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# Punjab & Sind Bank

(A Govt. of India Undertaking)

*Where service is a way of life*

**E-TENDER FOR CIVIL, FURNISHING, ELECTRICAL AND  
ALLIED WORKS OF PUNJAB & SIND BANK, BRANCH  
(INCLUDING ATM) AT DORAHA, LUDHIANA**

**E-TENDER REFERENCE NO:**

**PSB/RO/ LUDHIANA/PREMISES/TENDER/7/2026-27**

<b>Date of issue of E-Tender</b>	<b>20.06.2026</b>
<b>Bid Submission Start Date</b>	<b>20.06.2026 by 11:00 AM</b>
<b>Pre- Bid Meeting Date</b>	<b>01.07.2026 at 12:30 PM</b>
<b>Bid Submission End Date</b>	<b>10.07.2026 up to 05:00 PM</b>
<b>Technical bid opening date</b>	<b>13.07.2026 at 11:30 AM</b>
<b>Financial Bid Opening date</b>	<b>Will be informed subsequently to technically qualified bidders.</b>

**Regional Office: Punjab & Sind Bank, Regional Office, 5<sup>TH</sup> Floor,**

**Noble Enclave, Bhai Bala Chowk, Ludhiana-141001**

**E-mail: [Rohit.Oberoi@psb.bank.in](mailto:Rohit.Oberoi@psb.bank.in), [Ro.Ludhiana@psb.bank.in](mailto:Ro.Ludhiana@psb.bank.in)**

**Phone No. 9639076014**

**ARCHITECT:**

**M/s BAJAJ AND ASSOCIATES**

Aman Nagar, Opp. DMW workshop  
Patiala

PH:-98970-66906, 0132-2724396

Email:- Manmeet225@yahoo.com

The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP Document and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever and without any cost or compensation therefore.

This document is prepared by Punjab & Sind Bank for Civil, Interior Furnishing, Electrical, Data Cabling and Allied Works at PSB DORAHA Branch at Ludhiana. It should not be reused or copied or used either partially or fully in any form.

### **Disclaimer**

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by Punjab & Sind Bank or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The RFP is not an offer by Punjab & Sind Bank, but an invitation for bidder's responses. No contractual obligation on behalf of Punjab & Sind Bank, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of Punjab & Sind Bank and the selected Bidder.

**E-TENDER FOR THE INTERIOR FURNISHING, ELECTRICAL, DATA CABLING, AIR-CONDITIONING AND ALLIED WORKS OF PUNJAB & SIND BANK BRANCH AT DORAHA, LUDHIANA**

E-Tender reference	<b>PSB/RO/ LUDHIANA/PREMISES/TENDER/7/2026-27</b>
Date of issue of RFP	<b>20.06.2026</b>
Address of Premises	<b>DORAHA, Ludhiana-141421</b>
Earnest money deposit	Earnest money deposit of Rs. 38,000/-(Thirty Eight Thousand only) (EMD Refundable) in the form of Demand Draft by any commercial Bank in India favoring “Punjab & Sind Bank ” payable at LUDHIANA must be submitted. The EMD shall be submitted in a separate cover superscripted "EMD for the interior furnishing & Allied works of Punjab & Sind Bank, Branch at Doraha, Ludhiana. Earnest money deposit to reach the address: Punjab & Sind Bank, Regional Office, 5 <sup>th</sup> Floor, Noble Enclave, Bhai wala Chowk, Ludhiana-141001 on or before 10.07.2026 by 4 pm. The tender not accompanied by such Earnest Money are liable to be rejected. (EMD in any other form will not be accepted).
Performance security	The amount of Performance security shall be @ 5 % of the contract Price (exclusive GST) of GST denominated in Indian Rupees
Last date & time of receipts of tender bids	10.07.2026 UPTO 5.00 PM
Address of communication	PUNJAB & SIND BANK, RO, 5 <sup>TH</sup> FLOOR NOBLE ENCLAVE, BHAI BALA CHOWK, , LUDHIANA
Email address	<a href="mailto:Ro.ludhiana@psb.bank.in">Ro.ludhiana@psb.bank.in</a> ; <a href="mailto:Rohit.Oberoi@psb.bank.in">Rohit.Oberoi@psb.bank.in</a>
Contact Telephone	Mr. Rohit Oberoi(Premises Department)Mob-9639076014
Bids to be submitted	<a href="https://psb.eproc.in">https://psb.eproc.in</a> ( Bidder has to submit the bid electronically)
Opening of indicative Commercial/price bid	Only Eligible Tenderer shall be informed (Via E-mail/Telephone) separately
Bid Validity Period	120 Days

### **Information for online participation**

This Tender will follow e-tendering process which will be conducted by bank's authorized e-tendering services provider **M/s C1 India Pvt. Ltd.** through website :<https://psb.eproc.in>

Following activities will be conducted online through the above website

1. Procurement of RFP documents including all Annexures
2. Addendums to the RFP
3. Submission of technical bid & indicative commercial bid by the Bidder
3. Opening of technical bid & Indicative commercial bid by the bank
4. Reverse Auction
5. Announcement of result if any

#### **Instructions:**

1. Bidders who wish to participate will have to register with the website. (<https://psb.eproc.in>). Bidders will be required to create login id & password on their own in registration process.
2. Bidder who wish to participate in this tender need to procure Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency. Bidders can view the list of licensed CA.s from [www.cca.gov.in](http://www.cca.gov.in).
3. In case of any clarification queries regarding online registration participation. Bidders may reach out to: Email: [psbsupport@c1india.com](mailto:psbsupport@c1india.com) Ph: 0124-4302033/36/37, Govind Parihar-9999432157.
4. It is suggested that the prospective Bidders shall monitor the <https://psb.eproc.in> website constantly for any changes / updates.

#### **Note:**

1. Bank expects the interested Bidders to download the copy of the complete RFP document along with all Annexures & Appendices either through Bank's website <http://punjabandsindbank.co.in> or <https://psb.eproc.in>
2. Earnest money deposit of Rs. 38,000.00/- (Refundable) in the form of Demand Draft favoring "Punjab & Sind Bank " payable at **LUDHIANA** must be submitted at **PUNJAB & SIND BANK, RO,5<sup>TH</sup> FLOOR, NOBLE ENCLAVE, BHAI BALA CHOWK, , LUDHIANA**
3. The bank reserves the right to cancel the tenders and stop the process at any point of time without assigning any reason or notice whatsoever.

**Notice Inviting- E-TENDER FOR FURNISHING, ELECTRICAL  
AND ALLIED WORKS OF PUNJAB & SIND BANK, BRANCH  
AT DORAHA, LUDHIANA**

Bank invites E-tenders in Two Bid Systems i.e. Technical Bid &  
Commercial Bid from Contractors for the **INTERIOR FURNISHING,  
ELECTRICAL AND ALLIED WORKS OF PUNJAB & SIND  
BANK, BRANCH AT DORAHA, LUDHIANA**

**In case of any queries, the Tenderer may contact following :**

**Punjab & Sind Bank : Rohit Oberoi, (RO Ludhiana) Mobile No:  
9639076014**

**Architect : M/s BAJAJ AND ASSOCIATES**  
Aman Nagar, Opp DMW workshop  
Patiala  
PH:-98970-66906, 0132-2724396  
Email:- Manmeet225@yahoo.com

## 1. INTRODUCTION

Bank invites sealed tender in two bid systems i.e. Technical bid & Commercial Bid from contractors for the **CIVIL, FURNISHING, ELECTRICAL AND ALLIED WORKS OF PUNJAB & SIND BANK, BRANCH (INCLUDING ATM) AT DORAHA, LUDHIANA**

## 2. ELIGIBILITY CRITERIA

The invitation of bids is open to all services providers, provided they full fill the following eligibility criteria

CRITERIA	DOCUMENTS REQUIRED
The bidder should have at least 5 year satisfactory experience in providing similar work in Commercial Banks, Pvt. Banks, Government/Public sector/Banks. Similar work means renovation works of same nature/magnitude involving furnishing, electrification, air conditioning, office automation (except specialized works).	<b>Work order and satisfactory completion certificate (on the letter head of service recipient with complete address and telephone No.) In having executed similar category contracts during the Last 5 year (minimum) ending day before the invitation of this tender should be provided.</b> The scope of works carried out, period of contract, staff employed and value of work should be clearly defined.
b. The bidder should have the following experience for having executed similar contracts during last five year ending 31.03.2026:- 1. At least one (1) work of value of Rs. 14.97 lakh (exclusive of GST) or 2. Two(2)work of value of Rs. 9.35 lakh (exclusive of GST) or 3. Three (3) works of value Rs. 7.48 lakh (exclusive of GST)	Work completion certificates should be provided on the letter head of the Organization where the work has been executed with Stamp & Sign of the competent authority.
c). The Bidder must have an average annual turnover of Rs. 5.62 lakh By way of providing services during the last 3 years in similar contracts in India ending 31.03.2026. Bidder firm should not have made loss in any of three preceding financial years.	Audited profit & loss A/c and balance sheet for FY 2022-23, FY 2023-24, FY 2024-25 & FY 2025-26(Provisional if available) mandatory. (All must be duly attested by the CA along with UDIN Number wherever applicable)
d) The bidder should not be declared by any public organization, to be ineligible to participate for corrupt, fraudulent or any other unethical business practice and blacklisted by public organization.	A Self-declaration certificate that the bidder has not been declared by any public organization to be ineligible to participate for corrupt. Fraudulent or any other unethical business practice and blacklisted by public organization.
e) The bidder should have registered with the following statutory authorities:- Income tax, GSTIN, registration certificate under contract labor (R&A) act 1970 and central rules 1971 etc.	Photocopies of valid registration/license and latest challans should be furnished with the Tender.

f ) Bidder should have sufficient resources namely manpower & equipment to execute the subject work	Full list of sub-contractors/employees viz.name, age employee code, designation. Experience in the field etc and also the list of equipment proposed to be deployed as per annexure F should be attached. BAR/PERT Chart should also be submitted indicating the execution of the work within the date line of 45 days.
g) To ensure transparency, equity and competitiveness in compliance with the CVC guide lines, the pact essentially envisages an agreement between the prospective bidders/vendors and the bank committing the persons/officials of both the parties, not to exercise any corrupt. Influence on any aspect of the contract.	The IP agreement enclosed at Annexure must be sealed and signed. <b><i>Any vendor/bidder not signed the document or refusing to sign shall be disqualified in the bidding process.</i></b>
i)Note	The vendor has to obtain all necessary approvals/ permissions including liasioning, if any, with the appropriate Government authorities required for the completion of the above contract at the site mentioned in this tender. The vendor has to comply with all the rules and regulations which are necessary for the execution of the contract and shall indemnify Bank from all legal and monetary liabilities arising due to the violation of the approvals/ permissions, rules and regulations.

- Apart from the Technical Pre-qualification criteria mentioned above, Bank reserves the right of scrutiny of works from any other parameter also viz. any Non/Delayed/pending compliance, quality of works, Deviation from Scope of Work etc. of the bidder/s of previous allotted tender/s. In any case, Bank’s decision on the matter shall be final.
- Bank is authorized to verify the submitted/uploaded documents from issuing authority or any other resources. During the technical evaluation process Bank may sought additional relevant documents from the bidder.

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

The Contactor shall carry out and complete the said furnishing work comprising of wooden partition, paneling, false ceiling including miscellaneous, Civil, electrical work, data cabling, air conditioning, fire detection and firefighting works and modification/ addition to existing provision complete and modification/addition to existing provision. Provision and furniture furnishing etc. complete in every respect in accordance with contract and with the directions of and to the satisfaction of the architects and bank. The architects, may in their absolute discretion and from time to time, issue further drawings and /or written instructions, details directions and explanations which are hereafter collectively referred to as ‘Architect’s Instructions’ in regard to:

- a) The variations or modifications of the design quality or quantity of work or the addition or omission or substitute of any work.
- b) Any discrepancy in the drawings or between the schedule of quantities and/ or drawings and /or specifications.
- c) The removal and /or re-execution or any works execution or any works executed by the contractor.
- d) The removal from the site, of any material brought there on by the contractor and Substitution of any other material there from.
- e) The dismissal from the works of any person/ persons employed thereupon.
- f) The opening up for inspection of any work covered up.
- g) The amending and making good of any defects under clause 'removal of improper work and material.
- h) Bank Reserves the right to modify/restrict the scope of work as per requirement.
- i) Materials to be used should be of Approved Make as per Tender Specification.
- j) Contractor to abide all by laws/rules applicable and enforced by Central/State Govt/Local Municipal etc. related to carry out the civil works. Necessary permission shall be sought from the concerned authority as and when required.
- k) The Contractors shall forthwith comply and fully execute and work comprised in such architect's instructions provided always that verbal instruction. The directions and explanations are given to the contractors or his representative upon the work by the architect shall, if involving a variation, be confirmed in writing by the contractor within 3 days and if not dissented from in writing within further 3 days by the architect. Such shall be deemed to be the Architect's instructions within the scope of the work. If compliance with the Architect's instructions as aforesaid involved work and/or expense and/or loss beyond that contemplated by the Contract. Then unless the same were issued owing to some breach of this contract by the Contractors. The Bank shall pay to the Contractor on the Architect's Certificate, the price of the said work (as an extra to be valued as herein after provided) and/or expense and/or loss.

#### **4. TENDER AND BID SUBMISSION**

- a) Bids are invited from Civil Interior furnishers/contractors located in India who are eligible to do business in India under relevant Indian Laws as in force at the time of bidding.
- b) Bidders who wish to participate will have to register with the website (<https://psb.eproc.in>). Bidders will be required to create login id & password on their own in registration process
- c) The bidder will be given permission to inspect the site, with prior appointment and up to one day prior to the last date of submission of the tender.
- d) The Bank shall not consider any request for date-extension for bid-submission on account of late receiving / downloading of Tender by any prospective service provider.
- e) The Bank also reserves the right to amend the tender prior to the last date for bid- submission. The Bank may at its discretion, extend the last date for bid-submission on any justified ground.
- f) The Bidder shall bear all the costs associated with the preparation and submission of bid and Punjab & Sind Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- g) Earnest money, Technical Bids and Commercial Bids are to be duly signed and super scribed as:

**“TECHNICAL BID/COMMERCIAL BID/ EARNEST MONEY FOR INTERIOR FURNISHING, ELECTRICAL AND ALLIED WORKS OF PUNJAB & SIND BANK, BRANCH (INCLUDING ATM) AT DORAHA, LUDHIANA**

**5. AUTHORITY TO SUBMIT BIDS:**

- a) Only authorized personnel of the firm or organization shall sign the Bid.
- b) The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the personnel.
- c) In case the principal service providers authorize their business partners to bid on their behalf, a separate authorization letter as per format (Letter of Authorization to bid) enclosed, along with a commitment to fulfill the terms of tender should be submitted.
- d) The certified photocopy of Resolutions/Authority/ Power of Attorney having authority to authorize the person to submit Bid documents on behalf of the company shall be enclosed.

**6. BID CONTENTS**

**6.1 TECHNICAL OFFER TO BE UPLOADED:**

- a) The Technical Offer (T.O.) should be completed in all respects and contain full information required in the documents.
- b) It should not contain any price information. It is mandatory to submit the technical details in the prescribed format duly filled in along with the offer.
- c) In case of non-submission or partial submission of technical details, the Bank at its discretion may not evaluate the offer.
- d) The T.O. must be submitted in an organized and structured manner.

**6.2 COMMERCIAL OFFER TO BE UPLOADED**

- a) The Price quoted should be only in Indian Rupees.
- b) The rates quoted in the Bid shall be inclusive of all labour charges, delivery & cost of material at site tools & equipment, insurance premium covering any risk to labour etc and taxes and all other taxes applicable. [Note Only GST to be mentioned extra at the specific column mentioned in Commercial Bid Document]
- c) The Bids with correction and or overwriting, if not authenticated, will be liable for rejection.
- d) No claim for rate enhancement/price revision should be considered during the pendency of the contract.

**6.3 EARNEST MONEY (Tender Fee and EMD):**

- a) Earnest money deposit of **Rs. 38,000/-** EMD (Refundable) in the form of Demand Draft by Public Sector Bank in India favoring “Punjab & Sind Bank ” payable at Ludhiana must be submitted at **REGIONAL OFFICE, PUNJAB & SIND BANK, BHAI BALA CHOWK, , LUDHIANA**

- b) No interest would be payable on the earnest money deposit amount.
- c) This amount would be forfeited if the bidder withdraws his bids during the period of bid validity.
- d) The earnest money must be submitted along with technical offers.
- e) In the event of non-submission of earnest money deposit, the proposal would be rejected.
- f) EMD would be released to the unsuccessful bidders after signing of the contract agreement by the L1 bidder.
- g) EMD of the successful bidder shall be released after submission of the Performance Bank Guarantee of 5% of Contract Value to be deposited to Bank.

## **7. BID FEATURES**

- a) All bids and supporting documentation shall be submitted in English and regional language only.
- b) All costs and charges related to the bid shall be expressed in Indian Rupees (in INR) only.
- c) The bids shall be valid for a period of 03 months from the date of submission of bids. A bid valid for a shorter period shall be rejected by the Bank as non-responsive.
- d) The file uploaded on the portal should have the name of document submitted in it.

## **8. BID ESSENTIALS - CONTENTS OF DOCUMENT TO BE SUBMITTED ELECTRONICALLY**

The bidder shall submit the following:

- a) The Bank in case of non-adherence to the format or partial submission of bid will not evaluate the bid.
- b) Each page of it shall be serially numbered, digitally signed and duly stamped by the bidder or a duly authorized person to sign on behalf of the service provider.
- c) Any Interlineations, erasure or overwriting shall be valid only if these are initiated by the person signing the bid.
- d) Enclosure of any futile/wrong/fake documents, shall be liable to rejection.

**APPENDIX TO GENERAL CONDITIONS OF CONTRACT**

A	Mobilization Period	7 days from the date of Work Order
B	Date of Commencement to work on site	7 days after the date of Work Order
C	Completion Period	45 Days from date of Commencement of work
D	Earnest Money Deposit	Rs. 38,000.00/- (to be paid by Demand Draft favoring Punjab & Sind Bank payable at Ludhiana)
E	Security deposit	@5% of contract value refundable on virtual completion certified by Architect/employer
F	Retention Money	@10% of the payment
G	Defects Liability Period	12 months from the date of virtual completion certified by Architect/employer
H	Liquidated Damages for Delay	1% per week upto max. of 10% of Contract value
I	Period of Final Measurement	1 Month
J	Period of honoring Interim Certificate	7 working days from the receipt of certification of architect

Signature of Bidder/Bidders:

Date:

Witness:

## **INSTRUCTIONS TO BIDDERS**

### **1. Invitation of Bids:**

This Request for Proposal (RFP) is to invite proposals from eligible bidders desirous of taking up the project for furnishing, Electrical and allied works of Punjab & Sind bank Branch (including ATM) at DORAHA Ludhiana. Sealed offers / Bids (Bid) prepared in accordance with this RFP should be submitted as per details given in the Key Information sheet. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.

### **2. Due Diligence:**

The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at the Bidder's own risk and may result in rejection of the Bid and for which Punjab & Sind Bank shall not be held responsible.

Photocopies of relevant documents/ certificates duly stamped and signed by authorized person, must be submitted as proof in support of the claims made. The Bank reserves the right to verify/ evaluate the claims made by the Bidder independently. The decision of the Bank in this regard shall be final, conclusive, and binding upon the Bidder.

### **TECHNICAL BID TO BE UPLOADED**

- a) Service provider profile(Annexure A) to be uploaded.
- b) All pages of bid document must be signed and stamped.
- c) Earnest Money Deposit EMD of Rs 38,000/-
- d) Copy of satisfactory performance certificate.
  - e) Audited profit & loss A/c and balance sheet for FY2022-2023, FY2023-2024, FY 2024-25 & FY 2025-26(provisional if available) mandatory. (All must be duly attested by the CA along with UDIN Number wherever applicable)
  - f) Letter of Authorization to Bid.
  - g) Power of Attorney (if any).
  - h) Details of work executed in the last 5 years. (Annexure B).
  - i) Past Performance (Annexure C).
  - j) Organizational Setup - Details of Key skilled, semi-skilled and unskilled workers employed (Annexure D)
  - k) Details of Litigation/Arbitration (Annexure E)
  - l) List of Equipment and Machineries (Annexure F).
  - m) Latest I.T.R.
  - n) Copy of Certificate of Incorporation
  - o) Copy of Memorandum of Association
  - p) Copy of GST (latest GST copies)
  - q) Copy of PAN Card
  - r) Copy of PF Registration

- s) Copy of ESI Registration
- t) A Self- declaration certificate that the bidder has not been declared by any Public/Private Organization to be ineligible to participate for corrupt, fraudulent or any other unethical business practice and Blacklisted by Public/Private Organization.
- u) Other information -Any other relevant information, which is necessary to be furnished, must be provided.

**General Instructions:**

- a) The Bank in case of non-adherence to the Format or partial submission of bid will not evaluate the bid.
- b) Each page of it shall be serially numbered, signed and duly stamped by the bidder or a duly authorized person to sign on behalf of the Service provider.
- c) Any interlineations, erasure or overwriting shall be valid only if these are initialed by the person(s) signing the bid.

**3. BID EVALUATION**

- a) The tenders received within the due date and time only will be considered for evaluation.
- b) The Technical bids shall be opened and the bid/s received will be scrutinized to determine whether they are complete in all respects as per the requirement of tender and subsequent clarifications, whether the documents have been properly signed and whether items are offered as per this tender requirements.
- c) The Bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order.
- d) Technical bids of the contractor meeting the minimum pre-qualification criteria will be evaluated for compliance of other terms and conditions.
- e) Based on the evaluation results, the bank will shortlist the bidders who are considered to be suitable. The decision of the Bank regarding the short-listing of the bidders shall be final and binding on the bidder.
- f) The commercial bids of only the successfully qualified bidders whose Technical bids are found acceptable will be opened subsequently on the date that will be conveyed to them.
- g) Arithmetical errors will be rectified on the following basis. If there is a discrepancy between unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If the supplier does not accept the correction of the errors, its bid will be rejected.
- h) If there is discrepancy between words and figures, the amount in the words will prevail.
- i) The L1 bidder will be determined on the basis of the evaluation method as detailed in the next clause.

**Any incomplete or ambiguous terms/conditions/quotes will disqualify the offer.**

#### **4. CLARIFICATIONS OF BIDS**

To assist in the examination, evaluation and comparison of bids the Bank may at its discretion ask the bidder for clarification and response shall be in writing and no change in the price or substances of the bid shall be sought, offered or permitted.

In case of abnormally low bid, Bank may seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analysis, it is determined that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/ Proposal.

#### **5. NOTIFICATION OF AWARD**

The acceptance of a tender, subject to contract, commercial considerations & compliance with all the terms and conditions will be communicated in writing by means of placing order at the address supplied by the bidder in the tender response. Any change of address of the Service provider, should therefore be promptly notified to **Regional Manager PUNJAB & SIND BANK, REGIONAL OFFICE, 5<sup>TH</sup> FLOOR, NOBLE ENCLAVE, BHAI BALA CHOWK , LUDHIANA.**

The Security Deposit and acceptance letter of the tender is to be submitted within Seven (07) days from the issuance of Letter of Intent (LoI), failing which Bank may initiate appropriate action, deem fit.

#### **6. SIGNING OF CONTRACT**

The successful bidder shall be required to enter into a contract with PSB within 7 days of the award of the tender/ Letter of Intent or within such extended period as may be specified by the **BANK REGIONAL OFFICE, PUNJAB & SIND BANK, 5<sup>TH</sup> FLOOR, NOBLE ENCLAVE, BHAI BALA CHOWK , LUDHIANA.**

## TERMS AND CONDITIONS OF TENDER

### **DIRECTIONS REGARDING PROCEDURES**

In construing these conditions, specifications and Contract Agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires:

- (a) **"Bank office "** Shall mean **PSB, branch, DORAHA, Ludhiana** and shall include his (their) legal representative/s assign/s or authorized officer.
  
- (b) **"Contractor/Builder"** Shall mean the individual or firm or company, whether incorporated or not, undertaking the work and shall include legal personal **representatives** of such individual or the persons comprising such firm or company or the successors of such individual or firm or company and the permitted assignee of such individual or such individual or firm or company.

**"Architect"** Shall mean M/s BAJAJ AND ASSOCIATES, whose registered office is situated at Aman Nagar, Patiala (and shall include his authorized representative) or in the event of his death or termination of his services by the Bank in his sole and unqualified discretion, such other person/ persons as shall be provided always that no person subsequently appointed to be Architect under this contract shall be entitled to disregard or over rule any previous decision or direction given or expressed by the Architect specified here in unless otherwise approved by the Bank.

- (c) **"Contract"** Means the documents forming the tender and Acceptance there of the formal agreement executed between the competent authority on behalf of **BANK REGIONAL OFFICE, PUNJAB & SIND BANK, 5<sup>TH</sup> FLOOR, NOBLE ENCLAVE, BHAI BALA CHOWK, LUDHIANA,** and the Contractor, together with the documents referred to there in including these conditions, the specifications, de- signs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one an- other.
  
- (d) The expression **works** or **work** shall, unless there be some- thing either in the subject or context repugnant to such construction , be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

## 1. GENERAL

- I. The site shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- II. **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s).
- III. **Tendered Value** means the value of the entire work as stipulated in the letter of award of work. The work shall be carried out strictly in accordance with the drawings amplified by the specifications of materials and workmanship given here under. The drawings and specifications shall be taken together and shall complement each other. In case of any discrepancy, the following order of preference shall be followed:
  - (a) Particular Specifications.
  - (b) Drawings.
  - (c) CPWD Specifications & DSR 2021.
  - (d) National Building Code and Relevant is Provisions.

In case there are no specifications for items shown on the drawings or where items are not exhaust exhaustively described, the general specifications of CPWD shall be followed for which nothing extra shall be paid. However, the specification should be got approved from the Architect before commencement of work.

## 2. DRAWINGS AND SPECIFICATIONS

- (a) After signing the Contract, the contractor will be given free of charge three prints of all working drawings. The contractor shall make at his own expense any additional copies he requires. One copy of the drawing furnished to the contractor as aforesaid shall be kept by the contractor at site and the same shall, at all reasonable times be available for inspection and use by the Architect and his representatives any by any other person authorized by him in writing.
- (b) Such further drawings and instructions including revisions, as the Architect may furnish to the Contractor shall form part of this contract.
- (c) Only figured dimensions and detailed drawings shall be followed. The Contractor shall verify all dimensions in the field before any work is started and obtain instructions of the Architect in case of any discrepancy.
- (d) The Architect with approval of the Regional Manager, Punjab & Sind Bank, Regional office, Ludhiana shall have power and authority to supply to the Contractor from time to time during the progress of the work, such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of work and the Contractor shall carry out and be bound by the same.

## 3. SCHEDULE OF QUANTITIES:

The Schedule of Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the method of measurements specified in the particular specifications and shall be considered to be approximate. The Bank does not undertake to carry out the whole of work as shown in the drawings and taken in the schedule of quantities and reserves the right to modify the same or any part thereof. The Contractor shall not be allowed any compensations or damages for the work so omitted or cancelled by the Bank. Each tender item should be filled in with the rates and amounts in separate columns and all the sections should be totaled up in order to show the aggregate value of the entire tender. The rates should be filled both in figures and words for each item and in case of discrepancy the rates filled in words shall be considered as correct for

the evaluation of tender amount. The initials of the tenderers shall duly attest all corrections in the tender Schedule. Corrections, which are not attested, may entail the rejection of tender.

#### **4. ARCHITECTS STATUS AND DECISIONS(a)**

##### **a. Status:**

The Architects shall have general supervision and direction of the work. He has authority on behalf of the Bank to stop the work whenever such stop page may be necessary to ensure the proper execution of the work. The architect shall be the interpreter of the conditions of contract and the judge of its performance.

##### **b. Decisions:**

The Architect shall, within a reasonable time, make decisions on all claims of the contractor and on all other matter relating to the execution & progress of the work or the interpretation of the contract documents. The decisions, opinion or direction of the Architects with respect to all or any of the following matters shall be referred to the Asst. General Manager (Premises) and decision so taken shall be final & binding to the contractor.

Variation or modifications of the design.

- i. The quality or quantity of works or the additions/alterations or omissions or substitutions of any work.
- ii. Any discrepancy in the drawings or between the drawings and or specifications.
- iii. The removal and/or re-execution of any work by the contractor.
- iv. The dismissal from the work of any persons employed therein.
- v. The opening up for inspection of any work covered up.
- vi. The amending the making good of any defects under defects liability period.
- vii. Approval of materials and workmanship. viii. The contractor to provide everything necessary for the proper execution of the work.

##### **c. Dismissal:**

The contract or shall on the report of the architects immediately dismiss from the works within 24 hours any person employed by him for the above work, who may, in the opinion of Architects be incompetent or misconducts himself and such person shall not be re-employed on the works without the permission of the Architects.

#### **5. EXTENT OF CONTRACT**

The contractor shall supply at his own cost all material implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract of the contractor referred to in the second it ions or not and which may be necessary for the purpose of satisfying of condition she is entitled to be satisfied which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply survey instruments and other materials necessary for the purpose of setting out works, and counting weighing and assisting to the measurement or examinations at the anytime and from time to time of the work material, failing his so doing the same may be provided by the engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract from his security deposit or the proceeds of sale thereof. The contractor shall also provide a sufficient portion of fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defence brought by any person for injury sustained owing to neglect of the above precautions and to pay any damage and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any

such person. In no case, the Bank shall be a party to any such claim/claims and the contractor shall indemnify the Bank against any claim for any person on this account.

## **6. ASSIGNMENT OR SUBLETTING OF CONTRACT**

The contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under or any claim arising out of the contract to any other party without the prior written consent of the Bank.

## **7. CONTRACTORS OFFICE AND STORES**

All offices, sheds and stores required by the contractor shall be enacted at his own cost with the prior approval of the Bank or its representative and shall be dismantled and removed upon the completion of the work if so directed within 7 (seven) days of the issue of such intimation.

## **8. DIRECTION FOR EXECUTION OF WORK**

### **8.1 Setting outs**

The contractor shall be responsible for the true and proper setting out of the works in relation to the original points, lines and levels of reference given by the architect in writing and for correctness subject as above mentioned of all the positions, levels dimensions and alignments of all parts of the work and for the provision of all necessary instruments, appliances and labour in connection there- with. If at any time during the progress of the work any error shall appear or arises in any part of the work, the contractor on being required to do so by The Regional Manager, Punjab & Sind Bank, Regional Office LUDHIANA shall at once inform the architect or their representatives. The checking of the work by the architect/representative shall not in any way relieve the contractor from his responsibilities of carrying out the work as per the best practices of construction.

### **8.2 Engagement of Labour**

(a) The contractor shall be solely responsible for the labour/ personnel employed and that the personnel provided by the contractor shall and will not make any claim to become employees of the Bank and that there will be no Employee and Bank relationship between the personnel engaged by the Contractor and the Bank.

(b) The contractor shall employ labour in sufficient numbers either directly or through subcontractors, where such subletting is permitted to maintain the required rate of specified in the contract and to the satisfaction of the architect. The contractor shall not employ in connection with the works any person who has not completed his fifteen years of age.

(c) The contractor shall comply with the provisions of the payment of Wages Act, 1936; Minimum Wages Act, 1948; Act, 1947; Maternity Benefit Act, 1961 and Mines Act, 1938, Labour Contract (Regulations & Abolishing) Act or Rules, or any modifications thereof and any other law relating thereto and rules made there under time to time.

(d) The Contractor shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed by the Contractor. Further the Contractor shall solely be responsible for having made the payments towards ESI and EPF amount (both Banks and employee's contribution) in the respective account of the worker for the period for which bill is raised.

(e) The contractor shall indemnify the Bank against any payment to be made under and for observance of the Regulation aforesaid without prejudice to his right to claim indemnity from his sub- contractors.

(f) The contractor shall provide and maintain at his own expenses all rights, guards, fencing and watching when and where necessary or required by the Resident Engineer for the protection of the works or for the safety and convenience of those employed on works or the public.

### **8.3 Sampling**

The contractor shall submit the samples of various materials for the approval of the Architect & Bank. The contractor shall use the material only after the approval of the Architect/ Bank. The verification of the material shall be done on random base during the progress of the work in either the following manner:

- (a) Random samples would be picked up during execution of work from site & if decided by the Architect/ Bank, it would be sent to one of the approved laboratories for test & quality check. The cost of such tests would be borne by the client.
- (b) The Architect/ Bank may direct the contractor to submit the challan of delivery of the material brought at site. It would be on Random based. The Architect may also direct the contractor to submit the copy of the test/verification certificate provided by the manufacturer of that particular material.

### **8.4 Inspection of work**

All work under or in course of execution or executed in pursuance of the contract shall at all times be open to inspection and supervision of the Architect or his representative and to the personnel and the representatives of the Bank and the contractor shall at all times with reasonable notice or the intention of the Architect or his representatives to visit work shall have been given to the contractor, either himself be present to receive orders and instructions, or have responsible agent duly accredited in writing present for that purpose. Orders to the contractor's agent shall be deemed to have been given to the contractor himself.

### **8.5 Suspension of Work**

The contractor shall on the written order of the Architect/Bank suspend the progress of the work or any part thereof for such time or time and in such a manner as the Architect/ Bank may consider necessary and shall during such suspension properly protect and secure the work as considered necessary in the opinion of the Architect/ Bank or their representative-in-charge of the work. No compensation shall be payable to the contractor on what so ever account for the suspension of work.

### **8.6 Extension of time for completion**

Time is the essence of the contract. The owner and the contractor in consultation with the Architects shall agree upon the work progress chart. The chart shall be prepared in direct relation to the time stated in the contract or the works order for completion of the individual items thereof and/or the contract or works order as a whole. It shall indicate the forecast of the dates of commencement and completion of the various trade processes or sections of the work and shall be amended as may be required by agreement between the architects and the Contractor within the limitations of time imposed in the contract. If the works be delayed:

- (a) By force majeure, or
- (b) By reasons of abnormally and bad weather
- (c) By reason of serious loss or damage by fire or
- (d) By reason of civil accommodation local combination of workmen or strike or lockout effecting any of the trades employed on the work or
- (e) By reason of delay on the part of contractor or trade men engaged by the owner in executing works not forming part of the contract or
- (f) By reason of proceeding taken threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise, then through the Contractor's own default, or (g) By reason of any other cause which in the absolute discretion of Owner is beyond contractor's control then in any such case the owner may make fair and reasonable extension after obtaining Architect's advice in the completion dates of individual items or groups of items of

work for which separate periods of completion are mentioned in the contractor or works order as applicable.

(h) Upon the happening of any such event causing delay, the contractor shall immediately give the notice thereof in writing to the architects with a copy to Bank but shall nevertheless use constantly his best Endeavour to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the Architect/Bank to proceed with the works Extension of time shall be granted.

#### **8.7 Defacement**

If the contractor or his work people, or servants shall break, deface, injure, or destroy any part of a building, or interiors, then the contractor has to rectify the same part at his own expenses to the satisfaction of the Architect/ Bank's in charge engineer.

#### **8.8 Approval of Materials**

The contractor would bring samples of necessary materials as per the directions & would get them approved prior to execution of work from Architect.

### **9. LIQUIDATED DAMAGES FOR DELAY**

The times and date stipulated in the contract for the completion of the work or any part or stage thereof shall be deemed to be the essence of the contract. The work shall, throughout the stipulated period of the contract, be carried out with all diligence. If the contractor fails to complete the work within the time prescribed or within the extended time under the contract, he shall pay to the Bank on demand amount without prejudice to other rights and remedies the Bank may have against the contractor, **1% of contract price per week** or part thereof as liquidated damages for such fault, if the work remain unfinished after the stipulated date of completion provided that the total liquidated damages payable shall not exceed 10% of the accepted contract price. The Bank may, without prejudice to any other method of recovery, deduct the amount of such damages from any money due or which become due to the contractor. The recovery or deduction of such damages shall not relieve the contractor from any obligations and liabilities under the contract.

### **10. DEFECTS LIABILITY PERIOD**

The contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Bank any defect which may develop or may be noticed before the expiry of 12 (twelve) calendar months from the date of completion and intimation of which has been sent to the contractor within seven days of the expiry of the said period. Total of 10% of the contract value shall be retained by the bank up to the completion of defect liability period. In case the contractor fails to respond to the bank notification in sufficient time for repair (if/any) the above retention money shall be utilized by the bank for such repairs under intimation to the contractor

### **11. Performance Security**

1) Within 7 days of receipt of the Letter of Intent (LOI, or the contract if LOI has been skipped), performance Security, valid up to sixty days after the date of completion of all contractual obligations by the contractor, as per details in under shall be submitted by the contractor to the Procuring Entity.

2) The amount of Performance security shall be @5% of the contract Price (exclusive of GST) denominated in Indian Rupees or the currency of the contract and shall be in one of the following forms:

a) Account payee demand draft

b) Fixed deposit receipt from a commercial bank

c) Bank Guarantee issued by a commercial bank in India, in the prescribed form provided in Format 1.1.

- 3) If the contractor, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and forfeit EMD money in case of breach of contract/non submission of performance security within specified time, besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.
- 4) If the bidder, whose bid is the lowest evaluated bid withdraws or whose bid has been accepted, fails to sign the procurement contract as may be required or fails to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement process, the Procuring Entity shall cancel the procurement process. If the Procuring Entity is satisfied that it is not a case of cartelization and that the integrity of the procurement process has been maintained may offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.
- 5) The Procuring Entity shall be entitled, and it shall be lawful on his part,
  - (a) To deduct from the performance securities or to forfeit the said security in whole or in part in the event of:
    - (i) Any default, or failure or neglect on the part of the contractor in the fulfilment or performance in all respect of the contract under reference or any other contract with the Procuring Organization or any part thereof
    - (ii) for any loss or damage recoverable from the contractor which the Procuring Entity may suffer or be put to for reasons of or due to above defaults/ failures/ neglect
  - (b) and in either of the events aforesaid to call upon the contractor to maintain the said performance security at its original limit by making further deposits, provided further that the Procuring Entity shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the contractor for similar reasons.
- 6) Subject to the sub-clause above, the Procuring Entity shall release the performance security without any interest to the contractor on completing all contractual obligations, including the warranty obligations, if any. Alternatively, for the duration of Warranty obligations, upon the contractor submitting a suitable separate Warranty Security, the original Performance Guarantee Security shall be released mutatis mutandis.
- 7) No claim shall lie against the Procuring Entity regarding interest on cash deposits or Government Securities or depreciation thereof.

## 12. SECURITY DEPOSIT

- (a) All compensations or other sums of money payable by the contractor to the Bank in terms of this contract may be deducted from, or paid by, the sale of a sufficient part of his security deposit, or from any sums which may become due to the contractor by the Bank on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days. Thereafter make good in demand draft, endorsed in favour of the Bank as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.
- (b) The above said security deposit shall be liable to forfeiture wholly or in part at the sole discretion of the Architect if the contractor fails to carry out the work or perform or observe any of the conditions of the contract.
- (c) No interest would be payable by the Bank to the contractor on the security held in deposit.

## 13. BILL PAYMENT

- (a) Final bill supported with consolidated measurement of the full work executed shall be submitted by the contractor within 30 days from the date of issue of certificate of virtual completion.

(b) Architect/Bank or his representative shall verify the requisite measurement for the purpose of having the same verified for the claim as far as admissible.

(c) All measurements to be taken in duplicate and all bills shall be submitted in triplicate along with a contractor's copy of each.

(d) When the final bill has been verified and corrected, the architect will give seven days' notice to the contractor to countersign the bill in token of acceptance, the contractor shall countersign the bill within the above seven days or intimate in writing his intention to dispute.

(e) If the contractor fails to take appropriate action as above within the period prescribed, the bill finalized by the architect or his representative shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

(f) Interim payment, if any, shall be under the discretion of Bank.

#### **14. CLAIM FOR INTEREST**

No claim for interest will be entertained by the Bank with respect to any moneys or balances which may be in its hands owing to a dispute between itself and the contractor or with respect of any delay on the part of the Bank in making interim or final payments or otherwise.

#### **15. RATES FOR EXTRA ADDITIONAL, ALTERED OR SUBSTITUTED WORK**

The rates for additional, altered or substituted work shall be worked out in accordance with the following provisions in their respective order

(a) If the rates for similar additional, altered or substituted work and directly available in the contract for the work, the contractor is bound to carry out the work at the same rates as are available in the contract for the work.

(b) If the rates for additional, altered or substituted work are not directly available in the contract for the work the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.

(c) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clause (i) to (ii) above, then the contractor shall within three days of the date of receipt of order to carry out the work, inform the Architect of the rate which it is intending to charge for such works supported by analysis of the rate or rates claimed (CPWD analysis). Rates finalized and approved by the Architect on the basis of these details will be final and binding. However, the architect by notice in writing will be at liberty to cancel his order to execute such work and arrange to carry it out in such a manner as he may deem advisable, but under no circumstances shall the contractor suspend the work once ordered in writing on the plea of non settlement of rate.

(d) In case of furniture items, the minor changes and modifications in the design shall not be considered as deviation, and no price adjustment shall be made against the rates agreed to as per the Schedule of Quantities of the contract. For major change in the design of any item of the furniture, the deviation shall be priced by the Architects as Extra, as per above however the decision of the Architects whether the charge / modification in the design of furniture items is minor or major, shall be final and binding on the contractor.

#### **15.1 REIMBURSEMENT OF VARIATION IN PRICE**

Prices and rates quoted by the Tenderers shall be considered as confirmed for the complete work and entire duration of the contract. No claim for extra payment due to any rise in rates of raw material and labour or due to whatsoever reasons shall be considered, not even for extended period of completion.

#### **16. GUARANTEES**

##### **16.1 Quality of Work**

(a) The contractor shall guarantee that the materials and workmanship are the best of their respective kinds for the service intended and that all items of work will be free from all inherent defects in workmanship and materials. He shall also guarantee that the works will not fail in any respect due to quality of materials, workmanship and methods of construction.

(b) The specifications assume a proper degree of skill on the part of contractor and workmen employed. The contractor shall consult the Architect or his representative, whenever in his judgment variation in the methods of construction or in the quality of material would be beneficial or necessary to fulfil the guarantee is called for. Such variations may be made by the contractor only when authorized by the architect.

### **16.2 Rejection**

If during the "Period of Guarantee", any work or material shall fail in any respect to meet the above guarantee, the contractor shall replace such work or material in a condition which will meet the above guarantee, immediately.

### **16.3 Cost of Execution of work or repair etc.**

All work of repair shall be carried out by the contractor at his own expense if the necessity thereof shall in the opinion of the Architect be due to the use of materials or workmanship not in accordance with the contract or on account of neglect or failure on the part of the contractor to comply with any obligation expressed or implied on the contractor's part under the contract.

### **16.4 Remedy on Contractor's failure to carry out the work required:**

If the contractor shall fail to do any such work as aforesaid required by the architect the Bank shall be entitled to carry out such work from/through other person, at the contractor's own cost. The Bank shall be entitled to recover from the contractor the cost thereof or may deduct the same from any money due or that may be come due to the contractor.

## **17. CERTIFICATE OF COMPLETION OF WORKS**

On completion of the work, the Contractor shall be furnished with a certificate, but no such certificate be given nor shall the work be considered to have been completed until the contractor shall have removed from the area of the premises (to be distinctly marked by the Architect) in the site plan which, the work shall be executed) all scaffolding, surplus materials and rubbish and clean the dirt from all wood work, doors, windows, walls, floors or other parts of any building, in or upon which the work is to be executed, or of which he may have had in possession for the purpose of the execution hereof. If the contractor shall fail to comply with the requirements of the clause as to the removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the architect may at the expense of the contractor remove such scaffolding, surplus materials, and the contractor shall forthwith pay the amount of all expense so incurred, and shall have no claim in respect of any such scaffolding or surplus materials aforesaid, except for any sum actually realized by the sale thereof.

## **18. TERMINATION OF THE CONTRACT**

(a) If at any time after the commencement of the work the Bank for any reason whatsoever does not require the whole or part thereof as specified in the tender to be carried out, the Bank shall have the right to terminate this Agreement and The PSB shall communicate the termination by giving a notice in writing to the contractor.

(b) The contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have derived from the execution of the work in full, but which he did not derive in consequences the full amount of the work not having been carried out.

(c) The Contractor shall not have any claim or compensation by reason of any alterations having been made in the original specification, or the designs and instruction on which shall involve any containment of the work originally contemplated. However, in case of part cancellation, the Contractor shall be paid such amount as is commensurate to the actual work done by him till such termination notice is received.

**19. JURISDICTION & GOVERNING LAW**

The contractor and its operation shall be governed by the law of India for the time being in force, irrespective of the place of delivery of materials the place of execution of work or place of payment under this contract shall be deemed to have been entered into Ludhiana. The Courts at Ludhiana have the jurisdiction, in case of any dispute.

**20. BYE LAWS OF LOCAL AUTHORITIES**

The contractor shall conform to the provisions of all applicable Government Acts which relate to works and to the regulations and bye laws of any local authorities. The Contractor shall give all such notices required by the said Act or Laws, etc., and pay all fees payable to such authorities and allow for these contingencies in his tendered rates including fees for encroachment, stacking charges, costs of restorations, etc., and all other fees payable to the local authorities. The Contractor shall keep the Bank indemnified against all penalties and liabilities for every breach of any such Act, Rules, Regulations or Byelaws.

Further, the Contractor shall specifically ensure compliance of various Labour Laws/Acts including but not limited to with the following and their re-enactments/amendments/modifications while dealing with the employment of labour such as:

- i. The Payment of Wages Act, 1936
- ii. The Minimum Wages Act, 1938
- iii. The Workmen Compensation Act, 1923
- iv. The Contract Labour (Regulations & Abolishing Act.
- v. The Bank's Liabilities Act, 1938
- vi. Industrial Dispute Act, 1938
- vii. Maternity Benefit Act, 1961
- viii. The Employees State Insurance Act, 1948 Safety code, labour welfare Act or rules or any modification thereof any other laws and regulations framed by the Competent Legislative Authorities from time to time

**21. LIASONING & CO-ORDINATION WITH LOCAL MUNICIPAL AUTHORITIES**

The contractor has to liaison and takes any clearance from local authorities Fire/ Police or any other authorities for approval to start renovation and during renovation of work including Defect Liability Period if needed. Only statutory fees will be reimbursed by the bank.

Bank will not be held responsible for any misconduct, mis-happening and damage due to negligence of contractor/labourers/workers.

**22. OTHER CONDITIONS**

1. The Contractor shall sign each page of tender.
2. Payment to the contractor Agency shall be made as per requirement, which shall not affect the rates quoted by the contractor.
3. Quantity of work may increase or decrease on the site as per requirement, which shall not affect the rates quoted by the contractor.

4. Furnishing works etc. Shall be knotless which is to be polished with all background surface preparation course maintaining the visibility of wood grains.
5. All teak/cedar wood/rubber wood to be used should be knotless which is to be polished with all background surface preparation course maintaining the visibility of wood grains.
6. The rates to be quoted shall include the cost of material, labour charges, carriage, sales tax, or any/all other taxes any required hardware etc.
7. The contractor agency shall keep particular vigil on his workers/carpenters/painters etc. To maintain very good workmanship of all items, failing which no payment shall be made and no claim of material/labour used shall be made to him in any case, and the same work shall be executed by him again without charging any extra cost.
8. All rates shall be quoted in words and figures and cutting over writing shall be signed.
9. All items to be executed as per drawing, if any change is required, the same shall be brought to the notice of architect-in-charge.
10. Any tender/quotation containing clerical or arithmetical mistakes shall be rejected.
11. Any addition, alteration or correction shall be signed and stamped properly.
12. Contractor agencies are advised (before quoting the rates) to inspect the site of the proposed work. He must go through all drawings and specifications and documents.
13. The bank reserves the right to accept/reject any tender/quotation without assigning any reasons.
14. The contractor agency should have already executed works of Civil & exterior civil works of very good workmanship.
15. Quality of material and workmanship rejected by the Architect/concerned Authorities shall be removed immediately by the contractor and rectified/replaced.
16. No advance payment shall be made to the contractor on supply of any material supplied at site for execution; payment shall only be made on execution of any concerned/particular item.
17. The rates shall include the cost of coat of ant termite treatment on all wooden frame work and all commercial ply/board used for partitions and paneling, furniture etc. The contractor/s shall have to dismantle & dispose the existing counters, tables& partitions within the quoted cost of the total furnishing works.
18. Rates for partitions, paneling, wall cladding and false ceiling shall include cutting and making good necessary cut-outs/chiseling to be made for electrical conduits, switch boards etc.
19. Bank shall not be responsible for any loss or damage to the contractor/labour due to any natural calamity during the course of construction. Contractor is liable to make good all the damages if any, till the work is completed and handed over to the bank Authorities.
20. Any payment to the contractor on account of execution of work, whether it is running payment of final, shall be verified by the architect – in charge.
21. Unless, otherwise mentioned all material to be- used shall be I.S.I marked. Failure to do so, the work may be rejected and in that case contractor shall have to remove the defective materials and replace/re-do the work for which no claim shall be entertained.
22. The total work shall be supervised by the architect-in-charge and he/she shall be kept fully informed by the contractor regarding the progress of work.
23. Bank may award the work in part or whole to the single party or other party.
24. It may please be noted that the Bank is not bound to allot the work to the lowest party, and as such, the allotment of shall be based on workability of rates quoted by the contractor on account of quality.
25. The bank reserves the right to reject any or all the tender without assigning any reason whatsoever.
26. The earnest money deposited shall not carry any interest and will be refunded to the unsuccessful tenderers'.
27. Earnest money paid by the contractor shall be forfeited by the bank if contractor fails to undertake the job if he is communicated about acceptance his/tender.

28. The contractor shall take the necessary precautions while working and to safe guard adjacent property, banks employees, and traffic persons.
29. All the rates quoted are inclusive of removal of existing counter, partitions, and wiring. Rubbish/ debris collected during the progress of work, rejected materials etc.
30. The contractor shall not directly or indirectly sublet the work to other party without written permission of bank.
31. The quantities mentioned in schedule are provisional and likely to increase / decrease to any extent or may be omitted thus altering the aggregate value of the contract. No claim for loss of profit / business shall be entertained on this account.
32. The bank reserves the right to distribute the work for which quotations have been called, have among more than the parties, if found necessary. No claim in this respect shall be considered and the contractor agrees to cooperate with other agencies appointed by the bank.
33. All the workers of the contractor must be properly covered by an insurance policy under “Workman’s compensation act” and “Fatal accidents Act”. The contractor of his own expenses arrange to effect and maintain until the virtual completion of the work, and indemnify the bank 28 from all the liabilities arising out of such events. In case delay, contractor shall arrange to extend insurance policy till work is completed.
34. All the work should be completed within the specified period in the tender. If the work is delayed due to the reasons beyond the control of the contractor, he should keep intimating the bank explaining, there in the reasons for such delays, immediately and if in the opinion Bank’s authorities, the delay is justified, the contractor shall be granted extension in time limit.
35. The contractor shall furnish well in time before work commence of his own post, color samples, sample of materials of workmanship that may be called by bank’s Architect/Engineer for approval. Rates quoted shall cover for such preliminary work.
36. All the glass panes, door handles/hinges, electrical fittings, fans, furniture, records, floors etc. are to be thoroughly cleaned after the work is completed.
37. The rates quoted by the contractors shall be firm throughout the duration of contract (including extension of time if any granted) and will not and also follow all safety measures are subject to any fluctuation due to variation-in cost of material and labour.
38. Conditional tenders are liable to be rejected.
39. The successful tender is bound to carry out any item of work necessary for the completion of the job even those such items are not included in schedule of quantities.
40. If in any case of work required to be abandoned, the contractor shall not be entitled for any claims and he will be paid as per the actual work done till that period, if deemed fit.
41. Decision of the Bank shall be final and binding on any matter connected with the work. The matter of any dispute shall be decided after mutual discussions based on the terms and conditions of the contract. However, if the matter cannot be resolved there the same shall be referred to the respected qualified persons in agreed to both the parties and his opinion shall be binding on both the parties. However, this is recourse of any legal action in this regard.
42. If any stage during the progress of work, it is observed that the contractor is not progressing the work with due diligence, care of lagging much behind the schedule of fails to go get up the work despite instructions from Bank’s Architect, the employer(Bank) reserves the right to terminate the contract with 7 days’ notice. In such case the contractor shall be liable to pay the employer any extra cost involved for the completion of the said work and will not obstruct any way in completing the work through either agency. After completion of entire work, the contractor shall be paid for the actual work executed by him at the quoted rates after deducting any claims, damages. In case of such termination the security deposit held by the bank will be forfeited.

43. Contractor shall follow all rules/regulations in force and should possess the license for employing labour and also follow all safety measures, labour bye laws and shall be responsible for any lapse.

44. At any stage i.e. during the execution of work, any kind of change required whether it is in design or specification, the same has to be in-corporate by the contractor.

## **SPECIAL CONDITIONS OF THE CONTRACT**

### **1. INSURANCE FOR WORKS**

(a) The contractor at the time of signing the contract or before commencing the execution of work, without limiting his obligations and responsibilities shall insure the works at his own cost and keep them insured until the virtual completion of the contract against all acts of God including Fire, Theft, Riots, War, Floods etc. with a Nationalized Insurance company in the joint names of the Bank and the contractor (the name of the former being placed first in the policy) for the full amount of the contract. Such policy shall cover the property of the Bank and fees for assessing the claim and in connection with the services generally therein and shall not cover any property of the Contractor or of any sub- contractor or employee.

(b) The contractor shall deposit the policy and receipt for the premiums with the Bank within seven (7) days, from the date of signing of the contract/commencement of the execution of the work or unless otherwise instructed by the Bank. In default of the contractor insuring as provided above, the Bank on his behalf may so insure and may deduct the premiums paid from any moneys due on which may become due to the contractor. The contractor shall as soon any claim under the policy is settled on the work reinstated by the Insurance office should elect to do so, proceed with all due diligence with, the completion of the works in the same manner as through the misfortune/accident had not occurred and in all respects under the same conditions of the contract. The contractor in case of rebuilding or reimbursement after accident shall be entitled to such ex- tension of time for completion, as the Bank deems fit.

### **2. INSURANCE IN RESPECT OF DAMAGE TO PERSONS AND PROPERTY**

(a)The contractor shall be responsible for all injury to persons, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any approved sub-contractor's 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 any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths, bridges and works forming the subject of this contract by frost or other inclemency of the weather. The contractor shall indemnify the Bank and hold him harmless damage to persons or property as aforesaid and also respect of any claims made in respect of injury or damage under any Acts of Government or otherwise and also in respect of any award of compensation of damages consequent upon such claims.

(b) The contractor shall reinstate all damages of every sort mentioned in this clause, so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

(c) The contractor shall indemnify the Bank against all claims which may be made against the Bank by any member of the public or other third party in respect of works in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the contract, with any Nationalized Insurance company in the joint name of the Bank and the contractor against such risks and deposit such policy or policies with the Bank from time to time during the currency of this contract. The contractor shall similarly indemnify the Bank against all claims which may be made upon the Bank whether under the Workman's Compensation Act or any other statute in force during the currency of this contract or at common law in respect of any employee of the contractor or any sub-contractor and shall at his own expenses effect and maintain with an approved office a policy of Insurance in the joint names of the Bank and the contractor against such risks and deposit such policy of policies with

the Bank and the contractor against such risks and deposit such policy or policies with the Bank from time to time during the currency of the contract. The contractor shall be responsible for anything which may be excluded from the insurance policies above referred to and also for all other damages to any property arising out of and incidental to the negligent or defective carrying out of this contract. He shall also indemnify the Bank in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of or compensation of damages arising there from.

(d) The Bank shall be at liberty and is empowered to deduct the amount of any damages, compensation costs, charges and expenses arising or occurring from or in respect of any such claim or damage from any sum or sums due to or become due to the contractor including the security deposit.

(e) If the contractor fails to comply with the terms of these conditions, the Bank may insure the works and may deduct the amount of the premiums paid from any moneys that may be or become payable to the contractor or may at the option, not release running payment to the contractor until the contractor shall have complied with the terms of this condition.

(f) Such insurance whether affected by the Bank or the contractor will not limit or bar the liability and obligation of the contractor to deliver the works to the Bank completed in all respects according to the contract. In case of loss or damage due to any of the aforesaid clause, the moneys payable under any such insurance shall be received and retained by the Bank until the works are finally completed and such moneys shall then be credited to the contractor in final settlement of accounts.

(g) The works shall be executed in close co-ordination with the progress of other work. This being absence of the contract, no claim for idles labour will be entertained.

**3. TYPOGRAPHIC OR CLERICAL ERRORS:** The Architect's/Engineer-in-Charge's clarifications regarding partially omitted particulars or typographical or clerical errors shall be final and binding on the Contractor.

**4. Acceptance of tender:** - On acceptance of tender, the Bank shall issue a Letter of Intent (LOI) and shall enter into an agreement with 7 days from the issue of LOI. On the contrary, Bank has a right to cancel the order and forfeit the EMD.

5. Time shall be regarded as the essence of the contract. The work should be taken up immediately and completed within (as per terms and conditions attached) 45 days from the date of issue of work order.

6. Contractor will be permitted to work normally during the regular working hours i.e. 9 a.m. to 6.00 pm. If the Contractor is required to work at night in order to complete the work within the Time Schedule, the Contractor shall seek written permission from the Bank for the same. Further, the contractor is liable provide and maintain at his own cost sufficient lights to enable the work to proceed satisfactorily without danger. Approaches to the site also shall be sufficiently lighted by the Contractor. No extra payments will be made for night work. Prior intimation and approval should also be taken from Architect/Consultant. However, no work shall be done on national holidays that may be notified by the Bank without the specific sanction in writing of the Bank.

7. Contractor to coordinate and assist the Architect in obtaining all Statutory approvals including MMC, CFO and any other State and Central rules in force. Any expenses incurred in obtaining such approvals are deemed included in the rates quoted by the Contractors.

**8. Measurements of all concealed items:** Measurements of all concealed items of work and extra item if any, shall be got recorded by the Bank's Architect / Engineer before they are checked up.

9. **Cleaning during the work:** The rates quoted shall include cleaning of ceiling roses, electric switches, boards, window panes etc. after the repairing leaving the site neat and tidy from time to time.

10. The contractor shall note that they should bring to the notice of the Architect/Engineer any breakage in glass window before starting work. However, if any glass window is found to be broken during the repairing work, the contractor at his own cost shall replace the same.

11. **Abandonment of work:** If in any case the work required to be abandoned, the contractor shall not be entitled for any claims and he will be paid as per the actual work done till that period.

12. **For water proofing works on traces,** bathroom, WC, Chhajja, work has to be executed through the agency specialized in waterproofing. Contractor will have to submit a guarantee of 10 years on stamp papers as per the format to be prescribed by the Bank.

13. **Records & measurements:** Measurements shall be taken jointly by Bank's Architect / Engineer and contractor and shall without extra charges provide assistance with appliance; labour and other things necessary for the work and measurements will be signed and dated by both the parties on completion of measurements.

14. **Supervision:** The contractor is required to have on site during all working hours a competent supervisor (acceptable to Bank) who will be responsible for the conduct of worker and who has authority to receive and act on such instructions issued by the Architect / Engineer of Bank.

15. Contractor shall follow all rules / regulations in force and should possess the license for employing labour and also follow all safety measures, labour bye law and shall be responsible for any lapse.

16. **Safety:** The contractor shall carry out the entire work in a workman like manner having full regard for the safety of the men working at site. All safe practices as per CPWD norms shall be strictly adhered to by the workmen of the contractor like wearing helmets, safety belts when working at heights, gloves when handling sharp objects and reinforcement, eye shields during welding, safety shoes, etc. The contractor shall protect sides of openings in floor slabs, edges of slabs, stairs, stairwells etc. with barricades, warning signs / lights and educate all his workmen regarding following safe working Practices. He shall provide first aid boxes at site. In spite of following safe methods, in case of any unfortunate accident, the contractor shall indemnify the employer against any expenses or claims towards treatment or compensation.

17. **A Daily Diary Register:** A daily diary register (with cement and steel stock statement) will be kept in the Engineer's Office or the site office. Details of work for the day proceeding and the diary will be written up every day and jointly signed by the Engineer and the Contractor or their representatives in token of its correctness thereof.

18. **Site Visits:** - The Architect/Consultant /Bank shall visit the site from time to time at their discretion, or when expressly called upon to do so, to co-ordinate various activities and/or to answer such queries that may be posed at site on interior drawings.

19. **Certificate of virtual completion:** As soon as the work is completed, the contractor shall inform in writing such completion to the Bank's Architect / Engineer who will inspect the work and if satisfied will issue the certificate that the work has been virtually completed and the defects liability period shall commence from the date of such certificate.

20. When the work has been virtually completed and Bank's Architects / Engineer has certified in writing that the work has been completed on the basis of detailed measurements and has made a final scrutiny and that there is no dispute items, rates, add quantities, the contractor shall be entitled to the payment of the final bill in accordance with the final certificate which will be honoured within the period specified in the Appendix as period of honouring final certificate.

21. During the pendency of the contract, Bank reserves the right to cancel a part or whole of the order without assigning any reason, on 3 days' notice without any cancellation charges. 22. Site must be cleaned and free from debris before payment of bills.

23. Any loss/damage sustained to the Bank due to any act or omission on the part of the contractor or his men will have to be made good to the Bank by the contractor.

24. All the terms and conditions related to Procurement and guidelines of Manual of Procurement of Works, Goods & Services, issued by Ministry of Finance, Department of Expenditure (MoF-DoE) shall be applicable to Bidders

#### **25. Force Majeure**

The contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of god or of public enemy, acts of Government of India in their sovereign capacity, acts of war, acts of Punjab & Sind Bank either in fires, floods, strikes, lock-outs and freight embargoes. If a Force Majeure situation arises, the contractor shall promptly notify Punjab & Sind Bank in writing of such conditions and the cause thereof within **15 days**. Unless otherwise directed by Punjab & Sind Bank in writing, the contractor shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period not less than the duration of delay. If the duration of delay continues beyond a period of three months Punjab & Sind Bank and the contractor shall hold consultations with each other in an endeavor to find a solution to the problem notwithstanding the above the decision of Punjab & Sind Bank shall be final and binding on the service provider.

#### **25. Resolution of dispute**

Punjab & Sind Bank and the contractor shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after 45 days from the commencement of such informal negotiations, Punjab & Sind Bank and the contractor is unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All disputes, differences, claims and questions whatsoever arising from this Agreement between the parties and/or their respective representatives touching these presents or any clause or thing contained therein or otherwise in any manner relating to or arising from these presents shall be referred to the sole and the arbitrator shall be mutually appointed by both the parties. Any party desirous of making a reference to the Arbitrator shall give fifteen days Registered Acknowledgement Due notice of his intention to do so to the other party at his usual place of business or residence or of the place of their last notified address and the notice shall be deemed to have been served when it would ordinarily have been served when it would ordinarily have been sent by post. The notice sent by the arbitrator to the parties by Registered Post at the addresses mentioned in the Agreement will be considered sufficient service on the parties whether such notice is received by them or not is refused, or is returned undelivered.

It is further agreed that:

(a) The place of arbitration will be LUDHIANA.

(b)The arbitration proceedings will be governed by the Arbitration and Conciliation Act, 1996.

(c)The arbitration proceedings will be in the English language.

(d) The award will be recorded in writing, along with the reasons thereof.

(e) The Parties shall equally share the costs of the arbitrators' fees.

**CONFIDENTIALITY:**

This tender document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The Bank may update or revise the tender document or any part of it. The Recipient accepts that any such revised or amended document will be subject to the same obligation of confidentiality.

- All Punjab & Sind Bank product and process details, documents, data, applications, software, systems, papers, statements and business/customer information which may be communicated to or come to the knowledge of the selected bidder or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the selected bidder irrevocably agrees and undertakes and ensures that the selected bidder and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of Punjab & Sind Bank nor shall use or allow to be used any information other than as may be necessary for the due performance by the selected bidder of its obligations hereunder.

- The selected bidder shall not make or retain any copies or record of any Confidential Information submitted by Punjab & Sind Bank other than as may be required for the performance of the selected bidder obligation under this Agreement. The selected bidder shall notify Punjab & Sind Bank promptly of any unauthorized or improper use or disclosure of the Confidential Information.

- The selected bidder shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also, so far as it is practicable, the selected bidder shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by selected bidder or its affiliates.

- The selected bidder shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries and these requirements have been fully complied with.

- The selected bidder hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of this Agreement or disclose the information submitted by Punjab & Sind Bank under this Agreement to any third party unless such disclosure is required by law or for the purpose of performing any of its obligations under this Agreement.

- It shall be the incumbent duty of the selected bidder to undertake not to disclose any business related information of Punjab & Sind Bank to any third person and the selected bidder shall keep all knowledge of the business activities and affairs of Punjab & Sind Bank strictly confidential and also to ensure that neither the selected bidder nor any of its officers, employees directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of Punjab & Sind Bank.

- However, the confidential information will not be limited to the information mentioned above but not include the following as confidential information:

- Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;

- Prior to the disclosure by Punjab & Sind Bank was known to or in the possession of the selected bidder at the time of disclosure;
- Was disclosed or parted with the prior consent of Punjab & Sind Bank;
- Was acquired by the selected bidder from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from Punjab & Sind Bank.
- The selected bidder agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit. Notwithstanding above Punjab & Sind Bank shall take all the reasonable care to protect all the confidential information of consultant while performing of the services.
- The provisions of this Clause shall survive the termination of contractual agreement.

**Non-Disclosure Agreement (NDA)** - The selected bidder shall execute Non Disclosure agreement in the format provided by the Bank within one month from the date of acceptance of letter of empanelment or signing of work order/SLA the NDA shall be executed by the authorized signatory of the successful Applicant. The date of letter of empanelment shall be treated as date of empanelment and the time-line for empanelment shall be worked out with reference to this date.

## TENDER FORM

The Regional Manager  
Punjab & Sind Bank  
Regional Office  
5<sup>th</sup> Floor, Noble Enclave  
Bhai Bala Chowk  
Ludhiana  
E-mail: RO.LUDHIANA@psb.bank.in

Dear Sir,

**Sub. :- INTERIOR FURNISHING, ELECTRICAL, DATA CABLING, AIR- CONDITIONING AND ALLIED WORKS OF PUNJAB & SIND BANK BRANCH AT DORAHA LUDHIANA**

Having visited the site and examined the conditions of contract, Specifications and Schedule of Quantities for the above named works, I/We offer to undertake and complete the whole of the subject work in conformity with the said conditions of Contract, Specifications and Schedule of Quantities for the sum stated in Schedule of Quantities of this Tender Document or such other sum as may be ascertained in accordance with the said conditions of contract.

I/We undertake to complete and deliver the whole of the work comprised in the contract within 45 days. We have independently considered the amount of liquidated damages, Contractors All Risk (CAR) insurance policy and Fire Insurance. The Contractors All Risk (CAR) and Fire insurance policy shall be obtained for the tender value in the joint names of Punjab & Sind Bank and Contractor from an approved Insurance Company for a Suitable period and the policy will be deposited with of Punjab & Sind Bank. Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and conditions of the said contract annexed here to so far as they are applicable or in case of default will pay to bank the amount mentioned in the said conditions. I/We agree to abide by this Tender till the Period of completion from the date fixed for receiving the same or agreed extended period and it shall remain binding upon us and may be accepted at any time before the expiry of the period. Unless and until a formal Agreement is prepared and executed, this tender together with your written acceptance thereof shall constitute a binding contract between us. I/We understand that if our tender is accepted, I/We are to be jointly and severally responsible for the due performance of the Contract.

I/We deposited a sum of Rs. \_\_\_\_\_ As earnest money in the form of Demand draft bearing no. \_\_\_\_\_ dated \_\_\_\_\_ of \_\_\_\_\_ drawn in

favour of Punjab & Sind Bank, RO Ludhiana which is not to bear any interest. Should I/We fail to execute the contract (as per banks Performa in non – judicial stamp paper) when called upon to do so, the EMD may be forfeited by of Punjab & Sind Bank. I/We understand that you are not bound to accept the lowest or any Tender you receive.

2. Our Bankers are:-

---

3. The name of our firm partners are:

Bidder Seal & Signature

Name:

Address:

Mobile Number:

Email ID:

Witness Seal & Signature

Name:

Address:

Mobile Number:

Email ID:

**FORMS OF TECHNICAL BID**

**1.) DETAILS OF THE FIRM (To be submitted as Annexures as listed below from A-E)**

**ANNEXURE A**

<b>SNo.</b>	<b>Information regarding</b>	<b>Details to be furnished by the Bidder</b>
1)	Name & Address of the firm	
2)	PAN No.	
3)	Type of organization & year of Incorporation.	
4)	Correspondence address with contact person, name, telephone number, mobile number, E-mail etc.	
5)	Name & details of Directors/Partners/ Proprietor	
6)	Company Profile with year of establishment	
7)	Income Tax No.	.
8)	GST No.	
9)	Names of the Bankers with address	1. 2. 3.
10)	Turnover of the company. Please provide the details for the last 3 years ending March 31, 2026. (Certified copies of audited Balance Sheet and profit & loss account statement to be enclosed ) (in Lacs) (in INR)	FY 2022-2023-Rs FY 2023-2024-Rs FY 2024-2025-Rs FY 2025-2026-Rs
11)	Details of the work executed by the firm during last 5 Financial years (only those works to be mentioned that qualify the prequalification criteria). Copies of Satisfactory work certificate obtained from employers to be enclosed.	Annexure B to be filled up.

**I/We confirm that to the best of our knowledge this information is authentic and accept that any deliberate concealment will amount to disqualification at any stage.**

**Seal and Signature of the Bidder/s**

Date:

Place:

**ANNEXURE B**

**LIST OF CONTRACTS EXECUTED DURING LAST 5 YEARS**

<b>S.No.</b>	<b>Name and address of client/employer client/ employer</b>	<b>Supervising Authority under whom the work was carried out(Name and Designation)</b>	<b>Work Order Ref No &amp; Date</b>	<b>Contract Period</b>	<b>Contract Value ( In Rs Lacs)</b>	<b>Copy of work order and Performance certificate enclosed</b>	<b>Remarks</b>

Signature of the Bidder with Seal

**ANNEXURE C**

**PAST PERFORMANCE**

Names along with address and telephone numbers of two organization for whom work done in the past and who are in a position to certify the past performance of your firm

Sr.No	Name of the employer	Address	Telephone Number/Mobile	Fax/E-mail

Signature of the Bidder with Seal

**ANNEXURE D**

**ORGANIZATIONAL SET UP AND TRAINED MAN POWER AVAILABLE**

Sr.No.	Name	Employee Code	Qualification	Experience	Works done	Employed with your firm since	Any other information

Signature of the Bidder with Seal

**ANNEXURE E**

Details of litigation / arbitration cases resulting from the contracts executed by your firm in the past or currently under execution

Year	Award for/Against Applicant	Name of Client	Cause of Litigation	Disputed Amount	Actual Award Amount

Signature of the Bidder with Seal

**ANNEXURE F**

List of Equipment and Machineries

SR NO	List of Equipment and Machineries
1	
2	
3	
4	

Signature of the Bidder with Seal

AGREEMENT FORMAT (to be executed on stamp paper)

This agreement made on \_\_\_\_ day of the month \_\_\_\_\_ in the year 2026 BETWEEN-----  
----- (Name of the Bank) a body Corporate constituted and functioning under the Banking Companies  
(Acquisition and Transfer of undertaking Act) 1980 with its Corporate Office at  
....., represented by its duly  
constituted attorney Sri....., (name and designation), hereinafter referred to as "BANK",  
which expression shall unless exclude by or repugnant to the context mean and include its successors in  
interest and assignees on the one part and (Name of the Contractor), a company registered under  
Companies Act, 2013/ a firm registered under Partnership Act 1932 having its registered office at  
represented by its (Authorized Signatory) Sri ..... hereinafter referred to as the "SERVICE  
PROVIDER" on the other part; WHEREAS the Bank having agreed to engage the contractor for execution  
of FOR CIVIL, FURNISHING/RENOVATION, INTERIOR AND ALLIED WORKS FOR PUNJAB &  
SIND BANK, BRANCH, AT DORAHA LUDHIANA(PUNJAB) as per the specifications/requirements  
and the terms and conditions finalized between the contractor and the Bank,

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz.
  - 2.1 The tender document with all Annexures and Commercial Bids
  - 2.2 The Tender, Letter of Acceptance, Letters from & to the Service provider, if any, leading to and prior to acceptance letter.
  - 2.3 Scope of work, Term and Conditions of the Tender.
  - 2.4 Minutes of pre-bid meeting, if any.
  - 2.5 The details submitted in technical bid and such other documents.

In consideration of the payments to be made by the Bank to the contractor, the contractor hereby covenants and agrees with the Bank to render the service in conformity with and subject to all terms and conditions/rules as mentioned in the General Conditions as also in the aforesaid documents which shall form part of this agreement.

In witness whereof the parties hereto have here unto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the said service provider, \_\_\_\_\_ to  
..... (Name of the Bank) \_\_\_\_\_ in the presence of:

Signature of Bidder (with seal)

Signature of Authorized representative of the Bank / Accepting Authority.

Witness (Signature, Name & Address):

- 1).
- 2).

## **DEEED OF INDEMNITY**

This Deed of Indemnity executed at LUDHIANA on the \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ (hereinafter referred to as “the Obligor” which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

**IN FAVOUR OF PUNJAB & SIND BANK**, a body Corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act of 1980 having its Corporate Office at Punjab & Sind Bank, Plate-B, Block-3, NBCC Tower, East Kidwai Nagar, New Delhi and Regional office at 5<sup>th</sup> Floor Noble Enclave, Bhai Bala Chowk Ludhiana-141001 (hereinafter referred to as “Punjab & Sind Bank” which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors and assigns)

**WHEREAS** Punjab & Sind Bank vide its Tender No [-----] dated [-----] (Tender) had invited Bids from the eligible Bidders for Interior Furnishing, Electrical, Data Cabling & Air-Conditioning and Allied Works for Regional Office Ludhiana.

### **WHEREAS**

#### **1) The Obligor has**

- a) Offered to Punjab & Sind Bank the service(s) as stated under Scope of Work of Tender;
  - b) Represented and warranted that it has all permissions, consents, approvals and license from all authorities, both regulatory / statutory and non-regulatory, for executing the services as stated in the Contract dated..... /Tender;
  - c) Represented and warranted that the aforesaid services offered to Punjab & Sind Bank do not violate any provisions of the applicable laws, regulations or guidelines. In case there is any violation of any law, rules or regulation, which is capable of being remedied the same will be got remedied immediately during the implementation, maintenance and contract period to the satisfaction of Punjab & Sind Bank;
  - d) Represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such Contract with Punjab & Sind Bank;
- 2) Punjab & Sind Bank, relying and based on the aforesaid representations and warranties of the Obligor, has agreed to avail the services from the Obligor on the terms and conditions contained in its Contract dated \_\_\_\_\_ (**the Contract**) with the Obligor;

- 3) One of the conditions of the aforesaid Contract/Tender is that the Obligor is required to furnish an indemnity in favour of Punjab & Sind Bank indemnifying the latter against any loss, damages or claims arising out of any violations of the applicable laws, regulations, guidelines during the execution and rendering/delivery of service(s) to Punjab & Sind Bank and/or due to breach of terms and conditions of the Contract by the Obligor and/or on account of misconduct, omission or negligence or otherwise by the Obligor.
- 4) In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of Punjab & Sind Bank as hereinafter appearing;

**NOW THIS DEED WITNESSETH AS UNDER: -**

The words and expressions not specifically defined shall have the same meanings as are respectively assigned to them in the Tender/the Contract.

In consideration of Punjab & Sind Bank having agreed to award the Contract to the Obligor, the Obligor hereby unconditionally, absolutely and irrevocably agree and undertake that : -

- 1) The Obligor shall, at all times hereinafter, save and keep harmless and indemnified Punjab Sind Bank, including its respective directors, officers, employees, agents and representatives and keep them indemnified from and against any claim, costs, charges, damages, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the Contract and any loss or damage caused from and against all suits and other actions that may be instituted taken or preferred against Punjab & Sind Bank by whomsoever and all losses, damages, costs, charges and expenses that Punjab & Sind Bank may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws and also from the environmental damages, if any, which may occur or result from the terms of the Contract.
- 2) The Obligor further agrees and undertakes that the Obligor shall, ensure that all the permissions, authorizations, consents and licenses are obtained and renewed from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, rules, regulations, guidelines, orders framed or issued by any appropriate authorities.
- 3) If any additional approval, consent or permission is required by the Obligor to execute and perform the Contract during the currency of the Contract, it shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
- 4) The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Contract or other agreement, or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of Punjab & Sind Bank or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defense of an indemnifier.
- 5) The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this

indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it or to Punjab & Sind Bank).

- 6) This indemnity shall survive the Contract.
- 7) Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the Contract and/or as stated above
- 8) This indemnity and other non-contractual obligations arising out of this indemnity, shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably and unconditionally agrees that any legal action, suit or proceedings arising out of or relating to this indemnity may be brought in the Courts/Tribunals at LUDHIANA (U.T). Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be end in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.
- 9) Punjab & Sind Bank may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity- ty, except with the prior written consent of Punjab & Sind Bank.

**IN WITNESS WHEREOF** the Obligor has signed these presents on the day, month and year first above written.

Signed, sealed and delivered by the said service provider, \_\_\_\_\_to  
\_\_\_\_\_ (Name of the Bank)

Form 7: Documents relating to Bid Security.

Note: To be submitted as part of Technical bid, along with supporting documents, if any. Submit as Form 7 as part of Technical bid, a Bid Securing Declaration In lieu of bid security in the following format. Bidders exempted from submission of bid security are also required to submit this.

**Format 1.1: Bank Guarantee Format for Performance Security**

To  
The Regional Manager  
Punjab & Sind Bank  
Regional Office  
LUDHIANA  
E-mail: RO.LUDHIANA@psb.bank.in

Whereas..... (Name and address of the contractor) (hereinafter called “the contractor”) has undertaken, in pursuance of contract no ..... date..... to supply ..... (Description of goods and Works/ Services) (Herein after called “the contract”).

And whereas you have stipulated it in the said contract that the contractor shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract; And whereas we have agreed to give the contractor such a bank guarantee.

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of .....(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until the .....day of .....20.....

Our.....branch at.....\*(Name & Address of the .....\*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our .....\* branch a written claim or demand and received by us at our .....\* branch on or before Dtd..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....  
.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of Branch

\*Preferably at the headquarters of the authority competent to sanction the expenditure for the procurement of goods or at the concerned district headquarters or the state headquarters.

**UNDERTAKING FOR INTEGRITY  
PACT**

To,  
The Regional Manager  
Punjab & Sind Bank  
Regional Office, LUDHIANA

Dear Sir,

**Integrity Pact**

**Subject: Submission of Tender for the work.....**

I/We acknowledge that Punjab & Sind Bank is committed to follow the principle of transparency equity and competitiveness 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 Punjab & Sind Bank. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 6 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, Punjab & Sind Bank shall have unqualified, 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)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of Punjab & Sind Bank.

## **PRE CONTRACT INTEGRITY PACT**

Between  
**Punjab & Sind Bank (PSB)** hereinafter referred to as "**The Principal**",

And

---

Here in after referred to as "**The Bidder/ Contractor**"

### **Preamble**

The Principal intends to award, under laid down organizational procedures, contract/ s for **E-tender For Civil, Furnishing, Electrical & allied Works of Punjab and sind bank DORAHA branch, Ludhiana**. 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 has appointed 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 I 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 persons.

(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. 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 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 contract 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 proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, similarly the Bidder(s)/Contractors(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 or 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 if 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 transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise 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 dealings".

#### **Section 6 - Equal treatment of all Bidders I Contractors I 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 bidders who do not sign this Pact or violate its provisions.

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, 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**

The Punjab & Sind Bank has appointed the following Independent External Monitors (IEM) as per Central Vigilance Commission guidelines.

**Name and addresses of the Monitors are given below:**

**1. Sh. Debal Kumar Gayen , E-mail: - gayen.dk@gmail.com, Phone No.- 9831268698**

**2. Sh. Parmod Kuymar Garg, E-mail: - pkgarg.1957@gmail.com, Phone No.-9810778058**

(1) The task of the IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would 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 MD& CEO of Punjab & Sind 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 Contractor. The Contractor 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-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(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 of Punjab & Sind Bank and rescue 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 the Contractor. The parties offer to the Monitor the option to participate in such meetings.

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

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

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

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

### **Section 9 - 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 from 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 of Punjab & Sind Bank.

**Section 10 - Other provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. LUDHIANA.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) 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:

(Name & Address)

Witness 2:

(Name & Address)

**SPECIFICATIONS/BRAND NAMES OF CIVIL AND FURNISHING MATERIALS AND FINISHES**

**In case it is established that the brands specified below are not available in the market are subject to the approval of the alternative brand by the Architect**

<b>S. NO</b>	<b>ITEM</b>	<b>COMPANYMAKE</b>
1	REINFORCEMENTSTEEL	TATA,SAIL,JINDAL,RATHIKAMDHENU
2	AACBLOCK	BILT,MAGNA,ULTATECHORLOCALAVAILABLE
3	CEMENT	ORDINARY PORTLAND CEMENT 43 GRADE MANUFACTUREDBYACC/BINANI/JAYPEE/ULTRA TECH/AMBUJA
4	POLYSULPHIDESEALANT	PIDISEALBYM/SPIDILITEINDUSTRIESLTD.,FOSROC, SHALIMAR, ROFF
5	WATERPROOFINGCOMPOUND	CICO,FOSROC,DRFIXIT,ROFF
6	SHUTTERINGPLYWOOD	GREEN,CENTURY,ARCHID
7	TOUGHENEDGLASS	TRUTUFFOREQUIVALENT
8	GLASS/LACQUEREDGLASS	MODIFLOAT.ST.GOBAIN.,ASAHI
9	WIREDGLASS	6MMTHK.WIREDGLASSMANUFACTUREDBYHINDUSTAN SAFETY GLASS WORKS LTD. CALCUTTA, OR VALLABH GLASS WORKS GUJRAT. /HARYANA SHEET GLASS.
10	WHITECEMENT	J.K.WHITECEMENT,BIRLAWHITECEMENT
11	DISTEMPER,PAINT	ENAMEL,PLASTICEMULSIONMANUFACTUREDBY BERGERPAINTS,ASIANPAINTS,NEROLAC,SHALIMAR PAINT, ICI.
12	PLASTEROPARIS	SHRIRAM,SAKARNI,BIRLA,J. K
13	PUTTY	ASIANPAINTS.,JK,BIRLA
14	EXPANSIONBOLTSFORFIXING	DASHFASTENERSOFAPPROPRIATESIZEBYHILTIOR EQUIVALENT
15	WINDOW HARDWARE	HETTICH,KAFF,EBCOORHAFFLE
16	CERAMICTILES	JOHNSON,SOMANY,KAJARIA,VARMORA,
17	VINYLFLOOR	ARMSTRONG/RIKVIN,WONDER FLOOR.
18	VITRIFIEDTILES	JOHNSON,SOMANY,KAJARIA,VARMORA,SIMPOLO(WHI TE BASE)
19	GLAZEDTILES	JOHNSON,SOMANY,KAJARIA,VARMORA
20	SPECIAL CERAMIC TILES	SARASWATICERAMICS,OTHERAPPROVEDPOTTERY IN DELHI / KHURJA
21	HINGESANDDRAWERSLIDE, KEYBOARD	KAFF,HETTICH, OZONE,HAFFLE,EBCO
22	LOCKS,HANDLES	GODREJ,DORSET,DORMA,ASPA
23	DOORCLOSERS,FLOORSPRING,DOO R STOPPERAND HARDWARE FITTING	DORMA,DORSET,OZONE,GODREJ
24	ALUM,TOWERBOLTS,MAGNETIC CATCHER HARDWARE FITTING,	EBCO,EVERITE, SIGMA,HETTICH, NIKON

25	MSSCREW	NETTLE FOLD, CALIBER, ARASNA, SUPERMAX
26	M.S.PIPES(RAILING)	JINDAL, APOLLO
27	FLUSHDOORS	DURO, CENTURY, GREENPLY, ARCHID
28	VENEER	DURO, CENTURY, GREEN
29	LAMINATE	GREENLAM, CENTURY, ARCHID
30	PLYWOOD, BLOCKBOARD	DURO, CENTURY, GREEN, ARCHID
31	STRUCTURALSTEEL	SAIL, TISCO, JINDAL.
32	TEXTURETILES FOR FALSE CEILINGS / FIBER CEMENT BOARD	ARMSTRONG, EVEREST INDUSTRIES LTD.
33	WOOD	TEAKWOOD FIRST CLASS OF CPOR BURMA
34	M.S. ALUMINIUM LINEAL CEILING	INTERARCH, VISTA.
35	VENETIAN BLINDS	TRAC, VISTA, MAC, HUNTER DOUGLAS
36	GYP BOARD CEILING	GYPSUM INDIA, LAFAARZ., ST. GOBAIN
37	HEAT REFLECTIVE FILM	GARWARE, 3M, SUNBIRD, WISDOM
38	ADHESIVE	FEVICOL SH, CENTURY, VEMICOL, JIVANJOR
39	TILE ADHESIVE	UNITILE, ROFF CHEMICALS, KAJARIA.
40	MIRROR	ATUL, JOLLY, MODIGUARD, ASAHI
41	G.I. PIPE AND FITTINGS	TATA, JINDAL, APOLLO, UNIK,
42	CENTRIFUGALLY CAST (SPUN) IRON SOIL WASTE & VENT PIPE & FITTINGS	JAYASWAL NECO (NAGPUR), C.I.A.L. (DURGAPUR)
43	WOOD PRESERVATIVE	WOODGUARDOR APPROVED EQ/ICI.
44	ALUMINIUM COMPOSITE SHEET	ALUCOBOND, ALSTONE, EUROBOND.
45	ALUMINIUM SECTIONS	JINDAL, INDAL, HINDALCO.
46	C.I./R.W.P.	NECO, RIF, IISOREQ.
47	C.P. BRASS FITTING	JAGUAR, PARKO, PARRYWARE, GROHE, KOHLER

48	SANITARYWARE	HINDWARE, PARRYWARE,JAGUAR,GROHE,KOHLER
49	STAINLESSSTEELSINK	DIAMOND,NIRALI,JAYNA,NILKANTH,
50	SANITARYFITTINGSVISIBLE	JAGUAR,GROHE, KOHLER,PARRYWARE
51	PVC,U.P.V.CPIPE	SUPREME,PRINCE,ASTRAL,FINOLEX
52	CIBRASSLAPIPES	ELECTRO STEEL,KESORAM
53	STONEWAREPIPES	BHASKAR,ANAND,
54	R.C.CPIPES	ISIMARKEDOFAPPROVEDQUALITY
55	LOFTTANK	SYNTAX, UNIPLAS,PLOYION
56	CIPIPES&WORK	NECO,RIF,SIF,BISOREQUIVALENTISIMAKE
57	ANTITERMITE	THIDDAN(35E.C.),DURSBAN-20TC,TRISHUL
58	GATEVALVES	LEADER, ZOLOTO
59	PLASTICW.CSEATCOVER	COMMANDER,DIPLOMAT
60	GUNMETALVALVE(FULLWAYCHECK & GLEBE VALVES)	LEADER,SANT,ZOLOTO
61	C.I.VALVE(FULLWAYCHECK&GLEBE VALVES)	KIRLOSKAR, LEADER,ZOLOTO
62	CPVC	PRINCE,ASTRAL,FINOLEX,SUPREME,
63	READYMIXCONCRETE	ACC,ULTRATECH,RMCINDIA,LAFARGE
64	ACRYLICSOILDSURFACE THERMOFORMED	DUPONT,LG,AVONITE
65	CHAIRS/SOFA	GODREJ,METHODEX,FEATHERLITE,AFC, GEEKAY

**LIST OF APPROVED MANUFACTURERS FOR DIFFERENT ELECTRICAL MATERIALS**

<b>S. NO.</b>	<b>ITEM</b>	<b>COMPANYMAKE</b>
1	MEDIUM VOLTAGESWITCHGEAR	
a	MOULDEDCASECIRCUITBREAKER	SCHNEIDER/LEGRAND/SIEMENS,L&THAGGAR, HAVELLS (MCCB)
b	SWITCHFUSEUNIT	HAVELLS/L&T/EE/CROMPTON/HHELCON
c	HRCFUSE	HAVELLS/L&T/EE/HHELCON
d	CHANGEOVERSWITCH	HAVELLS/L&T,SEIMENS
2	VRF/VRVACSystem	DAIKIN/OGENERAL/HITACHI
2(a)	SplitAC	DAIKIN/BLUESTAR/HITACHI(5StarINVERTERAC)
3	CENTRIFUGALFANS	KRUGER/NICOTRA/GREENHECK/AIRFLOW
4	INLINEFANS	KRUGER/NICOTRA/GREENHECK/AIR FLOW
5	G.I.Sheets	SAIL/TATA/JINDAL
6	FACTORFABRICATEDDUCTING	ROLASTAR/ZECO/DUCTOFAB
7	WELDING ROADS	ADVANI/L&T
8	DUCTSUPPORTS	HILTI/WALRAVEN/GRIFFLE
9	ANCHOR/FASTENER	HILTI/FISHER/STERLING
10	ALUMINIUMTAPE	JOHNSON/BIRLA/3M
11	GRILLS/DIFFUSERS/FIREDAMPERS	GLENSTORMS/SYSTEMAIR/RUSKINTITUS
12	INSULATION/ACOUSTICLININGFOR DUCTING	ARMACELL/UROBATEX/VIDOFLEX
13	INSULATIONFORREFRIGERENTFOR PIPE	ARMACELL/UROBATEX/VIDOFLEX
14	COPPERREFRIGENTPIPE	RAJCO/MANDEV/MAHFLOW
15	UPVCDRAINPIPE	SUPREME/ASTRALS/FINOLEX
16	CANVASCONNECTION	MAPRO/GLENSTORMS/ASTAR
17	PROPELLERTYPEEXHAUSTFAN	KRUGER/HAVELLS/MARATHAN/ORIENT/USHA/BAJAJ
18	MCB/ELCB/DBS/MCCB	SCHNEIDER/LEGRAND/SIEMENS,L&THAGGAR, HAVELLS
19	ACB	SCHNEIDER(MG-NSSERIES)/SIEMENS(3WT)/L&T(D-SINE)
21	MVCONTRACTORS/TIMER/STARTERS	L&T/SIEMENS/LEGRAND
22	PROTECTIVERELAYS	L&T/ SIEMENS,ALSTOM,ABB
23	ALLMETERS	ENERCON/NEPTUNE/SIEMENS
24	AMMETER/VOLTMETER	A.E/INDOTECHORAPPROVEDEQUIVALENT
25	INDICATIONLAMPS/PUSHBUTTON	L&T/SCHNEIDER/VASHINO,CONCORD,SIEMENS
26	CAPACITOR	L&T/SIEMENS/NEPTUNE

27	TERMINALBLOCKS	ELMEX/WAGO/CONNECT-WELL
28	CURRENTTRANSFORMER	AEP/KAPPA/INDITECH
29	SELECTORSWITCH	KAYCEE/L&T/BCH/AREVA/ABB
30	BUSBAR	JINDAL/INDALCO/CENTURY
31	LTCABLES/CONTROLCABLE	SKYTON/FINOLEX/POLYCAB/GLOSTERALLFRLS
32	SWITCH SOCKET/METALCLAD SOCKET	LEGRAND(MYRIUS),/ANCHORROMA,HAVELLS (CRABTREE)
33	CABLETRAY	PILCO/NEEDO,SLOTCO,VENUS,ERACONTROLSYSTEM
34	HUNGS	DOWELS
35	CONNECTORS	ELMEC/DELCITY/WAYTEK
36	CABLEGLAND	STRIPWELL/COMMET/SIEMENS,GROMMET,POWERENGG
37	MVPANEL(TTA)	SIEMENSPAN/ABBR2K/SCHNEIDERBLOCKSET
38	GICONDUIT	BEC/AKG/STEELCRAFT
39	MOTORS	SIEMENS/ABB/CROMPTON
40	PVCPPIPE	FINOLEX/PRINCE/SUPREME
41	ELECTRICALPANEL	KRYPTON/RISHA/KEPL,ERACONTROLSYSTEM/SPT SWITCHGEARS/EVA`ENGINEERS
42	G.I PIPE	TATA/JINDAL/BHUSAN
43	EARTHLEAKAGE CIRCUIT	HAGER/LEGRAND/MERLINGERIN
44	FIREALARMSYSTEM	SYSTEMSENSOR/EDWARDS/APPOLO/AGNI
45	DATA COMPONENTS	AMP/SYSTMATICS/LEGRAND
46	ACCESSCONTROLSYSTEM/CCTV SYSTEM	BRIVO/HONEYWELL/DATS/LENEL/TYCO/SIEMENS
47	DOORPHONE	PANASONIC/ZICOM/SOLUS(SECURE)
48	READER	BRIVO/HID
49	SMART PROXIMITYCARD	BRIVO/HID
50	CAPACITOR BANKS	L&T/SIEMENS/ALSTOM
51	PVCINSULATEDCOPPERCONDUCTOR STRANDED	FINOLEX/POLYCABFRLS/HAVELLS
52	CONTROLWIRESOF1100VGRADE	
	COPPERLUGSHEAVYDUTY	DOWELLS
53	MEASURINGMETERS	AUTOMATICIELECTRIC/KAPPA/ENERCON
54	DIGITALMETERS&KWHMETERS	SECURE/L&T/ENERCON
55	PUSHBUTTONS	L& T/SIEMEN/ABB
56	WIRINGCABLE	FINOLEX/POLYCAB/HAVELLS/RRCABLESALLFRLS
57	M.S.CONDUITSANDASSESSORIES	BEC/AKG/ESC
58	P.V.C.CONDUITSANDACCESSORIES	BEC/AKG/POLYPACK/ESCALLFRLS
59	LIGHTFIXTURES	PHILIPS/HAVELLS/SYSKA/WIPRO
60	FAN	USHA/CROMPTON/HAVELLS
61	ANYOTHERITEMS	SAMPLETOBEAPPROVEDBYBANK/ARCHITECT

In the event of the materials of makes called for are not available and alternative makes are approved (by the consultant) for incorporation in the work, the rates quoted shall be suitably amended based on the price variation between the specified makes and alternative makes on the day the alternative makes are accepted.