

TENDER

FOR

**COMPREHENSIVE ANNUAL MAINTENANCE
CONTRACT OF UNITARY AIR CONDITIONERS AT
PUNJAB NATIONAL BANK, UNITED TOWER
BUILDING, 11 HEMANT BASU SARANI, KOLKATA –
700001 AND BANK'S RESIDENTIAL PREMISES IN
KOLKATA ZONE**

**GAD, 4th Floor, United Tower Building,
Punjab National Bank,
11, Hemant Basu Sarani,
Kolkata – 700001
Ph:- 03322422999
Email:- zokolgad@pnb.co.in**

Comprehensive Annual Maintenance Contract of Unitary Air Conditioners at Punjab National Bank, United Tower Building, 11 Hemant Basu Sarani, Kolkata – 700001 And Bank's Residential Premises in Kolkata Zone

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1. Bid Details

1.	Tender Reference	ZOKOL/ZAC/United Tower/2021/02
2.	Date of commencement of Tender download	06.12.2021 from 1000 hrs
3.	Last date and time of acceptance of queries	13.12.2021 till 1700 hrs
4.	Last date and time downloading tender	20.12.2021 till 1500 hrs
5.	Bid preparation and Hash Submission	20.12.2021 till 1500 hrs
6.	Last Date for Bid Submission and re-encryption	20.12.2021 – 1601 Hrs to 21.12.2021 till 1400 hrs.
7.	EMD & Technical Bid opening	21.12.2021 from 1500 hrs
8.	Cost of Tender Document	₹1,180/- (non-refundable and inclusive of GST @18%) in the form of Demand Draft in favour of Punjab National Bank.
9.	Earnest Money Deposit Amount	NIL, Bidder to sign the Bid Security declaration form as per format given in tender document
10.	Estimated Cost of Project	₹11.65 Lakhs (INR Eleven Lakh and Sixty-Five Thousand Only) inclusive of GST @18%.
11.	Place of opening of Bids	GAD, 4 th Floor, United Tower Building, Punjab National Bank, 11, Hemant Basu Sarani, Kolkata – 700001
12.	Contact Details	Ashish Kumar, Sr. Manager (Electrical Engineer) GAD, 4 th Floor, United Tower Building, Punjab National Bank, 11, Hemant Basu Sarani, Kolkata – 700001 Email:- zokolgad@pnb.co.in Mob: 0775202729

Bank shall follow the e-procurement process. Complete details of requirements for participation in e-procurement process are available on the Website of Punjab National Bank <https://etender.pnbnet.in/>. **It is mandatory for the bidder to get himself registered on bank's Website for submission of online bids.**

2. Purpose of Tender

Punjab National Bank is having United Tower Building located at 11, Hemant Basu Sarani, Kolkata - 700001. The United Tower Building, which houses Zonal Office: Kolkata and various other Offices, is a 17 storied (G+16) building having built-up area of about 2,56,000 sqft and about 700 Bank's staff/ officials.

Further, the Bank is having and maintaining about 150 Nos. of Residential flats located across Kolkata Zone. Several Flats are provided with Unitary ACs (Hi-wall Split/ Window).

There are about 250 unitary ACs (Window AC/ Hi-wall Split AC) installed in Executives Cabins, Meeting/ Conference Rooms/ Halls, etc. at Zonal Office and its controlled Offices at United Tower Building. Further, Slim-line AC units at 5th floor Canteen/ Board Room, Cassette AC units at 5th floor/ Ground floor/ i-RAM are provided at United Tower and in Residential flats located across Kolkata Zone.

Now, the Bank intends to execute the job of Comprehensive (All-inclusive) Annual Maintenance Contract (AMC) of the Unitary (Hi-wall Split/ Window) ACs through OEM/ reputed/ expertise vendors for seamless operation of the system.

PUNJAB NATIONAL BANK

3. Eligibility Criteria

a. The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described herein. The Bidder should also possess the technical know-how and the financial wherewithal that would be required to execute the scope of work. The Bid must be complete in all respects and should cover the entire scope of work as stipulated in the document. Bidders not meeting the Eligibility Criteria will not be considered for further evaluation and bid submitted by them shall be summarily rejected.

b. The bid is open to OEM/ OEM authorized vendors/ dealers/ contractors proficient in the field of Operation & rendering AMC services of Unitary Air Conditioning System (Hi-wall Split/ Window/ Cassette).

c. This invitation of bids is open to all experienced contractors, reputed firms (proprietary/ partnership/ LLP), company/ organization registered in India under Companies Act, provided they fulfil the minimum eligibility criteria as below. **Consortium/ Joint Ventures and Special Purpose Vehicles** are not eligible for the tender and the bid, if any, submitted by them shall be summarily rejected. The proposal not complying with minimum eligibility criteria, as enumerated below, will be rejected summarily and will not be considered for evaluation of technical bid. The proposal should adhere to following eligibility criteria:

<u>S. No</u>	<u>Minimum Eligibility Criteria</u>	<u>Documents to be Submitted for Proof</u>
1.	The Bidder should be OEM or OEM authorized vendors of chiller plants & dealers/ contractors proficient in the field of Operation & rendering AMC services of Unitary Air Conditioning System (Hi-wall Split/ Window) for a minimum period of 7 years as on 31 st November, 2021 with Central/ State Government Department/ Central Autonomous Body/ Central Public Sector Undertaking/ City Development Authority/ Municipal Corporation of City formed under any Act by Central/ State Government and published in Central/ State Gazette/ Scheduled Commercial Banks or its subsidiaries/ Private organizations (Firm/ Company must be listed in National Stock Exchange/ Bombay Stock Exchange) .	Valid Letter of authorization from OEM for undertaking supply spares/ servicing/ maintenance of chillers, shall be submitted by the bidder. OEM is not required to submit this document.
2.	The bidder should have satisfactorily completed either of following (S. No. i–iii) similar work order during last 7 (Seven) years ending last day of the month of November 2021. i. One similar completed work of minimum ₹9.32 Lakhs in one year (equal to 80% of Tender estimated cost)	Work order copies along with the completion certificates from the client to be submitted in 7-year experience. In case the similar work/s is of private nature other than Central/ State Government/ Central Autonomous Body/

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	<p style="text-align: center;">OR</p> <p>ii. Two similar completed works of minimum ₹5.825 Lakhs in one year (equal to 50%.of Tender estimated cost)</p> <p style="text-align: center;">OR</p> <p>iii. Three similar completed works of minimum ₹4.66 Lakhs in one year (equal to 40% of Tender estimated cost)</p> <p><u>Definition of Similar Work for above:</u> Operation and Comprehensive Maintenance Contract work of Air Conditioning System under single agreement for one year. Cumulative works executed under rate contract shall not be treated as one work. Components of work executed other than those included in definition of similar shall be deducted while calculating cost of similar work. Bidder shall submit abstract of cost of work in support of this. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple interest of 7% per annum, calculated from the date of completion to the last date of receipt of application for tender.</p>	<p>Central Public Sector undertaking/ City Development Authority/ Municipal Corporation of city, they shall be required to submit T.D.S. certificates/ Bank Account Statement for such works issued by respective Clients.</p>
3.	The applicant should be an assessee of Income Tax and must possess GST No.	Copy of the latest income tax return, PAN, GST Registration Certificate.
4.	The minimum average annual turnover of Bidder for the last three financial years i.e. 2018-19, 2019-20, 2020-2021** must not be less than ₹3,49,500/-. Bidder has to upload audited Balance sheet and Profit & Loss statement details for these financial years.	1) Audited Balance Sheet and P & L Account for the three years mentioned. 2) Certificate from Chartered Accountant certifying the turnover of last three financial years i.e. 2018-19, 2019-20, 2020-2021**.
5.	The Bidders desirous of quoting should have a permanent office in Kolkata Zone	Copy of address proof for office in Kolkata Zone
6.	The bidder should not have been black-listed/ barred by any Public Sector Bank, RBI or IBA or any other Government/ PSU agencies.	An undertaking on Non-judicial stamp Paper of ₹100/- in this regard is to be submitted to Bank by Bidder.

d. In case of OEM of Unitary Air Conditioning System (Hi-wall Split/ Window/ Cassette), the criteria mentioned in S. No. 1 & 2 are not mandatory.

** In case, the company/ bidder does not have the audited Balance Sheet for period ending March 2021, provisional balance sheet certified by their Statutory Auditors will be acceptable.

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Note: The bidder must submit the Compliance Statement failing which the bids may not be taken for further evaluation.

e. Proposal of vendor who do not fulfil the above criteria or who fail to submit documentary evidence thereon would be rejected.

f. The Bidder has to upload scanned and legible copies of all the supporting documents in respect of Eligibility criteria on e-procurement Website of the bank i.e. <https://etender.pnbnet.in/> for its scrutiny.

g. The Bank reserves the right to independently verify the authenticity of the documents submitted/ claims made by the bidder, and may also ask for presenting the original copy of the submitted document(s). Further, on such verification, if it is found that the bidder has made false claims, submitted forged documents, etc., the bid shall be liable for outright rejection, notwithstanding other rights available under the tendered Terms and Conditions for taking actions against the bidder, as deemed fit by the Bank.

h. The Bank reserves the right to seek for any additional information and also reserves the right to reject or accept the bid of a bidder, if in the opinion of Bank, the qualification data is incomplete or the bidder is found not qualified to satisfactorily execute the requirements of the project and no communication shall be entertained in this regard in future.

i. Bidder must submit documentary evidence in respect of all above mentioned criteria while submitting the proposal. Proposal of bidder who do not fulfil the above criteria or who fail to submit documentary evidence thereon would be rejected.

j. Bidder has to upload scanned and legible copies of all supporting documents on Bank's e-procurement website https://etender.pnbnet.in for its scrutiny.

k. To become eligible for submission/ uploading, the bidder shall have to furnish an affidavit (on stamp paper of ₹100/- Non-judicial stamp paper) as under:

"I hereby certify that the firm has not been blacklisted by any central / state Govt. / Public undertaking / institute on any account during last 3 years.

I also certify that the above information is true and correct and in any case, at any stage of contract if it is found that any details provided above is incorrect the executed contract with our firm & any other contract given to the above firm may be summarily terminated and bank will take any necessary legal action in this regard the firm blacklisted."

"I/ We undertake and confirm that eligible similar work(s) has/ have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of the Bank, then I/ we shall be debarred for bidding in PNB in future forever. Also, if such violation comes to the notice of the Bank before date of start of work, the Bank shall be at liberty to forfeit the entire amount of Earnest Money Deposit/ Performance Guarantee."

4. Notice Inviting Tender

Online tenders are invited on behalf of Punjab National Bank from experienced contractors, reputed firms (proprietary/ partnership/ LLP) or a company/ registered in India under Companies Act, who fulfil the eligibility criteria mentioned in the tender documents for **Comprehensive Annual Maintenance Contract of Unitary Air Conditioners at Punjab National Bank, United Tower Building, 11 Hemant Basu Sarani, Kolkata – 700001 And Bank's Residential Premises in Kolkata Zone** against Payment of ₹1,180/- (non-refundable towards cost of tender, ₹1,000/- plus ₹180/- GST @ 18%) in favour of Punjab National Bank payable at Kolkata and Earnest Money Deposit (EMD) shall be in the form BID SECURING DECLARATION FORM-D in two envelope system containing (1) Technical Bid (2) Commercial bid. **MSME bidders are exempt from submitting Tender Fee/ Cost in accordance with Govt. of India guidelines on the subject. However, such bidders must submit proof of being registered as MSME with Govt of India. Such registration must have been obtained prior to floating of Tender/ Bid Document. Such registration must have been obtained prior to floating of RFP i.e** Where Tender Fee/ EMD/ Bid Securing Declaration Form is not enclosed, attested copy of the Registration document by the bidder indicating Registration as MSME must be enclosed. In case of signature by authorized signatory, Board Resolution indicating authorization of such person must be enclosed. The bid is invited in two envelope system containing (1) Technical Bid and tender cost fees and EMD/ BID SECURING DECLARATION FORM-D (2) Commercial bid. Tender purchase fee of ₹1,180/- (non-refundable towards cost of tender and i/c GST @ 18%) is to be submitted in form of demand draft in a separate envelope along with technical bid. **Commercial bid shall be submitted online.**

a. The 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.

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

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

d. All the bidders are required to submit Demand Draft in favour of Punjab National Bank, Kolkata of ₹1180/- towards the cost of tender document in favour of Punjab National Bank payable at Kolkata and Earnest Money Deposit (EMD) shall be in the form BID SECURING DECLARATION FORM-D by 21.12.2021 till 1200 Hrs, failing which, the bids shall be summarily rejected.

e. Bidders may submit their queries regarding any technical clarification before 13.12.2021 up to 1700 Hrs. No queries shall be entertained after last date fixed for acceptance of queries.

f. Standardized documents may be downloaded from the "Corrigendum/ Addendums" section of the above mentioned portal up to 1600 Hrs on 15.12.2021

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after clarification on queries. No deviation on the above will be entertained by the Bank there after.

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

h. The bidders need to upload the Technical bids online also at the website <https://etender.pnbnet.in/login>. In case of variation between the soft copy and hard copy of the bids received, hard copy shall be taken as final. In case any of the documents (Tender fees, Bid Securing Declaration Form, MSME Regn letter) are not found, the Technical bid (Envelop B) shall not be opened and the bid shall be rejected as ineligible

i. Price bid of only those bidders shall be opened who bring their tender in line with requirements of tender documents and are acceptable to the Bank and the bidder who do not submit the tender fee in the form of Bank draft, their tenders will be summarily rejected.

j. First Tender fees/ Bid Securing Declaration Form/ MSME Regn letter Envelope will be opened, and if the hard copy of the same is received on time i.e. up to 1200 Hrs on 21.12.2021, only then technical bid will be opened online.

k. Hard copy i.e. the Demand Draft in favour of Punjab National Bank, Kolkata for an amount of ₹1180/- towards tender fee and Bid Securing Declaration Form are to be submitted physically by the bidder in the office of the Chief Manager, (GAD), Zonal Office, Punjab National Bank, 4th floor, PNB United Tower, 11, Hemanta Basu Sarani, B.B.D. Bagh, Kolkata, 700001 on or before 1200 Hrs on 21.12.2021.

l. The price bid of technically eligible bidder who meets the eligibility criteria stipulated in tender documents will be opened online in the presence of participated or representatives of participated bidders as per the schedule attached. Date for opening of commercial bids will be intimated later.

m. The Tenders shall be valid for a period of not less than 90 days after the date of opening of price bid/commercial bid online.

n. All disputes arising out of or in connection with this agreement shall deem to have arisen in Kolkata and only the courts of Kolkata shall have the jurisdiction to determine the same.

- Last date for downloading the tender document (as per tender schedule).
- Last date for Bid Preparation and Hash Submission (as per tender schedule).
- Last date for submission of bids on line and re-encryption (as per tender schedule).

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

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

S.No.	Name of IEM	E-Mail
1.	Sh. M. Deena Dalayan, (IA & As. Retd.)	dayalan1951@gmail.com
2.	Sh. Raj Kumar Singh, (I.R. S. Retd.)	mrrajksingh@gmail.com

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

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

o. For any further information/ Queries please contact Ashish Kumar, Sr. Manager (Electrical Engg.), Zonal Office GAD, 4th Floor, PNB United Tower, 11, Hemanta Basu Sarani, B.B.D. Bagh, Kolkata, 700001, Mob: 07752020729, e-mail: zokolgad@pnb.co.in

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

q. The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reasons whatsoever.

r. 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>.

s. **Commercial bid shall be submitted online only.** The Bank shall resort to E-Tendering for competitive bidding. For this, the bidders need to register at <https://etender.pnbnet.in/login>. **No physical copy of commercial bid (price bid) shall be submitted by bidder along with tender documents.** If any commercial bid or financial rates are included in the bid documents by any bidder, that bidder shall stand disqualified from the bid process

CHIEF MANAGER

5. Letter Submitting Tender

**Chief Manager
GAD, 4th Floor, United Tower Building,
Punjab National Bank,
11, Hemant Basu Sarani,
Kolkata – 700001**

Reg: Comprehensive Annual Maintenance Contract of Unitary Air Conditioners at Punjab National Bank, United Tower Building, 11 Hemant Basu Sarani, Kolkata – 700001 And Bank's Residential Premises in Kolkata

Dear Sir,

1. Having visited the site and examined the General Conditions of Contract, Special Conditions of Contract, Technical Specifications and Schedule of Quantities for the execution of the above named works, we offer to complete and maintain the whole of the said works in conformity with the said conditions of contract, specifications and schedule of quantities for the sum stated in schedule of quantities of this Tender Document or such other sum as may be ascertained in accordance with the said conditions of contract.
2. We undertake to complete and deliver the whole of the works comprised in the contract within the time stated in the appendix hereto.
3. We have independently considered the amount of liquidated damages shown in the Appendix to form of tender hereto and agree that it represents a fair estimate of the loss likely to be suffered, by you in the event of the works not being completed in time.
4. We agree to abide by this tender for the period of 90 days from opening of Commercial Bid or extension thereof as required by the PNB from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. We confirm that the period and rates as referred in the agreement or general conditions of contract are given or summarized in the appendix hereto, to which we give our consent and agree to abide by the same.
6. We understand that if our tender is accepted, we are to be jointly and severally responsible for the due performance of the contract.
7. We understand that you are not bound to accept the lowest or any tender you may receive and may reject all or any tender, accept or entrust the entire work to the Contractor without assigning any reason or giving any explanation whatsoever.

Dated this day of _____ 2021.

Signature _____ in the capacity of _____ duly authorized to sign tenders for and on behalf of _____ (IN CAPITALS).

Tender submitted on _____ before _____ P.M.

6. LETTER OF TRANSMITTAL

**Chief Manager
GAD, 4th Floor, United Tower Building,
Punjab National Bank,
11, Hemant Basu Sarani,
Kolkata – 700001**

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

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

S No	Name of the Work	Value of Work	Date of Completion	Certificate issued by

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

Enclosures:

Date of submission

SIGNATURE(S) OF APPLICANT(S)

Seal of applicant

7. Appendix to Form of Tender

1.	Period of Contract	One year, but, subject to satisfactory performance of the successful bidder, the contract may be extended for further period of two years (one +one) on same quoted Service charges rate and terms & conditions Bank's discretion.
2.	Date of commencement	Work shall be commenced with full man power within 7 days from the date of award of work/ written orders given by the Bank.
3.	Initial Security Deposit	03% of the accepted value of the tender by means of Performance Bank Guarantee or Non-Interest Bearing FD.
4.	Payment	Payment shall be processed as per conditions mentioned in Clause 21 of GCC.
5.	Defect Liability Period	24 months from the date of Installation/ replacement of Part/s.

8. GENERAL CONDITIONS OF CONTRACT (GCC)

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

1. Interpretation

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

- i. Employer: The term employer shall denote PNB/ Punjab National Bank with the Zonal Office, Punjab National Bank, PNB United Tower, 11, Hemanta Basu Sarani, B.B.D. Bagh, Kolkata, 700001 and any of the PNB's employees or representative authorized to act on their behalf.
- ii. The Bank: The term Bank shall mean Punjab National Bank/ PNB.
- iii. The In-charge: The term means any Staff (temporary or permanent) of the Bank deployed to look after the work.
- iv. Contractor/ Successful Bidder: The term Contractor shall mean, successful bidder M/s ----- (name and address of the Contractor) and his/ their heirs, legal representative assigns and successors.
- v. Site: The site shall mean PNB United Tower, 11, Hemanta Basu Sarani, B.B.D. Bagh, Kolkata, 700001 and Bank's Residential Premises in Kolkata Zone.
- vi. Specifications: The work is to be carried out in accordance with Specifications, the Schedule of Quantities which may be supplied, or any other instruction, which may be given by the PNB during the execution of the work.
- vii. The Successful Bidder shall ask in writing for all clarifications in respect of Specifications and Schedule of Quantities or to additional instructions at least 10 days ahead from the time when it is required for implementations so that the PNB may be able to give decision thereon.
- viii. "The Work" shall mean the work or works to be executed or done under this contract.
- ix. "Act of Insolvency" shall mean any act as defined by Insolvency and Bankruptcy Code, 2016.
- x. "The Schedule of Quantities" shall mean the schedule of quantities as specified and forming part of this contract.
- xi. Order of precedence for any ambiguity in the schedule of quantities, general conditions, special conditions and specifications for the Contractor shall be as per the decision of the PNB and the same will be binding on the Contractor, and shall be read as under in the decreasing order of importance.
 - a. Schedule of Quantities.
 - b. Special Conditions.
 - c. General Conditions.
 - d. Standard (Technical) Specifications of Contract.
 - e. C.P.W. D specifications.
 - f. BEE Specifications/ Guidelines
 - g. Bureau of Indian Standards/ specifications.
 - h. State P.W.D/ General Engineering Practice

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

2. Description of Work

- a. The overall scope of the successful bidder includes complete Comprehensive Annual Maintenance Contract (CAMC) of Unitary Air Conditioner/s (Hi-wall Split/ Window/ Cassette) in the United Tower Building and Bank's residential flats/ premises in Kolkata Zone. List of Equipment and Scope of Work in detail are mentioned in the Section 16 of the tender document. The operation & maintenance of the equipment shall be undertaken as per recommendation of the OEMs.
- b. The work consists of Comprehensive Maintenance Work based on technical specifications furnished by the OEMs/ building/ premises design and requirement. The contractor shall be responsible for its functioning according to the design criteria and its parameters. Notwithstanding the details furnished, any discrepancies shall be brought out in the technical bid highlighting the shortcomings and suggest modifications.
- c. The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works.
- d. The number of AC units to be covered under AMC may increase or decrease during the period of contract and it will be informed by the Bank accordingly.
- e. The descriptions given in the Schedule/ Bill of Quantities shall, unless otherwise stated, be held to include wastage on material, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary and for the full and entire execution and completion as aforesaid in accordance with good engineering practice and recognized principles.
- f. If there are varying or conflicting provisions made in any one or more document(s) forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on contractor.
- g. Any error in description or quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the Contract.
- h. The contractor shall forthwith comply with and duly execute any work comprised in such Employer's instruction, provided always that verbal instructions, directions and explanations given to the contractor's or his representative upon the works by the Employer shall, if involving a variation be confirmed in writing to the contractor/s within 3 days.
- i. No work for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Employer. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the Employer as per prevailing market rates.
- j. Regarding all factory made products, they shall be manufactured as per their respective IS code updated and all test undertaken at factory.
- k. Bidder is advised to visit the site of AC installations before quoting the prices.
- l. Comprehensive AMC of Window, Split & Cassette unit AC's shall include supply of all material spares, replacement of compressor from OEM's (No repaired

compressor will be accepted), Refrigerant gas charging/top up , air filter, electrical parts including PCB cum display, servicing, overhauling, greasing, starting relay, Capacitors, contactor, overload protector, wiring repairs, motor rewinding with bush and shaft, tapes including handling charges, blower motor/outdoor fan motor, remote set repairs, digital scanner, piping insulation and spares of outdoor/indoor units replacement etc., complete in all respects, for ensuring the desired levels of cooling.

3. Facilities to be Provided by the Contractor

3.1 The contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the design parameters, technical specifications, drawings and schedule of quantities. Based on the details furnished in the NIT, the contractors should undertake their own assessment and design the plant and system required. If the contractor finds any discrepancies, it should immediately be brought to the notice of the Bank.

3.2 The tenderer shall take full responsibility for adequacy, suitability and safety of all the design, works and methods of design/ installation.

3.3 The Bank shall on no account be responsible for the expenses incurred by the contractor during the progress of work at site, towards any incidental expenditure like medical amenities to the workers at site, security arrangement etc. The Bank shall not be responsible for the safety of the workers at site either on account of the works executed by the contractor or on account of the works executed by any other agency involved at that time.

3.4 The Employer on no account shall be responsible for storage of materials or loss or pilferage or theft either in respect of the material stored or material already built and paid for by the Bank.

3.5 The contractor shall at all times give access to workers employed by the Bank.

3.6 All tools, equipment and other required facilities for execution of work shall be provided by the contractor.

3.7 Any facilities available at site shall be utilised only with prior permission of the Bank or the in-charge of the site and cannot be taken as granted and for such services and utilities, the Bank is entitled to charge at his discretion.

3.8 Contractor shall provide and maintain all measuring instruments at all time for properly carrying out the work and for the use of the employer including employing skilled attendants and site engineer at site.

3.9 No extra charges shall be paid over and above what has been quoted for any of the above or for similar such services.

3.10 Comprehensive AMC of Window & Split unit AC's shall include supply of all material spares, replacement of compressor from OEM's (No repaired compressor will be accepted), Refrigerant gas charging/top up , air filter, electrical parts including PCB cum display , servicing, overhauling, greasing, starting relay, Capacitors, contactor, overload protector, wiring repairs, motor rewinding with bush and shaft, tapes including handling charges, blower motor/outdoor fan motor, remote set repairs, digital scanner, piping insulation and spares of outdoor/indoor units replacement etc., complete in all respects, for ensuring the desired levels of cooling.

3.11 ITEMS/ SERVICES TO BE PROVIDED BY THE EMPLOYER:

- 3.11.1 Power and water, as required, free of cost for bonafide use.
 - 3.11.2 Any modification/ alternation to the A.C. System to meet future requirement.
 - 3.11.3 Complete replacement of any major equipment like Compressor, Condenser, Cooling Coil.
 - 3.11.4 Spares and Refrigerant as detailed under the Section Part-A and Part-B.
- 3.12 The Bidders shall assess the Cooling load requirement based on the design/ requirement parameter/ recommendations of the Bank, prior to submission of his offer and guarantee above inside condition in all the places.
- 3.13 Complaint / Feedback / Performance report: - The Contractor will maintain all records of the complaints in a Register. The format of the register is enclosed as Annexure 'B'.
- 3.14 The equipment shall be operated and Maintained in such a way that the total down time does not exceed 5% of the total operating days in a year

4. Tools, Storage of Materials, Protective Works and Site Office Requirements

4.1 The contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed in or upon any hoarding, gantry, building structure other than those approved by the Bank. No fixtures or materials to be placed in such a manner that can be considered dangerous to the installation and to the persons working or passing by or visiting the site or occupants.

4.2 Storage of materials: The contractors shall make use of existing facilities with due permission of the Bank for storage of materials at site, but watch & ward arrangements for the safety of materials shall be the responsibility of the contractor.

5. **Period of Contract:** The contract period for the said work is one year. However, the contract may be extended further for a period of One + One year same rate based on the performance of the contractor and same terms & conditions at Bank's discretion. Further, the Contract can be terminated if the service of the contractor is not satisfactory/ any other reason whatsoever by serving 30-day notice by Bank. Notwithstanding anything contained in this tender documents PNB can at any time terminate the contract/ agreement with the successful bidder without assigning any reason if the bidder is neglect or fail to observe and perform all or any of the acts, matters of things by this contract, to be observed and performed by him.

6. The contractor shall forthwith comply with and duly execute all work comprised as per the Bank's or its representative's instructions, provided always that verbal instructions, directions and explanations given to the contractor's or his representative.

7. Notice and Patents of Appropriate Authority and Owners

7.1 The successful bidder shall indemnify the PNB against all claims in respect of patent rights, royalties, and damages to buildings, roads or member of public in course of execution of work and shall defend all actions arising from such claims and shall keep the PNB saved harmless and indemnified in all respects from such actions, costs and expenses.

7.2 The contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the regulations and bye-laws of any authorities, and or other Companies (Indian or International), and/ or Statutory Authorities, with whose system and design or technical knowhow are/ were proposed to have connection with this work. Also the contractor shall, before making any variations from the drawings or specification that may be associated to so conform, give the Employer written notices specifying the variations proposed to be made and the reasons for making them and apply for instruction thereon. The Employer on receipt of such intimation shall give a decision within a reasonable time.

7.3 The contractor shall arrange to give all notices required for by the said Acts, regulations or Bye-laws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer.

7.4 The contractor shall indemnify the Employer against all claims in respect of patent rights, royalties, damages to buildings, roads or members of public in course of execution of work and shall defend all actions arising from such claims and shall keep the Employer aloof and indemnified in all respects from such actions, cost and expenses.

8. **Clearing Site and Setting out Works:** The site of work shown shall be cleared of all obstructions, waste materials, and rubbish of all kinds. All material damages on the place of work on the walls, ceiling or flooring or any other connected equipment, materials or installations shall be re-done to maintain the originality and levelled at the contractor's own cost.

9. **Disposal of Dangerous/ Waste Materials:** All waste materials and other matters of any offensive nature shall be taken out once the works are completed. The contractor shall keep the works free from dangerous materials like industrial gases, welding machines and any such devices or material of toxic and poisonous nature shall not carry within the site or building any material that are explosive in nature. Any such offensive materials which are essentially required in course of work shall be undertaken with due written permission of the Bank provided such materials are permissible under Law.

10. **Access:** Any authorized representatives of the Bank shall have to be provided free access to the works and/ or to the workshops, factories or other places where materials or equipment are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the contractor shall extend necessary facilities to the Bank or their representatives for inspection, examination & testing of the quality & workmanship of the materials.

11. **Materials, Workmanship, Samples and Testing of Materials**

11.1 All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workmanlike manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to

time be given by the Employer during the execution of the work, and to his entire satisfaction.

11.2 If required by the Bank the contractor shall have to carry out tests on materials and workmanship in approved material testing laboratories or as prescribed by the Employer at his own cost to prove that the materials etc. under test conform to relevant Bureau of Indian Standards and/ or as specified in the specifications. The necessary charges for sample material, transporting, testing etc. shall have to be borne by the contractor.

11.3 All material must be the best of their kind available and the contractors must be entirely responsible for the proper and efficient carrying out of the work. Samples of all the materials to be used must be submitted to the Bank when so directed by the Bank.

11.4 Should the work be suspended by any reason, the contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damages arising from any of these causes.

12. **Removal of Improper Work:** In case the contractor refuses to comply with the order the Bank shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental hereto as certified by the Bank shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate that may be given by the employer, shall relieve the contractor from his liability in respect of unsound work or bad materials or design.

13. **Contractor's Employees** The contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the work and shall participate during site meetings and be available to take and comply with instructions of the Bank.

14. **No Child Labour** No labour below the age of eighteen years shall be employed on the work. In case of electrical works, the labour employed by the tenderer or their sub- contractor should be authorized person as permitted by the Chief Electrical Inspectorate office of the respective State Government. The Employer shall not be responsible for any deviation and the tenderers shall indemnify the Bank from any legal action or in any way directly or indirectly.

15. **Safety and Labour Laws**

15.1 All safety and labour laws enforced by statutory agencies as well as by PNB shall be applicable in the performance of this Contract, and the Service Provider shall abide by these laws.

15.2 Service Provider shall take all measures which are necessary and/or proper to protect the personnel, work and facilities, and shall observe all reasonable safety rules and instructions.

15.3 Service Provider shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

15.4 The Service Provider shall apply, within 7 days from the date of award of the contract, to appropriate Labour Authority for Labour License to provide the services and shall submit the copy of the Labour Licenses along with the first bill.

15.5 The Service Provider shall not engage/employ persons below the age of 18 years and not above 45 years of age.

15.6 It shall be the duty of the party/ bidder to acquaint his staff with all safety regulations as proposed by any statutory authorities.

15.7 The contractor shall indemnify the Bank against any violation of safety laws, rules and regulations while carrying out maintenance as required by the contract.

15.8 All liabilities, owing to injury/ death due to negligence or miscommunication or during discharging regular work of the staff of the party/ bidder, will be to the party/ bidder and what so ever the work, in any case Bank will not be responsible for any liabilities of injury/death etc. It's the duty of party/ bidder to guide the staff regarding safety measures.

15.9 All staff of the party while working on Air Conditioners & Electric infrastructure should use adequate safety/ protection equipment such as Electrical safety gloves, Rubber shoes, Insulated cutting Pliers & screw drivers and Insulated line tester.

15.10 The workmen shall execute the work as per IS code of practice of relevant equipment and follow the IE rules 1956. The party/ bidders staff has to follow the safety & procedures & practices in electrical works as per IS 5216 part 1 and 2. The contract shall take all precautions to avoid accident and causes of accident. He must be careful regarding safety during working of his staff in the premises.

15.11 Safety precautions of portable electrical appliances: Precaution in handling portable electrical appliances are more significant under monsoon conditions, some likely situations are highlighted here for your attention and action to ensure that conditions and methods of usage conform to the safety of personnel and property.

15.12 Broken sockets/ pin plug/ loose connections: These conditions cause sparks which lead to fault conditions or electrical shock situations. Wires shall not be directly inserted into the sockets as the earth lead of the equipment inserted into the phase socket may give shock to the operator.

15.13 Polarity of phase/ neutral and earth: certain appliances may give violent electrical shock during work if polarity conditions are not satisfied.

15.14 Joints in flexible cables: Usage of portable appliances is such that electrical and physical integrity of joint may be suddenly affected, leading to severe sparking and fire if combustible/ inflammable materials are present near the joint. Perhaps this may not be noticed by operator at all.

15.15 Appliance body grounding and system grounding: In absence of or ineffective appliance body grounding, operator may receive severe shock in case of phase to earth fault during usage. And also, all earth pins in sockets must have low impedance and mechanically firm earthing according to Indian Electricity Rule so that safety is assured to operator even under fault conditions.

16. Compliance of Labour Regulations

16.1 The Tenderer shall at his own expense arrange for all the safety provisions for the safety of all workers and employees directly or indirectly employed on the work by the tenderer or his sub-contractors.

16.2 The Tenderer shall be fully responsible for compliance at his own expense all the labour regulations and rules to be observed by him and his sub-contractors and by the Employer as Principal Employer of workers. The Tenderer shall fully indemnify the Employer against any action by the state and/ or **Central Government** for any default or alleged default by the Tenderer, Sub-contractor or Employer of any of such rules and regulations. If, due to any default of the tenderer or his sub-contractors, the Employer has to incur any expenditure for compliance of the rules and regulations or for any other reason connected with such default, the Employer shall be entitled to recover from the tenderer all such expenditure in full from any payment due to the tenderer.

17. **Dismissal of Workmen** The contractor shall on request of the Employer immediately dismiss or take off from the works, any person employed thereon by him, who may in the opinion of the employer, be unsuitable or incompetent or who may misconduct himself. Such discharge shall not be the basis of any claim for compensation or damages against the Employer or any of their officers or employee.

18. **Assignment** The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor, change in constitution and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

19. Damage to Persons, Workmen and Property

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

19.2 The Bidder shall indemnify the PNB and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damage consequent upon such claim.

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

20. **Accounts Receipts & Vouchers** The contractor shall, upon the request of the Employer furnish them with all the invoices, accounts, receipts and other vouchers that they may require in connection with the works under this contract. If the contractor shall use materials less than what is required under the contract, the

value of the difference in the quantity of the materials that was required to use and that actually used shall be deducted from his dues. The decision of the Employer shall be final and binding on the contractor as to the amount of materials the contractor is required to use for any work under this contract.

21. Payment Terms

The following terms of payment shall be applicable -

- a. No advance will be paid.
- b. Payment will be made on quarterly basis.
- c. No escalation of price for services will be entertained later in any case. Payment will be done as quoted by party.
- d. Faulty material replacement which is not covered in AMC, installation and shifting charges of Air Conditioners including cost of accessories and cost of purchased Air Conditioners and its Voltage stabilizers' invoices has to be raised separately.
- e. The Contractor shall submit bills on quarterly basis along with performance of all Air Conditioners installed in Bank Building and Bank's flats duly signed by contractor and bill will be paid within 15 days after receipt of Bill.
- f. Statutory deduction as applicable will be deducted at source from the contractor's bill and will be deposited with concerned deptt. as per rules.
- g. The Contractor shall submit bills on quarterly basis along with copy of service report and complaints report attended and rectified during billing period.

Note: All payments shall be made after tax deduction at source as per IT notification within 15 days from the date of submission of original invoice subject to executing the satisfactory work and submission of the following documents.

- i. Original Invoice
- ii. Submission of the following certificate:
 - aa. We are maintaining proper records w.r.t. payment of wages and statutory dues to all our employees and the same are being paid.
 - ab. That we have paid the minimum wages to all the workers employed by us as per the wages announced by Government of India vide their latest notification. Copy of salary receipt enclosed.
 - ac. We have paid/ deposited all the statutory dues i.e. PF and ESI of our employees deputed at Punjab National Bank, United Tower Building, 11 Hemant Basu Sarani, Kolkata – 700001. The copy of challan for the month of _____ is enclosed herewith.
 - ad. The GST collected from during the month of _____ has been deposited in Govt. Account on _____. The copy of challan is enclosed.
 - ae. We as a contractor is following all the statutory rules and provisions as required by law/s and indemnify you, (the Bank) against all the consequences arising out of this payment.

22. Escalation: The rate quoted shall be firm throughout the tenure of the contract i.e. for one year. The Bank, at its discretion, may extend for further period of one year on same rate and terms & conditions subject to satisfactory performance of the bidder/ Bank's requirement. However, work and will not be subject to any fluctuation due to increase in cost of materials, labour, GST, etc. unless specifically provided in these documents during the period of contract.

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

24. **Visit of Site**

Intending Bidder shall visit the site to understand the scope of work involving for executing the work in the Bank's premises and make self thoroughly acquainted with the local site conditions, orientation & functioning of equipment/ systems, nature and requirements of the works, facilities of transport conditions, effective labour and materials, accesses and storage for materials. The successful Bidder will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site conditions.

25. **Tenders**

25.1 The e-tender should be submitted by bidder duly priced and also digitally signed. The Schedule of Quantities shall be filled in as follows:

- a. CAMC charges in INR (₹) for All-inclusive maintenance of Unitary ACs.
- b. The cost of spares and repair work indicated against respective items in Annexure – II and shall remain firm for entire duration of contract.
- c. The PNB reserves the right to reject the lowest or any tender.
- d. The language for tender shall be ENGLISH and the total amount tendered should be written in the same language only.

25.2 The Bank reserves the right to accept the tender in full or in part and the bidder shall have no claim for revision of rate or other conditions if his tender is accepted in parts. Any error on the part of the bidder while quoting the rates will not be accepted as an excuse for refusal to execute the order for any or all items, if order is placed on the basis of the quoted rates. For refusal of the order, the E.M.D. of the bidder will be forfeited.

25.3. The bidder shall note that his tender shall remain open for consideration for a period of 90 days from the date of opening of the tender (Commercial Bid).

25.4 **Agreement** The successful contractor shall be required to sign agreement and shall pay for all stamps and legal expenses, incidental thereto.

25.5 **Amendment of Bidding Documents by the Bank:** At any time prior to the last Date and Time for submission of bids, the Bank may, without assigning any reason whatsoever, modify the Bidding Documents through amendments at the sole discretion of the Bank. All amendments shall be uploaded on the Bank's websites (www.pnbindia.in and <https://etender.pnbnet.in/login>) and shall be binding on all Bidders. In order to provide prospective Bidders a reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids.

25.6 **Modification and Withdrawal of Bid by the bidder**

25.6.1 Modification of the submitted bid shall be allowed on-line and the bidder may modify and resubmit the bid on-line only before the deadline of Bid Hash Preparation. For modification of e-bid, bidder has to rework and upload/ resubmit

digitally signed modified bid on bank's e-tendering portal i.e. <https://etender.pnbnet.in/login>.

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

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

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

25.6.5 If the request of withdrawal is received after informing the date for opening of commercial bid, the EMD submitted by bidder will be forfeited and bidder will be debarred for 1 year from participating in tenders in PNB. The commercial bid of all technically qualified bidders including this bidder (if found technically eligible) will be opened and action will follow as under:

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

25.7 **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 will be final and without prejudice and will be binding on all parties.

25.8 **Clarifications of Bids:** To assist in the examination, evaluation and comparison of bids the Bank may, at its discretion, ask the bidder for clarification. The response should be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

25.9 **Security Deposit**

25.9.1 The successful bidder/ contractor shall submit Bank Guarantee/ Non-Interest Bearing FD towards security deposit, amounting to 03% of awarded work value covering the entire period of the contract. The deposit/ PBG is to be renewed from time to time and the Bank shall have the authority to forfeit the amount deposited in case of failure of the Contractor to observe the terms and conditions of the Agreement and also appropriate the deposit towards any damages that may be caused by negligence of the Contractor and/ or its personnel deployed for the performance of the contract. The Bank is not liable to pay any interest on Performance Security Deposit. The decision of the Bank will be final in this regard. The PBG (from a Scheduled Commercial Bank other than PNB) will have to be made by the Contractor to the Bank within 03 days of acceptance of award/ Acceptance Letter.

26. Government and Local Rules

The Contractor shall confirm to the provisions of all local Bye-laws and acts relating to the work and to the regulations etc. of the Government and local authorities and of any company with whose purview the work proposed to be governed. The Contractor shall give all notices required by said act, rules, regulations and Bye- laws etc. and pay all fees payable to such authorities for execution of the work involved. The cost if any shall be deemed to have been included in his quoted rates, taking into account all liabilities etc. He shall indemnify the PNB against such liabilities and shall defend all actions arising from such claims or liabilities.

27. Taxes and Duties. The bidders must quote their tender prices excluding the prevailing rate of GST or any other cess or local charges, as may be applicable (at present or in future). **GST shall be paid extra as per applicable rates as per Govt Guidelines.** However, tax shall be deducted at source at the specific rate of Central Government regulations and guidelines respectively, if applicable. The certificate in respect of TDS shall be issued by the Bank as per rule. Any variation in taxes and duties and/ or imposing any new taxes and duties during currency of contractor extended period, i.e. only the difference in tax, shall be borne by the Bank. No claim whatsoever on this account shall be entertained. The rates quoted by bidder shall be valid for one year from the date of start of work.

28. Other Persons Engaged by the PNB

The PNB reserves the right to execute any part of the work included in this contract or any work which is not included in this contract by other agency or persons and Contractor shall allow all reasonable facilities.

29. Disputes and Arbitration

- a. All disputes or differences, whatsoever, arising between the parties out of or in relation to the terms and conditions, meaning and operation or effect of this Tender/ Agreement or breach thereof shall be settled amicably.
- b. In case they are not able to settle the disputes or differences between them amicably, the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes and the same shall be settled by arbitration in accordance with the Indian Laws relating to arbitration, i.e. in accordance with the provision of the Indian Arbitration and Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties.
- c. In the event of absence of consensus about a single arbitrator, the dispute may be referred to three arbitrators, one to be nominated by each party and the said arbitrators shall appoint the third presiding arbitrator before commencing the arbitration proceedings.
- d. The venue of arbitration shall be at Kolkata.
- e. All arbitration proceeding shall be conducted in English and a daily English record of such proceeding shall be maintained.
- f. Any appeal against the arbitration award will be subject to the jurisdiction of courts at Kolkata only.
- g. Successful Bidder shall continue to work under the Contract during the arbitration proceedings unless otherwise directed in writing by the PNB, unless the matter is such that the works/ services cannot possibly be continued until the decision of the arbitrator or of the presiding arbitrator, as the case may be, is obtained.

30. Excepted Matters from Arbitration

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

- a. Instruction
- b. Transactions with local authorities.
- c. Proof of quality of materials.
- d. Assigning or under letting of the contract
- e. Causes of delay on the part of the successful bidder and justifying extension of time.
- f. Notice to the successful bidder to the effect that he is not proceeding with due diligence.
- g. Certificate that the bidder has abandoned the contract.
- h. Notice of the determination of the contract by the PNB.

31. Safety Measures

Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

32. Relationship Between Parties

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

33. Publicity

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

34. Non-Exclusivity

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

35. Other Terms & Conditions

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

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

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

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

36. Penalty Terms:

In case any machine goes out of order, the complaint should be attended within 12 hrs and maximum time for repairing work should be 24 hrs. Beyond the stipulated period a penalty of Rs.200.00 per day shall be imposed and shall be recovered from the bill of subsequent month and maximum up to 50% of the total contract value of particular item will be imposed.

The repair work should be carried out by the company in the premises of installation as per as possible. Only such work, which cannot be executed in the premises of installation, will be allowed to be carried out in the workshop of the company with the prior permission of Bank for which no extra charges like cartage etc. will be paid. The maximum period for repair at workshop shall be of 2 days for flats whereas 3 days for buildings. Beyond the stipulated period a penalty of Rs.500.00 per day shall be imposed and shall be recovered from the bill of subsequent month.

If the Contractor fails to provide servicing of Air Conditioners two times as applicable in a year, two times of AMC charges of particular Air Conditioner will be deducted (in case of failure of single time also).

In the event of un-serviceability of Air Conditioners installed at CGM/ GM residences it's the duty of party/ bidder or parties' expert Mechanic to reach the site at the earliest (Response time of 2 Hrs including travelling time) and should restore the Air Conditioners to normal working conditions, failing to which a penalty will be imposed on the party/ bidder as per penalty clause.

9. INSTRUCTIONS TO BIDDERS

1. Bidding Process (Two Stages)

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

- Technical bid
- Commercial bid

The bidders will have to submit the technical bid in Banks e-procurement system as well as in hard copy and commercial bids in only online form through Bank's e-procurement system.

1.1 Technical Bid

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

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

1.2 Commercial Bid

In the second stage, the Commercial bid of only those bidders, whose technical bids are short listed, will be opened.

2. Submission of Bids

Bidders are required to strictly submit their bids in electronic form using the e-procurement system at <https://etender.pnbnet.in/> the Bank by using their digital certificates of class II and above (both encryption and signing).

All the interested bidders should register themselves in the e procurement system <https://pnbindia.biz> for submitting the bids online, if they have not done earlier.

The Tender document and further corrigendum, if any can also be downloaded from Bank's website www.pnbindia.in; <https://etender.pnbnet.in/>.

Bids received after closing of the bid in the e-procurement system are summarily rejected without any reason. The commercial bid should be submitted online only.

All the technical supporting documents should be submitted manually in a sealed envelope shall be super scribed as "Technical bid for **Comprehensive Annual Maintenance Contract of Unitary Air Conditioners at Punjab National Bank, United Tower Building, 11 Hemant Basu Sarani, Kolkata – 700001 And Bank's Residential Premises in Kolkata Zone**" before the final date & time of bid submission at the following address.

Tender Processing Fee of ₹5,000/- + GST (Rs.5900/-) shall be submitted in a sealed envelope shall be super scribed as "Tender Fee for **Comprehensive Annual**

Maintenance Contract of Unitary Air Conditioners at Punjab National Bank, United Tower Building, 11 Hemant Basu Sarani, Kolkata – 700001 And Bank's Residential Premises in Kolkata Zone” before the final date & time of bid submission at the following address.

**Chief Manager
GAD, 4th Floor, United Tower Building,
Punjab National Bank,
11, Hemant Basu Sarani,
Kolkata – 700001**

At the time of physical submission of bid, bidder has to show acknowledgement e-mail received after completion of the bid submission in proof of having submitted the bid online.

3. Content of Documents to be Submitted

Documents required in Technical Bid Envelope (Sealed Cover):

- i. Letter submitting tender & email copy for bid submission.
- ii. Tender Document & corrigendum if any, duly signed on all pages by the authorized person.
- iii. Work order copies along with the completion certificates from the client.
- iv. Copy of the latest income tax return, PAN, GST Registration Certificate.
- v. Audited Balance Sheet and P & L Account for the three years mentioned.
- vi. Certificate from Chartered Accountant certifying the turnover of last three financial years i.e. 2018-19, 2019-2020, 2020-2021.
- vii. Copy of address proof for office Kolkata Zone.
- viii. An undertaking in respect of not black-listed/ barred by any Public Sector Bank, RBI or IBA or any other Government/ PSU agencies.
- ix. Bidder Information
- x. Acceptance of Compliance Statement
- xi. Bid Earnest Money/ Tender Processing Fee.
- xii. Power of attorney/ Board resolution in favour of authorized person signing the Bid documents.
- xiii. Contact details of service team/ centers, nodal point of contact and escalation matrix.
- xiv. Integrity Pact and Integrity Agreement duly signed.

Note: a) All pages of the bid documents must be signed by authorized person.
b) All pages of the bid documents should be numbered in serial order i.e. 1, 2, 3...
c) Commercial bid to be submitted in e-procurement process only. No hardcopy of the same be enclosed with the supporting documents.

4. Preliminary Examination

Bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information has been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order.

The bid determined as not in order as per the eligibility criteria will be rejected by the Bank. The decision of the Bank is final towards evaluation of the bid documents.

5. Evaluation and Award Criteria

5.1 After opening of the technical bids, all the documents and annexure (except commercial documents/ offer) will be evaluated first by the Bank. First, received bids will be evaluated based on the eligibility criteria. Technical bids of only those bidders satisfying the eligibility criteria will be evaluated.

5.2 Only those bidders satisfying the technical requirements and accepting the terms and conditions of this document shall be short-listed for further steps. PNB will determine to the satisfaction whether the bidder selected, having submitted the best evaluated responsive bid, is qualified to satisfactorily perform the contract. The decision of PNB will be final in this regard.

5.3 The determination will take into account bidder's financial, technical and support capabilities, based on an examination of documentary evidence submitted by bidders in support of eligibility criteria.

5.4 The commercial bids will be opened only if at least two Technical Bids are found suitable. In any case single Commercial Bid shall not be opened.

5.5 The L-1 bidder shall be decided on the basis of total cost of all items quoted in commercial bid.

5.6 The award of contract will be based on evaluation of technical and commercial bids.

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

10. SPECIAL CONDITIONS FOR CONTRACT (SCC)

1. The specification for the entire work shall be in accordance with latest CPWD specifications and latest IS codes. Whenever these codes are silent, the same shall be governed by sound engineering practice and the decision of the Bank in matter of interpretation shall be final and binding on the successful bidder.
2. The contractor will carry out preventive maintenance /checks and operation as per CPWD specifications/ respective standard trade practice and as per details mentioned elsewhere in the tender.
3. The contractor shall arrange to render efficient services outlined above. However, in case he fails to maintain the service to the satisfaction of the Engineer-in-charge and the Bank has made any expenditure to maintain the installations by alternate arrangement, the expenditure thus incurred will be recovered from the contractor, for which decision of Engineer-in-charge shall be final.
4. The A.M.C. shall be taken only for equipment working in all respects. Before entering into A.M.C., representative of the firm shall visit the site and ascertain the proper functioning of equipment and its sub-assemblies.
5. Only bonafide contractor's persons shall be allowed in the premises for carrying out the maintenance work.
6. The contractor shall be responsible for any accident occurring during the period of the maintenance or any other work is being attended by the contractor.
7. The contractor shall be responsible for any damage caused to the equipment/ building during the execution of the maintenance work.
8. In case of any accident during the operation/ maintenance of the equipment leading to injuries/ damages to human being equipment and or loss of life, the contractor shall be fully responsible for settling all claims and indemnify the Department against any claims arising out of such accidents, consequential damages to other systems will however be not recoverable from contractor.
9. Any break-down call or complaint reported to the contractor verbally or in writing shall be attended promptly.
10. All the material used for the comprehensive maintenance for the chiller should be OEM certified material.
11. The tendered rates quoted by the contractor shall be firm and final. Nothing extra will be paid on this account except GST which will be payable extra by the bank.
12. Contractor is liable to provide all necessary electrical precautionary measure to his staff and all the local safety and security regulations shall be observed strictly.
13. All electrical works shall be got carried out through licensed Electrical Contractor having experience of similar work. The work shall be executed as per specifications and strictly in keeping with relevant IS code and rules and regulations of authorities
14. The successful bidder shall be required to maintain the coordination with the Building Electrical Contractor, as required.
15. No old/ dismantled material shall be used by the contractor in the work under any circumstances. Unless otherwise specified or under instruction of the Bank.

16. Any act of indiscipline/ misconduct/ theft/ pilferage on the part of any employee engaged by the successful bidder resulting in any loss to Bank in kind or cash will be viewed seriously and Bank will have the right to claim damages or levy fine and/ or terminate the Contract forthwith, if necessary.
17. The successful bidder shall not assign the contract. He shall not sublet any portion of the contract except OEM/ with the prior written consent of the Bank. No Brokers/ Intermediaries shall be entertained. The Bank reserves the right to Accept or reject any or all offers in full/ part without assigning any reasons whatsoever.
18. The successful bidder shall strictly comply with the provisions of safety code including obtaining necessary insurance cover/ policy to protect Bank's interest on account of loss to any person(s) and the property arising due to faulty installation etc. on the successful bidder's part.
19. The successful bidder shall obtain adequate insurance policy/ policies in respect of his workmen to be engaged for the work towards meeting the liability of compensation arising out of death/ injury/ disablement at work etc.
20. In case of any major defects founds in the system during checking it should be informed to the Engineer-in-charge and defects should be rectified immediately.
21. Any abnormality in electrical installation or major fault should be brought into the notice of Engineer-in-charge.
22. A suitable record for the work done will have to be maintained by the contractor.
23. The monthly report detailing the nature of the service carried out, the defect observed to be supplied to the Engineer-in-charge.
24. Preventive maintenance shall be done as per OEM recommendation.
25. If any AC related equipment added during the contract period, the operation & maintenance of same shall be included in the contract without any escalation cost.

11. ARTICLES OF AGREEMENT

This agreement made on this day of _____, 2021 at **Kolkata, West Bengal**
BETWEEN

Punjab National Bank, a Body Corporate, constituted under the Banking Companies (Acquisition and transfer of undertakings) Act 1970, having its Head Office at Plot No 4, Sector -10, Dwarka, Delhi-110075 (hereinafter called the "Bank", which term shall, wherever the context so permits, mean and include its successors and assigns) of the First Part;

AND

M/s _____, having its Office at _____
(hereinafter called the "Contractor", which term shall, wherever the context so permits, mean and include its successors and permitted assigns) of the Second Part.
Whereas,

The Bank vide its letter dated _____ has entrusted to the Contractor the **"Comprehensive Annual Maintenance Contract of Unitary Air Conditioners at Punjab National Bank, United Tower Building, 11 Hemant Basu Sarani, Kolkata – 700001 And Bank's Residential Premises in Kolkata Zone"** for the period from _____ to _____.

a. The Contractor has agreed to perform the work described herein below in consideration of the charges prescribed herein.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the said conditions of contract hereinafter referred to.
2. The following documents and the terms & conditions contained therein shall form and construe as integral part and parcel of this agreement viz.
 - a. Original tender document (Part 'A' & 'B').
 - b. Award/ Acceptance letter.
 - c. Performance Bank Guarantee.
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities of discrepancies the latest documents issued by the Bank shall prevail over the earlier documents.
4. In consideration of payment to be made by the PNB to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the PNB to perform, execute, complete and maintain the work in conformity in all respects with the provision of the contract.
5. The PNB hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the work such sums as shall become payable hereunder at the time(s) and in the manner prescribed in the said conditions and price schedule of quantities / bill of quantities prescribed in the contract.

Comprehensive Annual Maintenance Contract of Unitary Air Conditioners at Punjab National Bank, United Tower Building, 11 Hemant Basu Sarani, Kolkata – 700001 And Bank's Residential Premises in Kolkata Zone

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

7. All disputes arising out of or in connection with this agreement shall deem to have arisen in Kolkata and only the courts of Kolkata shall have the jurisdiction to determine the same.

SIGNED AND SEALED AND DELIVERED BY THE

Said

Said

(Name)

(Name)

on behalf of the Contractor

on behalf of the PNB

In the presence of

In the presence of

Name:

Name:

Address:

Address:

Note: - This draft form is included in the tender documents only for the information of the bidders. Successful bidder will be required to complete the form in due course.

12. BIDDERS INFORMATION

1. Name
2. Constitution (Proprietorship/ Limited etc.)
3. Address
4. Names & Addresses of the Partners/ Directors if applicable
5. Name of Contact Person(s) with their Mobile Numbers
6. Office Telephone, Fax, e-mail
7. PAN No.
8. GST Details: GSTIN/ ARN –
State Code –
HSN/ SAC Codes –
9. Manpower Employed.

13. BIDDERS FINANCIAL INFORMATION

Name:

Constitution:

Address:

Names & Addresses of the Partners if applicable:

Contact Person(s) _____

Telephone, Fax, e-mail _____

Number of years of experience _____

Please give brief financial particulars of your firm for the last three accounting years along with the volume of business handled.

(The information will be kept confidential)

Year	2018-19	2019-20	2020-21
Total Turnover			
Average Turnover			

Signature of authorized person

Seal of company

14. COMPLIANCE STATEMENT

DECLARATION:

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 Tender Document.

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

Signature:

Seal of company

15. INTEGRITY PACT

To,

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

Reg: NIT No. for the work

Dear Sir,

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

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

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

Yours faithfully,

**Chief Manager,
GAD, Zonal Office,
Punjab National Bank,
PNB United Tower,
11, Hemanta Basu Sarani,
B.B.D. Bagh, Kolkata, 700001.**

PUNJAB NATIONAL BANK

16. INTEGRITY PACT

To,

**The Chief Manager,
GAD, Zonal Office,
Punjab National Bank,
PNB United Tower,
11, Hemanta Basu Sarani,
B.B.D. Bagh, Kolkata, 700001**

Sub: Comprehensive Annual Maintenance Contract of Unitary Air Conditioners at Punjab National Bank, United Tower Building, 11 Hemant Basu Sarani, Kolkata – 700001 And Bank's Residential Premises in Kolkata

Dear Sir,

1. I/We acknowledge that PNB is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender document.
2. I/We agree that the Notice Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE TENDER SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.
3. I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender is finally accepted by PNB.
4. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with the enclosed Integrity Agreement.
5. I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender, PNB shall have unqualified, absolute and unfettered right to disqualify the tenderer/applicant and reject the tender in accordance with terms and conditions of the tender.

Yours faithfully

(Duly authorized signatory of the Applicant)

17. EQUIPMENT DETAILS, MANPOWER AND SCOPE OF WORK

1. List Of AC Units To Be Covered Under AMC

Sl. No.	Location	Installed makes/ OEMs	Quantity
1	At United Tower Building Premises		
1.1	TOTAL WINDOW AC MACHINE AT UNITED TOWER BUILDING CAPACITY: 1.0 TR/ 1.5 TR/ 2.0TR	Carrier/ Bluestar/ LG/ Voltas/ Hitachi	61
1.2	TOTAL SPLIT AC MACHINE AT UNITED TOWER BUILDING CAPACITY: 1.0 TR/ 1.5 TR/ 2.0TR		79
1.3	TOTAL CASSETTE AT UNITED TOWER BUILDING CAPACITY: 2.0 TR	Midea	5
1.4	TOTAL SLIM-LINE A.C. AT UNITED TOWER BUILDING CAPACITY: 3.7 TR/ 3.7 TR	Voltas/ Bluestar	4
1.5	TOTAL CASSETTE A.C. AT UNITED TOWER BUILDING CAPACITY: 5.0TR	Daikin	3
1.6	STORE ROOM/ LIFT MACHINE ROOM WINDOW/ SPLIT AC 1.5 TR	Carrier/ Voltas	7
2.	AT PUNJAB NATIONAL BANK OWNED RESIDENTIAL FLAT/ PREMISES		
2.1	SHANTIKUNJ APARTMENT, BANSDRONI	LG/ Voltas/ Bluestar/ Sharp/ Carrier/ Hitachi	11
2.2	VISHU NIWAS, BANSDRONI		10
2.3	PNB HOUSE 73E PURNA DAS ROAD		14
2.4	NEELAMBAR APARTMENT		7
2.5	ELLORA APRTMENT		3
2.6	HERITAGE SRIJAN PARK		6
2.7	SUBARNABHOOMI APARTMENTS, NAGER BAZAR		4
2.8	MONI MAINSION APARTMENT		4
2.9	VRINDAVAN APARTMENT BALLYGUNGE CIRCULAR ROAD		14
2.10	SOUTHERN AVENUE		11
2.11	SUKET AND SUKRIT APARTMENT		12
2.12	BANGUR AVENUE		15
3	Total A.C. machine United Tower & Bank's owned residential Building		255

18. Scope of Work

The scope and nature of services to be provided by the Contractor shall include scheduled preventive maintenance services which cover periodic and break down servicing, along with replacement of defective spare parts, including compressor and other consumables, if required during the contract period. Checking and servicing of the AC unit completely **two times** in a year at Bank's flats and **4 times** in a year at bank's building at United Tower Building, 11 Hemant Basu Sarani, Kolkata – 700001 & de-scaling of units if required, which includes:

Time schedule and periodicity of work in office building: -

1. Dust out of indoor & outdoor units of split AC and window AC once in a week.

Work to be carried out monthly:

Cleaning of filters of all the air conditioners to conserve the energy and checking of current drawn by each AC to know the healthy condition of the ACs.

Note: - Repairing, etc. is to be done immediately if on inspection any defect is found.

2. Work to be carried out on half yearly / Quarterly basis:

Preventive Maintenance shall include the following:

- a. Checking motor bushings.
- b. Ground connections.
- c. Checking connections at the main plug.
- d. Cleaning of blower and condenser fan.
- e. Cleaning the evaporator and condenser coils.
- f. Cleaning the equipment.
- g. Checking and tightening of nuts & bolts.
- h. Oiling the motor.
- i. Checking cooling efficiency.
- j. Overhauling of the A/c, with chemical washing process.
- k. Cleaning the condenser and evaporator coils with suitable detergent / chemical solution and flushing with high-pressure jet of water.
- l. Greasing of blower motors and all moving parts.
- m. Prevention of rusting of units.
- n. Replacement of Filter.
- o. Checking operation of controls of the air- conditioners such as thermostat, relays, remote control etc.
- p. Checking Firmness of supporting arrangement for the compressor, blower motor, air conditioners casing and fixing of air-conditioners etc. Anti-rusting Painting of the MS portion prone to rusting.

3. Shifting of AC's as per requirement.

However, the air filter of the Air-Conditioning Units shall be cleaned every month of the quarter.

4. Break-down service (BDS):

Breakdown calls shall be attended to immediately and a record of such service, duly acknowledged by the person in charge of the location of the air-conditioner,

shall be maintained. Breakdown service will include replacement of genuine spares & Compressor and Gas filling at the cost of the service provider.

5. Supply free of charges, of all the spares and materials including consumables, compressor found defective and necessary for the unit excluding the following:

- a) Replacement of sheet metal part, front panel / grill, outer wrapper / casing
- b) Replacement of cooling and condenser coil.
- c) Heating systems is not included.
- d) Voltage stabilizers are not included.
- e) Replacement of Remote hand set and its cells

The cleaning/ minor repair of stabilizers, removal of old stabilizers and installation/ re-fixing of new one including its accessories shall be covered under the AMC contract.

PUNJAB NATIONAL BANK

**Time schedule and details of work: -
Preventive Maintenance schedule / check sheet of ACs**

1.1 Monthly Checklist for Air Conditioner for Office Building Air Conditioners for the months May to August.

S.no	Maintenance activity	Status	Remarks
1	Inspection of AC units and check for any abnormality in operation		
2	Removing of air filters, cleaning and reinstallation of the same on AC Units.		
3	Check the pressure of refrigerant and if found less than normal, carryout the leak test and fulfil the refrigerant after rectification		
4	Check the refrigeration system, motor, compressor, and starters for performance and ensuring the overall healthy conditions of Units		
5	Check the wiring of Blower, Condenser fan, Compressor for any abnormality and other electrical connection tightness check.		
6	Check the working of electrical panel's equipment like contactor, overload relay, etc. If any abnormality found then attended / replaced the same.		
7	Check all drain points for any obstruction to proper draining if found some problem then will be rectified		
8	General cleaning and Brushing of the Unit		
9	Check abnormal sound from the Bearing of Compressor, Condenser & Blower Motor		
10	Measurement of Room Temperature through Sling Thermometer		
11	Cleaning of Drain holes (Water outlet of indoor unit)		
12	Cleaning of condenser coils with approved chemical.		
13	Evaporator/Cooling coil cleaning		
14	Check the working of voltage stabilizer and check the level of insulating oil and maintain it.		
15	Check the thermal insulation for damages and bursting it will be attended.		
16	Total current drawn (Amp.)		
17	Current drawn (Amp.)(For compressor, Condenser and blower Motor)		
18	Back pressure (PSI)and Head pressure		
19	Insulation of refrigerant piping's & ducts and replace with nitrile rubber if found defective		

Annexure – B

Daily call Report Register								
S. No	Call login date/ Time	Reported by / User name and location	Problem Encounter	Call Attended by	Problem diagnosed	call cleared Date/ Time	Users name & signature	Users Remarks.

History Sheet of Air Conditioners.

Sl. No.	Type of AC /WC	Make	Date of installation.	Location	SI / model no.		
Date:		Name of materials replaced			Name of Mechanic	Sign.	Remarks.

19. Bid Securing Declaration Form

Tender No. _____

Date: _____

**The Chief Manager,
GAD, Zonal Office,
Punjab National Bank,
PNB United Tower,
11, Hemanta Basu Sarani,
B.B.D. Bagh, Kolkata, 700001**

Sub: Comprehensive Annual Maintenance Contract of Unitary Air Conditioners at Punjab National Bank, United Tower Building, 11 Hemant Basu Sarani, Kolkata – 700001 And Bank's Residential Premises in Kolkata

I/ We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/ We accept that I/ We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am/ We are in a breach of any obligation under the bid conditions, because I/ We

a) Have withdrawn/ modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) Having been notified of the acceptance of our Bid by the purchase or during the period of bid validity

(i) fail or reuse to execute the contract, if required, or

(ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to Bidders.

I/ We understand this Bid Securing Declaration shall cease to be valid if I am/ we are not the successful Bidder, upon the earlier of

(i) the receipt of your notification of the name of the successful Bidder; or

(ii) Thirty days after the expiration of the validity of my/our Bid.

Signed:

In the capacity of

Corporate Seal

Name:

Duly authorized to sign the bid for and on behalf of

Dated on _____ day of _____

20.

PART – B: COMMERCIAL BID

(To Be Quoted Online Only)

S No.	Description of Work	Unit	Quantity	Rate (in ₹)	Amount (in ₹)
1.	CAMC of 1TR/ 1.5 TR Window AC	Nos.	114	<u>To Be Quoted Online Only</u>	
2.	CAMC of 1TR/ 1.5 TR/ 2TR Hi-wall Split AC	Nos.	145		
3.	CAMC of 3.0 TR/ 3.7 TR Cassette AC	Nos.	8		
4.	CAMC of 5.0 TR Cassette AC	Nos.	3		
5.	Gross Total (in Figures)				
6.	Gross Total (in Words)				

Note: GST shall be paid extra as applicable.

S No.	Details of A.C Units	Unit	Quantity	Rate (in ₹)
1	Installation charges for SAC/ Cassette/ 1.5 & 2.0 TR	No.	1	<u>To Be Quoted Online Only</u>
2	Installation charges for WAC/ 1.5/ 2.0 TR	No.	1	
3	Dismantling charges for SAC/ Cassette/ 1.5 & 2.0 TR	No.	1	
4	Dismantling charges for WAC/ 1.5/ 2.0 TR	No.	1	
5	Charges for supply of Copper piping/ Cassette / SAC/ 1.5 & 2.0 TR with insulation	Mtr	1	
6	Charges for supply of Electrical wiring for SAC/ 1.5 & 2.0 TR (I/D & O/D)	Mtr	1	
7	Charges for supply of Angle Iron for outdoor units (Chowki type without cage) for Tower/ Cassette/ SAC/ 1.5 & 2.0 TR	No.	1	
8	Charges for supply of L type metal stand for outdoor units for 1.5/ 2.0 TR-SAC .	No.	1	
9	Charges for providing Cage for Outdoor units (1.5/ 2.0 TR AC Units)	No.	1	
10	Charges for supply of AC Voltage Stabilizer of capacities 3 KVA, model: VND, V-Guard make.	No.	1	
11	Charges for supply of AC Voltage Stabilizer of capacities 4 KVA, model: VND, V-Guard make.	No.	1	
12	Charges for supply of AC Voltage Stabilizer of capacities 5 KVA, model: VND, V-Guard make.	No.	1	
13	Charges for wall chase cutting & filling	Mtr	1	
14	Charges for Gas charging of 1.5 TR, WAC	No.	1	
15	Charges for Gas charging of 2.0 TR WAC	No.	1	
16	Charges for Gas charging of 1.5 TR, SAC	No.	1	

Comprehensive Annual Maintenance Contract of Unitary Air Conditioners at Punjab National Bank, United Tower Building, 11 Hemant Basu Sarani, Kolkata – 700001 And Bank's Residential Premises in Kolkata Zone

17	Charges for Gas charging of 2.0 TR, SAC	No.	1
18	Charges for Drain Pipe (PVC)	Mtr	1
19	Charges for Replacement of Condenser Coil of WAC – 1.5 TR/ 2 TR	no.	1
20	Charges for Replacement of Cooling Coil	no.	1
21	Servicing of SAC 1.5&2.0 TR	No.	1
22	Servicing of WAC 1.5&2.0 TR	No.	1
23	Repair of drip-tray (Window Model Units-WMU)	No.	1
24	Replacement of drip-tray, in case it is beyond repair	No.	1
25	Repair of condensate Tray (Split-IDU)	No.	1
26	Replacement of Fan motor bearing	No.	1
27	Rewinding of Fan motor	No.	1
28	Replacement of Fan motor capacitor	No.	1
29	Replacement of Compressor starting capacitor	No.	1
30	Replacement of Compressor running capacitor	No.	1
31	Replacement of operating knobs in the front panel (WMU)	No.	1
32	Replacement of thermostat	No.	1
33	Replacement of Relay	No.	1
34	Replacement of Cabinet (WMU)	No.	1
35	Repair of Cabinet (WMU)	No.	1
36	Repair/replacement of remote circuit boards	No.	1
37	Replacement of burn out compressor with new compressor complete with overload relay, electrical contacts, mounting bush/spring, oil, refrigerant etc. and pipe connection including pressure testing, vaccumising, gas charging etc.	No.	1
38	Replacement of Front Grill (WMU)	No.	1

**** Note: Rates for All-inclusive Comprehensive Annual Maintenance of ACs are to be quoted on annual basis and inclusive of GST @18%**

**** Note: Rates for items from S. No 5 to 42 are to be quoted on per unit basis and inclusive of GST @18%"**

Check list of documents to be submitted with Technical bid

Particulars of documents	Yes/ No	Page No.
Tender Fee of ₹1180/- in form of demand Draft, In favor of Punjab National Bank payable at Delhi)		
Proof of average annual financial turnover of firm during last 3 years ending 31st March 2021		
Copy of Audited Balance sheet, ITR & Profit/ Loss Account Statement for the preceding last 3 years ending on 31.03.2021.		
Proof of having successfully completes similar works during last 7 years ending 30.11.2021. One Similar Work Amounting to ₹9,32,000/- Two Similar Works each amounting to ₹5,82,500/- Three Similar works each amounting to ₹4,66,000/-		
Copies of Similar work experience for minimum 07 years in maintenance (CAMC) of Split/ Window Air Conditioners of various make such as Voltas/ Carrier/ Hitachi/ LG/ Blue Star/ Daikin/ O'General in Govt./ PSU/ Autonomous offices/ Scheduled Commercial Banks or its Subsidiaries/ reputed Private Organizations. (Experience Certificate/ Work Order required)		
Authorization certificate by OEM as specified in eligibility criteria.		
History & Structure of Firm, Name of Directors/ Proprietary/ Partners.		
Company's profile on the letter head bearing full address		
Letter for submitting Tender		
Bidder Information		
Acceptance of Compliance Statement		
Documentary Proof of Address		
Undertaking in respect of no black listing by any central/ state Govt./ Public undertaking/ institute on any account during last 3 years.		
Copy of GST No.		
Copy of EPF & ESI registration.		
Firm Registration Copy & Address proof of office/ workshop.		
KYC details of firm/ Directors/ Partner/ Authorized Person.		
Copy of PAN no.		
Audit Balance Sheets of Last 3 Years For the FY year 2018-19 For the FY year 2019-20 For the FY year 2020-21		
Power of attorney/ board resolution in favour of authorized person signing the Bid documents, if applicable.		
Copy of partnership deed/ Certificate of Incorporation etc.		
All tender documents sealed and signed.		
Supporting Documents as per Eligibility Criteria.		
Any Other Supporting Documents		