

## Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	01-06-2024 19:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	01-06-2024 19:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	30 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Finance
Department Name/विभाग का नाम	Banking Sector
Organisation Name/संगठन का नाम	Punjab National Bank
Office Name/कार्यालय का नाम	Gad Section Zonal Office
Total Quantity/कुल मात्रा	1464
Item Category/मद केटेगरी	Title1 , Title2 , Title3 , Title4 , Title5
BOQ Title/बीओक्यू शीर्षक	SITC of ACs at PNB co east Delhi
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	25 Lakh (s)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	150 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,(Requested in ATC),OEM Authorization Certificate,OEM , Turnover,Compliance of BoQ specification and supporti *In case any bidder is seeking exemption from Experier Criteria, the supporting documents to prove his eligibili must be uploaded for evaluation by the buyer
Past Performance/विगत प्रदर्शन	80 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid

Bid Details/बिड विवरण	
Primary product category	Title1
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Estimated Bid Value/अनुमानित बिड मूल्य	4900000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।	Yes

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	PUNJAB NATIONAL BANK
EMD Amount/ईएमडी राशि	98000

#### ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर व लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी :

Officer  
GAD SECTION ZONAL OFFICE, BANKING SECTOR, Punjab National Bank, Ministry of Finance  
(Lata Sharma)

#### Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

#### Reserved for Make In India products

Reserved for Make In India products	Yes
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#### Reserved for MSE

Reserved for MSE	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 years, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account.

3. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through re-seller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Org or Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening. Relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial years. In case of bunch bids, the category of primary product having highest value should meet this criterion.

4. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

5. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local suppliers defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is less than Rs. 1 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost audit firm and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference for Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

6. Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are valid through Udyog Aadhaar for that product category. If the bidder wants to avail the reservation benefit, the bidder must be a manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered product. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product.

7. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or impact on price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity of 80% of bid quantity in one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

## Title1

**(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)**

### Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र.सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Day
1	Vijay Malviya	110092,PNB Circle Office East Delhi, Ground Floor, Scope Tower, Laxmi Nagar	55	10

**Title2**

**(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र.सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Day
1	Vijay Malviya	110092,PNB Circle Office East Delhi, Ground Floor, Scope Tower, Laxmi Nagar	67	10

**Title3**

**(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)**

**Technical Specifications/तकनीकी विशिष्टियाँ**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

<b>S.No./क्र.सं.</b>	<b>Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी</b>	<b>Address/पता</b>	<b>Quantity/मात्रा</b>	<b>Delivery Day</b>
1	Vijay Malviya	110092,PNB Circle Office East Delhi, Ground Floor, Scope Tower, Laxmi Nagar	610	10

**Title4**

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

**Technical Specifications/तकनीकी विशिष्टियाँ**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

<b>S.No./क्र.सं.</b>	<b>Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी</b>	<b>Address/पता</b>	<b>Quantity/मात्रा</b>	<b>Delivery Day</b>

S.No./क्र.सं.	Consignee Reporting/Officer/परेषि ती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Day
1	Vijay Malviya	110092,PNB Circle Office East Delhi, Ground Floor, Scope Tower, Laxmi Nagar	122	10

## Title5

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

### Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र.सं.	Consignee Reporting/Officer/परेषि ती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Day
1	Vijay Malviya	110092,PNB Circle Office East Delhi, Ground Floor, Scope Tower, Laxmi Nagar	610	10

## Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25% quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept orders accordingly.

### 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

## Tender for:

Supply, Installation, Testing and Commissioning of Split ACs / Cassette ACs at diff  
es / offsite ATMs:

**Tender Type:**

Tender on Gem Portal

**Contact Person:**

Mohit Jain  
Sr. Manager GSAD  
CO East Delhi  
Scope minar, Laxmi nagar  
New Delhi 110092  
9958755115  
Email: coeastdelgad@pnb.co.in

**Bid Details**

S.No.	Description	Particulars
A.	Tender Reference	GSAD/COED/2024-25/AC Purchase
B.	Tender Type	Custom Bid on GeM
C.	Date of Notice Inviting Tender	22.05.2024

D.	Last Date of Submission of Queries	01.06.2024; 1200 Hr
E.	Last Date and Time of submission of Bid Documents	03.06.2024; 1400 Hr
F.	Date and Time of Technical and Commercial Bid opening	03.06.2024; 1500 Hr. Commercial bid will be opened who will submit completely filled technical parts duly sealed and signed by authorized signatory.
G.	Place of opening of Bids	The Assistant General Manager Circle Office-East Delhi Scope minar Laxmi nagar New Delhi 110092
H.	Address for communication	The Assistant General Manager Circle Office-East Delhi Scope minar Laxmi nagar New Delhi 110092
I.	Estimated Cost	Rs.49.00 Lac including GST
J.	Earnest Money Deposit (**)	₹ 98,000/- In the form of DD in favor of Punjab National Bank, payable at Delhi.
K.	Cost of RFP/Tender Fee	Nil.

## 1. Scope of Work:

The work shall include SITC of the new AC unit including necessary hardware, labor, unloading, transport, taxes, scaffolding if needed etc.

Rates shall also be including caballing from the nearest power point using 2.5 sq.n pper cable, stand, required copper cabling between indoor and outdoor unit as OE ons, earthing connection to IDU & ODU, hardware, 3pin/metal clad top/3 pin top as any other hardware, thermally insulated copper pipes (Suction & Vapor line) upto l ed on site with hard PVC/flexible drain line to nearest drain point as per direction c neer.

The firm shall ensure the safety of the person working at height, shall work with pr



equipment/ body harness as and when required.

## 2. Eligibility Criteria:

1. The Bidder should possess the requisite experience, resources and capabilities the services necessary to meet the requirements, as described herein. The Bidder also possess the technical know-how and the financial wherewithal that would be able to complete the scope of work. The Bid must be complete in all respects and shall cover the entire scope of work as stipulated in the tender document. Bidders not meeting Eligibility Criteria will not be considered for further evaluation and bid submitted shall be summarily rejected.
2. This invitation of bids is open to bidders provided they fulfill the minimum eligibility criteria as below. Consortium/Joint Ventures and Special Purpose Vehicles are not eligible to tender and the bid, if any, submitted by them shall be summarily rejected. Proposals not meeting minimum eligibility criteria, as enumerated below, will be rejected and not be considered for evaluation of technical bid.
3. The proposal should adhere to the following minimum eligibility criteria:

S. No.	Minimum Eligibility Criteria
i.	<p>The Bidder should have satisfactorily completed similar works during last 7 (seven) years ending last day of the month of March 2024 with Central/State Government Department/Central Autonomous Body/Central Public Sector Undertaking/City Development Authority/Municipal Corporation of City formed under any Act by Central/State Government and published in Central/State Gazette/ Scheduled Commercial Banks or its subsidiaries should be either of the following: -</p> <p>1. One similar nature work amounting to ₹ 18.00 Lacs <b>(80 %)</b></p>

	<p style="text-align: center;">Or</p> <p>2. Two similar nature work amounting to ₹13.50 Lacs <b>(60%)</b> Or</p> <p>3. Three similar nature work amounting to ₹ 9.0 Lacs <b>(40%)</b></p> <p>Similar work means, Supply, Installation, Testing and Commissioning of Air Conditioning Unit for one organization / client at one site under one work order / agreement. Cumulative works executed under rate contract shall not be treated as one work.</p> <p>Components of work executed other than those included in definition of similar shall be deducted while calculating cost of similar work. Bidder shall submit abstract of cost of work in support of the same.</p> <p>Certificates of satisfactory completion of similar work should be issued by competent Authority.</p> <p>In case the similar work/s is of private nature other than Central/State Government/Central Autonomous Body/Central Public Sector undertaking/City Development Authority/ Municipal Corporation of city, they shall be required to submit T.D.S. Traces / Certificates for such works issued by respective Principal Employer/ Clients.</p> <p>The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple interest of 7% per annum, calculated from the date of completion to the last date of receipt of application for tender.</p>
ii.	<p>The bidder should be authorized dealer / Agency / Distributor / Integrator or Agents authorized by OEM for SITC of AC units authorized through OEM's Manufacturer's Authorization Form (MAF) for any of the makes specified in the tender.</p> <p><b>□ Bidders who are Dealers/Agents, must furnish bid specific Manufacturer's Authorization Form (MAF) separately.</b></p>
iii.	<p>The minimum average annual turnover of Bidder for the last three financial years i.e. 2021-22, 2022-23 &amp; 2023-24 must not be less than ₹ 35,00,000/-. Bidder to upload audited Balance sheet, Profit &amp; Loss statement and trading account details for these financial years, if applicable.</p> <p>The multiplication factor of 7% per annum simple interest is not applicable on the Annual Financial Turnover figures.</p>

iv.	<p>The Applicant should not have been black-listed/ barred by Department of Financial Services, Govt. of India and my company does not feature in the debarment list on Central Public Procurement Portal (CPPP) maintained by Department of Expenditure, Ministry of Finance and Govt. of India. Further, similar eligible works should not have been carried out on Back to Back basis and the Applicant shall have to furnish undertaking as under. An undertaking in this regard is to be submitted to Bank by Bidder (on firm's letterhead):</p> <ol style="list-style-type: none"> <li>1. "I/We have not been black-listed/ barred by Department of Financial Services, Govt. of India and my company does not feature in the debarment list on Central Public Procurement Portal (CPPP) maintained by Department of Expenditure, Ministry of Finance and Govt. of India.</li> <li>2. "I/ We undertake and confirm that eligible similar work(s) has/have not been got executed through another agency on back to back basis.</li> </ol> <p>Further that, if such a violation comes to the notice of the Bank, then I/we shall be debarred for bidding in PNB in future forever. Also, if such violation comes to the notice of the Bank before date of start of work, the Bank shall be at liberty to forfeit the entire amount of Earnest Money Deposit."</p>
v.	Bidder should have service center for regular maintenance at Delhi NCR. Bidder to furnish address for the stated service location in Delhi NCR.
vi.	Bidder must have valid PAN No. and GST No. Copy of PAN Card and GSTIN to be submitted.

#### 4. **Technical Specification**

##### 4.1. **Split AC:**

- Capacity: 1.0 TR / 1.5 TR
- Category: Inverter Split Air Conditioners
- Compressor type: Rotary
- Star rating: BEE 5 Star, year 2023
- 100 % Copper
- Working temperature range: 48 degrees Celsius and more
- Refrigerant: R410/R407/R32
- Cost of minor civil/ Electrical works as per site condition should be done with extra charge.

##### 4.2. **Power cabling:**

- All wires used should be FRLS PVC insulated.
- Conductor material: Copper stranded conductor
- Color code should be followed as follows Phase- Red/ Yellow/ Blue Neutral-green

- PVC wires should be routed through ISI marked, medium class PVC conduit pling etc. of suitable size, such that wires inside the conduit won't get crowd size of conduit: 20mm dia., Medium class conduit. Conduits should be clamp t regular interval with heavy duty saddles.
- Preferably power/circuit, light point should be routed separately with clips :
- Flexible PVC conduit should be provided wherever necessary
- Wiring should be carried out in neat manner following good engineering pr ected by the engineer.
- Any associated civil work as per site condition should be carried out

5. **Payment Condition:**

- 100% payment shall be made to the contractor only after the successfully ins mmissioning & testing of complete work. The standard deduction of TDS, TDS y as per Govt guidelines will be applicable. **8 % of total bill will be kept as s attend the defects in DLP.** The same will be release after DLP over if defect work was carried out satisfactory as per Bank. • Bills are liable to deduction of the latest guidelines.

To be filled by the all participating contractor:

**Split AC:**

Sr. No.	Particulars	1.0, 1.5 TR Split AC
1	Make	
2	Model (Inverter model only)	
3	Star rating	
4	Compressor type	
5	Compressor warranty in years	
6	PCB warranty in years	
7	Refrigerant type	
8	Condensation coil material	
9	Evaporator coil material	
10	Nominal Air flow	
11	i) Cooling capacity	
	ii) Rated power supply	
	a. voltage	
	b. frequency	
	c. phase	
	iii) Power consumption in watts	
	iv) fan speed	

v) Dimensions

\*\* Technical Data sheet must be enclosed with this document in support of above  
ation.

Place:

Date:

Signature & seal of Successful Bidder

## 6. Letter of Transmittal

### **Letter of Transmittal**

**(To be submitted on Firm's Letterhead)**

The Assistant General Manager  
Punjab National Bank  
Circle Office-East Delhi

Reg: \_\_\_\_\_

Dear Sir,

1. Having examined the details given in Notice for Tender for \_\_\_\_\_  
ents for the above works, I/we hereby submit my / our qualification and relevant c
2. I/ We understand that pre-qualification under this application is not a guar  
rd of work in any kind.
3. I/ We confirm that the credentials, information and documents submitted a  
his application are bona-fide and any discrepancy observed at any stage shall ren  
cation null and void and liable to be debarred from pre-qualification / tendering / t  
work in Punjab National bank and / or removal from any / all lists of Pre-qualified c  
all disciplines and categories.
4. I/ We hereby agree that Bank has the right to approach individuals, employ  
nd corporations to verify my/our submittals, competency and general reputation,  
e no objection to the same. Further, we understand that Bank also has the right to  
his application for pre-qualification, based on our performance during previous en  
pre-qualification, with various offices of Bank.
5. I/We hereby confirm that I/we have read and understood all the stipulation  
s prequalification documents and the decision of Bank with regard to my/our preq  
hall be final and binding on me/us.
6. I/ We understand that any engagement by the Bank under this pre-qualific  
s shall be on principal to principal basis. I/We also agree that Bank reserves it's rig  
t / engage one or more agencies / service providers / firm / company etc. to provid  
orks / services or / and work concurrently during the currency of the engagement.
7. I/ We have submitted the following certificates in support of our meeting th  
qualifying criteria of completed work(s) specified eligibility criteria for having succ  
pleted the following works:

NAME OF WORK

CERTIFICATE FROM

1.

2.

3.

8.

I/ We have deposited EMD amounting to ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_

Only) by Demand Draft/NEFT/RTGS in terms of RFP condition.

Dated this day of \_\_\_\_\_ 2024.

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorized to sign documents for and on behalf of \_\_\_\_\_ (IN CAPITAL LETTERS)

Application submitted on \_\_\_\_\_ before \_\_\_\_\_ P.M.

**Seal of the firm:**

### **GENERAL TERMS & CONDITIONS**

1. On receipt of intimation from the Bank of the acceptance of his tender, the tenderer shall start the work within 3 days. The work is to be completed within 21 days. The work will be carried out as per the guidance of Bank's engineer. The model and material proposed supply must be obtained within 7 days of award of work.
2. **The rates quoted in the tender shall include, GST, excise duty, sales tax and any other taxes or expenditure for carrying out the employment. The tax credit to be generated by using back calculation of applicable GST.**
3. No escalation in rates will be allowed under any circumstances.
4. The entire EMD amount will be forfeited in the event if tender is accepted and tenderer fails to execute the contract when called upon to do so.
5. The successful tenderer is bound to carry out entire work within the period stipulated. The tenderer will have to pay liquidated damages @ Rs.500.00 per day for delay in completion of job within stipulated time subject to maximum of 5% of the contract value.
6. Successful vendor has to submit Shop drawing for execution of work & obtain approval from the Bank before start of the work if needed any.
7. The sample/make of materials of approved make to be submitted & prior approval to be obtained before delivery of material at site.
8. **DEVIATION FOR TENDER QUANTITIES UPTO 25% & ABOVE 25%-**  
The tender rates shall hold good for any increase in the tendered quantities up to 25%. In case tender quantities of an individual item exceeds the deviation limit of 25% the rates for the excess quantities over and above the deviation limit shall be as per market rates analysis or quoted rates in tender, whichever is lower. The tender rate will be sustained by purchase vouchers / bill using constant only of material, labor, T&P etc. from all Indian Standard analysis of rates published by Delhi Association of Builders.

s with 15% towards Contractors profit. & Overheads and taxes. For non-schedule constant of material, labor, T&P etc. shall be decided by the Engineer in charge, based on the actual observation at site.

9. **SUBSTITUTION**

Should the Contractor desire to substitute any materials and workmanship, obtain the approval of the Employer in writing for any such substitution well Materials designated in this specification indefinitely by such terms as "Equivalent approved" etc., specific approval of the Employer has to be obtained in writing.

10. The liquidated damages as mentioned above may not be enforced if the Contractor lies for extension of time mentioning the reasons for extension. The bank will grant extension of time in days if it is proved that contractor is not at fault for extending beyond stipulated date of completion.
11. The successful tenderer is bound to carry out items of work necessary for completion of job even though the same are not included in the schedule of quantity. Rates will be derived from the tender. In case the rates do not exist in the tender and a item is not similar to tender item, then the rates will be worked out on the market cost of material and labor, including wastage, taxes plus 15% towards contractor's profit.
12. The contractor shall make adequate arrangement for watch and ward of his work and shall ensure the safety, breakage and any theft of material fixed or unfixed by other sub-contractors.
13. The work executed should be got approved by the bank and contractor shall be liable for bad workmanship pointed out at any stage and remove from site all the rejected materials immediately.
14. The contractor shall be responsible for application of labor laws, compensation and accident to person, whether employed by him or by his sub-contractors.
15. The contractor will take necessary precautions for carrying out the work, and shall be liable for damage to structures/decorative parts of the property. The contractor will reimburse the damages done at his cost.
16. The contractor shall ensure that workmen employed by him for execution of work are suitably covered against workmen's compensation Act, ESI and other legislative enactments applicable to such works and workmen shall be to the contractor's account.
17. The works will be carried out as per bank's instructions and drawings and shall be to the entire satisfaction of the Bank. Work is to be carried out in a functional manner. Noise/Discomfort/Disturbance creating jobs are to be done in non-office hours and nothing in account will be paid.
18. In case of non-completion or delay in completion of work or removal of defects, the bank shall be free to appoint another agency to get the job done at contractor's cost and cost.
19. Income Tax & VAT/S.Tax etc. and any other tax applicable will be deducted from the payments due to the contractors as per rules.
20. Defect liability period: One year from the date of satisfactory completion & handover of the work to bank.
21. The quoted price of tenderer should include removal of the malba or garba generated during any work related to this job by the contractor and dispose of the same at the premises/complex of bank at the approved area of NDMC/MCD. No malba or garba material shall be kept anywhere adjoining to the building, failing which the contractor shall be liable for removal of the same at his cost.



got done by bank at contractor's risk & cost. No damage of Bank's properties caused by the vendor during execution of work otherwise suitable recovery to be made for the losses by the Bank.

22. If the delay pertains to the bank in respect of progress of work, bank grant extension of time for the completion of the contract as it may think proper and sufficient sequence of such delay and the contractor shall not make any claim for compensation or damage in relation thereof.
23. The contractor will not execute any extra item without Bank's permission in writing.
24. The quantities mentioned in the schedule of quantities are approximate. Payments shall be made on actual work done by the contractor. However, the contractor shall not increase the quantity without Bank's permission.
25. **A conditional and unsealed tender is liable to be rejected.**
26. The bank has a right to alter the nature of work and to add or omit any item or to have the option of the same carried out departmentally or otherwise and variations shall be carried out without prejudice to this contract.
27. The bank has right to terminate the contract, if the contractor abandons the work or fails to commence and complete the work in time, or fails to abide by the conditions of the contract.
28. 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.
29. In case of any dispute between bank & contractor, the decision taken by the bank shall be final and binding on the contractor. Any suit or action shall be filed in the Delhi Court only.
30. Part payment shall be made during execution after accessing the progress of work by bank official. However, the contractor has to submit their bill for the same.
31. Suitable scaffolds shall be provided for workmen for all works that cannot be done safely from the ground, or from solid construction except in the case of short duration works which can be done "safely from ladders" when a ladder is used, it shall be of good 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 steel shall be provided and the ladder shall be given an inclination not steeper than 1 (1/4 horizontal and 1 vertical).
32. **The invoice will be generated in favor of Punjab National Bank, for specific branch/office.**
33. The contractors are advised to visit the site and familiarized/acquaint with the site before submitting the price bid. No extra rate shall be paid on this account. It is the responsibility of the contractor to complete the job to the satisfaction of bank.
34. **DISPUTES AND ARBITRATION:** All disputes or differences, whatsoever, arising between the parties out of or in relation to the terms and conditions, meaning and effect of this Agreement or breach thereof shall be settled amicably. In case the parties are not able to settle the disputes or differences between them amicably, the matter shall be referred to a sole arbitrator mutually agreed upon after issue of at least three days' notice in writing to the other party clearly setting out there in the specific dispute. 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 and the award made in pursuance thereof shall be binding on the parties.

matter may be referred to a sole arbitrator nominated by the Bank, who shall give the final award and the award made in pursuance thereof shall be binding on the parties.

35. **Warranty:** Warranty will be applicable to the product offered by the OEM for the supplied product. The successful bidder has to execute the following agreement on Non-Judicial Stamp Paper of Rs.100/-

### **ARTICLES OF AGREEMENT**

This agreement is made at ..... on..... Day of..... 2024 between Punjab National Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking Act 1970) having its Circle Office at Ground Floor Scope Minar, Laxmi Vihar, Laxmi-110092 and its General Services & Administration Division (Hereinafter referred to as "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 doing the execution work of "**Supply, Installation, Testing and Commissioning of 122 A/Cs, 1T Split / 55 No. 1.5T Split**) work at different branches under the control of COO, Punjab National Bank and has by letter of acceptance dated.....accepted the Contractor for the execution, completion & maintenance of such work. After discussion and the bidder agree to enter into this agreement on the terms and conditions mentioned under:

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

1. In this agreement words and expressions shall have the same meaning as they are assigned to them in the said conditions of contract hereinafter referred to:
2. The following documents, terms and conditions contained therein shall form an integral part and parcel of this agreement and be read as part and parcel of the contract, viz.
  - a) Original tender document duly signed and stamped on each page by the authorized signatory of the bidder;
  - b) Relevant correspondence letters / communications forming parts of contract up to the letter of acceptance;
  - c) Acceptance of Award of Work;
  - d) Bill of quantities;
  - e) Corrigendum/Addendums (if published); and
  - f) Contract generated by GeM
  - g) Other additional documents as may be required.
3. The aforesaid documents shall be taken as complementary and mutually explanatory, but in the case of ambiguities or discrepancies the latest documents of the Bank shall prevail over the earlier documents.
4. In consideration of payment to be made by the Bank to the successful bidder 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 provisions 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 and in the manner prescribed in the said conditions and price schedule of quantities.

f 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. 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. These 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 New Delhi and the language shall be English. Parties to the arbitration shall bear their own costs. The Arbitrator shall give a reasonable time for the award.

7. All disputes arising out of or in connection with this agreement shall be decided by the courts of New Delhi and only the courts of New Delhi shall have the jurisdiction to decide the same.

8. Notices as required by the agreement shall be entered with the successful bidder. Notices 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 post with acknowledgement due on receipt.

SIGNED AND SEALED AND DELIVERED BY THE

Said (Name)  
on behalf of the Contractor

Said (Name)  
on behalf of the Bank

In the presence of  
Name:  
Address:

In the presence of  
Name:  
Address:

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

**Approved Make list**

Item	Make
Split AC	Daikin/Carrier/LG/Hitachi/Voltas/O'G eneral/ Bluestar
Electric Cables/wires	Havells/ Polycab/ Finolex/ RR kabel
PVC drain pipe/ bends/ coupling etc	Finolex/ Aashirvad/ Astral/Supreme

**BOQ**

(Filled Online Only)

**Supply, Installation, Testing and Commissioning of 122 ACs (55 No. 01T Split , T Split work at branches/offices**

S N O	
1	<p>Item (Description)</p> <p>SITC of high efficiency, 5 star (as per latest BEEE standard) 1.5 TR Inverter Type Split Air Conditioner unit (Cold Only) 100% Copper coiled along with cordless remote control and all necessary accessories. Refrigerant shall be eco-friendly type only and suitable to operate at Max Operating Ambient Temp at which 100% designed cooling capacity deliver is 48 degrees Celsius and more. ISEER rating =&gt;5 with standard installation as per prescribed by OEM</p>

2	<p>SITC of high efficiency, 5 star (as per latest BEEE standard) 1 TR Inverter Type Split Air Conditioner unit (Cold Only) 100% Copper coiled along with cordless remote control and all necessary accessories. Refrigerant shall be eco-friendly type only and suitable to operate at Max Operating Ambient Temp at which 100% designed cooling capacity deliver is 48 degrees Celsius and more. ISEER rating =&gt;5 with standard installation as per prescribed by OEM</p>
3	<p>SITC of the refrigerant copper piping (Suction &amp; Delivery) with 9mm insulation of suitable size including necessary hardware i.e. insulation, cable, labor, accessories as required for above AC unit over</p>
	<p>SITC of powder coat</p> <p><b><u>Tender for:</u></b> Supply, Installation, Testing and Commissioning of Split ACs / Cassette ACs at different branches / offsite ATMs:</p> <p><b><u>Tender Type:</u></b> Tender on Gem Portal</p> <p><b><u>Contact Person:</u></b></p>

Mohit Jain

Sr. Manager GSAD

CO East Delhi

Scope minar, Laxmi nagar

New Delhi 110092

9958755115

Email: coeastdelgad@pnb.co.in

### **Bid Details**

S.No.	Description	Particulars
A.	Tender Reference	GSAD/COED/2024-25/AC Purchase
B.	Tender Type	Custom Bid on GeM
C.	Date of Notice Inviting Tender	22.05.2024
D.	Last Date of Submission of Queries	01.06.2024; 1200 Hr
E.	Last Date and Time of submission of Bid Documents	03.06.2024; 1400 Hr
F.	Date and Time of Technical and Commercial Bid opening	03.06.2024; 1500 Hr. Commercial bid will be opened who will submit completely filled technical parts duly sealed and signed by authorized signatory.
G.	Place of opening of Bids	The Assistant General Manager Circle Office-East Delhi Scope minar Laxmi nagar New Delhi 110092

H.	Address for communication	The Assistant General Manager Circle Office-East Delhi Scope minar Laxmi nagar New Delhi 110092
I.	Estimated Cost	Rs.49.00 Lac including GST
J.	Earnest Money Deposit (**)	₹ 98,000/- In the form of DD in favor of Punjab National Bank, payable at Delhi.
K.	Cost of RFP/Tender Fee	Nil.

### 1. Scope of Work:

The work shall include SITC of the new AC unit including necessary hardware, labor for loading, unloading, transport, taxes, scaffolding if needed etc.

Rates shall also be including caballing from the nearest power point using 2.5 sq.mm 3 core copper cable, stand, required copper cabling between indoor and outdoor unit as OEM specifications, earthing connection to IDU & ODU, hardware, 3pin/metal clad top/3 pin top as required or any other hardware, thermally insulated copper pipes (Suction & Vapor line) upto length required on site with hard PVC/flexible drain line to nearest drain point as per direction of Banks engineer.

The firm shall ensure the safety of the person working at height, shall work with proper safety equipment/ body harness as and when required.

## 2. 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 bidders provided they fulfill the minimum eligibility criteria as below. Consortium/Joint Ventures and Special Purpose Vehicles are not eligible for the tender and the bid, if any, submitted by them shall be summarily rejected. Proposals not complying with minimum eligibility criteria, as enumerated below, will be rejected and will not be considered for evaluation of technical bid.

3. The proposal should adhere to the following minimum eligibility criteria:

S. No.	Minimum Eligibility Criteria
i.	<p>The Bidder should have satisfactorily completed similar works during last 7 (seven) years ending last day of the month of March 2024 with Central/State Government Department/Central Autonomous Body/Central Public Sector Undertaking/City Development Authority/Municipal Corporation of City formed under any Act by Central/State Government and published in Central/State Gazette/ Scheduled Commercial Banks or its subsidiaries should be either of the following: -</p> <p>1. One similar nature work amounting to ₹ 18.00 Lacs <b>(80 %)</b></p>



	<p style="text-align: center;">Or</p> <ol style="list-style-type: none"> <li>2. Two similar nature work amounting to ₹13.50 Lacs <b>(60%)</b> Or</li> <li>3. Three similar nature work amounting to ₹ 9.0 Lacs <b>(40%)</b></li> </ol> <p>Similar work means, Supply, Installation, Testing and Commissioning of Air Conditioning Unit for one organization / client at one site under one work order / agreement. Cumulative works executed under rate contract shall not be treated as one work.</p> <p>Components of work executed other than those included in definition of similar shall be deducted while calculating cost of similar work. Bidder shall submit abstract of cost of work in support of the same.</p> <p>Certificates of satisfactory completion of similar work should be issued by competent Authority.</p> <p>In case the similar work/s is of private nature other than Central/State Government/Central Autonomous Body/Central Public Sector undertaking/City Development Authority/ Municipal Corporation of city, they shall be required to submit T.D.S. Traces / Certificates for such works issued by respective Principal Employer/ Clients.</p> <p>The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple interest of 7% per annum, calculated from the date of completion to the last date of receipt of application for tender.</p>
ii.	<p>The bidder should be authorized dealer / Agency / Distributor / Integrator or Agents authorized by OEM for SITC of AC units authorized through OEM's Manufacturer's Authorization Form (MAF) for any of the makes specified in the tender.</p> <p><b>☐ Bidders who are Dealers/Agents, must furnish bid specific Manufacturer's Authorization Form (MAF) separately.</b></p>
iii.	<p>The minimum average annual turnover of Bidder for the last three financial years i.e. 2021-22, 2022-23 &amp; 2023-24 must not be less than ₹ 35,00,000/-. Bidder to upload audited Balance sheet, Profit &amp; Loss statement and trading account details for these financial years, if applicable.</p> <p>The multiplication factor of 7% per annum simple interest is not applicable on the Annual Financial Turnover figures.</p>

iv.	<p>The Applicant should not have been black-listed/ barred by Department of Financial Services, Govt. of India and my company does not feature in the debarment list on Central Public Procurement Portal (CPPP) maintained by Department of Expenditure, Ministry of Finance and Govt. of India. Further, similar eligible works should not have been carried out on Back to Back basis and the Applicant shall have to furnish undertaking as under. An undertaking in this regard is to be submitted to Bank by Bidder (on firm's letterhead):</p> <ol style="list-style-type: none"> <li>1. "I/We have not been black-listed/ barred by Department of Financial Services, Govt. of India and my company does not feature in the debarment list on Central Public Procurement Portal (CPPP) maintained by Department of Expenditure, Ministry of Finance and Govt. of India.</li> <li>2. "I/ We undertake and confirm that eligible similar work(s) has/have not been got executed through another agency on back to back basis.</li> </ol> <p>Further that, if such a violation comes to the notice of the Bank, then I/we shall be debarred for bidding in PNB in future forever. Also, if such violation comes to the notice of the Bank before date of start of work, the Bank shall be at liberty to forfeit the entire amount of Earnest Money Deposit."</p>
v.	Bidder should have service center for regular maintenance at Delhi NCR. Bidder to furnish address for the stated service location in Delhi NCR.
vi.	Bidder must have valid PAN No. and GST No. Copy of PAN Card and GSTIN to be submitted.

#### 4. Technical Specification

##### 4.1. **Split AC:**

- Capacity: 1.0 TR / 1.5 TR
- Category: Inverter Split Air Conditioners
- Compressor type: Rotary
- Star rating: BEE 5 Star, year 2023
- 100 % Copper
- Working temperature range: 48 degrees Celsius and more
- Refrigerant: R410/R407/R32
- Cost of minor civil/ Electrical works as per site condition should be done without any extra charge.

##### 4.2. **Power cabling:**

- All wires used should be FRLS PVC insulated.
- Conductor material: Copper stranded conductor
- Color code should be followed as follows Phase- Red/ Yellow/ Blue Neutral- Black Earth- green
- PVC wires should be routed through ISI marked, medium class PVC conduit/ b

ends/ coupling etc. of suitable size, such that wires inside the conduit won't get crowded. Minimum size of conduit: 20mm dia., Medium class conduit. Conduits should be clamped on wall at regular interval with heavy duty saddles.

- Preferably power/circuit, light point should be routed separately with clips saddles.
- Flexible PVC conduit should be provided wherever necessary
- Wiring should be carried out in neat manner following good engineering practice as directed by the engineer.
- Any associated civil work as per site condition should be carried out

5. **Payment Condition:**

- 100% payment shall be made to the contractor only after the successfully installation, commissioning & testing of complete work. The standard deduction of TDS, TDS on GST if any as per Govt guidelines will be applicable. **8 % of total bill will be kept as security to attend the defects in DLP.** The same will be release after DLP over if defect rectification work was carried out satisfactory as per Bank. • Bills are liable to deduction of Taxes as per the latest guidelines.

To be filled by the all participating contractor:

**Split AC:**

Sr. No.	Particulars	1.0, 1.5 TR Split AC
1	Make	
2	Model (Inverter model only)	
3	Star rating	
4	Compressor type	
5	Compressor warranty in years	
6	PCB warranty in years	
7	Refrigerant type	
8	Condensation coil material	
9	Evaporator coil material	
10	Nominal Air flow	
11	i) Cooling capacity	
	ii) Rated power supply	
	a. voltage	
	b. frequency	
	c. phase	
	iii) Power consumption in watts	
	iv) fan speed	

v) Dimensions

\*\* Technical Data sheet must be enclosed with this document in support of above filled information.

Place:

Date:  
with seal

Signature & seal of Successful Bidder

## 6. Letter of Transmittal

### **Letter of Transmittal**

**(To be submitted on Firm's Letterhead)**

The Assistant General Manager  
Punjab National Bank  
Circle Office-East Delhi

Reg: \_\_\_\_\_

Dear Sir,

1. Having examined the details given in Notice for Tender for \_\_\_\_\_ documents for the above works, I/we hereby submit my / our qualification and relevant documents.
2. I/ We understand that pre-qualification under this application is not a guarantee of award of work in any kind.
3. I/ We confirm that the credentials, information and documents submitted as a part of this application are bona-fide and any discrepancy observed at any stage shall render our application null and void and liable to be debarred from pre-qualification / tendering / taking up of work in Punjab National bank and / or removal from any / all lists of Pre-qualified contractors in all disciplines and categories.
4. I/ We hereby agree that Bank has the right to approach individuals, employers, firms and corporations to verify my/our submittals, competency and general reputation, and I/we have no objection to the same. Further, we understand that Bank also has the right to scrutinize this application for pre-qualification, based on our performance during previous engagements / pre-qualification, with various offices of Bank.
5. I/We hereby confirm that I/we have read and understood all the stipulations given in this prequalification documents and the decision of Bank with regard to my/our prequalification shall be final and binding on me/us.
6. I/ We understand that any engagement by the Bank under this pre-qualification process shall be on principal to principal basis. I/We also agree that Bank reserves its right to appoint / engage one or more agencies / service providers / firm / company etc. to provide the like works / services or / and work concurrently during the currency of the engagement.
7. I/ We have submitted the following certificates in support of our meeting the

minimum qualifying criteria of completed work(s) specified eligibility criteria for having successfully completed the following works:

~~EMD~~ ~~FOR~~ ~~THE~~ ~~PROVIDED~~ EMD amounting to ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) by Demand Draft/NEFT/RTGS in terms of RFP condition.

Dated this day of \_\_\_\_\_ 2024.

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorized to sign documents for and on behalf of \_\_\_\_\_ (IN CAPITALS).

Application submitted on \_\_\_\_\_ before \_\_\_\_\_ P.M.

**Seal of the firm:**

### **GENERAL TERMS & CONDITIONS**

1. On receipt of intimation from the Bank of the acceptance of his tender, the tenderer should start the work within 3 days. The work is to be completed within 21 days. The work will be carried out as per the guidance of Bank's engineer. The model and make of proposed supply must be obtained within 7 days of award of work.
2. **The rates quoted in the tender shall include, GST, excise duty, sales tax, octroi and any other taxes or expenditure for carrying out the employment. The invoice to be generated by using back calculation of applicable GST.**
3. No escalation in rates will be allowed under any circumstances.
4. The entire EMD amount will be forfeited in the event if tender is accepted and contractor fail to execute the contract when called upon to do so.
5. The successful tenderer is bound to carry out entire work within the period stipulated. The tenderer will have to pay liquidated damages @ Rs.500.00 per day for non-completion of job within stipulated time subject to maximum of 5% of the contract value.
6. Successful vendor has to submit Shop drawing for execution of work & obtain

approval from the Bank before start of the work if needed any.

7. The sample/make of materials of approved make to be submitted & prior approval must be obtained before delivery of material at site.

8. **DEVIATION FOR TENDER QUANTITIES UPTO 25% & ABOVE 25%-**

The tender rates shall hold good for any increase in the tendered quantities up to variation of 25%. In case tender quantities of an individual item exceeds the deviation limit of 25% the rates for the excess quantities over and above the deviation limit shall be payable as per market rates analysis or quoted rates in tender, whichever is lower. The market rate will be sustained by purchase vouchers / bill using constant only of materials, Labor, T&P etc. from all Indian Standard analysis of rates published by Delhi Analysis of Rates with 15% towards Contractor's profit. & Overheads and taxes. For non-schedule items, constant of material, labor, T&P etc. shall be decided by the Engineer in charge of Employer, based on the actual observation at site.

9. **SUBSTITUTION**

Should the Contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the Employer in writing for any such substitution well in advance. Materials designated in this specification indefinitely by such terms as "Equal" or "other approved" etc., specific approval of the Employer has to be obtained in writing

10. The liquidated damages as mentioned above may not be enforced if the Contractor applies for extension of time mentioning the reasons for extension. The bank will grant extension of time in days if it is proved that contractor is not at fault for extending the work beyond stipulated date of completion.
11. The successful tenderer is bound to carry out items of work necessary for completion of job even though the same are not included in the schedule of quantity. Rates of extra items will be derived from the tender. In case the rates do not exist in the tender and extra item is not similar to tender item, then the rates will be worked out on the prevailing market cost of material and labor, including wastage, taxes plus 15% towards contractor's profit.
12. The contractor shall make adequate arrangement for watch and ward of his material and shall ensure the safety, breakage and any theft of material fixed or unfixed by him or other sub-contractors.
13. The work executed should be got approved by the bank and contractor shall rectify any bad workmanship pointed out at any stage and remove from site all the rejected materials immediately.
14. The contractor shall be responsible for application of labor laws, compensation for injury and accident to person, whether employed by him or by his sub-contractor.
15. The contractor will take necessary precautions for carrying out the work, avoiding any damage to structures/decorative parts of the property. The contractor will rectify any damages done at his cost.
16. The contractor shall ensure that workmen employed by him for execution of work are suitably covered against workmen's compensation Act, ESI and other legislative enactments applicable to such works and workmen shall be to the contractor's account.
17. The works will be carried out as per bank's instructions and drawings and specifications to the entire satisfaction of the Bank. Work is to be carried out in a

functional office. Notice/Disturbance creating jobs are to be done in non-office hours and nothing extra on this account will be paid.

18. In case of non-completion or delay in completion of work or removal of defects in time, the bank shall be free to appoint another agency to get the job done at contractor's risk and cost.
19. Income Tax & VAT/S.Tax etc. and any other tax applicable will be deducted from all the payments due to the contractors as per rules.
20. Defect liability period: One year from the date of satisfactory completion & handing over of the work to bank.
21. The quoted price of tenderer should include removal of the malba or garbage materials during any work related to this job by the contractor and dispose of the same outside the premises/complex of bank at the approved area of NDMC/MCD. No malba or garbage material shall be kept anywhere adjoining to the building, failing which the same will be got done by bank at contractor's risk & cost. No damage of Bank's properties to be ensured by the vendor during execution of work otherwise suitable recovery to be done for the losses by the Bank.
22. If the delay pertains to the bank in respect of progress of work, bank grant such extension of time for the completion of the contract as it may think proper and sufficient in consequence of such delay and the contractor shall not make any claim for compensation or damage in relation thereof.
23. The contractor will not execute any extra item without Bank's permission in writing.
24. The quantities mentioned in the schedule of quantities are approximate. Payment will be made on actual work done by the contractor. However, the contractor should not deviate the quantity without Bank's permission.
25. **A conditional and unsealed tender is liable to be rejected.**
26. The bank has a right to alter the nature of work and to add or omit any items of work or to have the option of the same carried out departmentally or otherwise and such alterations shall be carried out without prejudice to this contract.
27. The bank has right to terminate the contract, if the contractor abandons the work, or fails to commence and complete the work in time, or fails to abide by the contract conditions.
28. 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.
29. In case of any dispute between bank & contractor, the decision taken by the Arbitrator who will be appointed by the bank will be final & binding to the contractor. The case will be filed in the Delhi Court only.
30. Part payment shall be made during execution after accessing the progress of the work by bank official. However, the contractor has to submit their bill for the same.
31. 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).

32. **The invoice will be generated in favor of Punjab National Bank, for separate specific branch/office.**
33. The contractors are advised to visit the site and familiarized/acquaint with the job before submitting the price bid. No extra rate shall be paid on this account. It will be the responsibility of the contractor to complete the job to the satisfaction of bank officials.
34. **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.
35. **Warranty:** Warranty will be applicable to the product offered by the OEM for the same supplied product. The successful bidder has to execute the following agreement on Non-Judicial Stamp Paper of Rs.100/-

### **ARTICLES OF AGREEMENT**

This agreement is made at ..... on..... Day of..... 2024 between Punjab National Bank, a body corporate constituted under the Banking Companies (Acquisition and transfer of Undertaking Act 1970) having its Circle Office at Ground Floor Scope Minar, Laxmi Nagar, Delhi-110092 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, Installation, Testing and Commissioning of 122 ACs (67 No. 01T Split / 55 No. 1.5T Split)**" work at different branches under the control of CO East Delhi of Punjab National Bank 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 authorized 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) Contract generated by GeM
- g) 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 New Delhi 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 New Delhi and only the courts of New Delhi 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 (Name)

Said (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.

**Approved Make list**

Item	Make
Split AC	Daikin/Carrier/LG/Hitachi/Voltas/O'G eneral/ Bluestar
Electric Cables/wires	Havells/ Polycab/ Finolex/ RR kabel
PVC drain pipe/ bends/ coupling etc	Finolex/ Aashirvad/ Astral/Supreme

**BOQ**

(Filled Online Only)

**Supply, Installation, Testing and Commissioning of 122 ACs (55 No. 01T Split / 67 No. 1.5T Split work at branches/offices**

Item (Description)	Unit	Qty.	Rate	Amount (i/c GST)
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SITC of high efficiency, 5 star (as per latest BEE E standard) 1.5 TR Inverter Type Split Air Conditioner unit (Cold Only) 100% Copper coiled along with cordless remote control and all necessary accessories. Refrigerant shall be eco-friendly type only and suitable to operate at Max Operating Ambient Temp at which 100% designed cooling capacity deliver is 48 degrees Celsius and more. ISEER rating =>5 with standard installation as per prescribed by OEM	55	Nos	To be Quoted Only Online	To be Quoted Only Online
SITC of high efficiency, 5 star (as per latest BEE E standard) 1 TR Inverter Type Split Air Conditioner unit (Cold Only) 100% Copper coiled along with cordless remote control and all necessary accessories. Refrigerant shall be eco-friendly type only and suitable to operate at Max Operating Ambient Temp at which 100% designed cooling capacity deliver is 48 degrees Celsius and more. ISEER rating =>5 with standard installation as per prescribed by OEM	67	Nos	To be Quoted Only Online	To be Quoted Only Online
SITC of the refrigerant copper piping (Suction & Delivery) with 9mm insulation of suitable size including necessary hardware i.e. insulation, cable, labor, accessories as required for above AC unit over	610*	RM	To be Quoted Only Online	To be Quoted Only Online
SITC of powder coated outdoor stand for outdoor units	122*	Nos	To be Quoted Only Online	To be Quoted Only Online
SITC of water drain pipe 25mm with insulation required for drainage of condensed water from Indoor unit to nearest drainage point	610*	RM	To be Quoted Only Online	To be Quoted Only Online
Gross Total				
* This is the tentative quantity, actual requirement of accessories will be finalized as per site requirement during the installation. ted outdoor stand for outdoor units				
SITC of water drain pipe 25mm with insulation required for drainage of condensed water from Indoor unit to nearest drainage point				

\* This is the tentative quantity, actual requirement of accessories will be finalized requirement during the installation.

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs or modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category restriction with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached](#) trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they may raise their representation against the same by using the Representation window provided in the bid details field in Seller's Dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations. Bids will not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws. जेम की सामान्य शर्तों के अनुसार भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर को निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इन शर्तों का पालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे के कानून का आधार होगा।

---Thank You/धन्यवाद---

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