter of acceptance and forfeit the Earnest Money deposit furnished along with the tender. The Initial Security Deposit shall be accepted in the form of Demand Draft not by Bank Guarantee. **The Initial Security Deposit will be invested by the Employer in a fixed deposit account for the duration of the contract period.** The Initial Security Deposit will be refunded to the Contractor within Fourteen days after the issue of certificate of virtual completion

Apart from the Initial Security Deposit made as above, Retention Money shall be deducted from the progressive running bills at 8% of the gross value of each running bill until the Total Security Deposit, i.e., Initial Security Deposit plus Retention Money equals:

- a) 10.00% on the first Rs.1,00,000 of the cost of work.
- b) 7.5% on the next Rs.1,00,000 of the cost of work.
- c) 5.0% on the remaining cost of work.

The retention amount will be refunded to the Contractor 14 (fourteen) days after the Defect Liability Period is over provided the Contractor has satisfactorily carried out all the works and attended to all the defects in accordance with the conditions of contract. No interest is allowed on retention Money.

**11. Letter of Acceptance:**

Within the validity period of the tender, the Bank shall issue a letter of acceptance directly by e-mail and/ or registered post or otherwise depositing at the office of the Vendor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of acceptance shall constitute a binding contract between the Bank and the Vendor.

**12. Contract Agreement:**

On receipt of intimation of acceptance of tender from the Bank, the successful tenderer shall be bound to implement the contract and within 7 days thereof shall sign an agreement in a non-judicial stamp paper of appropriate value.

**13. Ownership of drawings:**

All drawings, specifications and copies thereof furnished by the Bank are the properties of the Bank. They are not to be used on other work.

**14. Detailed drawings and instructions:**

The Bank shall furnish with reasonable proper additional instructions by means of drawings or otherwise necessary for the execution of the work. All such drawings and instructions shall be consistent with contract documents, true developments thereof and reasonably inferable there.

The work shall be executed in conformity therewith and the Vendor prepare a detailed program schedule indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the Bank.

**15. Materials, Appliances and Employees**

Unless or otherwise specified, the Vendor shall provide and pay for all materials, labour, water, power, tools, equipment transportation and any other facilities that are required for the satisfactory execution and completion of the work. Unless or otherwise specified, all materials shall be new and both workmanship and materials shall be best quality.

**16. Permits, Laws and Regulations:**

Permits and licenses required for the execution of the work shall be obtained by the Vendor at his own expenses. The Vendor shall give notices and comply with the regulations, laws and ordinances rules applicable to the contract. If the vendor observes any discrepancy between the drawings and specifications, he shall promptly notify the Bank in writing. If the Vendor performs any act, which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnify the Bank any legal actions arising there from.

**17. ACCESS**

Any authorized representative of the Employer shall at all reasonable times have free access to the works and / or to the workshops, factories or other places where materials are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the Contractor shall give every facility to the Bank or their representatives necessary for inspection and examination and test of the materials and workmanship. Except the representatives of the Employer, no person shall be allowed at any time without the written permission of the Employer.

**18. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS**

All the works specified and provided for in the specification or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workman like manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars and instructions as may from time to time be given by the Employer during the execution of the work, and to his entire satisfaction.

If required by the Employer, the Contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the Employer at his own cost to prove that the materials etc. under test confirming to the relevant IS standards or as specified in the specifications. The necessary charges for preparation of sample, transporting, testing etc. shall have to be borne by the Contractor. No extra payment on this account would in any case be entertained.

All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charge for import duties, sales taxes, octroi, **GST** and other charges and must be the best of their kind available and contractors must be entirely responsible for the proper and efficient carrying out of the work. The work must be done

in the best workman like manner. Samples of all materials to be used must be submitted to the Employer when so directed by the Engineer and written approval from Employer must be obtained prior to placement of order.

During the inclement weather, the Contractor shall suspend works for such times as the Employer may direct and shall protect from injury all work during course of execution. Any damage (during repair & renovation) to any part of the work for any reason due to rain, storm or neglect of Contractor shall be rectified by the Contractor in an approved manner at no extra cost to Bank.

Should the work be suspended by reason of rain, strike, lock-outs or any other cause, the Contractor shall take all precautions necessary for the protection of work and at his own expense shall make good any damage arising from any of these causes.

The Contractor shall cover up and protect from damage, from any cause, all new work and supply all temporary doors, protection to windows, and any other requisite protection for the execution of the work whether by himself or special tradesmen or sub-Contractor and any damage caused must be made good by the Contractor at his own expenses.

Contractor to carry out all mandatory tests as per CPWD specifications besides the tests required to be done as ordered and desired by the Bank to prove that quality of material conforms to tender provisions. Cost of such tests shall be borne by the contractor and no extra payment in this regard shall be payable.

#### **19. REMOVAL OF IMPROPER WORK**

The Employer shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Employer are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instruction. In case the Contractor refuses to comply with the order the Employer shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental there to as certified by the Employer shall be borne by the Contractor or may be deducted from any money due to or that may become due to the Contractor.

#### **20. CONTRACTOR'S EMPLOYEES**

The Contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Employer. The Contractor shall engage at least one experienced Engineer as Site-in-Charge for execution of the work. The Contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently.

The Contractor shall employ local labourers on the work as far as possible. No labourer below the age of eighteen years and who is not an Indian national shall be employed on the work. Any Labourer supplied by the Contractor to be engaged on the work on day work basis either wholly or partly under the direct order or control of the Employer or his Representative shall be deemed to be a person employed by the Contractor.

The Contractor shall comply with the provisions of all labour legislations including the requirements of: -

- a. The payment of Wages Act
- b. Employer's Liability Act
- c. Workmen's Compensation Act
- d. Contract labour (Regulation 7 Abolition) Act, 1970 and Central Rules 1974
- e. Apprentices Act 1961
- f. Minimum Wages Act
- g. Any other Act or enactment relating thereto and rules framed there under from time to time.

The Contractor shall keep the Employer saved, harmless and indemnified against claims if any of the workmen or any other person and all costs and expenses as any be incurred by the Employer in connection with any claim that may be made by any workman or any other person.

The Contractors shall arrange to provide first-aid treatment to the labourers engaged on the works. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the works, report such accident to the employer and also to the competent authority where such report is required by law.

## **21. DISMISSAL OF WORKMEN**

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

## **22. ASSIGNMENT**

The whole of 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 Employer 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.

## **23. DAMAGE TO PERSONS AND PROPERTY ETC.**

The Contractor shall be responsible for all injury to the worker or workmen or persons, animals or things and for all damages to the project works, materials, equipment, structural and / or decorative part of property which may arise from the operations or neglect of himself or employees whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract.

The clause shall be held to include inter-alia any damage to buildings whether immediately adjacent or otherwise and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The Contractor shall indemnify the Employer and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect

of any claim made in respect of injury or damage under any acts of compensation or damage consequent upon such claim.

The Contractor shall reinstate, rectify and remedy all damages of every sort mentioned in this clause so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third party.

#### **24. INSURANCE**

Unless otherwise instructed, the Contractor shall insure the works for all risk (include fire & third party) for total tender value and keep them insured until the virtual completion of the contract against any loss or damage of the material and of project. The insurance must be placed with a company approved by the Employer in the joint names of the Employer and the Contractor for such amount and for any further sum if called to do so by the Employer. The Contractor shall deposit the policy and receipt premium paid with the Employer within 7 days from the date of issue of work order unless otherwise instructed.

In default of the Contractor insuring as provided above the Employer on his behalf may so insure and may deduct the premiums paid from any money due, or which may become due to the Contractor. The Contractor shall as soon as the claim under the policy is settled or the work reinstated by Insurance Company should they elect to do so, proceed with due diligence with the completion of the works in the same manner as though the fire has not occurred and in all respects under the conditions of the contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to extension of time for completion, as the Employer may deem fit.

#### **25. ACCOUNTS RECEIPT & VOUCHERS**

The Contractor shall, upon the request of the Employer furnish them with all the invoices, accounts, receipts and other vouchers that they may require in connection with the works under this contract. If the Contractor shall use materials less than what he is required under the contract, the value of the difference in the quantity of the materials he was required to use and that he actually used shall be deducted from his dues. The decision of the Employer shall be final and binding on the Contractor as to the amount of materials. The Contractor is required to use for any work under this contract.

#### **26. MEASUREMENTS**

The Bank may from time to time intimate to the Vendor that the work is required to be measured and the Vendor shall forthwith attend or send a qualified representative to assist the Bank in taking such measurements and calculation and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the Mode of measurements detail in the specifications. The representative of Bank shall take measurements with the Vendor's representative and the measurements shall be entered in the measurement book. The Vendor or his authorized representative shall sign all the pages of the measurement book in which the measurements have been recorded in token of his acceptance. All the corrections shall be duly attested by both representatives. No over writings shall be made in the Measurement book. If the Vendor does not attend or neglect or omit to depute his representative to take measurements, the measurements recorded by the



representative of the Bank shall be final. All authorized extra work, omissions and all variations made shall be included such measurement.

## **27. PAYMENTS**

All bills shall be prepared & submitted by the Contractor in the form prescribed by the Employer. Normally one interim bill shall be prepared each month subject to minimum value for interim certificate as stated in these documents. The bills in proper forms must be duly accompanied by detailed measurements in support of the quantities of work done and must show deductions for all previous payments, retention money etc. The bill shall be checked by the Bank and shall issue a certificate after due scrutiny of the Contractor's bill which may be further verified by the Employer and the Contractor shall be entitled to payment thereof within the period of honouring certificates named in these documents, as per final verified amount by the Employer. In case of delay, an Adhoc advance of 75% of the billed amount /assessed work done may be paid on the request of the Contractor for the smooth progress of work at the sole discretion of the Bank.

The amount as stated in an interim certificate shall be the total value of work properly executed less the amount to be retained by the Employer as Retention Money vide Clause 10 of these conditions and less installments previously paid under these conditions, provided that such certificate shall only include the value of said material and goods as and from such time as they are reasonably, properly and not prematurely brought to or placed adjacent to the work and then only if adequately protected against weather or other casualties.

The Employer will deduct retention money as described in Clause 10 of these Conditions. The refund of retention money will be made as specified in the said clause.

If the Employer had supplied any materials or goods to the Contractor, the cost of any such materials or goods will be progressively deducted from the amount due to the Contractor in accordance with the quantities consumed in the work.

All the interim payments shall be regarded as payment by way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the requiring of bad unsound and imperfect of unskilled work to be removed and taken away and reconstructed or re-erected or to be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim, nor shall, it conclude determine or affect in any way the powers of the Employer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for completion of the work or of the date of certificate of virtual completion furnished by Employer and payment shall be made within one month.

## **28. FINAL PAYMENTS**

The period of Final Measurements will be 1 (one) Month from date of Completion. The final bill shall be accompanied by a certificate of completion from the Employer, payments of final bill shall be made after deduction of Retention Money as specified in clause 10 of these conditions, which sum shall be refunded after completion of the Defects Liability Period and rectification if defects to the entire satisfaction of the Employer. The acceptance of payments of the final bill by the Contractor would indicate that he would have no further claiming respect of the work executed.

## **29. VARIATION / DEVIATIONS**

The Contractor may when authorized and shall, when directed in writing by the Employer add or omit, or vary the works shown in the drawings or described in the specifications or included in the priced schedule of the quantities. The Contractor on his own accord shall make no addition, omission or variation without such authorization of direction. A verbal authorization of direction by the Employer shall when confirmed correctly by the Contractor in writing within 3 days shall be deemed to have been given in writing.

The Contractor shall send to the Employer once in every month a statement giving particulars, as full and detailed as possible, of all claims for any additional payment to which the Contractor may consider himself entitled and of all extra or additional work ordered by the Employer which he has executed during the preceding month.

No interim claim for payment for any such work or expense, will be considered which has not been included in such a statement provided always that the Contractor shall be entitled after taking Employer's sanction to authorize payment to be made for any such work or expense, notwithstanding the Contractor's failure to comply with this condition.

The rates for additional, altered substituted work shall be arrived at in accordance with the following rules: -

- i. The net rates or prices in the contract schedule shall determine the valuation of (the rates for) the extra work (items) where such extra work is of similar character and is executed under similar conditions as the work prices therein.
- ii. If the rates for the extra altered or substituted or (deviated) work are not provided for (available) in the schedule of quantities, they shall, to the extent possible be derived out of rate given in that schedule for similar or near similar items. For the purpose of such deviation, where necessary and when so directed, the Contractor shall furnish detailed analysis for the said similar or near similar items in the contract schedule. For such portions of the analysis, for the extra, altered or substituted (deviated) work for which prices cannot be abstracted from the corresponding analysis of rates for the said similar or near similar items in the contract schedule, market rates sustained by purchase bill / vouchers dependable printed price schedule of materials of different type shall be adopted, using factors and constant for quantum of materials, labour, T&P and sundries, from standard analysis of rates adopted by the CPWD, and adding 15% towards profit & overheads and taxes When called upon to do so, the Contractor shall submit the required purchase bills / vouchers.
- iii. In respect of contract which incorporates more than one schedule, the rate applicable in case (i) above if not provided for in the Schedule pertaining to the work in which the addition, alteration or substitution (deviation) occurs shall be taken as the lowest applicable rate in other schedules. Similarly in case (ii) above if similar in near similar items cannot be found in the schedule pertaining to the work in which the addition, alteration or substitution (deviation) occurs, similar or near similar items from the other schedule shall be adopted.
- iv. In the case of additional, altered substituted (deviated) for which rates cannot be reasonably be derived as at (ii) and (iii) above, the rates shall be worked out



adopting market prices, substantiated by purchase bills / vouchers using factors and constants for quantum of materials, labour, T&P and sundries from standard analysis of rates adopted by the CPWD and adding 15% towards profit & overheads and taxes. When called upon to do so the Contractors shall submit his purchase bills / vouchers to the Employer.

- v. The question as to what particular items, being similar or near similar to the additional, altered or substituted (deviated) work in the contract schedule are to be adopted for deviation of rates for the additional, altered for substituted deviated work and whether the said rates cannot be derived from similar or near similar items in the contract schedule will be decided by the Employer.
- vi. In case (ii) to (iv) the Contractor is required to submit his analysis of rates adopting the principles enunciated, after scrutinizing the analysis any other papers furnished will allow such rates as he considers reasonable after obtaining Employer's sanctions.
- vii. Where extra work is of such a nature that it cannot be properly measured or valued, the Contractor shall be allowed day work priced at the net rates stated in the tender or the priced schedule of quantities or if not so stated then in accordance with the minimum local day work rates and wage for the district notified by the concerned authority provided that in either case if required by the Employer, vouchers, muster rolls and other documents, required for proper verification of the labour employed and the materials deployed on the said work and the costs thereof be delivered to the site Engineer or his representative on or before the end of the week following that in which work has been executed.
- viii. The question as to whether extra work is of such nature that it cannot be properly measured or valued will be decided by the Employer. The margin to be allowed on actual costs to the Contractor towards profit and overhead shall be 15% and taxes.

### **30. DEVIATION LIMIT FOR TENDER QUANTITIES UPTO 25%**

The tender rates shall hold good for any increase in the tendered quantities up to variation of 25%. In case tender quantities of an individual item exceeds the deviation limit of 25% the rates for the excess quantities over and above the deviation limit shall be payable as per market rates analysis, sustained by purchase vouchers / bill using constant only of materials, Labour, T&P etc. from all Indian Standard analysis of rates published by DAR with 15% towards Contractors profit. & Overheads and taxes. For non-schedule items, constant of material, labour, T&P etc. shall be decided by the Engineer in charge of Employer, based on the actual observation at site.

### **31. SUBSTITUTION**

Should the Contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the Employer in writing for any such substitution well in advance. Materials designated in this specification indefinitely by such terms as "Equal" or "other approved" etc., specific approval of the Employer has to be obtained in writing.

**32. PREPARATION OF WORKS FOR OCCUPATION AND USE ON COMPLETION**

The whole of the work will be thoroughly inspected by the Contractor and deficiencies and defects put right. On completion of such inspection and Contractor shall inform the Employer that he has completed the work and it is ready for inspection.

On completion, the Contractor shall clean all glow sign boards. He will leave the entire installation neat and clean and ready for immediate use and to the satisfaction of the Bank.

**33. CLEARING SITE ON COMPLETION**

On completion of the works, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workman like condition to the satisfaction of the Employer.

**34. DEFECTS AFTER COMPLETION**

The defects liability period (D.L.P.) shall commence from the certified date of Virtual Completion issued by the Employer. The Contractor shall make good at his own cost and to the satisfaction of the Employer all defects, other faults which may appear within 36 months after completion of the work. In default, the Employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damages, losses and expenses shall be recoverable from him by the employer or may be deducted by the Employer, in lieu of such amending and making good by the Contractor, deduct from any money due to the Contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover that balance from the Contractor from the amount retained under clause no. 10 together with any expense the Employer may have incurred in connection therewith.

**35. CONCEALED WORK**

The Contractor shall give due notice to the Employer whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default whereof the same shall, at the option of the employer be either open up for measurement at the Contractor's expense or no payment may be made for such materials. Should any dispute or difference arise after the execution of any work as to measurements etc., or other matters which cannot be conveniently tested or checked, the notes of the Employer shall be accepted as correct and binding on the Contractor.

**36. IDLE LABOUR**

Whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.

**37. SUSPENSIONS**

If the Contractor, except on account of any legal restraint upon the Employer preventing the continuance of the work, abandons, suspends work or in the opinion of the Employer, the Contractor neglects or fails to proceed with due diligence in the performance of his part of the contract, the Employer shall have the power to give notice

in writing to the Contractor requiring the work be proceeded within a reasonable manner and with reasonable dispatch, such notices purport to be a notice under this clause.

After such notice shall have been given the Contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the Contractor shall fail for 7 (seven) days after such notice has been given to proceed with the works as therein prescribed, the Employer may proceed as provided in clauses 38 (Termination of contract by Employer).

### **38. TERMINATION OF CONTRACT BY EMPLOYER**

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

- i. If the Contractor being the company go into liquidating whether voluntary or compulsory.
- ii. Being a firm shall be 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 of the employer that he is able to carrying out and fulfil the contract and if so required by the employer to give reasonable security therefore.
- v. If the contractor:
  - 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 contractor
  - 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 Employer 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 Employer 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 service provider.

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 employer & 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 the employer or his agent, or servant:

- 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. by employing any other Contractors or other persons or person to complete the works and the Contractor shall not in any way interrupt or do any act, matter of thing to prevent or hinder such other Contractors 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 Employer 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 Employer may sell the same by public auction and shall give credit to the Contractor for the amount so released.

Any expenses or losses incurred by the employer in getting the works carried out by other Contractors 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 Contractors or against the Security Deposit.

### **39. DISPUTES AND ARBITRATION:**

All disputes or differences, whatsoever, arising between the parties out of or in relation to the terms and conditions, meaning and operation or effect of this Agreement or breach thereof shall be settled amicably.

In case they are not able to settle the disputes or differences between them amicably, the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes and the same shall be settled by arbitration in accordance with the Indian Laws relating to arbitration, i.e. in accordance with the provision of the Indian Arbitration and Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties.

In the event of absence of consensus about a single arbitrator, the dispute may be referred to three arbitrators, one to be nominated by each party and the said arbitrators shall appoint the third presiding arbitrator before commencing the arbitration proceedings.

The venue of arbitration shall be New Delhi.

All arbitration proceeding shall be conducted in English and a daily English record of such proceeding shall be maintained.

Any appeal against the arbitration award will be subject to the jurisdiction of courts at New Delhi only.

Bidder shall continue to work under the work Contract during the arbitration proceedings unless otherwise directed in writing by the bank, unless the matter is such that the works/services cannot possibly be continued until the decision of the arbitrator or of the presiding arbitrator, as the case may be, is obtained.

#### **40. EXCEPTED MATTERS FROM ARBITRATION**

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

- a. Instruction
- b. Transactions with local authorities.
- c. Proof of quality of materials.
- d. Assigning or under letting 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. Notice of the determination of the contract by the Employer.

#### **41. RIGHTS OF TECHNICAL SCRUTINY BY CHIEF TECHNICAL EXAMINER**

The work is liable to be technically audited by the Chief Technical Examiner of the Central Vigilance Commission, Government of India from time to time. Any defects, improvements or testing etc. pointed out by the Chief Technical Examiner should be carried out by the Contractor at his own cost and any deduction suggested by the CTE will be effected.

The Employer shall have a right to cause a technical examination and audit of works and the final bills of the Contractor including all supporting vouchers, abstract etc. to be made at the time of payment of the final bill. If as a result of this examination or otherwise any sum is found to have been over paid in respect of any work done by the Contractor under the contract the Contractor shall be liable to return the amount of over payment and it shall be lawful for the Employer to recover the same from him from any sum or sums due to him and in any other manner legally permissible and if it is found that the Contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by the Employer.

Any sum of money due and payable to the Contractor (including Security Deposit returnable to him) under this contract may be appropriated by the Employer and set off against any claim of the Employer of the payment of a sum of money arising out of or under any other contract made by the Contractor with Employer.

#### **42. WATCH AND LIGHTING**

The Contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by Employer for the protection of the works or for the safety and convenience of those employed on the works or the public.



#### **43. CONTROL RECORDS**

The under noted record books at the site of work shall be maintained in addition to normal routine requirements by the Contractor.

- a. Work site order book.
- b. Instruction by Bank's officers.
- c. Test registers of other materials / fittings fixtures equipment as stipulated in the tender.
- d. Register of drawings and working details.
- e. Log book of defects.
- f. Hindrances register giving details of commencement and removal of each hindrance.
- g. Dismantled materials account register.
- h. Specifications C.P.W.D. & I.S.I. as applicable to the contract.

These registers are to be got signed by the Site Engineer.

#### **44. SECURITY ARRANGEMENT**

- i. Proper arrangements shall be made to keep all records under lock and key.
- ii. It shall be ensured that the Contractor provides watch and ward and security of materials.
- iii. Movement of material and stores, shall be through Bank gate pass only
- iv. When the work is completed and handed over to the Bank, the responsibility of proper security arrangement shall rest with the Bank.

#### **45. LABOUR RECORD**

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

- i. The Payment of Wages Act.
- ii. Employer's Liability Act.
- iii. Workmen's Compensation Act.
- iv. Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971.
- v. Apprentices Act 1961.
- vi. Minimum Wages Act 1948.
- vii. Industrial Disputed Act. 1947.
- viii. Maternity Benefit Act 1961.
- ix. ESI Act.
- x. Payment of Bonus Act.
- xi. Payment of Gratuity Act.
- xii. Any other Act are enactment relating thereto and rules framed there under from time to time.

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.

#### **46. HANDING OVER PROJECT WORK TO THE EMPLOYER**

Handing and taking over report and inventories / statement (in quadruplicate) at handing over shall be prepared. The reports and inventories shall be signed by:

- i. The Contractor (only the relevant papers).
- ii. The Site Engineer, and
- iii. Competent Authority in the Bank.

The following inventories / statements shall be prepared:

- i. Inventory of all equipment's
- ii. Information folders & test reports for installations and as built drawings

The representative on behalf of the Employer associated with this operation, shall be apprised of the importance to carry out periodic inspections (at two months interval) for defects not rectified or fresh ones that crop up and issuing notice for their rectification to the concerned Contractors and the final inspection just before the expiry of the defects liability period.

#### **47. DELINQUENCIES OF CONTRACTORS**

The under noted delinquencies / defaults / misconduct / misdemeanours on the part of bidder or enlisted contract will attract disciplinary action.

- i. Incorrect information about credentials, about his performance, equipment, resources, technical staff etc.
- ii. Non-submission of the fresh / latest Income Tax Clearance certificate.
- iii. Irregular tendering practice.
- iv. Submission of tender containing too many arithmetical errors and freak rates.  
e) Revoking a tender without any valid reasons.
- v. Tardiness in commencing work.
- vi. Poor organization at site & lack of his personal supervision.
- vii. Ignoring Employer's Notices for replacement / rectification of rejected materials, workmanship etc.
- viii. Violating any of the important conditions of contract, i.e. site facilities, insurance, labour laws, ban on subletting etc.
- ix. Lack of promptitude and co-operation in measurement of work and settlement of final account.
- x. Non-submission of vouchers and proofs of purchase etc.
- xi. Tendency towards putting up false and untenable claims.
- xii. Tendency towards suspension of work for frivolous reasons.
- xiii. Bad treatment of labour.
- xiv. Bad treatment of Sub-Contractors (piece workers) and un-business like dealing with suppliers of materials.
- xv. Lack of co-operation with nominated Contractors or Employer's Labour.
- xvi. Contractor becoming Bankrupt or insolvent.
- xvii. Contractor's conviction by a court of law.
- xviii. Failure to satisfactorily rectify defects during Defects Liability period (DLP) and discovery of latent defects in Contractor's work after the expiry of DLP of his contract.

#### **48. DISCIPLINARY ACTION AGAINST (DELINQUENCIES OF) CONTRACTOR**

The award of the under noted disciplinary action shall be considered.

- i. Placing embargo on issue of tenders of temporary suspension from the Employer's approved list.



- ii. Permanent ban on issue of tenders & removal from the Employer's approved list.
- iii. Circulation of the Contractor name to other public Undertaking or Government Department for non- entertainment of this publication for contract work.

#### **49. FORCE MAJEURE**

Any failure or delay by bidder or Bank in performance of its obligations, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of governmental authorities or other events beyond the reasonable control of non-performing Party, is not a default or a ground for termination. The affected Party shall notify the other party within reasonable time period of the occurrence of a Force Majeure Event.

#### **50. SAFTY CODES**

##### **50.1 SCAFFOLDING**

- a. Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work which can be done "safely from ladders" when a ladder is used, it shall be of rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450 mm and a maximum rise of 300 mm. Suitable hand hold of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical).
- b. Scaffolding or staging more than 4M, above the ground floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly bolted, braced or otherwise secured, at least 1M, above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- c. Working platforms, gangways and stairway shall be so constructed that they do not sag unduly or unequally and if the height of the platform, gangway or stairway is more than 4m, above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described in (ii) above.
- d. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1M.
- e. Where ever there are open excavations in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.
- f. Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9M, in length while the width between side rails in rung ladder shall in no case, be less than 290 mm, for ladder

up to and including 3M, in length for longer ladders this width shall be increased at least 20 mm for each additional meter of length.

- g. A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to construction.

## **50.2 OTHER SAFETY MEASURES**

- a. All personnel of the Contractor working within the site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.
- b. 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.

## **50.3 DEMOLITION/ DISMANTLING**

Before any demolition/dismantling work is commenced and also during the process of the work:

- i. No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
- ii. All practical steps shall be taken to prevent danger to persons employed from the risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so over-loaded with debris or materials as to render it unsafe.

## **51. PERSONAL SAFETY EQUIPMENTS**

All necessary personal safety equipment as considered adequate by the Engineer should be kept available for use of the person employed on the site and maintained in a condition suitable for immediate use, and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.

- i. Those engaged in white washing and mixing or stacking or cement bags or any materials, which are injurious to the eyes, shall be provided with protective goggles.
- ii. Those engaged in welding works shall be provided with welder's protective eyesight lids.
- iii. Stonebreakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- iv. The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precaution should be taken:
- a) No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.

- b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
- c) Overalls shall be supplied by the Contractor to the workman and adequate facilities shall be provided, to enable the working painters during the execution of work.
- v. When the work is done near any public place where there is risk of drowning all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

## **52. RELATIONSHIP BETWEEN PARTIES:**

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

## **53. PUBLICITY**

In connection with the transactions contemplated by this engagement each Party agrees that it will not use other Parties' name, marks, symbols, or logos in any advertising, promotional material, press release, publication, public announcement, or through other media, whether written or oral, without the prior written consent of such other Party.

## **54. NON-EXCLUSIVITY:**

It is expressly agreed that the engagement between the parties, shall be on a non-exclusive basis. Bank reserves its right to appoint/engage one or more contractors/agencies/service providers to provide like services or/and work concurrently during the currency of engagement.

## **55. OTHER TERMS & CONDITIONS:**

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

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

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

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

### **SPECIAL CONDITIONS FOR CONTRACT**

1. The bidder shall acquaint himself with the proposed site of work before quoting his rates. The contractor should note and bear in mind that the Bank shall bear no responsibility for the lack of acquaintance of site and other conditions or any information relating thereto or on their part.
2. If for any reasons, any part of the site is not available temporarily for some time for part of the work under the contract, the agreed construction schedule shall be suitably modified and contractor shall diligently divert his men and materials to utilize them appropriately, profitably and no claim of damages whatsoever shall be entertained on this account. However, the contractor shall be allowed Extension of Time for completing the work as deemed fit by the competent authority. The contractor shall also not be entitled to any compensation for any loss suffered by him and revision in the rates quoted by him.
  - a) On account of delay in commencing the work by the contractor.
  - b) On account of reduction in the scope of work.
  - c) On account of suspension of work or abandoned after award of work.
3. The contractor shall provide, at his own cost instruments for weighing and measuring purpose at the site of work as may be necessary for execution of the work.
4. The contractor shall construct a sample unit of different activities complete in all respect as per the directions of the Bank. This sample unit shall be got approved from the Bank before commencing the work.
5. The contractor shall take care of all safety precautions pertaining to construction of work, such as scaffolding, ladder, working platforms, gangways, electric arc/ gas welding, use of hoist and construction machinery.
6. On account of security consideration, some restrictions may be imposed by the security staff on the working and/ movement of men and materials etc. The contractor shall be bound to follow all such restrictions/ instructions and he shall organize his work accordingly. No claim on this account, whatsoever, shall be payable.
7. The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused to existing/ new work due to negligence on his part. No hindrance shall be caused to traffic during the execution of the work.
8. The contractor shall be responsible for the watch and ward of all materials brought by the contractor to site against pilferage and breakage during the period of installation and thereafter till the works are physically handed over to the Bank.
9. The contractor shall take all preventive measures against any such damage caused by rain, snowfall, floods or any other natural calamity, whatsoever during the execution of the work. The contractor shall be fully responsible for any damage to the owner's property and to the work for which the payment has been advanced to him under the contract.

10. The work will be carried out in the manner complying, in all respects, with the requirements of relevant bye-laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Bank and nothing extra shall be paid on this account.
11. The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which may be liable.
12. The contractor shall give due notices to Municipal, Police and/or other authorities that may be required under the law/rules under force in the area and obtain all requisite licenses for temporary obstructions / enclosures and pay all charges which may be leviable on account of his execution of work under the agreement. Nothing extra shall be payable on this account.
13. All materials to be incorporated in the work shall be arranged by the contractor and shall be in accordance with the specifications laid down. Samples of all items are to be fabricated by the Contractor prior to taking up the mass production. These samples are to be got approved by them from the Bank before proceeding for mass production.
14. The bidder shall use materials bearing ISI Certification Mark unless otherwise specified or allowed in writing by the Bank. Any material banned by the Bank shall not be used in the work.
15. The contractor shall submit to the Bank, samples of all materials for approval. Such samples of materials which affect aesthetics of the work shall also be got approved from the Bank before procuring bulk supplies. These approved samples shall be preserved and retained in the custody of the Bank as standards of materials till the completion of the work. The cost of such samples shall be borne by the Contractor and nothing shall be payable on this account over the Agreement rates.
16. The contractor shall be required to get all the necessary mandatory and other tests as per the specifications/ IS codes, carried out on materials/ work from an approved laboratory as per the direction of the Engineer-in-charge. The testing charges and conveyance from the site shall be borne by the contractor.
17. In case any material / work is found sub-standard, the same shall be rejected by the Bank and the same shall be removed from the site of work within 48 hours, failing which the same shall be got removed by the Bank at the risk and cost of the contractor without giving any further notice and time. In order to ensure quality of work during its execution, the Bank may require samples for mandatory or routine testing of materials. All costs of these samples, their packaging, conveyance from the site to the testing laboratory and return, shall be borne by the contractor.
18. Even ISI marked materials may be subjected to quality test at the discretion of the Bank. Whenever ISI marked materials are brought to the site of work the contractor shall, if required by the Bank, furnish manufacturer's test certificate or test certificate from approved testing laboratory to establish that the materials procured by the contractor, satisfy the provisions of relevant ISI codes. The testing charges shall be borne by the contractor.



19. The contractor shall supply free of charge the material required for testing. The cost of tests shall be borne by the contractor.
20. The work shall be executed and measured in metric system. The metric dimensions given in the schedule of quantities and drawing etc. shall be followed. (The dimension in FPS units wherever indicated are for guidance only). The figures in the drawings shall be followed.
21. The contractor shall be responsible for completing the work and for satisfying all terms and conditions of the Contract without any extra payment over his quoted rates unless otherwise specified. The contractor shall quote his rate for various items of work accordingly and no claim whatsoever shall be entertained for any incidental or extra work involved in the execution of the work as per nomenclature of the item and the specifications indicated in the tender documents.
22. Subject to the nomenclature of the item as per schedule of quantities, the specification indicated in the tender documents, the rates quoted shall include cost of all materials including royalty and taxes if any, labour, sundry inputs, execution of work at all heights, levels, pattern and design for all leads, lifts and depths including overhead charges and contractor's profit. Nothing extra shall be paid on this account.
23. The rate shall be inclusive of making design, pattern and execution of work as per Architectural drawings, at all levels and heights.
24. Other agencies doing works related with this project will also simultaneously execute the works and the contractor shall afford necessary co-ordination for un-hindered completion of these sub-works.
25. The contractor shall give a satisfactory performance test of installations individually and as a whole to ensure their proper functioning before the work is finally declared and completed and accepted.
26. The contractor shall continue to maintain watch and ward to safeguard the Owner's property in his possession until the same is formally handed over as per directions of the Engineer-in-charge. Nothing extra over agreement rates shall be paid on this account.
27. All tools, plants and measuring or weighing equipment shall be arranged by the contractor himself and nothing extra shall be paid to the contractor on this account.
28. The quantities of various items incorporated in the tender are approximate. However, the payments shall be made to the contractors on the basis of actual measurements taken at site.
29. The contractor shall protect the adjoining buildings or works and the work under execution from fire and shall make adequate arrangements for fire protection and firefighting and if any property is damaged, by fire due to the negligence of the contractor, the same shall be made good by the contractor at his own cost, to the entire satisfaction of Engineer-in charge.

30. The contractor shall provide adequate lighting arrangements as approved by the Bank for carrying out the work during night time, if so required and also provide all other facilities for the labour employed to carry out the work as per direction of Bank.
31. In order to achieve the targeted date of completion the contractor may have to work in multiple shifts, round the clock including public and gazetted holidays and nothing extra shall be paid on this account.
32. All materials, articles and workmanship shall be of respective best quality and kind for the class described in the schedule of quantities and specifications. All materials, so used in different items of work shall be subject to the approval of the Bank.
33. The contractor shall be responsible for all statutory provisions and deductions towards ESI, PF or any other, as the case may be or any other levies and taxes shall be borne by the contractors. The TDS or any other statutory levels/taxes incorporated from time to time shall be deducted progressively from the running account bills, as applicable at the time of payment. No claim in this regard shall be entertained.
34. The contractor is supposed to abide the minimum wages act, and shall produce all records to the Engineer-in-charge or any other statutory authority as and when called for. The Engineer- in-charge does not hold any responsibility on account of any lapses in this regard.
35. No extension of time shall be granted to the contractor on account of rains or inclement weather conditions.
36. For any clarification/ doubt, the Bank may organize regular meetings with Contractor. The contractor shall attend such meetings invariably as and when required.
37. In respect of the work of other agencies, where the commencement or progress of such work of any other agency is dependent upon the completion of particular portions of the contractor's work or generally upon the contractor maintaining progress in accordance with the approved coordinated construction programme, it shall be the responsibility of the Contractor to complete such portions and maintain such progress.
38. The contractor shall have to do all drilling of holes and cutting of walls, chases or other elements of the building for the complete and proper installation of the pipe lines/ ducts and other equipments by using electrically operated tools such as drills/ chases cutting machine etc. Manual drilling or chiseling or cutting shall be permitted on special request only. Prior permission for the same is to be obtained from the Bank.
39. No chiseling or cutting or drilling of RCC columns, beams, girders and other principal structural members shall be done unless prior permission has been granted by the Bank in writing.
40. It shall be the responsibility of the Contractor to safeguard the site and ensure that no illegal encroachments are made by outside elements within the area allotted to the contractor. Upon completion of the work or earlier as required by Bank, the contractor shall vacate the land totally without any reservation.



41. The security of workmen, materials, equipment stores etc. within the area allotted to the contractor shall be the responsibility of the contractor.
42. The site of work shall have required equipments for various tests at site by the contractor at his own cost and nothing extra shall be payable on this account.
43. The contractor shall arrange following minimum plant and equipments at site for the execution of work. These may have to be increased depending on the requirement site.
44. The quantities indicated are for guidance only however it may vary to any extent and the contractor should not have any financial or other implications for such variations. The Bank reserves the right to reduce the scope of work of any item if the contractor fails to deliver the works in time and the contractor shall not ask for any financial consideration for such deletion of scope of the work.
45. Any extra item shall be worked out as actual cost of the materials and actual cost of the labour plus 15% as overhead and profit. The decision of the Bank will be conclusive and final binding on the contractor.
46. The contractor shall take photographs of site prior to commencement of work, during construction and after completion of work as suggested and shall submit the photographs in soft and hard copies to Bank for which no extra payment will be made.
47. If required and directed by the Bank, contractor shall arrange visits of his personnel comprising of Bank's representative to various places/ plants to check and verify the quality of material at manufacturer's places. No extra cost shall be given for this to contractor.
48. Layout of works shall be got checked by the Bank & only then further work shall be taken by after approval.
49. The work should be carried out as per latest CPWD specification and as per the standard engineering practice. All measurements shall be made as per CPWD norms.
50. Site should be cleaned every day and all the unusable material/malba shall be removed from the site and unusable materials shall be stacked properly so that there is no hindrance for staff and public failing which bank will remove the same at their level and suitable amount shall be recovered from the contractor's bill.
51. The contractor shall be required to maintain the coordination with the Bank's representative, if required.
52. No old / dismantled material shall be used by the contractor in the work under any circumstances. Unless otherwise specified or under instruction of the bank.
53. Dismantling & taking away includes the disposal of unserviceable material / malba to approved municipal yard.

54. The Contractor shall comply with the provisions of Contract, Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act and all other Labour Laws and other Statutory Regulations (both Central and State) that may be enforced from time to time by the appropriate authorities. Bank shall not be held responsible for any penalty on failure of any Labour Regulations. Bank shall have the power to inspect the Wage Register and for physical verification of salary paid to the staff with reference to any records of the Contractor and to insist the Contractor to comply with Laws.
55. Contractor should obtain necessary permission that may be required for the purpose of this Contract from such authorities as may be prescribed by Law from time to time.
56. Contractor or his authorized representative should visit the site frequently as required by the Bank and meet Bank's Representative with prior appointment for any clarifications and to receive instructions, take measurements, etc. at the site.
57. The Contractor should arrange to issue photo identity card to his workers.
58. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to Bank in kind or cash will be viewed seriously and Bank will have the right to claim damages or levy fine and / or terminate the Contract forthwith, if necessary.
59. In case of any default or failure on Contractor's part to comply with all / any one of the Terms/ Conditions, Bank reserves to itself the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Contractor and / or by taking recourse to appropriate recovery proceedings.
60. Keeping the area clean and removal of debris: Contractor shall arrange to dispose of debris, any other waste product created while carrying out the work, outside Bank's premises. The Contractor shall take due care while disposing of such waste materials and ensure that any rules / regulations laid down by Municipal Corporation or any other statutory body are not violated. The Contractor shall be responsible and answerable to any complaint arising out of improper disposal of waste material. Quoted rates shall involve the cost of same and no extra payment shall be made towards this account.
61. It is mandatory to provide purchase voucher of the material where basic rates are given in BOQ. However, Bank may instruct the contractor to submit purchase voucher/test certificate of any material.
62. BOQ nomenclature shall prevail over any drawing/detail.
63. The specifications for the entire work shall be in accordance with latest CPWD specifications and latest IS codes. Whenever these codes are silent, the same shall be governed by sound engineering practice and the decision of the Bank in matter of interpretation shall be final and binding on the contractor.

64. Electricity & Water will be arranged by Contractor at his own cost. Further necessary arrangement/extension, if required, shall be done by the contractor at his own cost with the approval of Bank.
65. The contractor shall take all preventive measures against any such damage caused by rain, snowfall, floods or any other natural calamity, whatsoever during the transportation of the material. The contractor shall be fully responsible for any damage to the owner's property and to the work for which the payment has been advanced to him under the contract
66. The contractor has to use their own good quality packing material, like gunny bags, packing tape, Sutli, cardboard carton, thermocole sheets etc for safe and secure transportation of the material. All items are to be neatly packed.
67. All Responsibility of taking necessary permission from Local Traffic Police Authorities and during transit for shifting shall be of the successful Bidder.
68. Responsibility for damage/theft/loss etc. of goods during shifting or physical injury to any of its labour or staff in loading/unloading shall be of the successful Bidder.
69. The damage caused, if any, to the property of the Bank through negligence or otherwise during packing, loading, while on transit, unloading, unpacking and while taking to designated locations, shall be at risk and responsibility of the successful Bidder. The financial or any other loss suffered by the Bank on this account shall be made good by the successful Bidder within 7 days of raising such issues by Bank.

(Annexure – I)

**APPLICATION FORM**

1. Name of the organization :

2. Address :

3. Name, Telephone Nos. including Mobile :  
and e-mail id of contact person

4. Fax No. :

5. Constitution of the Firm  
(whether Public or private company  
/firm / Proprietary) :

6. Year of Establishment:  
(Supporting document to be submitted)

7. Whether registered with the Registrar of  
Companies/ Registrar of firms.  
(if so, mention number and date and  
supporting documents to be submitted) :

8. Registration with Govt. Authorities:

- Income-tax (PAN) No. :
- Goods & Service tax no. (GST) :
- EPF Regn. No. :
- ESI Regn. No. :

9. Names of Directors / Proprietor /  
Partners / Associates:

10. Bio-data of Directors / Partners /  
Associates, Details may be given in the  
format mentioned below :

11 Amount of service tax paid year-wise  
during last 3 financial years ending  
31.03.2019 :

12. Details of 'Similar' works completed during the last 7 years. :  
(Details may be given in the enclosed format – Annexure VI)

13. Details of 'Similar' works on hand Under execution / awarded. :  
(Details may be given in the enclosed format - Form 'VII')

14. List of Professionals / Technical / Non-technical Personnel employed permanently :  
(Details may be given in the enclosed format - Form 'VIII')

15. Details of Plant & Machinery / Manufacturing unit/ tools / equipments owned by the company :  
(Details may be given in the enclosed format - Form 'G')

16. Banker's Name & address:

17. Latest Income Tax Clearance Certificate: (to be enclosed)

18. List of empanelment / enlistment / registration with other Organizations / statutory bodies etc. (If so, furnish their names, category and date of registration:

19. Annual turnover for the last 3 financial years (year-wise) ending 31.03.2019:

20. Detailed list of Offices/ Branches/ Authorized Service centers in Metro Cities (Supporting documents to be submitted to prove the presence). :

21. Name and address of the persons who will  
be in a position to certify about the quality  
as well as performance of your firm :

**Note:** Please enclose separate sheets for additional information, photographs, and  
documents.

Signature of the applicant with seal

Date:

Place:

(Annexure – II)

**LETTER OF TRANSMITTAL**

To,

Chief Manager,  
Head Office: GSAD,  
Punjab National Bank,  
E-Wing 1<sup>st</sup> Floor, Plot No – 4,  
Sector -10, Dwarka,  
New Delhi – 110075

**Sub: Submission of Tender for SITC of Flex and Vinyl on existing Glow Sign Boards at Banks Premises on Pan India/ Regional Basis.**

Sir,

Having examined the details given in Press Notice and Tender document for the above work, I/ we hereby submit the relevant information.

1. I/We here by certify that all the statement made and information supplied and accompanying statement are true and correct.
2. Furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. Submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible similar works:-

| S.N. | Name of work | Amount | Certificate issued by |
|------|--------------|--------|-----------------------|
| 1.   |              |        |                       |
| 2.   |              |        |                       |
| 3.   |              |        |                       |

“Certify that the information given in the enclosed eligibility Tender is correct. It is also certified that I/ we shall be liable to be debarred, disqualified/ cancellation of enlistment in case any information furnished by me/ us found to be incorrect.”

Enclosures:

Date of submission



(Annexure – III)

**FINANCIAL INFORMATION**

Name of the firm / manufacturer.....

I. Financial Analysis details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last five years duly certified and audited by the Chartered Accountants, as submitted by the APPLICANTS' to the Income Tax Department (Copies to be attached).

Fig in Lakhs ₹.

| S. No | Particulars              | F.Y. 2016-2017 | F.Y. 2017-2018 | F.Y. 2018-2019 |
|-------|--------------------------|----------------|----------------|----------------|
| i)    | Gross Annual Turnover    |                |                |                |
| ii)   | Turnover on similar Work |                |                |                |
| iii)  | Profit/Loss              |                |                |                |

II. Financial arrangements for carrying out the proposed work.

Signature of Chartered Accountant  
With Name, Regd. No. & Stamp

**(Annexure IV)**

**DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED DURING THE  
LAST SEVEN YEARS ENDING PREVIOUS DAY OF LAST DATE OF SUBMISSION  
OF Tender**

Name of the firm / Supplier.....

| Sl. No. | Name of work / project and location | Owner or sponsoring organization | Cost of work in Lacs | Date of commencement as per contract | Stipulated date of completion | Actual date of completion | Litigation/ arbitration case spending/ in progress with details* | Name and Address (Postal & E-mail)/ telephone number of officer to whom reference may be made | Whether the work has been done on back to back basis Yes / No |
|---------|-------------------------------------|----------------------------------|----------------------|--------------------------------------|-------------------------------|---------------------------|--|---|---|
|         |                                     |                                  |                      |                                      |                               |                           |  |   |   |
|         |                                     |                                  |                      |                                      |                               |                           |  |   |   |
|         |                                     |                                  |                      |                                      |                               |                           |  |   |   |
|         |                                     |                                  |                      |                                      |                               |                           |  |   |   |

\*indicate gross amount claimed and amount awarded by the Arbitrator.

(Annexure – V)

**PERFORMANCE REPORT OF WORKS REFERRED IN Annexure IV**

|        |   |   |
|--------|---|---|
| 1.     | Name of work/ Project & Location  |   |
| 2.     | Agreement No.   |   |
| 3.     | Estimated Cost  |   |
| 4.     | Tendered Cost   |   |
| 5.     | Date of Start   |   |
| 6.     | Date of completion  |   |
|        | i) Stipulated Date of Completion<br>(as mentioned in work order )               |   |
|        | ii) Actual Date of Completion   |   |
| 7.     | a) Whether case of levy of compensation<br>for delay has been decided or not.   | Yes / No  |
|        | b) If decided, amount of compensation<br>levied for delayed completion, if any. |   |
| 8.     | Performance Report  |   |
|        | 1) Quality of Work  | Outstanding/ Very Good/ Good/ Poor                  |
|        | 2) Financial Soundness  | Outstanding/ Very Good/ Good/ Poor                  |
|        | 3) Technical Proficiency  | Outstanding/ Very Good/ Good/ Poor                  |
|        | 4) Resourcefulness  | Outstanding/ Very Good/ Good/ Poor                  |
|        | 5) General Behavior   | Outstanding/ Very Good/ Good/ Poor                  |
|        |   |   |
| Dated: |   | Executive Engineer ,<br>Or<br>Equivalent with stamp |

(Annexure – VI)

**ORGANISATIONAL STRUCTURE**

|    |  |              |
|----|--|--------------|
| 1. | Name & Address of the applicant  |              |
| 2. | Telephone No./ E-mail id / Telex No./ Fax No.  |              |
| 3. | Legal status of the applicant (attach copies of original document defining the legal status).  |              |
|    | a) An Individual   |              |
|    | b) A proprietary firm  |              |
|    | c) A firm in partnership   |              |
|    | d) A limited company or Corporation  |              |
| 4. | Particulars of registration with various Government bodies (attach attested photo-copy).   |              |
|    | ORGANIZATION/PLACE OF REGISTRATION NO.   | REGISTRATION |
|    | 1.   |              |
|    | 2.   |              |
|    | 3.   |              |
| 5. | Names and Titles of Directors & Officers with designation to be concerned with this work.  |              |
| 6. | Designation of individuals authorized to act for the organization.   |              |
| 7. | Has the applicant or any constituent partner in case of partnership firm limited company/ joint venture, ever been convicted by a court of law? If so, give details. |              |
| 8. | Any other information considered necessary but not included above.   |              |
| 9. | Signature of applicant(s) with stamp   |              |

(Annexure – VII)

**REGIONS WHERE APPLICANT WANT TO APPLY\***

| <b><u>S. No.</u></b> | <b><u>Regions with Command Areas</u></b>  | <b><u>Tick the areas where applicant want to apply</u></b> | <b><u>Reference of Value of Work Order Attached</u></b> |
|----------------------|---|--|---|
| 1.                   | <b><u>North Region covering:</u></b><br>Delhi (NCT), Haryana, Punjab, Uttar Pradesh, Himachal Pradesh, J&K, Ladakh, Chandigarh, Uttarakhand |  |   |
| 2.                   | <b><u>South Region covering:</u></b><br>Andhra Pradesh, Telangana, Tamil Nadu, Kerela, Karnataka  |  |   |
| 3.                   | <b><u>East Region covering:</u></b><br>7 North East States, Sikkim, West Bengal, Bihar, Jharkhand, Odisha, Andamana & Nicobar Islands       |  |   |
| 4.                   | <b><u>West Region covering:</u></b><br>Gujarat, Rajasthan, Maharashtra, Goa, Dam & Diu  |  |   |
| 5.                   | <b><u>Central Region covering:</u></b><br>Madhya Pradesh, Chattishgarh  |  |   |

**Note:** \*Application for applied areas will only be considered for which proof of presence are enclosed.

- Toll free No. for call/ complaint logging: \_\_\_\_\_
- E-mail Id for logging the case:\_\_\_\_\_
- Details required for lodging the complaint:\_\_\_\_\_

(Annexure VIII)

**COMPLIANCE STATEMENT**

**Reg: Tender For SITC of Flex and Vinyl on existing Glow Sign Boards at Bank's Premises on Pan India/ Regional Basis**

| <b>Compliance</b>    | <b>Description</b>  | <b>Compliance (Yes/ No)</b> |
|----------------------|---|-----------------------------|
| 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 NIT (Any deviation may result in disqualification of bids) |                             |
| Scope of work        | We certify that the services offered by us for NIT confirm to the Scope of work stipulated by you (Any deviation may result in disqualification of bids)  |                             |

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

Signature of Authorized

Place: \_\_\_\_\_

Signatory Name of Signatory:

Designation



(Annexure IX)

**DETAILS OF PLANT & MACHINERY, MANUFACTURING UNITS,  
TOOLS AND EQUIPMENTS LIKELY TO BE USED IN CARRYING OUT  
THE WORK.**

| Sr.<br>No | Name of the<br>Tools/<br>Machinery/<br>Equipment | Unit | Make /<br>Model /<br>Capacity<br>or Type | Age<br>in<br>years | Condition<br>of the unit | Ownership Status (mention the<br>quantity) |                    |        | Current<br>location | Remarks |
|-----------|--|------|--|--------------------|--------------------------|--|--------------------|--------|---------------------|---------|
|           |  |      |  |                    |                          | Presently<br>owned                         | To be<br>purchased | Leased |                     |         |
| 1         | 2  | 3    | 4  | 5                  | 6                        | 7  | 8                  | 9      | 10                  | 11      |
|           |  |      |  |                    |                          |  |                    |        |                     |         |
|           |  |      |  |                    |                          |  |                    |        |                     |         |
|           |  |      |  |                    |                          |  |                    |        |                     |         |
|           |  |      |  |                    |                          |  |                    |        |                     |         |
|           |  |      |  |                    |                          |  |                    |        |                     |         |
|           |  |      |  |                    |                          |  |                    |        |                     |         |

(Annexure – X)

**DRAFT AUTHORISATION STATEMENT**

(To be issued only by the OEMs approved in the Tender)

The Chief Manager  
General Services Administration Division  
Punjab National Bank Head Office Building,  
1<sup>st</sup> Floor, East Wing,  
Plot No – 4, Sector -10,  
Dwarka, New Delhi -110075

Dear Sir,

Reg: **SITC of Flex and Vinyl on existing Glow Sign Boards at Bank's Premises on Pan India/ Regional Basis**

We refer to Tender floated by you for the captioned project of Punjab National Bank regarding SITC of Flex and Vinyl on existing Glow Sign Boards at Bank's Premises on Pan India/ Regional Basis.

We are informed by Bidder that the Bidder is participating in the bidding process specifically for the above-mentioned Project.

As desired by you, we Flex & Vinyl (hereinafter referred to as "Manufacturer"), a company duly organized under the law of India and having its Registered office at ..... permit Converter/ Bidder M/s. ....(hereinafter referred to as "Converter" or "Bidder") with principal business address at ..... to supply the Flex & Vinyl ("Products") for the Project as per General sales terms and conditions of Manufacturer.

In this connection, we hereby confirm/submit as under:

Converter/bidder M/s. ....is permitted/ authorized to supply the Flex & Vinyl products as per the General sales terms and conditions of Manufacturer. Bidder has used the Products sold by the Manufacturer earlier also. The Bidder is having experience with us with satisfactory performance.

If the captioned work is awarded to our above named bidder, we are assuring/ willing to supply Flex & Vinyl Products to Bidder according to the General sales terms and conditions of Manufacturer ("Contractual Documentations") for the Project.

We further confirm that we shall provide specified warranty certificates for the Products according to mutually agreed Contractual Documentations. All such certificates shall be signed by the Authorized Signatory as well as the Bidder.

We confirm that in case the above named Converter/ Bidder is not able to supply the Flex & Vinyl Products for the Project during the contract period, then at our cost and at the prior request of the Bank, we will recommend the name of another converter/ bidder

for completion of supply of Flex & Vinyl Products in the Project under the same terms and condition.

We shall provide the warranty of the Products to the Bidder for the Project as per the agreed Contractual Documentations with Bidder.

Yours faithfully,

(Authorised Signatory)

**(Annexure – XI)**

**DETAILS OF LITIGATION / ARBITRATION CASES RESULTING FROM THE  
CONTRACTS EXECUTED IN THE LAST SEVEN YEARS OR CURRENTLY  
UNDEREXECUTION**

| Year | Award for or<br>against<br>Applicant | Name of<br>Client | Cause of<br>Litigation and<br>Matter of Dispute | Disputed<br>Amount | Actual<br>Awarded<br>Amount |
|------|--------------------------------------|-------------------|---|--------------------|-----------------------------|
|      |                                      |                   |   |                    |                             |
|      |                                      |                   |   |                    |                             |
|      |                                      |                   |   |                    |                             |

(Add separate sheet if required)

**Notes:**

1. Information has to be filled up specifically in this format.
2. Indicate other points, if any, to show your technical competence to indicate any important point in your favour.

(Annexure – XII)

**DECLARATION REGARDING NEAR RELATIVES WORKING IN THE  
PNB, OBC & UBI**

| Name of<br>Bank Staff<br>Related to<br>Applicant | Designation | Office/Branch & Place of<br>Posting | Relation with the<br>Applicant |
|--|-------------|-------------------------------------|--------------------------------|
|  |             |                                     |                                |
|  |             |                                     |                                |
|  |             |                                     |                                |

(Add separate sheet if required)

Notes:

1. Information has to be filled up specifically in this format.
2. Indicate other points, if any, to show your technical competence to indicate any important point in your favour.

(Annexure – XIII)

**Details of Key Personnel (Permanent Employee), Giving Details About Their  
Technical Qualification & Experience Including Their In-House establishment**

| S.<br>No. | Name | Qualific<br>ation | Experience | Particulars<br>of Work<br>Done | Employed<br>in Your<br>Firm Since | Any Other<br>Informatio<br>n |
|-----------|------|-------------------|------------|--------------------------------|-----------------------------------|------------------------------|
|           |      |                   |            |                                |                                   |                              |
|           |      |                   |            |                                |                                   |                              |
|           |      |                   |            |                                |                                   |                              |
|           |      |                   |            |                                |                                   |                              |

(Add separate sheet if required)

Notes:

1. Information has to be filled up specifically in this format.
2. Indicate other points, if any, to show your technical competence to indicate any important point in your favour.



(Annexure XIV)

**Installation Report**

|     |   |  |
|-----|---|--|
| 1.  | Vendor's Name   |  |
| 2.  | Project/ Tender Name/ Ref. No.  |  |
| 3.  | Work Oder No. & Date  |  |
| 4.  | Invoice NO. & Date  |  |
| 5.  | Location (Region, State, City, PIN Code)  |  |
| 6.  | Name of Branch/ ATM (Location/ Sol. No)   |  |
| 7.  | Type of Work executed (New Signage/ Replacement of Existing Vinyl/ Felx)        |  |
| 8.  | Make Of Vinyl/ Flex   |  |
| 9.  | Area of Vinyl/ Flex (in sq ft) used   |  |
| 10. | Min. 3 yr Warranty from OEM of Vinyl/ Flex                                      |  |
| 11. | Educating branch officials on Do's and Don'ts for proper maintenance of Signage |  |
| 12. | Any other Remarks   |  |

Signature of Branch/ ATM/ Office Dealing Official with Seal:.....

Signature of 2<sup>nd</sup> Man.....

Name:...../ .....

Designation:...../ .....

Date:.....

**Make Of Material**

| S. No. | Material                  | Approved Make |
|--------|---------------------------|---------------|
| 1.     | Flexible Substrate/ Vinyl | 3M, Avery, LG |

PUNJAB NATIONAL BANK

**Check-List**

| <b>S.<br/>No.</b> | <b>Description of Document</b>  | <b>Yes/<br/>No/ NA</b> | <b>Page<br/>No.</b> |
|-------------------|---|------------------------|---------------------|
| 01.               | Signed & stamped all Pages of the Tender Doc. & Corrigendum   |                        |                     |
| 02.               | Regions Where Applicant Want To Apply   |                        |                     |
| 03.               | DD/ Receipt of Tender Fee & EMD   |                        |                     |
| 04.               | Copy of PAN, EPF, ESIC, GST Regd.   |                        |                     |
| 05.               | Letter of Submitting Tender   |                        |                     |
| 06.               | Annexure I – Application Form   |                        |                     |
| 08.               | Annexure II – Letter of Transmittal   |                        |                     |
| 09.               | Annexure III - Financial Information  |                        |                     |
| 10.               | Annexure IV - Details of Eligible Similar Nature Works Completed  |                        |                     |
| 11.               | Annexure V - Performance Report of Works  |                        |                     |
| 12.               | Annexure VI – Organizational Structure  |                        |                     |
| 13.               | Annexure IX - Compliance Statement  |                        |                     |
| 14.               | Annexure X – Details Of Plant & Machinery   |                        |                     |
| 15.               | Annexure XII – Details of Litigation/ Arbitration Cases   |                        |                     |
| 16.               | Annexure XIII – Declaration Regarding Near Relatives  |                        |                     |
| 17.               | Annexure XIV - Details of Key Personnel   |                        |                     |
| 18.               | Project/ Tender Specific Authorization Letter from OEM/s  |                        |                     |
| 19.               | Executive Engineer/ Project Manager certified certificate (as per S. No. 3.7, Page 19-20)                     |                        |                     |
| 20.               | CA Certified Annual Turnover documents for last three FY  |                        |                     |
| 21.               | Power of attorney/ board resolution in favour of authorized person signing the Bid documents                  |                        |                     |
| 22.               | Similar works executed in last 7 Years along with cost & other details and Support Documents                  |                        |                     |
| 23.               | Company's profile on the letter head bearing full address along with self attested proof of all the documents |                        |                     |
| 24.               | Certificate of Incorporation & Partnership Deed (if applicable)   |                        |                     |
| 25.               | Undertaking in regard to Not blacklisted/ barred  |                        |                     |
| 27.               | OEM Verified Certificates/ Test Reports for Flex/ Vinyl, etc  |                        |                     |
| 28.               | Bill of Quantity (BOQ) – Online Only  |                        |                     |

**Note:** The above list is only illustrative and not exhaustive. No cell must be left blank. It shall be filled as per submission of document/ applicability viz. Yes/ No/ Not Applicable (NA)

**Bill Of Quantity (BOQ) – To be Submitted On-line Only**

| S. No | Item  | Unit | Quantity | Rate (₹) in fig.                | Amount (₹) in fig               |
|-------|---|------|----------|---------------------------------|---------------------------------|
| 1.    | <p>Removal of glow sign board from its position and removal of flex and vinyl from existing glow sign board using scaffolding all complete including its disposal to approved municipal yard as per satisfaction of the Bank.</p> <p>Supplying, Installation, Testing &amp; Commissioning of Flex and Vinyl of approved make having guarantee of minimum 3 years on existing glow sign board/ frame etc. all complete using scaffolding and reinstalling it in position with following technical specifications:</p> <p>i) Flexible substrate: It shall be of Bank's approved make having minimum weight 610 GSM. It shall have light transmission 20-30%. Tensile weft shall be of min. 24 kg/cm. The service temperature ranges up to -20°C to +65°C. Yarn shall be of 500 x 500 Denier.</p> <p>ii) Vinyl: It shall be of Bank's approved make. The film shall be translucent vinyl. It shall have min. adhesion strength of 700 N/m. The service temperature ranges up to -30°C to +65°C. The thickness (including adhesive) shall be of min. 0.085mm. Liner shall be of min. 140 GSM. Adhesive type shall be acrylic solvent and adhesive color shall be clear.</p> <p>iii) Graphics: Graphics shall be computer plotter cut of Bank's approved colour and font scheme.</p> |      |          | <b>To be quoted online only</b> | <b>To be quoted online only</b> |
| 1.a   | North Region  | Sqm  | 8300     | <b>To be quoted online only</b> |                                 |
| 1.b   | South Region  | Sqm  | 2000     |                                 |                                 |
| 1.c   | East Region   | Sqm  | 10000    |                                 |                                 |
| 1.d   | West Region   | Sqm  | 3100     |                                 |                                 |
| 1.e   | Central Region  | Sqm  | 1200     |                                 |                                 |

**#Note1: The rate/s shall be inclusive of GST**

**#Note2: The bidder must write "NA" (Not Applicable) in the Rate & Amount Column/s, against the region/s for which the bidder is not applying for.**