



Request for Proposal For

E- TENDER FOR FURNISHING WORK OF NEW BRANCH OF GOPALGANJ, BIHAR

E-Tender Reference	PSB/ZOPAT/GA/E-TENDER/07/2025-26
Bid Submission Start Date	15-11-2025
Bid Submission End Date	28-11-2025 by 5.00 pm
Technical bid opening date	29-11-2025 11.30 am In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.
Financial Bid Opening date	Will be informed subsequently to technically qualified bidders.

(TECHNICAL BID)

(VOLUME-1)

TENDER DOCUMENTS

**PUNJAB & SIND BANK
Zonal Office Patna
Frazer Road.
Patna(Bihar)- 800 001**

Architect:

“M/s Shamar Structure Solutions (P) Ltd”

House no 39, Rajendra Path, North S.K Puri, Near Old H.P Gas Godown, Patna.

Mob: 9525880066/ 8809767567

Email: vasukriti108@gmail.com

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

This document is prepared by Punjab and Sind Bank for Supply, Installation, migration of Active directory and AD Manager. It should not be reused or copied or used either partially or fully in any form.

Disclaimer

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by Punjab 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.

TENDER FOR THE FURNISHING WORK OF PUNJAB AND SIND BANK GOPALGANJ BRANCH.

E-Tender reference	PSB/ZOPAT/GA/E-TENDER/07/2025-26
Date of issue of RFP	15-11-2025
Details of work to be done	Interior/Furnishing & Allied Electrical works for the furnishing of Punjab and Sind Bank, Banjari More, Opposite Bank Of India. Bihar, Gopalganj - 841428
Earnest money deposit	Rs.30,000/- (Thirty Thousand Rupees Only) by way of NEFT/Transfer in Bank's Account Number:- 01745040070003 Name of Account:- NEFT INWARD STP PARKING ACCOUNT IFSC-PSIB0000174 <i>Micro and Small Enterprises (MSEs) as defined in MSE Procurement policy issued by Department of Micro, Small and Medium Enterprises (MSME) are exempted from EMD & they have to submit the Certificate for the same.</i>
Performance security	The amount of Performance security shall be @ 3% of the contract Price denominated in Indian Rupees
Period of contract	30 Days
Last date & time of receipts of tender bids	28-11-2025 by 5.00 pm
Liquidated damages for non-completion in time	1.0% of the contract value per week subject to a max of 10% of the contract value
Defect Liability period	12 months from the date of virtual completion certified by Architect/ employer
Retention amount for 12 months	10% after Accepted tender amount
Period of submitting of final bill	15 days from the date of completion
Mobilization Advance/secure	No mobilization Advance / secured Advance will be given
Place and date of technical bids opening	'Punjab and Sind Bank', Zonal Office Patna, Frazer Road. Patna (Bihar)- 800 001 29-11-2025 at 11:30 am
Opening of Commercial/price bid	Only Eligible Tenderer shall be informed (Via E-mail / Telephone) separately

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Additional Security Deposit	In case L-1 bidder quotes abnormally low rates (i.e. 15 % or more, below estimated project cost), the bank may ask such bidder to deposit additional security deposit (ASD) equivalent to difference of estimated cost vis-à-vis L-1 quoted amount for due fulfillment of contract. Such ASD could be in the form of FDR / Bank's guarantee in the Bank's name as per format approved by the Bank. On successful completion of work ASD will be returned to the contractor. In case contractor fails to complete the work in time or as per tender specification or leave the job incomplete, the bank will be at liberty to recover the dues from ASD or to forfeit such ASD as the case may be within its sole discretion.
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Address of communication	Zonal Manager, Punjab & Sind Bank, Zonal Office – Patna, Frazer Road, Patna(Bihar)- 800001
Email address	zo.patna@psb.bank.in jay.vardhan@psb.bank.in
Contact Telephone	Name: Sanjay Kumar Mishra Designation: Chief Manager Phone No: <u>8250476152</u> Name: Jay Vardhan Designation: Sr Manager Phone No: <u>9820362526</u>
Bids to be submitted	https://psb.eproc.in (Bidder has to submit the bid electronically)

Information for online participation

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

Following activities will be conducted online through the above website

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

Instructions:

1. Bidders who wish to participate will have to register with the website). (<https://psb.eproc.in>). Bidders will be required to create login id & password on their own in registration process.
2. Bidder who wish to participate in this tender need to procure Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency. Bidders can view the list of licensed CA.s from www.cca.gov.in.
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: Bank expects the interested Bidders to download the copy of the complete RFP document along with all Annexures & Appendices either through Bank's website <http://punjabandsindbank.co.in> or <https://psb.eproc.in>

5. Earnest Money Deposit

- 1) The tenderers are requested to submit the Earnest Money of **Rs.30,000/- (Thirty Thousand Rupees Only)** by way of NEFT/Transfer as detail below:-

Account Name	Name of Account:- NEFT INWARD STP PARKING
Account No	01745040070003
Bank Name	Punjab & Sind Bank
IFSC Code	PSIB0000174

Note:-

Micro and Small Enterprises (MSEs) as defined in MSE Procurement policy issued by Department of Micro, Small and Medium Enterprises (MSME) are exempted from EMD & **they have to submit the Certificate for the same.**

- 2) EMD in any other form other than as specified above will not be accepted. Tender not accompanied by the EMD/MSME certificate in accordance with clause 1 as above shall be rejected.
- 3) No interest will be paid on the EMD
- 4) EMD of unsuccessful tenderers will be refunded within 30 days of award of Contract
- 5) EMD of successful tenderer will be retained as a part of security deposit.

Bank invites E-tenders in Two Bid Systems i.e. Technical Bid & Commercial Bid from Interior Furnishers/Contractors for the Interior & renovation work at **Punjab & Sind Bank, Branch GOPALGANJ, Bihar- 841428**

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

Punjab & Sind Bank : Chief Manager Mob. No. 8250476152
Sr. Manager Mobile no: 9820362526

Architect :
“M/s Shamar Structure Solutions (P) Ltd”

House no 39, Rajendra Path, North S.K Puri, Near Old H.P Gas Godown, Patna.

Mob: 9525880066/ 8809767567

Email:-vasukriti108@gmail.com

1. INTRODUCTION

Bank invites sealed tender in two bid systems i.e. Technical bid & Commercial Bid from interior furnishers/ contractors for the interior furnishing and allied works at branch at **Gopalganj**.

2. ELIGIBILITY CRITERIA

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

CRITERIA	DOCUMENTS REQUIRED
a) The bidder should have at least 5 year satisfactory experience in providing similar work in Commercial Banks, Pvt. Banks, Government/Public sector/Banks. Similar work means interior furnishing/ renovation works of same nature/magnitude involving furnishing, electrification, air conditioning, office automation (except specialized works).	Work order and satisfactory completion certificate (on the letter head of service recipient with complete address and telephone No.) in having executed similar category contracts during The Last 5 year (minimum) ending day before the invitation of this tender should be provided. The scope of works carried out, period of contract, staff employed and value of work should be clearly defined.
b) the bidder should have the following experience for having executed similar contracts during last five year ending 31.03.2025:- At least one (1) work of value of Rs. 7.73 lakh or Two (2)work of value of Rs. 5.80 lacs or Three (3) works of value of Rs. 3.86 lacs .	
c). The Bidder must have an average annual turnover of Rs. 10 Lacs by way of providing services during the last 3 years in similar contractors ending 31.03.2025. Bidder firm should not have made loss in any of three preceding financial years.	Audited profit & loss A/C and balance sheet for FY 2021-2022, 2022-2023 & 2023-2024 (duly attested by the CA)
d) The bidder should not be declared by any public organization, to be ineligible to participate for corrupt, fraudulent or any other unethical business practice and blacklisted by public organization.	A Self-declaration certificate that the bidder has not been declared by any public organization to be ineligible to participate for corrupt. Fraudulent or any other unethical business practice and blacklisted by public organization.
e) The bidder should have registered with the following statutory authorities:- Income tax, GSTIN, registration certificate under contract labor (R&A) act 1970 and central rules 1971 etc.	Photocopies of valid registration/license and latest challans should be furnished with the Tender.
f) Bidder should have sufficient resources namely manpower & equipment to execute the subject work	Full list of sub-contractors/employees viz.name, age employee code, designation, experience in the field etc and also the list of equipment proposed to be deployed as per annexure F should be attached. BAR/PERT Chart should also be submitted indicating the execution of the work within the date line of 30 days.

g) To ensure transparency, equity, and competitiveness in compliance with the CVC guidelines, this tender shall be covered under the Integrity Pact (IP) policy of the Bank. The pact essentially envisages an agreement between the prospective bidders/vendors and the Bank committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract.	The Integrity Pact agreement enclosed at annexure must be sealed and signed. Any vendor/ bidder not signed the document or refusing to sign shall be disqualified in the bidding process.
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3. SCOPE OF WORK

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

- a) The variations or modifications of the design quality or quantity of work or the addition or omission or substitute of any work.
- b) Any discrepancy in the drawings or between the schedule of quantities and/ or drawings and /or specifications.
- c) The removal and /or re-execution or any works execution or any works executed by the contractor.
- d) The removal from the site, of any material brought there on by the contractor, and the substitution of any other material there from.
- e) The dismissal from inspection 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 Contractors shall forthwith comply and fully execute and work comprised in such architect's instructions provided always that verbal instruction. Directions and explanations given to the contractor. Or his representative upon the work by the architect shall, if involving a variation, be confirmed in writing by the contractor within 3 days and if not dissented from in writing within further 3 days by the architect. Such shall be deemed to be the architect's instructions within the scope of the work.

The bids shall be valid for a period of 03 months from the date of submission of bids. A Bid Valid for a shorter period shall be rejected by the bank as non-responsive.

4. BID ESSENTIALS - CONTENTS OF DOCUMENT TO BE SUBMITTED

The bidder shall submit the following.

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

5. TECHNICAL BID: To be submitted on Bank website through e mode with following documents

DETAILS OF THE FIRM Forms to be filled and printed as in Annexure A-F along with self-attested photocopies of following documents

- a) Copy of satisfactory performance certificate –minimum 3 Nos, 1 satisfactory performance certificate for each year out of which 1 must be of presently running.
- b) Audited profit and loss account and balance sheet for the financial year ending on 2020-2021, 2021-2022& 2022-2023
- c) Letter of authorization to Bid.
- d) Power of attorney (if any).
- e) Latest I.T.R.
- f) Copy of certificate of incorporation.
- g) Copy of Memorandum of Association.
- h) Copy of GST (latest GST copies)
- i) Copy of Pan Card.
- j) Copy of PF Registration.
- k) Copy of ESI Registration.
- l) A self-declaration certificate that the bidder has not been declared by any public/private organization to be ineligible to participate for corrupt fraudulent or any other unethical business practice and blacklisted by public/private organization.
- m) Other Information-Any other relevant information, which is necessary to be furnished, must be provided.

6. COMMERCIAL (FINANCIAL) BID.

- a) Covering letter.

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b) Commercial (financial) Bid.

7. COMMERCIAL (FINANCIAL) BID OPENING.

a) The Bank will open the bids electronically on the e procurement portal. Time and date will be communicated to all technically qualified bidders only through email/telephonically. Bidders or their representative who choose to attend the same may reach at the address mentioned below.

**PUNJAB & SIND BANK,
ZONAL OFFICE, PATNA
FRAZER ROAD
PATNA – 800 001**

b) The Bidder's representatives who are present shall sign register evidencing their attendance, in the event of the specified date of bid opening being declared a holiday for Bank, the bids shall be opened at the appointed time and place on next working day.

c) The commercial (financial) Bid shall be opened via online portal and any bidder or their representative whose bids are considered as responsive as per the technical and other qualification criteria as underlined in the bid document, who choose to attend the same may reach the above mentioned address.

d) No Offer can be modified or withdrawn by a bidder after submission of bid.

e) If any of the bidder or all the bidder who submitted bid, are not present-during the specified date and time opening, the bank will proceed further with opening of the bids in their absence.

f) Only eligible tenderer shall be informed (via e-mail/ telephone) for opening of financial bids.

8. GENERAL CONDITIONS

1. The Contractor shall sign each page of tender.
2. Payment to the contractor Agency shall be made as per requirement, which shall not affect the rates quoted by the contractor.
3. Quantity of work may increase or decrease of the site as per requirement, which shall not affect the rates quoted by the contractor.
4. Furnishing works etc. shall be knotless which is to be polished with all background surface preparation course maintaining the visibility of wood grains.
5. All teak/cedar wood/rubber wood to be used should be knotless which is to be polished with all background surface preparation course maintaining the visibility of wood grains.
6. The rates to be quoted shall include the cost of material, labor charges, carriage, sales tax, or any/all other taxes any required hardware etc.
7. The contractor agency shall keep particular vigil on his workers/carpenters/painters etc. To maintain very good workmanship of all items, failing which no payment shall be made and no claim of material/labor used shall be made to him in any case, and the same work shall be executed by him again without charging any extra cost.
8. All rates shall be quoted in words and figures and cutting over writing shall be signed.
9. All items to be executed as per drawing, if any change is required, the same shall be brought to the notice of architect-in-charge.
10. Any tender/quotation containing clerical or arithmetical mistakes shall be rejected.

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11. Any addition, alteration or correction shall be signed and stamped properly.
12. Contractor agencies are advised (before quoting the rates) to inspect the site of the proposed work. He must go through all drawings and specifications and documents.
13. The bank reserves the right to accept/reject any tender/quotation without assigning any reasons.
14. The contractor agency should have already executed works of furnishing interiors & exterior civil works of very good workmanship.
15. Quality of material and workmanship rejected by the Architect/concerned Authorities shall be removed immediately by the contractor and rectified/replaced.
16. No advance payment shall be made to the contractor on supply of any material supplied at site for execution; payment shall only be made on execution of complete work order.
17. The rates shall include the cost of coat of ant termite treatment on all wooden frame work and all commercial ply/board used for partitions and paneling, furniture etc. The contractor/s shall have to dismantle & dispose the existing counters, tables & partitions within the quoted cost of the total furnishing works.
18. Rates for partitions, paneling, wall cladding and false ceiling shall include cutting and making good necessary cut-outs/chiseling to be made for electrical conduits, switch boards etc.
19. Bank shall not be responsible for any loss or damage to the contractor/labor due to any natural calamity during the course of construction. Contractor is liable to make good all the damages if any, till the work is completed and handed over to the bank Authorities
20. Payment to the contractor on account of execution of work shall be verified by the architect in charge.
21. Unless, otherwise mentioned all material to be used shall be I.S.I marked. Failure to do so, the work may be rejected and in that case contractor shall have to remove the defective materials and replace/re-do the work for which no claim shall be entertained.
22. The total work shall be supervised by the architect-in-charge and he/she shall be kept fully informed by the contractor for regarding the progress of work.
23. Bank may award the work in part or whole to the single party or other party.
24. It may please be noted that the Bank is not bound to allot the work to the lowest party, and as such, the allotment of shall be based on workability of rates quoted by the contractor on account of quality.
25. The bank reserves the right to reject any or all the tender without assigning any reason whatsoever.
26. The earnest money deposited shall not carry any interest and will be refunded to the unsuccessful tenderers.
27. Earnest money paid by the contractor shall be forfeited by the bank if contractor fails to undertake the job if he is communicated about acceptance of his tender.
28. The contractor shall take the necessary precautions while working and to safe guard adjacent property, bank's employees, and traffic persons.
29. All the rates quoted are inclusive of removal of existing counter, partitions, and wiring, rubbish/debris collected during the progress of work, rejected materials etc.
30. The contractor shall not directly or indirectly sublet the work to other party without written permission of bank.

31. The quantities mentioned in schedule are provisional and likely to increase / decrease to any extent or may be omitted thus altering the aggregate value of the contract. No claim for loss of profit / business shall be entertained on this account.
32. The bank reserves the right to distribute the work for which quotations have been called, have among more than the parties, if found necessary. No claim in this respect shall be considered and the contractor agrees to cooperate with other agencies appointed by the bank.
33. All the workers of the contractor must be properly covered by an insurance policy under "Workman's compensation act" and "Fatal accidents Act". The contractor of his own expenses arrange to effect and maintain until the virtual completion of the work, and indemnify the bank from all the liabilities arising out of such events. In case delay, contractor shall arrange to extend insurance policy till work is completed.
34. All the work should be completed within the specified period in the tender. If the work is delayed due to the reasons beyond the control of the contractor, he should keep intimating the bank explaining, there in the reasons for such delays, immediately and if in the opinion Bank's authorities, the delay is justified, the contractor shall be granted extension in time limit.
35. The contractor shall furnish well in time before work commence of his own post, color samples, sample of materials of workmanship that may be called by bank's Architect/Engineer for approval. Rates quoted shall cover for such preliminary work.
36. All the glass panes, door handles/hinges, electrical fittings, fans, furniture, records, floors etc. are to be thoroughly cleaned offer the work is completed.
37. The rates quoted by the contractors shall be firm throughout the duration of contract (including extension of time if any granted) and will not and also follow all safety measures are subject to any fluctuation due to variation-in cost of material and labor.
38. Conditional tenders are liable to be rejected.
39. The successful tender is bound to carry out any item of work necessary for the completion of the job even those such items are not included in schedule of quantities.
40. If in any case of work required to be abandoned, the contractor shall not be entitled for any claims and he will be paid as per the actual work done till that period, if deemed fit.
41. Decision of the Bank shall be final and binding on any matter connected with the work. The matter of any dispute shall be decided after mutual discussions based on the terms and conditions of the contract. However, if the matter cannot be resolved there the same shall be referred to the respected qualified persons in agreed to both the parties and his opinion shall be binding on both the parties. However, this is recourse of any legal action in this regard.
42. If any stage during the progress of work, it is observed that the contractor is not progressing the work with due diligence, care of lagging much behind the schedule of fails to go get up the work despite instructions from Bank's Architect, the employer(Bank) reserves the right to terminate the contract with 7 days' notice. In such case the contractor shall be liable to pay the employer any extra cost involved for the completion of the said work and will not obstruct any way in completing the work through either agency. After completion of entire work, the contractor shall be paid for the actual work executed by him at the quoted rates after deducting any claims, damages. In case of such termination the security deposit held by the bank will be forfeited.

43. Contractor shall follow all rules/regulations in force and should possess the license for employing labor and also follow all safety measures, labor bye laws and shall be responsible for any lapse.
44. At any stage i.e. during the execution of work, any kind of change required whether it is in design or specification, the same has to be incorporated by the contractor.

9) LIQUIDATED DAMAGES FOR DELAY

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

10) DEFECTS LIABILITY PERIOD

The contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Bank any defect which may develop or may be noticed before the expiry of 12 (twelve) calendar months from the date of completion and intimation of which has been sent to the contractor within seven days of the expiry of the said period.

11) RETENTION MONEY (for DEFECTS LIABILITY PERIOD)

The Bank will, at the time of making any payment to the contractor for work done or supply made under the contract deduct 7 % of Gross value of each bill up to a total of 10% of contract value. No interest would be payable by the Bank to the contractor on the security held in deposit.

12) Performance Security

- 1) Within 07 days of receipt of the Letter of Intent (LOI, or the contract if LOI has been skipped), performance Security, valid up to sixty days after the date of completion of all contractual obligations by the contractor, as per details in under shall be submitted by the contractor to the Procuring Entity.
- 2) The amount of Performance security shall be @ 3% of the contract Price denominated in Indian Rupees or the currency of the contract and shall be in one of the following forms:
 - a) Bank Guarantee issued by a commercial bank in India, in the prescribed form provided in Format 1.1.

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

13) BILL PAYMENT

- a) Final bill supported with consolidated measurement of the full work executed shall be submitted by the contractor within 07 days from the date of issue of certificate of virtual completion.
- b) Architect/Bank or his representative shall verify the requisite measurement for the purpose of having the same verified for the claim as far as admissible
- c) All measurements to be taken in duplicate and all bills shall be submitted in triplicate along with a contractor's copy of each.
- d) When the final bill has been verified and corrected, the architect will give seven days' notice to the contractor to countersign the bill in token of acceptance, the contractor shall counter- sign the bill within the above seven days or intimate in writing his intention to dispute.

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

14) CLAIM FOR INTEREST

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

15) JURISDICTION

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

16) LIASONING & CO-ORDINATION WITH LOCAL MUNICIPAL AUTHORITIES

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

17) FORMS OF TECHNICAL BID

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

A. GENERAL INFORMATION:

Name and address of the Firm	
Status of the Firm (Enclose Copy)	➤ Company ➤ Partnership ➤ Proprietor Firm ➤ Individual
Name of Proprietor/ Directors/ Partners?	i) ii) iii)
Registration Details- Companies/ Firm Registration No. & Date- PAN No. GST No. Electrical Contractor License No-	Self-attested Copies to be attached
Enclose Solvency Certificate Name and address of Bankers	
(a) Telephone	
(b) Mobile	
(c) Fax	
(d) E-mail	
Place of incorporation/registration	
Year of Incorporation/registration	
Main Lines of business	
If you are registered in panel of other Organization / Statutory bodies such CPWD, PWD, MES, Banks, etc, furnish their name, Category and date of registration.(furnish proof)	Copies to be attached (Expired certificates will not be considered)
Details of EMD	UTR No :

	Date : Concerned Bank/Branch:
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B. FINANCIAL STATEMENT:

ANNUAL TURN OVER (CIVIL ENGINEERING PROJECTS) DATA FOR LAST THREE YEARS	
YEAR	TURNOVER IN RS. LAKHS.
2022-2023	
2023-2024	
2024 -2025	
AVERAGE ANNUAL TURNOVER	

Note:

1. All individual firms must complete the information in this form. The information supplied should be the annual turnover in terms of the amount billed to clients for each year in progress or completed during the last three years.
2. Attested Copy of the audited balance sheets and profit & loss account for the last 3 years shall be enclosed.

C. CERTIFICATES

CERTIFICATES	YES
Income Tax returns filed Certificate	
GST registration Certificate	
Provident Fund registration Certificate	
Work completion certificates	
PAN Card	
Audited Balance Sheet for last 3 years	
PAN Card,	
ESI cover of employees	
Proof of any Bonus paid to employee	

Note: It is mandatory to attach attested copies of Items. If any of the certificates is not attached without providing any valid reason, it will, then provide valid reasons

D. KEY PERSONNEL OF THE ORGANISATION

Sl. No.	Name	Designation	Qualification	Professional experience	No. of years working with the organization

E. PLANT & EQUIPMENT OWNED BY THE ORGANISATION AND AVAILABLE FOR THIS WORK

Sl. No	Equipment	Year of Manufacture	Capacity	Number/ Quantity

Note:

1. Give details of all the key equipment for construction, such as concrete mixers, weigh batchers, vibrators, Trucks, Tippers, Hoists, Rammers, Steel shuttering plates, Steel Scaffolding materials, polishing machines, that the firm proposes to use for the proposed works at the site.
2. The applicant should clearly demonstrate that he has access to all key equipment which will be required for the successful completion of the works.

F. EXPERIENCE RECORD.**1. DETAILS OF “RENOVATION WORKS” COMPLETED DURING LAST THREE YEARS,**

Sl. No.	Name of work and name & address of the Owner	Total cost (Rs. Lakhs)	Date of commencement	Date of completion	Carpet Area	special features if any

- ❖ In the above table, list only those works, which have similar nature & complexity.
- ❖ Provide copies of Work Orders and Completion Certificates for each project. Work orders and Completion Certificates will be verified if required.

2. DETAILS OF WORKS IN HAND

Name of work	Name & Address of client	Value of Firm's Portion of total Contract	Date of award	Original Stipulated Date of Completion	Value of Outstanding Work (Rs. Lakhs)	Estimated Completion Date	Reasons for Delay, if any	Special feature, if any

1. Details of all works which are at various stages of execution including works for which work orders have been received but work is yet to start, or works approaching completion but for which full completion certificates are yet to be issued, are to be provided.
2. Details as available at the time of preparation of this document have to be provided.

3. CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF CONTRACTOR

Name of address of the Client:

Name of the Interior Furnisher: _____

1.	Name of work with brief particulars	
2.	Agreement No. and date	
3.	Agreement amount	
4	Date of commencement of work	
5	Stipulated date of completion	
6	Actual date of completion	
7.	Details of penalty levied for delay(indicate amount),if any	
8.	Gross amount of the work completed and paid	
9.	Name and address of the authority under whom works executed	

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10	Whether the contract employed qualified Engineer/Overseer during execution of work?	
11	i)Quality of work	Outstanding/Very good/Good/Satisfactory/Poor
	ii) Amount of work paid on reduced rates, if any	
12	i)Did the contractor go for arbitration?	
	ii)If yes, total amount of claim	
	iii) Total amount awarded	
13	Comments on the capabilities of the contractor	
	a) Technical proficiency	Outstanding/Very good/Good/Satisfactory/Poor
	b) Financial soundness	Outstanding/Very good/Good/Satisfactory/Poor
	c) Mobilization of adequate T&P	Outstanding/Very good/Good/Satisfactory/Poor
	d) Mobilization of manpower	Outstanding/Very good/Good/Satisfactory/Poor
	e) General behavior	Outstanding/Very good/Good/Satisfactory/Poor

Note: All columns should be filled in properly

Place:

Date :

SIGNATURE OF THE CLIENT

NAME & DESIGNATION
SEAL OF ORGANISATION

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18) GENERAL CONDITIONS OF CONTRACT

The tender must be submitted in on-line mode. Tenders will be uploaded up to 05.00 p.m. on 28-11-2025.

1. The tenderer should visit the site and acquaint himself with the site conditions and should study all the tender documents carefully and understand the tender contract conditions, specifications etc. before quoting. If there are any doubts they should get clarification in writing.
2. The tender documents are non-transferable.
3. All the entries in the tender documents must be made in English and all entries must be by hand and written ink. If any of the document is missing or unsigned, the tender may be considered invalid by the BANK in its discretion.
4. The tenderer should quote the rate and amount for the assessed quantities (area) of each item. The rates for each item should be written both in figures as well as in words. Erasures, alteration, and overwriting must be avoided. Wrong figures and words, if any, should be scored out and the correct figures and words neatly written authenticated by the signature of the tenderer. No advice of any change in rates or conditions after opening the tender will be entertained.
5. In the event of any discrepancy in the rates quoted in words and figures, the former shall prevail. Mathematical computation error, if any, in the amount shall however be rectified.
6. The Employer has assumed that Contractor is fully aware of all items of work. Some items of work will be done simultaneously and some items will be done in sequence and different operations in different times.
7. The Contractor is responsible for the due and proper execution of all the works, terms and conditions stipulated under this contract. Before offering his tender, Contractors should visit the site of works to ascertain the nature of work and to collect all relevant information such as general, local, physical & climatic conditions of the site, availability, handling and storage of materials, water, electricity, and availability of labor, roads, and the configuration of the ground. Any failure on the part of the Contractor in this regard shall not absolve him from any responsibilities or obligations under this contract and no claim whatsoever on account of these shall be entertained.
8. On receipt of intimation from the BANK for the acceptance of his/ their Tender, the successful Tenderer shall be bound to implement the Contract and within ten days thereof, the successful Tenderer shall sign an agreement if called upon to do so, but the written

acceptance by BANK of a Tender will constitute a binding contract between BANK and the person so tendering, whether such formal agreement is or is not subsequently executed.

9. The tenderer should note that unless otherwise stated, the Tender is strictly on item rate basis and his attention is drawn to the fact that rates for such a every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicated the total extent of work, but may vary and even be omitted thus altering the aggregate value of the Contract. No claim for any compensation shall be entertained in this regard.
10. The tenderer must obtain all the information which may be necessary for the purpose of tendering for himself, on his own responsibility and at his own expenses and for entering into a Contract must inspect the Site of the work and all matters pertaining thereto, regarding supplying, fabricating and erecting at Site without any damage to the existing property of the Client's or their neighbors, if any.
11. PUNJAB & SIND BANK does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders either in whole or in part, without assigning any reasons for doing so. PUNJAB & SIND BANK also reserves the right to divide the work between two or more tenderers and the successful tenderers shall have to carry out even part orders for various items at quoted rates. No variation in rates shall be allowed on this account under any circumstances, whatsoever no correspondence will be accepted / entertained in this connection and Bank decision shall be final conclusive and binding on all.
12. The rates shall be firm and shall not be subject to exchange variations, labor conditions, fluctuations in Railway Freights or any conditions whatsoever.
13. The rates quoted by the tenderer in the schedule of quantities will be deemed to be for the finished work and shall include all charges for:
 - i. Design, Fabrication, supply and installation at Site, Labor, maintenance, fixing, arranging, cleaning, making good, hauling etc.
 - ii. Plant, double, scaffolding, frame work, ladders, ropes, nails, spikes, tools, materials, workmen, protection from weather, temporary support, platform, and maintenance of the Same. Insurance for labor materials and third party.
 - iii. All Taxes or any other levy imposed by Central Government or State Government or any Local Authorities.
 - iv. Packing, transportation, loading and unloading, freight charges, transit
 - v. Covering for the walling and other works during inclement weather or strikes or whenever Directed, as necessary.
 - vi. All temporary canvas, lights, tarpaulin, barricade, water shoots etc.
 - vii. All measures required to be taken for protection of existing works.

- viii. All such temporary weather-proof sheds at such places and in a manner approved by the Architect for the storage and protection of materials against the effects of sun and rain.
 - ix. Testing of materials.
 - x. No tools and plants shall be issued by the Bank under the Contract.
14. All the payments of bills for the work shall be approved by ZONAL OFFICE, PUNJAB & SIND BANK, Patna and payment will be done by the respective branch.
15. For any clarification in any item of work, the contractor should get the same from the Architect before carrying out the work and all items of work should be carried out with the approval of the Bank.

19) BANK'S RIGHT OF ACCEPTANCE OF BIDS

The BANK does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders either in whole or in part, without assigning any reasons for doing so. BANK also reserves the right to divide the work between two or more tenderers and the successful tenderers shall have to carry out even part orders for various items at quoted rates. No variation in rates shall be allowed on this account under any circumstances, whatsoever no correspondence will be accepted / entertained in this connection and BANK's decision shall be final conclusive and binding on all.

20) BID, QUANTITIES / MEASUREMENTS

- i. Price bid shall be quoted for all the items described in the schedule of quantities. Price quotation for part items of the schedule shall not be accepted and such tender shall be summarily rejected.
- ii. No payment shall be made for the personal visit for assessing the quantities/measurements for the preparation of the tender bid.
- iii. Quantities / measurements for which the bid for various item is submitted shall be given precisely in the schedule of Quantities, these quantities and measurements shall be based on the basic of personal assessment and physical verification at site.
- iv. The Contractor shall calculate realistic quantities after receipt of drawings and after submitting first interim bill but before submitting the second interim bill to Bank.
- v. Any work done at factory will not be counted in the running accounts bill until the material is brought on site.
- vi. Excess quantity shall not be executed without written permission from Bank. In case of upward or downward revision in quantities of items, the rate quoted by the Contractor shall remain firm at all the times.
- vii. The contractor shall take joint measurements with the Architect/Bank representative before covering up or otherwise placing beyond the reach of measurement any item of

work should the contractor neglect to do so, the same shall be uncovered at contractor's expense or in default thereof, no payment or allowance shall be made for such work or the materials with which the same, was executed.

- viii. In case of any class of work over which there is no specification mentioned, the same shall be carried out in accordance with the latest Indian Standard Specifications subject to the approval of the Architect / Bank.

21) DIMENSIONS:

- i. Figured dimension are to be followed in all cases, large scale details take precedence over small scale drawings, in general the drawings shall indicate the dimensions' positions and type of construction, the specification shall indicate the qualities and methods, and the bill of quantities shall indicate the quantum and rate for each item of work.
- ii. Any work indicated in the drawings and not mentioned in the specifications or vice-versa shall be furnished as though fully set forth in both. Any ambiguity, conflict of interpretation, errors or inconsistencies discovered in the drawings / documents shall be promptly brought to the provisions giving more rigorous interpretation shall prevail but in the event of disagreement between the contractors and the supervisors, decision of Architect shall be final. In case of any discrepancy, the contractor is to ask for an explanation before proceeding with the work. However, specifications will prevail over the drawings.

22) OBSERVANCE / COMPLIANCE OF LABOR LAWS AND OTHER STATUTORY PROVISIONS FOR THE CONTRACT

- i. The contractor shall, in the execution of the contract, be responsible to comply with all the labor laws & statutory provision governing the work, such as, but not limited to, the following Laws or any other act or enactment relating thereto and rules as amended up to date.
 - a. Contract labor (Regulation & Abolition) Act. 1970. The Contractor shall submit a copy of the license obtained under this act along with the bid.
 - b. Employees State Insurance Act for Security and Insurance of staff/ workers.
 - c. Payment of Wages Act.
 - d. Minimum wages Act, 1948.
 - e. Workmen's Compensation Act.
 - f. Industrial Disputes Act.
 - g. Bank's Liability Act
- ii. The Contractor shall abide by and adhere to all labor laws, PF, ESIC, etc. The Contractor shall work only on and during hours of working day unless he obtains prior approval of the Architect / Bank. The Contractor will observe and abide by the rules and regulations of the public Authorities regarding overtime, night working and any particular rule regarding nuisance to the residence that may result there from.

- a. The works to be carried out under the contract shall, except as otherwise provided in these conditions, include all labor, supervision, materials, tools, tackles, plants, equipment, transport, lead/ lift of materials etc. as may be required for execution and completion of the works.
- b. The materials used for the work shall be of prescribed quality / standard and the work executed according to the prescribed specification. Materials and mix not being of the specified standard / specification shall be rejected at the cost of the contractor.
- c. After completion of work all accumulate debris, dirt etc. shall be removed and disposed away from the BANK premises by the contractor at his expense and no payment shall be done / made for that.
- d. Doors, Windows, Staircases and passages shall be cleaned / washed by the contractor as part of the contract work without any additional payment.
- e. The debris shall be removed from the site every three days.
- f. The contractor shall clean the site every day before the closure of work.
- g. No additional work is to be carried out by the contractor unless instructed by the BANK through Architect. The contractor will have to carry out the item of work with prior permission from BANK and as per instruction from Architect which may not have been specified in tender but necessary for completion of job.

23) INCOME TAX

- a. The bidder shall indicate his Income Tax PAN/GIR Number.
- b. Income Tax at applicable rates of the amount of each payment shall be deducted and deposited with the Government as per Current Statutory provision if applicable. On completion of the work, a certificate for the Income Tax deducted at source given to the contractor.

24) DOCUMENTS TO BE COMPLEMENTARY

All sections of contract document and working drawings shall be complementary to each other. In case of ambiguities, discrepancies or contradictions between any two sections. Bank / Architect's decision shall be final and binding on the contractor for interpretation of same.

25) COMPLETION PERIOD

Time is the essence of the contract and the contractor is required to complete the entire work to the satisfaction of the Bank in **30Days** from the date of work order.

26) Program work and progress reports

The successful contractor will have to submit a detailed Bar-Chart indicating the schedule of various activities from the date of commencement till completion and get the same approved by Architect. Contractor shall strictly adhere to the same. This program shall form part of contract and shall be binding on the contractor. However, the BANK reserves the

right to alter the Program, if necessary, from time to time, no claim whatsoever of any nature by the Contractor on this account shall be entertained by BANK. They shall also have to write their requirements about co-ordination from other agencies working at site.

27) WATER & ELECTRICITY REQUIREMENT

- a. The Contractor will be permitted to draw and use water from BANK's U/W Tank and O/W Tank. He will not claim any compensation for late, intermittent and no supply of water. At the time of shortfall, the Contractor will arrange water without any extra cost. The Contractor has to arrange 'Sintex' tanks of adequate capacity to store water and pumps and pipes for distribution of water from tanks to work place free of charge. The site for storage and distribution of water will be decided by the owner / Bank.
- b. The Contractor will be provided Electricity at one point by the BANK free of cost, only most convenient to the Bank. He will also ensure that all safety measures are adhered to at his costs. The Contractor will not make any wastage of this facility nor will claim any compensation for late or intermittent supply for electricity. Cost of power shall be borne by the BANK. Any accidents, mishaps, etc. due to fault and negligence of Contractor's workmen, the Contractor will be responsible and indemnifies and keep indemnified the members of the managing and repair committee and the BANK.

28) DELAY IN COMPLETION OF WORK

- a. Liquidated damages per week will be 1% of the contract value inclusive of non-completion of work in time including Sundays and holidays per week, subject to maximum of 10% of contract value. The Bank may without prejudice to any other mode of recovery deduct the amount of such damages from any moneys in his hands due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor of his obligations and liabilities of this contract.
- b. If in the opinion of the Bank / Architect, the works gets delayed due to causes which the Bank may consider being beyond the control of the contractor, the Bank at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect thereof. For extension of time for completion, the contractor has to apply in writing with detail reasons.

29) PAYMENT SCHEDULE

- a. Total value of work in Rupees is including of all other taxes (except GST), transportation, loading, unloading, Octopi charges etc. and nothing extra will be paid on any account. In the event of variation in the Quantity / Area, the payment shall be made on the basis of the actual Quantity / Area at the quoted Rate. GST, as applicable, will be extra.
- b. Bill in Triplicate Duly Certified by Architect shall be submitted to Bank after satisfactory completion of the work. Payments to the contractor shall be made within 25 days of submission of each "on account" bill. Bill submitted by the contractor must contain item

wise quantity of work done in a manner that verification of work done can be done. The quantities for which the bills are submitted shall be subject to physical verification before payment.

- c. In the event of variation in the Quantity / Area, the payment shall be made on the basis of the actual Quantity / Area at the quoted Rate.
- d. No interest will be given for late payments.
- e. All payments to the Contractor shall be made subject to deduction of taxes at source at the rate applicable.
- f. Final payment, except Security Deposit (which is to be released only after the defect liability period including observing the performance of water proofing during the rainy season) shall be made within 30 days from the submission of the final bill after verification of the completion of the work. No further claim except the security Deposit after the submission of the FINAL BILL shall be accepted.
- g. For final payment, the Contractor will submit details of all items, payments received for works and materials, any claim and net balance due which Architect/ Bank will check, make any adjustments if any, will receive 'No Claim' from the Contractor and pay and settle the same if any.
- h. The Contractor will submit original certificate for payment of Works Contract Tax in respect of the Owner / Bank or else the same will be deducted from his bills.
- i. The decision of the Architect and repair committee for payment or for any extra work to be made or any deduction to be made from the whole cost of the work or any other matter whatsoever relating to the contract shall be final and binding to all parties.
- j. The Contractor shall be liable to pay **Rs.500/- per day** as penalty in the event of default for any reason whatsoever in the removal of debris and / or materials and / or tools and / or plants and / or equipment within 3 days from the written instructions given to contractor to do so till such removal takes place. The penalty imposed by the Society will be in addition to the penalty mentioned above. The Bank may without prejudice to any other mode of recovery deduct the amount of such damages from any moneys in his hands due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor of his obligations and liabilities of this contract.

30) Supervision

DEFECTS IN WORK

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1. Any defects / deficiency pointed out by the BANK's authorized person(s) shall be removed / rectified to his / their satisfaction, otherwise payment for such items(s) shall not be passed till the defect/ discrepancy is removed / rectified by the contractor.
2. The Architect shall have the power to withhold any certificate of work and/ or part thereof not being carried out to his satisfaction and he can make the necessary corrections in previous certificate in any subsequent certificates.
3. In case the Contractors are disobeying Architect/ Bank, they may get bad work replaced in the manner the Architect think fit at the cost and consequences of the Contractor.
4. The Architect/ Bank shall have the right to alter, omit and abandon any part of work without invalidating the contract. If any work is over and above that included into the Contract and is required to be executed at site, the Architect/ Bank has power either to delegate this work to Contractor as an extra item or to any outside Contractor, as the case may be.

31) SECURITY OF WORKS / MATERIALS / STORES ETC OF THE CONTRACTOR AND BANK'S PROPERTY

1. The Contractor shall be responsible to make safety arrangements at his own cost for his materials / stores, storages, etc. All such stores shall be cleared away and the ground left in good and proper order on completion of this contract unless otherwise expressly mentioned therein.
2. All stores and materials brought to the site shall become and remain the property of the Bank and shall not remove from the site without prior written approval of the Bank. When the work is finally completed or the contract is determined for reason other than default of the Contractor, he shall forthwith remove the same from site.
3. All tools, plant and equipment brought to site by the Contractor shall not be removed from the site without prior written approval of the Bank. When the work is finally completed or the Contract is determined for reason other than default of the Contractor, the Contractor with prior written permission of the Bank shall forthwith remove the same from site all tools, plant and equipment.
4. For any damage / injury to the BANK's property or to any member of the BANK or to the member's property on account of any unsafe practices adopted or by any un-prudential action by the Contractor or by his men, the contractor shall be responsible. BANK reserves the right for recovering proper remedy / compensation for the same from the contractor.
5. Contractor should indemnify and keep indemnified the Bank against any legalities arising out of labor rules, local authorities' rules etc. during the execution of work and any losses

and claims for injuries or damage to any person or any property and should take third party insurance in the joint name of Bank and contractor.

6. The Contractor shall ensure protection to the owners, flat owners, occupiers of the Bank, other properties near site and to the public in general. The approach is kept free at any time.
7. The contractor must take all measures and precautions to prevent death / injury to his own labors or any other person and shall take THIRD PARTY (Public Liability) Insurance Policy in the joint name of BANK and contractor at his own expenses. This will be comprehensive and all risks covered to safeguard all men, materials and property during and on account of the execution of work under this contract and will submit certified copy to employee.
 - a. All Risk Policy with accidental cover to neighboring property due to work of contractor's workmen.
 - b. Workmen's Compensation Policy.
 - c. Automobile Third Party Insurance with unskilled third party liability of his vehicles or his suppliers or debris removal vehicles, etc. damaging any cars, etc. while bringing, removing materials, etc.
8. The contractor shall, if required by Architect / bank, arrange to test materials and / or portion of the work at his own cost in order to prove their soundness and efficiency. If after any such test, the material or portion of work is found, in the opinion of the Architect and Bank to be defective or unsound, the contractor shall pull down and re-erect the same at his own cost. Samples of materials and workmanship shall be submitted by the contractor for the approval of the Architect / bank before procurement and execution.
9. Contractor shall submit written performance guarantee from the manufactures of all bought out items.
10. The Contractor shall submit original copies of invoices, order forms for any materials purchased for project work, to the Bank / Architect if called for.

32) CONTRACTOR'S SUPERVISION

1. The Contractor shall give and provide all necessary superintendence during the execution of work and as long after as Architect / Bank may consider necessary for proper fulfilling of Contractor's obligations under the contract. The Contractor shall himself supervise the execution of contract and shall appoint a full time competent agent (site engineer / supervisor) approved by the Architect / Bank to act on his behalf and to be present all throughout at site. The Contractor shall further employ engineers and assistants to the above to supervise the work in sufficient numbers to the satisfaction of Architect / Bank. These engineers must be completely authorized by the Contractor to represent him and to receive and execute order and instructions by the Architect / Bank as if Contractor himself is present. The Contractor shall visit the site daily and shall have minimum once a week, or

more as the case may be, joint meeting with the Architect & Bank on a day fixed jointly by the Architect and the Bank.

2. The Contractor shall provide and employ on site in connection with the execution and maintenance of the works:
 - a) Only such assistance's as are skilled and experienced in their respective fields and qualified and such agents, foreman and leading hands as are competent to give proper supervision to the work.
 - b) Such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution and maintenance of the work.
 - c) The contractor shall employ a whole time qualified and competent supervisor for the work, whose name shall be notified and who shall interface with the BANK's representative(s) for the ongoing contract work.
3. The Architect / Bank shall be at liberty to object any Contractor man / men, employed by him, for misconduct or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Architect / Bank to be undesirable to work within the premises of BANK. Any person so removed from the works shall be replaced immediately by a competent substitute.

33) INSURANCE

The contractor shall obtain adequate insurance cover at his own cost for work against any loss or damages as well as workman compensation and third party risk, until the date of virtual completion of the work, The insurance cover shall be in joint names of the owner and the contractor, is to be deposited with the owner within 7 days from the date of issue of work order.

34) SUBLETTING

The selected contractor shall not sub-contract the work to any other individual, Agency or firm.

35) OCCUPATION OF PARTIALLY COMPLETED PORTION BY THE BANK

The Bank shall be entitled to and will be at liberty to occupy even the partially completed portion of the work by themselves or through their agents and servants if they so desire. Necessary extension of time for completing the work shall have no claim for any compensation whatsoever due to the delay, if any involved in completing the work on account of partial occupation.

36) MOCK UP

The Contractor shall prepare a mock-up of items, if required, strictly in accordance with the specification, free of cost, for approval of Architect and Bank. The work on these items shall proceed further only after the approval of the mock-up.

37) UNSCHEDULED ITEMS OF WORK

- a. Work should be carried out strictly as per the standard specifications given in Tender document and the directions of the Engineer Workmanship / Work of substandard nature will not be accepted and paid for.
- b. Any work carried out as per specifications and found defective in opinion of architect / consulting engineer shall be demolished and replaced by new work by contractor to the satisfaction of architect / consulting engineer.
- c. If change in any item or additional work is to be carried out while executing the job by the contractor will be executed with prior consent from the Bank and as per instruction from Architect which may not have been specified in tender but necessary for completion of job.
- d. In case of any dispute the decision of Bank will be final and binding on the contractor.
- e. The Contractor shall comply with all acts and regulations for the successful completion of the contract works and shall give due notice and pay all fees / taxes etc. as per statutory requirements.
- f. No additional work is to be carried out by the contractor unless instructed by the Bank through Architect.
- g. All materials to be delivered at site. If the material used for the work is not in conformity with the specifications, the same shall be replaced at your cost. All the material required for the above work shall be arranged by the contractor at his own cost.
- h. Selection of material to be done in consultation with the Bank's representative / Architect. The Contractor shall, if required by Architect/Bank, arrange to test materials and / or portion of the work at his own cost in order to prove their soundness and efficiency. If after any such test, the material or portion of work found, in the opinion of the Architect and Bank to be defective or is found, in the opinion of the Architect and Bank to be defective or is found, in the opinion of the Architect and Bank to be defective or unsound, the Contractor shall pull down and re-erect the same at his own cost. Samples of materials and workmanship shall be submitted by the contractor for the Approval of the Architect / Bank before procurement and execution.

- i. Rules for varied/deviated or extra items to be worked out on the rates quoted in the Tender for the similar items. Wherever it is not possible to base the rates for varied/deviated or extra items on Tender quoted rates then the rate analysis is to be submitted by the contractor will include the actual cost of material, Taxes, Transportation if any, Miscellaneous expenses, Labor, Wastage of materials, 15% towards contractors overheads and profit.
- j. Bank will provide free Electricity and Water for the execution of work. However, the Contractor shall make his own arrangement to draw the power and water from source as decided by Bank.
- k. While executing the work the contractors have to ensure that no inconvenience whatsoever is caused to the offices / people staying/ residing/ functioning in the premises.
- l. On completion of the work the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave whole of the site and the works clean and in a workman like condition to the satisfaction of client. No extra payment will be made for this purpose. After completion of work all accumulated debris, dirt etc. shall be removed and disposed away from the Bank premises by the contractor at his expense. The Contractor shall take due care while disposing of such waste materials and ensure that any rules / regulations laid down by Municipal Corporation or any other statutory body are not violated. The Contractor shall be responsible and answerable to any complaint arising out of improper disposal of waste material.
- m. Doors, Windows, Staircases and passages shall be cleaned / washed by the contractor as part of the contract work without any additional payment. The contractor shall clean the site every day before the closure of work.
- n. Adequate number of fire extinguishers, first aid boxes, must be provided on the site by the contractor.
- o. Any item work which is not specified in the schedule and which is not capable of assessment by sight (visual) inspection and which becomes known only after the contract work has commenced, such as broken/ leaky pipes, cracks in walls, seepage. Percolating through the walls, beams / pillars etc. shall be, on joint inspection, by the BANK and Contractor, assessed for quantum and the rate decided on mutual consultation.

38) VARIATIONS

The Architect/ Bank shall make any variations of the form, quality or quantity of the works or of any part thereof that may in their opinion be necessary and for that purpose or for any other reason it be necessary, the Contractor shall do any of the following:

- a] Increase / decrease/ omit any work
- b] Change, character, quality, level, lines, position, dimensions etc.
- c] Execute additional work of any kind as may be necessary for completion of the work.
- a. And no such variation shall in any way vitiate or invalidate the contract but the extension of proportionate time limit, if any, for all such variations shall be taken in to account.
- b. The Contractor shall make no such variations without an order in writing by Architect / Bank.

39) CANCELLATION OF THE CONTRACT OR PART OR FULL ON CONTRACTOR'S DEFAULT:

If the Contractor shall at any time:

- a) Become bankrupt or insolvent.
- b) Make an arrangement without assignment in favour of his creditors or agree to carry out the contract under the committee of Inspection of his creditors.
- c) Being an individual / partner / company or corporation go in to liquidation.
- d) Have action levied on his goods or property on the works.
- e) Assign the contract or any part thereof otherwise than as provided in the general condition of the Contract.
- f) Abandon the Contract.
- g) Persistently disagree the instructions of the Architect / Bank and or contravene any provisions of the contract including general accepted principles of working.
- h) Stopping the work under flimsy excuse with threatening attitude or showing discourtesy to members so the majority members wish this.

In that case, the Bank may determine and terminate the contract after giving due notice and time to the Contractor. The Bank shall be entitled after giving due notice in writing for removal of the Contractor from whole or any portion of work, without avoiding the Contract or releasing the Contractor from any of his obligation or liabilities under the Contract and adopt any or several of the following measures:

- I. Rescind the Contract, in which case the security deposit of the Contractor shall stand forfeited to the Bank without prejudice to Bank's right to recover any amount from Contractor,
- II. Carry out the work or any part thereof by employing other agency and required labor and materials and debiting on Contractor's account.
- III. Measure up the work executed by the Contractor and to get the remaining work completed by another contractor at the risks and expenses of the Contractor. In the event of any several of the courses referred above being adopted.

IV. Upon non-completion of the work, upon use of substandard quality, upon non co-operation, upon a deadlock on a particular issue between the Owner/ Bank and the Contractor / Architect.

- a. The contractor shall have no claim for compensation for any loss sustained by him by any reason for material purchased by him, tools, machinery and labor to retain the same in further execution of the work for wear, tear and destruction caused by his negligence.
- b. The Bank shall be entitled to take possession of any materials, tools, machinery, equipment which was on site, as if those are the property of Bank to carry out the balance work, In this case Contractor is not entitled for any compensation for use and employment of the same.

40) ARBITRATION CLAUSE

All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching of concerning the work or the execution or maintenance thereof of this contract or the right touching of concerning the works or the execution or maintenance thereof of this contract or the construction, remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination, foreclosure or Branch of the Contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Appointing Authority who shall be appointed for this purpose by the Bank, be referred for adjudication to a sole arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole Arbitrator referred to above, the Appointing Authority will send within thirty days of receipt by him of the written notice aforesaid to the Contractor, a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.

The contractor shall on receipt by him of the names as aforesaid, select any of the persons named to be appointed as a sole Arbitrator and communicate his name to the Appointing Authority within thirty days of receipt by him of the names. The Appointing Authority shall thereupon without any delay appoint the said person as a sole Arbitrator, if the contractor fails to communicate such selection as provided above within the period specified, the Appointing Authority shall make the selection and appoint the selected person as the sole Arbitrator.

If the Appointing Authority fails to send to the Contractor the panel of three names as aforesaid within the period specified, the Contractor shall send to the Appointing Authority a panel of three names of persons who shall all be unconnected with either party. The Appointing Authority shall on receipt by him of the names as aforesaid selected any one of the persons named and appoint him as the sole Arbitrator. If the appointing authority fails to select the person and appoint him as the sole Arbitrator within thirty days of receipt by him of the panel

and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the sole Arbitrator and communicate his name to the Appointing Authority.

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due any reason whatsoever another sole Arbitrator shall be appointed as aforesaid.

The work under the contract shall, however, continue during the arbitration proceeding and no payment due or payable to the contractor shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and published the award.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.

The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award including the Fees, if any of the Arbitrator who may direct to and by whom and in what manner such costs or any part thereof shall be paid and may fix or settle the amount of costs to be so paid.

The award of the Arbitrator shall be final and binding on both the parties.

Subject to aforesaid, the Provisions of the Arbitration Act, 1996 or any statutory modification or re-enactment thereof and the rules made there-under, and for the time being in force, shall apply to the arbitration proceeding under this clause.

I / We hereby declare that I/We have read and understood the above conditions for the guidance of Tenderers.

Seal :

Signature of the Contractor

Place :

Address :

41) SPECIAL CONDITIONS OF CONTRACTS

- a. All materials, tools, plants and equipment to be used for construction, shall be brought and stored on BANK premises by the Contractor in a manner directed in specifications for construction materials at his own cost and risk including his own security arrangement without causing hindrance to occupants.

- b. All due precautions shall be taken by the Contractor to prevent damage including that of window panes, as a result of Contractor's action will have to be made good by the Contractor at his own expense.
- c. All debris resulting from breaking work shall be carefully lowered on specially constructed platforms preferably in specially provided chutes and suitable screens and hoppers shall be provided to ensure that as far as possible no debris flies or rebounds from the building and / or scaffolding. Under no circumstances shall debris be thrown down on the ground or footpath.

The Contractor shall regularly remove all waste and debris from the site. Dumping of debris temporarily on the premises shall be strictly in location allotted for the purpose and nowhere else. Every day after working hour's sweepers must clean the site.

- d. The Contractor will provide at his own expense necessary sheds, passages, special covering, platforms to be constructed in front of main entrance, BANK office, staff toilet, and also netting, kantans, etc. in area of common passage at the work site.
- e. Proper cordoning off shall be maintained at all times to ensure that no children or unauthorized persons enter the work area.
- f. The Contractor shall bear in mind that he have to carry out part of work inside the premises of the occupants and he will take extreme care not to damage inside Branch.
- g. The contractor shall provide at his own cost necessary sanitary and drinking water facilities for his workers more about in area of site only and they commit no nuisance.
- h. When a contractor is selected, if Architect/ Bank find any anomaly in rates of some specific items, the Contractor shall furnish explanation and rate analysis.
- i. Rates quoted by the Contractor shall include all terminal taxes, octopi duties, central or state excise duties, import duties, sales tax and any other taxes livable under the state or central government or public rules. No claim whatsoever shall be entertained in respect of escalation in prices of materials, labor etc. except change in taxes announced by Municipal or Government bodies subsequently. Rates quoted also include work Contract Tax. M.W. Tax, extra water charges, all liaison work with Municipal Authorities for Building Department, Water Department, Pest Control etc. including specific bills of water charges and sewage charges raised by MC towards the repair works under taken including all out of pocket expenses. The Contractor at his costs and expenses shall obtain all permission from MC, etc.
- j. The contract shall not be deemed to be duly completed until maintenance certificate have been issued by the Architect recording that the works have been completed and

maintained to his satisfaction and will be issued after defect liability period is over and after ascertaining the views of the repair committee.

- k. The Contractor is responsible for the execution of all works, which is more particularly set out as per terms and conditions of the Agreement. The Contractor is well aware about the dangers and hazards for the completion of the said work. It is the Contractor who would be responsible in the event of breakage of glass of windows, etc. of the BANK and Contractor will take all precaution of BANK's property so as not to damage them.
- l. The Contractor shall, at his own expense supply all the stores and materials required for the contract. All the materials to be supplied by the Contractor shall be of the best of kinds, and only of ISI standard. The Contractor shall furnish necessary proof to the satisfaction of the Architect / Bank that the material complies with specifications as described in the Technical specifications. The Contractor shall, at his own expense and without delay, supply samples of materials proposed to be used in the execution of the work for the approval of the Architect / Bank, who may reject all materials not corresponding either in quality or in character with the approved samples. The Contractor is made aware that there will be no basic rate for all construction materials.
- m. The Contractor shall not enter on or take possession of the site unless permitted to do so by the Bank. The portion of the site to be occupied by the Contractor will be clearly defined and indicated by the Bank and the Contractor will on no account be allowed to extend his operation beyond these areas. Then on completion, completely clean the areas of works against his final completion of work done in that area.
- n. The Contractor shall suspend the execution of the work of any part/s thereof, wherever called upon in writing by the Bank / Architect to do so and shall not resume work thereon until so directed in writing by the authority. The Contractor shall also suspend the execution of work or any part thereof under notice of court, Government or Municipal Corporation unless the Architect / Bank instructs otherwise in writing. The Contractor will be allowed an extension of time for completion equal to period of suspension and no claim otherwise will be considered for payment. Time may also be extended to allow for alterations of work or deviation from the contract if it is felt reasonable by Architect / Bank.
- o. If Bank has permitted the contractor to house his workers on site in specified areas, during progress of work he will erect temporary structures of the approved standards and scales for his workers and maintain at his own expenses. The Contractor should demolish / remove temporary structures before the main work comes to an end and clear the site. This facility is not incorporated in contract and will be exclusively at the discretion of the Bank and the Bank can stop this facility in the middle of work and Contractor cannot claim anything whatsoever for taking away this facility any time. If this facility is granted, he shall be responsible for giving all necessary notices of infection

and contagious disease of his workers and instantly remove such cases from site. The Contractor shall obtain all necessary permission from municipality, government, etc. at his own costs.

- p. It is hereby clarified that within the guarantee period of the entire work the owner / Bank observes any hitches or lacunas or damage caused to the flat and / or common area and / or the BANK's property, the Architect / Contractor shall be communicated regarding the same. The Architect / Bank would visit the premises and give their comments in respect of the same. The rectification of the damaged area is the sole prerogative and responsibility of the Contractor who is to rectify the said damage at his costs, etc. within the decided time frame as mutually decided between the parties. In the event of failure of the Contractor to rectify such error the Bank / Owner shall have the full liberty to deduct the amount of loss at cost from the balance amount due and payable to the Contractor.
- q. The Contractor shall clean and level up the premises and open spaces in and around building to the satisfaction of the Bank at regular intervals and after completion of work. If he fails to their satisfaction, the same shall be carried out by the owner at Contractor's risk, cost and consequences and work will be treated as incomplete.
- r. It is hereby clarified that the Employees / Workers who would be assigned the work and who would be temporarily lodged in the premises of the owner shall have no access whatsoever in the building after the completion of the work for the particular days. The workers shall not enter the building for the purpose of taking water or for any other Private jobs that would be given by the flat owners during the subsistence of the work assigned.

FORM OF AGREEMENT

THIS AGREEMENT made this day of , 2025 between PUNJAB & SIND BANK (hereinafter called “The Employer”) of one part and of having registered office at (Hereinafter called “the Contractor”) of the other part.

WHEREAS the Employer is desirous of carrying out Proposed branch “GOPALGANJ” (Hereinafter called “the Work”) and has caused drawings and Bills of Quantities showing and describing the work to be done to be prepared by or under the direction of Architect AND WHEREAS the Contractor supplied the owner with a fully priced copy of the said Bills of Quantities (which copy hereinafter referred to as “the Contract Bills”) AND WHEREAS the said drawings (hereinafter referred to as “the Contract Drawings”) and the Contract Bills have been signed by on or behalf of the parties hereto: AND WHEREAS the contractor has deposited the 10% of Tender Amount with the Employer for due performance of this Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS

1. For the consideration hereinafter mentioned the contractor will upon and subject to the conditions annexed carry out and complete the work shown upon the contract Drawings and described by or referred to in the Contract Bill and in said conditions.
2. The Bank will pay the Contractor the sum of Rupees (hereinafter referred to as “the Contract Sum”) of such other sum as shall become payable hereunder at the times and in the manner specified in the said conditions.
3. The term “the Architect” in the said conditions shall mean the person as the owner shall nominate for that purpose, not being a person to whom the contractor shall object for reasons considered to be sufficient by, mentioned in the said conditions. Provided always that no person subsequently appointed to be the Architect under this Contract shall be entitled to disregard or overrule and certificate or opinion or decision or approval or instruction given or expressed by the Architect for the time being.
4. Tender documents containing Notice to the Contractors, Conditions of Contract, Appendix thereto, Special Conditions of contract, Specifications, Schedule of Quantities with the rates entered therein shall be read and studied as forming part of this agreement, and the parties hereto shall respectively abide by and submit themselves to the conditions, stipulations and perform the agreements on their parts respectively in such conditions contained.
5. Time shall be considered as of the essence of this Agreement and the Contractor hereby agrees to commence the work soon after the site is handed over to him as provided for in

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the said conditions and to complete the entire work within 30 Days from date of work order, nevertheless to the provisions of extension of time.

6. This agreement and Contract shall be deemed to have been made in and any question or dispute arising out of or in any way connected with this agreement and contract shall be deemed to have arisen in and only the courts in Bombay shall have jurisdiction on to determine the same.

AS WITNESS the hands of the said parties.

Signed by the said
In the presence of
Witness
Name:
Address:

BANK

Signed by the said
In the presence of
Witness
Name:
Address:

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COVERING LETTER FOR TENDER

To,

The Zonal Manager
Zonal Office, Patna
Frazer Road
Patna (Bihar) – 800 001
E-mail: zo.patna@psb.co.in

Dear Sir,

Sub. :-Furnishing & Electrical work of Branch GOPALGANJ, BIHAR

With reference to the tenders regarding the above work invited by you, we have to state as under.

We declare that before quoting the rates, We have visited the site and our rates are as per present site condition, Further we herewith deposit EMD **Rs.30,000/- (Thirty Thousand Rupees Only)** as Earnest Money for due execution of the works at my / our tendered rates as per the Terms of Contract. In the event of this tender being accepted, I / We agree to enter into and execute the necessary contract documents as required by you.

UTR No :

Dated : Amount :

Account detail of tender for returning of EMD amount (for unsuccessful bidder):-

Account Name :
Account No :
IFS Code :
Bank Name & Branch :

As required by you, I / We are returning herewith the documents (in single) duly signed by us at each page in token of our acceptance of the provisions in the documents.

We hereby after to execute and complete the whole of the works strictly in accordance with the said conditions of contract, special conditions of contracts, specifications and drawings at the rates set out against each of the items of work in the schedule of quantities. The total cost included in the above is Rs. (Rupees only)

We have carefully read and clearly understood the conditions of contracts, special conditions of contract, and specifications. We agree to complete the work at the rate \ rates

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quoted by me \ us in the schedule of quantities and within the specified time from the date of work order awarding the work to us.

We understand the work is to be completed within scheduled time period.

Our rates are firm and include and cover all cost, expenses, liabilities of very description and all risk of every kind to be taken in execution and handing over the work to the Bank. All Taxes applicable and prevailing from time to time on such item for which the same are leviable and the rates quoted by us are inclusive of the same.

Thanking you,

Yours faithfully,

NAME : _____
ADDRESS ; _____
TELE. NO. : _____
FAX. NO. ; _____
MOBILE NO. : _____

DEED OF INDEMNITY

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

IN FAVOUR OF PUNJAB & SIND BANK, a body Corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act of 1980 having its Head Office at 3 NBCC Complex, East Kidwai Nagar, New Delhi - 110023 (hereinafter referred to as “Punjab & Sind Bank” which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors and assigns)

WHEREAS Punjab & Sind Bank vide its Tender No [-----] dated [-----] (Tender) had invited Bids from the eligible Bidders for Interior & renovation work at **GOPALGANJ, BIHAR**.

WHEREAS

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

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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 WITNESSED AS UNDER: -

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

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

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

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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 Delhi. 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)

Format 1.1: Bank Guarantee Format for Performance Security

To,
The Zonal Manager
Zonal Office, Patna
Frazer Road
Patna (Bihar) – 800 001

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

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

And whereas we have agreed to give the contractor such a bank guarantee.

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

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with demand.

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

This guarantee shall be valid until theday of20.....

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

(Signature of the authorized officer of the Bank)

.....
.....

Name and designation of the officer

.....

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

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

UNDERTAKING FOR INTEGRITY PACT

To,
The Zonal Manager
Punjab and Sind bank
Zonal Office, Patna
Frazer Road
Patna (Bihar) – 800 001

Dear Sir,

INTEGRITY PACT

Subject: Submission of Tender for the work

I/We acknowledge that Punjab & Sind Bank is committed to follow the principle of transparency equity and competitiveness as enumerated in the Integrity Agreement enclosed with the tender/bid document.

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

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by Punjab & Sind Bank. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 6 of the enclosed Integrity Agreement.

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

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PRE-CONTRACT INTEGRITY PACT

Between

Punjab & Sind Bank (PSB) here in after referred to as "The Principal",

And

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

Preamble

The Principal in tends toward, under laid down organizational procedures, contract/s for

The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness I transparency in its relations with its Bidder(s) and I 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.

Section1- Commitment so 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 processor the contract execution.

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

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

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

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

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

b. The Bidder(s) / Contractor(s) will not enter with other Bidders in to any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract submission or non-submission of bids or any other action store-strict 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 IEM sand 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 bean accessory to such offences.

Section3-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".

Section4- 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.

Section5-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".

Section6- Equal treatment of all Bidders I Contractors I Subcontractors

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

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

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

Section7-Criminal charges against violating Bidder(s) I Contractor(s) I Subcontractor(s)

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

Section8- Independent External Monitor

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

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

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

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

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

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

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

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

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

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after

the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

Section 10 – Other provisions

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

(For & On behalf of the Principal)

(For & On behalf of Bidder / Contractor)

(Office Seal)

(Office Seal)

Place-----

Date_____

Witness1:

(Name & Address)

Witness2:

(Name & Address)