

TENDER DOCUMENT

For

**Operation & Maintenance of Fire Fighting
System at Corporate Office of Punjab
National Bank at Plot No.4, Sector 10,
Dwarka, New Delhi-110075**

CLIENT

**PUNJAB NATIONAL BANK,
Security Division, Plot No 4, Sector -10
Dwarka, New Delhi 110075**

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INTRODUCTION

Punjab National Bank (PNB) (The Bank) a Public Sector Bank, constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act 1970. The Bank enjoys strong fundamentals, large franchise value and good brand image.

NOTICE INVITING TENDER

Punjab National Bank (PNB) invites tender (two bid systems) for Operation & Maintenance of Fire Fighting System at Corporate Office Premises of Punjab National Bank at Plot No.4, sector 10, Dwarka, New Delhi-110075, from bidders, who fulfill the eligibility criteria mentioned in tender document. Bank reserves the right to award the work to successful bidder as deemed suitable for the Bank.

Operation and Maintenance Contract shall be for a period of one years, further extendable by one more year on discretion of the Bank. Any further extension shall be only in case of major unforeseen situations beyond the control of the Bank, such as force majeure, large scale business interruption(s) and or any catastrophe etc. However, Service Level Agreement shall be entered into for only one year. The mere fact that there had been no complaints or the work has been satisfactorily may not be the only reason to renew the contract. Bank shall reserve to terminate the contract by giving notice of 30 days without assigning any reason whatsoever.

Tender document may be downloaded from our official website www.pnbindia.in & Bank's Tendering website <https://etender.pnbnet.in/login>. The cost of tender documents Rs. 2360/- (including GST) in the form of Demand Draft in favour of Punjab National Bank shall be submitted by bidders with technical bid. Bidders intending to participate in this tender are required to get enrolled on the bank's website i.e. <https://etender.pnbnet.in/login>. Enrolment on the above mentioned website is mandatory. As the bids of the Bidders have to be digitally signed by the Digital Certificate of the respective Bidder before submitting the bids online, the bidders are advised to obtain Digital Certificates in order to submit bid for the tender.

Submission of Bids:-

Bidders are required to submit their bids through e-tender <https://etender.pnbnet.in/login> as per tender schedule. Further, Bidders must submit technical bids, drafts of tender fee and EMD in a sealed envelope to Security Division Dwarka as under:-

Envelope shall be clearly marked in bold as follows:-

Tender Fees, EMD and Technical Bid for Operation & Maintenance for Fire Fighting Systems at PNB Corporate Office Dwarka, New Delhi

By.....(Name, Contact Details of Bidder)

This envelop shall contain two sealed envelopes inside. First envelope shall be clearly marked as **Envelope-A – Tender Fee and EMD for Operation & Maintenance for Fire Fighting Systems at PNB Corporate Office Dwarka New Delhi**. Details of Bidder must be mentioned boldly on the envelop for identification.

Second envelop shall be marked as **Envelope-B – Technical Bid Documents for Operation & Maintenance for Fire Fighting Systems at PNB Corporate Office Dwarka New Delhi**. Details of Bidder must be mentioned boldly on this envelop also for identification of the bidder.

Envelope A

This will be opened first and cost of Tender documents and EMD shall be retrieved by the Bid opening Committee. Tender Fee is non-refundable. Earnest Money Deposit (EMD) shall be in the form of **Demand Draft of Rs. 55,000/-** (Rs. Fifty Five Thousands only) in favour of Punjab National Bank payable at New Delhi. MSEs (Micro & Small Enterprises) and Start up India bidders are exempt from submitting Tender fee and EMD in accordance with Govt. of India guidelines on the subject. However, such bidders must submit proof of being registered as MSEs and Start up with Govt of India. Such registration must have been obtained prior to floating of tender document Where Tender Fee & EMD is not enclosed, an attested copy (by owner/ proprietor/ Director/Partner/ authorized signatory) of the Registration document by the bidder indicating Registration as MSEs and Start up India must be enclosed. In case of signature by authorized signatory, Board Resolution indicating authorization of such person must be enclosed. Tender fee shall be non-refundable and EMD will be refunded to unsuccessful bidders within 30 days of declaration of result of technical evaluation.

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, EMD/MSE/Start up Regn letter) are not found, the Technical bid (Envelop B) shall not be opened and the bid shall be rejected as ineligible.

Envelope B

This envelop shall contain technical bid documents. It should be clearly and boldly super-scribed as Envelop B - **Technical Bid Documents for Operation & Maintenance for Fire Fighting Systems at PNB Corporate Office Dwarka New Delhi**. All documents as asked for should be clearly and neatly put in sequence with page number marked in the footer. An Index (First Page) must clearly indicate the page number for the documents enclosed inside and the document should be flagged prominently. The Bank shall not be responsible for any document which is missed either due to non indication in the Index or non marking of the Flag(s) by

the bidders. Bidder shall submit supporting documents in support of eligibility criteria as mentioned in tender documents. Care must be taken by the bidders not to include un-necessary documents that have not been sought by the Bank. Additional work orders, pamphlets, product specifications etc which have not been asked for should not be included in their bids in order to avoid duplicity and confusion. Documents required to be enclosed in this envelop are as follows:-

1. **Bid Submission Form for Operation & Maintenance for Fire Fighting Systems at PNB Corporate Office Dwarka, New Delhi– Annexure 1**
2. Bidder Information – Annexure 2
3. Complete set of Documents as required vide Annexure 2, in accordance with the Tender Document duly signed on each page by the authorized signatory. Owner/ Director/ proprietor. In case of authorized signatory, a copy of Board Resolution in Original must accompany signed in ink, authorizing the signatory,(Registration Document, ESI & EPF Registration, GST Registration No, PAN Number, Audited Balance sheet, ITR for the last 3 years along with Profit & Loss statement, i.e., Financial Year 2018-19,& 2019-20, 2020-2021), Annual turnover certification from C.A, duly signed and stamped by CA bearing his number (will be verified from website, as required, Satisfactory Performance Certificate from clients, Acceptance of Compliance Statement, Power of attorney/board resolution in favor of authorized person signing the Bid documents).

Commercial Bid

Commercial bid shall be submitted online only. The Bank shall resort to etendering 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.

The Bank shall publish the details of bidder who qualify in the Technical Bid(s) on Bank's website only. The Commercial bid of technically eligible bidder who meets the eligibility criteria stipulated in tender documents will be opened online in the presence of participant bidder or representatives of participants/bidders, who choose to be present at the time of opening of Tender. Date for opening of commercial bids will be intimated later.

The bidders shall be required to submit online commercial bids as per format at Annexure 11 after they are advised to do so by the Bank. However, rates of wages to be paid to the staff deployed at Bank's site by the Service Provider shall be paid in accordance with Minimum Wages Act and their wage rates as per notification/ order of Office of Chief Labour Commissioner, Ministry of labour, Govt. of India. Wages shall be paid effective minimum wages as per the notification/ order of office of CLC, Govt of India. (Latest minimum wages shall be applicable as per order F.No.1/4(3)/202-LS-II dated 31.03.2022). Revision in minimum wages notified by Govt of India shall be effected on same time as per Govt. Order. Further, all applicable mandatory contributions of employer in respect of labour acts of ESI, EPF, Bonus, insurance etc shall be paid and comply by successful service provider. Therefore, Bidders are advised to read the work scope and fill the competitive bids as per work scope, staff wages & its revision during the contract period. No increase in the approved amount to successful service provider shall be provided during the contract period.

All disputes arising out of or in connection with this Tender Document and agreement shall deem to have arisen in New Delhi and only the courts of New Delhi & shall have the jurisdiction to determine the same.

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

Technical Bids as above will be received at the office of Chief Manager (Security), Punjab National Bank, Corporate Office, Security Division, Plot No 4, Sector -10, Dwarka, New Delhi 110075 up to **2:00 pm on 01.07.2022**. Technical bids will be opened on **01.07.2022 2.00 pm** onwards.

Very Important: All Interested eligible Bidders are advised to physically visit/ survey the site before submission of the bids.

Bids received late on account of any reason whatsoever and telegraphic tenders will not be entertained. Important timelines pertaining to this Tender are as follows:-

1.	Tender Reference	HO/SEC/AMC/FSS/1/2022-23
2.	Date of commencement of Tender download	15.06.2022 6.00 pm onwards
3.	Physical visit to Site / Survey of site	16.06.2022; 11.00 am to 30.06.2022;1.00PM
4.	Last date and time of acceptance of queries	22.06.2022 on 01:00 PM
5.	Last date and time for downloading tender	30.06.2022 till 2.00 pm

6.	Bid preparation and Hash Submission	15.06.2022 from 6.00pm to 30.06.2022 till 2.00 pm
7.	Closing of Technical Bid	30.06.2022 from 2.00 pm to 4.00 pm
8.	Last Date for Bid Submission & Bid re-encryption	30.06.2022 from 4.00pm to 01.07.2022 till 2.00pm
9.	Last date for technical bid submission in physical form	01.07.2022 till 2.00pm
10.	EMD & Technical Bid opening	01.07.2022 at 2.00pm onwards
11.	Estimated cost of Annual Contract	28.17 lacs approx. (incl. taxes) (23.87 lacs plus GST)
12.	Tender Fee	2360/- incl. GST
13.	EMD Amount	Rs. 55000/-
14.	Performance Security	5% of Contract amount (inclusive amount of EMD)
15.	Contact Persons	<u>Technical Queries</u> : Shri Satyendra Sharma (7738149121). <u>IT(Systems) related Queries</u> : Shri Saliappan - 09311272547

Tender documents received after due date and time shall not be accepted. The Bank is not responsible for any delays due to postal service / courier / traffic etc and the bidder(s) should ensure adequate time for all such matters at their end.

A bid where Tender Cost & Earnest Money are not accompanied by Demand Draft (in original)/Registration letter (EMD exempted for MSEs and Start up India) of appropriate amount(s) shall be rejected as NON-RESPONSIVE. The tender shall be valid for a period of 90 days from the date of opening of Commercial Bid (online).

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. The Bank reserves the right to alter / modify / terminate the tender process at any time without assigning any reason in conformity with Bank's requirement. Such action shall be informed to all prospective bidders through online channel only on the Bank's website <https://etender.pnbnet.in>. As such, prospective bidders are advised to continuously visit the Bank's website and regularly update themselves about any information / update on this Tender process through the Bank's website. Any corrigendum/Addendum to the Tender shall be placed on the Bank's website only.

Eligibility Criteria

The bidders' company/proprietorship firm/partnership firm/ company/organization registered in India, under Company act provided they fulfill the minimum qualified criteria as below:-

- (a) The firm should have been in business for at least 3 years as on 31.05.2022. Bidder to submit the copy of certificate of incorporation /partnership deed /undertaking in case of proprietorship firm along with bid.
- (b) Bidders need to have proven /demonstrated capabilities of handling Operation & Maintenance including 24 hours manning of Fire Fighting systems, Fire pumps, Hydrant and Sprinkler systems, Kitchen Fire Suppression System, Fire Extinguishers, Fire Detection & Alarm System, PA system, Fire Safety Signages other fire safety related systems in High Rise Buildings. Such buildings under operation and maintenance of the bidder may be visited by officials of the Bank.
- (c) Experience of having successfully completed similar works in the last 7 years ending 31.05.2022 should be any of the following:
 - i) Three similar completed works, each amount not less than to Rs 11,26,800/- (equal to 40% of Tender estimated cost)
 - OR
 - ii) Two similar completed works each amount not less than to Rs 14,08,500/- (equal to 50% of Tender estimated cost)
 - OR
 - iii) (One similar completed work amount not less than to Rs 22,53,600/- (equal to 80% of Tender estimated cost)

Meaning of similar works is annual contract of operation & maintenance of fire fighting systems in multi storied high rise buildings making use of modern fire fighting systems to include Fire Hydrants, Sprinkler system and automatically operated pumps systems, fire alarm system, fire extinguishers etc. Manning of staff for operation of fire fighting system must be included in the similar works. Operation and maintenance of fire fighting system such as atleast fire hydrant system, sprinkler system, fire pumps in high rise building shall be mandatorily included in similar work. Similar annual contract shall be considered inclusive of applicable taxes.

- (d) Average annual turnover of the bidders should be at least INR 8,45,100/- over the previous 3 years (FY 2018-19, FY 2019-20 and FY 2020-21).
- (e) Bidder should have adequate technical and supporting manpower for the handling the works/projects/contracts being handled. Adequate technical and

supporting workforce may be judged on basis of satisfactory Service Certificate and during visit to site(s) mentioned / maintained by the bidder. Details of technical manpower to be provided as per Annexure-3.

- (f) Bidder to not be blacklisted in any Govt organizations, Public Sector Undertakings/ PSBs/ Public Limited Companies from last two years (as on 31.05.2022). An undertaking on blacklisting and minimum wages & other statutory compliance must be submitted as per Annexure-4. Undertaking must be submitted on Letter Head of Firm/company of bidder and same to be notarized.
- (g) Bidders should have establishment at Delhi /NCR. Bidders to submit the copy of address proof i.e. Rent agreement, electricity bill, telephone bill, municipal tax or other utility bills (all bills/ receipts should be less than 3 months old). Address may be verified by physical visit by Bank officials.

Performance Security

Successful Bidder shall provide a Performance Security with an amount equal to 5% of the contract value (inclusive of EMD amount). Performance Security shall be valid for a period of two months after expiry of contract. Performance Security shall be provided in form of Demand Draft/ Bank Guarantee/ Fixed Deposit. Successful bidder will submit Performance Security(5% of contract value) within 10 days of award of work and EMD shall be returned soon after submission of Performance Security. Performance Security shall be valid up to two month after the expiry of contract. Performance Security will be refunded to successful bidder within 30 days after one month of expiry of the contract.

Preference to Make in India (Verification of local content for Class-I local Supplier)

The Bidders should be Class-I local supplier. "Class-I local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum "local content" as prescribed for Class-I local supplier as per DPIIT vide OMP-45021/2/2017PP (BE-II) dated 16.09.2020 issued the Public Procurement (Preference to Make in India) Order 2017-revision. The "local content" requirement to categorize a Supplier as "Class-I local supplier" is minimum 50%. "Local content" means the amount of value added in India which shall, unless otherwise prescribed by the nodal ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

- b) Verification of "local content": The "Class-I local supplier" with the technical bids shall be required to submit self-certification that the bidder meets the local content requirement for "Class-I local supplier". Certification in respect of class-I local supplier shall be submitted by bidders as per Annexure-10.

Exemption of Tender Cost/fee and EMD

c) Firms registered under MSEs (Micro and Small Enterprises) as well as firms recognized as Start Up by DIPP would be exempted from submission of tender Cost/Fee and payment of EMD. Documentary evidence for the said exemption/recognition to be submitted along with the Bid.

Relaxation in Turn Over & Prior Work Experience for Start-ups

d) Firms recognized as Start-ups by Department of Industrial Policy & Promotion (DIPP) shall be given relaxation in the condition of financial turnover and prior experience subject to meeting of quality & technical specifications as defined in the following format:

<u>%age Relaxation in Value of prior Work Experience</u>	<u>%age Relaxation in Turn Over</u>
10%	10%

The decision of the Bank in this regard shall be final.

Contact Details

Details of the Bank officials and address for communication are as follows:-

In case of any clarification, following officials of Security Division may be contacted

Technical Queries: Shri Satyendra Sharma (7738149121).

IT(Systems) related Queries : Shri Solaiappan -09311272547

Address for communication / correspondence

Punjab National Bank,

Security Division, 1st Floor, HO Dwarka, Plot No.4, Sector 10, Dwarka,
New Delhi-110075

Ph: (011) –28044313. Email : pnbsecurity@pnb.co.in

Place for Opening of Bids :Punjab National Bank, Security Division, 1st Floor, HO Dwarka, Plot No.4, Sector 10, Dwarka, New Delhi-110075

Bank will be following the e-tender process. The complete details of the requirement for participation in the e-tender process of the bank are given in the website <https://etender.pnbnet.in/login>, which may be referred for details & clarification. It is essential for the bidder to be registered on our website for further submission of their bid through online.

Note: - Technical bids will be opened in the presence of bidders who choose to attend as above. The above schedule is subject to change. Notice of any changes will be intimated to the bidders. Further, please note that commercial bid opening date, time will be intimated on a later date to only those bidders who have technically qualified in the bid process.

A: Scope of Work

1. Broadly the work involves **operation and maintenance of Fire fighting systems** installed at the Corporate Office premises of the Punjab National Bank at Plot No. 4, Sector 10, Dwarka, New Delhi-110075. The building which was completed in 2017 and occupied the same year comprises of 3 basements, ground plus 5 floors with two wings and terrace. At any time, during working hours, the building has over 2000 people with about 500 cars and other vehicles in the 3 basements. An elaborate kitchen with cooking arrangements based on PNG is operational with midday meal being cooked for about 1000 people. Total floor area measures seven lakhs sq. ft. The building has a fully functional access Control system, pressurization system and smoke exhaust system. All systems namely Fire alarm system, Access control system, HVAC system, sprinkler and fire curtain and PA systems are electronically linked and functional. The building is also equipped with Diesel generators and PNG based gensets in basements.
2. **Fire fighting systems** at the site include modern equipment and instruments which include Smoke exhaust system, Fire Hydrants, Sprinkler system, network of pumps including main electrical pump, diesel pump, jockey pumps, sprinkler pumps, Automatic control panel, elaborate layout of fire pipelines, water curtains, kitchen fire suppression system, fire hydrant cabinets and fittings. Various types of Fire extinguishers numbering about 350 are located at various points in the building. The building has HVAC system and modern Fire detection and alarm system with Public Address system with a control room at ground floor.

The service provider is expected to ensure that:-

3. Entire fire fighting equipment (Fire Pumps, Hydrant System, Sprinkler system, water curtains, Fire Extinguishers, Gas Suppression System, Kitchen Fire Suppression System, Gas leak detection System, Electric Panel Suppression Systems, Fire Tanks, Signages etc) and apparatus is always in functional state, carry out daily, weekly monthly, or Bi-annual maintenance or actuation tests as per agreement, Testing & Maintenance Schedule and Schedule of Quantities. Maintenance suggested in IS 3844, IS 2190, IS 2189, IS15908, IS15105, IS 15683 and all other Indian Standard relevant to firefighting system, fire pumps, fire hydrant, fire sprinkler system, Kitchen Fire Suppression System, fire extinguishers, and IS not covered in this documents is also the part of maintenance as per the direction of Bank officials and all related periodic maintenance tasks of the equipment.
4. Any repairs, to keep the systems operational shall be carried out expeditiously on the same day, if any fault/damage is detected.
5. For this, it would be mandatory to have a qualified Fire Supervisor (Skilled) at site during general shift to coordinate and supervise daily inspections of the

- apparatus and place written report to the Fire officer located within the building. It is to be ensured that all pumps and pipelines are functional and no leakage / damage is taking place, the requirement of two qualified fireman(semi-skilled) in each of the 3 shifts would be required who would be based at the site of pumps and the panel.
6. The service provider is expected to ensure normal, regular maintenance tasks for which Annual Maintenance Contract would be entered into. Draft of the same is at Annexure 7.
 7. Necessary Repairs / Cost of Spare Parts/ Cost of Replacement of equipments etc raised during maintenance tasks up to cumulative limit Rs. 25000 per year shall be done at cost by the service provider. After exhausting limit of Rs. 25,000/- per year, actual cost of equipment/ service plus 15% overhead expenses & contractor profit shall be reimbursed to service provider. However, if it is proved that the equipment has been damaged or major repairs have become necessary due to any omission or commission on part of the staff provided by the service provider (which will be established through a joint enquiry along with an independent qualified representative / fire consultant appointed by the Bank), the cost of same shall be borne by the service provider.
 8. Operation & periodic maintenance of pressurization system, smoke ventilation system of the building.
 9. Conducting preventive Maintenance of Fire Pumps, Electric Motors, B-Check Maintenance of DG Engines, Maintain logbook of running of all pumps and electrical and diesel pumps.
 10. Maintain record of all repairs and replacements in the equipment and get all these endorsed by the Fire / Security Officer of the Bank.
 11. For each type of equipments, a register shall be provided and maintained by the bidder with separate checklist. Maintenance schedule of all equipment shall be prepared by the service provider as per relevant standards and guidelines.
 12. After each maintenance/testing, the test details of maintenance work shall be entered in the register giving date, type of test/maintenance and result achieved. This drill shall apply for all equipments/components of all systems etc.
 13. The log book and registers must be got signed regularly (daily) by the supervisor of the AMC services and same should be shown to the officer in charge of the Bank.
 14. In case of actuation of an extinguisher, the service provider must inform the officer-in-charge of the equipment to be re-charged, and get it entered in the register, counter-signed by the Bank Officer. Thereafter if bank desire, it will be the bidder's responsibility to provide necessary replacement with the correct type for which he will be reimbursed by the Bank. In case of detector replacement, he will correspond with the Installer/Supplier on behalf of the bank, under intimation to the Officer concerned, and when the replacement is received, to supervise its re-installation, record the date in the register

- appropriately.
15. All cleaning materials (clothes, duster), tools (D-spanner, Ring Spanner, Door breaker, Cutter, Crowbar, ladder, Gun boots, Helmets, First aid kit, different seals for water leakages, high beam torch, tool kit etc) and plant etc. shall be provided by the bidder without any extra charges and will be part of AMC. However bank will provide the storage/covered space for keeping these materials, tools & plant, if required. But safety of the same shall be the responsibility of the bidder.
 16. All tools and equipments for the maintenance purpose which are not covered in the routine maintenance shall be supplied by the bidder at site free of cost including labour charges. Rectification of leakage (including welding work & labour) in wet riser, hydrant lines, hose reel, sprinkler line are covered in the routine maintenance and no charges will be paid for this.
 17. Mock drills, trainings etc as per statutory requirement/ NBC/ govt guidelines shall be conducted by Service Provider. Presentation and demonstration of fire safety equipments shall be done by Service Provider. Necessary Liaison with Govt Agencies/ Fire Department/ Hospitals etc shall be done by Service Provider. No additional cost shall be paid to Service Provider for conducting the mock drills.
 18. No Labor charge will be paid by the bank. However actual cost of fuel / diesel for generator set / pump shall be borne by the Bank.
 19. The contractor may take outside consultancy (within tendered cost), after getting prior approval from the Bank for rectification of breakdown equipment, but he/they will remain directly liable to the Bank for all maintenance/testing/replacement work to be carried out as per schedule given here-in-after.
 20. The Service provider shall assist the Bank in procuring and renewal etc of Fire NO OBJECTION CERTIFICATE of the building. This will include preparation and assistance in smooth conduct of inspection by Fire Service / Fire authority. Liaison, Assistance and coordination with local fire authorities and Municipal authorities with regard to the same shall be carried out by the Service provider along with the Bank. The Bank shall cover the cost to include fees and other statutory (authorized) charges by the fire authorities against receipts / challans and / or Municipal authorities. Completion / submission of application forms and other supporting documents are a part of coordination with the authorities. No consultancy fee and liaison expenses shall be paid to Service Provider.
 21. If any damage notice to any property i.e false ceiling, board patrician wall, white wash etc of the bank building or due to negligence, omission / commission by employee of the service provider during the maintenance of fire system installed in the building, the service provider will rectify the damages at his own cost and bank will not bear any cost of such repairs.
 22. The bidders are informed that the nature & scope of work mentioned herein are of a general nature and successful bidder shall be bound to undertake any

other test/check which is considered necessary for efficient functioning of the equipment/system. He shall not claim any extra charge for such work, which must be included in the overall contracted fee.

23. Monthly Maintenance Check Report is at Annexure 6.
24. Schedule of Maintenance and Testing is at Annexure 7.
25. **Operation & Monitoring of Fire Detection & Alarm System and Public Address System**: Daily operation, monitoring and testing of entire fire detection & Alarm System and Public Address System of the Building shall be conducted by service provider. However, Comprehensive Annual Maintenance Contract of FDAS and PA system of the Building is provided to M/s Honeywell Automation India Ltd (OEM). But, round the clock operation and monitoring shall be done by the service provider. Further, daily and weekly testing as per standards/guidelines/ Bank's Officials shall be done by Service Provider. Communication, monitoring, logging and supervision in respect of CAMC of FDAS and PA system awarded to OEM shall be done by service provider. Breakdowns faults and shortcomings in fire detection & alarm system and PA system shall be informed to M/s Honeywell Automation India Ltd for necessary actions as per procedure prescribed by the bank. In case contract terminates with M/s Honeywell Automation India Ltd, Service Provider Shall undertake the maintenance of FDAS and PA system. Actual cost of necessary repairs/ equipments/ services plus 15% overhead expenses & contractor profit shall be reimbursed to service providers.

B.GENERAL TERMS & CONDITIONS

1. Compliance of Order No. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance Department of Expenditure, Govt. Of India This Tender and process incidental thereto shall remain subject to the guideline/order issued by Ministry of finance Department of Expenditure, Govt. Of India vide its Order No. 6/18/2019-PPD dated 23rd July 2020. The Model Clause for the tender as prescribed in terms of para 4 of aforesaid order, is disclosed at Annexure 5.
2. Part A (Technical Bid) will be opened in presence of the Bidders / authorized representatives who wish to be present. Only one representative per bidder shall be allowed to be present at the time of opening of bids or for pre-bid meeting.
3. Each page of the tender documents (Submitted) is required to be signed by the person or persons submitting the tender in token of his / their having acquainted himself / themselves with the tender documents in total.
4. The tender shall be valid for a period of 90 days from date of opening of Commercial Bid (Part-B). Bank is not bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

5. EMD submitted by the unsuccessful bidders will be returned to them without any interest whatsoever, after successful completion of Tender process. The unsuccessful bidders are required to intimate the Bank and claim the EMD refund soon after the successful bidder is declared. EMD of the successful bidder will be returned, without any interest whatsoever, after receipt of Security Deposit (SD) from it as called for in the contract.
6. EMD of successful bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the validity period of its bid. Further, if the successful bidder fails to submit the required Performance Security within the 30 days of declaring the bidder as successful or if the successful bidder fails to submit his acceptance or fails to undertake the work within 7 days of award of work, its EMD will be forfeited.
7. The successful Bidder to whom the work is awarded will have to deposit a sum of 5% of total annual contract in form of Performance Security in favour of Punjab National Bank.
8. In case of default on the part of successful bidder to perform and observe any covenant, conditions and provisions herein contained or abandons the contract or leaves the contract unperformed it shall be lawful and in its absolute discretion for Bank to invoke the Performance Security or a part thereof with prejudice to any other right or remedy that may be available to it against the successful Bidder under this agreement, for such breach.
9. The Performance Security will be returned to the successful bidder after the satisfactory completion of the contract in all respects. The service provider must claim return of the Performance Security from the Bank.
10. The Bank reserves the right to request 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 not found qualified to satisfactorily execute the requirements of the project and no communication shall be entertained in this regard in future. Bank has right to ask the bidder for submitting additional documents/information in support of eligibility criteria/bid at the stage of bid evaluation (after opening of technical bid) within seven days maximum time (as decided by bank) in case any clarification is required by the bank.
11. All compensation or other sums of money payable by the bidder to the Bank under the terms of the contract may be deducted from the PBG unless the service provider remit the amount direct to Bank separately. Joint tenders shall not be considered.

12. The Bidder must obtain for himself on his own responsibility all the information which may be necessary for the purpose of making a tender and entering into a contract. The Bidder is advised to inspect the installations at the site of work and acquaint himself with all local conditions, nature of work and all matters pertaining thereto.
13. The successful bidder must co-operate with other service providers engaged by the Bank and the work shall proceed smoothly with least possible, delay and to the satisfaction of the Bank.
14. The Bank shall provide resources such as water and power for normal day to day functioning.
15. The staff provided by the bidder shall be disciplined, polite and courteous. They shall not misbehave with any Bank staff and shall not engage themselves in any unlawful activities in the premises. The bidder shall be fully responsible for any theft, burglary, fire or any other mischievous deeds of his staff and shall replace any staff if asked for by Bank.
16. The contractor shall take at his own cost, necessary insurance cover in respect of staff and other personnel to be employed or engaged by him in connection with the aforementioned services to be rendered to the bank and against all claims, damages or compensations payable under workmen's Compensation Act, 1923 or any modification thereof.
17. The bidder shall be responsible for settling any claim / compensation against all damages and accidents caused due to negligence on the part of his employees and keep Bank indemnified from any compensation / liability/cost charges/rectification cost etc.
18. The bidder shall discharge obligations as provided under various applicable statutory enactments including the Employees Provident Fund & Miscellaneous Provisions Act, 1952, the Employees State Insurance (ESI) Act, 1948 ESI (if applicable at the place of work), the Contract Labour (Regulation & Abolition) Act, 1970, the Inter-State Migrant workman (Regulation of employment & conditions of Service) Act, 1979, The Minimum Wages Act (Chief Labour Commissioner (C), Govt of India), 1928, the Payment of Wages Act, 1936, The Workmen's Compensation Act, 1923 and other relevant Act, Rules and Regulations, instructions etc. issued / enforced from time to time. GST shall be payable extra as applicable. In that case bidder should have registration for GST.
19. Work shall be carried out on all days including Sundays and Holidays since fire safety is part of essential services. The bidder shall attend complaints received in connection with the services immediately. Any failure will attract penalty as per penalty clause.

20. Any conditional bid quoted by the bidder shall be rejected.
21. The rates quoted in the bid shall be firm throughout the contract period, include all charges of tools & plants, labour conditions P.F, E.S.I. with revision of wages and other applicable Benefits.
22. On receipt of intimation from the Bank of the acceptance of his tender, the bidder within 7-days should submit his acceptance of the work order. If the successful bidder fails to submit his acceptance or to undertake the work, the earnest money deposited by him will be forfeited and the acceptance of his tender may be withdrawn.
23. Bidders should not have any objection if bank's authorized representative's to visits their offices / establishments.
24. Bidders should be aware of bank's declared policy of procurement and will follow the same.

25. Compliance of Laws

- 25.1 The successful Bidder shall be responsible for fulfilling the requirements of all statutory provisions of all labor laws, rules & regulations and notifications issued there-under from time to time whether from Central or state or local bodies, at own cost and risk, in respect of personnel employed by the Bidder and will maintain necessary records as per statutory requirements. If due to any reason whatsoever PNB is made liable for any liabilities, it shall be payable by the Bidder to PNB and also, such liabilities shall be recoverable by PNB from dues payable to the Bidder or/and pending payment of Bills or and from security deposit of the Bidder with PNB. The Bidder shall pay and meet all expenses, arising out of or as a consequence of, various provisions in the aforesaid Acts and statues or applicability of any other act/code.
- 25.2 The successful Bidder shall issue statement of PF accounts to the workmen under intimation to PNB. A copy of the Statement of PF Accounts needs to be submitted to the PNB within the stipulated time limit as purported in the Act.
- 25.3 The successful Bidder shall be solely responsible as regards salary / wages and service conditions and terms extended by the Bidder to its employees/workmen and shall in that connection maintain requisite records and comply with all laws, enactments, rules, regulations and orders applicable to the Bidder and its employees/workmen in general and in particular, laws, enactments, rules, regulations and orders dealing with employment of Contract Labour, payment of wages/Compensation Contributions under the ESIC Act, EPF Act, Minimum wage ACT/ Code of wages/ Bonus Act, Safety regulations, regulations relating to employment

of female work force, security requirements and such other rules and regulations as may be applicable at hereafter.

- 25.4 The wages paid by the Bidder to its employees / workmen shall be fair, and in no case, be less than the wages prescribed under the Minimum Wages Act, read with other relevant statutes, as prescribed by the Central Govt. from time to time. In case of any increase in the minimum wages as per Minimum wage Act during the currency of the contract, the bidder shall bear all increases in wages, within the contracted amount.
- 25.5 The successful Bidder shall be responsible for settlement of any claims/ dues, in case any of the Service Provider's employee/workman dies or sustains injury or damage or loss either to his/her person, or his/her property, in accordance with the provisions of law. The Bidder shall have to take necessary and relevant insurance coverage for all its employees/workmen in this regard and provide a copy of the same to the Bank for records.
- 25.6 The successful Bidder shall be responsible for payment of overtime to its workmen in case the workman works more than the prescribed hours as laid down under the relevant Central / State Rules as applicable.
- 25.7 It will be obligatory on the part of the successful Bidder to disburse monthly wage/wages to its workmen in bank account and obtain signatures on the attendance roll/wage disbursement register as per the relevant Act. For this, the service provider shall ensure that all workmen deployed at Bank's site have an account with Punjab National Bank which will enable monitoring by the Bank.

26. SAFETY AND LABOUR LAWS

- i. 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 Bidder shall abide by these laws.
- ii. The successful Bidder 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.
- iii. The successful Bidder 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.
- iv. The successful Bidder shall not engage/employ persons below the age of 18 years and not above 60 years of age.
- v. 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 successful party/bidder to guide the staff regarding safety measures.

- vi. All staff of the successful bidder while on duty should use adequate personal protective equipment's and uniforms.
- vii. The workmen shall execute the work as per latest IS code of practice of relevant equipment's and follow the bank guidelines. The party/bidders staff has to follow the safety procedures & practices in electrical works as per IS and relevant guidelines. The bidder/ staff deployed 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.

27. Responsibilities of successful bidder

- i. The successful Bidder shall be responsible for maintaining all the statutory records and deposit the Govt. dues as per the norms specified. Further Bidder to ensure obtaining Labour License under Sec.12 of Contract Labour (R&A) Act as well as other Certificates / Licenses/permission/Registration etc. within 30 days of mobilizing services.
- ii. Welfare Facilities to be provided by successful Bidder to his staff must include First-aid-box among other things.

28. Health, Safety and Environment (HSE)

In line with PNB's commitment to maintain highest standards of occupational Health, safety and Environmental protection with effective HSE risk management, the operations and maintenance of the Office premises as mentioned in the document shall incorporate such practices so as to adhere to the HSE guidelines of the central Govt. In this regard, successful Bidder shall ensure the following:

- i. The successful Bidder shall be responsible for understanding and implementing the HSE policy of Central Govt. while executing the services in the contract.
- ii. The successful Bidder will take the responsibility for ensuring that its employees, agents and/or sub Service Providers perform work in accordance with all applicable Environmental, Health, & Safety Laws.
- iii. It has to be ensured that bio-degradable chemicals are used for cleaning purposes and appropriate care is taken in disposal of any hazardous wastes as per prevailing laws.
- iv. The successful Bidder shall be responsible and accountable for the safety performance of its work force supporting the office site. The

bidder shall need to demonstrate active leadership and engagement in the implementation of safety programs.

- v. The successful Bidder shall annually evaluate the success of the Green Cleaning Policy and practices, and provide a report on an annual basis to senior management. The annual report shall include an evaluation of the performance, safety, cost and environmental/public health benefits achieved as a result of its implementation.

29. QUALITY CONTROL

The successful Bidder should have a system of maintaining quality control on the services/raw material used. Special care is to be given to maintain the store of materials/office area clean & hygienic. PNB will provide suitable space for storage of maintenance equipment in the building, electricity at one point (free of cost) in its premises to the bidder for executing the contract. The Bidder has to keep proper acknowledgement of the same, and Bidder shall take care to use/maintain these items properly. Malfunctioning/misuse of any such facility shall not to be entertained as excuse for unsatisfactory services.

30. DEPLOYMENT OF STAFF

- i. No Deviation in the Deployment of minimum number of personnel. If successful Bidder proposes deviation in the bid, such bid shall not be considered and shall be out rightly rejected.

ii. Details:-

Sr. no	Details of Manpower	Skilled / Semi skilled	Number	Time
01	Fire Supervisor	Skilled	01	General Shift
02	Firemen	Semiskilled	06	6 (two firemen in each shift of 8 hours)

- iii. Officer In-charge of Punjab National Bank may require a breakup of costing and any other relevant details from the Successful Bidder/ the lowest bidder, which has to be submitted before Letter of Intent is issued.
- iv. Personnel should be smartly/properly dressed in neat and clean uniforms having firm's logo. The uniforms and Personal Protective Equipment (i.e. Shoes/boots, helmet with light, gloves etc) would be provided by the successful bidder. Uniform must include equipment like whistle, torch, jersey/ jacket for winter season, umbrella / raincoat for rainy season etc.
- v. The staff deployed at site should have communication equipment to be used for communicating among themselves and with Bank staff and other service provider at site. This must include mobile phone(s) and / or walkie/talkie sets.

- vi. PUNJAB NATIONAL BANK reserves the right of Surprise audit, Inspection, Gap Arrangement Analysis at the site at any time with or without prior information to the successful Bidder by self or third party. Appropriate corrective measure shall be followed on finding any discrepancy in quality of cleaning, following SOPs, Safety measures, deployment of manpower/equipment/chemicals & tools etc. Surprise audits & Gap Arrangement Analysis can be conducted by PUNJAB NATIONAL BANK or a pre-determined ex-party of PUNJAB NATIONAL BANK and the successful Bidder shall fully cooperate during the audits. Based on the audit report, if any change or addition/deletion in the existing practices is found/ required, it has to be implemented by the successful Bidder **with immediate effect**. If this includes introduction of any chemical reagent or equipment which is not listed in the tender but required, then with on approval from PUNJAB NATIONAL BANK, the same have to be procured & implemented and bills for which shall be paid by PUNJAB NATIONAL BANK on actual basis plus 15% overhead profit.
- vii. Deployed manpower at all levels must be properly trained as per job division/ requirement. Periodic training and Personnel Development Plan must be documented and presented to PUNJAB NATIONAL BANK on monthly basis. The Supervisor /Team Leader/Manager shall facilitate bi-monthly training to the deployed persons.
- viii. All statutory obligations are to be strictly adhered to, as per Govt. rules. Any negligence in this regard shall make the contract liable to be cancelled with due process (notice will be issued, reply is to be submitted within 15 days and in case of un satisfactory reply contract will be cancelled within 30 days from the date of issue of notice).
- ix. All ESI &EPF challans for the previous month have to be submitted along with the bills. Failure to do so shall be responded as no payment, without the possibility of part payment and absolutely no payment shall be made.
- x. Bank account of all the employees has to be opened/registered within 1st month of operation for crediting their salary. Without the proof of salary transfer to the respective accounts of the employees, no payment shall be made. Payment has to be released by 7th of every month by the successful bidder and any delay in this regard shall be responded with a deduction of Rs. 1000/-per day per incident from pending payment of Bills or and from security deposit of the Bidder with Bank.
- xi. Since Building has very expensive equipment. The successful Bidder shall make necessary arrangements at his own cost to prevent any damage inside/outside the building to the existing work, due to his own activities. The successful Bidder shall be responsible for any damage to the existing work due to his activities and shall make good the same at his own risk and cost.

The decision of PUNJAB NATIONAL BANK in this regard shall be final and binding on the Service Provider.

- xii. The successful Bidder will provide required cleaning materials rendering these services at his own cost.

31. **Payment:-** Payment will be made within 15 days from the date of receipt of valid invoice along with following supporting documents:-

S. No.	Details of documents duly signed and stamped by successful bidder.
1.	Attendance sheet of deployed staff.
2.	Wage sheet in Form-B duly signed by individual deployed staff.
3.	Bank statement of individual deployed staff for particular months showing proof of date of transfer of payment and amount of payment.
4.	Proof of amount paid towards ESI (share of individual employee and employer i.e successful bidder).
5.	Proof of amount paid towards EPF (share of individual employee and employer i.e successful bidder).
6.	Copy of weekly/monthly/ bi-monthly/quarterly/half yearly/annual/other services rendered during billing period.
7.	Letter of declaration consisting of compiling of making payment to deployed staff as per minimum wages Act as per Central Govt., deductions towards ESI & EPF as per Govt. rules or any future labor law enactment and, list of equipment installed as per tender documents are in fully working conditions and these are not due for servicing.
8.	Copy of other special/ breakdown activity carried out within the billing period.

32. **ARBITRATION**

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably within 30 days. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance The Arbitration and conciliation act 1996, There shall be a sole arbitrator to be appointed by the Bank (PNB) and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of courts at New Delhi.

The bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the

matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, obtained. The venue of the arbitration shall be New Delhi. Further, undisputed payment shall be continued during the arbitration proceedings.

33. Principal to Principal Liability

- 33.1** The employees/staff engaged by the successful bidder shall be deemed to be the employees of bidder only, and the Bank shall not be connected with the employment or the terms and conditions thereof in any way. The bidder alone would comply with the statutory obligations and Labour Regulations/ Rules in this regard. None of the provisions of this Agreement shall be deemed to constitute a partnership or joint venture or employee- employee relationship between the parties hereto, and neither party shall have authority to bind the other except as specifically provided for hereunder. Neither party hereto is the agent of the other nor there is a master –servant relationship between the parties. The relationship is on principal to principal basis.
- 33.2** The successful bidder shall be responsible for payments of all statutory dues with respect to each of his personnel/employees engaged by him to render service under this Agreement with respect to each applicable/extant labour law, including, the Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Employees' State Insurance Act, 1948, The Payment of Gratuity Act, 1972, The Maternity Benefit Act, 1961, The Employees' Provident Funds and Miscellaneous Provisions Act, 1952, etc. No dues/contributions under any labour legislations as applicable, remain payable with respect to his personnel/employees. The successful bidder shall have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to his personnel/employees under applicable and future labour legislations”.
- 33.3** Bank shall not entertain any claim arising on account of damages, compensation or expenses etc payable as a result of any accident or injury sustained by any workman/employee of the bidder (or any other person whether in the employment of the bidder or not) while in or upon the said works or site of the same, or any claim under the Workman's Compensation Act or any other enactment in force or to be enacted in future.. The successful bidder shall obtain necessary insurance cover to meet any of the above contingencies.
- 33.4** The successful bidder shall ensure that workmen employed by him for execution of work are suitably covered against Workmen's Compensation Act and that all liabilities arising out of Workmen's Compensation Act, ESI & E.P.F and other legislative enactments applicable to such works and workmen shall be to the bidder's account.

In case Bank is called upon by any court of law or any other statutory authority, to make any payment in any of the above circumstances the same shall be paid by the bidder. In case of failure, Bank will have the right to recover the same from the successful bidder or adjust the same from Security Deposit and out of any of the amount payable to the successful bidder and claim the balance from the successful bidder.

- 33.5** The Bank has right to terminate the contract, if the successful bidder abandon the work, or fails to commence and complete the work in time, or fails to abide by the contract conditions or fails to perform the maintenance work as per schedule.
- 33.6** The successful bidder shall employ competent person/staff under the supervision of Bank who shall be weekly visiting the site to receive and comply with instruction of the Bank.
- 33.7** The work permit shall be issued for 24 hours, however, being the restricted / controlled area most of the maintenance works are to be carried out after working hours and holidays. If the successful bidder works during office hours the successful bidder should ensure that no hindrance or inconvenience be caused to the Bank or to its neighbors.
- 33.8** On award of work, the successful bidder will furnish to PNB full particulars of the staff deployed on the work and issue / obtain identity cards, which shall be carried by them throughout the time of their duty. Bank's security staff will have right to check, search or interrogate any of the bidder's staff while entering/ leaving the Bank premises for security purposes.
- 33.9** Bank reserves the right to verify the qualifications and bonafides of the successful bidder's staff. The staff provided by the successful bidder will be disciplined, polite and courteous and will not misbehave with any of the Bank staff members or visitors and will not enter into any unlawful activities in the premises.
- 33.10** Bank would be justified in asking for replacement of any of the successful bidder's staff. The decision of the Bank in this regard will be final.
- 33.11** The successful bidder has to provide adequate/additional staff within their quoted amount during servicing / maintenance while taking up preventive maintenance of Fire System.
- 33.12** The successful bidder shall be responsible for any loss/damage etc. to the materials and other assets of the Bank by his staff deployed for duty.
- 33.13** The successful bidder shall also be wholly responsible for theft, burglary, fire happening due to dereliction/negligence of duty or any other mischievous activity done by his staff.
- 33.14** The successful bidder shall make payment to the staff as per Minimum Wages Act of Central Govt. on or before 07th day of every month. The successful bidder will have to make the payment by credit in the account of the workers after making payment to their staff; the successful bidder should give an undertaking that they have paid wages as per minimum

wages Act or in case of any amendment in law or enforcement of any other labour law.

33.15 The successful bidder shall submit bills once in a month along with self attested copy of attendance register for staff deployed in the building, Certificate of Compliance of all the statutory laws, Salary Sheet in Form -B, copy of bank statement of individual staff for billing month, PF, ESI Challan along with certificate, testing and maintenance report stating the condition/performance of complete fire system duly signed by supervisor and the bill will be paid within 15 days after receipt.

33.16 TDS /GST and any other statutory deduction as applicable will be deducted at source from the successful bidder's bill and will be deposited with the concerned Department as per rules.

34. EXTENSION OF CONTRACT

Bank also reserves the right to extend this contract for 1 + 1 year (total 2 years), on annual basis, on same terms and conditions, if Bank desires and the performance of the firm found satisfactory by Bank authorities. The decision of Bank in this regard shall be final and binding on the contractor.

The annual escalation shall be worked out as under:

Escalation (in percentage) $E = (Y-X)*100/X$

Where,

X = Cost of Manpower (26 days of Supervisor and 60 days of Fireman) as defined in the tender documents as per minimum wages prevalent at the time of start of work excluding ESI, EPF and Bonus other statutory payables.

Y = Cost of Manpower (26 days of Supervisor and 60 days of Fireman) as defined in the tender documents as per minimum wages prevalent 12 months from start of work excluding ESI, EPF and Bonus other statutory payables.

The escalation of the contract shall be strictly as per the above defined formula and no claims other than the above shall be entertained for any other reason whatsoever. Untenable claims of the contractor in the matter shall be treated as delinquency of contractor and suitable disciplinary action shall be taken against the contractor.

35. DELINQUENCIES OF CONTRACTORS

The undernoted delinquencies/ defaults/ misconduct/ misdemeanors on the part of bidder or enlisted contract will attract disciplinary action.

- a) Incorrect information about credentials, about his performance, equipment, resources, technical staff etc.
- b) Non-submission of copies of the fresh / latest Tax Returns / challans etc.
- c) Irregular tendering practice.
- d) Submission of tender containing too many arithmetical errors and freak rates.
- e) Revoking a tender without any valid reasons.

- f) Tardiness in commencing work.
- g) Poor organization at site & lack of his personal supervision.
- h) Ignoring Employer's Notices for replacement / rectification of rejected materials, workmanship, staff etc.
- i) Violating any of the important conditions of contract, i.e. site facilities, insurance, labour laws, ban on subletting etc.
- j) Lack of promptitude and co-operation in measurement of work and settlement of final account.
- k) Non-submission of vouchers and proofs of purchase etc.
- l) Tendency towards putting up - false and untenable claims.
- m) Tendency towards suspension of work for frivolous reasons.
- n) Bad treatment of labour.
- o) Bad treatment of Sub-Contractors (piece workers) and un-business like dealing with suppliers of materials.
- p) Lack of co-operation with nominated Contractors or Employer's Labour.
- q) Contractor becoming Bankrupt or insolvent.
- r) Contractor's conviction by a court of law.
- s) Rude and bad behaviour by the staff of contractor.
- t) Absenteeism of the staff without providing adequate replacements.
- u) Pilferage of the consumables / material provided by the Bank.
- v) Damage to the premises caused due to the malafide intentions / gross negligence of its staff.
- w) Unauthorised use of Bank's premises.
- x) Indulgence of its staff in criminal / anti social activities.
- y) Contractor's Staff being found under the influence of Alcohol / Narcotics / any other substances that affect cognitive ability / attentiveness.
- z) Contractor's Staff using tobacco products on premises (smoking / chewing tobacco products etc.)
- aa) Contractor's staff spitting in the premises or creating unhygienic conditions.

36. DISCIPLINARY ACTION AGAINST (DELINQUENCIES OF) CONTRACTOR.

The award of the under noted disciplinary action shall be considered.

- a) Placing embargo on issue of tenders and temporary suspension from the Employer's approved list.
- b) Permanent ban on issue of tenders & removal from the Employer's approved list.
- c) Circulation of the Contractor name to other public Undertaking or Government Department for non- entertainment of this publication for contract work.

37. TERMINATION OF CONTRACT

In the following circumstances/ events the contract will be terminated by the Bank:-

- a) If the Contractor being the company, go into liquidating whether voluntary or compulsory.
- b) Being a firm shall be dissolved.

- c) If the official assignee in insolvency or receiver of the contractor in insolvency, shall repudiate the contract.
- d) If receiver of the contractor's firm appointed by the court shall be unable to, within 14 days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is able to carrying out and fulfil the contract and if so required by the employer to give reasonable security therefore.
- e) If the contractor:
 - i) shall suffer execution to be issued, or Excessive delay in execution of order placed by the Bank.
 - ii) shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the contractor,
 - iii) shall assign, charge or encumber this contract or any payment due or which become due to the contractor here under,
 - iv) shall 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 the Contractor within three clear days after the notice shall have been given to the Contractor in manner hereinafter mentioned requiring the Contractor to observe or perform the same
 - v) shall use improper materials or workmanship in carrying on the works or discrepancies / deviations in the agreed processes and/or products
 - vi) Failure of vendor to complete implementation of appliance within the time as specified in the TENDER document
 - vii) shall in the opinion of the Employer, not exercise such due diligence and make such due progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the Employer after three clear days' notice requiring the Contractor so to do shall have been given to the Contractor as hereinafter mentioned,
 - viii) shall abandon the contract then and in any of the said cases,
 - ix) any threat is perceived or observed on the security of Bank's staff / data / property out of any action by the staff deployed by contractor.
 - x) Violation of terms & conditions stipulated in this TENDER.
 - xi) Change in Bank Policy
 - xii) Unsatisfactory performance of complete solution

The Bank may notwithstanding previous waiver, determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the employer & the obligations & liabilities of the contractor the whole of which shall continue in force as fully as if the contract, had not been so determined and as if the works subsequently executed had been executed by or on behalf of the contract (without thereby creating any trust in favour of the contractor).

In case the contractor abandons the work, or does not perform the works satisfactorily, or in the case of contravention of any of the terms and conditions of the TENDER or agreement to be entered or change in Bank's Policy, Bank reserves the right to terminate the contract by giving notice of 15 days without assigning any reason whatsoever. After such termination of contract, Bank shall have right and liberty to assign the work to some other competent person.

In case of termination of contract in the above circumstances, security deposit of the contractor shall be forfeited by the Bank and retention money shall be applied for adjusting claims of the Bank arising under this contract or loss/ cost/ charges suffered by the Bank to get the work done through other agency/ firm without prejudice to Bank's right of recovering the balance if any from the contractor through due process of law or/and from pending bill payment

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

38. MODIFICATION AND WITHDRAWAL OF BID BY THE BIDDER

38.1 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 bid submission, the bidder will have to make a request in writing by E-mail /Dak to Tender Inviting Authority of Bank. Withdrawal of bid may be allowed till issue of work order with the following provision of penal action.

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

38.3 If the request of withdrawal is received after informing the date for opening of price bid, the EMD submitted by bidder will be forfeited and bidder will be debarred for 3 year from participating in further tenders in PNB. The price bid of all technically qualified bidders including this bidder (if he 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.

39. Agreement The successful Bidder would be required to sign agreement as may be drawn up by the bank to suit local conditions and shall pay for all stamps and legal expenses, incidental thereto. Draft Agreement with the Bank is at Annexure 9.

40. Indemnity The bidder assumes responsibility for and shall indemnify and keep the Bank and its Officer and Employee harmless at all time and defend from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation under

these general conditions or for which the bidder has assumed responsibilities under the contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the Bank during the tenure of purchase order. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon.

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

42. Non Exclusive Clause The Successful bidder shall not have any exclusive right to provide the services to the bank. The bank shall be free to engage any other service provided/s or may entrust services similar to the services or any part thereof to any person/s during on/or after the expiry of the service agreement.

43. FORCE MAJEURE Notwithstanding the above provisions, the successful bidder shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure. For purposes of this clause, "force majeure" means an event beyond the control of the bidder and not involving the bidders' fault or negligence and not foreseeable. Such events may include, but are not restricted to, war or revolution and epidemics. If a force majeure situation arises, the bidder shall promptly notify the bank in writing of such condition and the cause thereof. Unless otherwise directed by the bank in writing, the bidder shall continue to perform its obligation under the contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event.

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

44. Confidentiality

The bidder shall not, without the written consent of the Banks, disclose the contract or any provision thereof, any specification, or information furnished by or on behalf of the Banks in connection therewith, to any person(s).

The bidder shall not, without the prior written consent of the Banks, make use of any document or information except for purposes of performing this agreement.

The Bidder shall not, without the prior written consent of the Bank, make use of any document or information except for purposes of performing this agreement.

The Bidder shall take all steps as may be reasonably necessary to protect the integrity of confidential information and to ensure against any unauthorized disclosure thereof.

The Bidder shall use the confidential information only for the purpose for which it was provided and shall not profit from the same in an unauthorized manner.

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

The Bidder shall indemnify Bank against any loss suffered by Bank due to disclosure of confidential information by employee of vendor.

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

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

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

C. SPECIAL CONDITIONS

1. The successful bidder must co-operate with other bidders appointed by the bank for other work so that entire work shall proceed smoothly with least possible delay and to the satisfaction of the bank.
2. The successful bidder will attend to all defects within the contract period. If the successful bidder fails to attend the defects, these defects will be rectified by the Bank and the expenditure, cost etc. incurred on this account as applicable to the successful bidder's scope will be recovered from security deposit or bill.
3. The successful bidder shall make adequate arrangement for watch and ward of his material (if any) and shall ensure the safety, breakage and any theft of material fixed or unfixed by him. The work executed should be got approved by the Bank and the successful bidder shall rectify any bad workmanship pointed out at any stage.
4. The successful bidder will take necessary precautions for carrying out the work without disturbing the office function, avoiding any damage to structures/decorative parts of the property including equipment's/ furniture/false ceiling installed. The successful bidder will rectify any damage done at his cost otherwise Bank may recover the damage from security deposit or bill.
5. The entire system including fire control room etc. shall be kept perfectly in running condition/order without any fire incidence at all times (during day and night) and all works assigned under this contract shall be duly performed by the successful bidder.
6. The successful bidder is bound to do all such jobs required for maintaining the building uninterruptedly, smooth functioning and they should keep the all Fire system of the building in intact position.
7. The successful bidder shall be responsible for coordinating with any agency for the work and for keeping up the system uninterruptedly.
8. The successful bidder shall coordinate/liason with local fire service officials. In case of any problem faced by the Bank i.e. NOC of building, fire incident report etc.
9. The successful bidder will ensure that at no time there is any violation or infringement of any rules, fire safety acts and regulations of the bye-laws applicable in Delhi.

10. The successful bidder shall enter into an agreement with the bank and necessary stamp papers shall be submitted to the bank within 14 days of the award of the work.

11. STAFF DEPLOYED BY THE SUCCESSFUL BIDDER

The successful bidder shall deploy technically qualified and competent persons detailed as under:

During maintenance period:

11.1. One supervisor (Skilled) (03 years experience in this field of firefighting system, having diploma/ officer course in electrical /mechanical engineering/ fire fighting). Sub-Officer course passed candidate from NFSC shall be considered. Supervisor will ensure the smooth functioning of the system and able to operate & monitor & maintenance of wet risers, Hydrant & sprinkler system, fire detection & alarm system, PA system, water curtain system, fire fighting pumps, fire suppression system and their control panel, Fire Extinguishers, Fire Safety Signages etc rectify the defects in system if any. The One Supervisor will work in General shift. One weekly off shall be provided to supervisor as per bank requirement.

11.2 Round the clock manning through trained firemen i.e. two firemen in each shift of 8 hours (including all Saturdays, Sundays and Holidays).

a) Qualitative Requirement: Fireman (Semi-skilled)

Numbers of Firemen Required: Total 6 firemen are required for handling. Two fireman in each of the three shifts per day. The successful bidder is also required to arrange reliever (Fireman) on weekly-off/holidays of regular deployed fireman.

b) Eligibility: The Fireman must have minimum qualification of 10th pass and have 6 month's certificate/diploma course in fire safety from a recognized institution. Documentary proof is to be enclosed before deployment. The All Fireman should have experience of at least 1 years as fireman in high rise building (Experience certificate to be enclosed).

c) Skills Required- Fireman must possess the following job skills:-

- I. Operation and Maintenance of fire extinguishers. Fire Fighting system.
- II. Operation and Maintenance of fire hydrant, Sprinkler System, Water Curtain System, hose reel & its accessories.
- III. Operating & Maintenance of the fire pumps (including DG engine), its fittings & accessories.
- IV. Operation & Periodic Maintenance of Kitchen Fire Suppression System.
- V. Monitoring & periodic maintenance of Pressurization System of the Building & Fire Smoke ventilation system of the building.
- VI. Operation & monitoring of Fire Dampers and its accessories in the

- building.
- VII. Maintaining of records of fire system.
 - VIII. Maintaining the log book of each shift.
 - IX. Able to operate, monitor, testing & maintenance of fire detection & alarm system.
 - X. Able to operate, monitor, testing & maintenance of Public Address System.
 - XI. Able to operate, monitor, testing & maintenance of Gas Flooding system of Server Room.
 - XII. Emergency response & fire fighting in case of fire emergency.

11.3 Miscellaneous-

- I. The successful bidder shall provide 2 sets of Uniform (one set winter and one set summer), including Identity Card of respective company with safety shoes, Personal Protective Equipment (gloves, dust mask, goggles, firemen helmet etc.) and Tools for cleaning and maintenance to the fireman.
- II. Fireman will not perform the duties more than 8 hours at a time and suitable reliever to be provided if required. Moreover as and if the fireman fails to report for any shift a substitute shall be provided by the successful bidder, in any event fire man on duty shall not leave without being substituted. Substituted fireman should have knowledge of firefighting system installed in this building.
- III. Police Verification is must before deployment of any staff (to be got done by the successful bidder and proof should be submitted to the bank.)
- IV. Suitability of the candidate shall be assessed by bank both verbally and practically before deployment in the shift.
- V. All the manpower shall undergo training from the Systems Integrator for at least 15 working days on the working of the equipment at the cost of vendor. Training should also cover Dos & Don'ts and will be trained on Standard Operating Procedures (SOPs) as provided by the Bank.
- VI. Before deployment of staff by successful bidder, bidder will submit the following to the Fire Officer of the Bank
 - i. Request letter on letter head for making entry gate pass / work permit along with list of man power is to be deployed with mobile nos.
 - ii. Police verification.
 - iii. Two sets of Uniform (one set winter and one set summer) with safety shoes.
 - iv. 03 nos. passport size photos
 - v. Attested photo copy of educational qualification

- vi. Attested photo copy of technical qualifications.
 - vii. Attested photo copy of experience certificate.
 - viii. Personal Protective Equipment (gloves, dust mask, goggles, firemen helmet etc.)
 - ix. Tools for cleaning and maintenance of firemen
 - x. Identity Card issued from Company of successful Bidder
 - xi. First Aid box with kit and Bank account details.
 - xii. Attested photo copy of one of the I.D. proofs.
12. Daily attendance record must be maintained by the successful bidder of each staff and the same should be produced before the Dept. In-charge.
13. If at any stage additional Fire Supervisor, Firemen service (over and above manpower requirement mentioned in tender document are required by the bank, it will be arranged by the successful bidder. The bank shall be paying additional labor charges including conveyance @ minimum wages policy of Central Govt.
14. The successful bidder shall arrange demonstration/testing and training of bank's staff at site in use of Firefighting systems installed at site without extra cost to bank. This demonstration /testing and training shall be done as and when directed/ instructed by bank. The successful bidder shall assist in conducting the mock drill or any inspection done by authorities.
15. If any system fails due to negligence on the part of the successful bidder as assessed by the bank and any loss to the bank occurs the same shall be recovered from the bidder from Security Deposit/pending bill.
16. The above are general check-lists and test requirements etc. The successful bidder shall be bound to undertake any other check/test which is considered necessary for efficient functioning of equipment/systems, whether included in above schedule or not. Bidder shall not claim any extra charge for such work.
17. **Penalty Clause**
- a. On receipt of verbal / written complaint of emergency equipment must be attended with 4 hrs of lodge of complaints, failing to which, penalty of Rs.200/- for delay of every 1 hour per complaint and maximum up to Rs.2,000/- per day will be imposed. Maximum penalty may be imposed up to 10% of annual contract amount.
 - b. If the successful bidder fails to maintain required number of manpower, bank is empowered to deduct as penalty at the rates indicated below from their monthly bill, beside deducting the wages of absenting staff:
 - i) Fire Men at Rs.600/-per day/shift/person.

- ii) Fire Supervisor at Rs.750/- per day/shift/person
- c. Rs. 300 penalty for all late comers per head for a day, if they are late by 30 minutes to 02 Hrs and above 02 hrs absent will be marked.
- d. In case the person on duty found sleeping will be fined Rs.500 per service / per head. Amounts will be deducted from the bidder's current monthly bill.
- e. Non-wearing of uniforms, shoe shall attract a fine of Rs. 300 per service / per head. 02 nos. sets, Uniforms must be provided by the successful bidder before deployment of staff at site.
- f. Payment of monthly bill will be done only after receiving of duly filled and stamped" Monthly Maintenance & Testing Report" by the successful bidder and verified by the bank's official.

Annexure 1

Bid Submission Form for Operation & Maintenance for Fire Fighting Systems at Corporate Office Building of Punjab National Bank at Dwarka, New Delhi

To

The Chief Manager (Security)
Punjab National Bank, Corporate Office,
Security Division, Plot No 4, Sector -10,
Dwarka, New Delhi 110075

Reg: Bids for Operation & Maintenance for Fire Fighting Systems at Corporate Office Building of Punjab National Bank at Dwarka, New Delhi

Dear Sir,

Pursuant to the issue of Tender by Punjab National Bank regarding operation & maintenance for Fire Fighting Systems at Corporate Office Building of Punjab National Bank at plot No.4, Sector-10, Dwarka, New Delhi-110075, we

.....
.....

(Full name as Registered with Complete registered and Correspondence Address) wish to apply for the same. Having visited the site, studied terms and conditions, Scope of work, conditions of contract, special conditions of contract, general specifications and detailed specifications, schedules and bill of quantities for the execution of the above named works/services, we offer to complete and maintain the whole of the said works in conformity with the said scope of work, terms and conditions of tender document, conditions of contract, specifications, schedules and bill of quantities for the sum stated in bill of quantities of this Tender Document or such other sum as may be ascertained in accordance with the said conditions of contract.

We undertake to complete and deliver the whole of the works/services comprised in the contract within/for the time stated in the appendix hereto.

We agree to abide by this tender for the period of 90 days from opening of Price Bid/Commercial Bid or extension there of as required by the Employer 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.

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.

We understand that if our tender is accepted, we are to be jointly and severally responsible for the due performance of the contract.

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 bidder without assigning any reason or giving any explanation whatsoever.

I/we have deposited Earnest Money **Rs. 55,000/- (Rs. Fifty Five thousand only)** which amount is not to bear any interest and cost fees of tender document Rs. **2360/-** (non-refundable) by demand draft.

(In case of MSEs, Start-Up copies of relevant certificates registration have to be submitted)

I/we do hereby agree that this sum (EMD) shall be substituted by Bank Guarantee of the amount specified by the Bank in the event our tender is accepted. I/we understand that this amount (EMD) shall be forfeited in case I/we fail to execute the contract when called upon to do so.

Dated this day of _____ 2022.

Signature _____ in the capacity of _____

duly authorized to sign

Tenders for and on behalf of _____ .

(IN CAPITALS)

Tender submitted on _____ before _____ hrs.

Annexure-2**Bidder Information**

Sr.No.	Documents	Compliance (Attached)	Copy Attachment at Page No.
1.	The bidder should be incorporated in India and should have documentary evidence. (Enclose Registration Certificate)	Yes/No	
2.	Name of company / firm/ organization : (a) Regd. Address : (b) Correspondence Address: (c) Contact No: Landline (Office) (Mobile), Name of holder (d) Active Email ID :		
3	Year of establishment and incorporation		
4	Name of Directors / Partners / Promoter(s)/ Proprietor of the firm/company etc. with (Active Contact number and Email ID)		
5	Name of person(s) authorized to conduct business along with mobile, telephone, and email address		
6.	CA Certificate indicating clearly the average annual turnover during the last 3 years (a) 2018-19 (b) 2019-20 (c) 2020-21	Yes/No	
7.	Experience of having successfully completed similar works: (a) Three similar completed works, each amount not less than to Rs 11,26,800/- (i) (ii) iii) OR	Yes/No	

	(b) Two similar completed works each amount not less than to Rs 14,08,500/- (i) (ii) OR (c) One similar completed work amount not less than to Rs 22,53,600/-		
8.	Documentary evidence of having executed similar works (as related to Point No. 7). (a) Copy of Work Order (with Bill of Quantities) clearly indicating rate(s) or amount of work in a year (year wise or collectively) (b) Completion Certificate / Satisfactory Performance Certificate with respect to above mentioned work/ service(s) year wise or collectively	Yes/No	
9.	Audited Balance Sheet along with Profit & Loss statement for the last 3 years i.e. (a) 2018-19 (b) 2019-20 (c) 2020-21	Yes/No	
10.	Documentary evidence in respect of service setup/established office at Delhi/NCR (May be visited by PNB).	Yes/No	
11.	The bidder company should have a valid (Attested copies need to be attached) (a) ESI Regn Cert (b) EPFO Regn Cert (c) PAN Card (d) GST registration certificate	Yes/No	
12	Authority letter/Power of attorney duly notarized /Board resolution for the person signing on behalf of firm /company	Yes/No	

Date:

Place:

Signature

Name

Designation

Contact no

Annexure 3

Details of Senior Executives of the Company with details of Technical Qualifications and Experience

S. No.	Name of Employee	Designation	Educational and Tech Qualification	Experience of work in years (post qualification)	Contact Details
1					
2					
3					

Date:

Place:

Signature

Name

Designation

Contact no

Annexure 4

(Undertaking to be furnished on Letter Head of firms/ company and notarized properly)

Undertaking for Blacking Listing

M/S(Name and address of the firm and its owner/ director) has employed number of employees with their details at Annexure. The (Annexure shall be as per format in Annexure 3). It should be signed under seal of the firm. The company hereby undertakes to abide by Central Minimum Wage Act and Rules as applicable with best practices in the industry. All statutory dues are being paid to all employees on the rolls of the company and the same shall be ensured.

It is further certified that the company (M/S.....) has never been blacklisted/banned/debarred/delisted by any Govt Department/ statutory body like Commissions of the Govt of India, Central / state govt/ autonomous bodies, Public Sector enterprises/ Banks. The owner / director/ proprietor has never been fined for violation of any statutory laws / acts/ rules of the Govt of India/ state govts/ statutory bodies etc.

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/company & any other contract given to the above firm/company may be summarily terminated and bank will take any necessary legal action in this regard leading to blacklisting of the firm.

Date:

Place:

Signature

Name

Designation

Contact No

Annexure 5

Model Clauses for Tender

(Govt of India, MoF Order No. 6/18/2019-PPD dated 23 July 2020)

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in the Annexure – A of aforesaid Order.

II. “Bidder” for the purpose of aforesaid order (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies/proprietorship firm/partnership firm/LLP), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. “Bidder from a country which shares a land border with India” for the purpose of aforesaid Order means: -

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above and aforesaid order will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—

- a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Annexure 6**MONTHLY MAINTENANCE & CHECKING REPORT**

NAME OF THE INSPECTING OFFICER_____

NAME OF THE BUILDING: PANJAB NATIONAL BANK, Head Office Building, Sector-10, Dwarka, New Delhi

DATE _____ TIME _____

FIRE SYSTEM

Sr.No	System	Condition status		Remarks
		O.k	Not O.k	
1.	Sprinkler System Gauge Kg/cm ²			
2.	Wet Riser Gauge Kg/cm ²			
3.	Pumping System in Service			
4.	Signage/Identification tag in place			
5.	Water Reservoir/tank capacity			
6.	Fire pumps inspection/Testing Maintenance of all pumps.			
	1. Main Fire Pump			
	2. Diesel Pump			
	3. Jockey Pump			
	4. Pump in service on inspection			
	5. Pump enclosure secured			
	6. Pump room adequately lighted			
	7. Weekly run test			
	8. Shaft seals dripping water properly of pumps			
	9. Casing relief valve free of damage			
	10. Jockey /Terrace pumps operation			
	11. Bearing and valves lubricated			
	12. Valves fillings, pipe leak free			
	13. Pump's Controller power "NO"			
	14. Pump's Controller Set Auto			
	15. Battery Back Up			
	16. Battery Charger			
7.	Smoke Exhaust System			
8.	Pressurization Fans			
9.	Hose Condition			
10.	Main Check valve holding pressure			

11.	4ways Fire brigade inlet			
14.	Fire Brigade Draw Out			
15.	Hydrant NO _____ Hose Reel NO _____ _____ Checked			
16.	Emergency light			
17.	Exit /Fire Exit Signage			
18	Elevator Fireman 's Switch			
19	AHU Tripping /Fire Damper			
20	Fire Suppression System of Electric Panels			
21	Gas Suppression System in Server Room i) Pressure in Cylinders ii) Solenoid Valves iii) Gas Release Panel iv) Testing of System			
22	Fire Extinguishers			
23	Fire Detection & Alarm System			
24	PA system			
25	Water Curtains			
26	Kitchen Suppression System			
27	CNG Gas Detection System			
28	Other Tools and Devices			
29	NRVs of Hydrant and Sprinkler			
30	Butterfly valves of Hydrant & sprinkler			
31	Landing valves of hydrant			
32	Valves of Curtain			
33	3-Way inlet, Out let, Other connection			

Any abnormalities

Place:

Signature with seal of Firm.

Date:

Annexure 7

TESTING & MAINTENANCE SCHEDULE

Name of work: - Annual Maintenance Contract for Operation & Maintenance includes 24 hours manning of Fire Fighting system, Fire Pumps, Hydrant & Sprinkler system, Water Curtain System, Kitchen Fire Suppression System, Fire Extinguishers, Fire Safety Signage etc. installed at Head Office Building, at Plot No.4, sector 10, Dwarka, New Delhi-110075

- a. **FIRE EXTINGUISHERS** : All the Fire Extinguishers are maintain and install according to Indian Standard 2190:2010 and 15683 and respective India Standards.

1.1 ABC POWDER EXTINGUISHERS

- a) Daily physical checking & cleaning of fire extinguisher by fireman.
- b) Monthly physical checking of the fire extinguisher including cleaning of discharge tube and fire extinguisher checking for safety pin, pressure gauge etc. Minor parts like washer, safety pin/clip, clamps, shifting & clamping shall be included in the maintenance within the contracted value.
- c) Quarterly check and maintenance by the maintenance team of the bidder. Weighing of the fire extinguisher and labeling the same on the maintenance sticker on the extinguisher.
- d) Discharge test of extinguishers (with fire training if possible).as per the instruction of Fire Officer.
- e) Hydro pressure test in every three years or as and when required by the bank. The bidder shall intimate the bank for this testing.

1.2 CO₂ EXTINGUISHER

- a) Daily physical checking & cleaning of fire extinguisher by fireman.
- b) Monthly check of CO₂ Extinguisher, and cleaning of nozzle/tube etc. Also visual check of hose, Clamp, horn valve, safety pin, Trolley & wheels. Minor parts like washer, safety pin/clip, clamps, shifting & clamping, nut bolts, operating wheel shall be included in the maintenance part within the contracted value.
- c) Quarterly check and maintenance of FEs (ii) by the maintenance team of the bidder. Weighing of the fire extinguisher and labeling the same on the maintenance sticker on the extinguisher.
- d) Half-yearly test with short blast discharge.
- e) Complete discharge test (in fire training if possible) as per the instruction of Fire Officer.
- f) Five yearly pressure testing of valve, cylinder etc (Hydro testing) for which the The bidder will intimate the bank.

1.3 Mechanical Foam Extinguishers

- a) Daily physical checking & cleaning of fire extinguisher by fireman.
- b) Monthly check of Extinguisher, and cleaning of nozzle, vent & port holes, discharge tube, safety clamp/pin. Also visual check of hose, Clamp, horn valve, safety pin, operating parts. Minor parts like washer, safety pin/clip, clamps, shifting & clamping, nut bolts, operating wheel shall be included in the maintenance within the contracted value.
- c) Quarterly check and maintenance by the maintenance team of the bidder. Weighing of the fire extinguisher & Cartridge and labeling the same on the maintenance sticker on the extinguisher.
- d) Complete discharge test (with fire training if possible) as per the instruction of Fire Officer.
- e) Hydro testing in every 03 years.

1.5 Clean Agent Fire Extinguisher

- a) Daily physical checking & cleaning of fire extinguisher by fireman.
- b) Monthly check of Extinguisher, and cleaning of horn, discharge tube, safety clamp/pin. Also visual check of hose, Clamp, horn valve, safety pin, operating parts. Minor parts like washer, safety pin/clip, horn, clamps, shifting & clamping, nut bolts, shall be included in the maintenance within the contracted value.
- c) Quarterly check and maintenance by the maintenance team of the bidder. Weighing of the fire extinguisher and labeling the same on the maintenance sticker on the extinguisher.
- d) Complete discharge test (in fire training if possible) as per the instruction of Fire Officer.
- e) Hydro testing in every 05 years for which The bidder will assist the bank for this testing.

b. HYDRANT & WET RISER SYSTEM Monthly Maintenance/Test Tasks for Hydrant system

- a) Visual Checking of all the hydrant, landing valves, hose reels, by fireman in every shift.
- b) Checking of Washers, valve, lugs, wheel, Check nuts gas-kit of the hydrant landing valve and female coupling of hydrant and delivery hose by turn, 2 or more hydrants per week so that all hydrant points cover in a month.
- c) Checking of sluice valve, butterfly valve by operating the same. Greasing and Non Return Valve (NRV) for holding the pressure.
- d) Cleaning and Grease sluice valve, NRV, foot valve and hydrant valve.
- e) Check the location for any leakage or damage in hydrant and sprinkler

- lines/wet riser system.
- f) Cleaning/powdering the deliver hose, brasso (cleaning) of coupling, cleaning and maintenance of lugs, replacing the defected parts like gaskets, washers lugs, springs etc.
 - g) Check the location of leakage in hose reel and hose reel drum if any and rectify it.
 - h) Open the hose reel system for checking cracks, water flow and operation. Monthly test of Hose Reel, Hydrant control valve, outlets, with actual discharge test with water, the length of jet to be 6 mtrs.
 - i) Monthly discharge test from at least one external hydrant and one internal hydrant (Preferably from ground floor or roof top) by attaching single length of fire hose, with nozzle. To check automatic starting of pump with hydrant operation.
 - j) Grease the joints, opening /closing of shut off nozzle and hose reel drum for correct operation and rotation.
 - k) Check the Ball/Gate valve operation of hose reel system.
 - l) Checking of all valves (especially the main stop valve and alarm bell isolating valve) in the correct position.
 - m) Check action of hydraulic alarm bell (gong bell) for its correct operation.
 - n) Monthly flushing of Sprinkler pipe line and visual checking of all the sprinkler heads.
 - o) Checking of all pressure gauges in fire system and yearly calibration of this pressure gauge includes in the AMC.
 - p) Monthly physical Checking and cleaning of NRVs of Fire Brigade Inlets and Draw out.
 - q) Cost of changing/replacement of minor parts like washers, gasket, lugs, springs, hose reel clamps, grease, oil, brasso shall be included in this maintenance.
 - r) Minor welding work for maintenance of firefighting system shall be the part of the maintenance.

c. SPRINKLER & WATER CURTAIN SYSTEM MAINTENANCE

3.1 Daily:

- a) Checking for leakage from the system and rectification of the same.
- b) Checking that sprinkler heads not obstructed and required clear space between heads and stores good maintained.
- c) Checking of all valves (especially the main stop valve and alarm bell isolating valve) in the correct position. Stop valves secured open.
- d) Checking that all pressure gauges working correctly and showing required correct pressure and actual pressure may be recorded daily.
- e) Check level of water in storage tank.
- f) Check sprinkler heads for fitment.

3.2. Monthly

- a) Dusting and cleaning of the complete system.
- b) Testing of the system.
- c) Check action of hydraulic alarm bell for its correct operation.

3.3 Six monthly

- a) Inspect, test the complete system as per instructions of the bank.
- b) Check spare sprinklers for serviceability.
- c) Check pipe work, hangers and sprinklers heads for corrosion, dust, or foreign material, paint or damage.
- d) Check action of ball valves fitted in storage tanks.
- e) Testing of discharge through sprinkler head.
- f) Water storage tanks (underground and overhead) are to be drained and cleaned as required by the bank.

d. FIRE PUMPS AND CONTROL PANEL (Jockey, Electrical, and Diesel)

4.1 Maintenance /Test Tasks for Pumps

- a) Check motor guards (every day).
- b) Check the alignment of the motor and the pumps (weekly by the Supervisor and as and when required).
- c) Check the gland packing for leakage, and fill the gland packing (leakage from the gland must be arrested immediately).
- d) Monthly Oil/grease the motor and pumps shafts, nut bolts.
- e) Monthly Test automatic start of pumps at pre-set pressure and auto stop of jockey pump at pre-set pressure, Jockey pump to stop automatically when main pumps start.
- f) Run all the pumps at least 15 minutes by discharging the water through 2 outlets simultaneously, one from Terrace and another from ground hydrant.
- g) Setting the pressure according to the requirement of the system.
- h) Test, Check, Clean and set the pressure of pressure switches for correct standard pressure.
- i) Check and cleaning of the electric terminals and the supply cable for any defect.
- j) Check/Test the electric supply panel of main fire pump and provide preventive maintenance for circuit and equipment. (monthly)
- k) Check and cleaning the relays, contactors for proper functioning.(monthly)
- l) All other preventive maintenance required for pumps and panels i.e. cleaning of dust by blower. (monthly)
- m) Starter contacts cleaning every week.
- n) Insulation resistance of pumps motor circuit etc.

- o) Any other instructions as contained in Manufacturers literature for pump and control panels.
- p) B-Check Of Diesel Engine: The bidder will assist in arranging B-Check of diesel engine by authorized service partner of Kirlosker (Once in Six Month) for which cost incl. labour charges will be born by the vendor. (cost of two numbers of B-check shall be born by the vendor)
- q) The The bidder shall check and maintained the system as per IS 3844 for hydrant and pumping system as per the instructions of Bank Officials.

e. FIRE WATER TANK

- a. Half yearly cleaning of two tanks of 1 lakh litre capacity in pump house basement of the building. The cost of removal of debris, mud or sand from the building will be born by the bidder.
- b. The bidder shall also maintain the log book of the system mention above on weekly biases.(i.e. Equipments check/status lists.)
- c. The bidder shall also maintain any other Fire-fighting & protection system installed or to be installed in the building as per latest standards.
- d. The following performances are expected to be achieved during the monthly/quarterly/annual Test etc. for different extinguishers/equipments etc. For monthly/quarterly/half yearly/annually checking proper record will be maintained by fire supervision provider in the bank.
- e. The above are general check-lists and test requirements etc. The bidder shall be bound to undertake any other check/test which is considered necessary for efficient functioning of equipment/systems, whether included in above schedule or not. Bidder shall not claim any extra charge for such work, which must be included in the overall contracted fees.

Fire Detection & Alarm System and PA system

- a. Daily Operation & Monitoring & testing of FDAS and PA system installed at the Building. Regular testing and in case of any breakdowns/ faults, inform to M/s Honeywell and follow up. Necessary record keeping and reporting to Officer Incharge.

Gas Suppression System in Server Room

- a) Monitoring & Operation of Gas suppression System installed in the building. Weekly testing of Gas Release Panels, Solenoid Valves and other call

points.

- b) Shift wise pressure monitoring of Gas cylinder.
- c) Periodic Maintenance of the system as per guidelines.
- d) Rectification of faults of system, if any required.

Kitchen Suppression System

- a) Monitoring and Operation of Kitchen Suppression System.
- b) Periodic Maintenance of the system. Weekly cleaning of nozzles and accessories.
- c) Checking of status of extinguishing media. Other check-up as per OEM recommendations.
- d) Rectification of faults of system, if any required.

LPG Gas Detection System

- a) Monitoring, testing and operation of the System.
- b) Periodic Maintenance of the system and rectification of faults, if any required.

Gas Detection System and Fire Safety System at Gas Generators Rooms

- a) Monitoring, testing and operation of the System.
- b) Periodic Maintenance of the system and rectification of faults, if any required.

Annexure 8**LIST OF EQUIPMENTS**

The equipment list is tentative and may vary to any extent.

Any other fire equipment such as panel, extinguishers, hydrant, pumps etc. may be installed/added in the Bank building from time to time.

The quantity of materials mentioned in the list is tentative. Any material/equipment related to fire alarm and fire-fighting system etc. installed or proposed to be installed by the bank shall also be part of this contract and the bidder has to maintain the same in terms of the scope of contract and no extra payment shall be paid on this account.

LIST OF EQUIPMENT/MATERIAL

SLNO	DESCRIPTION OF EQUIPMENT	QUANTITY
1	Electrical Driven Fire pumps.	One Hydrant Pump (2280 lpm), One Sprinkler Pump (2280 lpm) 2 Jockey Pumps (280 lpm)
2	Diesel Pump	One Kirloskar Diesel engine (79 HP) One Pump(2280 lpm)
4	Main electrical control panel for fire pump	One
5	Fire Tanks	Underground- 2 Nos (total 2 Lakh Capacity) Overhead- 1 No (25 KL)
7	Risers	2 Hydrant Risers, 2 Sprinkler Risers
9	Yard Hydrants	16 Nos
10	Fire Hydrant Cabinet	59 Nos
11	Sprinkler System	3 basement, Ground and Five floors
12	Water Curtain System	Provided in all the three basements
22	Fire Extinguishers	Foam 9 ltr- 111, Foam 50 ltr-10, CO2 type- 75, ABC type- 142, CO2 22.5 Kg type- 3
26	Fire Suppression for electric panels	3 Co2 cylinders (4.5 Kg) with weight monitoring machines and tube networks
28	Pressurization system	12 Fans
29	Ventilation Fans	30 Fans
30	Floor smoke ventilation system	30 Fans
31	Fire Detection & Alarm System	Addressable Smoke Detection System,

	and PA System	PA system (Make: Notifier)
32	Gas Suppression System (Novec)	Two cylinders of Novec Gas, one Gas release panel and its accessories
33	CNG Gas Leak Detection System	Installed in Kitchen at Ground Floor and Gas genset room basement
34	Kitchen Suppression System	Installed in Kitchen at Ground Floor

The quantity of materials mentioned in the list is tentative. Any material/equipment related to fire alarm and fire-fighting system etc. installed or proposed to be installed by the bank shall also be part of this contract and contractor has to maintain the same in term of the scope of contract and no extra payment shall be paid on this account. The scope work includes all three basements+ ground + 5 floors at Sector-10, Dwarka, New Delhi.

Annexure-9

ARTICLE OF AGREEMENT

This agreement is made at New Delhi on..... day of2022.

BETWEEN

Punjab National Bank, a body corporate constituted under the Banking Companies (Acquisition and transfer of Undertaking Act) 1970 having its Head office at **Plot - 4, Sector 10, Dwarka, New Delhi-110 075**, and amongst other one of its office named Security Division which expression shall, unless repugnant to the context deemed to mean and include its successors and assigns (herein after referred to as "**The Bank/PNB**" which expression of the One Part).

AND

M/sthrough Shriauthorized signatory (Hereinafter called the "**Vendor**" which expression shall unless repugnant to the subject, context or meaning thereof be deemed to mean and include its successors) of the Other Part.

The PNB and the Vendor are hereinafter collectively referred to as the 'Parties'.

Whereas PNB has invited open tender, for **Operation & Maintenance for Fire Fighting Systems at PNB Corporate Office, Plot No.4, Sector-10, Dwarka, New Delhi**. Copy of Tender is annexed as **Annexure -A**.

Whereas the Vendor has successfully submitted the tenders and declared as successful bidder.

Whereas Bank has accepted the Tender submitted by the vendor **Operation & Maintenance of Fighting Systems at Corporate Office Building of Punjab National Bank at Dwarka** as required by the Bank.

Whereas the vendor and the bank desire to enter into this agreement setting forth the terms and conditions governing **for Operation & Maintenance of Fighting Systems at Corporate Office Building of Punjab National Bank at Dwarka**.

NOW IN CONSIDERATION OF THE FOREGOING IT IS HEREBY AGREED AS FOLLOWS:

1. The Vendor shall, provide services for Operation & Maintenance of **Fighting Systems at Corporate Office Building of Punjab National Bank at Dwarka** as per the general terms and conditions, special conditions and scope of work as given in **Tender Document - Annexure-A**

2. Validity of the contract will be for a period of one year from the date of award of Contract i.e. fromto Bank shall pay the successful bidder such sums as shall become payable hereunder at the time & in the manner specified in the agreement i.e. monthly payment of Rs...../- + GST shall be made after verification of the work to the entire satisfaction of the bank.

3. The following letters/tender documents and all terms & conditions of tender document shall also forming part of this agreement:

- a. Letter/tender No. /..... dated Notice Inviting Tender consisting of Technical and Commercial bids.
- b. Bank award letter dated-----
- c. Acceptance letter.
- d. Other letter / documents (correspondences made between Bank and successful bidder).

4. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in New Delhi and only the courts in New Delhi shall have Jurisdiction to determine the same.

5. The several parts of this contract have been read by us and fully understood by us. This agreement has been entered into on the basis of and contains all the conditions referred to in

IN WITNESS WHEREOF, the parties have set out their hands on the day, month and year mentioned above.

CONTRACTOR

BANK

Witness:-

Address:-

Witness:-

Address:-

Annexure-10

Letter Head of Statutory Auditor/ Cost Auditor of Company (in case of companies) or practicing cost accountant or practicing chartered accountant (in respect of service providers other than companies)

Reg: Certification regarding the local content.

We hereby certify that the local content percentage 95) in the services offered at various storage centres across India by M/s..... having registered office in India at..... against tender No. floated by Punjab National Bank for selection of document storage centre service providers is in line with definition of minimum local content as prescribed for class-I local supplier as per DPIIT vide OM P-45021/2/2017-PP (BE-II) dated 16.09.2020 issued the Public Procurement (Preference to Make in India) Order 2017-revision.

M/s..... is Class-I Local Supplier and local content percentage is.....%.

Signature & Seal of Certifying Agency/ Auditor/ Account

Name-

Membership/ Registration No-

UDIN Number-

Date-

Annexure-11**Commercial Bid**

This is only the specimen of Commercial Bid to be filled only on E-Tendering Portal.

S. No	Description of work	Unit	Qty	Rate* per month	Total Amount* (for a year)
1.	<p>Annual Maintenance Contract for Operation & Maintenance including 24 hours manning of Fire Fighting system, Fire Pumps, Hydrant & Sprinkler system, Water Curtain System, Kitchen Fire Suppression System, Fire Extinguishers, Fire Signage etc. Further, operation, monitoring and testing of Fire Detection & Alarm System and PA system of the building. The operation & maintenance services including staff deployment (one supervisor in general shift and two firemen round the clock), obtaining of renewal of fire NOC from Delhi Fire Service will be as work of scope, list of equipment, maintenance schedule, agreement, terms & conditions of tender document.</p> <p>Amount must be quoted by bidder inclusive wages to staff & mandatory statutory employer contribution, testing & maintenance, other overhead expenses for tools, apparatus, PPEs, B-check of DG engine, other overhead expenses as per work scope of the tender document) (Rates must be quoted without GST)</p>	Month	12		
Total in Figures (INR) (Without GST)					
Total in words (INR):(Without GST)					

* In case of discrepancy between unit price and total, the unit price shall prevail.

Very Important: All Interested eligible Bidders are advised to physical visit/survey at site before submission of the bids.