



स्टाफ ट्रेनिंग सेंटर ,पंचकुला- 1/ Staff Training Center, Panchkula-1  
प्लॉट नं C-12, सेक्टर-6 , पंचकुला/ Plot no. C-12, Sector-6, Panchkula  
फ़ोन/Phone 0172-2561723, 2584016, e-mail: pnbrscpl@pnb.co.in

## **NOTICE INVITING TENDER FOR CATERING SERVICES**

**Punjab National Bank invites online bids from reputed/eligible Catering Contractors for running canteen services at Bank's Staff Training Centre-1 , C-12, Sector 6, Panchkula -134109 (Haryana)**

Necessary tender documents may be downloaded from bank's e- Procurement website <https://www.pnbindia.in/Tender.aspx> or <https://etender.pnbnet.in> Bidders have to pay a **tender document fee of Rs.1,000/- + 18% GST** (Rs.1180/- Non-refundable) in the form of Demand Draft in favor of Punjab National Bank payable at Panchkula at the time of submission of bid. Firms registered under MSEs would be exempted from Tender fee. (**Exempted parties to submit supporting documents**)

- Date of Initiating of bidding process: - **13.05.2022 from 1400 hours**
- Last date for downloading the tender document: **27.05.2022 upto 1400 hours**
- Last date & time for submission/acceptance of queries **18.05.2022 upto 1400 hours**
- Date and Venue for pre bid meeting- **23.05.2022 at 1500 hours at Staff Training Centre-1, C-12, Sector 6, Panchkula -134109 (Haryana)**
- **Last date for submission of Technical and Commercial bid online (Hash Submission):**  
**27.05.2022 upto 1400 hours**
- **Last date for bid Re-encryption** from 27.05.2022 upto 1400 hours to 30.05.2022 till 17.00 hours
- **Last date for submission of Technical Supporting Documents (Hard Copy) till 31.05.2022 upto 1100 hours**
- **Date and Time for Technical Bid opening 31.05.2022 at 1500 hours**

Please note that Hash submission and Re-encryption is mandatory activity. Bank is not bound to accept the lowest offer/bid and reserves the right to accept or reject any or all the offers submitted in response to this advertisement without assigning any reason whatsoever.

**Training Head/Principal**



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## PUNJAB NATIONAL BANK



### TENDER DOCUMENT-2022 REQUEST FOR PROPOSAL (RFP) FOR PROVIDING CATERING SERVICES AT BANK'S

Staff Training Centre-1,  
C-12, Sector 6, Panchkula - 134109  
Haryana

Punjab National Bank, Staff Training  
Centre-1, C-12, Sector 6,  
Panchkula- 134109  
Haryana  
e-mail: [pnbrscpk1@pnb.co.in](mailto:pnbrscpk1@pnb.co.in)  
0172-2561723, 2584016



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### DISCLAIMER

The information contained in this Request for Proposal Document (RFP Document) or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of the Punjab National Bank or any of their representatives, employees or advisors (collectively referred to as Bank Representatives), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.

This RFP Document is not a recommendation, offer or invitation to enter into contract agreement or any other arrangement. The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for the Bank Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document.

The Bank, its employees and advisors make no representation and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding Document. Failure to furnish all information required by the bidding Document or to submit a Bid not substantially responsive to the bidding Document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

The Bank Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.



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**PART - I**

**BID DETAILS FOR RUNNING CATERING SERVICES AT BANK'S  
STAFF TRAINING CENTRE-1, PANCHKULA**

<b>TENDER ENQUIRY NO.</b>	<b>PNB/STC CANTEEN/PANCHKULA/2022</b>
Date of Initiating Bidding Process	<b>13.05.2022 from 1400 hours</b>
Last date and time for downloading of bidding documents	<b>27.05.2022 upto 1400 hours</b>
Last date and time for submission/acceptance of queries	<b>18.05.2022 upto 1400 hours</b> <b>Email: pnbrscpl@pnb.co.in</b>
Date & venue/Time of Pre-bid meeting	<b>23.05.2022 at 1500 hours at Staff Training Centre-1, C-12, Sector 6, Panchkula - 134109 Haryana</b>
Last date and time for submission of bids online (both Technical and Commercial) (Hash Submission)	<b>27.05.2022 upto 1400 hours</b>
Last date and time for Bid Re-Encryption	<b>From 27.05.2022 upto 1400 hours to 30.05.2022 till 17.00 hours</b>
Last date & time for submission of technical supporting documents (Hard Copy)	<b>31.05.2022 upto 1100 hours</b>
Date and time for opening of technical bid	<b>31.05.2022 at 1500 hours</b>
Date and time for opening of commercial bids	Shall be informed later to technically qualified bidders.
Place of submission / opening of Bids	<b>The Training Head</b> Punjab National Bank, <b>Staff Training Centre-1, C-12, Sector 6, Panchkula – 134109 Haryana</b>
Address for Communication	<b>The Training Head</b> Punjab National Bank <b>Staff Training Centre-1, C-12, Sector 6, Panchkula – 134109 Haryana</b>
Site for downloading and submission of Tender	Prospective bidders may download the tender documents from our e-procurement website at <a href="https://etender.pnbnet.in">https://etender.pnbnet.in</a> or <a href="https://www.pnbindia.in/Tender.aspx">https://www.pnbindia.in/Tender.aspx</a>



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TENDER ENQUIRY NO.	PNB/STC CANTEEN/PANCHKULA-1/2022
Cost of RFP (Non Refundable)	Rs.1180/- (Rs. One Thousand One hundred eighty only), {Rs. 1,000/- + 18% GST}, non-refundable, in the form of DD drawn in favour of Punjab National Bank, Panchkula. DD should be submitted in a separate envelop super-scribed " <b>Cost of RFP for Catering Services at Staff Training Centre-1, Panchkula</b> " at the time of physical bid submission (if not submitted earlier). (Firms registered under MSEs would be exempted from submission of Tender fee. <b>Exempted parties to submit supporting documents</b> )
Security Deposit	<b>Performance security Deposit:</b> Performance Security Deposit Rs.2,00,000(Two lacs Only) to be submitted by successful bidder within three days of award of work.

All present and subsequent guidelines issued by Government of India to be followed

**Note:-**

1. Technical Bids will be opened online as well as in physical form but Commercial bid will be opened online only. Bidders may view the details through their terminal using their e-procurement [<https://etender.pnbnet.in>] registration login.
2. Any Bidder, who wishes to participate in this tender and is not registered in our e-procurement site, **shall have to first register with our e-procurement site.**
3. All technical supporting documents should be submitted in physical form only. However, Commercial Bid should be submitted only online through our e-procurement website.
4. Contractor will be responsible for payment of wages, other dues and compliance of all statutory provisions related to minimum wages, labour laws etc. applicable to the workers deployed by them in the Office. Any penalty for failure/negligence on this part shall be the responsibility of the contractor and the Bank has no role and responsibility in this regard.



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### **NOTICE INVITING TENDER**

E-tenders are invited on behalf of Punjab National Bank from experienced and reputed Canteen Contractors for providing canteen services for trainees, faculty members and staff etc. working in its Staff Training Centre-1, C-12, Sector 6, Panchkula – 134109, Haryana. Before submission of bid, Contractors are requested to visit the building to have first-hand knowledge about the nature and quality of jobs involved. Bidders to note the following:

1. Bidders should fulfill the eligibility criteria mentioned in the tender documents, to be obtained against payment of Rs.1,180/- (Rs.1,000/- + 18 % GST), which is non-refundable, by way of DD favoring Punjab National Bank, Panchkula latest by **27.05.2022 upto 1400 hours**. Tender fee of Rs.1180/- is to be submitted in a separate envelope super-scribed **“Tender cost for Catering in Staff Training Centre-1, Panchkula Canteen” to be submitted in the separate envelope along-with separate envelope for Technical Bid only. Both envelopes be further in single envelope.**
2. Bidders should submit both (i) Technical Bid & (ii) Commercial bid. Commercial bid shall be submitted **online only**. Whereas, all technical supporting documents should be submitted in physical form only.
3. Bidders intending to participate in this tender are required to get enrolled on the bank’s website i.e. <https://etender.pnbnet.in>. Enrolment on the above mentioned website is **mandatory**.
4. As the bids have to be digitally signed by Digital Certificate of the respective Bidder, the bidders are advised to obtain Digital Certificates of **class II and above with both signing and encryption facility**, before submitting the bids online, in order to bid for the tender.
5. Tender Documents containing detailed terms & conditions can be downloaded from the e-portal <https://etender.pnbnet.in> or <https://www.pnbindia.in> and be submitted as per Tender schedule attached.
6. For any further information / queries please contact Training Head, Punjab National Bank, Staff Training Centre-1, C-12, Sector 6, Panchkula - 134109 Haryana over phone no.: **0172-2561723, 2584016 or e-mail: pnbrscpkl@pnb.co.in**
7. Bidders may submit their queries regarding any technical clarification before 18.05.2022 upto 1400 hours. Thereafter, pre bid meeting (if needed) shall be held at PNB, Staff Training Centre-1, C-12, Sector 6, Panchkula - 134109 Haryana **23.05.2022 at 1500 hours**, details of which can be checked from bank’s website.
8. Standardized documents may be downloaded from the Bank’s dedicated website upto 27.05.2022 till 1400 hours after clarification on queries. No deviation on the above will be entertained by the bank thereafter.
9. Based on the clarification of conditions by the bank, the intending bidder will have to submit unconditional acceptance on the prescribed format along with tender documents.
10. Commercial bid of only those bidders shall be opened who bring their tender in line with requirement of tender documents and are acceptable to the bank. **Tenders of bidders, who do not submit Bid Security declaration/Tender Fee OR who do not qualify as per terms & conditions will be summarily rejected.**



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**11. Firstly, envelope containing DDs of Tender Cost shall be opened and on satisfactory receipt of the same, their technical bids shall be opened.**

**12.** Commercial bid of technically eligible bidder who meets the eligibility criteria stipulated in tender documents will be opened online in the presence of participating bidders or their representatives as per the schedule to be intimated later on. Date for opening of Commercial Bids shall be intimated later.

**13.** Tenders shall be valid for a period of not less than 90 days after the date of opening of commercial bid online.

**14.** All the disputes arising out of or in connection with this agreement shall be deemed to have arisen in Panchkula and only the courts of Panchkula shall have the jurisdiction to determine the same.

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

**16.** Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

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

**18.** Tender services are subject to independent audit by external agencies. Bank has appointed two Independent External Monitor (IEMs) in the panel and their details are as follows

S. No	IEM	E-mail	Mobile Number	Appointment Valid Till
1	Sh. Raj Kumar Singh (I.R.S. Retd.)	mrrajksingh@gmail.com	8141488880	26.05.2022
2	Dr. Sarat Kumar Acharya (EX-CMD, NLC India Ltd. )	<a href="mailto:Sarat777@rediffmail.com">Sarat777@rediffmail.com</a>	9442118060	04.03.2024



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### **ELIGIBILITY CRITERIA**

1. Average annual financial turnover of the bidder for the past 3 years ended 31.03.2021 must be at least Rs.15.00 lakhs.
2. Bidder must have at least 3 completed years continuous satisfactory experience of providing catering services in a Government training institution/PSU/Central/State Govt. Department as on 31.03.2021
3. Bidder should have at least one canteen running satisfactorily catering to minimum strength of 50.
4. The bidder must possess PAN, EPF, ESI and GST registration number issued by respective IT/ EPF/ESI/ Service Tax offices.
5. The bidder should not have been blacklisted by any organization i.e. the Bank/ PSU/any Govt. agency during the last five years ending March 2021. An undertaking in this regard will have to be furnished.

**Note: The bidder shall furnish following documents along with technical bid in support of eligibility criteria:-**

- a) Supporting documents in respect of minimum eligibility criteria
- b) Bidder's Application
- c) Acceptance of the terms and conditions and compliance of Technical specifications
- d) Copy of Audited Balance Sheets (if applicable) along with Trading, Profit & Loss, Income & Expenditure Account Statements for the last 3 financial years i.e. 2018-19 & 2019-20 & 2020-21 OR Credible Evidence in support of the same.
- e) Copy of satisfactory performance certificate (on the letter head of service recipient with complete address and telephone no.) in having executed following similar category contract/s during the last 3 years (minimum) ending 31.03.2021 aggregating Rs. 45.00 Lakh (15 LakhsX3) and at least one of which must be presently running.
- f) Tender document, duly stamped and signed by the Tenderer on all the pages, in token of having accepted all the terms and conditions of the tender along with Identity Proof, Photograph of individual having interest and ownership as proposed Contractor with proof of address
- g) Authenticated certificate of constitution of the Firm, Company etc.
- h) Power of Attorney/Board Resolution (if applicable)



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- i) Certificate of satisfactory services being provided from the existing institution(s) issued on a date later than the date of tender.
- j) Copy of registration of EPF, ESI, GST and PAN No.

**Training Head/Principal**



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## **INSTRUCTIONS TO BIDDER**

### **1. INTRODUCTION**

Punjab National Bank, a body corporate duly constituted under Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 (hereinafter called as “the Bank”) , invites technically complete and commercially competitive online bids from reputed/eligible catering contractors for running Staff Training Centre-1, Panchkula canteen at Bank’s Staff Training Centre-1, C-12, Sector 6, Panchkula - 134109 Haryana for two years.

The Staff Training Centre-1, Panchkula conducts various Residential and Non-Residential Training Programmes, Workshops, Seminars etc. for Officers and Senior Officers of the Bank from across the country on regular basis and also as per the requirements of the Bank.

### **2. ELIGIBLE BIDDER**

This invitation of Bids is open to all bidders, provided they fulfill the minimum eligibility criteria as mentioned in tender document

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

To provide uninterrupted catering services in canteen at Punjab National Bank, Staff Training Centre-1, C-12, Sector 6, Panchkula - 134109 Haryana. The Catering requirements of the Staff Training Centre-1, Panchkula includes providing Breakfast, Tea/Coffee, Snacks etc., Soup/ Butter Milk in between the Training Sessions besides Lunch and Dinner. Further, as per requirements and on special occasions, High Tea and Snacks are also required to be provided. Also, outdoor catering services may be required as per need, whenever Training Study Tours are arranged by the Bank for the Trainees. Further, catering services may be required to be provided on Sundays and holidays during the continuation of training and also in case of urgent requirements.

### **4. COST OF BIDDING**

Bidder shall bear all the costs associated with the preparation and submission of its bid and The Bank, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### **5. BIDDING DOCUMENT**

Bidder is expected to go through all the instructions, forms, terms & conditions and Technical specifications in the Bidding Documents. Failure to furnish any information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidders’ risk and may result in the rejection of bid. Bidder should strictly submit the bid as per RFP, failing which; bid will be rejected as non-responsive.

### **6. AMENDMENT OF BIDDING DOCUMENTS**

Bank may modify the Bidding Documents through amendments at the sole discretion of



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the Bank at any time prior to the last date and time for submission of bids. All such amendments shall be uploaded on the Bank's websites (<https://www.pnbindia.in> or <https://etender.pnbnet.in>) and shall be binding on all who are interested in bidding.

In order to provide prospective Bidders a reasonable time to take into account the amendment(s), if any, in preparing the bid, Bank may, at its discretion, extend the deadline for submission of bids.

### **7. CONTACTING THE BANK**

Any effort by a bidder to influence the Bank in evaluation of the bid, bid comparison or contract award decision may result in the rejection of the Bidders' bid. Bank's decision shall be final and without prejudice and will be binding on all parties.

### **8. BANK'S RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS**

Bank reserves the right to accept or reject any or all bid(s) and scrap the bidding process at any time prior to award of contract, without incurring any liability thereby to the affected bidder(s) or without any obligation to inform the affected bidder or bidders about the grounds for the Bank's action. Bank reserves the right to accept or reject any terms and conditions proposed by the contractor(s).

### **9. MODIFICATION AND WITHDRAWAL**

Bids once submitted will be treated as final and no further correspondence will be entertained in this regard. No bid will be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

### **10. REVELATION OF PRICES**

Prices should not be disclosed in the technical or other parts of the bid in any form and shall be disclosed only in the commercial bid. Failure to do so will make the bid liable to be rejected.

### **11. CLARIFICATIONS OF BIDS**

Notwithstanding anything contained in the tender document, to assist in the examination, evaluation and comparison of bids, the bank may, at its discretion, ask the bidder for clarifications. The response should be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

### **12. DEADLINE FOR SUBMISSION OF BIDS**

Bids must be submitted not later than the specified date and time mentioned in the Bid Document. If specified date of submission of bids is declared a holiday in the Bank, the bids shall be received up to the specified time on the next working day. However, the Bank may, at its discretion, extend the deadline for submission of bids amending the bid documents, in which case all rights and obligations of the Bank and bidders, previously subject to the deadline, will thereafter be subject to the deadline extended.



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All the correspondence/bid should be addressed to Bank at the following address:

**The Training Head**, Staff Training Centre-1, Punjab National Bank,  
C-12, Sector 6, Panchkula - 134109 Haryana

**13. LATE BIDS:**

Any bid received by the Bank after the deadline for submission of bids will be rejected and/or returned unopened to the bidder.'

**14. OPENING OF BIDS:**

All the bids will be opened at the date, time and location mentioned in RFP (as per tender schedule). Technical bids will be opened in the presence of representatives of the bidders who choose to attend, must be duly authorized. In case bid opening date is public holiday, then the bid shall be opened on the next working day, time and place remaining unchanged.

**15. PERIOD OF VALIDITY:**

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

**16. BIDDING PROCESS (TWO STAGES):**

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

- I. **Part-I Technical Bid**
- II. **Part-II Commercial Bid**

Bidders will have to submit the technical bid in physical as well as online form through Bank's e-procurement system. The supporting documents will have to be submitted in physical form. **Commercial Bids should be submitted only online, through bank's e-procurement system. Bidder may inspect the bank's site before quoting the prices in Commercial Bid.**

**I. TECHNICAL BID (Part-I):**

The bidder will have to submit the Technical Bid Online and also in sealed envelope, duly super-scribing "TECHNICAL BID for canteen at PNB Staff Training Centre-1, Panchkula"  
**TECHNICAL BID** will also contain all the documents mentioned in Point No. 19, given below. All Annexure should be duly signed and sealed.

**TECHNICAL BID will not contain any pricing or commercial information (relating to this tender).** Technical bid documents with any commercial information will be rejected. In the first



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stage, only TECHNICAL BIDs will be opened and evaluated. Only those bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for next stage of evaluation.

Bid shall contain no inter-lineation, erasures or over writing except as necessary to correct errors made by the bidder, in which case such corrections shall be duly confirmed under signature/initials of the person(s) signing the bid.

## **II. COMMERCIAL BID (Part II):**

Under the second stage, the COMMERCIAL BID of only those bidders, whose technical bids are responsive, and are eligible as per the criteria prescribed in bidding document, will be opened.

### **17. SUBMISSION OF BIDS:**

Bidders shall duly complete the formats of Technical Bid and Commercial Bid and the same will be submitted online through our e-Procurement System using their Digital Signature at website <https://etender.pnbnet.in> Bid submitted by the bidder using Digital Certificate is binding on the bidder to the contract.

**Bidders are also required to submit the notarized copies of technical supporting documents in physical form in sealed cover on or before date and time of bid submission. In case of any variation between physical bid and online bid, the contents in the online bid shall be valid and acceptable.**

### **18. SERVICES:**

The services are to be provided at the pre-approved rates.

### **19. CONTENTS OF DOCUMENTS TO BE SUBMITTED**

#### **Documents required in Technical Bid:**

- Supporting documents in respect of minimum eligibility criteria
- Bidders' Application Form
- Letter From contractor to Bank- Annexure-III
- Qualification details of bidders- Annexure-IV
- Compliance statement of Technical specifications- Annexure-V
- Contract Labour (Regulation & Abolition) Act 1970- Annexure-VI
- Attested True Copies of Balance Sheets, Trading, Profit & Loss and Income & Expenditure Account Statements for the FY2018-19, 2019-20& 2020-21 (audited-if applicable) OR Credible Evidence in support of the same.
- Performance Certificate(s) from Client(s) on their letter heads with authorized signature.
- Details of previous experiences and total workers employed to be furnished as per PROFORMA-1 and PROFORMA-2.
- Power of Attorney/board resolution (if applicable)
- Commercial Bid- PART-II



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- Bid Security Declaration
- Solvency certificate (minimum for Rs.4.00 lacs)

## **20. PROCEDURE FOR FINALIZING L1:**

**L-1 of short listed bidders will be selected based on the lowest quoted rate as mentioned in the commercial table subject to satisfaction of the Bank.**

## **21. SIGNING OF CONTRACT**

The successful bidder(s) shall be required to enter into a Rate Contract with the Bank, within 7 days of the award of the tender or within such extended period as may be specified by **Training Head**, Punjab National Bank, Staff Training Centre-1, Panchkula, on the basis of the Tender Document. Letter of acceptance and such other terms & conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof shall be contained in an Agreement to be signed at the time of execution of the Form of Contract.

Successful bidder shall ensure to deposit Security Deposit (No interest payable) with the Bank, which shall be refundable after six months of expiry of contract if not extended/renewed.

**22.** Bidders are advised to understand auto bid process to safeguard them. In case of technical failure or inability to bid due to telephone line glitch or Internet response issues or software/hardware hangs, Bank will not be responsible.

**23.** Bidder should be prepared with competitive price quotes on the day of the bidding event and participate in the online bidding as per the schedule. Bidder to submit the item-wise price break up for all the items along with total price for whole day meals within the stipulated time as per the schedule immediately after the online event. The prices should be excluding GST. Bidder has to necessarily quote rates for all the items listed in the commercial bid. In case of incomplete bid, same may be rejected.

**24. Principal to Principal Relationship:** The employees engaged by the contractor shall be deemed to be the employees of contractor only, and the Bank shall not be connected with the employment or the terms and conditions thereof in any way. The contractor alone would comply with the statutory obligations and Labour Regulations/ Rules in this regard. None of the provisions of this Agreement shall be deemed to constitute a partnership between the parties hereto, and neither party shall have authority to bind the other except as specifically provided for hereunder. Neither party hereto is the agent of the other nor there is no master-servant relationship between the parties. The relationship is on principal to principal basis. The contractor shall be responsible for payments of all statutory dues with respect to each of his personnel/employees engaged by him to render service under this Agreement with respect to each applicable Labour law, including, the Minimum Wages Act, 1948, The Payment of Wages Act, 1936, the Payment of Bonus Act, 1965, the Employees' State Insurance Act, 1948, The Payment of Gratuity Act, 1972, The Maternity Benefit Act, 1961, The Employees' Provident Funds and Miscellaneous Provisions Act, 1952, The Contract Labour (Regulation & Abolition) Act, 1970 etc. No dues/contributions under any labour legislations as applicable, remain payable with respect to



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his personnel/employees. The contractor and his staffs or employees will have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to his personnel/employees under applicable labour legislations. The Contractor shall ensure all compliances as desired under various labour legislations and the Bank shall not be responsible for any such issue.

## **25. FORCE MAJEURE**

The Contractor or the Bank shall not be responsible for delays or non- performance of any or all contractual obligations due to any Force Majeure cause which is beyond the control of the Contractor or Bank, as the case may be and which substantially affects the performance of the obligations under the Agreement including:

- a. Acts of God, natural calamities, including but not limited to floods, droughts, earthquakes, epidemics and pandemics (whether natural or man-made);
- b. Acts of any country, domestic or foreign, including but not limited to war, declared or undeclared priorities, quarantines ,embargoes;
- c. Acts of public enemy, accidents and disruptions including but not limited to fires, explosions, breakdowns of essential machinery or equipment;
- d. Transportation delay due to force majeure or accidents;
- e. Riots and civil commotions etc.

Provided that either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

Unless otherwise directed by the Bank in writing, the Contractor shall to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly continue to perform its' obligations under the Agreement as far as possible, and shall seek all means for performance of all the obligations, not prevented by the Force Majeure event.

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

Commercial hardship or any such allied difficulty shall not be covered under Force Majeure.

## **26. TERMINATION CLAUSE**

Bank will have the right to terminate the contract after giving thirty days advance notice including 15 days curing period to CONTRACTOR in case of unsatisfactory services, non-capable resources or non-initiation of services within 7 days of signing the contract. Decision of the Bank regarding quality of services will be binding on the Contractor.

The Bank shall have the right to terminate/cancel the contract with the Contractor at any time during the contract period, by giving a written notice of 30 days, for any valid reason, including but not limited



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to the following:

- a) Excessive delay in execution of order placed by the Bank
- b) Discrepancies / deviations in the agreed processes and/or products
- c) Failure of Contractor to complete implementation of services within the time as specified in the RFP document
- d) Violation of terms & conditions stipulated in this RFP.
- e) Change in Bank Policy
- f) Unsatisfactory performance of complete solution
- g) In case of breach of any of the representation and warranties as mentioned in RFP
- h) Supply of items, not as per quantity and quality, defined in the tender.
- i) Repeated complaints regarding poor service/improper behavior etc.
- j) Improper maintenance and cleaning of canteen area including crockery and other service tools.
- k) Non maintenance of dress code.
- l) Any other discrepancy observed by the Bank.

The Bank shall have the option to terminate the Agreement in case of breach of any of the terms and condition as set forth in the Agreement.

Notwithstanding anything contained herein above, the Bank shall have the right to terminate the Agreement without assigning any reason to the Contractor without any consequences

## **27. SEVERABILITY**

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

## **28. INDEMNITY CLAUSE**

Contractor shall indemnify the bank from any loss caused to bank for non- compliance of any statutory duty by the contractor under any labour law or otherwise.

Contractor assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by the Bank by reasons of any breach of the contractor's obligation under these general conditions or for which the contractor has assumed responsibilities under the contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the contractor or others in connection with the performance of any act covered by the contract. The contractor shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary thereunder to conform and effectuate the purchase contract and to protect the Bank.

## **29. NON DISCLOSURE CLAUSE**

Contractor to ensure non-disclosure of vital information received from bank to any other party which may be detrimental to banks' interest. The vital information includes any personal information relating to the Trainees, Participants, Officers, Faculty and all other staff or other Contractors whose information may come into the knowledge or possession and also all other Business or Training related



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information that may come into the knowledge or possession of Contractor or his employees during the course of and owing to the providing of Services under this agreement. Contractor will be liable to the bank for any loss suffered due to non-compliance of the clause.

- ❖ The Contractor shall not, without prior written permission of the bank to which the confidential information belongs, directly or indirectly disclose or cause to be disclosed any confidential information to any third party.
- ❖ Contractor shall not, without the prior written consent of the Bank, make use of any document or information except for purposes of performing this agreement.
- ❖ Contractor shall take all steps as may be reasonably necessary to protect the integrity of confidential information and to ensure against any unauthorized disclosure thereof.
- ❖ That Contractor shall use the confidential information only for the purpose for which it was provided and shall not profit from the same in an unauthorized manner.
- ❖ The Contractor shall provide access to the Confidential Information to its employees only on need to know basis and such employees/ personnel shall be required to enter into a confidentiality agreement which is of no less stricter terms than this Agreement. Even if some Contractor's employee leaves the job, he will neither share any Bank information with anybody else nor will he use it for his new job. Contractor shall continue to be responsible for any such act of its ex-employee.
- ❖ Contractor shall indemnify Bank against any loss suffered by Bank due to disclosure of confidential information by employee of Contractor.
- ❖ The obligation contained in this clause shall survive after the termination of this agreement for a period of six years.
- ❖ Confidentiality and Non-disclosure: Contractor shall not without the consent of Bank make use of any document or information coming in its way while discharging their jobs of bank except for the purpose of performance of this agreement. Contractor will keep all the data, sources and information confidential and will not disclose or release it to any other party. This clause will remain valid even after the termination or expiry of this agreement / Contract.

### 30. LIMITATION OF LIABILITY

Contractor's aggregate liability under the contract shall be limited to a maximum of the contract value. In the following circumstances limitation of liability shall not apply and the Contractor shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the bank:-

- (a) Breach of the confidentiality provisions
- (b) Liability for an infringement of a third party's IPR and;
- (c) Employment liabilities for Contractor's staff relating to the period of their employment within **contractual period while working with Bank** and;
- (d) Any other liability that cannot be capped or excluded as a matter of applicable law and imposed by the statutory authority/ government bodies/ court tribunals etc.
- (e) Any other breach caused due to the non-performance of the obligations of the Contractor under the Agreement.
- (f) This limit shall not apply to third party claims.
- (g) Any liability arising due to loss or damage caused to any trainee or staff of the Bank or any other person for reason due to supply of adulterated or unhygienic food items.



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### **31. ASSIGNMENT**

The contractor shall not assign, in whole or in part, its obligations to perform under the contract.

### **32. DISMISSAL OF WORKMEN/STAFF**

Contractor shall, at the request of bank, immediately dismiss from works any person employed thereon by him, who may in the opinion of the bank be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of claim for compensation or damages against the bank or any of the officers or employee. Bank's decision in this regard shall be final and without prejudice and will be binding on all parties.

**33.** Contractor agrees that if its services are not found acceptable to the bank or has violated any of the terms and conditions of this agreement, the Bank shall in its own discretion can debar/ black-list the contractor and in such an event, the contractor shall be disqualified for participating in any future tenders floated by the Bank for any of its offices and subsidiaries.

### **34. CONTRACTOR'S RESPONSIBILITY**

Contractor will ensure to provide the following:

- a) Make arrangements for supply of food items/water etc. in the canteen as per the requirement and timing to Participants, staff and other visitors etc. as per the details given in Annexure I and II of the tender.
- b) Proper uniform with cap, gloves and identity cards to all workers/staff of the canteen.
- c) Half Yearly medical check-up of workers at Contractor's cost.
- d) Police verification of the contractor and workers/staff.
- e) Hygiene and cleanliness of Canteen area.
- f) Deployment of staff/workers for operation and service in staff canteen.
- g) Timely payment of wages to staffs/workers and all statutory dues to the concerned Govt./state agency
- h) Discharge obligations as provided under various applicable statutory enactments including the Employees Provident Fund & Miscellaneous Provisions Act, 1952, Employees State Insurance (ESI) Act, 1948 ESI (if applicable at the Place of work – , Haryana, the Contract Labour (Regulation & Abolition) Act, 1970, the Inter-State Migrant workman (Regulation of employment & conditions of Service) Act, 1979, The Minimum Wages Act, 1948, the Payment of Wages Act, 1936, The Workmen's Compensation Act, 1923 and other relevant Act, Rules and Regulations, instructions etc. issued / enforced from time to time.

### **35. GOVERNING LAW AND JURISDICTION**

This agreement shall be construed in accordance with the applicable laws of India. The courts at



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Panchkula shall have exclusive jurisdiction in any proceedings arising out of this agreement.

### **36. RESOLUTION OF DISPUTES:**

All disputes or differences whatsoever arising between the parties out of or in relation to the contract, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the applicable Indian Laws and the matter shall be referred to a sole arbitrator nominated by the Bank and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of the Courts at Panchkula. The seat of the arbitration shall be Panchkula. Contractor shall continue work under the contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator, is obtained. However, during such a contingency, the Bank shall be entitled to make alternative arrangements to tackle the situation in any manner it deems fit, at the cost of the Contractor which may also be adjusted by the Bank from the Security Deposit, being treated as default so that the business of the Bank is not disrupted.

### **37. NOTICES**

Notices as required by the agreement that shall be entered with the successful bidder shall be sent to the addresses as would be mentioned first therein or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgement due on receipt.

### **38. AMENDMENTS**

Any amendment to this agreement shall be made only with the written consent of both the parties

**39.** Bidders are advised to understand auto bid process to safeguard themselves. In case of technical failure or inability to bid due to telephone line glitch or Internet response issues or software/hardware hangs, Bank will not be responsible.

**40.** Bidder should be prepared with competitive price quotes on the day of the bidding event and participate in the online bidding as per the schedule. Bidder to submit the item-wise price break up for all the items within the stipulated time as per the schedule immediately after the online event. Bidder has to necessarily quote rates for all the items listed in the commercial bid. In case of incompleteness of the bid, same may be rejected.



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## **GENERAL INFORMATION AND OTHER TERMS AND CONDITIONS**

### **1) General Information**

Canteen is located in Ground floor. The area is fully air-conditioned with required furniture like tables, chairs, provision of free electricity, water and other basic amenities for the canteen. Canteen is meant for the catering and food requirement of Trainees, staff etc. at Staff Training Centre-1, Panchkula. The Kitchen is also located at Ground floor adjacent to Canteen. Contractor will be responsible to provide complete efficient canteen service as per the scope of work mentioned in the tender. Daily use of canteen facility by the number of personnel may be 50 (tentative) and may increase or decrease as per actual participation.

### **2) Details of equipment to be provided in the kitchen by the Bank.**

Reasonable equipment (Deep freezer, Water cooler, geysers, hot case, bottle cooler, storage cupboard, work tables, Service counters/service stations, Dining room furniture, Electrical and plumbing fitting in the kitchen) for use of the Contractor in the Centre.

Whereas Centre would endeavor to provide these facilities, non-provision of some equipments, shall not be a cause for the contractor for providing inefficient and inadequate services. On termination of the contract, if the contractor fails to return the said equipments in good and working condition or fails to return at all, the Centre has the right to get them replaced or repaired at the risk and cost of the contractor and such cost shall be appropriated from the pending bills/security deposit or through other remedial legal measures. Repair, maintenance and upkeep etc. of all the appliances, equipments etc. will be done by the Contractor at his cost.

Canteen contractor will provide all other kitchen equipment required for the smooth functioning of canteen viz. blender, tools, kitchen utensils etc. Such items will be maintained and repaired by the canteen contractor.

### **3) List, quality and other details of the crockery to be provided by the canteen contractor**

Contractor will be responsible to provide crockery and other utensils required for the serving of food items in the canteen. Sample and model thereof should be got approved from the PNB STC-1 Panchkula.

### **4) Timings of the canteen**

Service Timing of canteen will be from 7.30 AM to 10.30PM depending on timings for the breakfast in the morning to providing milk at night. However, in exceptional circumstances, contractor needs to deploy staff well beyond the mentioned timings so that canteen is ready to serve food items at prescribed timings. Also, it will be the responsibility of the canteen contractor to keep the canteen and serving area as well as kitchen etc. neat and clean at all times.



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Contractor should also ensure that all waste materials from canteen and dining area is removed and dumped in the approved municipal area on the same day in order to stop breeding of insects, rodents and also to keep entire area neat and clean.

**5) Number of workers to be deployed in the canteen**

Canteen contractor to deploy sufficient number of staff/workers for the smooth functioning of the canteen. Kitchen staff will be need based to cater the requirement of approximately 50 trainee participants on daily basis from early in the morning to late night. Contractor will be responsible for uninterrupted service by providing sufficient number of trained workers as per the service requirement given in the tender as at item **37** here under.

**6) List of food items to be served through Kitchen**

As per Annexure – 1

**7) Uniform, medical fitness/checkup and other requirements of canteen staff**

Uniform, medical fitness/checkup and other requirements of canteen staff Contractor should provide Medical Fitness Certificate of all Canteen workers, on half-yearly basis, to check for any communicable diseases. Workers will always wear uniform and dedicated I-Card while on duty which will be provided by the successful contractor only. Design and color of uniform will be approved by the bank. Besides, regular visit of Canteen Committee members, food quality and hygiene may also be checked, by external agency. Cost of checking will be borne by bank. In case any negative report is found in the testing, all the charges including penalty, as decided by the bank, will be borne by the contractor. Contractor will adhere to guidelines emanated by Govt. Keeping in view of any pandemic and ensure vaccination of staff accordingly.

**8) Cost of food items which can be charged from staff as well as non-staff**

Food as per menu, will be served to staff members as well as drivers, visitors on the mutually agreed rates. **Food will be served as buffet system.**

**9) Period of contract**

Contract will be executed/ valid for a period of two years. However, contract may be renewed further for one year, only if the performance of the canteen contractor is found satisfactory by the Bank. Performance will be reviewed after every 3 months based on the quality of food, hygiene, performance/behavior of canteen staff etc. It will be assessed by a Committee of internal and/ or external members. The decision of Bank in this regard shall be final & binding on the contractor.

**10) Eligibility to participate in tender**



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In addition to normal CVC guidelines, contractor should have experience of satisfactory running at least one canteen in Govt. training institutions/ PSU/Central/ State Govt., for a minimum period of three years having capacity to cater minimum of 50 persons. In addition, contractor should have one running canteen of same capacity, at present.

**11) Type of food items which can be prepared in kitchen of Bank**

Non-vegetarian Food items will not be allowed to be cooked in the kitchen and only the vegetarian items mentioned in annexure-1 and modified from time to time by authority of STC-1 Panchkula, if required.

**12) Fuel and Power**

In case of non-availability of electricity due to any reason contractor will manage fuel and power at his own cost.

**13) Feedback**

Contractor may be asked to obtain Feedback (as per approved Feedback Form) from minimum of three distinctive participants every day after Breakfast, Lunch and Dinner.

**14) Execution of Agreement:**

Selected Bidder would be required to execute the Bank's Approved Agreement without any exception, as per the format in the tender (Annexure-A).



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**PERFORMA FOR ACCEPTANCE OF TERMS & CONDITIONS FOR RUNNING CANTEEN AT  
PUNJAB NATIONALBANK, STAFF TRAINING CENTRE-1, PANCHKULA**

The bidder must enclose a letter of acceptance of the terms & conditions mentioned below, duly signed by the proprietor/ authorized signatory. Following points must be reproduced in the technical bid- form submitted by the bidder. On the right side of each point, bidder shall mention "Accepted" and put signature & each page must also be signed by the proprietor/authorized signatory of the bidder.

1. The Contractor shall provide catering services during entire duration of training irrespective of holiday/ Bank holiday etc or as desired by Principal, as per the requirements and satisfaction of the Staff Training Centre-1, Panchkula from time to time as set out in Annexure-I hereto.
2. The quality of the ingredients to be used for preparation of eatables, beverages etc. shall be of good quality and as decided by the Staff Training Centre-1, Panchkula (as per Annexure-II).
3. The Catering charges will be payable at approved rates for the items served to the participants etc.
4. The Contractor shall submit bills monthly as per training schedule within 7 days of completion of the month. The GST will be paid by the bank to the contractor who will ensure its onwards submission to Government as per extant guidelines.
5. The Contractor shall not claim any extra charges when any high dignitaries/ Senior Management Officials along with Faculty Members/ Staff join the participants at tea/ lunch/ dinner etc.
6. The Contractor shall supply food and beverages etc. to Faculty Members and staff of STC-1 Panchkula on the mutually agreed rates.
7. On occasions when the **number of participants are less than 15 (Fifteen) on particular day, the contractor will be reimbursed for minimum of 15 person on the per day approved rate for trainee.** However, if on particular day, there is no Training Programme in progress in the college, **a fixed amount of Rs.1,500/- (Rupees One Thousand five hundred only) excluding GST, per day (except on all Bank holidays) will be paid to the Contractor as maintenance.** On such days also the Contractor shall make available food and beverages etc. to Faculty Members and staff of STC-1 Panchkula on the mutually agreed rates.

For early departure or absence of a Trainee/participant from the Programme, the contractor shall not claim any charges for such meals of Trainees/Participants. Again, with prior information, if any Breakfast/meal is skipped by any Trainee/Participant, the contractor will not claim any charges of such items.

If a Trainee/participants reports earlier than the schedule date of commencement of a Training Programme and avails the canteen facilities of the college, the contractor shall be entitled to claim as per breakup of charges given in the work order to the contractor by the Bank.

8. If at any time during the subsistence of the contract, the Staff Training Centre-1, Panchkula so desires to utilize the services of the contractor for any special parties, seminars, conferences, meetings or otherwise the contractor shall arrange the same at the approved rates or at mutually agreed rates in case



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the items are outside the list of items for which rates have already been agreed to in the contract. On such dates no payment as provided under clause 7 above will be made.

9. The catering to the participants shall be provided only for the period of training plus check-in day and check-out day unless otherwise permitted by the Training Head.
10. The contractor shall provide fresh, hygienic and filtered drinking water in the dining hall, place of service etc.
11. Timings of service of food and beverages and the menu as approved by the Staff Training Centre-1, Panchkula, will be displayed on the Notice Board in the dining hall by the contractor.
12. Contractor may be asked to obtain Feedback (as per approved Feedback Form, to be provided by the bank) from minimum of three distinctive participants every day after Breakfast, Lunch and Dinner.
13. Bed tea will be served in the hostel rooms, whereas Breakfast, lunch and dinner, afternoon-tea, coffee, snacks, forenoon tea, coffee, snacks or similar items will normally be served in the Dining Hall; or at such places as may be desired by the Staff Training Centre-1, Panchkula. Appropriate meals will be served to sick persons, guests etc. in their respective rooms.
14. Daily menu on a fortnightly basis will be prepared and submitted in advance to the Staff Training Centre-1, Panchkula for approval. The various items of the menu will be changed frequently to provide variety and uniform standard. The menu so decided must be adhered to, at all costs. Non- adherence to the menu will attract penalties as per clause 26, to be decided at the sole discretion of the Staff Training Centre-1, Panchkula, which will be binding on the Contractor.
15. The Contractor will provide at his cost and expenses liquid soap/bars and tissue papers at the washing place in the dining hall etc. It shall be the responsibility of the Contractor to employ sufficient staff and to provide cleansing material of first class quality for the cleaning of pantry, kitchen, dining hall and service area. Cleanliness and maintenance of all these areas will be the exclusive responsibility of the Contractor. Any laxity in the cleaning of these areas will attract severe penalties to be decided at the sole discretion of the Centre-1, which will be binding on the contractor.
16. The Contractor shall devote his full attention to the work of purchases, preparation of food and beverages etc. and shall discharge his obligations under the contract most diligently and honestly.
17. The contractor shall remove garbage from kitchen and dining hall etc. daily at his own cost and dump/dispose off at proper place.
18. Stale and/or rejected material (raw or cooked), shall be removed from Staff Training Centre-1, Panchkula, premises immediately by the Contractor.
19. The Contractor shall provide high standard cooking utensils, ceramic, glassware, cutlery, table linen etc. for use of the catering at his own expenses. The table linen will be changed daily and washed & ironed at his expenses. The said items shall be of first class quality and shall be to the full satisfaction of the Staff Training Centre-1, Panchkula, whose decision in this regard shall be final and binding on the Contractor. Standard of cleanliness of kitchen utensils, crockery, glassware, cutlery, etc. shall be of high order & any laxity in this regard will attract severe penalties of an amount to be determined by the Training Head, which shall be binding on the Contractor.



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20. In case of any incident necessitating medical aid to the residents, participants, guests etc. the first aid shall be attended by the contractor and all co-operation be rendered to the concerned resident etc. and matter reported immediately to Principal/Resident Faculty/ Warden/ Senior Manager for necessary medical attention and other statutory formalities.
21. The contractor may be required to submit daily statements/ reports regarding participants check-in check-out /rooms occupancy position/any other related reports with regards to catering service to Centre-1 Authorities.
22. Item-wise daily catering services provided will be entered in a register which will be maintained by the contractor. The contractor may also be required to furnish authenticated statement of item-wise daily catering service provided to the authorized officer of the Centre-1.
23. The contractor shall maintain standard of quality in the catering services comparable to one, rendered in 3-4 star hotels. The Staff Training Centre-1, Panchkula, shall have the right to insist for the service of catering and caretaking again though performed already but not carried out to the satisfaction of the Staff Training Centre-1,Panchkula.
24. Authorized official of the Staff Training Centre-1, Panchkula may test and taste the food to keep a check on the quality of food being prepared and supplied. No charges will be paid to the Contractor in this regard.
25. The Staff Training Centre-1, Panchkula shall have full rights and shall be at liberty to refuse to accept the services of any of the items of the food, beverages etc.
26. The contractor shall ensure to keep and use materials / items etc. of high quality as per Annexure-II and maintain buffer stock of each item of requirement to last at least for 2 weeks. The failure of the contractor to maintain the required quantity of material with high quality will invite penalty of Rs.5000/- (Rupees Five Thousand only) per occasion. Further, all the required materials, items etc. should be stored properly by the contractor in proper high quality containers so that the same are not exposed to any risk, damage etc. due to insects, rats, weather conditions etc.
27. In the event of insufficient/bad quality/non-serving of any eatables agreed upon to be served, Staff Training Centre-1, Panchkula will be within its rights to make suitable deductions from the Contractor's bills, which will be binding on the Contractor.
28. The authorized officer of the Staff Training Centre-1, Panchkula, shall have unrestricted entry into the premises at any time to inspect the up keep of kitchens, dining place, pantry etc. If the authorized officer finds that the upkeep is not of good standard, then a **penalty of up to Rs.5000/- (Rupees Five Thousand only)** per instance shall be imposed on the contractor and the same will be borne by the contractor.
29. In case the contractor or any of his employees fails to fulfill his obligations for any day/part of the day or any number of days to the satisfaction of the Staff Training Centre-1, Panchkula for any reason whatsoever, he shall pay by way of liquidated damages **a sum of Rs.500/- (Rs. Five hundred only) per participant per day/part of the day for the entire number of such days** and the Staff Training Centre-1, Panchkula shall without prejudice to its other rights and remedies shall be entitled to deduct such damages from the money, if any, payable by it to the Contractor. The decision of the Principal of the Staff Training Centre-1, Panchkula in this respect will be final and fully binding on the Contractor.



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30. All questions relating to the performance of the obligations under the contract and to the quality of ingredients (as per Annexure-II) used in preparing the food and beverages and all the disputes and differences which may arise either during or after the contract period or other matters arising out of or relating to the payments to be made in pursuance to the contract shall be decided by the Principal of the Staff Training Centre-1, Panchkula, whose decision shall be final, conclusive and binding on the parties to the Contract.
31. The Contractor shall bear all taxes, rates, charges, levies or claims, whatsoever, as may be imposed by the State/Central Govt. or any local body or authority. The Contractor shall furnish such proof of payment, of compliance or the obligations including registration certificate, clearance certificate etc. as may be required by the Staff Training Centre-1, Panchkula from time to time.
32. The Contractor shall obtain any license(s), permit, consent, sanction etc. as may be required or called for from/by local or any other authorities for doing such work. The Contractor shall comply with all applicable laws, rules and regulations in force. Further, the Contractor shall obtain such permission/license(s) as may be required under the Contract Labour (Regulation and Abolition) Act, 1950, if applicable or under any other Laws relating to his services. The Contractor shall produce the license(s) permission etc. so obtained to the Staff Training Centre-1, Panchkula or furnish copies thereof as and when required by the Staff Training Centre-1, Panchkula. The contractor shall keep and get renewed such license(s), permission etc. from time to time. The Contractor shall be responsible for any contravention of the Local, Municipal, other Laws, Rules, Regulations etc.
33. The contractor shall obtain necessary license(s) as required by the Civil Supply Department and other government authorities. Such license should be valid till the currency of the contract.
34. The contractor shall also maintain all registers as required by the Civil Supply department and obtain such license(s) as required for the storage of different commodities, materials, items etc.
35. All the Rules & Regulations regarding hygiene, health etc. issued by the State, Municipal Corporations, any other authorities shall be strictly adhered to by the Contractor. The contractor also indemnifies the Staff Training Centre-1, Panchkula against any loss or damage on this score.
36. The Contractor shall keep and maintain regular and proper books of accounts supported by vouchers so that the same may be available for inspection by authorized person of the Staff Training Centre1, Panchkula.
37. The Contractor shall engage the services of sufficient number of able, trained, efficient, neat, healthy, honest, well-behaved and trained persons for supervising, cooking, serving and cleaning of kitchen, dining halls and services areas at his cost and expenses. **The Contractor shall deploy a minimum of 3 waiters/ serving personnel (per 50 participants); 3 cooking staff (including 2 cooks and 1 helper); 1 staff for clearing and cleaning of utensils and 1 for cleaning the canteen area; and one Supervisor (a total of minimum 9 employees for catering service).** However, the contractor shall deploy additional one waiter/ serving personnel for every additional group of 15 participants /part thereof. The attendants, waiters, cooks should be properly trained and shall wear smart and neat uniform (pattern to be got approved from the Staff Training Centre-1, Panchkula) with their name badges and photo identity cards. The contractor must engage trained cooks for providing authentic Indian dishes & Chinese/Continental food items. The Contractor will be responsible for the good conduct and performance of their employees/staff and the contractor shall be deemed responsible for all legal and contractual purposes, as the employer of such persons and such persons will not have any claim for



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employment in the Staff Training Centre-1, Panchkula now or at a future date. In any case, the Contractor shall have to engage the services of sufficient number of bearers etc. and one or more supervisors and shall engage minimum 3 employees for catering service. The contractor shall give necessary guidance and directions to his employees to carry out the jobs assigned to them by the contractor and/or the Staff Training Centre-1, Panchkula. The Contractor shall also be responsible for the payment of their wages and /or dues to his employees. All liabilities arising out of violation of local Laws and/or Central Laws shall be responsibility of the contractor. The contractor shall also furnish a detailed duty chart of his employees at the beginning of every month and keep the office informed of any change made in the list from time to time. The duty chart of the month should give the specific names of the employees and their respective duties which they are required to attend/ perform. The Contractor will, on the orders of Training Head, immediately remove from work any person(s)/ employee(s) who in the opinion of the Staff Training Centre-1, Panchkula is/ are unsuitable or incompetent or on account of misconduct and such a person shall not be re-employed or allowed in the work/campus without the written permission of the Training head.

38. The Contractor will ensure that his employees abide by the order of the Training Head/ Warden/Faculty Members or Sr. Manager/ Manager (Admin) of the Staff Training Centre-1, Panchkula for the purpose of discipline etc.
39. The contractor shall appoint Manager(s)/Supervisor(s) of good morale and manners having experience of catering service who shall be available round-the-clock for attending to the services and complaints and requirements of participants, visitors, etc.
40. The Contractor shall provide summer and winter uniforms to his employee / staff, failing which the Staff Training Centre-1, Panchkula may arrange to provide the same after recovering the actual expenses on uniforms from bills payable to the Contractor. The staff of the Contractor shall wear at all times, authenticated photo identity cards.
41. The Contractor shall issue appointment letters to all the persons employed by him in connection with performance of his contract for catering services, and furnish proof by submitting copies of such letters received by the employees as & when demanded by the bank. The appointment letter shall make clear that the concerned employee is the employee of the Contractor only and Punjab National Bank has no obligation or any relationship as to employment or otherwise whatsoever with him.
42. The Contractor's employees will be allowed entry into the premises of the College with the specific permission of the Principal or any Officer authorized in this behalf. The College reserves the right to grant permission or to refuse permission or to withdraw it where it has been granted earlier without assigning any reasons.
43. The Contractor shall ensure that his employees attend to their assigned duties and do not wander or roam about or pose disturbance to the Staff Training Centre-1, Panchkula, its staff, guests or participants.
44. Except the employee/personnel of the contractor who is working in the night shift, no other person deployed by the contractor be allowed to be in the Staff Training Centre-1, Panchkula premises during night or to use the Staff Training Centre-1, Panchkula for their residential purpose.
45. The contractor indemnifies the Staff Training Centre-1, Panchkula against all monetary or other benefits to which his employees/personnel are entitled during the period of employment or in relation to employment under various Labour Laws such as Factory Act 1948, Workmen Compensation Act or other such statute as may be made applicable from time to time. He will also be required to obtain the license(s) as per provisions of Law including contract Labour (Regulation & Abolition) Act 1970, if applicable. Contractor shall be solely responsible and shall fully comply with all the provisions of all the labour laws applicable such as Factories Act, Industrial Dispute Act, Miscellaneous Provisions Act, Minimum Wages



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Act, Payment of Bonus Act, Workmen Compensation Act, and contract labour (Regulation of Employment and conditions of services) Act 1979, Employees State Insurance Act, Employees PF Act etc. and any other Act/Legislations passed from time to time. There shall neither be any privities of contract with employees of the contractor nor an employer - employee relationship between the Staff Training Centre-1, Panchkula and the contractor.

46. The contractor shall be responsible for the proper behaviour of all his staff (supervisory and workmen) and others and shall exercise a degree of control over them and in particular without prejudice to the said generality the contractor shall be bound to prohibit and prevent any employee (supervisory and workmen) from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupier of lands or Properties in the neighborhood and in the event of such employees trespassing, the contractor shall be responsible for consequent claims or action for damages or injury or any other ground whatsoever. The decision of the officer authorized by the Staff Training Centre-1, Panchkula in the matter whatsoever under this clause shall be final and binding on the Contractor.
- The Centre may provide the following facilities: Dining Hall, Kitchen, Pantry, Store room.
  - Reasonable equipment (Deep freezer, Water cooler, geysers, hot case, bottle cooler, storage cupboard, work tables, Service counters/service stations, Dining room furniture, Electrical and plumbing fitting in the kitchen) for use of the Contractor in the Centre.

Whereas Centre would endeavor to provide these facilities, non-provision of some equipments, shall not be a cause for the contractor for providing inefficient and inadequate services. On termination of the contract, if the contractor fails to return the said equipments in good and working condition or fails to return at all, the Centre has the right to get them replaced or repaired at the risk and cost of the contractor and such cost shall be appropriated from the pending bills/security deposit or through other remedial legal measures. Repair, maintenance and upkeep etc. of all the appliances, equipments etc. will be done by the Contractor at his cost.

Canteen contractor will provide all other kitchen equipment required for the smooth functioning of canteen viz. blender, tools, kitchen utensils etc. Such items will be maintained and repaired by the canteen contractor.

- Staff Training Centre-1, Panchkula, will supply water and electrical power free of cost to the contractor for electrical equipment and appliances provided by it. Contractor shall not use other electrical cooking devices for the purpose of catering services without the prior approval of Staff Training Centre-1, Panchkula.
  - The contractor shall pay for the fuel used by him for cooking purposes etc.
  - The contractor will be required to provide Tandoori Roties at no extra cost for lunch and dinner. The running expenses of Tandoor will also be borne by the Contractor.
47. The tube lights, fixtures, bulbs, regulators, sanitary wares, water taps or any other thing will be replaced by the contractor at his cost and expenses if pilferages or damages are caused due to negligence on the part of contractor or its employee or staff. The cleaning staff must be given strict instructions to ensure that no solid waste is allowed to flow into Gutter pipes and cause choking particularly in working place and Kitchen. Standard cleaning materials of high quality must be used regularly and its buffer stock must



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be maintained in his store. Dining hall, place of service etc. should always be neat, clean and fresh and air-fresheners shall be used by the Contractor as per need.

48. The contractor shall not use Staff Training Centre-1, Panchkula, premises for any other activity except the purpose for which it has been provided for.
49. The premises with fittings and fixtures, furniture, equipment etc. provided to the Contractor are the property of Staff Training Centre-1, Panchkula. The contractor shall have no right on any of these and shall place them back at the disposal of the College when demanded. The contractor shall be responsible for the safe custody and proper use and maintenance of all equipment and properties of College, whether movable or immovable. Any damage caused to the equipment or properties shall be made good by the contractor immediately to Staff Training Centre-1, Panchkula without any loss of time, failing which the cost of equipment, properties etc. will be recovered from his bills or from other means as deemed fit by the Staff Training Centre-1, Panchkula . On such recovery, if security deposit gets reduced, the same has to be made good by the contractor. Failure of equipment etc. will not be an excuse for not providing service.
50. Nothing contained in this agreement is intended to be nor shall be construed to be a grant, demise or assignment of premises or any part thereof by Staff Training Centre-1, Panchkula to the Contractor or his employees and the Contractor and his employees shall vacate the same on the termination of the contract period either by efflux of time or otherwise.
51. The contractor will have to maintain permanent records of all materials, equipment etc. supplied to him by Staff Training Centre-1, Panchkula. At the end of each quarter and also at the end of the contract period, the contractor will prepare the list of all items held by him and show them separately in good condition, repairable, irreparable and missing and make them available for the purpose of joint verification by the authorized officer of Staff Training Centre-1, Panchkula and the contractor. Cost of missing or damaged items shall be recovered from the contractor.
52. The contractor shall arrange for physical verification of all articles given as and when required by Staff Training Centre-1,Panchkula.
53. Staff Training Centre-1, Panchkula reserves the right to audit accounts of the contractor and check the stock position of the raw materials and other articles as and when desired.
54. The Contractor shall bear all taxes, rates, charges, levies or claims, whatsoever, as may be imposed by the State/ Central Govt. or any local body or authority. The Contractor shall furnish such proof of payment, of compliance or the obligations including registration certificate, clearance certificate etc. as may be required by the Centre from time to time. **The rates quoted should be exclusive of GST applicable on the services provided by the contractor.**
55. If at any time from the commencement of the contract Staff Training Centre-1, Panchkula for any reason whatsoever does not require the whole or part of the services as specified in the contract, the authorized officer of Staff Training Centre-1, Panchkula shall give a notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from fulfillment of the contract in full but he did not derive in consequence of full contract having not been carried out. Further, the contractor shall not have any claim for compensation by the reason of any alterations having been made in the original contract.



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56. In the event of sudden failure, neglect, dislocation or stoppage of the services by the contractor, the Staff Training Centre-1, Panchkula may get the work done from some other agency or department at the risk and cost of the contractor without prejudice to its rights to enforce performance in respect of the rest of the work. The contractor shall in such event, pay to Staff Training Centre-1, Panchkula the additional cost incurred for having such work done from some other agency.
57. If for any reason, the contractor abandons the services in Staff Training Centre-1, Panchkula without the permission of Staff Training Centre-1, Panchkula, the authorized officer of the Staff Training Centre-1, Panchkula will be at liberty to break open the lock and make inventory of the articles. Such an inventory shall be final and binding on the contractor for all purposes. Staff Training Centre-1, Panchkula will also be at liberty to make alternative arrangements for provision of services in the Staff Training Centre-1, Panchkula at the risk and cost of the contractor.
58. The Contractor shall bear all the costs and expenses in respect of all charges, stamp duties etc. relating to the contract, documents etc. to be signed or executed.
59. The Contractor shall pay a Performance **security deposit of Rs.2,00,000 (Two Lacs Only)** to Staff Training Centre-1, Panchkula within 3 working days of award of letter. Staff Training Centre-1, Panchkula shall be entitled to adjust or appropriate the said security deposit towards loss or damage caused by the Contractor or his employees or the amount of value of shortage or breakage to any premises, equipment, appliances, items etc. entrusted to or caused to other assets of Staff Training Centre-1, Panchkula by the Contractor or his employees or any other liability of the Contractor. The security deposit that may be made with Staff Training Centre-1, Panchkula shall not carry any interest.
60. **The Contractor shall not assign or sub-contract whole or any part of this contract.** In case, the Contractor assigns or sub-contracts this contract or in case the performance of the Contractor is found unsatisfactory or in case of contravention by the contractor of any of the terms & conditions contained herein and Schedules hereto or in case of abrupt stoppage of work by contractor or his employees for any reason, whatsoever or if at any stage, during the period of contract, any case involving moral turpitude is filed in a court of law against the contractor or his personnel, the Staff Training Centre-1, Panchkula shall have the right to terminate the agreement without giving any notice to the Contractor. The Principal of the Staff Training Centre-1, Panchkula shall be the sole authority to decide and judge the quality of service rendered by the Contractor and his decision will be fully binding on the Contractor.
61. The contract shall be for a period of **two years** subject to quarterly review. The agreement may be renewed for one more term of 12 months by the Bank on such terms and conditions as may be mutually agreed upon by the parties.
62. Without prejudice to any other rights that Staff Training Centre-1, Panchkula may have, either under this contract or under law, may terminate the contract by giving 30 days notice in writing to the contractor and in such an event the contractor shall have no claim for any loss or damage against Staff Training Centre-1, Panchkula.
63. The contract can be terminated as provided in clause 62 (without notice) or by efflux of time or earlier by 30 days notice at the option of Staff Training Centre-1, Panchkula as the case may be. The contractor shall also have the option to terminate the contract after giving three months' notice to Staff Training Centre-1, Panchkula.



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64. On termination of contract by Staff Training Centre-1, Panchkula for any reason whatsoever, the Centre-1 shall be entitled to engage the services of any other person, agency or contractor to meet its requirement without the prejudice to its rights including claim for damages against the contractor.
65. Staff Training Centre-1, Panchkula shall have the right to withhold an entire amount from the amounts payable to the Contractor under this contract and/or the security deposit if the Contractor commits breach of any of the terms & conditions of the contract or fails to produce sufficient proof to the satisfaction of Staff Training Centre-1, Panchkula as to payment of all statutory and other dues or compliance with any other obligations under any Act, Law, Legislation etc. relevant in the matter. The contractor shall be bound by the decision of Staff Training Centre-1, Panchkula.
66. The contractor indemnifies the Bank with respect to any claim/expenses/monetary liability arising out of causes attributable to breach of the terms of the contract by the contractor or violation of any law or regulations/rules laid under a law by the contractor or any of its employees.
67. In the event of Covid-19 and/or other unforeseen /pandemic situation or National level issues, directly/indirectly impacting the working at the training Centre, the staff/workers required for carrying out the routine operations of the catering services may be reduced up to a count of 3 workers, by the contractor after obtaining due concurrence of a three member committee headed by the Training Head of the Staff Training Centre.

**Signature of Contractor/Authorized person**



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**APPLICATION FORM FOR TENDERING OF CATERING SERVICES AT STC-1 PANCHKULA CANTEEN**

1.	Name of the Firm	
2.	Full Address with telephone no. & email ID	
3.	Year of Establishment	
4.	Status / Constitution of the Firm	
5.	Name/s of the Directors/ Partners/ Proprietor with telephone no. & email IDs	
6.	Name, address & Telephone / Mobile/ email ID of Contact Person(s)	
7.	Whether registered with the Registrar of Companies/ Registrar of Firms? If so, Mention number and date	
8.	Name and address of Banker(s)	
9.	Enclose solvency certificate (minimum for Rs.4.00 lacs)	
10.	Whether registered for Sales Tax purpose? If so, mention number and date. (Furnish copies of Sales & Tax Clearance Certificate)	
11.	Whether assesses of Income Tax? If so, mention PAN No. (Furnish copies of Income Tax Return for FY 2018-19, 2019- 20& 2020-21)	
12.	Details of GST No (Enclose attested photocopy)	
13.	Furnish copies of Balance Sheet, Income & Expenditure and Profit & Loss Account Statements (Audited, if applicable) for the preceding three years i.e. 2018-19, 2019- 20& 2020-21 OR Credible Evidence in support of the same	
14.	Whether registered in the catering panel of other Organizations/statutory bodies such as Govt. Dept./PSU's/Bank's etc. If so, furnish their names and date of registration (Enclose documentary evidence)	



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15.	Detailed description of and value of catering services rendered to other organizations during last 5 years (Supported by documentary evidence)	
16.	Detailed description and value of catering services rendered for PNB, if any (enclose documentary evidence)	
17.	Specify the maximum Value of catering Service executed/completed in a year with documentary proof	
18.	Experience with Performance Certificates (self-attested)	
19.	EPF (Regd) no. with date (enclose attested copy)	
20.	ESI (Regd)no. with date (enclose attested copy)	
21.	Furnish the names of three responsible persons who will be in a position to certify about the quality as well as performance of your organization	1. 2. 3.
22.	Avg. annual financial turnover during the last 3 years ending 31 <sup>st</sup> March of the previous year (2020-21)	
23.	Power of attorney (if applicable)	

**Note: Wherever copies of any documents are to be furnished, the same should be self-certified/Notary certified.**

I /we certify that all the details furnished above are true and correct to the best of my/our knowledge and belief. I/We understand that in case of furnishing of any false information or suppression of any material information, the bid shall be liable for rejection besides initiation of penal proceedings by the bank, if it deems fit.

**Date:**

Signatures of Authorized signatory

Seal of the firm/Co.



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**PROFORMA – 1**

**DETAILS OF OFFICES WHERE CATERING SERVICES BEING RENDERED**

Sl.	Name and address of client/employer	Short description of work with year	Value (In Rs.Lakh)	Performance Certificate enclosed & its page no.
1.				
2.				
3.				
4.				
5.				
6.				

**Note: Performance Certificate from the Client(s) for each work mentioned above should be enclosed (Application without submission of Performance Certificate from the previous employers is liable to be rejected summarily).**

**Signatures of Authorized Signatory  
Seal of the firm/Co.**





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## **ANNEXURE -A**

### **DRAFT AGREEMENT**

THIS AGREEMENT is executed at Panchkula on this day of \_\_\_\_\_ Between M/S \_\_\_\_\_ having Incorporation / Registration No. \_\_\_\_\_ registered under \_\_\_\_\_ Act and having its office/Regd.Office at \_\_\_\_\_ (herein after called The “Contractor “which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) of the ONE PART and

Punjab National Bank, a body corporate constituted under Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970 having its Head Office at Plot no. 4, Sector 10, Dwarka New Delhi – 110075 and one among many other Staff Training Centre-1 at Panchkula (hereinafter called “The Bank” which expression shall include its successors and assigns) of the OTHER PART.

Whereas the bank had floated RFP No. \_\_\_\_\_ dated inviting tenders from eligible persons, for running its Staff Training Centre-1, Panchkula canteen at C-12, Sector 6, Panchkula - 134109. The contractor had also submitted tender amongst others and the tender submitted by the contractor has been found acceptable to the bank. After discussions, the bank and the contractor have agreed to enter into this agreement on the terms and conditions set out hereunder.

#### **Now, this agreement witnesses as under:-**

1. This agreement shall be in force for a period of Twenty four month’s w.e.f. \_\_\_\_\_/2022 to \_\_\_\_\_/2024. The agreement may be renewed for one more term of 12 months by the bank on such terms and conditions as may be mutually agreed upon by the parties. However, bank can terminate the contract at any time after giving one month’s notice without assigning any reason whatsoever. In case of termination of this agreement for any reasons whatsoever, the bank shall be entitled to engage any other contractor, or make any other arrangement as it may deem fit. In case of abrupt stoppage of service by the contractor, bank will be at liberty to make alternative arrangements at the cost of the contractor.

2. The contractor has agreed to make available to trainee participants, staff & other visitors of the bank various food stuff/articles which have been mutually agreed upon between the bank and the contractor more particularly described in Annexure–I and II, annexed to this agreement on the condition that the bank will pay to the contractor, the amount of the bill/s presented (including all applicable taxes other than GST) during the contract period to meet the cost and profit of the Contractor and expenditure the contractor may have to incur for the running of the canteen efficiently according to the well established procedures and standards to the intent and purpose that the contractor shall have no other right, claim or demand against the bank of any kind except the payment of said billed amount to meet all the contractual obligations undertaken by the contractor by virtue of and in relation to the running of the canteen by the contractor. The



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contractor further agrees that in no case the agreed rate as per Commercial Bid Part-II will be enhanced during the currency of the agreement. The contractor will pay wages to his workers and deposit statutory dues towards his workers from his own sources well in time and will have no right to link it with the payment of unpaid bills by the bank with the said payments/deposits. The contractor will ensure deposit of EPF and ESI contribution of workers on monthly basis. The contractor will submit a copy of ECR Challan for EPF and contribution history for ESIC for the workers deployed in the canteen to the bank on monthly basis.

**3.** The contractor shall obtain license under the Contract Labour (Regulation and Abolition) Act, 1970 (hereinafter referred to as the Contract Labour Act) and all other requisite licenses at his own cost from the appropriate authorities and comply with the terms and conditions of the license(s) and all the relevant and necessary provisions of the Contract Labour Act and the rules framed there under and all such other provisions of law in any enactment or otherwise laid down by any authority from time to time it being otherwise clearly understood and agreed upon that the entire responsibility for compliance thereof shall always be of the contractor. In the event of the bank being held liable in any manner for any default or failure on the part of the contractor, the bank shall always be kept indemnified by the contractor in that behalf. The license should be valid till the currency of the contract.

**4.** It is agreed that the bank shall have the right to retain or refuse to pay the amount as mentioned in clause 2 hereinabove in full or in proportion thereof in the event of the contractor committing any breach or failure to comply with any of terms and conditions of the agreement. The bank shall be the sole judge as to any breach or failure and extent of such breach or failure committed by the contractor and the amount retainable in respect thereof and the decision of the bank in this regard shall be final and binding on the contractor.

**5.** Contractor agrees that he shall not sub-let/sub-contract the benefit of this contract/ the running of canteen under this agreement. If at any point of time any sub-letting/sub-contracting is found, the contract shall be liable to be terminated at the discretion of the bank.

**6.** The contractor shall have to employ the required staff at his own cost and bear all the statutory and other liabilities for running the canteen. The contractor undertakes to pay monthly wages to the workers as per the minimum wages of Govt. orders in the presence of authorized representative of the bank and also pay P.F., Bonus, Gratuity and variable Dearness Allowance under Minimum Wages Act, 1948.

## **7. CONTRACTOR'S RESPONSIBILITY**

Contractor will ensure to provide the following:

- a) Make arrangements for supply of food items/water etc. in the canteen as per the requirement and timing to Participants, staff and other visitors etc. as per the details given in Annexure I and II of the tender.
- b) Proper uniform with cap, gloves and identity cards to all workers/staff of the canteen.
- c) Half Yearly medical check-up of workers.
- d) Police verification of the contractor and workers/staff.
- e) Hygiene and cleanliness of Canteen area.
- f) Deployment of staff/workers for operation and service in staff canteen.
- g) Timely payment of wages to staffs/workers and all statutory dues to the concerned Govt./state



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agency

- h) Discharge obligations as provided under various applicable statutory enactments including the Employees Provident Fund & Miscellaneous Provisions Act, 1952, Employees State Insurance (ESI) Act, 1948 ESI (if applicable at the Place of work – , Haryana, the Contract Labour (Regulation & Abolition) Act, 1970, the Inter-State Migrant workmen (Regulation of employment & conditions of Service) Act, 1979, The Minimum Wages Act, 1948, the Payment of Wages Act, 1948, The Workmen's Compensation Act, 1923 and other relevant Act, Rules and Regulations, instructions etc. issued / enforced from time to time.

**8.** The contractor agrees to comply with all statutory provisions of law and the principles laid down in the industrial adjudication in connection with this agreement. The contractor shall always be liable to maintain all relevant and necessary records, registers etc. in respect thereof and to provide for inspection of the originals as well as the copies thereof as and when required by the bank from time to time.

**9.** The contractor shall employ sufficient number of workers in clean and proper uniforms, to be provided by the contractor as approved by the bank, for due and proper running of the canteen.

**10.** The contractor shall issue identity cards to the workers employed by him for discharging the obligations of running the canteen and shall also arrange for all other facilities for identification of the workers employed by the contractor. Bank shall be entitled to check up the position through security staff and the contractor will allow entry and inspection by them.

**11. Principal to Principal Relationship:** The employees engaged by the contractor shall be deemed to be the employees of contractor only, and the Bank shall not be connected with the employment or the terms and conditions thereof in any way. The contractor alone would comply with the statutory obligations and Labour Regulations/ Rules in this regard. None of the provisions of this Agreement shall be deemed to constitute a partnership between the parties hereto, and neither party shall have authority to bind the other except as specifically provided for hereunder. Neither party hereto is the agent of the other nor there is no master-servant relationship between the parties. The relationship is on principal to principal basis. The contractor shall be responsible for payments of all statutory dues with respect to each of his personnel/employees engaged by him to render service under this Agreement with respect to each applicable Labour law, including, the Minimum Wages Act, 1948, The Payment of Wages Act, 1936, the Payment of Bonus Act, 1965, the Employees' State Insurance Act, 1948, The Payment of Gratuity Act, 1972, The Maternity Benefit Act, 1961, The Employees' Provident Funds and Miscellaneous Provisions Act, 1952, The Contract Labour (Regulation and Abolition) Act, 1970 etc. No dues/contributions under any labour legislations as applicable, remain payable with respect to his personnel/employees. The contractor and its personnel / employees will have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to his personnel/employees under applicable labour legislations.

**12.** The contractor agrees to maintain quality standards and supply eatables of good quality and render quality services. Further, the contractor has been informed by the bank about the various



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other requirements. **Annexure – I and II carries specifications of food & drink items.** The contractor has fully understood the specifications mentioned in Annexure I and II and represented to the bank that he/ she has the capabilities and capacity to run the canteen on the terms and conditions agreed hereunder and on such assurance of the contractor, the bank has entered into this agreement with the contractor accordingly. Total No. of persons to be served is approximately 50. However, bank is not responsible for minimum consumption, if any.

It has been agreed that the bank shall provide the space and furniture for running the canteen, as may be considered necessary and proper by the bank and shall also provide electricity and other appliances as per requirement, duly assessed by bank as well as water for the purpose of the running the canteen Without any charge to the contractor.

**13.** The contractor shall only use crockery (Porcelain) of reputed Companies like: Hindustan Potteries, Bengal Potteries and Hitkari Potteries. Contractor shall have to get the crockery items for the canteen inspected and approved from the Canteen Committee and contractor will be under obligation to put to inspection all his crockery every month before Canteen Committee or to its nominated members and the contractor has to permanently destroy the defective crockery at his own cost. Contractor shall have no claim for the crockery found defective and destroyed under this clause.

**14.** The contractor undertakes to use only Commercial LPG connection in the canteen at its own cost.

**15.** The contractor undertakes to display the menu daily and shall neither introduce any other item in the menu without prior approval of the bank nor modify the rates, mutually agreed upon and fixed as in the schedule of rates annexed hereto.

**16.** The contractor shall be responsible for all damages or losses to bank property including furniture and furnishings within the premises and shall be liable to make good any such loss/ damage excepting those due to reasonable use or wear and tear as are caused by storm, earthquake or irresistible force and shall in particular on demand, pay for all panels and glasses broken in the doors and windows of the said premises.

**17.** The contractor shall not bring or cook any type of Non-Vegetarian food item without permission of authorities of STC-1 Panchkula.

**18.** The contractor shall, keep a complaint book at a conspicuous place in the canteen premises in which the complaints may be recorded, which shall be open to inspection by persons duly authorized by the bank and shall be placed before them on the first Saturday of each English calendar month or the following working day, for inspection.

**19.** The contractor undertakes to use Ghee, vegetable oil, refined oil wheat flour, spices for preparation of eatables only of reputed brands as already specified in the list of Indicative brands in Schedule-II. The quality of oil, rice, wheat flour, spices and other raw materials used for eatables etc. will be checked by the Canteen/Catering Committee of the bank. List of indicative make of materials are given in annexure-II.

**20.** Size and weight including quality of various food items should be as approved by the bank.



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**21.** The contractor shall maintain proper hygienic and sanitation standards as laid down by the bank from time to time and shall employ necessary personnel in that behalf. **The contractor will have to make his own arrangements for the cleanliness of the canteen in the kitchen as well as in the canteen hall and utensils used for cooking and serving.**

**22.** The contractor shall observe the timing for providing the canteen facilities subject to the right of the bank to change the said timings as and when required (Service time in the canteen will be from 7.30 AM to 10.30PM).

**23.** It is agreed that the canteen facilities as required to be provided by the contractor are exclusively meant for Trainee participants, Staff members and their guests and visitors only. Contractor shall not provide canteen facilities to any other outsider or who is not the invited trainee participant or a member of the staff of the bank or guest accompanied by member of the staff.

**24.** It is agreed that the bank shall have the right to inspect the canteen and enter the premises of the canteen at any time for checking and ensuring the cleanliness and sanitation standard maintained therein, size and weight including quality of food preparation and for any other purpose as the bank may deem fit and proper and the contractor undertakes to cooperate with the bank in that respect. Staff, at STC-1, Panchkula of bank or any other person authorized for the purpose by Principal STC-1, Panchkula may test and taste the food and drink items free of any charge any time any day to keep check on the quality of food and drinks being supplied. The canteen Committee members are also authorized to test and taste the food and drink items supplied by contractor and contractor will not charge for items taken for this purpose. Further, the contractor clearly understands and agrees that for any loss or damage to any person due to supply of adulterated food or drink items supplied from the canteen, contractor will be solely responsible. If the bank is called upon to pay or incur any expenditure in this connection, the bank shall have the right to be reimbursed by the contractor.

**25.** The contractor agrees that for defective services specified below, bank will have a right to make suitable deductions or such amount as may be decided by the Bank.

- a. Supply of defective or substandard drinking or food items.
- b. Using unapproved crockery or crockery of unhygienic condition.
- c. Insufficient supply of food items.
- d. Insufficient/poor service.

**26. DISMISSAL OF WORKMEN/STAFF**

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

**27.** Contractor agrees that if its services are not found acceptable to the bank or has violated any of the terms and conditions of this agreement, the Bank shall in its own discretion can debar/ black-list the contractor and in such an event, the contractor shall be disqualified for participating in any



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future tenders floated by the Bank for any of its offices and subsidiaries.

## 28. ASSIGNMENT

The contractor shall not assign, in whole or in part, its obligations to perform under the contract.

## 29. PAYMENT TERM

Payment of food items (as per Annexure I & II) ordered for personal consumption by the staff members or any other individual guests etc. shall be borne by the person placing the order at agreed rates. If any item is to be procured from the market, its payment shall be made on actual basis.

## 30. LIMITATION OF LIABILITY

Contractor's aggregate liability under the contract shall be limited to a maximum of the contract value. In the following circumstances limitation of liability shall not apply and the Contractor shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the bank:-

- Breach of the confidentiality provisions
- Liability for an infringement of a third party's IPR and;
- Employment liabilities for Contractor's staff relating to the period of their employment within **contractual period while working with Bank** and;
- Any other liability that cannot be capped or excluded as a matter of applicable law and imposed by the statutory authority/ government bodies/ court tribunals etc.
- Any other breach caused due to the non-performance of the obligations of the Contractor under the Agreement.
- Any Liability arising due to loss or damage caused to any trainee or staff of Bank for reason dues to supply of adulterated or unhygienic food items.
- Any loss or damage due to misconduct / negligence by the employees / staffs of the Contractor.

## 31. NON DISCLOSURE CLAUSE

Contractor to ensure non-disclosure of vital information received from bank to any other party which may be detrimental to banks' interest. The vital information includes any personal information relating to the Trainees, Participants, Officers, Faculty and all other staff or other Contractors whose information may come into the knowledge or possession and also all other Business or Training related information that may come into the knowledge or possession of Contractor or his employees during the course of and owing to the providing of Services under this agreement. Contractor will be liable to the bank for any loss suffered due to non-compliance of the clause.

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



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provided and shall not profit from the same in an unauthorized manner.

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

❖ Contractor shall indemnify Bank against any loss suffered by Bank due to disclosure of confidential information by employee of Contractor.

❖ The obligation contained in this clause shall survive after the termination of this agreement for a period of six years.

❖ Confidentiality of customer information should be maintained even after the contract expires or gets terminated.

❖ Confidentiality and Non-disclosure: Contractor shall not without the consent of Bank make use of any document or information coming in its way while discharging their jobs of bank except for the purpose of performance of this agreement. Contractor will keep all the data, sources and information confidential and will not disclose or release it to any other party. This clause will remain valid even after the termination or expiry of this agreement.

### 32. INDEMNITY CLAUSE

Contractor shall indemnify the bank from any loss caused to bank for non- compliance of any statutory duty by the contractor under any labour law or otherwise.

Contractor assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by the Bank by reasons of any breach of the contractor's obligation under these general conditions or for which the contractor has assumed responsibilities under the contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the contractor or others in connection with the performance of any act covered by the contract. The contractor shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary thereunder to conform and effectuate the purchase contract and to protect the Bank.

### 33. TERMINATION CLAUSE

Bank will have the right to terminate the contract / this agreement after giving one month's advance notice including 15 days curing period to contractor in case of unsatisfactory services, non-capable resources or non-initiation of services within 7 days of signing the contract. Decision of the Bank regarding quality of services will be binding on the Contractor.

The Bank shall have the right to terminate/cancel the contract with the Contractor / this agreement at any time during the contract period, by giving a written notice of 30 days, for any valid reason, including but not limited to the following:

- Excessive delay in execution of order placed by the Bank
- Discrepancies / deviations in the agreed processes and/or products



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- c) Failure of Contractor to complete implementation of services within the time as specified in the RFP document
- d) Violation of terms & conditions stipulated in this RFP.
- e) Change in Bank Policy
- f) Unsatisfactory performance of complete solution
- g) In case of breach of any of the representation and warranties as mentioned in RFP
- h) Supply of items, not as per quantity and quality, defined in the tender.
- i) Repeated complaints regarding poor service/improper behavior etc.
- j) Improper maintenance and cleaning of canteen area including crockery and other service tools.
- k) Non maintenance of dress code.
- l) Any other discrepancy observed by the Bank.

The Bank shall have the option to terminate the Agreement in case of breach of any of the terms and condition as set forth in the Agreement.

Notwithstanding anything contained herein above, the Bank shall have the right to terminate the Agreement without assigning any reason to the Contractor without any consequences

#### **34. SEVERABILITY**

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

#### **35. GOVERNING LAW AND JURISDICTION**

This agreement shall be construed in accordance with the applicable laws of India. The courts at Panchkula shall have exclusive jurisdiction in any proceedings arising out of this agreement.

#### **36. RESOLUTION OF DISPUTES:**

All disputes or differences whatsoever arising between the parties out of or in relation to the contract, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the applicable Indian Laws and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of the Courts at Panchkula. During the arbitration proceedings the contractor shall continue to work under the Contract unless otherwise directed in writing by the bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. The seat of the arbitration shall be Panchkula. Bank shall appoint the sole arbitrator in this regard.

Contractor shall continue work under the contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained. However, during such a contingency, the Bank shall be entitled to make alternative arrangements to tackle the situation in any manner it deems fit, at the cost of the Contractor which may also be adjusted by the Bank from the Security Deposit, being treated as default so that the business of the Bank is not disrupted



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### **37. FORCE MAJEURE**

The Contractor or the Bank shall not be responsible for delays or non- performance of any or all contractual obligations due to any Force Majeure cause which is beyond the control of the Contractor or Bank, as the case may be and which substantially affects the performance of the obligations under the Agreement including:

- a. Acts of God, natural calamities, including but not limited to floods, droughts, earthquakes, epidemics and pandemics (whether natural or man-made);
- b. Acts of any country, domestic or foreign, including but not limited to war, declared or undeclared priorities, quarantines ,embargoes;
- c. Acts of public enemy, accidents and disruptions including but not limited to fires, explosions, breakdowns of essential machinery or equipment;
- d. Transportation delay due to force majeure or accidents;
- e. Riots and civil commotions etc.

Provided that either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

Unless otherwise directed by the Bank in writing, the Contractor shall to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly continue to perform its' obligations under the Agreement as far as possible, and shall seek all means for performance of all the obligations, not prevented by the Force Majeure event.

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

**38.** Contractor agrees that he/they will abide by the terms & conditions accepted by them as per proforma of acceptance of terms & conditions, including "General Information and Other Terms And Conditions" as contained in RFP. Bank may terminate the agreement as per provision of this agreement in case of any violation of any terms and condition as mentioned in RFP, by the contractor and its employees and staff, without incurring any liability on part of them or any other person.

### **39. ENTIRE AGREEMENT**

This Agreement and Annexure-1 attached hereto, constitute the entire agreements between the Parties and supersedes any and all prior or contemporaneous oral and written communications, understandings or agreements relating to the subject matter hereof. However in case there is any conflict in the terms and conditions of the RFP vis-à-vis this Agreement, the specified terms of this Agreement shall prevail.

Any other terms and conditions not mentioned hereinabove but included in the RFP (Annexure-1)



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of the Bank for the appointment, shall form part and parcel of this Agreement.

#### **40. SURVIVAL**

The Parties have expressly agreed that any liabilities or obligations set forth in this agreement by their nature and content are intended to survive the performance hereof, shall so survive despite such completion/expiration or termination of this contract.

#### **41. NOTICES**

Notices as required by the agreement that shall be entered with the successful bidder shall be sent to the addresses as would be mentioned first therein or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgement due on receipt

#### **42. AMENDMENTS**

Any amendment to this agreement shall be made only with the written consent of both the parties

**FOR CONTRACTOR**

**FOR PUNJAB NATIONAL**

**BANK WITNESS:**

1.  
SIGNATURE:  
NAME:  
ADDRESS:

2.  
SIGNATURE:  
NAME :  
ADDRESS :

1.  
SIGNATURE:  
NAME:  
Address:

2.  
SIGNATURE:  
NAME:  
ADDRESS:



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**ANNEXURE –I**

**TENTATIVE MENU TO BE SERVED**

**(The quantity should be sufficient and quality should be standard)**

S. No.	ITEM
1.	<b>BED TEA/COFFEE</b> With option of Milk/Dip/Green/tea/prepared tea/ coffee (to be served in resident's room)
2.	<b>BREAKFAST:</b>  <b>The following shall be mandatory items everyday :</b> i. Bread (brown & white), Boiled Egg/Omlette, Toast with butter (25gms) and Jam/Ketchup ii. Cornflakes/porridge (Dalia 25gms with milk 250gms) iii. Tea & Coffee iv. Fresh fruits in sufficient acceptable quantity and quality. <b>Apart from the above, at least one item from the following list should be available:</b> a. Poha b. Stuffed Paranthas with curd min. 200 gms, pickle, onion etc. c. 6 puris with chana-masala/vegetable/bhaji d. Idli/Vada with sambhar e. Dosa with sambhar f. Utthapam with sambhar
3.	<b>Forenoon Tea/Coffee with Biscuits/ Butter Milk/Fresh Lemon Water</b> Biscuits should be of standard quality (sweet and salted)
4.	<b>LUNCH</b> 1. Soup or Rasam 2. One special dish like Malai Kofta/Navrattan Korma/Paneer etc. 3. One seasonal vegetable, 4. Dal/Chana/Rajma 5. Curd/Bhalley/Raita 6. Rice/ Vegetable Pulao 7. Tawa Chapati/Tandoori Roti/Missi Roti 8. Salad, pickle, papad, chutney etc. 9. Sweet dish/Ice cream/Fruit Salad/Cut fruit(s).
5.	<b>Afternoon Tea/Coffee</b>
6.	<b>Evening Tea/Coffee</b> with snacks i.e. Samosas/ Patties/Pakorras/sandwiches etc. Ketchup/chutney to be provided
7.	<b>DINNER</b> - (Items as in Lunch, but same shall not be repeated.

**Signature of Bidder/Authorized Person**



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 ਪਲਾਟ ਨੰ C-12, ਸੈਕਟਰ-6 , ਪੰਚਕੁਲਾ/ Plot no. C-12, Sector-6, Panchkula  
 ਫੋਨ/Phone 0172-2561723, 2584016, e-mail: pnbrscpk1@pnb.co.in

**ANNEXURE –II**

**LIST OF INDICATIVE / COMPARABLE BRANDS FOR ITEMS ACCEPTABLE**

SR.NO.	ITEM	BRAND*
1.	Milk	Mother Dairy/ Amul/Vita/Verka
2.	Curd	Mother Dairy / Amul/Vita/Verka
3.	Paneer	Mother Dairy / Amul/ Vita/Verka
4.	Biscuits	Britannia/ Parle/ ITC /Sunfeast/Unibic
5.	Bread	Britannia/ Harvest/Bonn/Cremica
6.	Butter	Mother Dairy/ Amul/ Britannia/ Vita/Verka
7.	Jam	Kissan/ Maggi/ Tops
8.	Tomato Sauce/Ketchup	Kissan/ Maggi/ Tops
9.	Chilli Sauce/Ketchup	Kissan/ Maggi/ Tops
10.	Tea/Tea Bags	Taj Mahal/ Tata Tetley/ Twinings
11.	Coffee	Nescafe/ Bru/ Sunrise
12.	Refined Oil (Soya)	Sundrop of ITC/ Sunflower/ Suffola
13.	Mustard Oil	Dhara/P Mark/Hafed/Markfed
14.	Rice	Good quality Basmati rice (Full Grain)
15.	Sugar/Sugar cubes	Mawana / Daurala/ Dhampur
16.	Atta/Maida/Besan	ITC/ Rajdhani/ Aashirwaad/Shakti Bhog
17.	Pulses	Good Quality
18.	Spices	MDH/ Everest / Catch
19.	Fruits/Vegetables	Seasonal fresh good quality
20.	Salad	Seasonal items consisting of green fresh good quality vegetables
21.	Papad	Lijjat
22.	Pickle	Reputed good quality brands/ TOPS/ Mother's Recipe/ Kissan/ Priya
23.	Ice Cream	Mother Dairy/Kwality Walls/Amul / Vadilal Vita/Verka/Lotus
24.	Sweets & snacks	Good quality
25.	Frooti/ColdDrinks/Juice	Reputed good quality brands
26.	Eggs, etc.	Fresh good quality

\* The above brands and/or brands of comparable quality to be used. In case of any objection raised, Contractor must abide by the view taken by the STC Centre authorities.

NOTE: - Edible oil once used for cooking etc. shall not be re-used for cooking.

**Signature of Bidder / Authorized Person**



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**Annexure -III**

**LETTER FROM CONTRACTOR TO BANK**

The Principal  
Punjab National Bank  
Staff Training Centre-1,  
Panchkula-134109

Sir,

Reg: Our bid for Catering Services in STC-1, Panchkula Canteen at Bank's Staff Training Centre-1, Panchkula ,Plot No C-12, Sector 6. Panchkula-134109

We submit our Bid Document herewith. We understand that:

1. You are not bound to accept the lowest or any bid received by you and you may reject all or any bid.
2. If our Bid for the above job is accepted, we undertake to enter into and execute required Agreement in the prescribed form, at our cost, when called upon by the Bank to do so. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
3. If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
4. Contractor means the bidder who is decided and declared so after examination of commercial bids.

DATE: \_\_\_\_\_

PLACE: \_\_\_\_\_

**Signature of Authorized Signatory  
Name of Signatory: Designation:  
Seal of Company**



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फ़ोन/Phone 0172-2561723, 2584016, e-mail: pnbrscpkl@pnb.co.in

**Annexure- IV**

**PRE QUALIFICATION FOR BIDDERS**

Sl. No.	Minimum Qualification Criteria	Compliance (Yes/No)
1.	Average annual financial turnover of the bidder for the past 3 years ended 31.3.2021 must be at least Rs.15.00 lakhs. Balance Sheet & P&L a/c for past 3 FY's ended 31.3.2021 (audited, if applicable ) OR Credible Evidence in support of the same	
2.	Brief detail of current similar project in hand.	
3.	Satisfactory Performance Certificate (on the letter head of service recipient with complete address and telephone no.) in having executed following similar category contract/s during the last 3 years (minimum) ending 31.03.2021 from Govt. institutions/PSU's /Central /State government etc. aggregating Rs. 45.00 Lakh (15 LakhsX3) and at least one of which must be presently running,	
4.	Bidder must possess PAN, EPF, ESI and Service Tax registration number issued by respective IT/EPF/ESI/ Service Tax offices	
5.	Bidder should not have been blacklisted in any organization i.e. the Bank/PSU/any Govt. agency in the recent past. An undertaking in this regard be furnished	

**Please enclose documentary proof for all above criteria. In absence of these, bid will not be considered for further evaluation and no further Correspondence will be entertained.**

**Further, those bidders who have been blacklisted by any organization i.e. Bank/PSU/any Govt. agency shall not be eligible for participating in this tender**

**Signature & seal of Bidder**



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**ANNEXURE V**

**COMPLIANCE STATEMENT**

Compliance	Description	Compliance (Yes/No)	Deviations
Terms and Conditions	We hereby undertake and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may resulting disqualification of the bid).		
Technical Specification*	We certify that the services offered by us for tender conforms to the specifications stipulated by you with the following deviations:		i) ii) iii) iv)

\*(If left blank it will be construed that there is no deviation from the specifications given above)

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

**Signature & Seal of Bidder**



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**Annexure VI**

The Principal  
Staff Training Centre-1,  
Punjab National Bank  
Plot No.C-12, Sector 6  
Panchkula-134109

**Reg: Contract Labour (Regulation & Abolition) Act 1970**

We confirm that we have employed \_\_\_\_\_(number) workmen only and that the Contract Labour (Regulation & Abolition) Act 1970 is not applicable to us.

**Signature of Contractor/Authorized person**



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 ਫ਼ੋਨ/Phone 0172-2561723, 2584016, e-mail: pnbrscpk1@pnb.co.in

**PART - II**

**COMMERCIAL BID**

S. No of the tender \_\_\_\_\_/2022  
 Date of issue \_\_\_\_\_

The Training Head  
 Staff Training Centre-1,  
 Punjab National Bank,  
 Plot No.C-12, Sector 6  
 Panchkula-134109

**Reg: Tender for Catering - Commercial Bid**

Sir,

This has reference to your tender for catering followed by my technical bid. I have read all the terms & conditions as stipulated in the technical & L1 bids and I am ready to execute the stamped agreement as per terms & conditions given in the tender documents. I confirm that I fulfill the eligibility criteria as stipulated by you.

I offer my rates as under:

**Rates Of Meals as Per Details at Annexure I, @ Per Person Per Meal**

S. No.	ITEM	Rate in Rs. (Excl GST)
1	Bed Tea/Coffee	<b>To be submitted online only</b>
2	Breakfast	
3	Forenoon Tea/Coffee with Biscuits	
4	Lunch	
5	Afternoon Tea/Coffee	
6	Evening Tea/Coffee with snacks	
7	Dinner	
	<b>Total Rate</b>	

\* Contractor will be informed by the Centre-1 authorities when these items are required to be served as they may not be served every day.

**We agree to abide by all the terms & conditions of this tender document.**

**Signature of Bidder/Authorized Person**



स्टाफ ट्रेनिंग सेंटर ,पंचकुला- 1/ Staff Training Center, Panchkula-1  
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**BID SECURITY DECLARATION**

Bid Security Declaration on the letter head of the contractor(s) duly signed with the seal of the firm/company to the effect, "The Bank having waived the condition of Earnest Money, I/We hereby solemnly declare that in case my/our bid is accepted by Punjab National Bank for the Catering Services at STC-1 Panchkula and I/We refuse/fail to execute the contract as per the terms and conditions of this Tender document, the Bank shall be entitled to claim an amount of Rs.200000/- (Rupees Two Lakh only) from me/us and/or my/our legal heirs towards compensation for such default on my/our part.

**Signature of Bidder/Authorized Person**



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## Annexure-VII

### Integrity Pact

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

And

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

### Preamble

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

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

### Section 1- Commitments of the Principal

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

a. No employee of the Principal, personally or through family members, will in connectionwith 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/additionalinformation through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

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

(2) If the Principal obtains information on the conduct of any of its employees which is a

criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard,the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinaryactions.

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



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

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

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

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the existing provisions of GFR, 2017, PC Act, 1988 and other Financial Rules/Guidelines etc.



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

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

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

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

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

- (1) In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all the Bidders who do not sign this Pact or violate its provisions.

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

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

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

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under the agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would be provided access to all



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documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/ records/ information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Managing Director and CEO, Punjab National Bank

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

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

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

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

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

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

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

## Section 09- Pact Duration

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



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

## Section 10- Other provisions

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

(For & On behalf of the Principal)  
Seal)

(For & On behalf of Bidder/Contractor)(Office  
(Office Seal)

Place.....

Date.....

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)