



**I.K. GUJRAL PUNJAB TECHNICAL  
UNIVERSITY, JALANDHAR-KAPURTHALA  
HIGHWAY, KAPURTHALA**

**E-TENDER DOCUMENT**

**FOR**

**OPERATION, RUNNING AND COMPREHENSIVE  
MAINTENANCE OF AIR CONDITIONED SYSTEM  
AND HOT WATER GENERATOR  
(FOR THREE YEARS)**

**AT**

**I K GUJRAL PUNJAB TECHNICAL UNIVERSITY CAMPUS  
JALANDHAR-KAPURTHALA HIGHWAY  
KAPURTHALA (PUNJAB) – 144603**

**I.K. GUJRAL PUNJAB TECHNICAL UNIVERSITY  
JALANDHAR-KAPURTHALA HIGHWAY, KAPURTHALA**

*[Handwritten signatures in blue ink]*

**E-TENDER NOTICE****E-Tender No. – IKGPTU/2017-18/MC-01**Online tenders are invited as detailed below:-

<b>Name of Item</b>	<b>Cost of Tender Document</b>	<b>Earnest Money</b>	<b>Tender Processing Fee</b>
Operation, Running & Comprehensive Maintenance of Central Air Conditioned System and Hot water Generator installed at IKGPTU Campus at Jalandhar- Kapurthala Highway, Kapurthala, Punjab for a period of three year from the date of award of contract.	₹.2500/-	₹.1.15Lacs	Bidders are not required to pay tender processing fee.

Important Dates:-

<b>Last Date of Submission of online Tender</b>	<b>Date and Time of opening of Technical Bid</b>	<b>Date and Time of opening of Financial Bid</b>	<b>Venue</b>
04/12/2017 11:00 hours	06/12/2017 at 11:00 hrs	To be intimated later to the bidders who will qualify technical bid.	IKGPTU Jalandhar- Kapurthala Highway Kapurthala.

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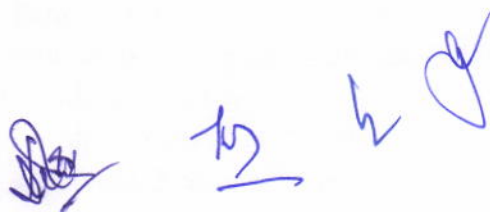
**IK GUJRAL PUNJAB TECHNICAL UNIVERSITY JALANDHAR**  
**JALANDHAR-KAPURTHALA HIGHWAY, KAPURTHALA**

**E-tender Document for Operation, Running & Comprehensive Maintenance of Central Air Conditioned System and Hot water Generator installed at IKGPTU Campus at Jalandhar-Kapurthala Highway, Kapurthala, Punjab for a period of three year from the date of award of contract.**

1. The tender document can be downloaded from website [etender.punjabgovt.gov.in](http://etender.punjabgovt.gov.in). Tenders shall be opened at above mentioned places in the presence of parties or their representative who may like to be present. For participating in the above e-tendering process, the suppliers/bidders shall have to get themselves registered with [etender.punjabgovt.gov.in](http://etender.punjabgovt.gov.in) and get user ID and password. Class Three Digital signatures is mandatory to participate in the e-tender process. For any clarification/difficulty regarding e-tendering process flow, please contact us on 8146699878 (District Coordinator, Jalandhar) or E-procurement Helpdesk Nos. 8054628821, 0172-3934667, 9257209340.
2. The **tender form fee Rs. 2500/- and E.M.D. as mentioned in above table**. The Tender fees and EMD should be deposited / Pay by online/E-payment mode only. No other modes will be accepted. **BIDDER ARE NOT REQUIRED TO PAY TENDER PROCESSING FEE, AS SAME IS BEING PAID BY IKGPTU TO PUNJAB INFOTECH.**
3. Corrigendum/Addendum /Corrections/notice, if any will be published on the website.
4. All fees like cost of Tender document (Nonrefundable) and Earnest money shall be paid through ONLINE mode (IPG, Net Banking, NEFT/RTGS) only.
5. Bids must be submitted online through **e-portal etender.punjabgovt.gov.in** before the time specified in the above table (as per system clock). Department/Service provider does not take any responsibility for the delay caused due to non-availability of internet connection or network traffic for online bids.
6. Bidders shall up load scanned copy of all the papers i.e. proof of Earnest Money, Tender document cost, Enlistment Certificate, PAN Card, GST No. and other certificates as required in the eligibility criteria, without which the tenders would not be opened and would be rejected.
7. Uploaded documents of valid successful bidders may be verified. The valid successful bidder has to provide the originals to the concerned authority on receipt of letter, which will be sent back through registered post.
8. Bid(s) once submitted online, can be resubmitted before last date and time of submission.



9. There is no limit to data that can be uploaded on Punjab Infotech website, however, for ease of uploading and downloading, vendors will be advised to compile data into files and upload. Capacity of each upload file should not be more than 4 MB, preferable to keep it even less.
10. Perspective Vendors are advised to start uploading process well on time and not leave it to the last minute as same shall take time because of the data involved.
11. If the date of opening of tenders happens to be a public holiday, then the tenders will be opened on next working day at the same time and place.
12. The bidders should keep checking the website for any **addenda/corrigenda** to the notice/bidding documents till the date of on-line submission of bids, and the bidder should incorporate the same in his bid documents.

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## General Guidelines

1. The General terms and conditions, Conditions of Contract, Eligibility criteria, scope of work etc. are enclosed. Each and every page of the bid must be signed & stamped by authorized signatory and scanned & uploaded on the website.
2. **The Commercial Bid only submitted by online and not to send hard copy. Commercial bids of only those tenderers will be opened who will fulfill the eligibility criteria and qualify technically.**
3. **Technical bid Performa (Annexure I) to be filled on line.**
4. Technical bid will be opened on the due date and time as notified, in the presence of the bidders present with authorization letter from the respective company/firm.
5. **The bidders who qualify the technical bid, will only be informed regarding opening of financial bids. The financial bids will be opened on the due date and time as intimated, in the presence of the vendors with authorization letter from the respective company/firms.**
6. Rates should be inclusive of all taxes and duties.
7. The EMD/Performance security is liable to be forfeited in case the supplier fails to start/execute the order in time.
8. IKGPTU shall not be responsible if it is not possible to up load / submit the tender online due to any fault or malfunctioning of the internet / e tender site.
9. The tender should be submitted with the tender document available on e-tender website ([etender.punjabgovt.gov.in](http://etender.punjabgovt.gov.in)) and can be seen on University website i.e. ([www.ptu.ac.in](http://www.ptu.ac.in)).
10. **Authorized signatory should sign on all the pages. Bids without signatures of authorized signatory on all the pages will be out rightly rejected.**
11. The validity of the offer shall be 90 days after the date of opening of the tender. If any bidder withdraws his tender within the validity period or makes any modifications in terms and conditions of the tender and/or rates after submission of tender the same shall not be acceptable to IKGPTU. If the successful bidder does not start the work within stipulated period from the date of issue of letter of acceptance, then IKGPTU shall without prejudice to any other right or remedy, be at liberty to forfeit the earnest money deposited by the bidder. In case of forfeiture of EMD, the tenderer shall be debarred from bidding in case of re-invitation of the tenders.
12. Incomplete Tenders are liable to rejected.



## 1.0 ELIGIBILITY CRITERIA:

The tenderers fulfilling all the following criteria shall be considered as qualified for opening of financial bids:

1.1 The tenderers should process the experience of having successfully completed similar works during the last five years (ending last day of the previous month to the one in which tenders are invited) which should be any of the following:-

- i. Three similar completed works each costing not less than Rs.24.0 Lacs each.
- ii. Two similar completed works each costing not less than Rs.30.0 Lacs each.
- iii. One similar completed work costing not less than Rs.48.0 Lacs.

Similar works means "Operation, running and Comprehensive Maintenance of Air Conditioning System."

The bidders must submit the completion certificate issued by the clients. The works for which certificate are attached will only be considered for evaluation.

1.2 The agency should have Minimum average annual turnover of ₹18.0 lacs in the last three financial years.

The financial turnover shall be judged from annual reports and/or profit and loss account statement duly signed by the chartered Accountant. The bidders should submit these reports for the financial years 2014-15, 2015-16 and 2016-17 along with bids. The bidders may submit a certificate from Chartered Accountant showing the annual turnovers where audited Annual report is not available.

1.3 The bidders should not have been blacklisted or debarred from bidding or declare as a non-performer by any Govt./Semi Govt./Autonomous body. The bidders shall submit an declaration duly attested by Notary that they have not been blacklisted or debarred from bidding or declare as a non-performer by any Govt./Semi Govt./Autonomous body.

1.4 The bidder should provide Solvency Certificate from Bank.

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1.5 The bidders should have the following registrations/documents:

- i. Provident Fund Registration/ESI Registration.
- ii. GST Registration
- iii. Valid PAN in the same name of the bidder/tenderer.

**Enclosed self attested copies of the above registration certificates.**

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**2.0 General Terms & Conditions:**

The tenderers are advised to study the tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. The aspiring tenderer should submit their bids in compliance with the scope of work, tender procedures and contract terms and conditions as prescribed in the tender document. The following instructions should be carefully noted and complied with:

- 2.1 The tenderers shall sign all pages of tender document. All changes, alteration, corrections in the bid shall be signed in full by the person(s) signing the bid with date. The tender document duly signed will be considered a contractual obligation for the tender.
- 2.2 The tenderers shall quote the rates in Indian Rupees, in English language and international numerals. The rate shall be entered in figures as well as in words. In case of any discrepancy between rates mentioned in figures and words, the latter shall prevail. Rates quoted by the bidder shall be final and no amendment shall be permitted. All rates shall be fixed & inclusive of all taxes and shall not be subject to escalation. Upward change in rates will not be considered due to any hike in market prices or taxes during the period of contract. Rates once finalized will be fixed for the total contract period including extensions (if any).
- 2.3 Power of Attorney/Authorization with seal of the company, of person signing the bid documents should also be submitted along with Technical Bid.
- 2.4 Canvassing in any form in connection with the Tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing are liable for rejection.

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### 3.0 CONDITIONS OF CONTRACT

#### DEFINITIONS

In the Contract, as herein after defined, the following word expressions shall have the meanings hereby assigned to them, except where the context requires otherwise.

- a) "**Client or Principal Employer or Employer or Owner**" means the I K Gujral Punjab Technical University, Jalandhar-Kapurthala Highway, Kapurthala, Punjab.
- b) "**The Vice Chancellor (VC)**" means the Vice Chancellor of I K Gujral Punjab Technical University.
- c) "**The Registrar**" means the Registrar of I K Gujral Punjab Technical University.
- d) "**Officer or Officer in Charge**" means the person/Agency appointed by I K Gujral Punjab Technical University for operation of this contract.
- e) "**Officer's Representative**" means any official nominated from time to time by the Officer to act on his behalf.
- f) "**Contractor**" means the individual, firm, Company, Corporation who enters into the Contract with the Employer/Officer, and shall include its heirs, executors, administrators, successors, legal representatives, as the case may be.
- g) "**Contractor's Representative**" shall mean the person responsible for execution of the contract who shall be so declared by the Contractor and who shall be authorised under a duly executed power of attorney to comply the instructions and to use, receive materials issued by the Officer to the Contractor for works. He shall be capable of taking responsibility for proper execution of works.
- h) "**Sub-Contractor**" means the individual, firm, Company, Corporation, Joint Venture or Consortium, having direct Contract with the Contractor and to whom any part of the work has been sublet by the Contractor and shall include his heirs, his executors, administrators, successors, legal representatives, as the case may be.
- i) "**Other Contractors**" means the individual, firm, Company, Corporation, Joint Venture or Consortium employed by or having a Contract directly or indirectly with the Client/Employer/Officer other than the Contractor.
- j) "**Tenderer or Bidder**" means the individual, firm, Company, Corporation, Joint Venture or Consortium submitting a bid/tender.

- k) "**Scheduled Bank**" means a bank included in the second schedule to the Reserve Bank of India Act, 1934, or modification thereto.
- l) "**Contract**" shall mean and include the Agreement or Letter of Acceptance, the accepted Bill of Quantities and Rates, the Conditions of Contract, Instructions to the Tenderers and other Tender Documents.
- m) "**Tender or Bid**" means the offer (Technical and/or Financial) made by individual, firm, Company, corporation, Joint Venture or Consortium for the execution of the works.
- n) "**Specifications**" means the specifications referred to in the Contract and any modification thereof or addition thereto, or as may from time to time be furnished or approved in writing by the Officer.
- o) "**Drawings**" means the Drawings annexed to the Contract or referred in it and shall include any modifications of such Drawings and further Drawings as may be issued or approved by the Officer.
- p) "**Bill of Quantities (BOQ)**" means list of items of work, their quantities and rates.
- q) "**Original Contract Value**" means the sum stated in the letter of Acceptance/Contract Agreement.
- r) "**Contract Value**" means the original contract value subject to the adjustments in accordance with the provisions of the Contract.
- s) "**Site**" means the land and/or other places on, under, in or through which the works are to be carried out, and any other lands or places provided by the Client/Employer/Officer for the purpose of the Contract.
- t) "**Material/s**" means all equipment, components, fittings and other materials including raw materials, which form part of the permanent works.
- u) "**Test**" means such tests as prescribed in the Contract or by the Officer or Officer's Representatives, whether performed by the Contractor or by the Officer or his Representative, or any agency approved by the Officer.
- v) "**Approval or Approved**" means approval in writing including subsequent written confirmation of previous verbal approval.
- w) "**Letter of Acceptance**" means the letter from the Employer or the Officer to the Contractor, conveying acceptance of the Tender.



- x) **"Month"** means the Gregorian calendar month.
- y) **"Day"** means the calendar day.
- z) **"Time"** expressed by hours of the clock shall be according to the Indian Standard time.
- z-i) **"Tender Date"** means closing date fixed for receipt of tenders as per notice inviting tender or extended by subsequent notification.
- z-ii) **"Rupees"** (or Rs. in abbreviation) shall mean Rupees in Indian currency.
- z-iii) I.K Gujral Punjab Technical University may at its discretion increase/decrease the quantity/period of services etc. of the tendered items/subject matter of tender.
- z-iv) Tenderer must ensure statutory compliance of PF Act , ESIC Act , Payment of Wages Act, Workmen's Compensation Act, Maternity Act, Labour Laws and Labour Welfare Measures as per applicable rules and regulations.

### 3.1 **HEADING AND MARGINAL NOTES**

- a. The top heading and marginal notes given in the tender or Contract documents are solely for the purpose of facilitating reference and shall not be deemed to be part thereof and shall not be taken into consideration in the interpretation or consideration thereof.
- b. **Notices, consents, Approvals, Certificates and Determination.**

Wherever in the Contract provision is made for giving or issue of any notice, consent, approval certificate or determination, it shall be in writing and the words notify, certify or determine shall be construed accordingly.

### 3.2 **SINGULAR, PLURAL AND GENERAL**

Words importing the singular only also include the plural and vice versa where the context requires. Similarly, words importing masculine gender also include the feminine gender.

### 3.3 **COMMUNICATION AND LANGUAGE OF CONTRACT**

- a. **Communication to be in writing**

All notices, communications, references and complaints by either party to the Contract shall be in writing in English, Punjabi or Hindi. Communication from only authorised representative of the Contractor shall be entertained.

b. **Language of Contract**

The Contract document shall be drawn up in English.

**3.4 LAWS GOVERNING THE CONTRACT**

The Contract shall be governed by the laws in force in India.

**3.5 CONTRACTOR'S UNDERSTANDING**

The Contractor shall be deemed to have satisfied himself, before tendering, as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the Bill of Quantities, all of which shall except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution, completion and maintenance of works.

**3.6 COMMENCEMENT OF WORK**

The Contractor shall commence the works within a period of seven days from the date of issue of Letter of Acceptance.

**3.7 INDEMNITY BY THE CONTRACTOR**

**Indemnity against all actions of Contractor**

The Contractor shall hold and save harmless and indemnify the Client/Employer/Officer and their employees, from all actions, suits, proceedings, loss, costs, damages, charges, claims and demands of every nature and description brought against or recovered from the Client/Employer/Officer and their employees by reason of any act or omission of the Contractor and/or his representative and/or his Employees and/or his sub-contractors in the execution of the works or in the guarding of the same. All the sums payable by Client/Employer/ Officer by way of compensation under any of these conditions, shall be recovered from the dues of the Contractor, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

**Indemnity against all Claims of Patent rights and Royalties**

The Contractor shall hold and save harmless and indemnify the Client/Employer/Officer, his officers and Employees from and against all claims and proceedings for or on account of infringement by the Contractor of copyright, any patent rights, design, trademark or name, secret process, patented or unpatented invention, articles or appliances manufactured or used for or in connection with the works and from and against all claims, proceedings, costs, damages, charges, and expenses whatsoever in respect thereof

or in relation thereto. The Contractor shall pay all royalties, taxes, rent and other payments or compensation, if any, for getting the materials required for the works and due fulfillment of the contract and indemnify Client/Employer/Officer against any claims in this regard.

The Contractor shall, at his own expense, arrange for the safety provisions as required by any law in force, in respect of the labour employed directly or indirectly welfare measure for performance of the works, and shall provide all facilities in connection therewith.

The responsibility for implementing the instructions/guidelines for working on National Holidays and Sundays shall be of the Contractor.

IKGPTU shall not have any concern or relation either directly or indirectly with the personnel employed by the contractor for execution of this contract and all the statutory obligations shall be discharged by the contractor.

This agreement will be a commercial agreement and not one for creation of employment.

### 3.8 OCCUPATION AND USE OF LAND

No land belonging to or in the possession of the Client/Employer/Officer shall be occupied by the Contractor without written permission of the Officer. No unauthorized buildings/huts/construction/structures will be put up by the contractor in IKGPTU campus.

### 3.9 LABOUR LAWS:

- a. In dealing with labour and employees, the Contractor and his subcontractors (including piece rate and petty Contractors) shall comply fully with all laws and statutory regulations such as
  - i) Workmen's Compensation Act, 1923
  - ii) Payment of Gratuity Act, 1972
  - iii) Employees Provident Funds and Miscellaneous Provisions Act, 1952
  - iv) Maternity Benefits Act, 1951
  - v) Contract Labour (Regulations and Abolition) Act, 1970
  - vi) Minimum Wages Act 1948
  - vii) Payment of Wages Act 1936
  - viii) Equal Remuneration Act 1979
  - ix) Payment of Bonus Act 1965
  - x) Industrial Dispute Act 1947
  - xi) Industrial Employment (Standing Orders) Act 1946
  - xii) Trade Union Act 1926

- xiii) Child Labour (Prohibition and Regulation) Act 1986
- xiv) Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act 1979
- xv) The Buildings and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and Cess Act of 1996.
- xvi) The Factories Act 1948.

and any other laws or Regulations framed by competent legislative authorities from time to time as may be applicable. In accordance with the various Acts and Regulations with all upto date amendments, the Contractor shall ensure that he and his subcontractors (including petty and piece rate Contractors) observe strictly interalia the following :

- a. Wages paid are not less than those prescribed.
- b. Wages and other dues are paid regularly and in time.
- c. Liens/licenses are obtained as required under any of the acts or regulations.
- d. Maintain prescribed records, submit necessary statements to authorities concerned and display required notices.
- e. Take prompt action on any instructions / directions from the authorities under various labour laws.

### 3.10 Claims on account of violation of labour laws

If any moneys shall as a result of any instructions, directions or decisions from the authorities or claim or application made under any of the labour laws or regulations be directed to be paid by the Officer because of any failure of the Contractor, such moneys shall be deemed to be moneys payable to the Officer by the Contractor and on failure of the Contractor to repay the Officer any moneys paid or to be paid as aforesaid within seven days after the same shall have been demanded, the Officer shall be entitled to recover the amount from any moneys due or becoming due to the Contractor under this or any other contract with the Employer. The Officer shall not be bound to contest any such claim or demand unless the Contractor makes a written request for it, and Contractor's reasons for contesting are considered reasonable by the Officer and the Contractor deposits the full cost that the Officer may have to incur in contesting the case.

The Contractor shall be responsible for safety of all employees/labour employed by him on works, directly or through petty Contractors or sub-Contractors and shall report accidents, occurring on works to the Officer or the Officer's representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. In case of fatal accident, it will be Contractor's responsibility to report accident to police keeping the Officer advised of the same. The compensation for affected workers or their relatives shall be paid by the Contractor in such cases with utmost expedition in accordance with the Workmen's Compensation Act.

### 3.11 Payment Terms

- i. Monthly payments shall be made on the basis of accepted rates.
- ii. On receipt of bill (s) complete in all respects in the university, the same shall be processed for payment within 7 working days.
- iii. Efforts shall be made that payment is released within 14 days from the date of processing of bill.
- iv. All payments shall be made by Cheques/RTGS/NEFT.
- v. IKGPTU shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties/default of the contractor.
- vi. Payment shall be made after deducting Security deposit and other statutory deductions.
- vii. Payment will be made only on submission of following documents:
  - a) Bank statement or documentary evidence showing transfer of salary in the individual accounts of the deployed at IKGPTU's staff.
  - b) EPF, ESI challan forms

**Note:** It may please be noted that payment for a particular month shall be made by IKGPTU only after payment is made by the agency to workers engaged and depositing of EPF and ESI to the concerned department and after submission of documentary evidence. Till such time, all the payments shall be made by the agency from his resources.

### 3.12 SECURITY DEPOSIT

The EMD of successful bidder shall be converted into security deposit. Further, an amount equivalent to 5% (of gross amount of bills payable to the contractor) shall be recovered from running account/final bills till the total security deposit including EMD become 5% of the awarded value of the contract. The security deposit shall be released after successful completion of the work, including warranty period (if any). No interest will be paid by the IKGPTU on the security deposit.



### **3.13 RATES FOR ITEMS OF WORK TO BE ALL INCLUSIVE**

The rates entered in the accepted Bill of Quantities of the Contract, shall be all-inclusive and provide for works duly and properly completed in accordance with terms and conditions of the Contract.

All rates quoted in the Bill of Quantities shall be deemed to be inclusive of all types of direct and indirect taxes imposed by Central/State Govt. and local bodies such as GST, royalties, duties, Cess, octroi and other levies as applicable and also include all import duties. The rates shall also be inclusive of all taxes, duties and other charges imposed outside the country on the production, manufacture, sale and transport of the Contractor's equipment, plant, materials and supplies to be used on or furnished under the contract and on the services performed under the contract. Any charge in GST rates after submission of Tender by the bidder shall be subjected to adjustment.

The Contractor shall bear the cost of all royalties, fees and other payments in respect of patents, patents right and license(s) which may be payable to patentee, licensee or other person or corporation and shall obtain all necessary licenses/ permissions. In case of any breach (whether willfully or inadvertently) by the Contractor of this provision, the Contractor shall indemnify Employer, Officer and their employees against all claims, proceedings, damages, costs, charges, loss and liability which they or any of them may sustain, incur or be put to by reason or in consequence directly or indirectly of such breach and against payment of any royalties, damages or other money which the Employer/Officer may have to make to any persons or pay in total to the patent rights in respect of the users of any machine, instruments, process, articles matter or thing constructed, manufactured, supplied or delivered by the Contractor under this contract. Nothing extra shall be payable over the quoted rates, except as specifically provided in the Contract.

### **3.14 ACCEPTED RATE APPLICABLE TILL THE COMPLETION OF WORK**

The rates as per the accepted Bill of quantities, shall be firm and hold good till the completion of the works. No escalation/price adjustment will be payable on the accepted rates.

### **3.15 VARIATION IN QUANTITIES**

The quantities of items shown in the Bill of Quantities are approximate, and liable to vary during the actual execution of the work. The Contractor shall be bound to carry out and complete the stipulated work, irrespective of the variations in individual items, specified in the Bill of Quantities.



**3.16 SUSPENSION OF WORKS ORDERED BY THE OFFICER**

The Contractor shall, on the order of the Officer, suspend the works or any part thereof, for such time, and in such manner, as the Officer may consider necessary.

**3.17 Force Majeure**

Force Majeure Clause : If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance of delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Registrar as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

**3.18 Arbitration:**

If any difference arises regarding this contract, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. If attempts for the conditions do not yield any results within a period of 30 days, either of the parties may make a request to other party for submission of the dispute for decision of a sole arbitrator, to be appointed by university. The provision of arbitration and conciliation Act, 1996 and the rules framed there under and in force shall be applicable to such proceedings.

**3.19 Territorial Jurisdiction**

Dispute, if any, shall be subject to the territorial jurisdiction of Kapurthala court.



#### 4.0 SCOPE OF WORK

- 4.1 I K Gujral Punjab Technical University has constructed its Administrative Building at Jalandhar-Kapurthala Highway, Kapurthala, Punjab having a total constructed area of about 24749 Sqm. in two blocks. One block is having basement, ground floor and seven floors and the second block is having ground floor and three floors. Tentative Floor-wise area of the building is as under:

Floor	G+7 Block		G+3 Block	Core area/ Service area in between wings/blocks	Total
	Wing-A (Jal. Side)	Wing-B (Kpt. Side)			
Basement	820	886	--	322	2028
Ground Floor	955	886	1205	592	3638
First Floor	886	886	1205	592	3569
Second Floor	886	886	1205	592	3569
Third Floor	886	886	1205	592	3569
Fourth Floor	886	886	--	322	2094
Fifth Floor	886	886	--	322	2094
Sixth Floor	886	886	--	322	2094
Seventh Floor	886	886	--	322	2094
<b>TOTAL</b>					<b>24749</b>

*All areas are in Square metres.*

Handwritten signatures and initials in blue ink, including a large signature and several smaller initials or marks.

4.2 Details of Air Conditioning/Hot Water Generator installed in the campus are as under:

**List of Equipment & Location**

Sr. No.	Equipment	Make	Model	Capacity	Qty (nos.)	Location	Remarks
01	Chiller-1	Climav eneta (Made in Italy)	FOCS3 602/BS	200 TR	3	Plant Room	03Nos.(One is Stand by)
02	Chiller-2	Climav eneta	HPAT0 904/HT S	55 TR	1	Terrace of Wing 'C'	This plant is only for 1 <sup>st</sup> floor of G+3(1No.)
03	Primary Chilled Water Pump	Maxflow	RB80-20	1824 LPM 12 MTR Head	4	Plant Room	One pump is stand by
04	Zonal Chilled Water Pump	Max-flow	RB65-26	547 LPM 24 MTR Head	2	Terrace of Wing 'C'	One is Stand by
05	Secondary Chilled Water Pump	Bell & Gossett	SE1510 Series	2736 LPM 22 MTR Head	3	Plant Room	One is Stand by
06	Control Panel with 3 VFDs 1DPT and PLC with duly downloaded soft ware for secondary chilled water pump set capacity 2736 LPM.	Danfoss		2736 LPM	1	Plant Room	
07	Hot Water Generator	Rapid Cool	Not mentioned	400KW	1	Plant Room	Heat the water up to 55°C
08	Air Handling Unit	Saiver	3734/02 B/05A/ 02A/02 C/03/04 A/01A/ 03A/01 B/06	2720 CMH	1	Ground Floor	

*[Handwritten signatures and initials]*

Sr. No.	Equipment	Make	Model	Capacity	Qty (nos.)	Location	Remarks
08	-	Saiver		3400 CMH	1	Ground Floor	-
-	-	Saiver		8500 CMH	2	Ground Floor	-
-	-	Saiver		10200 CMH	1	Ground Floor	-
-	-	Saiver		8500 CMH	2	First Floor	-
-	-	Saiver		13600 CMH	4	First Floor	-
-	-	Saiver		17000 CMH	1	First Floor	-
-	-	Saiver		8500 CMH	1	Second Floor	-
-	-	Saiver		11900 CMH	1	Second Floor	-
-	-	Saiver		13600 CMH	4	Second Floor	-
-	-	Saiver		17000 CMH	1	Second Floor	-
-	-	Saiver		8500 CMH	1	Third Floor	-
-	-	Saiver		11900 CMH	1	Third Floor	-
-	-	Saiver		13600 CMH	4	Third Floor	-
-	-	Saiver		17000 CMH	1	Third Floor	-
-	-	Saiver		11900 CMH	2	Fourth Floor	-
-	-	Saiver		13600 CMH	2	Fourth Floor	-
-	-	Saiver		10200 CMH	1	Fifth Floor	-
-	-	Saiver		11900 CMH	1	Fifth Floor	-
-	-	Saiver		13600 CMH	1	Fifth Floor	-

Sr. No.	Equipment	Make	Model	Capacity	Qty (nos.)	Location	Remarks
-	-	Saiver		17000 CMH	1	Fifth Floor	-
-	-	Saiver	-	10200 CMH	1	Sixth Floor	
-	-	Saiver	-	11900 CMH	1	Sixth Floor	-
-	-	Saiver	-	13600 CMH	1	Sixth Floor	-
-	-	Saiver	-	17000 CMH	1	Sixth Floor	-
-	-	Saiver	-	6800 CMH	1	Seventh Floor	-
-	-	Saiver	-	11900 CMH	1	Seventh Floor	-
-	-	Saiver	-	17000 CMH	1	Seventh Floor	-
09	Main AC Panel	Anand Power	-	-	1	Plant Room	-
10	AC Panel for 55 TR Chiller	Anand Power	-	-	1	First Floor	-
11	AHUs Starter Panel	Anand Power	-	-	41	All AHUs Room	-
12	Control Console Panel	Anand Power	-	-	1	First Floor	-

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*[Handwritten signatures]*

#### 4.3 OPERATIONS AND COMPREHENSIVE MAINTENANCESCOPE :-

- a. Scope of operation and comprehensive maintenance comprises all inclusive activities related with operation, checks, repair, cleaning , servicing , replacement (preventive as well as corrective) of the entire installation as per the details forming part of this document for its trouble free and satisfactory functioning round the clock and year round. It will cover adequate provision of complete range of infrastructure related with men, means and material required for maintenance of the installation. The objective of comprehensive annual maintenance contract is to keep the owner (IKGPTU) totally free from the requirement of operation, checking, repair and maintenance of the installation which will be carried out by the selected contractor who may be entrusted by with the assignment by IKGPTU.
- b. The contractor will keep the system updated all the time with regard to software, hardware and other electro-mechanical equipments and sensing /operating devices. He will maintain proper record (log book as well as print out) of daily status of the installation and also faults /troubles developed and remedial steps taken. He will also maintain a record of performance data and its analysis obtained from the print out and will predict any special action required on the part of owner (IKGPTU) at any stage to keep the system healthy and updated. The agreed amount for the annual maintenance contract will cover all expenses related with around the clock deployment of technical personnel by the contractor for operation, running, comprehensive maintenance and provision of spares/consumables or any other material or components or equipments as a whole which may be required for rectification of any fault and for satisfactory functioning of the system.
- c. The contractor will guarantee an uptime 99.99% for the system and will accordingly arrange and organize his team of personnel and stores of related spares /materials at site for immediately remedial action for in case of any problem or fault in the system . No short fall in the uptime will be permissible.
- d. In case the AC Plant remains off for more than four hours for the reasons attributable on the part of contractor, penalty @ Rs.1000/hour will be levied and the amount will be deducted from the bills of the contractor.
- e. In case the AC Plant remains off for more than one day for the reasons attributable on the part of the contractor, penalty @ Rs.10000/day will be levied charged and the amount will be deducted from the bills of the contractor.
- f. For any planned shutdown for repair or maintenance, the contractor will obtain the prior permission of the Engineer-in -charge. For all preventive maintenance contractor will submit the monthly schedule to the Engineer-in-charge at least one week advance.

- g. The contractor will be fully responsible for any consequential damages in case failure of the system.
- h. Labour, repairs or replacement of system components shall be the responsibility of the contractor at no cost of IKGPTU during this comprehensive AMC period.
- i. All equipments that will be requiring repair /replacement shall be immediately serviced, repaired or replaced as approved by Engineer-in-charge. All replacements, parts and labour shall be supplied promptly and free of cost to IKGPTU.
- j. In case of any theft during the tenure of contract, the agency shall be fully responsible for the same and losses due to theft shall be recovered from the dues/ bills of the contractor.
- k. In case damage to the property of IKGPTU due to the negligence of the contractor's persons, manpower, the contractor shall make good the losses suffered by IKGPTU, failing which the loss shall be recovered from the dues/bills of the agency.

#### 4.4 Completion Period

The Tender is for period of 3 years and may be extendable for further period on mutual consents on same rates, terms & conditions.

#### 4.5 TENTATIVE PERIOD OF RUNNING SYSTEM/YEAR

Air Conditioning:	7 Months
Hot Water Generator:	3 -do-
Servicing Period:	2 -do-

The above period is tentative and may vary as per actual requirements. Payment will be made as per actual period of running.

#### 4.5 HOURS OF OPERATIONS OR PLANTS:

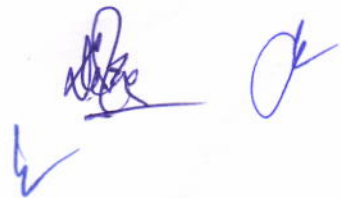
Normal Working Hours = 0800hrs to 1800hrs

Normally 5 day's week. However, IKGPTU may direct the Contractor for running the system beyond normal working hours/off days /holidays with short notice for which no extra payment will be made.

#### 4.6 SCHEDULE OF CHECKS

The contractor should maintain a Log book for the running the plant and should get it checked from officer/official deputed for the purpose once in a week.



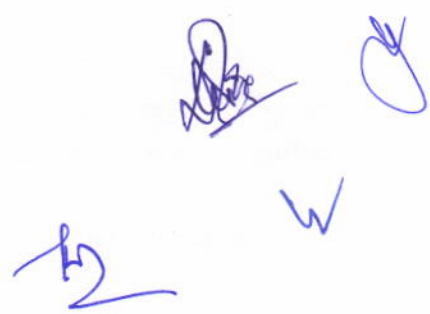


**4.7 PROVISION OF EFFICIENT AND COMPETENT STAFF**

The contractor will deploy trained and experienced staff fully conversant with the functioning and design of installation covering software as well as electromechanical equipments and lay-out as detailed below.

- a) Supervisor (Diploma Holder) - 1no.
- b) Operator (ITI Holder) - 02 nos.
- b) Helpers - 02 nos.

- 01 Operator and 01 Helper must be deputed for off day/Holidays to run the system without any extra cost.

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