



**TENDER FOR SUPPLY, INSTALLATION, TESTING , COMMISSIONING OF 3
NOS. X 10 TR PRECISION AIR-CONDITIONERS, UNDER BUY BACK OF
EXISTING PRECISION ACs OF DATA CENTRE AT PUNJAB CIVIL
SECRETARIAT-I, CHANDIGARH**

Reference number: PSeGS/PAC/2020/1

Punjab State e-Governance Society (PSeGS),
O/o Directorate of Governance Reforms (DGR),
Government of Punjab
Plot D-241, Industrial Area, Phase – 8B,
Sector – 74, Mohali – 160071

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1. Notice inviting tender

Government of Punjab

RFP Reference Number: PSeGS/PAC/2020/1

Punjab State e-Governance Society (PSeGS) invites online bids for selection of vendor for Supply, Installation, Testing and Commissioning of Precision Air-Conditioners.

Closing date and time is 21.05.2020 at 03.00 PM. For details log on to www.dgrpg.punjab.gov.in and www.eproc.punjab.gov.in.

2. Document control sheet

| SN | Particular | Details |
|-----|---------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Document reference number | PSeGS/PAC/2020/1 |
| 2. | Date & time for the start of sale of tender | 29-04-2020 09:00 Hrs |
| 3. | Last date and time for submission of queries | 06-05-2020 11:30 Hrs |
| 4. | Date and time for pre-bid meeting | 07-05-2020 11:00 Hrs |
| 5. | Last date and time for submission of bids | 20-05-2020 15:00 Hrs |
| 6. | Date and time of opening of prequalification bids | 21-05-2020 10:00 Hrs |
| 7. | Date of opening of financial bids | To be intimated later |
| 8. | Address for communication | Punjab State e-Governance Society, O/o Directorate of Governance Reforms, Plot D-241, Industrial Area, Phase – 8B, Sector – 74, Near Quark City, Mohali – 16062 |
| 9. | Cost of tender document & mode of payment | Rs. 1000/- (Rs. one thousand only) through online mode. |
| 10. | Earnest Money Deposit (EMD) through online mode | Rs. 1,00,000/- (Rs. One lakh only) |
| 11. | Contact details | 1. Sh. Anoop Kumar Jalali, Scientist F/NIC, Punjab Mobile: 9988804848 Email: anoop.jalali@nic.in 2. Mr. Manohar Thakur, DTC Mobile: +91 9815911098 Email: manohar.thakur1@punjab.gov.in |
| 12. | Website for RFP reference | https://eproc.punjab.gov.in/ and https://dgrpg.punjab.gov.in/ |

Note:

2.1.1. In case a holiday is declared on any day, the event will be shifted to the next working day, same time.

2.1.2. All corrigendum / addendums / clarifications regarding this RFP shall be posted on the above mentioned websites only. No other communication or advertisement will be given.

3. Definitions

- 3.1.1. Unless the context otherwise requires, the following terms whenever used in this tender and contract have the following meanings:
- 3.1.2. “DoGRPG” means Department of Governance Reforms & Public Grievances.
- 3.1.3. “PSeGS” means Punjab State e-Governance Society (which is the implementing agency of DoGRPG).
- 3.1.4. “Client” refers to DoGRPG. However, the contract will be signed through implementing agency i.e. PSeGS.
- 3.1.5. “Bidder” means firm / company / business entity who submits bid in response to this tender
- 3.1.6. “Bid” means proposal submitted by bidders in response to this tender issued by PSeGS for selection of “Service Provider”
- 3.1.7. “Committee” means the committee constituted by PSeGS for evaluation of bids.
- 3.1.8. “Similar work” means supply, installation, testing & commissioning of Precision Air-Conditioners to large office buildings / commercial premises / Industrial houses/offices of Government of India / State / UT
- 3.1.9. “Service Provider” means the firm / company / business entity, selected through competitive tendering process in pursuance of this tender.
- 3.1.10. “EMD” means “Earnest Money Deposit”
- 3.1.11. “PBG” means “Performance Bank Guarantee”.
- 3.1.12. “Contract” refers to contract entered between PSeGS and the Service Provider.
- 3.1.13. “Competent Authority” means Head of Department of PSeGS/DGR

4. Instructions to bidders

4.1 Invitation for bid

- 4.1.1. Department of Governance Reforms & Public Grievances (DoGRPG), Punjab with the help of its implementing agency Punjab State e-Governance Society (PSeGS) administers the implementation of e-Governance projects for the overall benefit of the citizens and public by setting up the necessary administrative, financial, legal and

technical framework, implementation mechanism and resources in the State of Punjab.

- 4.1.2. Through this tender, PSeGS invites proposals from interested bidders for supply, installation, testing & commissioning of Precision Air-Conditioners. Detailed scope of work may be seen in Section 5 of the document.
- 4.1.3. PSeGS may, at its own discretion, extend the date for submission of proposals.
- 4.1.4. All information supplied by bidders shall be treated as contractually binding on the bidders on successful award of the assignment by PSeGS on the basis of this tender.
- 4.1.5. Bidders are advised to go through this tender document carefully. Bidders may visit the Data centre premise at Room No 8, Punjab Civil Secretariat-I, Chandigarh and acquaint themselves both the site conditions and present condition of building data centre and fittings, etc. before submission of tender.
- 4.12.1. PSeGS may accept or reject any bid without assigning any reasons. Also, Conditional tenders will not be accepted.

4.2 Validity of bids

- 4.2.1 Bids shall remain valid for 180 (one hundred and eighty) days from the last date of submission of bids.
- 4.2.2 If required, PSeGS may solicit the bidder's consent to extend the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder may refuse the request without forfeiting the Earnest Money Deposit. A bidder granting the request will not be permitted to modify its bid.
- 4.2.3 PSeGS reserves the right to annul the tender process, or to accept or reject any or all the bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

4.3 Amendment to the tender document

4.3.1 Amendments / corrigendum / addendums / clarifications necessitated due to any reasons, shall be made available on website only as provided in the document control sheet. No separate communication either in writing or through email will be made to any interested/ participating bidders. It shall be the responsibility of the bidders to keep on visiting the website to amend their bids incorporating the amendments so communicated through the website.

4.3.2 In order to provide prospective bidders reasonable time for taking the corrigendum(s) or addendum(s) into account, PSeGS, at its discretion, may extend the last date for the receipt of bids

4.4 Clarifications on submitted bids

4.4.1 During process of evaluation of the bids, PSeGS may, at its discretion, ask bidders for clarifications on their bids. The bidders are required to respond within the prescribed time frame given for submission of such clarification.

4.5 Earnest Money Deposit (EMD)

4.5.1. The bidder shall furnish EMD through online mode, as part of the Eligibility Criteria, as per detail provided in the Document Control sheet.

4.5.2. EMD of the successful bidder will be released after the successful bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG) as performance security.

4.5.3. EMD of all unsuccessful bidders would be refunded by PSeGS as promptly as possible after signing of the agreement with the successful bidder.

4.5.4. The EMD submitted shall be interest free and will be refundable to the bidders without any accrued interest on it.

4.5.5. The EMD will be forfeited on account of one or more of the following reasons:-

- 4.5.5.1. Bidder withdraws its bid during the validity period specified in the tender.
- 4.5.5.2. Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
- 4.5.5.3. In case of a successful bidder, the said bidder fails to sign the Agreement in time; or furnish Performance Bank Guarantee in time.

4.6 Preparation of bid

- 4.6.1. The bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices and other information along with all terms and condition and other formats of the bid. Failure to furnish all the necessary information as required by the bid or submission of a proposal not substantially responsive to all the requirements of the bid shall be at bidder's own risk and may be liable for rejection.
- 4.6.2. The bidders can seek any clarification required during the pre-bid meeting. Once the bid is submitted, it will be presumed that the bidder has seen and understood the complete Scope of Work.
- 4.6.3. The bid shall be uploaded on the www.eproc.punjab.gov.in website by the bidder or duly authorized person(s) to bind the bidder to the contract.
- 4.6.4. The bidder shall be responsible for all costs incurred in connection with participation in the bid process.
- 4.6.5. The bids submitted by fax / e-mail etc. shall not be accepted. No correspondence will be entertained on this matter.
- 4.6.6. Failure to comply with the below requirements shall lead to the bid rejection
 - 4.6.6.1. Comply with all requirements as set out within this tender.
 - 4.6.6.2. Submission of the forms and other particulars as specified in this tender and respond to each element in the order as set out in this tender.
 - 4.6.6.3. Non-submission of all supporting documentations specified in this tender, corrigendum or any addendum issued.

4.7 Disqualifications

- 4.7.1. PSeGS may at its sole discretion and at any time during the evaluation of bids, disqualify any bidder, if the bidder has:
- 4.7.2. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- 4.7.3. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- 4.7.4. Failed to provide clarifications related thereto, when sought;
- 4.7.5. Submitted more than one bid (directly / indirectly);
- 4.7.6. Declared ineligible by the Government of India / State / UT Government for corrupt and fraudulent practices or blacklisted.
- 4.7.7. Submitted a bid with price adjustment/variation provision.
- 4.7.8. Documents are not submitted as specified in the tender document.
- 4.7.9. Suppressed any details related to bid.
- 4.7.10. Submitted incomplete information, subjective, conditional offers and partial offers submitted.
- 4.7.11. Not submitted documents as requested in the checklist.
- 4.7.12. Submitted bid with lesser validity period.
- 4.7.13. Any non-adherence / non-compliance to applicable tender content.

4.8 Deviations

- 4.8.1. Bids submitted with any deviations to the contents of the Tender Document will be considered as non-responsive. No deviation(s) / assumption(s) / recommendation(s) shall be allowed with the bid. Bidders must ensure that pre-bid meeting is attended by their concerned senior people so that all clarifications and assumptions are resolved before bid submission.

4.9 Clarification on tender document

4.9.1. The bidders requiring any clarification on the bid document may submit his queries by the due date and time as mentioned in the Document Control Sheet in the below mentioned format:

| SN | RFP Clause No. | Page No. | RFP Clause detail | Clarification / Amendment Sought |
|----|----------------|----------|-------------------|----------------------------------|
| | | | | |

4.10 Bid opening

4.10.1. PSeGS will constitute a committee to evaluate the bids submitted by bidders. A two-stage process, as explained hereinafter, will be adopted for evaluation of bids. No correspondence will be entertained outside the process of evaluation with the Committee.

4.10.2. The bids submitted will be opened at time & date as specified in the document control sheet by Committee or any other officer authorized by Committee, in the presence of bidders or their representatives who may wish to be present at the time of bid opening.

4.10.3. Committee may, at its discretion, call for additional information from the bidder(s) through email / telephone / meeting or any other mode of communication. Such information has to be supplied within the set out time frame as provided by Committee, otherwise Committee shall make its own reasonable assumptions and decisions at the total risk of the bidder. The bidder will have to bear the consequences of such decisions.

4.11 Bid evaluation process

4.11.1. The bid evaluation will be carried out in a two stage process as under

- Eligibility-cum-technical evaluation
- Financial bids evaluation

4.12 Eligibility-cum-technical evaluation

4.12.2. The evaluation of the bidders will be carried out by the Committee as per the pre-qualification / eligibility criteria defined in the tender document. Only the bidders who fulfill the given pre-qualification eligibility criteria shall be eligible for next round of evaluation i.e.

financial bid opening. Non-conforming bids will be rejected and will not be eligible for any further processing.

4.12.3. The eligibility criteria are given as below:-

| SN | Eligibility Criteria | Supporting documents |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | <p>Bidder should be either:</p> <ul style="list-style-type: none"> • A company registered under the Indian Companies Act, 2013 / 1956 OR • A partnership firm registered under the Limited Liability Partnerships (LLP) Act, 2008 OR • A partnership firm registered under the Indian Partnership Act, 1932. | Any relevant document to prove legal status |
| 2. | <p>The bidder shall be in the business of supplying, installation, testing, commissioning and maintenance of Precision Air Conditioners for Govt Organizations / large office buildings / commercial premises /Industrial houses/offices of Govt of India/State/UT for minimum period of 5 years as on the date of bid submission.</p> | <p>Work order / contract to validate the year and area of activities.</p> <p>Details of Design, supply, installation, testing & commissioning of Precision Air-Conditioner of units.</p> |
| 3. | <p>The bidder shall be either original equipment manufacturer or Authorized Distributor of the Company or Authorized Dealer of the Company for Precision Air-conditioners (PAC) in Punjab/Chandigarh Region.</p> | Relevant documents |
| 4. | <p>PAC manufacturer for which Tenders have been submitted shall have Company Authorised Service Center/Agency at Punjab/Chandigarh with Company Trained Technicians for providing round the clock after sales service during the warranty period of the Precision Air Conditioners</p> | Relevant documents |
| 5. | <p>The bidder or parent company should have average turnover of Rupees 1 crore from similar work only, in the last three (3) financial years.</p> | <ul style="list-style-type: none"> • Copies of audited Financial Statements pertaining to last three financial years. • Copies of last 3 balance |

| | | |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| | | sheets duly signed by practicing Chartered Accountant. |
| 6. | <p>The bidder should have carried out atleast:</p> <ul style="list-style-type: none"> • One similar work costing not less than 30 lakh during the last 5 financial years. • Two similar work costing not less than 15 lakh during the last 5 financial years. • Three similar work costing not less than 10 lakh during the last 5 financial years. | A certificate in this regard to be submitted duly signed by practicing Chartered Accountant. |
| 7. | The bidder should be ISO 9001 certified which should be valid on date of submission. | Copy of Certificate |
| 8. | <p>The bidder shall submit the undertaking that the bidder:-</p> <ol style="list-style-type: none"> a. Has not been ever under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason. b. Has not been ever insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by court or judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons. c. And their directors, partners and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications within a period of three years as on date of submission of bid or not have been otherwise | Self-Certified letter |

| | | |
|----|------------------------------------------------------------------------------------------|----------------------------------------------------|
| | disqualified pursuant to debarment proceedings. | |
| 9. | The bidder should have valid GST registration certificate and PAN in the name of bidder. | Self-certified copy of relevant valid certificates |
| 10 | The bidder must ensure to deposit the tender document fees and EMD | Any relevant proof |

Note: All the above mentioned documents have to be scanned and uploaded.

4.13 Financial bids evaluation

- 4.13.1 Financial bids would be opened only for those bidders, who qualify all the Eligibility Criteria as explained above on the prescribed date in the presence of bidder's representatives, who may wish to be present.
- 4.13.2 The bidder offering lowest Price would be termed as L1 (Least Cost) bidder or the successful bidder.
- 4.13.3 In case the evaluated bid amount of two or more bidders are the same, then the firm having higher total turnover for the financial year 2019-2020 will be declared as L1 bidder or the successful bidder.
- 4.13.4 Failure to abide the tender conditions may result into forfeiture of EMD & PBG.
- 4.13.5 Any conditional financial bid will lead to disqualification of the entire bid and forfeiture of the EMD.
- 4.13.6 Bidder quoting zero or negative Unit Price will be treated as nonresponsive and will result in forfeiture of the EMD.
- 4.13.7 Errors & Rectification:
- 4.13.7.1 If there is a discrepancy between words and figures of the charges, the amount in figures will prevail.
- 4.13.7.2 If the bidder doesn't accept the correction of error(s) as specified, its bid will be rejected.

4.14 Notification of award of contract

- 4.14.1. PSeGS will notify the successful bidder in writing about acceptance of their bid. The notification of award will constitute the formation of the contract after submission of PBG to PSeGS as performance security by the successful bidder.

4.15 Performance security

- 4.15.1. As soon as possible, but not more than 10 days following receipt of letter of award of the contract, the successful bidder shall furnish PBG to PSeGS amounting to 10% of the contract value as performance security. Performance Security in the shape of bank guarantee will be accepted and verified by PSeGS from the concerned bank.
- 4.15.2. PBG shall remain valid for a period of 180 (one hundred eighty) days beyond the expiry of the contract. Whenever the contract is extended, Service Provider will have to extend the PBG proportionately.
- 4.15.3. In case the successful bidder fails to submit PBG within the time stipulated, PSeGS at its discretion may cancel the award of contract to the successful bidder without giving any notice and the EMD of the concerned bidder will be forfeited.
- 4.15.4. The Service Provider will not be entitled for any interest on the PBG submitted.
- 4.15.5. PSeGS shall forfeit the PBG in full or in part in the following cases:
- 4.15.5.1 When the terms and conditions of contract are breached/ infringed.
 - 4.15.5.2 When contract is being terminated due to non-performance of the Service Provider.
 - 4.15.5.3 The Clients incur any loss due to Service Provider's negligence in carrying out the project implementation as per the agreed terms & conditions.

4.16 Signing of contract

- 4.16.1. The successful bidder will sign the contract with PSeGS within 5 days after submission of the PBG. After signing of the contract, no variation in or modification of the term of the contract shall be made except by mutual written amendment signed by both the parties.

4.17 Fraud and corrupt / malpractices

- 4.17.1. All the bidders must observe the highest standards of ethics during the process of selection of Service Provider and during the performance and execution of contract.

- 4.17.2. For this purpose, definitions of the terms are set forth as follows:

4.17.2.1. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the Client or its personnel in contract executions.

4.17.2.2. "Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive the Client of the benefits of free and open competition.

4.17.2.3. "Unfair trade practice" means supply of services different from what is ordered, or change in the Scope of Work.

4.17.2.4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.

- 4.17.3. PSeGS will reject a proposal for award, if it determines that the bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices.

- 4.17.4 PSeGS will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if bidder is found to be engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract at any point of time.
- 4.17.5 Any false/wrong info given by the bidder will lead to the forfeiture of performance bank guarantee and EMD etc .

5. Scope of Work

5.1 Introduction

- 5.1.1 The Scope of Work covers the Supply, installation, commissioning, Testing and warranty of Precision Air conditioner. Presently three PAC systems are installed in Room No. 9, 8th floor, Punjab Civil Secretariat-I, Chandigarh for the critical servers installed there.
- 5.1.2 PSeGS proposes to replace these units with new set of equipment either through Original Equipment Manufacturers (OEM) or their authorized representatives.
- 5.1.3 The bidders may inspect the site and assess the conditions before submitting their offer.
- 5.1.4 The bidder's scope shall include dismantling of existing units and taking away the same before installation of new units.
- 5.1.5 All fixtures and wiring required for installation of product shall be the responsibility of vendor.
- 5.1.6 The bidders have to ensure that the Precision ACs supplied must be compliant with the existing infrastructure of data centre where 3 Precision ACs of 9 TR are functional at present.
- 5.1.7 Selected vendor has to complete the whole work within 30 days from the date of issue of work order by PSeGS.

5.2 Technical Specifications of Air-Conditioning System:

Bidder who is interested in participating in this tender must fulfill the eligibility criteria mentioned above and also in a position to comply the technical specification of equipment as mentioned below:

5.2.1 General

The AC Units should have high sensible heat ratios, to match high sensible loads of Switch room / Server Rooms/UPS Rooms etc. A Microprocessor controlled Precision package AC system with R-410A a refrigerant (compulsory) shall be suitable to handle thermal load and air quantity inputs from the server/switches and adjust its performance according to the actual heat load so as to achieve highest levels of full load & part load efficiency.

The Indoor unit shall comprise of Variable Capacity Scroll Compressor, Fibreglass corrosion resistant EC fans, Evaporator Coil with hydrophilic coating, advance Microprocessor controllers, Expansion valve/s, Drier/s, F5 Filter instead of G4 filter, Suction and Discharge piping, Internal power and Control wiring, Crankcase heaters, Humidifer, Heaters, HP/LP Cutouts, Power and Control contactors, water leak detectors, Monitoring card, Electrical accessories & other specs as per below:

Vendors are strictly advised to quote most efficient variable capacity compressor only. Client shall reject fixed capacity Scroll compressors proposal as it consumes high power consumption. Systems should mandatorily be having stepless variation of capacity from 10% to 100% without change in frequency.

THE AIR-COOLED PRECISION PACKAGE UNIT SHALL BE DESIGNED AS PER FOLLOWING CONDITIONS:

1. Unit return air temp capabilities: 24Deg.C & 50% RH.

2. Capacity : 10 TR at above condition.

3. Air Flow Direction : Bottom Discharge

- 4. Air inlet Temp & RH : Set point $\pm 1^{\circ}\text{C}$ (DB) & Set point $\pm 5\%$ (Return Air)
- 5. Air Quantity : 4000CFM
- 6. Units should be able to provide .95 SHR at part load
- 7. The Units shall be designed for 60-69 DBA at 1.5 meter from the unit outlet quiet operation with all moving parts mounted on anti-vibration mounting and carefully balanced to ensure minimum vibration.

5.2.1 **THE TECHNICAL SPECIFICATIONS OF UNITS ARE AS UNDER:
*Design Requirements***

The environmental control system shall be Factory assembled unit. It shall be floor mounted, optimized for maximum cooling capacity in a minimum footprint. It shall be specifically designed for service from the front of the unit. The system shall be designed for draw-through air arrangement to insure even air distribution to the entire face area of the coil. The unit shall modulate cooling capacity and airflow based on requirements.

The unit shall be ready to allow the installation of shackles for top handling. Forklift handling should be possible as well.

Quality Assurance

The specified system shall be factory end of line tested (functionality test) before shipment and designed to meet CE requirements. The system shall be designed and manufactured according to world-class quality standards. The manufacturer shall be ISO 9001 certified.

THE BIDDER TO PROPOSE UNITS WITH MINIMUM BELOW FEATURES:

| Sr. | Item | Description | Compliance |
|-----|------|-------------|------------|
| | | | |

| | | | (Yes/No) |
|----|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| 1. | <i>Cabinet</i> | <p>The cabinet is manufactured from galvanized steel sheet, externally painted with RAL7021 colour epoxy-polyester powder paint and assembled using stainless steel screws and high tensile rivets.</p> <p>The rear and the fans section panels are double-skinned, with 20mm (frontal fan section panel with 40mm) Class ‘O’ (A1 EU) fireproof insulation sandwiched between the skins to reduce noise emission and heat loss. The side panels, which are isolated from the inside of the unit to form a complete double-skinned cabinet, the small service panel for electrical heaters, are also lined with 10mm Class ‘O’ (A1 EU) fireproof insulation .</p> <p>The frontal panel(s) are assembled on hinges to make the access easier; this can be opened by the fast closing lock.</p> <p>The rear and side panels are screwed to the supports. The rear panel(s) are screwed directly to the frame.</p> | |
| 2. | <i>Cooling circuits & Cooling</i> | Refrigeration circuit(s), each incorporating one/two high | |

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|--|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| | <p><i>Coil</i></p> | <p>efficiency, fully hermetic variable capacity scroll compressor/s with crankcase heater, air-cooled condenser, liquid receiver with outlet service valve, safety valve, filter drier, moisture indicating sight glass, liquid line solenoid valve.</p> <p>Circuit is equipped with pre-set high pressure switch and low pressure transducer for protection against high condensing and low evaporating temperatures. The low pressure transducer is managed by microprocessor controller, whilst to avoid compressor cycling at high discharge pressures, the high pressure switch is equipped with a manual reset.</p> <p>The inclined evaporator coil is manufactured from copper tubes, mechanically bonded to hydrophilic painted aluminium fins, with a stainless steel condensate drain pan. The large face area/low velocity coil allows precise control of temperature and humidity during cooling and dehumidification, and is designed to optimise fluid velocity and minimise pressure drop.</p> <p>The moisture indicating sight glass and liquid line solenoid valve for</p> | |
|--|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

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| | | each circuit are mounted visible from a service window, immediately accessible once open the frontal door/s, to allow checking and adjustment while the unit is in operation. | |
| 3. | <i>Fan section</i> | <p>The unit is fitted with direct-driven, high efficiency, single inlet, backward curved, centrifugal ‘plug’ type innovating EC fan(s). The fan(s) have an impeller with curved blades corrosion resistant made of fibre glass plastic.</p> <p>The fan motors are Electronically Commutated, IP54, with internal protections, continuous speed regulation via controller signal. The motor is three-phase with IP54 protection; provided with internal thermal protection.</p> | |
| 4. | Heating | <p>The heating resistors are of a rigid design for extended operational life and are normally utilised to maintain room dry-bulb conditions during a system call for dehumidification. Each stage of heaters is made of finned armoured stainless steel AISI 304 to maintain a low surfaces power density. Ionization effects are eliminated owing to the low heater surface</p> | |

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| | | <p>temperature.</p> <p>Heating control is of the ON-OFF type. The heaters are phase balanced and are provided with a manual reset safety thermostat to disable them in the event of a high temperature.</p> <p>The heating system also incorporates Miniature Circuit Breaker(s) which protect the heater(s) from short circuits, should the harness be damaged accidentally.</p> | |
| 5. | <i>Air filtration</i> | <p>The standard filtration grade is F5 (CEN EN779 – respectively corresponding to EU5 according to Eurovent EU4/5). The F5 standard filters made by paper material and are completely recyclable.</p> <p>The filter pleated structure gives high filtration efficiency, low pressure drop and permit to use the filter without metallic or cardboard frame. The filter media is composed by fibre and latex. They are easily accessed/replaced by opening the front panels.</p> <p>The unit is fitted with a filter differential pressure switch, connected to the microprocessor</p> | |

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| | | controller to provide 'Filter Clogged' warning indication. | |
| 6. | <i>Monitoring</i> | Monitoring card should be able to support any one of the protocol (Bacnet/Modbus/SNMP). The card monitors and controls a wide range of operating parameters, alarms and notifications. The unit shall also include input for remote on-off and volt-free contacts for simple remote monitoring of low and high priority alarms: high/low temperature, fan/control failure, and others are available. | |
| 7. | <i>Microprocessor controller</i> | <p>The Control System is microprocessor based, 32 bit RISC. It can be programmed to control the function of every device within the unit via I/O.</p> <p>The controller allows setting and monitoring of the following room parameters via a 3 button keypad:</p> <ul style="list-style-type: none"> • Air Temperature • Temperature set-point • Temperature band • Humidity • Humidity set-point • Humidity band <p>The controller shall work on P / PI / PID, all three logics and provide Unit to Unit Ethernet connection to operate with multiple units, run/stand-by rotation, automatic changeover and parameter sharing functions, external communications through BMS, sequential auto restart timer, with adjustable time</p> | |

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| | | <p>delays to be applied to unit restart after a power loss.</p> <p>The controller shall have facility for 254 different warnings / alarms with following as mandatory:</p> <ul style="list-style-type: none"> • High temperature • Low temperature • High relative humidity • Low relative humidity • Humidifier failure • Fan failure • Electrical heater high temperature (When applicable) • Sensor failure, clogged filter alarm, predictive analysis/wellness maintenance alarm • Controller errors <p>Terminals are provided for remote start/stop control plus Volt-free 'Common Alarm' and 'Unit Run' indication</p> <p>The display shall provide with track recorded of temperature and humidity with graphically display on the screen.</p> <p>A buzzer provides audible indication of a 'Warning' or 'Alarm' condition</p> | |
|--|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

| | | | |
|----|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| | | <p>Unit memory shall hold the 400 most recent events with id number, time and date stamp for each event</p> <p>Menu shall display accumulative component operating hours for major components including compressors, fan motor, humidifier and reheat.</p> | |
| 8. | Electrical panel | <p>The electrical panel, located at the front of the unit in a compartment isolated from the airflow, contains the MCB's, contactors, transformers, controller PCB, overload relays etc. Each high voltage system component is provided with an MCB over-current protective device. All high voltage components are touch protected by means of a plastic cover. The electrical panel complies with the IEC norm en60204-1.</p> <p>Electrical power supply is 400V (±10%) / 3Ph / 50Hz (±2Hz) +N +E and are fitted with a mains isolator, mechanically interlocked with the electrical panel cover.</p> | |
| 9. | Safety interlocks | <p>Operation of heaters & humidifiers shall be possible only when blower fan is in operation. Fire detection signal from fire detector system shall be able to switch off the</p> | |

| | | | |
|-----|----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| | | package unit operation in event of fire in conditioned space | |
| 10. | EMC Free | Units supplied should have zero EMI (Electro magnetic interference) release. Vendors supplying inverter drive based units should use special EMI filters to avoid EMI release to the room. EMI filters are mandatory to protect communication equipments. | |
| 11. | Copper Piping Length | Vendor to confirm total equivalent length of 100 meter between indoor to outdoor with permissible vertical rise. This is very important from site point of view and will provide flexibility to user for selecting the outdoor location. | |
| 12. | Unit air temp capabilities for continues operation | Return air temp capabilities: 20 to 38Deg C, 20 to 60% RH, Supply air: 18 to 27 deg.C | |

5.3 Delivery:

- 5.3.1 The equipment should be delivered within 20 days from the date of work order.
- 5.3.2 Bidder will be responsible for ensuring proper packing, delivery and receipt of all the components related at the Location. Sealed packs will be opened in the presence of PSeGS/NIC

officials. The complete sets of manuals & licenses should be delivered together with the system.

5.3.3 Any component has not been delivered or if delivered is not operational, will be deemed/treated as non-delivery thereby excluding the PSeGS from all payment obligations under the terms of this contract. Partial delivery of products is not acceptable and payment would be released as per terms only after full delivery and installation.

5.3.4 Penalty is not applicable for reasons attributable to the PSeGS and Force Majeure. However, it is the responsibility of the bidder to prove that the delay is attributed to the PSeGS and Force Majeure. The bidder shall submit the proof authenticated by the bidder and PSeGS's official that the delay is attributed to the PSeGS and Force Majeure along with the bills requesting payment.

5.4 Installation

5.4.1 Installation at the location including unpacking of cartons/boxes, will be the responsibility of the Bidder. Bidder will have to install the system and hand it over to PSeGS for acceptance testing within 10 days from the date of receipt/Delivery of the system.

5.5 Documentation:

5.5.1 Bidder will have to supply all necessary documentation for the training, use and operation of the system. This will include at least one set of original copies per installation of the user manuals, reference manuals, operations manuals, and system management manuals in English only.

5.6. Training:

5.6.1 The Bidder shall provide training to technicians / officials (i.e. end-user) of PSeGS/ NIC to enable them to effectively operate

the total system. The training should be conducted at the time of installation up to a comfort level of user and at no cost to the PSeGS/NIC.

5.7 Warranty:

- 5.7.1 The selected bidder shall provide onsite, comprehensive maintenance warranty for a period of five years for the entire PAC System including accessories. The service support during warranty period shall be for all components of the System. Selected bidder will submit a certificate from OEM that there will be no issue while providing warranty, if the selected bidder is not OEM of the product.
- 5.7.2 Bidder shall carry out preventive maintenance at least once in quarter in consultation with the PSeGS/NIC team during the warranty period.
- 5.7.3 Preventive Maintenance will include replacement of worn-out parts, cleaning, gas refilling, checking diagnostic etc. Necessary records for preventive maintenance will be maintained by the bidder.
- 5.7.4 In event of any equipment is replaced or any defect in respect of any equipment is corrected during the warranty period, that equipment will remain in warranty for a period of 12 months from the date of such replacement/ correction of defects irrespective of the period of the comprehensive warranty.
- 5.7.5 In case of significant failures of specific component, entire system has to be replaced with new ones in proactive manner. The proactive action has to be taken immediately without impacting the day to day functioning and in a mutually convenient time. The proactive action plan is required to be submitted well in advance. The bidder is required to ensure that this kind of situation never arises.

- 5.7.6 In case equipment is taken away for repairs, the Bidder shall provide a standby equipment (of equivalent configuration), so that the work of the PSeGS is not affected.
- 5.7.7 The Bidder shall give an undertaking that sufficient quantity of spares will be kept as stock during the warranty period at their support office.
- 5.7.8 The successful bidder must ensure 24 * 7 * 365 service support during warranty period.

5.8 Single point of contact for Support:

- 5.8.1 Bidder has to provide details of single point of contact viz. designation, address, email address, telephone /mobile Number to the PSeGS. Escalation matrix for support should also be provided with full details as per **Annexure -A**.
- 5.8.2 The Bidder should have local service support office in the city of Chandigarh/Mohali. The Bidders who are not having the service support centre will not be considered.

6. General Contract Conditions

6.1 Contract period

- 6.1.1 This contract shall be valid for a period of 5 years from the date of signing of contract.

6.2 Prices

- 6.2.1 The prices quoted in the financial bid shall be inclusive of all statutory duties & taxes.
- 6.2.2 The prices shall remain fixed for the complete contractual period. No price change request will be accepted after opening of the bids and during the validity of the contract.
- 6.2.3 In the financial bid format, if the bidder fails to quote price, then the bid of the concerned bidder shall be rejected.

- 6.2.4 Bidders have to quote the buyback value of the 3 existing Precision ACs of capacity 9 TR in the financial bid format. These precisions ACs were procured approx. 8 years back.
- 6.2.5 Bidders have to ensure that the rate quoted by them in this tender not be more than the rate that they had offered to any other Departments/Boards/Corporations/ Institutions of State and Central Government for providing the similar work. Bidders have to submit a self-certificate for this.

6.3 Payment terms

- 6.3.1 Payment to the Service Provider shall be made in Indian Rupees through NEFT or account payee cheque only.
- 6.3.2 Payment terms will be as follows:
- 6.3.2.1 90% of the total cost on successful delivery, installation, commissioning & training of equipment and testing for minimum 15 days.
- 6.3.2.2 Balance amount of 10% will be released @ 2% after completion of each year during warranty period.
- 6.3.3 90% Payment shall be released to the vendor on production of following documents:
- Original copy of Invoice
 - Original copy of Delivery Challan
 - Original copy of Installation report
 - Tests & acceptance of PSeGS
 - Successful completion of training to the officials of PSeGS/NIC
- 6.3.4 Balance 10 % Payment shall be released to the vendor after completion of each year during the warranty period @ 2% of total value on production of following documents:
- Preventive maintenance reports for the year duly signed by DoGRPG/PSeGS/NIC official.
 - Undertaking that sufficient quantity of spares is available in stock.

- Report and relevant documents related to equipment replaced/repaired.
- 6.3.5 The payments shall be subjected to Tax Deducted at Source (TDS). There shall be no exemption until & unless applicable certificates to this effect are submitted.
- 6.3.6 The invoices shall be raised using GST No. of Punjab only.
- 6.3.7 The decision of the Client pertaining to the quality and quantity of works / services performed by the Service Provider will be final and acceptable to the Service Provider besides being binding. It shall be the responsibility of the Service Provider to rectify the deficiencies so pointed out without any extra payment. In the event of default by Service Provider, the Client reserves the right to get the concerned work / services fixed at its own level at the cost, risk and responsibility of the Service Provider after giving a notice in regard thereto in writing and expenditure so incurred by the Client will be recovered from the invoices of the Service Provider or from PBG, as it may deem fit.

6.4 Subletting

- 6.4.1 If at any stage, it is found that the work has been subletted, the supply order will be cancelled, PBG will be forfeited and payment for the job done will not be made. The contract shall be cancelled and DoGRPG shall reserve the right to blacklist the vendor.

6.5 Applicable law

- 6.5.1 Applicable Law means the laws and any other instruments having the force of law in India as may be issued and in force from time to time. The contract shall be interpreted in accordance with the laws of the Union of India and the State of Punjab.

6.6 Governing language

6.6.1 The Contract shall be written in English language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English language.

6.7 Taxes and duties

6.7.1 All taxes, duties and any statutory levies etc. payable by the Service Provider during the contract tenure shall be the sole responsibility of the Service Provider.

6.8 Confidentiality

6.8.1 Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the Service Provider and/ or the Client to each other including, but not limited to, the services, plans, financial data and personnel statistics, whether or not marked as confidential or proprietary by the parties.

6.8.2 During the execution of the project except with the prior written consent of the Client, the Service Provider or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

6.8.3 The Service Provider will maintain the confidentiality of the data stored on the computer systems of end customer. The Service Provider will be required to take appropriate actions with respect to its personnel to ensure that the obligations of non-use & non-disclosure of confidential information are fully satisfied. In case of failure, the Client has right to take legal action against the firm.

6.9 Termination of contract for default

- 6.9.1 The Client or the Service Provider can terminate the contract in the event of default of terms and conditions of this tender or the subsequent contract by the other party by giving 1 months' written notice.

6.10 Termination of contract for insolvency, dissolution etc.

- 6.10.1 The Client may at any time terminate the Contract by giving written notice to the Service Provider, if the Service Provider becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to Client.

6.11 Termination for convenience

- 6.11.1 The Client reserves the right to terminate, by prior written 1 months' notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for Client's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

6.12 Force Majeure

- 6.12.1 The Service Provider shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 6.12.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence, and not foreseeable. Such

events may include, but are not restricted to, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, and quarantine restrictions.

- 6.12.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by Client in writing, the Service Provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

6.13 Resolution of disputes

- 6.13.1 If any dispute arises between parties, then these would be resolved in following ways:

6.13.1.1 Amicable Settlement: Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second Sub-clause of resolution of disputes shall become applicable.

6.13.1.2 Arbitration: In case dispute arising between the Client and the Service Provider, which has not been settled amicably, the Service Provider can request the Client to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the Arbitrator which shall be "Vice Chairman-PSeGS". The Indian Arbitration and Conciliation Act, 1996 and

any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at Chandigarh. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne equally by the client and the Service Provider. However, the expenses incurred by each party in connection with the preparation, presentation and litigation shall be borne by the party itself.

6.14 Legal Jurisdiction

6.14.1 All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Mohali, Punjab only.

6.15 Amendment to the contract

6.15.1 The contract signed thereof can be amended by mutual consent of both the parties, provided such amendment is made in writing and signed by both the parties.

6.16 Limitation of liability

6.16.1 Service Provider's cumulative liability for its obligations under this Agreement shall not exceed the sum total of the following:

6.16.1.1 The cumulative work order value issued to the "Service Provider", if any.

6.16.1.2 The cumulative value of the EMD and PBG.

6.16.2 This limitation shall not apply to the following:

6.16.2.1 The acts of "Service Provider" which invite civil and or criminal consequences including damages etc. due to default on "Service Provider" in compliance of the conditions of the present agreement.

6.16.2.2 Any liability for damages arising from wilful misconduct or indemnification against third party claims for infringement.

7 Bid formats

[Note: *Italicized comments in rectangular brackets of formats have been provided for the purpose of guidance/ instructions to bidders for preparation of the bid formats. These should not appear in the final bids to be submitted by the bidders]*

7.1 Covering letter

Bid Reference No. : PSeGS/PAC/2020/1

[Bidders are required to submit the covering letter as given here on their letterhead]

To

Member Secretary,
Punjab State e-Governance Society,
O/o Directorate of Governance Reforms,
Plot D-241, Industrial Area, Phase 8B, Sector – 74, Mohali-160071

Sub: Bid for supply, installation, testing & commissioning of Precision Air-Conditioner

Dear Sir,

1. We, the undersigned, have carefully examined the above referenced tender and offer to propose for the supply, installation, testing & commissioning of Precision Air-Conditioner, in full conformity with the said tender.
2. We have read all the provisions of tender & corrigendum and confirm that these are acceptable to us.
3. We further declare that additional conditions, variations, if any, found in our proposal shall not be given effect to.
4. We agree to abide by this bid, consisting of this letter and financial bid, and all attachments, till 180 days from the date of submission of bids as stipulated in the tender and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

5. Until the formal final contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us.
6. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.
7. We understand you are not bound to accept any bid you receive, not to give reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.
8. We declare that this is our sole participation in this tender bid and we are not participating/co-participating through any of other related party or channel.
9. We have not been blacklisted or barred by any State Govt. / Central Govt. / Board, Corporations and Government Societies / PSU for any reason.
10. EMD of Amount Rs. <Fill Amount> has been paid online. Details are as below:-

[Insert the details as applicable].
11. Tender document cost has also been paid online. Details are as below:-

[Insert the details as applicable].
12. Our details have been filled below:-

| SN | Particulars | Details |
|-----------|-------------------------------------------------------|----------------|
| 1. | Name of the bidder | |
| 2. | Principal place of business | |
| 3. | Address with Telephone numbers, Fax number, etc | |
| 4. | Date of incorporation and/or commencement of business | |
| 5. | Name of Partners/ Directors | |
| 6. | Registration Number | |
| 7. | PAN Number | |
| 8. | GST Registration Number | |

| | | |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 9. | Brief description of the Service Provider's line of business | |
| 10. | Name, designation, postal address, e-mail address, phone numbers (including mobile) etc., of Authorized Signatory of the bidder with power of attorney. | |
| 11. | Details of individuals who will serve as the point of contact/communication with the Client in case of the award of the contract. | |
| | <i>[The details to include Name, designation, postal address, e-mail address, phone numbers (including mobile) etc.]</i> | |

13. Details of Similar Works that are in progress or have been completed (Proofs attached) :-

| S. No. | Name of the Service Contract | Name of the Client | Number of persons deployed | Value of Contract | Contract start date | Contract completion date |
|--------|------------------------------|--------------------|----------------------------|-------------------|---------------------|--------------------------|
| | | | | | | |

Signature

Full Name

In the capacity of

Duly authorised to sign Proposal for and on behalf of

Date.....

Place.....

[*: Strike off whichever is not applicable]

7.2 Eligibility criteria form

Bid Reference No.: PSeGS/PAC/2020/1

7.2.1 The compliance against each of the particulars provided under Clause 4.12.2 is to be submitted as per below format:-

| Sl. No. | Particulars | Eligibility Criteria | Supporting documents | Pg. No. | Compliance (Yes / No) |
|---------|-------------|----------------------|----------------------|---------|-----------------------|
| ... | ... | ... | ... | ... | ... |

7.3 Financial bid form

[To be submitted by the bidder as per the format provided on the e-procurement website]

7.4 Format for Performance Bank Guarantee

Member Secretary
Punjab State e-Governance Society (PSeGS),
O/o Directorate of Governance Reforms (DGR),
Government of Punjab
Plot D-241, Industrial Area, Phase – 8B, Sector – 74,
Mohali – 160071

Whereas, <<name of the Service Provider and address>> (hereinafter called “the applicant”) has undertaken, in pursuance of tender No: / Contract no. <<insert RFP / contract no.>> dated. <<insert date>> to provide consulting services for <<name of the assignment>> to <<Client>> (hereinafter called “the beneficiary”)

And whereas it has been stipulated in the said contract that the applicant shall furnish you with a irrevocable and unconditional bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <<Name of the Bank>> a banking company incorporated and having its head /registered office at <<address of the registered office>> and having one of its office at <<address of the local office>> have agreed to give the Client such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider, upto a total of Rs. <<Insert Value>> (Rupees <<insert value in words>> only) and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <<Insert Value>> (Rupees <<insert value in words>> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the applicant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

Notwithstanding anything contained herein:

1. Our liability under this bank guarantee shall not exceed Rs<<Insert Value>> (Rupees <<insert value in words>> only).
2. This bank guarantee shall be valid up to <<insert expiry date>>.
3. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert expiry date>> failing which our liability under the guarantee will automatically cease.

8 SLA and Penalties

| S.N. | Activity | Deliverable | Target / Service Level | Penalty for delays beyond target level |
|-------------|---------------------------------------------------|----------------------------------------|-------------------------------------------------------|-----------------------------------------------------------------|
| 1 | Submission of fixed PBG | PBG | 10 days from the issue of letter of award of contract | Rs. 1,000/- per day |
| 2 | Signing of contract | Signed contract | 5 days from submission of PBG | Rs. 1,000/- per day |
| 3. | Supply and delivery of Precision Air-Conditioners | Precision ACs Delivered at Data Centre | 20 days from the date of issue of work order | 2% of the total value of the work order per week for the delay. |
| 4 | Installation and Commissioning | Precision ACs installed | 10 days from the date | 2% of the total |

Tender document for Supply, installation, testing, Commissioning of Precision Air-Conditioners

| | of the Precision ACs | and Commissioned | of receipt / delivery of the system | value of the work order per week for the delay. |
|----|-------------------------------------------------------------------------|-----------------------------------|--------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4. | Resolution of the complaints and Service Support during warranty period | Issue Resolved | within 4 hours of lodging of complaint | For a delay beyond 4 hours:- Rs. 2000/- for the first 24 hours if the defect / issue reported is severe enough to stop the working of the Precision AC. Otherwise, Rs. 1000/- for the first 24 hours. The rate of penalty shall be doubled after every 24 hours in case the reported issue is not resolved. |
| 5 | Preventative Maintenance of Precision ACs | Preventative Maintenance provided | at least once in quarter in each year during warranty period | 5% of the annual payment of the warranty period. |
| 6 | Training to officials of PSeGS/NIC | Training Provided | At the time of installation of product | Rs 10,000 |

Note: Penalties shall be recovered from pending payments or from PBG.

Escalation Matrix

A. For Delivery Related Issues

| S. N. | Name | Designation | Full address | Phone No | Mobile No | Email |
|--------------|-------------|-------------------------------------------------------------|---------------------|-----------------|------------------|--------------|
| | | First level Contact | | | | |
| | | Second level Contact (If response not received in 24 Hours) | | | | |
| | | Regional / Zonal Head(If response not received in 48 Hours) | | | | |
| | | Country Head(If response not received in One week) | | | | |

B. Service related Issues :

| S. N. | Name | Designation | Full address | Phone No | Mobile No | Email |
|--------------|-------------|-------------------------------------------------------------|---------------------|-----------------|------------------|--------------|
| | | First level Contact | | | | |
| | | Second level Contact (If response not received in 24 Hours) | | | | |
| | | Regional / Zonal Head(If response not received in 48 Hours) | | | | |
| | | Country Head(If response not received in One week) | | | | |

Any Change in designation, substitution will be informed by us immediately.

Name of the Company

Signature of Representative