



Request for Proposal For

**NOTICE INVITING E-TENDER FOR
SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF TWO NO. LIFTS, AT PUNJAB & SIND BANK,
ZONAL OFFICE BUILDING SITUATED AT SCO 84-91, BANK SQUARE, SEC-17 B, CHANDIGARH- 160017.**

E-TENDER REFERENCE NO:

PSB/ZO/ CHANDIGARH/PREMISES/TENDER/11/2025-26

Date of issue of E-Tender	14.01.2026
Bid Submission Start Date	14.01.2026 by 11:00 AM
Pre- Bid Meeting Date	19.01.2026 at 12:00 PM
Bid Submission End Date	27.01.2026 up to 14:00 hrs
Technical bid opening date	27.01.2026 at 15:30 AM
Financial Bid Opening date	Will be informed subsequently to technically qualified bidders.

Address: Zonal Office: Punjab & Sind Bank, Zonal Office Chandigarh, SCO 84-91, First Floor, Bank Square, Sector 17B, Chandigarh 160017

E-mail: Amit.Ranjan2@psb.co.in; zo.chandigarh@psb.co.in

Phone No. 8920571436

ARCHITECT:

M/s SPACE ACE

V-20, A/05, DLF PHASE-III,

GURUGRAM, HARYANA-122002.E-Mail: ankit@spaceace.in , spaceace.india@gmail.com

Mobile: + 91-8527253808, 9312650035

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 there for. This document is prepared by Punjab and Sind Bank for Furnishing & Allied Works for Punjab & Sind Bank *E-TENDER FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF LIFT, AT PUNJAB & SIND BANK, ZONAL OFFICE BUILDING SITUATED AT SCO 84-91, BANK SQUARE, SEC-17 B, CHANDIGARH- 160017.*

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 and 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 and Sind Bank, but an invitation for bidder's responses. No contractual obligation on behalf of Punjab and 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 and Sind Bank and the selected Bidder.

(TECHNICAL BID)

**NOTICE INVITING E-TENDER FOR
SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF TWO NO. LIFTS, AT PUNJAB & SIND BANK,
ZONAL OFFICE BUILDING SITUATED AT SCO 84-91, BANK SQUARE, SEC-17 B, CHANDIGARH- 160017.**

E-Tender reference	PSB/ZO CHANDIGARH/PREMISES/TENDER/11/2025-26
Date of issue of RFP (Request for Proposal)	14.01.2026
Address of Premises	Punjab & Sind Bank, SCO 84-91, Bank Square, 3rd floor, Sec-17 B, Chandigarh- 160017.
Total Estimated Cost	Rs. 40,00,000/- (Rupees Forty Lakh only; plus applicable GST)
Approved Makes	In CPWD Approved list in Category 'A' Class of Lift SCHINDLER / OTIS / KONE / JHONSON / MITSUBISHI
Earnest money deposit	Earnest money deposit of Rs. 80,000/- (EMD (Refundable) in the favour of Punjab & Sind Bank (D.D PAYABLE AT CHANDIGARH) #All MSEs having registration as per provisions of the Public Procurement Policy for Micro and Small Enterprises i.e. District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME and Start-ups (recognized by DIPP) are exempted from submission of Tender Fee and Bid security declaration only. Relevant/compatible and valid certificates should be submitted by the bidder in this regard to avail exemption.
Last date & time of receipts of tender bids	27.01.2026 up to 2:00 p.m.
Opening of Commercial/price bid	Only Eligible Tenderer shall be informed separately
Address of communication	Punjab & Sind Bank, Zonal Office, SCO-84-91, First Floor Bank Square Sector -17B, Chandigarh, 160017. Phone:8920571436
Email address	Amit.Ranjan2@psb.co.in ; zo.chandigarh@psb.co.in
Contact Telephone	Mr. Amit Ranjan (-Premises Department) Mob. -8920571436
Bids to be submitted	https://psb.eproc.in (Bidder has to submit the bid electronically)
Bid Validity Period	180 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 Annexure
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 wishes 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.
3. In case of any clarification/ queries regarding online registration/ participation, Bidders may reach out to: Email: psbsupport@c1india.com
Ph.: 0124-4302033/36/37.
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 Annexure & Appendices either through Bank's website <http://punjabandsindbank.co.in> or <https://psb.eproc.in>
2. Bank expects the interested Bidders to download the copy of the complete RFP document along with all Annexure & Appendices either through Bank's website <http://punjabandsindbank.co.in> or <https://psb.eproc.in>.

**NOTICE INVITING E-TENDER FOR
SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF TWO NO. LIFTS, AT PUNJAB & SIND BANK,
ZONAL OFFICE BUILDING SITUATED AT SCO 84-91, BANK SQUARE, SEC-17 B, CHANDIGARH- 160017.**

I. Product Description -

1	Capacity (kgs): Approximately 680 Kg
2	Passenger: 10 Persons
3	Travel Speed (m/s): 1.0
4	Provision of Lift announcement system
5	Drive System: A.C. Variable Voltage Variable Frequency with 16-Bit Microprocessor
6	Type of Controller: Simplex Full Selective Collective Control with or without attendant
7	Inter-floor distance - Gr. To Ist - 5571 mm (no stop on mezzanine) Ist to IInd - 3359 mm IInd to IIIrd - 4142 mm
8	No. of stops: 4 no. (i.e Ground, First, Second & Third Floors)
9	Floor designations: 0, 1, 2, 3
10	Floors Served: Ground to 3rd floor
11	Travel height: 13.0 m to 14.0 m (approx.)
12	NOC from lift inspector including statutory fees and lift license : To be arranged by the lift installation agency only.
13	Provision and fixing of support structures, hoisting beam / hook fixed in the roof slab of machine room, brick fixation plate including scaffolding etc. as required.
14	Lift Well Size [clear inside shaft] (W × D) mm: 2020 mm Width x 1820 mm Depth (approx.) [Final dimension need to be coordinate with updated architectural plan.]
15	Minimum Clear Car size (mm): 1300 mm (W) x 1350 mm (D) x 2200 mm (H)
16	DOOR WIDTH & HEIGHT: Two Speed Slide Center Opening Automatic Stainless-Steel Panels in Hairline Finish with a clear opening of 800 MM [wide] x 2000 MM [high]
17	Car Enclosure: Constructed out of Stainless-Steel Panels in Hairline Finish

18	Hoistway Entrance: Emergency Key Opening at all Landings with a clear opening of 1200 MM [wide] x 2000 MM [high]
19	Door Operation: Automatic D.C. Door Operation with adjustable Door Opening and Closing timings
20	Power Supply: 415 Volts, 3 Phase, 50 Hertz Alternating Current
21	FAN: 1 No. with 300 MM Sweep
22	Lighting: Diffused LED Lighting in car
23	Indicators: Digital 7 Segment Direction and Position Indicators in both car and at all landings
24	Other Features:
	<ul style="list-style-type: none"> ▪ Battery Operated Emergency Light with Rechargeable Battery ▪ Battery Operated Emergency Alarm with Rechargeable Battery ▪ Adjustable Guide Shoes ▪ Micro Movement L.E.D. based Buttons ▪ Hands Free Press and Speak Intercom. ▪ Load Weighing device with overload Bypass feature ▪ Steel items, Door Frames Sill Angles, Fascia Plates, Spring Buffers. ▪ Automatic Phase Reversal Device ▪ System Capable of withstanding +10% to –10% Variation in Supply Voltage Fluctuations ▪ Car operation Panel – KDS -93 with Call registration White ▪ Manual Break Lever ▪ Stainless Steel Handrail ▪ Additional Car Gate Lock ▪ Automatic Break Testing after every 11 hours ▪ Infrared Safety Curtain ▪ Braille Fixtures ▪ Kick Plate / Skirting
	<ul style="list-style-type: none"> ▪ Lift Announcement System to announce floor levels in English language only ▪ Landing Door Fire Rated for One hour ▪ Car Platform constructed out of Cold Rolled Grain Oriented Formed Sheets of Steel ▪ 2 Phase Device Fire Man Drive ▪ Fire Man Switch at Main Lobby ▪ Car False Ceiling in Stainless Steel Finish ▪ Pit Ladder ▪ Motor compatible for 180 Starts Per hour.

	<ul style="list-style-type: none"> ▪Close Loop control sysem, ▪Self Diagnostic control, ▪2 Hours fire rated landing doors, ▪Automatic evacuation to nearest floor (ARD), ▪Alarm Horn, ▪Auto fan off, ▪Auto light off.
25	Other Selected Features: a) CCTV Cable preparation,b) Intercom - 2/3Way, c) Voice Synthesizer on car,d) Out of service mode,
26	One Year Warranty Maintenance with 24- Hour Call Back Service.
27	GREEN BUILDINGS COMPLIANT: Lifts should be disabled friendly: a) Braille b) Audio c) Grab Bar
28	CAR OPERATION PANEL: a) Stylish, touch sensitive glass panel / Push panel (as per individual lift manufacturers) b) Door open/close and alarm buttons, d) Car position Indicator, e) Pre-announcing arrows for collective controls,
24	Providing & Fixing of shaft reduction channels (if required) including the cost of scaffolding as required all complete to be included in the final pricing.
25	Providing & Fixing buffer blocks in lift pit.
26	Supply and fixing of Pit Ladder as per standard specifications / norms.

- Bidders must submit details of Lifts they have to offer(similar to above laid specifications)with all technical data sheets, model no. and specifications for reference/analysis purpose.

SECTION- I: DETAILS OF TENDER

1	Details of work to be done	SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF TWO NO. LIFTS AT PUNJAB & SIND BANK, ZONAL OFFICE BUILDING SITUATED IN CHANDIGARH
2	Form of contract	Item rate tender

3	Earnest money (Refundable)	Rs.40,000/- in form of demand draft in favor of the "Punjab & Sind Bankpayble at CHANDIGARH" Payable at Chandigarh in a Separate Sealed Envelope.
4	Period of contract / time of completion	100 Days
7	Eligibility Criteria	<p>a) Experience of having timely & successfully completed similar works viz., SITC of lifts in govt. sector / PSU's/educational institutes / Public Buildings during last 5 years ending last day of month previous to the one in which applications are invited should be either of the following:-</p> <p>[1] Two similar completed works costing not less than the amount equal to 60 % of the estimated cost. Or</p> <p>[2] One similar completed work costing not less than the amount equal to 80% of the estimated cost. Or</p> <p>[2] Three similar completed work costing not less than the amount equal to 40% of the estimated cost.</p> <p>b) Should not have been blacklisted by any PSU / Govt. Department (a self certification is required)</p> <p>c) The Bidder company/firm should have at least one branch offices(s) in Chandigarh/Delhi NCR for 100% support services. Documentary proof need to be submitted for office address.</p> <p>d) PAN, TIN & GST Numbers should be a mandatory requirement for all bidders and it should be clearly mentioned in tender documents.</p> <p>e) Average financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 20 lakh.</p> <p>f) Defect Liability and free maintenance period shall be twelve months from the date of virtual completion of the works.</p> <p>g) In case of manufacturer appointed agency, a certification from OEM addressing this particular</p>

		<p>job will be required for authentication in the prescribed format.</p> <p><i>Supporting document(s) to be enclosed for above or else bids will be rejected.</i></p>
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SECTION- II: SUMMARY OF SALIENT FEATURES

1	Type of Contract	Item rate basis
2	Validity of offer	180 days from the last date of submission of bid.
3	Earnest Money Deposit (Refundable)	Rs.80,000/- in form of demand draft in favor of “PUNJAB & SIND BANK, ZONAL OFFICE CHANDIGARH” Payable at Chandigarh in a Separate Sealed Envelope.
4	Date of commencement of work at site	Within 7 days from the date of issue of letter Intent.
5	Mobilization advance	20% advance will be paid against bank guarantee.
6	Period of completion	100 days from the 7 th day of issue of letter of Intent.
7	Payment terms	a. 20% payment against bank guarantee. b. 60% payment on receipt of material at site. c. 10% on mechanical installation. d. 10% on handover of lift to Bank.
8	Bank Guarantee	Bank Guarantee will be treated as performance guarantee & will be released on receipt of material of lift by agency to Bank.
9	Refund of EMD	EMD will be released on final handover of site.
10	Period of honoring of certificates	15 days from the date of issue of certificate of payments by the Architect.
11	Retention Money	10% to be retained from each R/A bill.
12	Defect Liability period	12 months from the date of issue of virtual Completion certificate by the Architect. (10% of retention money will be released after 1st year AMC been given to Bank directly by original lift manufacturer)
13	Liquidated Damages	0.5% per week or part there of subject to the max of 10% of total contract price.
14	Language for communication	English or any other regional language

15	Insurance, Custom Duties & taxes, work Contract tax, sales tax, service tax.	To be provided and paid by contractor (price quoted to include all taxes)
16	Rates of B.O.Q's items	To be quoted all-inclusive and including all taxes, charges, surcharges, cess etc. i.e., net to the Bank. (GST will be paid as extra)
17	Period of submitting final bill by contractor	One month from the date of virtual completion.
18	Labor Cess	1% of contract value will be deducted by Bank as labor Cess payable to Chandigarh Government.
19	Water charges	Water will be provided free of cost by the client.
20	Electricity charges	0.25% of the total project cost shall be deducted towards electricity charges from contractor's final bill.
21	Signing of Agreement	Within seven days of the issue of letter of intent/work order.
22	Income tax deduction	At prevailing rate from each running bill.

Signed this _____ dated _____ 2026

Signature of contractor
with date and seal

SECTION – III: NOTICE TO CONTRACTORS

M/s _____

SUB : SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF TWO NO. LIFTS AT PUNJAB & SIND BANK, ZONAL OFFICE BUILDING SITUATED IN CHANDIGARH.

Dear Sir,

1. The Punjab & Sind Bank, Zonal Office, Chandigarh takes the pleasure in inviting you to tender for the aforesaid work,
2. The tenders are required to submit their offer in Digitally (Two packet System i.e. Technical & Financial)
3. The clarification on technical issues, if any, may be obtained from the **Architect, M/s SPACE ACE, V-20A/05, DLF- City-III, Gurgaon, Haryana- 122002 Phone no 8527253808** on any working day during normal working hours.
4. The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of filling this tender and for entering into contract for the execution of the same and must examine the drawings and inspect the site of the work acquaint himself with all local conditions and matters pertaining thereto.
5. Each of the tender documents is required to be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with all the conditions/specifications, as laid down. Any tender with any of the document not so signed may be rejected.
6. Any additions and alternations made filling the tender must be attested by initial of the tenderer. Over-writing of figures is not permitted. Failure to comply with either of these conditions will render the tender void. No request, advice or any change in rates or conditions after submission of the tender will be entertained.
7. The EMD of the unsuccessful tenderers will be returned without any interest within 30 days, after a decision is taken regarding the award of the Contract. Any tender not accompanied by the requisite Earnest Money in Demand Draft will not be considered and shall stand rejected. It may be noted that conditional Tender may be liable to be rejected. The EMD of the Tenderer shall be forfeited in the following circumstances:-
 - (i) the Tenderer withdraws his bid;
 - (ii) the tenderer either fails to start the work within a period of 7 calendar days or fails to execute the agreement within 15 days after the receipt of letter of acceptance of tender or the Letter of intent;
 - (iii) the Tenderer fails to supply goods / services as per the terms of the Tender and Purchase / Work Order.
 - (iv) Any other justified reasons e.g. misleading or wrong information in the Bid, violation of the terms and conditions of the Tender, involvement in forming ring / cartel, submission of multiple bids in different names etc.
8. Within 7 (working) days of the receipt of intimation from the P&SB Bank of the acceptance of his/their tender, the successful tenderers shall be bound to implement the Contract by signing agreement in accordance with the terms and conditions of the contract attaching herewith, but the work order or the written acceptance by the P&SB Bank of tender will constitute a binding agreement between the P&SB Bank and the Contractors so tendering whether such formal contract is or not subsequently entered into.
9. All compensations or other money payable by the Contractor to Punjab & Sind bank the terms of this contract may be deducted from the retention money or from any sum that may be or may become due to the Contractor on any account whatsoever and in the event of the retention money being reduced by reason of- any such deductions the Contractor shall within 7 days of being asked to do so make good in cash or cheque any sum or sums which have been deducted from his retention money.

In case, where the same item of work is mentioned at more than one place in the Schedule of quantities the lowest of the rates quoted by the Contractor for the item shall be taken for the payment of that item.

10. Time is the essence of the Contract. The work should be completed in 100 days by the Contractor from 7th day of issue of letter of Intent to commence the work. Tenders shall not claim any extension of time. However, the Punjab & Sind bank to its sole discretion may extend the time for completion of work.
11. The contractor fails to complete the work by the schedule date of completion or within any sanctioned extended time, he will have to pay liquidated damages for the period that work remains incomplete as per the relevant clause.
12. The quantities contained in the Schedule are only approximate. The work as actually carried out and done will be measure up from time to time, for which payment will be made subject to the terms and conditions of the Contract.
13. Tender shall be valid for period of one hundred and eighty days (**180 days**) from the last date of submission of bid to Punjab & Sind bank. However, Bank is not bound to accept the lowest or any tender and reserves the right to accept or reject any or all tenders either in whole or in part, without assigning any reason for doing so along with their tender.

SECTION – IV: LETTER INVITING TENDER

To,

SUB : SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF TWO NO. LIFTS AT PUNJAB & SIND BANK, ZONAL OFFICE BUILDING SITUATED IN CHANDIGARH.

Dear Sir,

A. Sealed item rate tenders are invited for the subject work as detailed below:

A copy of tender document with one set of drawings is enclosed for submitting your offer.

Name of work : SITC OF 2no. LIFT AT P&SB ZONAL OFFICE BUILDING,
CHANDIGARH.

1. Time for completion : 100 DAYS
of the work

2. Earnest Money Deposit : Rs.80,000/- by demand draft in favor of “The Zonal Manager, Punjab & Sind bank Zonal Office Chandigarh.

Important: In case the contractor withdraws his offer within The Validity period of the tender, the earnest money deposited along with tender shall stand forfeited.

B. CONDITIONAL OFFER

1. Any tenderer who proposes alterations to any of the conditions, specifications laid down in the tender documents or proposes any new conditions, whatsoever will be liable to be rejected.
2. In case any tenderers, in spite of clause 1.0 above proposes any new conditions or proposes alteration to any condition / specifications, which will have financial effect if the condition/alteration are not accepted, then at the financial effect plus or minus shall be indicated by the tenderer against each such condition/alteration proposed by the tendered for withdrawal of the condition/alteration, along with his tender offer. No financial effect shall be considered after opening of tender.
3. **Bank** reserves the absolute right to accept / reject any or all tenders Without assigning any reason.

Kindly acknowledge the receipt of this letter with all enclosures and confirm that you will submit your order by due date.

4. **Bank** reserves the right to increase or decrease the quantity given in the tender. The quantities and drawing given are tentative and can vary and Change as per working drawings supplied for construction/furnishing.

SECTION – V: STANDARD TENDER OFFER

TENDER

- 1.0 I/We have read and examined the notice inviting tender, Schedule, specifications applicable, Drawings & Designs, General rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Quantities & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work. We have also visited the site and are familiar with the surroundings including applicable taxes.
- 1.2 I/We hereby tender for the execution of the work specified for by the **The Zonal Office, Chandigarh**, within the time specified in schedule, viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in General Rules and Directions and the Conditions of contract and with such materials as are provided by and in respects in accordance with, such conditions so far as applicable.
- 1.3 I/We agree to keep the tender open for one hundred & eighty days (**180 days**) from the last date of submission of bid and not to make any modifications in its terms and conditions.
- 1.4 A sum of Rs. 80,000/- (Rupees EIGHTY THOUSAND only) is hereby forwarded in the form of Demand Draft of a Bank as earnest money. If I/we, fail to commence the work specified I/we agree that the said The , Punjab & Sind Bank, Zonal Office Chandigarh or the authorized officer in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by him towards performance security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered.
- 1.5 I/We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived there from to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Bank.
- 1.6 I/We agree that should I/we fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited by Punjab & Sind Bank, Zonal Office Chandigarh and the same may at the option of the competent authority on behalf of Punjab & Sind Bank, Zonal Office Chandigarh, be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.
- 1.7 **Declaration –**
- i. I/We have read and understood the terms and conditions given in the Tender Document;
 - ii. I/We are eligible for award of the contract as per the qualification criteria mentioned in the Tender Document;
 - iii. I/We have accept and agrees to all the terms and conditions of the Tender;
 - iv. I/We shall comply with all the terms and conditions of the Tender;
 - v. All the information / documents provided in his bid are true to the best of my/our knowledge and belief. If at any stage, the information / documents are found to be false, misleading or incorrect then his Bid / Purchase Order shall be cancelled at his cost and risk and I/We shall indemnify the Bank for the loss caused due to the cancellation and I/We shall be liable for penal / legal action including blacklisting.

- vi. I/We understand that the Institute reserves the right to cancel the Tender at any stage or to cancel / reject any one or more bid without incurring any liability.

Dated.....

Sign. & Stamp of Contractor

Postal Address

Witness:

Address:

Occupation:

ACCEPTANCE

The above tender (as mentioned by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of Punjab & Sind Bank, Zonal Office Chandigarh for a sum of Rs..... (Rupees)

The letters referred to below shall form part of this contract Agreement:

- a)
- b)
- c)

For & on behalf of Punjab & Sind Bank, Zonal Office Chandigarh.

Dated

Signature/Designation.....

General note :

1. Tenderer signing the Tender should in case of firm clearly specify whether they are signing as (a) Sole proprietor (b) Partner (c) Under the owner of attorney (d) Director, Manager or Secretary etc. as the case may be. Copies of the documents authorizing the Tenderers signing the Tenders on behalf of such companies firms or persons should be attached with the Tender.
2. There should be no over writing/correction in schedule of rates. If any, that must be initialed. Conditional Tenders are also liable to be rejected. The rates must be inclusive of all taxes including carriage and local charges etc. (GST will be paid as extra)
3. If any Tenderer withdraws before the final acceptance of the Tender or if any fails to deposit the security as prescribed, with in stipulated period the earnest money of the Tenderer is liable to be forfeited.
4. Punjab & Sind Bank reserves the right to reject/accept any Tender or Tenders without assigning any reason thereof and may or may not accept the lowest or any of the Tender as the authority to accept the Tender rests with Punjab & Sind Bank, Zonal Office Chandigarh. He further reserves the right to accept all for any Tender in part/parts.
5. Punjab & Sind Bank will not be liable to pay any interest on the earnest money or security deposit, which remains in its custody.
6. Punjab & Sind Bank reserves the right to forfeit the earnest money and the security deposit, if after the acceptance of the Tender, the successful Tenderer, fails to comply with any of the terms & condition set out in agreements which may be drawn up as a consequence of the acceptance of the Tender, In such cases, the right to cancel the Tender/contract is also retained by the Bank and the decision of Punjab & Sind Bank (including forfeiture of the earnest Money/Security deposit) will be final and binding.
7. TDS will be recovered on the Gross amount payable for the work done as applicable from time to time.
8. If there is any dispute in the interpretation of any clause/clauses in the terms & condition of the contract or in case of any other dispute, the matter will be referred to the sole arbitrator nominated by Punjab & Sind Bank whose decision in this regard will be final & binding to both the parties.
9. If the contractor refuses to accept the work order for any specified work or fails to give the specified output, Bank reserves the right to get work done by other agency/contractor even at higher rates and difference of the cost will be deducted from the contractor's pending bills or security along with penalty, as the case may be.

10. The contractor shall receive all letters addressed to him by Punjab & Sind Bank either personally or through his authorized person failing which letters will be posted to him. Department will not be responsible for non-receipt of letters & contents of such letters shall be binding on the contractor as if these letters have been received by him on the date of posting.
11. The work will be done as per directions/specification given by the concerned. All works should be done as per tender specifications and list of makes provided in the technical bid.
12. Work at site should be commenced within 7 days from the date of issue of letter of Intent.
13. The work should be completed within 100 days from the 7th day of issue of letter of Intent.
14. Any attempt direct or indirect on the part of the Tenderer to influence by any means for the acceptance of a particular Tender will render the Tender liable to exclusion from consideration.
15. Next working day shall be applicable in case there happens to be a holiday on any of the dates above for sale and receipt of the Tenders.
16. Incomplete Tender, conditional Tender or Tender without earnest money is not likely to be considered.
17. In unavoidable circumstances like war, Civil Commotion, Fires, Floods Strikes or lock outs either party can intimate within 21 days of occurrence and upto 60 days on option to terminate the contract.
18. The contractor will be responsible & liable to make good any losses, which may be caused to the Deptt. or/and other agency due to negligence of the contractor and of his any employees

MANUFACTURER'S AUTHORIZATION (MAF)**MAF Letter Format (On OEM Letter head with seal)**

Date: _____

To,
_____ <<< NAME OF CLIENT/ORGANIZATION >>> _____

Subject: Manufacturer's Authorization Certificate

Tender Ref.: << PLEASE SPECIFY SPECIFIC TENDER REF.NO.>>

Dear Sirs,

This is with reference to the above mentioned Tender.

We hereby authorize <<NAME AND ADDRESS >> to offer our range of product in their tender bids. Being authorized <<NAME AND ADDRESS >> may make techno-commercial and commercial proposal for this tender.

Upon being awarded the work <<NAME AND ADDRESS >> are authorized to install and commission our range of products falling under <<SECTION/PRODUCT CATEGORY>> of this tender.

We as Original Electronic Manufacturers will provide all the techno-commercial and service support necessary to <<NAME AND ADDRESS >> for this project during the commissioning phase of the equipments and until hand-over.

Thanking and assuring best of our services at all times.

Yours faithfully

(Seal & Signature)

QUALIFYING BID DOCUMENT

S.No.	Description	To be filled by the bidder
1.	Name & address of the Firm/Company	
2.	Name & Designation of the authorized person submitting the Bid.	
3.	Companies specifically into execution of lift works. Proof to be submitted.	
4.	Tel. No.	
5.	E-mail	
6.	Number of years of experience in doing similar business.	
7.	<p>Experience of having timely & successfully completed similar works viz., SITC of lifts in govt. sector / PSU's / Public Buildings during last 5 years ending last day of month previous to the one in which applications are invited should be either of the following-:</p> <p>Two similar completed works costing not less than the amount equal to 60% of the estimated cost</p> <p style="text-align: center;">or</p> <p>One similar completed works costing not less than the amount equal to 80% of the estimated cost.</p> <p>Or</p> <p>Three similar completed works costing not less than the amount equal to 40% of the estimated cost.</p>	
8.	PAN No. and IT returns for the last three financial years to be uploaded).	
9.	GST Registration No.	
10.	Details of EMD and tender fees.	EMD DD No. Date: Tender fees DD No. Date:
11.	Signed copy of the NIT documents. (TO BE UPLOADED)	
12.	The Bidder company/firm should have at least one branch offices(s) in Delhi/NCR for 100% support services. Documentary proof need to be submitted for office address.	
13.	Should not have been blacklisted by any PSU / Govt. Department.	

DECLARATION:

- i. I/We have read and understood the terms and conditions given in the Tender Document;
- ii. I/We are eligible for award of the contract as per the qualification criteria mentioned in the Tender Document;
- iii. I/We have accept and agrees to all the terms and conditions of the Tender;
- iv. I/We shall comply with all the terms and conditions of the Tender;
- v. All the information / documents provided in his bid are true to the best of my/our knowledge and belief. If at any stage, the information / documents are found to be false, misleading or incorrect then his Bid / Purchase Order shall be cancelled at his cost and risk and I/We shall indemnify the Bank for the loss caused due to the cancellation and I/We shall be liable for penal / legal action including black listing.
- vi. I/We understand that the Institute reserves the right to cancel the Tender at any stage or to cancel / reject any one or more bid without incurring any liability.

Dated _____

Sign. & Stamp of Contractor

Postal Address

Witness:

Address:

Occupation:

SPECIAL CONDITIONS OF THE CONTRACT

1.1.0 Insurance

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 employer 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 employer and fees for assessing the claim and in connection with its services generally therein and shall not cover any property of the Contractor or of any sub contractor or employee.

The contractor shall deposit the policy and receipt for the premiums with the employer 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 employer. In default of the contractor insuring as provided above, the employer on his behalf may so insure and may deduct the premiums paid from any 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 extension of time for completion, as the employer deems fit.

1.1.1 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 employer 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 employer against all claims which may be made against the employer 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 employer and the contractor against such risks and deposit such policy or policies with the employer from time to time during the currency of this contract. The contractor shall similarly indemnify the employer against all claims which may be made upon the employer 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 employer and the contractor against such risks and deposit such policy of policies with the employer and the contractor against such risks and deposit such policy or policies with the employer 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 employer 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 employer 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 employer 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 employer or the contractor will not limit or bar the liability and obligation of the contractor to deliver the works to the employer 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 employer 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 labor will be entertained.

2.0 SCOPE OF CONTRACT:

The Contractor shall carry out and complete the SITC of Lift Work in accordance with Contract and with the directions of and to the satisfaction of the Architects and the employer. 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 works 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 executed by the Contractor.
- (d) The removal from the site of any material brought there on by the contractor and the 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".

The Contractor shall forthwith comply and fully execute any work comprised in such Architect's Instructions provided always that verbal instruction. Directions and explanations given to the Contractor or his representative upon the works by the Architects 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 contract.

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 Employer 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.

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 employer 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 employer. 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. SUFFICIENCY OF SCHEDULE OF QUANTITIES:

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or the Schedule of Rate and Prices, which rates and prices shall cover all their obligations under the contract, and all matters and things necessary for the proper completion of the works.

5. ERRORS IN SCHEDULE OF QUANTITIES:

Should any error appear in the Schedule of Quantities, other than in the Contractor's prices and calculations, it shall be rectified and such rectification shall not vitiate the contract but shall constitute a variation of the Contract and be dealt with as an authorized extra or deduction.

6. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The contractor shall provide everything necessary for the proper execution of works according to the true intent and meaning of the drawings, General conditions; specifications and Schedule of Quantities taken together whether the same may or may not be particularly shown or described therein, provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancy in the drawings or between the drawings, general conditions, specifications and Schedule of Quantities. He shall immediately refer the same in writing to the Architect, who shall decide in consultation with the employer which shall be followed and their decisions shall be final and binding in the matter.

The Contractor shall supply, fix and maintain at his own cost, during the execution of any works, all necessary centering; scaffolding, staging, planking, strutting, hoarding, watching and lighting by nights as well as by day required not only for the proper execution and protection of the said works, but also for the protection of the public and the safety of any adjacent roads, streets, collars, vaults, pavements, walls, houses, building all other erections, matters or things. The Contractors shall take down and remove any or all such centering, scaffolding, staging, planking, strutting, etc. as occasion shall require or when ordered so to do and shall fully reinstate at his own cost and make good all the matters and things disturbed during the execution of the works to the satisfaction of the Architects.

7. AUTHORITIES. NOTICES, PATENT, RIGHTS AND ROYALTIES:

The contractor shall conform to the provisions of the statutes relating to the works, and to the Regulation and bye-laws of any local authority, and or any water, lighting and other Companies and / or Authorities with whose systems and the executed works building proposed to be connected, and shall before making any variation from the drawings or specifications. That may be necessitated, by so conforming give to the Architects written notice with a copy to the Employer specifying the variations proposed to be made and the reason for the making it and apply for instruction thereon. In case, the contractor shall not within ten days receive such instructions, he shall proceed with the work conforming with the provisions regulations or bye-laws in Question.

The Contractor shall bring to the attention of the architect all notices required by the said acts, regulations or bye-laws to be given to any Authority, and pay to such Authority or to any Public Officer all fees that may be properly chargeable in respect of the works and lodge the receipts with the Architect/Employer.

The Contractor shall indemnify the Employer against all claims in respect of patent rights designs, trademarks or name of other projected rights in respect of any work or material used for or in connection with the works or temporary works and from and against all claims, demands, proceedings damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

8. MATERIAL AND WORKMANSHIP TO CONFORM TO DESCRIPTION:

All materials and workmanship shall, as far as procurable be of the respective kinds specified in the Schedule of Quantities and/or specifications and in accordance with the Architects instructions and the Contractor shall upon the request of the Architect's furnish to them all invoices, accounts, receipts and the other vouchers to prove that the materials comply therewith. The contractor shall at his own cost arrange for and / or carry any test of any materials which the Architect and Employer may require.

It will always be the responsibility of the Contractor to select and obtain all materials of good quality from the manufacturers without having any manufacturing defect there.

9. THE SETTING OUT

The Contractor shall at his own expense set out the works accurately in accordance with plans and to the complete satisfaction of the Architect. The Contractor shall be solely responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof. If at any time any error in the respect shall appear during the progress or on completion of any part of the work. The Contractor shall at his cost rectify such error if called upon to do so to the satisfaction of the Architect and the Employer. The Architect and/or his representatives shall from time to time inspect the work. But such inspections shall not exonerate the Contractor in any way from his obligations to remedy any defects at his own cost which may be found exist at any stage of the work or after the same is completed.

10. The Contractor shall be solely responsible at all times for the use of good quality materials and for doing good workmanship even though the, Employer/Architects have failed to bring to his notice during their inspection of works about use of the some defective materials, and bad workmanship during the execution of the works and after completion of the works. In all cases of faulty execution and finish of the works due to use of faulty, defective and interior materials, used in the works. And due to their bad workmanship Contractor shall be liable for the payment towards damages to the Employer as ascertained by the Architect/Owner and/or he shall have to rectify the same works at his cost.

11. CONTRACTOR'S SUPERINTENDENCE & REPRESENTATIVE ONWORKS:

11.1 The contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Architect may consider it necessary until the expiration of the "Defects Liability period" as stated in the contract. The Contractor shall meet the Architect or their/his representatives whenever required and so informed by the Architect.

12. UNFIXED MATERIAL

When any materials intended for the works shall have been placed at site by the contractor, such materials shall not be removed there from (except for the purpose of being used on the works) without the written authority of the architect and when the contractor shall have received payment in respect of any Certificate in which the Architect shall have stated that he has taken into account the value of such unfixed materials on the works such materials shall become the property of the employer and the contractor shall be liable for any loss or damage to any such materials. The payment certified against value of any unfixed materials shall not in any way exonerate the contractor from his obligation the supply of good, quality materials, which may be found to exist at any stage of work even after the same is completed.

13. REMOVAL OF IMPROPER WORK AND MATERIAL

The Architects shall during the progress of the works, have power to order in writing from time to time the removal from the works, within such reasonable time/ times, as may be specified in the order, of any materials which in the opinion of the Architect are not accordance with the specifications or the instructions of the Architect, and the substitution of proper materials and the removal and proper re-execution of any work, which has been executed with materials or workman ship, not in accordance with the drawings and specification or instructions, and the contractor shall forthwith carry out such orders at his own cost, In case of default on the part of the contractor to carry out such orders, the employer shall have to employ and pay other persons to carry out the same and all expense consequent thereon or incidental thereto shall be borne by the Contractor, and shall be recovered or may be deducted by the Architects/Employer from any money due or nay become due to the contractor.

In lieu of correcting work not done in accordance with the contract, the Architect may allow such work to remain and in that case may make allowance for the difference in value together with such further allowance for damage to the employer, as his option may be reasonable.

14. CERTIFICATE OF VIRTUAL COMPLETION:

The Contractor shall intimate in writing to the Architects as and when the works are complete in all respects in order to enable the Architect to intimate the Employer to take possession of the same. The works shall not be considered as virtually completed, until the Architects have carried in writing that the same have been 'Virtually complied'.

The defects liability period shall commence from the date of such Virtual Completion Certificate.

15. OTHER PERSONS ENGAGED BY THE EMPLOYER:

The employer reserves the right to use the premises and any portions of the site for the execution of any work not included in this contract which he may desire to have carried out by other persons, and the Contractor is to allow all reasonable facilities for the execution of such work, but is not required to provide any plant or materials for the execution of such work, except by special arrangement with the employer. Such work shall be carried out in such a manner as not to impede the progress of the works included in the Contract, and the Contractor shall not be responsible for any damage or delay which may happen to or be occasioned by such work.

16. FIRE INSURANCE

a) The Contractor shall at the time of signing the contract insure the works and keep them insured until the virtual completion of the contract, against loss or damage by fire and all natural calamities and against all other risks in an office to be approved by the Employer in the joint names of the Employer and Contractor (the name of the former being placed first in the policy) for the full amount of the contract and for further sum if called upon 'to do so by the Architect, the premium of such further sum being allowed to the Contractor as an authorized extra.

Such policy shall cover the property of the employer only, and shall not cover any property of the Contractor or of any sub-contractor or employees. The contractor shall deposit the policy and receipts for the premiums with the Employer within 10 days from the date of signing the Contract. In default of the Contractor insuring as provided above, the employer on his behalf may so insure and may deduct the premiums paid from any money due or which may become due to the contractor. The Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office should they elect to do so proceed with all due diligence with the completion of the works in the same manner as though the fire had not occurred and in ask respects under the same conditions of contract. The Contractor in case, of rebuilding or reinstatement after fire, shall be entitled to such extension of time for completion as the architect deems fit in consultation with the owner.

b) The amount so due as aforesaid shall be the total value of the works duly executed and of the contract materials and goods delivered upon the site for use in the works up to and including a date not more than seven days prior to the date of the said Certificate less the amount to be detained by the Employer (as hereinafter provided) and less any installments previously paid under this clause. Provided that such Certificates shall only include the value of the said materials and goods as and from time as they are reasonably properly and not prematurely brought upon the site and then only if property stored and /or protected against weather.

17. PAYMENT OF WAGES OF LABOUR BY THE CONTRACTOR

- a) The contractor shall pay to the labor engaged by him in connection with work directly or indirectly through sub-contractors, wages not less than the minimum fixed by the appropriate. Governments Authorities under minimum wages Act, 1946, as amended and shall duly and properly comply with or ensure compliance with, a legislation laws, rules or regulations relating to the Employment of labor. The Contractor shall be liable for any damages or loss caused to the Owner by violation of the provisions of this clause. A violation of this clause shall also be deemed to be a breach of Contract. If the employer is called upon to make any payment towards wages etc. of the labor employed by the Contractor, the same will be done from the outstanding payments against pending or future bills of the Contractor.
- b) 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 Employer and that there will be no Employee and Employer relationship between the personnel engaged by the Contractor and the Employer.
- c) The Contractor shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed by the Contractor by 7th of every month in presence of official of the Employer, deputed for this specific purpose.
- d) Further the Contractor while submitting their bill for payment shall solely and also be responsible to submit documentary evidence of having submitted ESI and EPF amount (both employers and employee's contribution) in the respective account of the worker for the period for which bill is raised, copies of challans and worker's permanent ESI account card/certificate.

18. FAILURE BY CONTRACTOR TO COMPLY WITH ARCHITECTS NSTRUCTION:

If the Contractor after receipt of writing notice from the Architect requiring compliance with such further drawing and/or Architect's instructions, fails within seven days to comply with the same, the Architect may employ and pay other persons to execute any such work whatsoever as may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the Contractors by the Owner on a Certificate by the Architect as a debit or may be deducted by him from any moneys due or which may become due to the Contractor.

19. If there are any discrepancies omission and errors in meaning or the actual contents of each item of Schedule of Quantities and other conditions of all the tender documents, the reasoning, the opinion and decision given by the Architect shall be taken as final and binding on both parties without any further appeal.

20. SUSPENSION OF WORKS:

If the Contractor, except on account of any legal restraint upon the Employer preventing the continuance of the works or on account of anv of the causes mentioned in the Clause "Extension of Time", shall suspend works or in the opinion of the Architects, shall neglect fail to proceed with due diligence in the performance of his part of the Contract or if he shall more than once make default in the respects mentioned in clause 23 (removal of improper work and materials), the Employer through the Architect shall have the power to give notice in writing to the Contractor requiring that the works be proceeded within a reasonable manner, and with reasonable dispatch, such notice shall not be unreasonably given and must signify that it purports to be a notice under the provisions of this clause and must specify the acts or defaults on the part of the Contractor upon which it is based. After such notice shall have been given, the Contractor shall not remove the site of works or from any ground contiguous there to any plant or materials belonging to him which shall have been placed thereon for the purpose of the work and the Employer shall have lien upon such plants and materials to subsist from date of such notice being given until the notice shall have been complied with. Provided always that such

Hen shall not under any circumstance subsist after the expiration of 30 (thirty) days from the date of such notice given, unless the Employer shall have entered upon and taken possession of the works and site as hereinafter provided.

If the Contractor shall fail seven days after such notice has been given, to proceed with the works as therein prescribed, the Employer may enter upon and take possession of works and site, and of all such plants and materials thereon intended to be used for the works, and the Employer shall retain and hold a been upon all such plants and materials until the work shall have been completed under powers hereinafter conferred upon him.

If the Employer shall exercise the above power, he may engage any other person to complete the works and exclude the Contractor his agents and servants from entry upon or access to the same, except that the Contractor or any person appointed in writing may have access at all times during the progress of the works to inspect, survey and measure the works. Such written appointments or a copy thereof shall be delivered to the Architects before the person appointed comes on to the works and the Employer shall take such steps as in the opinion of the Architect may be reasonably necessary for completing the works, without undue delay of expense using for that purpose the plant and materials above mentioned in so far so they are suitable and adapted to such use.

Upon the completion of the works, the Architect shall certify the amount of the expenses properly incurred consequent and incidental to the default of the Contractor as aforesaid and in completing the works by other persons.

Should the amount so certified as the expenses properly incurred be less than the amount which should have been due to the Contractor upon the Completion of the works by the him. the difference shall be paid to the Contractor by the Employer should the amount of the former exceed the latter, the difference shall be paid by the Contractor to the Employer. The Employer shall not be liable to make any further payments or compensations to the Contractor for or on account of the proper use of the plant for the completion of the works under the provision herein before mentioned other than such payments as is included in the Contract.

After the works shall have been so completed by persons other than the contractor, under the provisions herein before contained, the Architect shall give notice to the contractor to remove his plant and all surplus materials as may not have been used in the completion of the works from the site. If such plant and materials are not removed within a period of 14 days after the notice shall have been given, the Employer may remove and sell the same, holding the proceeding loss the cost of the removal and sale to the credit of the Contractor. The Owner shall not be responsible for any loss sustained by the Contractor from the sale of the plant and materials etc. in the event of the Contractor not removing it after notice.

21. CERTIFICATES AND PAYMENTS:

The Contractor shall be paid by the Employer from time to time, by installments under Interim Certificates to be issued by the Architect on the bills submitted by the Contractor in the Performa prescribed by the Employer on account of the work executed when in the opinion of the Architect, work to the approximate value, named in the Appendix as 'Value of Work for Interim Certificates (or less at the reasonable discretion of the Architects) has been executed in accordance with this Contract.

The Payment shall, however, to a retention of the percentage of such value named in the Appendix hereto mentioned as 'Retention Percentage until the total amount, retained shall reach the sum named in the appendix as 'Total Retention Money' after which time the installments shall be up to the full value of the work subsequently so executed. The Architects may in their discretion include such amount, as they may consider proper on account of materials delivered upon the site by the Contractor for use in the work.

And when the works have been virtually completed and the Architect shall have certified in writing that they have been completed. The Contractor shall be paid by the Employer in accordance with the Certificate to be issued by the Architect the sum of money named in the Appendix as 'Installment after Virtual Completion', being a part of the said Total Retention Money.

The Contractor shall be entitled to the payment of the final balance in accordance with the final certificate to be issued in writing by the Architect/ Employer at the expiration of the period referred to as 'The Defects Liability Period' in the Appendix hereto from the date of Virtual Completion or as soon after the expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof, whichever shall happen, provided always that the issue by the Architect of any certificate during the progress of the works or at or after the completion shall not relieve the Contractor from his

liabilities in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or any matter dealt with in the certificate, and in case of all defects and insufficiency in the works or materials which reasonable examination would not have disclosed. No certificate of the Architect shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the contract.

The Architect shall have power to withhold any Certificate if any works or any parts thereof are not being carried out to his satisfaction. The Architect may by any certificate make any correction in any previous certificate, which shall have been issued by him.

All efforts shall be made so that invariably the payment upon the Architect's Certificates are made within the period named in the Appendix as Period of Honoring of Certificates after such certificates have been delivered to the Employer. Notwithstanding the aforesaid, the Employer shall have a right to withhold payment of pending of future bills of the Contractor if there is any demand from his workers for payment of wages etc. which he is legally bound to pay, and adjust, the same against such bills and release the balance amount, if any, to him.

22. NOTICE IN WRITING:

Written Notices for the Employer, the Architect, or the Contractor may be served personally or otherwise proved to have been received or sent by registered post to the last known place of abode or business of the party to whom the same is to be given or in the case of a Company or Corporation, Notices may be served at or sent by registered post to the Registered Offices of the Company or Corporation.

Any notice sent by registered post shall be deemed to be served at the time, when in the ordinary course of post it would be delivered.

That the responsibility of procuring various items of materials which will require to be incorporated in the works will be that of the Contractor. No material for incorporation of the work including Cement shall be issued to the Contractor by the Employer.

The Contractor shall indemnify the Employer against any loss caused (at any time during the execution of the said works, or during the Defects liability Period after completion of the said works), on account of defective workmanship in works and on account of use of the materials which are not as per Specification in the said works referred to in this Contract, even though they received the payments from the Employer against the same works.

23. SETTLEMENT OF DISPUTES AND DIFFERENCES:

Any dispute, difference, controversy or claim ("Dispute") arising between the Parties out of or in relation to or in connection with this Tender / Contract, or the breach, termination, effect, validity, interpretation or application of this Tender / Contract or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorized official of the parties. If, for any reason, such Dispute cannot be resolved amicably by the Parties, the same shall be referred to the sole arbitration of The Zonal Manager, Punjab & Sind Bank, Zonal Office Chandigarh or any other person appointed by him as Sole Arbitrator. The provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force will be applicable to the arbitration proceedings. The venue of the arbitration shall be at Chandigarh (U.T.). The cost of the Arbitration proceedings shall be shared equally by both the parties. The language of the arbitration and the award shall be English. The decision / award of the arbitrator shall be final and binding.

24. SERVICE OF NOTICE TO CONTRACTOR:

Any notice to be given to the Contractor under the terms of the contract shall be served by sending the same by post to or leaving the same at the address of the Contractor as shown on the tender form.

25. SERVICE OF NOTICE ON EMPLOYER:

Any notice to be given to the Employer under the terms of the contract shall be served by sending the same by post to or leaving the same at the Employer's registered office.

26. PRICES ARE FIRM AND NOT SUBJECT TO ANY VARIATION:

All rates and prices in this contract are firm for the entire period of contract. No price escalation or de-escalation or adjustment to the contract price or rates of item shall be made in respect of any increase or decrease after the submission and/or acceptance of tender, in the prevailing market rates of labor or materials etc on account of any reason, statutory or otherwise, which may result in an increase or decrease of the cost in carrying out the work. The accepted agreement rates for various items are taken as including all the above and firm for the entire period of contract.

All liabilities that may arise due to any statutory increase in the cost of labor and/or material shall be borne by the Contractor till the entire completion of work and nothing extra shall be paid.

27. PROVIDENT FUND AND E.S.I.S.

The contractor shall bear full liability for payments under provident fund and employees State Insurance Scheme and other labor laws for his workers and staff.

28. SHOP DRAWINGS:

All lift related samples to be got approved from the architect before execution. The cost of above to be included in the tender of respective items. The Successful Tenderer shall submit Shop Drawings for review prior to execution.

29. MEASUREMENTS OF WORKS:

The Architects/Owner may from time to time intimate the Contractor that they require the works to be measured jointly and the contractor shall forthwith attend or send a qualified agent to assist the Architects/Employer or their representatives in taking such measurements and calculations and to furnish all particulars or give all assistance required by either of them.

Should the contractor not attend or neglect or omit to send such an agent then the measurements taken by the Architects/ Employer shall be taken to be correct measurements of the works- The measurements. Unless otherwise stated, shall be taken in accordance with the 'method of measurements' mentioned in the particular specifications. In case of any dispute arises in the 'Method of measurements' then the final decision given by the Architects regarding the method of measurement shall be

Taken to be correct and final by the Contractor and the Employer. The contractor or his agent may at the time of measurement take such notes and measurements as he may require.

All authorized extra works, omissions and all variations made without the Architect's knowledge, if substantially sanctioned by him in writing shall be included in such measurements.

30. In case of failure to supply the goods / services of the ordered quantity / specifications / quality in the time schedule and at the agreed rates, the Employer shall have right to purchase the same from the market at the prevalent rate and the difference between the agreed price and purchase price would be adjusted with the Retention Money / Security deposit of the Contractor or recovered from the Contractor. Further, if the supplied items are not in accordance with the ordered items then the Employer reserves the right to reject the whole lot or accept, whole or part supply, at less than the agreed / market price. Any loss to the Employee on this account shall be adjusted with the Retention Money / Security deposit of the Contractor.

31. Black-Listing – Tenderer would be also be liable to be black-listed under following circumstances:-

- Giving false, misleading or fake information / document in the tender / bid;
- Withdrawing the bid after opening of the Financial bids;

- Refusal to accept Work / Purchase Order at the quoted prices;
- Failure to supply goods of the ordered quantity / quality / specifications at the agreed rates within the time schedule;
- Adoption of any unethical or illegal practices;
- Any other justified reason.

32. WATER:

Water shall be made available to the Contractor free of cost. Connection will be provided at one point in the premises and the Contractor shall have to make his own arrangements for carriage / storage of water.

33. ELECTRICITY:

The Employer shall make available electricity at the site of work to the Contractor.

Temporary light points required in working area will be provided by the Contractor at his own cost in consultation with the Architect at site. The tender rates shall be quoted accordingly by the contractor.

The recovery for electricity shall be affected as per the rates paid by the Employers to the Electricity Supply Co. from time to time, from his payments due or @ 0.25% of the project cost.

- 34.** All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size.
- 35.** The contractors shall submit his final bill to the Architect within 30 days of completion of work. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished.
- 36.** The contractor shall forfeit his claim in case he fails to submit his bill within 9 Months after completion of his work.
- 37. The malba / garbage, removed from the site, will be disposed of by the contractor at any of the approved MCD dumping ground as per by laws of Chandighr (U.T).**
- 38.** The contractor or his authorized representative should always be available at the site of work to take instructions from departmental officers and ensure proper execution of work. No work should be done in the absence of such authorized representative.
- 39.** The structural and other drawings for the work shall, at all times, be properly correlated before executing any work and no claim whatsoever shall be entertained in this respect.
- 40.** The contractor shall maintain in good condition, all work executed till the completion of entire work allotted to the contractor.
- 41.** The tendered rates for all items of work, unless specified otherwise, shall include the cost of all operations, labor, materials and other inputs involved in the execution of the items.
- 42.** Unless otherwise specified in the Schedule of Quantities, the rates for all items of work shall be considered as inclusive of working in or under water and/or liquid mud and/or foul conditions including pumping or bailing out liquid mud or water accumulated in excavations during the progress of the work from springs, tidal or river seepage, rain, broken water mains or drains and seepage from subsoil aquifer.
- 43.** All work and materials brought and left upon the ground by the contractor or by his orders for the purpose of forming part of the works, are to be considered to be the property of Employer and same are not to be removed or taken away

by the contractor or any other person without the special license and consent in writing of the Architect, but the Employer is not to be, in any way, responsible for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or damaged by weather or otherwise.

44. No claim for idle establishment & labour, machinery & equipments, tools & plants and the like, for any reason whatsoever, shall be admissible during the execution of work as well as after its completion.
45. The contractor or his authorized representative shall associate in collection, preparation, forwarding and testing of such samples. In case he or his authorized representative is not present or does not associate himself, the Architect shall do the needful for getting the samples collected and tested; the result of such tests and consequences thereof shall be binding on the contractor. All expenditure required for collection, preparation & forwarding the samples to the laboratory will also be recovered from the contractor.
46. Other agencies working at site may also simultaneously execute the works entrusted to them and to facilitate their working, the contractor shall make necessary provisions e.g. holes, openings, etc. for laying/burying pipes, cables, conduits, clamps, hooks etc. as may be required from time to time.
47. The work shall be carried out in such a manner so as not to interfere and disturb other works being executed by other agencies, if any.
48. Any damage done by the contractor to any existing work or work being executed by other agencies shall be made good by him at his own cost.
49. The work shall be carried out in the manner complying, in all respects with the requirement of relevant rules and regulations of the local bodies under the jurisdiction of which the work is to be executed and nothing extra shall be paid on this account.
50. On account of security consideration, there could be some restrictions on the working hours, movement of vehicles for transportation of materials and location of labor camp. The contractor shall be bound to follow all such restrictions and adjust the program for execution of work accordingly. Nothing extra shall be paid on this account.
51. For the safety of all labor directly or indirectly employed in the work for the performance of the contractor's part of this agreement, the contractors shall, in addition to the provision of CPWD safety code and directions of the Architect /, make all arrangements to provide facility as per the provision of Indian Standard Specifications (Codes) & nothing extra shall be paid on this account:
52. The contractor shall have to make his own arrangement for housing facilities for staff and labor away from construction site outside the Bank campus and shall have to transport the labor to and from between construction site and labor camp at his own cost. No labor huts will be allowed to be constructed at the project site except for two temporary sheds for chowkidar and storekeeper including store.
53. The right to carry out the work either in conformity with or in a manner entirely different from the terms of this tender document that may be considered most suitable before or subsequent to the receipt of tenders due to exigencies of work, is reserved with the Architect.
54. The execution of any items of work where any incidental work is actually required but not specifically stated in the tender, it is to be understood that the rate quoted by the contractor shall cover such charges also and nothing extra on account of such incidental charges, if any, shall be paid.

- 55.** Architect shall have full powers to send workmen and employ on the premises to execute fittings and other work not included in the contract. For whole operations the contractor is to afford every reasonable facility during ordinary working hours provided such operations are carried out in such a manner as not to impede the progress of work included in this contract, in the opinion of Architect.
- 56.** All the workers employed by contractor at site should be in a dress code with reflective jackets.

1. 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.

2. 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 Chandigarh.
- (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 therefor.
- (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 timeline for empanelment shall be worked out with reference to this date

TENDER FORM

The Zonal Manager

Punjab & Sind Bank,
Zonal Office,
Chandigarh,

Dear Sir,

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 100 **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.

2. I/We deposited a sum of _____ As
earnest money in the form of Demand draft bearing no. _____ dated

_____ of _____ drawn in favour of **Punjab & Sind Bank, Zonal Office SCO -84-91 First Floor Bank Square -17B, Chandigarh160017**. 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.

Our Bankers are:-

3. The name of our firm partners are: -

BIDDER: -WITNESS:

Seal & Signature: -

Signature:

Name: - Name: -

DEED OF INDEMNITY

(to be executed on stamp paper)

This Deed of Indemnity executed at **Chandigarh** 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 Corporate Office at Punjab & Sind Bank, Plate-B, Block-3, NBCC Tower, East Kidwai Nagar, New Delhi and Zonal Office at SCO 84-91, Bank Square, Sector 17B, Chandigarh 160017 (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 SITC of Lift at 1st Floor, Punjab & Sind bank SCO 84-91, Sector 17 B Chandigarh.

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 favor 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 cause no harm and indemnified to 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 Chandigarh (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, 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) ____

AGREEMENT FORMAT (to be executed on stamp paper)

This agreement made on ___ day of the month _____ in the year 2025 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 SITC of Lift at Punjab & Sind Bank, 1st Floor, Sector 17 B Chandigarh; 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).

UNDERTAKING FOR PRE-CONTRACT INTEGRITY PACT

The Zonal Manager
Punjab & Sind Bank,
Zonal Office,
Chandigarh,

Dear Sir,

INTEGRITY PACT

**REG: NOTICE INVITING E-TENDER FOR
SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF TWO NO. LIFTS, AT PUNJAB & SIND BANK,
ZONAL OFFICE BUILDING SITUATED AT SCO 84-91, BANK SQUARE, SEC-17 B, CHANDIGARH- 160017.**

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 Bidder.

PRE-CONTRACT INTEGRITY PACT (On bidder's letterhead)

Between
Punjab & Sind Bank (PSB) hereinafter referred to as "**The Principal**",
 And
 _____ hereinafter referred to as "**The Bidder/ Contractor**"

Preamble

The principal intends to award, under laid down organizational procedures, contract/s for FOR NOTICE INVITING E-TENDER
FOR
SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF TWO NO. LIFTS, AT PUNJAB & SIND BANK,
ZONAL OFFICE BUILDING SITUATED AT SCO 84-91, BANK SQUARE, SEC-17 B, CHANDIGARH- 160017.

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 / 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) commits themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits 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 contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical 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 and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f) Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

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

Section 4 - Compensation for Damages

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

(2) If the Principal has terminated the contract according to Section 3, or 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 / Contractors / Subcontractors

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

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or 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 following Independent External Monitors (IEM) has been appointed by the Punjab & Sind Bank 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 IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The IEM is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The IEM 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, Punjab & Sind Bank.
- (3) The Bidder(s)/Contractor(s) accepts that the IEM 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 IEM, 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, Punjab & Sind Bank and recuse himself / herself from that case.

(5) The Bank will provide to the IEM 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 Bank and the Contractor. The parties offer to the IEM the option to participate in such meetings.

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

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

(8) If the IEM has reported to the MD & CEO, Punjab & Sind Bank, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the MD & CEO, 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 IEM may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word IEM 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 the Competent Authority of the 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. New

(2) .

(3) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(4) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(5) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(6) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(7) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Bank) (For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place __ Date ____

Witness 1: _____ (Name &Address) ____

Witness 2: _____ (Name &Address) ____

ANNEXURE “A” SERVICE

PROVIDERS PROFILE

S.No.	Information regarding	Details to be furnished by the Bidder
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)	Whether registered with Registrar of Companies, if so, number & date	
8)	Income Tax No.	
9)	GST No.	
10)	Names of the Bankers with address	1. 2. 3.
11)	Turnover of the company. Please provide the details for the last 3 years ending March 31, 2024. (Certified copies of audited/self-attested Balance financial year Sheet and profit & loss account statement to be enclosed) (in Lacs) (in INR)	2023-2024-Rs. 2022-2023-Rs. 2021-2022-Rs.
12)	Details of the work executed by the firm during last Three 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 3 YEARS

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

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

S.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 MANPOWER AVAILABLE

S.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