

## **PUNJAB NATIONAL BANK**

### **Invites**

**Online Tender from The Lift Manufacturers who are in CPWD approved list in category 'A' Class of lift.**

- i) M/s OTIS Elevator Company India Ltd.
- ii) M/s Kone Elevator India Pvt. Ltd.
- iii) M/s Johnson Lifts Pvt. Ltd.
- iv) M/s Schindler India Pvt. Ltd.
- v) M/s Mitsubishi Elevators.

### **for Carrying out**

Supply and Installation of 8 persons Lift as per ISO-9001:2015 & Testing and commissioning of heavy duty / latest technology without machine room, gear less and Comprehensive AMC for Five Years at (G+3) Punjab National Bank, Zonal Office Building situated at Plot No 10, DSC, Ranjit Avenue, Amritsar-143001

**Punjab National Bank,  
Zonal Office, Plot No. 10, District Shopping Centre, Ranjit Avenue, B-Block,  
Amritsar-143001.**

#### **Contact Person Detail:**

Name: Jyoti Sawaroop  
Designation: Chief Manager  
Mobile: 9541662950  
e-mail: [zoasrgad@pnb.co.in](mailto:zoasrgad@pnb.co.in)

#### **Architect Detail:**

Raj Kumar & Associates  
Mobile: 98140-55667

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THE TENDER DOCUMENT CONSISTS OF 55 (Fifty-Five) PAGES ONLY.

## **NOTICE INVITING TENDER**

1. Online tenders are invited on behalf of Punjab National Bank from The Lift Manufacturers who are in CPWD approved list in category 'A' Class of lift.

- i) M/s OTIS Elevator Company India Ltd.
- ii) M/s Kone Elevator India Pvt. Ltd.
- iii) M/s Johnson Lifts Pvt. Ltd.
- iv) M/s Schindler India Pvt. Ltd.
- v) M/s Mitsubishi Elevators.

for **“Supply and Installation of 8 persons Lift as per ISO-9001:2015 & Testing and commissioning of heavy duty/ latest technology without machine room, gear less and Comprehensive AMC for Five Years at (G+3) Punjab National Bank, Zonal Office Building situated at Plot No 10, DSC, Ranjit Avenue, Amritsar-143001.”**

Tender schedule will be as under:

1.	Tender Reference	<b>NIT / PNB / GSAD / ZOASR / 01 / 2022</b>
2.	Date of commencement of Tender download	20-07-2022 from 10:00 hrs
3.	Last date and time for acceptance of queries	01-08-2022 till 16:00 hrs
4.	Date & time of Pre-bid meeting	29-07-2022 at 12:00 hrs
5.	Last date and time for downloading tender	03.08.2022 up to 16:00 hrs
6.	Last date and time for Bid preparation and Hash Submission	03-08-2022 up to 16:00 hrs
7.	Last Date for Bid Submission and Bid re-encryption	04-08-2022 till 16:00 hrs
8.	Date and Time of Opening of Technical cum Eligibility Bid	04-08-2022 from 17:00 hrs
9.	Cost of Tender Document	Rs. 1180/- (non-refundable i/c GST @18%) in the form of Demand Draft in favour of Punjab National Bank payable at Amritsar
10.	Earnest Money Deposit	Rs. 30,000/- (Rupees Thirty Thousand only) by crossed Demand Draft from scheduled commercial bank, payable at Amritsar and drawn in favour of Punjab National Bank , Zonal Office, Amritsar and to be submitted with Envelope-I.
11.	Validity of Tender	90 days
12.	Estimated Cost of Project	Rs15,00,000/- i/c of all taxes (Rs. <u>Fifteen Lakh</u> only)
13.	Time of Completion	90 Days from award of work.

14.	Place of Physical Bid submission & Opening of Bids	Punjab National Bank, GSAD, 1st Floor, Plot NO 10, District Shopping Complex, Ranjit Avenue, Amritsar-143001
15.	Contact Person	Chief Manager (Designation) Name: Jyoti Sawaroop Email <a href="mailto:zoasrgad@pnb.co.in">zoasrgad@pnb.co.in</a>

Bank will be following the e-procurement process. The complete details of the requirements for participation in the e-procurement process of the Bank are available on the website <https://etender.pnbnet.in> which may be referred for details & clarification. It is mandatory for the bidder to get itself registered on Bank's website for submission of online bids.

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 published on Bank's website ([www.pnbindia.in](http://www.pnbindia.in) & <https://etender.pnbnet.in>) wherever feasible. Further, please note that commercial bid opening date and time will be intimated to the technically qualified bidders at a later date.

2. Online tenders are invited on item rate basis on behalf of Punjab National Bank from The Lift Manufacturers who are in CPWD approved list in category 'A' Class of lift for **Supply and Installation of 8 persons Lift as per ISO-9001:2015 & Testing and commissioning of heavy duty/ latest technology without machine room, gear less and Comprehensive AMC for Five Years at (G+3) Punjab National Bank, Zonal Office Building situated at Plot No 10, DSC, Ranjit Avenue, Amritsar-143001** against Payment of Rs. 1180/- (non-refundable towards cost of tender and i/c GST @ 18%), in two envelope system containing (1) Technical Bid (2) Commercial bid. Tender purchase fee of Rs. (1180/-i/c GST@18%) may be submitted in form of demand draft in a separate envelope with **EMD**. Commercial bid shall be submitted online.

3. The Bidders intending to participate in this tender are required to get enrolled on the Bank's website i.e. <https://etender.pnbnet.in> Enrolment on the above mentioned website is mandatory.

4. As the bids of the Bidders have to be digitally signed by the Electronic/Digital Signature of the respective Bidder before submitting the bids online, the bidders are advised to obtain Electronic/Digital Signature Certificates (Class III & above both encryption & Signing) in order to bid for the tender.

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

6. All the bidders are required to submit Demand Draft in favour of Punjab National Bank, A m r i t s a r of Rs. (1180/-) towards the cost of tender document and EMD of Rs. 30,000/- by 04.08.2022 till 17:00 hrs, failing which, the bids shall be summarily rejected.

7. Bidders may submit their queries regarding any technical clarification before 01-08-2022 up to 16:00 Hrs. No queries shall be entertained after last date fixed for acceptance of queries.

8. Pre-bid meeting is scheduled on 29.07.2022 at 12:00 hrs. Intending bidders who are willing to participate in the tendering process may attend the Pre-Bid meeting at scheduled time.

9. Clarifications of Bank on RFP may be downloaded from the "Corrigendum / Addendums" section of the above mentioned portal up to 16:00 hrs. on 03.08.2022 after clarification on queries. No deviation on the above shall be entertained by the Bank thereafter.

10. Based on the clarification of conditions by the Bank, an intending bidder shall submit its unconditional acceptance on the prescribed format along with tender document.

11. Price bid of only those bidders shall be opened who submit their tender in line with requirements of tender documents and are acceptable to the Bank and the bidder who do not submit the EMD & tender fee in the form of Bank draft, as the case may be, their tenders shall be summarily rejected.

12. First Tender Fee & E.M.D. Envelope shall be opened, and if the hard copy of the same is received on time i.e. up to 17:00 Hrs on 04.08.2022 only then technical bid shall be opened online. Hard copy i.e. the Demand Draft in favour of Punjab National Bank for an amount of Rs.30,000/- towards EMD and Tender Fee amount of Rs.1180/- is to be submitted physically by the bidder in the office of the **(Punjab National Bank, Plot NO 10, DSC, Ranjit Avenue, Amritsar)** on or before 17:00 Hrs on 04.08.2022.

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

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

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

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

17. For any further information/Queries please contact Jyoti Sawaroop, Chief Manager, Mobile No 9541662950 or Architect Shri Raj Kumar Mobile No 9814055667.

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

19. 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.

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

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

22. Firms registered under MSEs would be exempted from submission of tender Cost / Fee and from payment of EMD. Documentary evidence for the said exemption to be submitted along with the Bid.

**Chief Manager**

## **PURPOSE OF TENDER**

Bank intends to take up Supply and Installation of 8 persons Lift as per ISO-9001:2015 & Testing and commissioning of heavy duty/ latest technology without machine room, gear less and Comprehensive AMC for Five Years at (G+3) Punjab National Bank, Zonal Office Building situated at Plot No 10, DSC, Ranjit Avenue, Amritsar-143001 as per details given in schedule of quantities/tender documents.

### **ELIGIBILITY CRITERIA**

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

2. This invitation of bids is open to all intending, bonafide & experienced **who are in CPWD approved list in category 'A' Class of lift.**

3. The bidder 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 OM P-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.

4. **Verification of "local content":** The "Class-I local supplier" with the bid document shall be required to submit self-certification the bidder meets the local content requirement for "Class-I local supplier".

5. Firms registered under MSEs would be exempted from submission of tender Cost/Fee and from payment of EMD. Documentary evidence for the said exemption to be submitted along with the Bid.

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

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

8. 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 found not qualified to satisfactorily execute the requirements of the project and no communication shall be entertained in this regard in future.



**LETTER SUBMITTING TENDER**  
**(To be submitted in the letter head of the bidder)**

**The Asst. General Manager  
Punjab National Bank  
Zonal Office, Amritsar**

**Dear Sir,**

**Reg: Supply and Installation of 8 persons Lift as per ISO-9001:2015 & Testing and commissioning of heavy duty/ latest technology without machine room, gear less and Comprehensive AMC for Five Years at (G+3) Punjab National Bank, Zonal Office Building situated at Plot No 10, DSC, Ranjit Avenue, Amritsar-143001.**

1. Having visited the site and examined the drawings, 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, we offer to complete and maintain the whole of the said works in conformity with the said drawings, conditions of contract, specifications, schedules and bill of quantities for the sum stated in bill of quantities of this Tender Document No.....or such other sum as may be ascertained in accordance with the said conditions of contract.

2. We undertake to complete and deliver the whole of the works comprised in the contract within the stipulated time stated in the tender.

3. We have independently considered the amount of liquidated damages shown in the Appendix to form of tender hereto and agree that it represents a fair estimate of the loss likely to be suffered, by you in the event of the works not being completed in time.

4. We agree to abide by this tender for the period of 90 days from opening of Price Bid/Commercial Bid or extension there of as required by the Bank from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

5. We confirm that the period and rates as referred in the agreement or general conditions of contract are given or summarized in the tender, to which we give our consent and agree to abide by the same.

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

7. We understand that you are not bound to accept the lowest or any tender you may receive and may reject all or any tender, accept or entrust the entire work to the Contractor without assigning any reason or giving any explanation whatsoever.

8. I/we have deposited Earnest Money **(Rs. 30,000/-)** by demand draft which amount is not to bear any interest. I/we do hereby agree that this sum shall be forfeited by you in the event our tender is accepted and 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 \_\_\_\_\_ P.M.

**LETTER OF TRANSMITTAL**  
**(To be submitted on letter head of the Bidder)**

**The Asst. General manager**  
**Punjab National Bank,**  
**Zonal Office, Amritsar**

**Dear Sir,**

**Reg: Supply and Installation of 8 persons Lift as per ISO-9001:2015 & Testing and commissioning of heavy duty/ latest technology without machine room, gear less and Comprehensive AMC for Five Years at (G+3) Punjab National Bank, Zonal Office Building situated at Plot No 10, DSC, Ranjit Avenue, Amritsar-143001.**

Having examined the details given in Press advertisement and tender document No... for the above work, I/we hereby submit the relevant information.

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

<b>S No</b>	<b>Name of the Work</b>	<b>Value of Work</b>	<b>Date of Completion</b>	<b>Certificate issued by</b>

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

Enclosures:

Date of submission

**SIGNATURE(S) OF APPLICANT(S)**

**Seal of applicant**

## APPENDIX TO FORM OF TENDER

1	Defects Liability period	12 Months from date of virtual completion of work. Virtual completion of the project will be certified and recorded by Bank/Site Engineer.
2	Date of Commencement	Date of start of work shall be reckoned from 7 <sup>th</sup> day of issue of award letter.
3	Time of completion	<u>90</u> days from the date of commencement of work.
4	Period of Final Measurements	1 (One) months from the Date of Virtual Completion.
5	Liquidated Damages	1.0% of the contract amount per week subject to the ceiling of 10% of accepted contracted sum.
6	Total Security Deposit	10% of the contract amount
7	Retention Percentage	8% of the gross value of each interim bill with maximum of balance amount of the Total Security Deposit
8	Period of Honouring Certificate	15 days from date of receipt of certificate from the Site Engineer /Bank
9	Refund of total Security Deposit	<p>The Retention amount will be refunded to the Contractor within 30 days after end of the defect liability period without any interest. Provided he has satisfactorily carried out all the works attended to all defects in accordance with the conditions of the Contract, including the site clearance.</p> <p>After completion of work, retention money can be refunded after obtaining a Bank Guarantee of equivalent amount for a time period till the end of defect liability period plus claim period. Bank Guarantee should be from any Scheduled Commercial Bank other than Punjab National Bank. Claim period would be considered as mentioned on Bank Guarantee or 03 Months after the end of defect liability whichever is later.</p>

## **BIDDER'S INFORMATION**

1. Name
2. Constitution
3. Address
4. Names & Addresses of the Proprietor/Partners/Directors, as applicable
5. Name of Contact Person(s) with their Mobile Numbers
6. Office Telephone, Fax, e-mail
7. PAN No.
8. GST No.
9. Manpower Employed

## ARTICLES OF AGREEMENT

### AGREEMENT

This agreement is made at ..... on..... Day of..... 20.... between

Punjab National Bank, a body corporate constituted under the Banking Companies (Acquisition and transfer of Undertaking Act 1970) having its Corporate office at Plot No. 4, Sector 10, Dwarka, New Delhi – 110075 and its General Services & Administration Division (Hereinafter referred to as "The Bank " which expression shall be deemed to mean and include its successors, administrators and permitted assigns) of the one part & ..... (herein after called "the Successful Bidder/Contractor" which expression shall be deemed to mean and include its successors, administrators and permitted assigns) of the other part.

WHEREAS the Bank is desirous of executing work of Supply and Installation of 8 persons Lift as per ISO-9001:2015 & Testing and commissioning of heavy duty/ latest technology without machine room, gear less and Comprehensive AMC for Five Years at (G+3) Punjab National Bank, Zonal Office Building situated at Plot No 10, DSC, Ranjit Avenue, Amritsar-143001 and has by letter of acceptance dated.....accepted a tender by the Contractor for the execution, completion & maintenance of such work.

After discussion, the Bank and the bidder agree to enter into this agreement on the terms and condition set out hereunder:

#### **NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the said conditions of contract hereinafter referred to:
2. The following documents, terms and conditions contained therein shall form and construe as integral part and parcel of this agreement and be read as part and parcel of this agreement, viz.
  - a. Original tender document duly signed and stamped on each page by the authorised signatory of the bidder;
  - b. Relevant correspondence letters / communications forming parts of contract and referred to in acceptance letter;
  - c. Acceptance of Award of Work;
  - d. Bill of quantities ;
  - e. Corrigendum/Addendums (if published) ; and
  - f. Other additional documents as may be required.
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies the latest documents issued by the Bank shall prevail over the earlier documents.
4. In consideration of payment to be made by the Bank to the successful bidder as hereinafter mentioned, the successful bidder hereby covenants with the Bank to perform execute, complete and maintain the work in due respects and in conformity with the provision of the contract and tender documents.

5. The Bank hereby covenants to pay the Contractor/successful Bidder in consideration of the execution, completion of the work such sums as shall become payable hereunder at the time(s) and in the manner prescribed in the said conditions and price schedule of quantities / bill of quantities prescribed in the contract.

6. All disputes or differences whatsoever arising between the parties shall be settled amicably. If parties are not able to solve amicably, the same shall be settled by arbitration by a sole Arbitrator to be nominated by the competent authority of Punjab National Bank in accordance with Arbitration and Conciliation Act 1996 and the Rules and Regulations framed thereunder, as may be amended from time to time. The award made in pursuance thereof shall be binding on the parties.. Venue of arbitration shall be at ..... and the language shall be English. The Parties to the arbitration shall bear their own costs. The Arbitrator shall give a reasoned award.

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

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

#### SIGNED AND SEALED AND DELIVERED BY THE

Said

Said

(Name)

(Name)

on behalf of the Contractor

on behalf of the Bank

In the presence of

In the presence of

Name:

Name

Address:

Address:

This form is included in the tender documents only for the information of the bidders. Only the successful bidder will be in due course, required to complete the form.

Witness 2:

(Name & Address)

## **GENERAL CONDITIONS OF CONTRACT (GCC)**

### **1. INTERPRETATION**

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

i. Employer: The term employer shall denote Punjab National Bank with their Head Office at Plot No. 4, Sector 10, Dwarka, New Delhi – 110075, and any of its employees or representative authorized to act on its behalf.

ii. The Bank: The term Bank shall mean Punjab National Bank, the Employer.

iii. Contractor: The term Contractor shall mean M/S \_\_\_\_\_ (name and address of the Contractor) and his/their heirs, legal representatives assigns and successors.

iv. Site: The site shall mean the site (.....) where the works are to be executed as shown within boundary on the Site Plan including any building and erections thereon allotted by the employer for the Contractor's use.

v. Specifications: The work is to be carried out by the Contractor in accordance with specifications, the schedule of quantities and any other instruction, which may be given by the Employer from time to time during the execution of the work.

vi. The Contractor shall ask in writing for all clarifications on matters occurring anywhere in specifications and schedule of quantities or to additional instructions at least ten (10) days ahead of the time when it is required for implementations so as to enable the Employer to give a decision thereon.

vii. "The Work" shall mean the work or works to be executed or done under this contract.

viii. "Act of Insolvency" shall mean any act as such as defined by the Presidency Towns Insolvency Act or Provincial Insolvency Act or any Amending Statutes.

ix. "The Schedule of Quantities" shall mean the schedule of quantities as specified and forming part of this contract.

x. Order of precedence for any ambiguity in the schedule of quantities, general conditions, special conditions, specifications for the Contractor shall be as per the decision of the Employer and the same will be binding on the Contractor, and shall be read as under in the decreasing order of importance.

- a) Schedule of Quantities.
- b) Special Conditions

- c) General Conditions.
- d) Standard (Technical) Specifications of Contract.
- e) C.P.W.D specifications.
- f) Bureau of Indian Standards specifications.
- g) State P.W.D./General Engineering Practice.

Any ambiguity observed shall be brought to the notice of Employer and shall be executed only after obtaining approval from the Employer. In case of any ambiguity between the above, the most stringent one shall follow.

## **2. SCOPE OF WORK**

Supply and Installation of 8 persons Lift as per ISO-9001:2015 & Testing and commissioning of heavy duty/ latest technology without machine room, gear less and Comprehensive AMC for Five Years at (G+3) Punjab National Bank, Zonal Office Building situated at Plot No 10, DSC, Ranjit Avenue, Amritsar.

## **3. VISIT OF SITE**

Intending Bidder shall visit the site and make himself thoroughly acquainted with the local site conditions, nature and requirements of the works, facilities of transport conditions, effective labour and materials, accesses and storage for materials and removal of rubbish. The Bidder shall provide in their bid for cost of carriage, freight and other charges as also for any special difficulties and including police restriction for transport etc. for proper execution of work as indicated in drawings. The successful Bidder will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site conditions which existed before the commencement of the work or which in the opinion of the Employer might be deemed to have reasonably been inferred to be so existing before commencement of work.

## **4. TENDERS**

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

- i. The rates column to be filled.
- ii. The employer reserves the right to reject the lowest or any tender.

The Bank reserves the right to accept the tender in full or in part and the bidder shall have no claim for revision of rate or other conditions if his tender is accepted in parts.

The bidders should note that the tender is strictly on item rate basis and their attention is drawn to the fact that the rates for each and every item should be correctly worked out and self-supporting. The Employer may call upon a bidder for the detailed analysis of any or all of the rates shall be quoted/submitted by the Contractor. The Employer shall not be bound to recognize the Contractor's analysis.

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

## **5. CONTACTING THE BANK**

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



## **6. CLARIFICATIONS OF BIDS**

The Bank to assist itself in the examination, evaluation and comparison of bids may, at its discretion, ask any bidder for a clarification. The response should be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

## **7. AMENDMENT OF BIDDING DOCUMENTS**

At any time prior to the last Date and Time for submission of bids, the Bank at its sole discretion may, for any reason, modify the Bidding Documents through amendments. All amendments shall be uploaded on the Bank's websites ([www.pnbindia.in](http://www.pnbindia.in) and <https://etender.pnbnet.in>) and shall be binding on all who are interested in bidding.

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

## **8. MODIFICATION AND WITHDRAWAL OF BID BY THE TENDERER**

8.1. Modification of the submitted bid shall be allowed on-line and the bidder may modify and resubmit the bid on-line only before the deadline of Bid Hash Preparation. For modification of e-bid, bidder has to rework and upload/resubmit digitally signed modified bid on bank's e-tendering portal i.e. <https://etender.pnbnet.in>.

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

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

a) If the request of withdrawal is received before fixing the date for opening of price bid, the EARNEST MONEY DEPOSIT submitted by bidder will be forfeited and bidder will be debarred for 6 months from participating in tenders in Punjab National Bank. The price bid of remaining technically qualified bidders will be opened and the tender process shall go on.

b) If the request of withdrawal is received after fixing the date for opening of price bid, the EARNEST MONEY DEPOSIT submitted by bidder will be forfeited and bidder will be debarred for 1 year from participating in tenders in Punjab National Bank. 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-tendering shall be done.**

## **9. AGREEMENT**

The successful Contractor may be required to sign agreement as may be drawn up to suit local conditions and shall pay for all stamps and legal expenses, incidental thereto.

#### **10. RELATIONSHIP BETWEEN PARTIES:**

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

#### **11. PUBLICITY**

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

#### **12. NON-EXCLUSIVITY:**

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

#### **13. GOVERNMENT AND LOCAL RULES**

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

#### **14. TAXES AND DUTIES**

The bidders must include in their quoted bid prices all duties, royalties, cesses, labour cess, GST or any other taxes or local charges, as applicable. TDS shall be deducted at source and the certificate in respect of TDS shall be issued by the Bank as per rule. Any variation in taxes and duties and/or imposing any new taxes and duties during currency of contract or extended period shall be borne by the bidder. No claim whatsoever on this account shall be entertained.

#### **15. QUANTITY OF WORK TO BE EXECUTED**

The quantities shown in the schedule of quantities are intended to-cover the entire work but the Employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore and the same shall be binding on the Contractor.

#### **16. OTHER PERSONS ENGAGED BY THE EMPLOYER**

The employer reserves the right to execute any part of the work included in this contract or any work which is not included in this contract by other agency or persons and Contractor shall allow all reasonable facilities and use of his scaffolding for the execution of such work.

#### **17. TOTAL SECURITY DEPOSIT**

The Total Security Deposit on the contract should be 10.00% of the contract amount. Total Security Deposit comprises of the following:

##### **i) Earnest Money Deposit**

The bidder will have to deposit an amount of Rs.30,000/- (Rupees Thirty Thousand Only) in the form of Bank draft / Bank Guarantee from any Scheduled Commercial Bank drawn in favour of Punjab National Bank, Zonal Office, Amritsar at the time of submission of tender as an Earnest Money.

As soon as a party is selected for award of work, EMD of all unsuccessful parties shall be refunded/returned. EMD of successful bidder be kept in sundries account of Bank and shall be returned within 30 days of recording of virtual completion of work. The employer is not liable to pay any interest on the Earnest Money.

##### **ii) Retention Money**

a) The retention percentage (i.e. deduction from the interim bill) shall be 8% of the gross value of each interim bill.

b) The maximum amount of retention money shall be the balance amount of the Total Security Deposit.

c) The retention money will be refunded within 30 days after expiry of defects liability period provided he has satisfactorily carried out all the works, attended to all defects in accordance with the conditions of the Contract, including the site clearance.

d) After completion of work, retention money can be refunded after obtaining a Bank Guarantee of equivalent amount for a time period till the end of defect liability period plus claim period. Bank Guarantee should be from any Scheduled Commercial Bank other than Punjab National Bank. Claim period would be considered as mentioned on Bank Guarantee or 3 months after the end of defect liability whichever is later.

#### **18. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY**

The Contractor shall provide everything necessary for the proper execution of work according to the intent and meaning of schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancies therein, he shall immediately and in writing refer the same to the employer whose decision shall be final and binding.

The rates quoted against individual items will be inclusive of everything necessary to complete the said items of work within the contemplation of the contract and beyond the unit price. No extra payments will be allowed for incidental or contingent work, labour and/or materials inclusive of all taxes and duties whatsoever except for specific taxes, if any, stipulated in the tender documents.

The Contractor shall supply, fix and maintain at his own cost for the execution of work, all tools tackles, machinery and equipment and all the necessary centering, scaffolding,

fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, streets, walls, houses, buildings all other erections, matters and things and Contractor shall take down and remove any or all such centering, scaffolding, planking, timbering, strutting, shoring etc. as occasion shall be required or when ordered to do so and shall fully reinstate and matters and things distributed during the execution of works to the satisfaction of the Employer.

The Contractor shall at all times give access to workers by the Employer or any men employed on the buildings.

## **19. TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS CHART**

### **Time of completion**

The entire work is to be completed in all respects within **90 days** from the workorder date. Time is the essence of the contract and shall be strictly observed by the Contractor.

The work shall not be considered as completed until the Employer have certified in writing that work has been completed and the defects liability period shall commence from the date of such certificate.

### **Extension of Time (Sole Discretion of Bank)**

If, in the opinion of the Employer the works be delayed

- a) By reason of instruction from the employer in consequence of proceedings taken offthreatened by or disputes, with adjoining or neighboring owners or
- b) By the works, or delay, of other contractors or tradesmen engaged or nominated bythe Employer and not referred to in the specification or
- c) By reason of authorized extra and additions or
- d) By reason of any combination of workmen or strikes or lock-out effecting any of thebuilding trades or
- e) From other causes which the employer may consider are beyond the control of the Contractor, the Employer at the completion of the time allowed for the contract, shall make fair & reasonable extension of the time for completion in respect therefore. In the event of the Employer failing to give possession of the site upon the dayspecified above the time of completion shall be extended suitably.

In case of such strikes or lock-outs, as are referred to above, the Contractor shall immediately give the Employer, written notice thereof. Nevertheless, the Contractor shall use his best endeavors all that to prevent delay, and shall do all that may be reasonably required, to the satisfaction of the Employer to proceed with the works and on his doing so that it will be ground of consideration by the Employer for an extension of time as above provided. The decision of Employer as to the period to allow for an extension of time for completion hereunder (Which decision shall be final and binding on the Contractor) shall be promulgated at the conclusion of such strike or lock-out and the employer shall then, in the event of an extension being granted, determine and declare the final completion date. *The provision in clause with respect to payment of liquidated damages shall, in such case, be read and construed as if the extended date fixed by the employer were substituted for and the damage shall be deducted accordingly.*

## **20. Liquidated Damages**

Should the work be not completed to the satisfaction of the Employer within the stipulated period, the Contractor shall be bound to pay to the employer a sum calculated as given below by way of liquidated damages and not as penalty during which the work remains un commenced or unfinished after the expiry of the completion date.

1.0% of the contract amount shown in the tender per week subject to the ceiling of 10.0% of the accepted contracted sum. Any delay beyond this, Punjab National Bank shall be free to terminate the contract and get the work done from an alternate source at the risk of the contractor.

## **21. TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS AND SITE OFFICE REQUIREMENTS**

Storage of materials: The contractor shall maintain proper storage and adequate protection of the materials etc. and other work that may be executed on the site including the tools and materials and remove same on completion.

The contractor should cover in his rates for making provision for all reasonable facilities for the use of his scaffolding, tools and plant etc., for their work and no claims shall be entertained afterwards by the Employer in any case whatsoever.

## **22. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS**

The Contractor shall confirm to the provisions or any acts of the legislature relating to the work, and to the regulations and by-laws of any authorities, and / or any water, lighting and other companies, and / or authorities with whose system the structures were proposed to have renovated and shall before making any variation from the drawings or specifications that may be associated to so confirm, give the Employer written notice, specify the variations proposed to be made and the reasons for making them and apply for instructions thereon. The Employer on receipt of such intimation shall give a decision within a reasonable time.

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

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

## **23. CLEARING SITE AND SETTING OUR WORKS**

The site shall be cleared of all obstructions, loose stone, and materials rubbish of all kinds.

## **24. CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS FROM THE SITE**

The Contractor shall keep the surroundings of work places free from water, debris and excess / waste materials at his own expenses Electrical or other power driven equipment to the satisfaction of the Employer for the purpose, until the site is handed over to the Employer. The Contractor shall arrange for the disposal of the same so accumulated to the satisfaction of the Bank and no claims will be entertained afterwards if he does not include in his rates for the purpose.

## **25. DISMISSAL OF WORKMEN**

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

## **26. ASSIGNMENT**

The whole of the works included in the contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part, share or interest therein nor, shall take a new partner without written consent of the Employer and no subletting shall relieve the Contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

## **27. PROTECTION OF WORKS AND PROPERTY**

The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Punjab National Bank's properties from injury or loss arising in connection with the contract. He/ She shall make good any such damage, injury, loss, except due to causes beyond his control and due to his fault or negligence.

He/ She shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protection of his temporary / permanent / contract employees/workers engaged on the works and shall comply with all applicable provisions of state/central Government and local bodies including all applicable safety laws and building codes to prevent accidents, or injuries to persons or property of about or adjacent to the place of work.

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

The clause shall be held to include inter-alia any damage to buildings whether immediately adjacent or otherwise and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather.

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

## **28. DAMAGE TO PERSONS AND PROPERTY**

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

The clause shall be held to include inter-alia any damage to buildings whether immediately adjacent or otherwise and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The Contractor shall indemnify the Employer and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damage consequent upon such claim.

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

## **29. INSURANCE**

All consignments are to be duly insured up to the destination from warehouse to warehouse at the cost of supplier. The Insurance cover shall be valid till the equipment is handed over duly installed, tested and commissioned.

## **30. ACCOUNTS RECEIPT & VOUCHERS**

The Contractor shall, upon the request of the Employer furnish them with all the invoices, accounts, receipts and other vouchers that they may require in connection with the works under this contract. If the Contractor shall use materials less than what he is required under the contract, the value of the difference in the quantity of the materials he was required to use and that he actually used shall be deducted from his dues. The decision of the Employer shall be final and binding on the Contractor as to the amount of such materials. The Contractor is required to use for any work under this contract.

## **31. PAYMENTS**

The following percentage of contract rates for the various items included in the contract shall be payable against the stage of work show herein.

- 75 % after initial inspection and delivery at site in good condition.
- 15 % after completion of installation in all respect.
- Balance 10% will be paid after testing, commissioning trial run & handing over to the Bank for beneficial use.
- Security Deposit: Security Deposit shall be deducted from each running bill and the final bill to the extent of 10% of the gross amount payable. The EMD shall be adjusted

against this security deposit. The Security deposit shall be released on the expiry of guarantee period/ defect liability period of 12 months in the contract.

- After one year, The AMC for further four years' payment shall be made after completion of the AMC for the respective quarter. The agency should furnish the bills in respect of quarterly AMC charges for providing services under the contract on 2nd of every next quarter.
- TDS will be deducted as applicable.

#### **Rates:**

The rates quoted by the tendered shall be firm and inclusive of all taxes (including works contract taxes), duties and levies, octroi and all charges for packing forwarding, insurance, freight and delivery, installation, testing, commissioning etc at site i/c temporary constructional storage, risks, overhead charges general liabilities/ obligations.

The contractor has to carry out routine & preventive maintenance for 12 months from the date of handing over. Nothing extra shall be paid.

### **32. PREPARATION OF BUILDING WORKS FOR OCCUPATION AND USE ON COMPLETION**

The whole of the work will be thoroughly inspected by the Contractor and deficiencies and defects put right. On completion of such inspection and Contractor shall inform the Employer that he has completed the work and it is ready for inspection.

On completion, the Contractor shall clean all equipment's and does the painting work etc. He will leave the entire installation neat and clean and ready for immediate use and to the satisfaction of the Bank.

### **33. CLEARING SITE ON COMPLETION**

On completion of the works, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workman like condition to the satisfaction of the Employer.

### **34. DEFECTS AFTER COMPLETION**

The defects liability period (D.L.P.) shall commence from the certified date of Virtual Completion issued by the Employer. The Contractor shall make good at his own cost and to the satisfaction of the Employer all defects, other faults which may appear within twelve (12) Months after completion of the work. In default, the Employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damages, losses and expenses shall be recoverable from him by the employer or may be deducted by the Employer, in lieu of such amending and making good by the Contractor, deduct from any money due to the Contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover that balance from the Contractor from the amount retained under clause no. 18 together with any expense the Employer may have incurred in connection therewith.

### **35. CONCEALED WORK**

The Contractor shall give due notice to the Employer whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial,



in default whereof the same shall, at the option of the employer be either open up for measurement at the Contractor's expense or no payment may be made for such materials. Should any dispute or difference arise after the execution of any work as to measurements etc., or other matters which cannot be conveniently tested or checked, the notes of the Employer shall be accepted as correct and binding on the Contractor.

### **36. WATCH AND LIGHTING**

The Contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by Employer for the protection of the works or for the safety and convenience of those employed on the works or the public.

### **37. CONTROL RECORDS**

The under noted record books at the site of work shall be maintained in addition to normal routine requirements by the Contractor at all times which shall be made accessible to the Employer as and when required by it:

- i. Work site order book.
- ii. Instruction by Bank's officers.
- iii. Test registers of other materials / fittings fixtures equipment as stipulated in the tender.
- iv. Register of drawings and working details.
- v. Log book of defects.
- vi. Hindrances register giving details of commencement and removal of each hindrance.
- vii. Dismantled materials account register.
- viii. Specifications of C.P.W.D. & I.S.I. as applicable to the contract.

These registers are required to be signed by the contractor.

### **38. SECURITY ARRANGEMENT**

The following arrangement shall be ensured by the Contractor:

- i. Proper arrangements to keep all records under lock and key.
- ii. Watch and ward and security of materials; and
- iii. Movement of material and stores, shall be through Bank gate pass only.

When the work is completed to the satisfaction of the Employer and handed over to the Bank, the responsibility of proper security arrangement then shall rest with the Bank.

### **39. LABOUR RECORD**

The Contractor shall maintain relevant records and fulfill all conditions and requirements in accordance but not limited to the following applicable Act, Rules and Regulations made there under from time to time:

- i. The payment of Wages Act. b) Employer's Liability Act.
- ii. Workmen's Compensation Act.
- iii. Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971.
- iv. Apprentices Act 1961.
- v. Minimum Wages Act 1948.
- vi. Industrial Disputed Act. 1947.
- vii. Maternity Benefit Act 1961.
- viii. ESI Act.
- ix. Payment of Bonus Act.
- x. Payment of Gratuity Act.

xi. Any other Act or enactment relating thereto and rules framed there under from time to time.

Bank shall not be responsible for any violation by the Contractor on the above mentioned acts/ rules. The Contractor shall be wholly/ solely responsible for any claim in the above referred subjects.

#### **40. HANDING OVER BUILDING / PROJECT WORK TO THE EMPLOYER**

All the handing and taking over report and inventories / statement shall be prepared in quadruplicate. Such reports and inventories shall be signed by:

- i. The Contractor (only the relevant papers).
- ii. The Site Engineer, and
- iii. Competent Authority in the Bank.

The following inventories / statements shall be prepared:

- i. Inventory of all equipments; and
- ii. Information folders & test reports for installations and as built drawings.

The Engineer on behalf of the Employer associated with this operation, shall be apprised of the importance to carry out periodic inspections (at two months interval) for defects not rectified or fresh ones that crop up and issuing notice for their rectification to the concerned Contractors and the final inspection just before the expiry of the defects liability period.

#### **41. SAFETY CODES SCAFFOLDING**

a. Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work which can be done "safely from ladders" when a ladder is used, it shall be of rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450 mm and a maximum rise of 300 mm. Suitable hand hold of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical).

b. Scaffolding or staging more than 4M, above the ground floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly bolted, braced or otherwise secured, at least 1M, above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

c. Working platforms, gangways and stairway shall be so constructed that they do not sag unduly or unequally and if the height of the platform, gangway or stairway is more than 4m, above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described in (ii) above.

d. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1M.

e. Where ever there are open excavations in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.

f. Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9M, in length while the width between side rails in rung ladder shall in no case, be less than 290 mm, for ladder up to and including 3M, in length for longer ladders this width shall be increased at least 20 mm for each additional meter of length.

g. A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to construction.

#### **OTHER SAFETY MEASURES**

a. All personnel of the Contractor working within the site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.

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

c. The Contractor shall at all times be liable to comply with the applicable labour laws relating to the safety of the workers engaged by it. The Employer shall not be liable for

#### **42. IDLE LABOUR**

Whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances by the Employer and the decision of the Employer shall be binding on the Contractor.

#### **43. FORCE MAJEURE**

Any failure or delay by bidder or Bank in performance of its obligations, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of governmental authorities or other events beyond the reasonable control of non- performing Party, is not a default or a ground for termination. Such events may include, but are not restricted to, war or revolution and epidemics. If a force majeure situation arises, the Contractor shall notify within 15 days the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Contractor shall continue to perform its obligation under the contract to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly, and shall seek all alternative means of performance not prevented by the force majeure event.

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

#### **44. SUSPENSIONS**

If the Contractor, except on account of any legal restraint upon the Employer preventing the continuance of the work, abandons, suspends work or in the opinion of the Employer, the Contractor neglects or fails to proceed with due diligence in the performance of his part of the contract, the Employer shall have the power to give notice in writing to the Contractor requiring the work be proceeded within a reasonable manner and with reasonable dispatch, such notices purport to be a notice under this clause.

After such a notice is served upon the Contractor, , the Contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials , and such an obligation shall subsist from the date of such a notice being served until the notice be complied with by the Contractor. If the Contractor fails s to comply with such a notice for a period of 7 (seven) days to proceed with the works as therein prescribed, the Employer may proceed as provided in clause 59 (Termination of contract by Employer).

#### **45. DELINQUENCIES OF CONTRACTORS**

The under noted delinquencies/ defaults/ misconduct/ misdemeanors on the part of bidder or enlisted contract will attract disciplinary action in accordance with the clause 58 mentioned herein below.

- i. Incorrect information about credentials, about his performance, equipment, resources, technical staff etc.
- ii. Non-submission of the fresh/ latest Income Tax Clearance certificate.
- iii. Irregular tendering practice.
- iv. Submission of tender containing for too many arithmetical errors and freak rates.
- iv. Revocation of a tender without any valid reasons.
- v. Tardiness in commencing work.
- vi. Poor organization at site & lack of his personal supervision.
- vii. Ignoring Employer's Notices for replacement/ rectification of rejected materials, workmanship etc.
- viii. Violation of any of the important conditions of contract, i.e. site facilities, insurance, labour laws, ban on subletting etc.
- ix. Lack of promptitude and co-operation in measurement of work and settlement offinal account.
- x. Non-submission of vouchers and proofs of purchase etc.
- xi. Tendency towards putting up - false and untenable claims.
- xii. Tendency towards suspension of work for frivolous reasons.
- xiii. Bad treatment of labour.
- xiv. Bad treatment of Sub-Contractors (piece workers) and un-business like dealingwith suppliers of materials.
- xv. Lack of co-operation with nominated Contractors or Employer's Labour.
- xvi. Contractor becoming Bankrupt or insolvent.
- xvii. Contractor's conviction by any court of law.
- xviii. Failure to satisfactorily rectify defects during Defects Liability period (DLP) and discovery of latent defects in Contractors work after the expiry of DLP of his contract.

#### **46. DISCIPLINARY ACTION AGAINST (DELINQUENCIES OF) CONTRACTOR.**

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

- i. Placing of an embargo on the issue of tenders or temporary suspension from the Employer's approved list.

- ii. Permanent ban on issue of tenders & removal from the Employer's approved list.
- iii. Circulation of the Contractor name to other public Undertaking or Government Department or concerned regulatory authorities of Contractor, if any, for non-entertainment of this publication for contract work.

#### **47. TERMINATION OF CONTRACT BY EMPLOYER**

In the following circumstances/ events, the contract shall be terminated by the Employer:-

- i. If the Contractor being a company goes into liquidation whether voluntary or compulsory; or
- ii. Being a firm, stand dissolved; or
- iii. If the official assignee in insolvency or receiver of the contractor in insolvency, repudiates the contract; or.
- iv. 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 fulfill the contract and if so required by the employer to give reasonable security therefore.
- v. If the contractor:
  - a) Suffers execution to be issued;
  - b) Suffers any payment under this contract to be attached by or on behalf of and of the creditors of the Contractor;
  - c) Assigns, charges or encumbers this contract or any payment due or which become due to the contractor hereunder
  - d) Neglects or fails 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
  - e) Uses improper materials or workmanship in carrying on the works
  - f) In the opinion of the Employer does not exercise such due diligence and make such due progress as would enable the work to be completed within due time agreed upon, and fails 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,
  - g) Breaches any of the conditions of the contract in any of the above said cases or otherwise;
  - h) Any threat is perceived or observed on the security of Bank's data / property out of any action by the staff deployed for monitoring / configuration etc., by service provider.

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).

Further the Employer or his agent, or servant:

- i. may enter upon and take possession of the work and all plants, tools, scaffoldings, sheds, machinery, steam and other power utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property

- ii. may employ the same by means of his own servants and workmen in carrying on and completing the works
- iii. by employing any other Contractors or other persons or person to complete the works and the Contractor shall not in any way interrupt or do any act, matter of thing to prevent or hinder such other Contractors or other persons or persons employed for completing and finishing or using the materials and plants for the works.

When the works stands completed, or as soon thereafter as conveniently may be, the Employer shall give notice in writing to the Contractor to remove his surplus materials and plants, and should the Contractor fail to do so within a period of fourteen (14) days after receipt of the notice by him, the Employer may sell the same by public auction and shall give credit to the Contractor for the amount so released. Any expenses or losses incurred by the Employer in getting the works carried out by other Contractors shall be adjusted against the amount payable to the Contractor by way of selling his tools and plants, or due on account of work carried out by the Contractor prior to engaging other Contractors or against the Security Deposit.

#### **48. DISPUTES AND ARBITRATION:**

All disputes or differences, whatsoever, arising between the parties out of or in relation to the terms and conditions, meaning and operation or effect of this Agreement or breach thereof shall be settled amicably.

In case they are not able to settle the disputes or differences between them amicably, the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least thirty (30) days' notice in writing to the other party clearly setting out there in the specific disputes and the same shall be settled by arbitration in accordance with the Indian Laws relating to arbitration, i.e. in accordance with the provision of the Indian Arbitration and Conciliation Act, 1996 and Rules and Regulations framed thereunder including all amendments up to date and the award made in pursuance thereof shall be binding on the parties. The matter may be referred to a sole arbitrator nominated by the Bank, who shall give a reasoned award and the award made in pursuance thereof shall be binding on the parties.

The venue of arbitration shall be Punjab National Bank, Plot NO 10, District Shopping Complex, Ranjit Avenue Amritsar.

All arbitration proceeding shall be conducted in English and a daily English record of such proceeding shall be maintained.

Any appeal against the arbitration award will be subject to the jurisdiction of courts at Amritsar only.

The Contractor shall continue to work under the work Contract during the arbitration proceedings unless otherwise directed in writing by the bank, unless the matter is such that the works/services cannot possibly be continued until the decision of the arbitrator or of the presiding arbitrator, as the case may be, is obtained.

However, during such a contingency, the Bank shall be entitled to make alternative arrangements to tackle the situation in any manner it deems fit, at the cost of the Vendor

which may also be adjusted by the Bank from the Performance Bank Guarantee, being treated as default so that the business of the Bank is not disrupted.

#### **49. EXCEPTED MATTERS FROM ARBITRATION**

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

- i. Instructions s given by the Employer;
- ii. Transactions with local authorities.
- iii. Proof of quality of materials.
- iv. Assigning or under letting of the contract
- v. Certificate as to the causes of delay on the part of the Contractor and justifying extension of time.
- vi. Rectifying of defects pointed out during the defects liability period.
- vii. Notice to the Contractor to the effect that he is not proceeding with due diligence.
- viii. Certificate that the Contractor has abandoned the contract.
- ix. Notice of the determination of the contract by the Employer.

#### **50. OTHER TERMS & CONDITIONS:**

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

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

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

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

Signature of Bidder/ Authorized Person with

Seal

#### **NOTICES**

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

## **INSTRUCTIONS TO BIDDERS**

### **1. BIDDING PROCESS (TWO STAGES)**

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

- Technical bid
- Commercial bid

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

#### **1.1 TECHNICAL BID**

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

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

#### **1.2 COMMERCIAL BID**

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

### **2. SUBMISSION OF BIDS**

2.1 Bidders are required to strictly submit their bids in electronic form using the e-procurement system at <https://etender.pnbnet.in> the Bank by using their digital certificates of class III and above (both encryption and signing). All the interested bidders should register themselves in the e-procurement system <https://etender.pnbnet.in> for submitting the bids online, if they have not done earlier. The Tender document and further corrigendum, if any can also be downloaded from Bank's website [www.pnbindia.in](http://www.pnbindia.in). Bids received after closing of the bid in the e-procurement system are summarily rejected without any reason. The commercial bid should be submitted online only.

#### **Envelope No.1- Tender Cost & EMD – Marked Cover-I**

Envelope No.1 shall contain Cost of Tender Document of **Rs.1180/- (Rupees One Thousand One Hundred Eighty Only) (including GST)**, in the form of Demand Draft which shall be non-refundable along with **Earnest Money Deposit (EMD)** of Rs. 30,000/- (Rupees Thirty Thousand Only) by crossed Demand Draft/ Bank Guarantee from scheduled commercial bank, payable at Amritsar and drawn in favour of Punjab National Bank, Zonal Office, Amritsar and to be submitted with Envelope- I. This envelope shall be super scribed **“Tender Cost and EMD for Supply and Installation of 8 persons Lift as per ISO-**



9001:2015 & Testing and commissioning of heavy duty/ latest technology without machine room, gear less and Comprehensive AMC for Five Years at (G+3) Punjab National Bank, Zonal Office Building situated at Plot No 10, DSC, Ranjit Avenue, Amritsar.

**Envelope No. 2 – Technical Bid – Marked Cover-II**

Envelope No. 2 shall contain technical bid (one set of duly signed tender document except commercial bid). Each page and correction duly signed by Bidders including tender form duly filled in with complete details and descriptions. Bidder shall submit supporting documents in support of eligibility criteria as mentioned in tender documents. This envelope shall be super scribed “**Envelope No. 2 -**

“Supply and Installation of 8 persons Lift as per ISO-9001:2015 & Testing and commissioning of heavy duty/ latest technology without machine room, gear less and Comprehensive AMC for Five Years at (G+3) Punjab National Bank, Zonal Office Building situated at Plot No 10, DSC, Ranjit Avenue, Amritsar.”

Both Envelope No. 1 and Envelope No. 2 shall be contained in Envelope No. 3 super scribed “**Envelope No. 3 – Cover-III-**

“Supply and Installation of 8 persons Lift as per ISO-9001:2015 & Testing and commissioning of heavy duty/ latest technology without machine room, gear less and Comprehensive AMC for Five Years at (G+3) Punjab National Bank, Zonal Office Building situated at Plot No 10, DSC, Ranjit Avenue, Amritsar.”

Both Envelope No. 1 and Envelope No. 2 contained in Envelope No. 3 should reach the below mentioned address before the final date & time of bid submission mentioned in the tender schedule.

**Designation, Name of office along with Complete address to be inserted here.**

**1. CONTENT OF DOCUMENTS TO BE SUBMITTED**

- i. Documents required in Technical Bid Envelope (Sealed Cover):
  - a) Bidders undertaking letter
  - b) Supporting documents as per Eligibility Criteria
  - c) Performance/Completion Certificate from clients
  - d) Bidder Information
  - e) Acceptance of Compliance Statement
  - f) Duly signed Tender document and corrigendum, if any
  - g) Power of attorney in favour of authorized person signing the Biddocuments.
  - h) Certificate of Incorporation & Partnership Deed, if applicable
  - i) PAN No.
  - j) ESI & EPF Registration, if applicable
  - k) GST Registration No.
  - l) Copy of last three years audited balanced sheet, Profit & Loss Statement, Balance Sheet and ITR.
  - m) List of similar work completed in last 7 (Seven) years with details enclosing completion certificate from the principal employer / clients along with the names of two responsible clients/ persons with address & telephone number who will be in position to certify about quality as well as past performance of your organization.

n) List of Govt./ Quasi-Govt. Dept. and other organizations of repute with whom the company is empaneled.

**Note:**

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

**4. Earnest Money Deposit & Tender Document cost (Sealed Cover= Envelope No.1-Tender Cost & EMD – Marked Cover-I).**

**5. PRELIMINARY EXAMINATION**

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

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

**6. EVALUATION AND AWARD CRITERIA**

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

6.2 Only those bidders satisfying the technical requirements and accepting the terms and conditions of this document shall be short-listed for further steps.

6.3 PNB will determine to their satisfaction whether the bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of PNB will be final in this regard.

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

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

**I. Bidders' Financial Information**

Name:  
Constitution:  
Address:

Names & Addresses of the Proprietor / Partners / Directors if applicable:

Contact Person(s) \_\_\_\_\_

Telephone, Fax, e-mail \_\_\_\_\_

Number of years of experience \_\_\_\_\_

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

*(The information will be kept confidential)*

<b>Year (Last 3nos. of FY)</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
Total Turnover ( Value in in ₹)			
ITR (Y/ N)			

Signature:

Seal of company

**Form B****II. REFERENCE LIST****PROFORMA FOR PERFORMANCE STATEMENT****NAME OF BID**

<b>Sr o</b>	<b>Name of Organization</b>	<b>No of Sites Connected</b>	<b>Duration of Contract</b>	<b>Contract Amount</b>	<b>Date of Order</b>	<b>Contact Person and Telephone no.</b>	<b>Whether services satisfactory? (Attach certificate from customer)*</b>

**Signature and Seal of Bidder**NOTE:

- Bidder to provide relevant certificates from the above mentioned organizations.
  - The name and address of the organization along with key persons, their designation, telephone no. and email address should be provided.
- \* Satisfactory completion and performance certificate from the principal employer / client for satisfactory execution of similar work as defined in eligibility criteria.

**Form C****III. COMPLIANCE STATEMENT****DECLARATION:**

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

Compliance	Description	Compliance (Yes/No)
Terms and Conditions	We hereby undertake and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this Tender Document. (Any deviation may result in disqualification of bids).	

Signature:

Seal of company

## **SPECIAL CONDITIONS OF CONTRACT**

1. The bidder shall acquaint himself with the proposed site of work before quoting his rates. The contractor should note and bear in mind that the Bank shall bear no responsibility for the lack of acquaintance of site and other conditions or any information relating thereto or on their part.

2. If for any reasons, any part of the site is not available temporarily for some time for part of the work under the contract, the agreed construction schedule shall be suitably modified and contractor shall diligently divert his men and materials to utilize them appropriately, profitably and no claim of damages whatsoever shall be entertained on this account. However, the contractor shall be allowed extension of time for completing the work as deemed fit by the competent authority. The contractor shall also not be entitled to any compensation for any loss suffered by him and revision in the rates quoted by him.

- a) On account of delay in commencing the work by the contractor.
- b) On account of reduction in the scope of work.
- c) On account of suspension of work or abandoned after award of work.

3. The contractor shall provide, at his own cost instruments for weighing and measuring purpose at the site of work as may be necessary for execution of the work.

4. The contractor shall take care of all safety precautions pertaining to work, such as scaffolding, ladder, working platforms, gangways, electric arc/ gas welding, use of hoist and construction machinery. Nothing extra shall be paid for scaffolding for any of the items of work. Contractor should quote rates accordingly.

5. On account of security consideration, some restrictions may be imposed by the security staff on the working and/ movement of men and materials etc. The contractor shall be bound to follow all such restrictions/ instructions and he shall organize his work accordingly. No claim on this account, whatsoever, shall be payable.

6. No hindrance / inconvenience shall be caused in the operation / working / movement of Bank personnel / customers / visitors and their vehicles due to the execution of the project / storage or placement of materials / debris / construction waste by the contractor. Contractor shall at all times ensure safe and convenient access to building entry for Bank staff working in the building & take all precautions to ensure that Bank's official work going on in the building is not hampered. The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night. No hindrance shall be caused during the work.

7. The contractor shall be responsible for the watch and ward of all materials brought by the contractor to site against pilferage and breakage during the period of installation and thereafter till the works are physically handed over to the Bank.

8. The contractor shall take all preventive measures against any such damage caused by rain, floods or any other natural calamity, whatsoever during the execution of the work. The contractor shall be fully responsible for any damage to the Bank's property and to the work for which the payment has been advanced to him under the contract.

9. The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which may be liable.

10. All materials to be incorporated in the work shall be arranged by the contractor and shall be in accordance with the specifications laid down.

11. The Contractor shall use materials bearing ISI/BIS Certification Mark unless otherwise specified or allowed in writing by the Bank. Any material banned by the Bank shall not be used in the work.

12. The contractor shall be required to get all the necessary mandatory and other tests as per the specifications/ IS codes, carried out on materials/ work from an approved laboratory as per the direction of the Bank. The testing charges and conveyance from the site shall be borne by the contractor.

13. In case any material / work is found sub-standard the same shall be rejected by the Bank and the same shall be removed from the site of work within 48 hours, failing which the same shall be got removed by the Bank at the risk and cost of the contractor without giving any further notice and time. In order to ensure quality of work during its execution, the Bank may require samples for mandatory or routine testing of materials. All costs of these samples, their packaging, conveyance from the site to the testing laboratory and return, shall be borne by the contractor.

14. Even ISI marked materials may be subjected to quality test at the discretion of the Engineer in-charge. Whenever ISI marked materials are brought to the site of work the contractor shall, if required by the Bank, furnish manufacturer's test certificate or test certificate from approved testing laboratory to establish that the materials procured by the contractor, satisfy the provisions of relevant ISI codes. The testing charges shall be borne by the contractor.

15. The material required for testing shall be supplied free of charge by the contractor. The cost of tests shall be borne by the contractor.

16. The contractor shall be responsible for completing the work and for satisfying all terms and conditions of the Contract without any extra payment over his quoted rates unless otherwise specified. The contractor shall quote his rate for various items of work accordingly and no claim whatsoever shall be entertained for any incidental or extra work involved in the execution of the work as per nomenclature of the item and the specifications indicated in the tender documents.

17. Subject to the nomenclature of the item as per schedule of quantities, the specification indicated in the tender documents, the rates quoted shall include cost of all materials including royalty and taxes if any, labour, sundry inputs work at all heights, levels, pattern and design for all leads, lifts and depths including overhead charges and contractor's profit. Nothing extra shall be paid on this account.

18. Other agencies doing works related with this project will also simultaneously execute the works and the contractor shall afford necessary co-ordination for un-hindered completion of these sub-works.

19. The contractor shall give a satisfactory performance test of installations individually and as a whole to ensure their proper functioning before the work is finally declared and completed and accepted.

20. The contractor shall continue to maintain watch and ward to safeguard the Bank's property in his possession until the same is formally handed over as per directions of the Bank. Nothing extra over agreement rates shall be paid on this account.

21. All tools, plants and measuring or weighing equipment shall be arranged by the contractor himself and nothing extra shall be paid to the contractor on this account.

22. The contractor shall protect the buildings or works and the work under execution from fire and shall make adequate arrangements for fire protection and firefighting and if any property is damaged, by fire due to the negligence of the contractor, the same shall be made good by the contractor at his own cost, to the entire satisfaction of Bank.

23. The contractor shall provide adequate lighting arrangements as approved by the Bank for carrying out the work during night time, if so required and also provide all other facilities for the labour employed to carry out the work as per direction of Bank.

24. In order to achieve the targeted date of completion the contractor May have to work in multiple shifts, round the clock including public and gazetted holidays and nothing extra shall be paid on this account. However, the Contractor shall be liable for the compliance of all applicable labour laws at all the times.

25. All materials, articles and workmanship shall be of respective best quality and kind for the class described in the schedule of quantities and specifications. All materials, so used in different items of work shall be subject to the approval of the Engineer-in-charge.

26. The contractor shall be responsible for all statutory provisions and deductions towards ESI, PF or any other applicable Labour Laws, as the case May be or any other levies and taxes shall be borne by the contractors. The TDS or any other statutory levels/taxes incorporated from time to time shall be deducted from the account bills, as applicable at the time of payment. No claim in this regard shall be entertained.

27. The contractor shall be responsible for payments of all statutory dues with respect to each of his personnel/employees engaged by him to render service under this Agreement with respect to each applicable/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 by the Employer with respect to his personnel/employees, and the contractor shall produce all records to the Bank or any other statutory authority as and when called for. The Bank does not hold any responsibility on account of any lapses in this regard. The contractor shall submit an undertaking in this regard with each bill confirming payment of all dues of sub- contractors and all statutory wages to labour working under contractor.



28. No extension of time shall be granted to the contractor on account of rains or inclement weather conditions.

29. For any clarification/ doubt, the Bank may organize meetings with Contractor. The contractor shall attend such meetings invariably as and when required.

30. In respect of the work of other agencies, where the commencement or progress of such work of any other agency is dependent upon the completion of particular portions of the contractor's work or generally upon the contractor maintaining progress in accordance with the approved program, it shall be the responsibility of the Contractor to complete such portions and maintain such progress.

31. The contractor shall have to do all drilling of holes and cutting of walls, chases or other elements of the building for the complete and proper installation of the pipe lines/ ducts and other equipments by using electrically operated tools such as drills/ chases cutting machine etc. Manual drilling or chiseling or cutting shall be permitted on special request only. Prior permission for the same is to be obtained from the Bank.

32. No chiseling or cutting or drilling of RCC columns, beams, girders and other principal structural members shall be done unless prior permission has been granted by the Bank in writing.

33. All chases and openings made by the contractor for his pipe lines shall be filled/ covered over with cement plaster in reasonable manner. Before rough plastering on the pipe surfaces the concealed pipes shall be secured to the wall by using proper supports/ clamps.

34. The contractor will neither be allowed to construct labour hutments nor his workforce be allowed to stay.

35. It shall be the responsibility of the Contractor to safeguard the site and ensure that no illegal encroachments are made by outside elements within the area allotted to the contractor. Upon completion of the work or earlier as required by Engineer-in-Charge, the contractor shall vacate the land totally without any reservation.

36. The security of workmen, materials, equipment stores etc. within the area allotted to the contractor shall be the responsibility of the contractor.

37. The site of work shall have required equipments for various tests at site by the contractor at his own cost and nothing extra shall be payable on this account.

38. The contractor shall arrange the required minimum plant and equipments at site for the execution of work. These may have to be increased depending on the requirement of the site.

39. The quantities indicated are for guidance only. However, it may vary to any extent and the contractor should not have any financial or other implications for such variations. The Bank reserves to reduce the scope of work of any item if the contractor fails to deliver the works in time and the contractor shall not ask for any financial consideration for such deletion of scope of the work.

40. The contractor shall take photographs of site prior to commencement of work, during construction and after completion of work as suggested and shall submit the photographs in soft and hard copies to Bank for which no extra payment will be made.

41. All electrical works shall be got carried out through licensed Electrical Contractor having experience of similar work. Successful bidder to submit the details of licensed Electrical Contractor before start of Internal Electrification Work. The work shall be executed as per specifications and strictly in keeping with relevant IS code and rules and regulations of authorities.

42. Site should be cleaned every day and all the unusable material/malba shall be removed from the site and unusable materials shall be stacked properly so that there is no hindrance for staff and public failing which bank will remove the same at their level and suitable amount shall be recovered from the contractor's bill.

43. The contractor shall be required to maintain the coordination with the Building Maintenance Contractor, if required.

44. No old / dismantled material shall be used by the contractor in the work under any circumstances unless otherwise specified or under instructions of the bank.

45. The bidder shall visit the site and examine the site conditions before quoting the rates.

46. Dismantling & taking away includes the disposal of unserviceable material if any.

47. The Contractor shall comply with the provisions of Contract, Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act and all other Labour Laws and other Statutory Regulations (both Central and State) that may be enforced from time to time by the appropriate authorities. Bank shall not be held responsible for any penalty on failure of the any Labour Regulations. Bank shall have the power to inspect the Wage Register and for physical verification of salary paid to the staff with reference to any records of the Contractor and to insist the Contractor to comply with Laws.

48. Contractor should obtain necessary permission that may be required for the purpose of this Contract from such authorities as may be prescribed by Law from time to time.

49. Contractor or his authorized representative should visit the site frequently as required by the Bank and meet Bank with prior appointment for any clarifications and to receive instructions, take measurements, etc. at the site.

50. The Contractor should arrange to issue photo identity card to his workers.

51. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to Bank in kind or cash will be viewed seriously and Bank will have the right to claim damages or levy fine and / or terminate the Contract forthwith, if necessary.

52. In case of any default or failure on Contractor's part to comply with all / any one of the Terms/ Conditions, Bank reserves to itself the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount(s) from dues otherwise payable to Contractor and / or by taking recourse to appropriate recovery proceedings.

53. Keeping the area clean and removal of debris: Contractor shall arrange to dispose off debris, any other waste product created while carrying out the work, outside Bank's premises. The Contractor shall take due care while disposing of such waste materials and ensure that any rules / regulations laid down by Municipal Corporation or any other

statutory body are not violated. The Contractor shall be responsible and answerable to any complaint arising out of improper disposal of waste material. Quoted rates shall involve the cost of same and no extra payment shall be made towards this account.

54. It is mandatory to provide purchase voucher of the material where basic rates are given in Bill of Quantities (BOQ). However, Bank may instruct the contractor to submit purchase voucher/test certificate of any material.

55. BOQ nomenclature shall prevail over any drawing/detail.

56. The specification for the entire work shall be in accordance with latest CPWD specifications and latest IS codes. Whenever these codes are silent, the same shall be governed by sound engineering practice and the decision of the Bank in matter of interpretation shall be final and binding on the contractor.

57. Water shall not be provided by Bank to Contractor. Necessary arrangement/ sourcing/ extension, if required, shall be done by the contractor at his own cost with the approval of Bank. No extra payment will be made to the contractor for the same. Contractor shall have to arrange for D. G. set / temporary power supply at his/ her own cost, risk and responsibility to carry out the works at site whenever required for and asked by the Bank. The contractor shall at his own cost arrange for necessary power for the work and lighting for the entire period of contract. However, Bank may provide power from their existing source at site upon being provided a suitable, correctly calibrated and properly sealed electric sub-meter with calibration certificate issued by BIS/ BEEE/ Govt. recognized & registered / NABL accredited certifying agency and approved by Bank. Bank will recover from the contractor the power consumed on actuals as per prevailing rate from time to time from their running bills / final bill. But in no way Bank will be held responsible for continuous supply of electricity.

58. Contractor shall associate a specialized agency for specialized works such as water proofing work etc. if required having suitable experience in the field and same shall be got approved from the Bank prior to execution of the specialized work within 3 days' time with credentials of the agency. Contractor should get approval from Bank before commencement of the specialized work. Contractor to give 10 (ten) year performance guarantee on a non-judicial stamp paper of Rs.100/- as per Performa attached (Guarantee Bond for specialized works) at Annexure 'A' & 'B'. 10% of

specialized works amount shall be withheld during the period of this performance guarantee.

59. If any damage takes place to the structure of the shaft/ building during work, same will be repaired by the Tenderer.

60. The lift shall be under comprehensive warranty maintenance (inclusive of all parts and labour) of the tenderer for a minimum of 12 months from the date of issue the lift license from the statutory authorities. Bank will not make any payment or any maintenance during the warranty period including attending the breakdown calls for fault rectification.

61. Insulation and other tests applicable to the electric Lift shall be done as per relevant IS standards in presence of NSIC officials and accordingly make available relevant certificates.

62. All rates quoted by the bidders shall remain firm for the contract period/ extended contract period.

Signature Of Bidder/ Authorized Person with Seal

Required Technical Specifications for Passenger Lift Technical Bid-1			
S No	Features	Technical Details	Offered by the Bidder
1	Number of Passengers	08 Passengers	
2	Rated Speed (m/sec)	1.00 mps	
3	Rated Capacity (Kg)	544 Kgs (for 08 Passengers)	
4	Entrance / Stops	04 Floors (G+3) all opening on the same side	
5	Interior	Hairline Finish Stainless Steel 304 (1.5 mm)	
6	Flooring	Granite Flooring (Color shall be as per Bank's Approval)	
7	Light & Fan	LED Light / Fan 300 mm with grill	
8	Hall Position indicators and buttons	Segment LED Indicators, Tactile button along with additional Braille symbols & Auditory Signals for Disabled Persons	
9	Floor	GF+FF+SF+Roof	
10	Handrail System	Stainless Steel Hand Railing one side at rear wall at least 30 mm diameter	
11	Travel	As per Site	
12	Stops & Openings	04 Floors (G+3), In front only, (4 stops & 4 Openings)	
13	Lift Well Size	1650 mm (W) x 1800 mm (D) (To be checked by the bidder)	
14	Car Size	1100 mm (W) x 1300 mm (D) x 2200 mm (H) of minimum size	
15	Clear Opening of Doors	800 mm (W) x 2000 mm (H), Lintel 2200 mm of minimum size	
16	Ventilation	As per Manufacturer of good quality	
17	Operation	Microprocessor based Simplex Collective Selective Control with Attendant	
18	Power Supply	415 Volts +/- 10%, 3 Phase, 50 Hz AC Systems	
19	Controller Type	V3F (Variable Voltage Variable Frequency)	
20	Type of Machine	Gearless / Machine Room	

		Less	
21	Car Enclosure	Stainless Steel 304 (1.5mm), Scratches Proof (Hairline Finish) on all sides	
22	Car Door Enclosure	Power Operated one side Opening Sliding Door Stainless Steel 304 (1.5 mm) Hairline Finish	
23	Landing Door Enclosure	Power Operated One Side Opening Sliding Door Stainless Steel 304 (1.5 mm) Hairline Finish	
24	Indicators (Car Landing)	Digital Direction & Position Indicator	
25	Type of Doors	Car: Non Fire Rating Door, One Side Opening Sliding Door (Two speed twist door one side with vision panel 200mmX300mm)	
		Landing Doors : Non Fire Rating Door, One Side Opening Sliding Door (Two speed twist door one side with vision panel 200mmX300mm)	
26	Construction Type	Machine Room Less	
27	Emergency Car Lighting	Car Lighting which turns on immediately when power fails, providing minimum level of lighting with in the car.	
28	Fire Emergency Return	Upon activation of a key switch or a building's fire alarm, all calls are canceled, all cars immediately return to a specified evacuation floor and the doors open to facilitate the safe evacuation of passengers	
29	Emergency Landing Device (Automatic rescue Device) with audio announcer	Upon Power failure, a car equipped with this function automatically moves and stops at the nearest floor using a rechargeable battery, and the doors open to facilitate the safe evacuation of passengers with audio announcer. Dry Type Battery (Maintenance	

		Free) should be used for power backup.	
30	Automatic Door Speed Control	Door load on each floor, which can depend on the type of hall doors, is monitored to adjust the door speed, thereby making the door speed consistent throughout all floors.	
31	Door Load Detector	When excessive door load has been detected while opening or closing the doors, Door Load Detector immediately reverse.	
32	Door Nudging Feature – With Buzzer	A Buzzer sounds and the doors slowly close when they have remained open for longer than the present period.	
33	Multi-beam Door Sensor	Multiple infrared-light beams cover at least 2/3 of the door height of the doors to detect passengers or objects as the doors close.	
34	Reopen with Hall Button (LCD Mono Chrome Type)	Closing doors can be reopened by pressing the hall button corresponding to the travelling direction of the car.	
35	Repeated Door-close	Should an obstacle prevent the doors from closing, the doors will repeatedly open and close until the obstacle is cleared from the doorway.	
36	Safety Door Edge	The sensitive door edge detects passengers or objects during door closing.	
37	Automatic Bypass	A fully-loaded car bypasses hall calls in order to maintain maximum operational efficiency.	
38	Car Fan Shut Off - Automatic	If there are no calls for a specified period, the car ventilation fan will automatically turn off to conserve energy	
39	Car Light Shut Off – Automatic	If there are no calls for a specified period, the car lighting will automatically	

		turn off to Conserve energy.	
40	False Call Cancelling – Automatic	If the number of registered car calls does not correspond to the car load, all calls are cancelled to avoid unnecessary stops.	
41	False Call Cancelling – Car Button Type Automatic	If a wrong car button is pressed, it can be cancelled by quickly pressing the same button again twice.	
42	Overload Holding Stop	A buzzer sounds to alert the passengers that the car is overloaded. The doors remain open and the car will not leave that floor until enough passengers exit the car.	
43	Safe Landing	Service. If a car has stopped between floors due to some equipment malfunction, the controller checks the cause, and if it is considered safe to move the car, the car will move to the nearest floor at a low speed and the doors will open.	
44	Basic Announcement Electronic	A Synthetic voice (and / or buzzer) alerts passengers inside a car that elevator operation has been temporarily interrupted by overloading or a similar cause. (Should be in Hindi & English Language.)	
45	LCD / LED Position Indicator	5-7 inch LCD / LED for car operating panels shows the date and time, car position, travel direction and elevator status messages.	
46	Hall LCD / LED Position Indicator	Display 5-7 inch LCD / LED for elevator halls shows the date and time, car position, travel direction and elevator status messages.	
47	Provision of CCTV including wiring	Yes	
48	Provision of Intercom including wiring with centralized features	Yes	

49	Make	Company Make	
50	Confirming to Quality Standard	IS / ISO-9001:2015	
51	Provision of Floor announcement with all-time music	Yes	
52	Provision of Single Phase / Phase Failure	Yes	
53	Provision of Automatic Phase Reversal Device	Yes	
54	Special Inclusions	a) Free Service for one year b) Lift License c) Scaffolding d) Fireman Switch at GF e) Two Way Intercom f) Attendant Service g) Ring Lighting LED h) Automatic Break Testing i) Additional Car Gate Lock j) Motor Compatible 180 starts per hour k) Transit Insurance l) Insurance of employee working at site	
55	Additional Features, if any	Comprehensive AMC for Five years	

Signature Of Bidder/ Authorized Person with Seal

**Part of Technical Bid**  
**TECHNICAL DATA**

THE Contractor must submit along with his tender the Technical Data for all item listed below in the format indicated. Failure to furnish complete Technical Data with tender may



result in summary rejection of tender. The Contractor shall guarantee performance of each equipment as per technical data furnished.

<b>S No</b>	<b>Short Description</b>	<b>Quoted Data by the Bidder</b>
1	Manufacturer	
2	Lift Capacity (Kg)	
3	Quality	
4	Max. Passengers ( No / Load)	
5	Maximum Rise	
6	Nos. of Floors Served	
7	Speed (m / s)	
8	Driving Mechanism	
9	Traction Motor	
	a) Type	
	b) Rating (HP)	
	c) Voltage (V)	
	d) Starting Current under Full Load	
	e) Running Current	
	f) Speed (RPM)	
	g) Insulation Class	
	h) Max starting Torque (Kg.f.m)	
	i) Temperature rise at full Load (C)	
10	Roping	
	a) Number and Construction of ropes	
	b) Size	
	c) Roping Ratio	
	d) Factor of Safety	
	e) Material	
11	Guide Rail Size	
12	Stainless Steel cars	
	a) Construction Details	
	b) Illumination	
	c) Dead Weight of Car (Kgs)	
	d) Dimensions	
	e) Thickness of Sheet Steel for car	

	f) Operating device in car doors	
13	Counter Weight (Kg)	
14	Governor Trip (% rated speed)	
15	Buffer Type	
16	Sheaves	
17	Details of Car Lighting	
18	Details of Car Ventilation	
19	Pit Depth from bottom landing	
20	Clearance between Top Landing and Top Slab	
21	Enclosure and degree of protection for electrical equipment	
22	Cable Size for power requirement	
23	Make / Country of origin for V3F module	
24	Details of Maintenance set up at Amritsar	
25	If any other feature	

Signature Of Bidder/ Authorized Person with Seal

**Name of Work:-**

Supply and Installation of 8 persons Lift as per ISO-9001:2015 & Testing and commissioning of heavy duty/ latest technology without machine room, gear less and

Comprehensive AMC for Five Years at (G+3) Punjab National Bank, Zonal Office Building situated at Plot No 10, DSC, Ranjit Avenue, Amritsar.

**Bill of Quantities/ Commercial BID**

SNo	Description	Qty.	Unit	Rate	Amount
1	<p>A. Passenger Lift</p> <p>Design, Manufacturing, testing at works, supply and delivery, receiving, unloading, storing, inspection, handling, assembling, installing in correct assigned position, effecting proper connections, testing and commissioning of 8 persons capacity passenger- lifts, having speed of 1.00 MPS 4 stops and 4 openings and total travel of 15 meters approximately duplex control complete in accordance with enclosed specifications as required with Mild Steel Car, SS Car Door with vision panel 200 mm X 300 mm ( Two Speed twist door one side) inclusive of transit insurance and all other taxes except GST which will be paid as applicable.</p> <p>Passenger Lift (8 Persons- 544 Kg.) (To be confirmed by agency for the shaft size mentioned in specification)</p>	1	NOS.		
	B. Comprehensive Annual Maintenance Contract (AMC) for Lift for five years after expiry of 1 (One) year free maintenance period. Rates to be inclusive of all taxes except GST which will be paid as applicable.				
	1 <sup>st</sup> Year	Per annum	Job		
	2 <sup>nd</sup> Year	Per annum	Job		
	3 <sup>rd</sup> Year	Per annum	Job		
	4 <sup>th</sup> Year	Per annum	Job		
Total for Lift + AMC					

Signature of Bidder  
(Authorized person)

Name:

Seal:

## **PERFORMANCE GUARANTEE**

This guarantee of guarantee (hereinafter referred to as "Guarantee") made this date \_\_\_\_\_ by Bank (Bank Name) \_\_\_\_\_ a  
schedule bank with its head office at (address) \_\_\_\_\_  
(hereinafter referred to as the "Bank")  
of the first part in favour of M/s PUNJAB NATIONAL BANK, (ZONAL OFFICE, AMRITSAR), a company incorporated under Companies Act, 1956 and having its office at plot No. 10, District Shopping Complex, Ranjit Avenue, Block - B, Amritsar – 143001, (hereinafter referred to a "Employer" which expression shall, unless repugnant to the meaning and context to, include its affiliates, successors and assigns) of the other part.

### **WHEREAS:**

- A. M/s Punjab National Bank, Zonal Office, Amritsar (hereinafter referred to as Employer);  
B. On the assurance of M/s \_\_\_\_\_ having its office at

\_\_\_\_\_ (hereinafter referred to as "Contractor") that they are having the necessary infrastructure and capacity to undertake construction of .....package at Zonal Office, Amritsar, to the quality, specifications and time frame as per the terms and conditions stipulated by Punjab National Bank. Punjab National Bank and Contractor have entered into a contract Ref: Punjab national Bank \_\_\_\_\_ dated \_\_\_\_\_ day \_\_\_\_\_ month \_\_\_\_\_ Year (hereinafter referred to as "Contract" which expression shall include any agreed amendments or modifications thereto) to execute the work with in Zonal Office in accordance with the terms and conditions of such Contract;

- C. Contractor has, by its acceptance to enter into the Contract with Punjab National Bank has agreed to furnish a Bank Guarantee to Punjab National Bank to ensure timely and satisfactory performance and completion of the work as per the terms of the Contract;  
D. The \_\_\_\_\_ Bank has, at the request of the Contractor, agreed to grant in favour of Punjab National Bank, a Guarantee to secure Performance by Contractor of its obligations under the said works Contract.

### **NOW THIS GUARANTEE WITNESSES AS FOLLOWS:**

1. The Bank hereby unconditionally, unequivocally and irrevocably guarantee to Punjab National Bank and agrees and undertake that if in the sole and unfettered opinion of Punjab National Bank, Contractor has failed to perform its obligations under the said Contract and any amendments thereto, the Bank shall upon demand of Punjab National Bank forth with pay to PUNJAB NATIONAL BANK, without demur, contestation or dispute, without reference to Contractor, the amount set forth in certificate by Punjab National Bank as the amount of loss / claim / damage / cost / expense arising or likely to arise out of breach or non-fulfilment of the said Contract. Any such certificate or demand by Punjab National Bank on the Bank, shall be conclusive as regards the amount due and payable by the Bank to Punjab National Bank under this Guarantee, notwithstanding any dispute between Contractor and Punjab National Bank as to the liability for or quantum of loss / damage / claim / loss / expenses and not withstanding any notice by Contractor to the Bank withhold or not to pay any amount to Punjab National Bank against this Guarantee either before or after invoking of this Guarantee by Punjab National Bank, provided always that the total liability of the

Bank hereunder shall be to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).

2. This Guarantee of the Bank shall be effective immediately from the date hereof and shall be in force for till a certificated is issued by Punjab National Bank to the Bank in accordance with Clause 4 of this Guarantee or the claim expiry date of this Guarantee, whichever is earlier. If a demand is so served, before the claim expiry date, this Guarantee shall continue in full force and effect (notwithstanding the validity date) in respect of the amount so demanded until the obligation of the Bank in respect hereof is finally determined and the payment made to Punjab National Bank.
3. The Bank agrees that Punjab National Bank has the fullest liberty, without affecting in any manner the Bank's obligation's hereunder, to vary any of the terms and conditions of the said Contract, to extend the time of performance by the Contractor from time to time and to forbear from enforcing any of the terms of the said Contract without any notice to or the consent of the Bank and the Bank shall not be released from its liability under this Guarantee by reason of any such variation or extension or forbearance being granted to Contractor. The Bank agrees that Punjab National Bank has no obligation whatsoever to exercise its rights against collateral, if any, of Contractor but may immediately call on this Guarantee.
4. This Guarantee herein contained shall remain in valid and effect till Punjab National Bank certify that the terms and conditions of the said Contract have fully and properly carried out and the Contractor has fulfilled all its obligations under the Contract and that Punjab National Bank has no claim against the Contractor on any account against the said Contract or the expiry date whichever is earlier.
5. Only neglect or forbearance, on the part of Punjab National Bank, in the enforcement of the payment of any money, the payment whereof is intended to be hereby secured for the giving of the time for the payment hereto shall in no way relieve the Bank of their liability under this Guarantee.
6. The bank shall not revoke this Guarantee during its currency except with the previous consent in writing of Punjab National Bank.
7. Any notice or communication under this Guarantee shall be in writing and shall be served on the Bank at its address first sharing before mentioned and to Punjab National Bank at its address first sharing before mentioned. Either party may notify to the other in writing any change in such address for service of notice upon it. The notices shall be served up personally against acknowledgement or by Registered Post.
8. This Guarantee shall not be affected by any change in the constitution of the Bank or of Contractor or of Punjab National Bank.
9. This Guarantee shall be governed by applicable Laws of India.
10. The expression "the Bank" and "the Contractor" herein before used shall include their respective successors and permitted assigns, "Notwithstanding anything to the contrary contained herein:-
  1. Our liability under this Guarantee shall not exceed ₹[.....]/-
  2. This Bank Guarantee shall be valid up to .....(being the date of expiry of the Guarantee).
  3. We are liable to pay up to the guarantee amount only and only if we receive from you a written claim or demand not later than 12 months from the said expiry date .....

Executed this \_\_\_\_\_ day of \_\_\_\_\_  
at \_\_\_\_\_ (place).

FOR \_\_\_\_\_ (BANK) \_\_\_\_\_

(BRANCH) AUTHORIZED SIGNATORIES SEAL OF THE BANK \* Strike out whichever is not applicable. Instructions:

- 1) The above printed format is required to be used.
- 2) The Bank Guarantee to be stamped for Rs.100/- or the value prevailing in the State where executed, whichever is higher. Bank Guarantee to be executed on Non-Judicial stamp paper(s) or on paper franked from Stamp Office.
- 3) All the blanks in the format are required to be duly filled by the issuing bank along with the signature of the authorized signatory and seal of the bank.
- 4) Each page of the bank guarantee should bear the bank guarantee number and issue date and should be signed by two authorized signatories of the bank unless the bank has specifically intimated Punjab National Bank that only one authorized signatory shall sign the bank guarantees issued by them in favour of Punjab National Bank.