

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





TENDER DOCUMENT

FOR

**OPERATION, RUNNING & COMPREHENSIVE
MAINTENANCE OF VARIABLE REFRIGERANT
FLOW (VRF) INDOOR AND OUTDOOR UNITS OF
AIR CONDITIONING SYSTEM IN
ACADEMIC BLOCKS - I & II, KNOWLEDGE
RESOURCE CENTER AND SEMINAR HALL-II**

AT

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


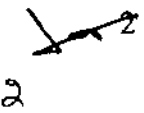
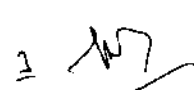
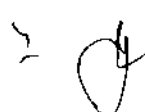
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NOTICE INVITING TENDER

1. Sealed tenders are invited from reputed agencies under 'Two Packet System' (Technical Bid – Unpriced & Financial Bid – Priced) on behalf of IK Gujral Punjab Technical University hereinafter referred as IKGPTU for the following services at IKGPTU Main Campus, at Jalandhar-Kapurthala Highway, Kapurthala, Punjab:-

Name of Work	Cost of Tender Document	Earnest Money	Period of Service
Operation, Running & Comprehensive Maintenance of Variable Refrigerant Flow (VRF) Indoor and Outdoor Units of Air Conditioning System in Academic Blocks-I & II, Knowledge Resource Center and Seminar Hall-2 at IKGPTU main Campus, Jalandhar-Kapurthala Highway, Kapurthala, Punjab for a period of One Year from the date of award of contract.	₹.2000/-	₹.1 Lac.	One Year

2. The tender document can be obtained from 10.00 AM to 04.00 PM on all working days from upto **10/09/2018** from the office of 'The Registrar, I K Gujral Punjab Technical University, Jalandhar-Kapurthala Highway, Kapurthala, Punjab on payment of Rs.2000/- (Rupees Two Thousand only) (non-refundable) in demand draft/pay order drawn in favour of 'The I. K. Gujral Punjab Technical University payable at Jalandhar towards the cost of one set of tender document. Tender document can also be downloaded from IKGPTU's website www.ptu.ac.in and in such a case, the bidder shall deposit the cost of tender documents alongwith submission of the tender, failing which his tender shall not be opened. The cost of tender documents in this case shall be deposited in the form of demand draft/pay order drawn in favour of 'The I. K. Gujral Punjab Technical University payable at Jalandhar and submitted in the envelope containing Earnest Money Deposit (EMD). The bidders are advised not to make any corrections, additions, alterations in the downloaded tender documents. In case, any corrections, additions, alterations are made in the downloaded tender documents, such tender shall not be considered.
3. The Earnest Money for an amount as specified above shall be deposited in the form of demand draft/pay order drawn in favour of 'The I K Gujral Punjab Technical University payable at Jalandhar.

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4. Eligibility Criteria

Eligibility Criteria of the bidders shall be assessed based upon the "Qualifying Criteria" forming part of the tender documents.

IKGPTU may issue addendum(s)/corrigendum(s) to the tender documents. In such case, the addendum(s)/corrigendum(s) shall be issued and placed on IKGPTU's website atleast three days in advance of date fixed for opening of tender. The bidders who have downloaded the tender documents from website must visit the website and ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them. Such addendum(s)/corrigendum(s) (if any) shall also be submitted, duly stamped and signed, alongwith the submission of the tenders. Any tender submitted without addendum(s)/corrigendum(s) (if any) is liable to be rejected.


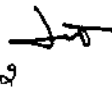


5. The tender documents shall be submitted in two separate sealed packets viz. Packet-I containing Technical Bid and Packet-II containing Financial Bid. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be submitted in "Technical Bid". Bill of Quantities with rates duly filled in are to be submitted in "Financial Bid".
6. Completed tender documents in two packets viz. Packet-I and Packet-II shall be sealed separately in envelopes super-scribing as Packet-I (Technical Bid) and Packet-II (Financial Bid) along with the name of the work. These two sealed envelopes and the envelop (super-scribing "Earnest Money and cost of tender documents for the work" containing the Earnest Money and cost of tender documents) in the form as prescribed in the tender documents shall further be sealed in a larger envelope super-scribing the name of the work as stated above (alongwith date and time of opening of tenders) and should be deposited in the tender box at the following address:

THE REGISTRAR,
I K GUJRAL PUNJAB TECHNICAL UNIVERSITY
JALANDHAR-KAPURTHALA HIGHWAY, KAPURTHALA
PUNJAB

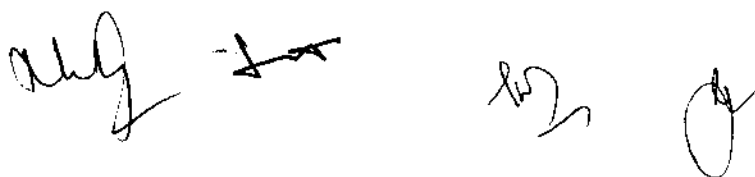
before 12.00 hours of 11/09/2018. Tenders (Technical Bids only) shall be opened at 12:30 hours on the same day in the presence of the tenderers or their authorized representatives intending to attend the opening. After evaluation of the technical bids, the financial bids of only those agencies who fulfill the eligibility criteria specified in the tender documents shall be opened. The date and time of opening of financial bids will be intimated to the qualified bidders separately. The decision of IKGPTU regarding evaluation/fulfillment of eligibility criteria shall be final and binding. Any tender received later than the time and date of opening of Technical bids shall be rejected and returned to the tenderer unopened.

7. In case, the date of submission/opening of tenders happens to be holiday, the tenders shall be received/opened on the next working day.

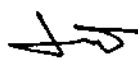
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8. Tender shall be submitted as per the instructions contained in the tender document.
9. Any tender received without Earnest Money and/or cost of tender document in the form as specified in tender documents shall not be considered and shall be summarily rejected.
10. IKGPTU reserves the right to cancel the tenders or postpone the tender and to accept/reject any or all tenders without assigning any reasons thereof.
11. Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. EMD of such tenderer may be forfeited. The decision of IKGPTU in this regard shall be final and binding.
12. The transfer of tender documents purchased by one intending tenderer to another tenderer is not admissible. Tenderer can submit tenders only on the documents purchased/downloaded from IKGPTU's website.
13. The Eligibility Criteria, General Terms and Conditions, Conditions of Contract, Scope of work etc. are enclosed. Each and every page of the bid must be signed & stamped by authorized signatory.
14. The Financial Bid are to be submitted separately hard copy. Financial bids of only those tenderers will be opened who will fulfill the eligibility criteria and qualify technically.
15. 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.
16. 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.
17. Rates quoted should be inclusive of all taxes and duties.
18. The EMD/Performance security is liable to be forfeited in case the successful bidder fails to start the work within period as specified in the letter of award.
19. Authorized signatory should sign on all the pages of the Tender documents and the documents pertaining to the Tender.
20. Incomplete Tenders are liable to be rejected.
21. The validity of the offer shall be **120 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 which are not acceptable to IKGPTU or does not start the work within

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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.



2.0 QUALIFYING CRITERIA

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

- 2.1 The tenderers should possess 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:-
- Three similar completed works each costing not less than Rs.18.0 Lacs each.
 - Two similar completed works each costing not less than Rs. 23.0 Lacs each.
 - One similar completed work costing not less than Rs. 36.0 Lacs.

Similar works means "Operation, Running & Comprehensive Maintenance of Variable Refrigerant Flow (VRF) Indoor and Outdoor Units of Air Conditioning System and/or central air-conditioned 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.

- 2.2 The agency should have Minimum average annual turnover of ₹25.0 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 2015-16, 2016-17 and 2017-18 along with bids. The bidders may submit a certificate from Chartered Accountant showing the annual turnovers where audited Annual report is not available.

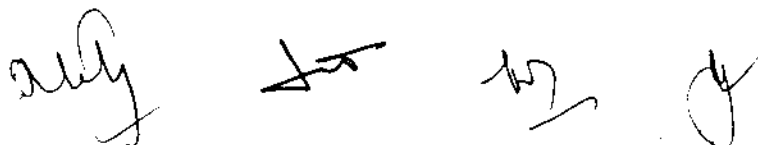
- 2.3 The agency who have already worked/working with IKGPTU will be considered for evaluation only on submission of satisfactory performance certificate from IKGPTU.

- 2.4 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 a 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.

- 2.5 The bidders should have the following registrations/documents:

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

Enclosed self attested copies of the above registration certificates.



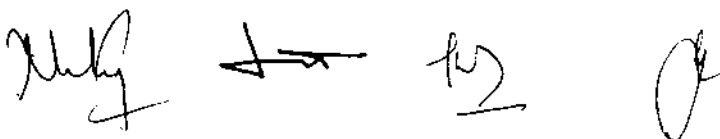
3.0 GENERAL TERMS AND CONDITIONS

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:

- 3.1 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.
- 3.2 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).
- 3.3 Power of Attorney/Authorization with seal of the company, of person signing the bid documents should also be submitted along with Technical Bid.
- 3.4 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.
- 3.5 Bidders are advised to visit and examine the site where the work to be executed and its surroundings or other areas as deemed fit by bidder and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting the relevant data shall be at the bidders own expenses.

Contact details for any clarification during the visit are as follows:

Mobile:94780-98046

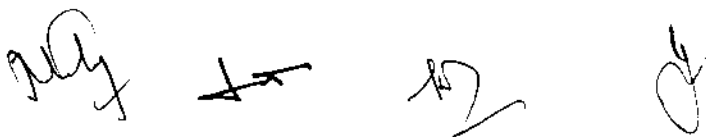


4.0 CONDITIONS OF CONTRACT

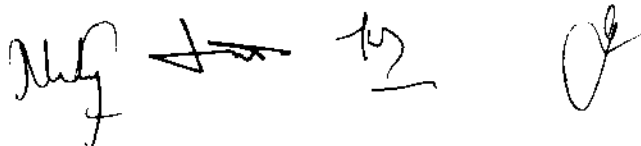
DEFINITIONS

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.

- i. "**Client or Principal Employer or Employer or Owner**" means the I K Gujral Punjab Technical University, Jalandhar-Kapurthala Highway, Kapurthala, Punjab.
- ii. "**The Vice Chancellor (VC)**" means the Vice Chancellor of I K Gujral Punjab Technical University.
- iii. "**The Registrar**" means the Registrar of I K Gujral Punjab Technical University.
- iv. "**Officer or Officer in Charge**" means the person/Agency appointed by I K Gujral Punjab Technical University for operation of this contract.
- v. "**Officer's Representative**" means any official nominated from time to time by the Officer to act on his behalf.
- vi. "**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.
- vii. "**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 authorized 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.
- viii. "**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.
- ix. "**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.



- x. **"Tenderer or Bidder"** means the individual, firm, Company, Corporation, Joint Venture or Consortium submitting a bid/tender.
- xi. **"Scheduled Bank"** means a bank included in the second schedule to the Reserve Bank of India Act, 1934, or modification thereto.
- xii. **"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.
- xiii. **"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.
- xiv. **"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.
- xv. **"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.
- xvi. **"Bill of Quantities (BOQ)"** means list of items of work, their quantities and rates.
- xvii. **"Original Contract Value"** means the sum stated in the letter of Acceptance/Contract Agreement.
- xviii. **"Contract Value"** means the original contract value subject to the adjustments in accordance with the provisions of the Contract.
- xix. **"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.
- xx. **"Material/s"** means all equipment, components, fittings and other materials including raw materials, which form part of the permanent works.

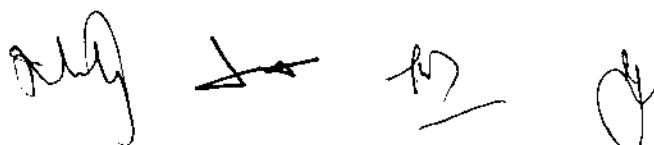
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- xxi. **"Test"** means such tests as prescribed in the Contract or by the Officer or Officer's Representatives, whether performed by the Contractor or by the Officer or his Representative, or any agency approved by the Officer.
- xxii. **"Approval or Approved"** means approval in writing including subsequent written confirmation of previous verbal approval.
- xxiii. **"Letter of Acceptance"** means the letter from the Employer or the Officer to the Contractor, conveying acceptance of the Tender.
- xxiv. **"Month"** means the Gregorian calendar month.
- xxv. **"Day"** means the calendar day.
- xxvi. **"Time"** expressed by hours of the clock shall be according to the Indian Standard time.
- xxvii. **"Tender Date"** means closing date fixed for receipt of tenders as per notice inviting tender or extended by subsequent notification.
- xxviii. **"Rupees"** (or ₹ in abbreviation) shall mean Rupees in Indian currency.
- xxix. 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.
- xxx. 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.

4.1 HEADING AND MARGINAL NOTES

- i. 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.
- ii. **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.



4.2 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.

4.3 COMMUNICATION AND LANGUAGE OF CONTRACT

i. 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 authorized representative of the Contractor shall be entertained.

ii. Language of Contract

The Contract document shall be drawn up in English.

4.4 LAWS GOVERNING THE CONTRACT

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

4.5 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.

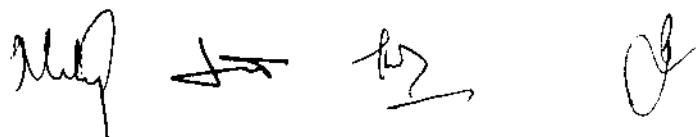
4.6 COMMENCEMENT OF WORK

The Contractor shall commence the works within a period of seven days from the date of issue of Letter of Acceptance in case the same has not been indicated in the letter of award.

4.7 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.

4.8 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.



4.9 LABOUR LAWS:

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.

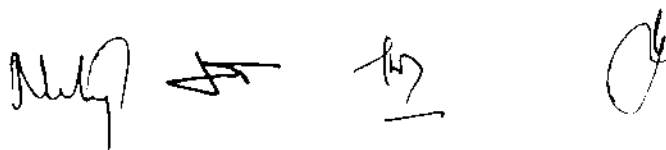
4.10 Claims on account of violation of labour laws

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.

4.11 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 staff deployed at IKGPTU's staff works.
- b. EPF 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, depositing of EPF to the concerned department and after submission of documentary evidence to the university. Till such time, all the payments shall be made by the agency from his resources.

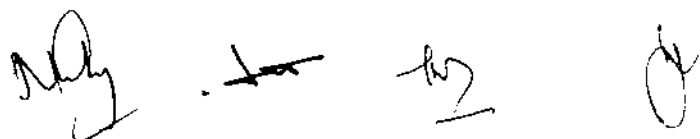
4.11 PROFORMANCE AND SECURITY DEPOSIT

- i) The CONTRACTOR shall furnish to the EMPLOYER, within 15 days from the date of notification of award, a performance of Rs.2 Lacs (Rupees Two Lacs only) in the form of Demand Draft drawn in favour of I K Gujral Punjab Technical University payable at Kapurthala. Performance Security will be refunded after satisfactory completion of the contract. No interest will be payable on this amount.
- ii) 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.

4.13 RATES FOR ITEMS OF WORK TO BE ALL INCLUSIVE

The rates quoted in Financial Bid 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 Financial Bid 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 change 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.

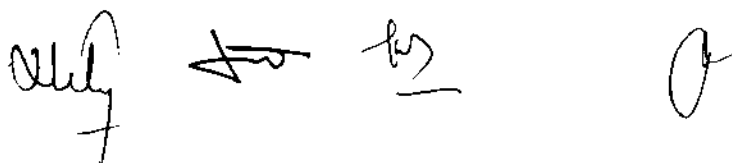
4.14 SUSPENSION OF WORKS ORDERED BY THE OFFICER

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.

4.15 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 or 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.

4.16 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 settlement through negotiation fails, either of the parties may make a request to other party for settlement 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.

4.17 Territorial Jurisdiction

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

5.0 Inventory of VRF (Variable Refrigerant Flow) System installed Academic Block – I & II, Knowledge Resource Center and Seminar Hall at IKGPTU.

Sr. no.	Item Description	Units	Qty.				Total Qty.
			Academic Block - I	Academic Block - I	Knowledge Resource Center	Seminar Hall	
1	VRV / VRF Outdoor Units						
	Variable refrigerant volume/flow modular type air-conditioning unit suitable for cooling by using minimum 33% as variable capacity Inverter based compressors in each Module, complete with outdoor units with controller and with accessories & sub assemblies fittings etc, full charging of R-410A refrigerant gas.						
	Outdoor units of nominal capacity as per manufacturer's standard .	HP	592	608	192	30	1422
2	Hi-wall Type Units						
	Wall mounted type Hi-wall units of following nominal capacities, with fittings, Y-Joints etc. complete with remote controls.						
	2.1 TR	Nos.	192	189	2	2	385
	1.65 TR	Nos.	60	68	1	-	129
	1.33 TR	Nos.	33	47	7	-	87
	1.0 TR	Nos.	53	43	-	-	96
	0.8 TR	Nos.	10	8	-	-	18
3	Ceiling Concealed ductable with high static type Unit of 8.2TR Nominal capacity with fittings, Y-Joints, flexible canvas connection, required cable connect indoor unit to socket and headers etc. (complete in all respect).	Nos.	-	-	19	-	19

Sr. no.	Item Description	Units	Qty.				Total Qty.
			Academic Block - I	Academic Block - I	Knowledge Resource Center	Seminar Hall	
4	Ceiling Concealed ductable with high static type Unit of 6.5 TR Nominal capacity with fittings, Y-Joints, flexible canvas connection, required cable connect indoor unit to socket and headers etc. (complete in all respect).	No.	-	-	1	-	1
5	Ceiling Concealed ductable with high static type Unit of 4.75TR Nominal capacity with fittings, Y-Joints, flexible canvas connection, required cable connect indoor unit to socket and headers etc. (complete in all respect).	Nos.	-	-	-	4	4

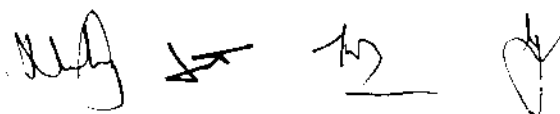
5.1 OPERATIONS AND COMPREHENSIVE MAINTENANCE SCOPE :-

- i. Scope of operation and comprehensive maintenance comprises all inclusive activities related with operation, running, 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 operation, running and maintenance of the installation. The objective of comprehensive annual maintenance contract is to keep the owner (IKGPTU) totally free from the requirement of operation, running, checking, repair and maintenance of the installation which will be carried out by the selected contractor who may be entrusted the assignment by IKGPTU.
- ii. 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 log book records of daily status of the running the system and also faults /troubles developed and remedial steps taken. 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 repairs /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.

iii. The contractor will guarantee an uptime 99.99% for the system.

In case of any part of the system remains non-functional for the reasons attributable to the contractor, penalty will be levied and the amount will be deducted from the bills of the contractor as follows : -

- a. Penalty @ ₹.10,000/day if any part (s) of the system remains off for more than two continuous days. If the system remains off continuously beyond two days, Penalty will be imposed w.e.f. third day upto sixth day.
 - b. Penalty @ ₹.25,000/day if part (s) of the system remains off continuously beyond sixth day. Penalty will be imposed w.e.f. seventh day upto tenth day.
 - c. Penalty @ ₹.50,000/day if part (s) of the system remains off continuously beyond 10th day. Penalty will be imposed w.e.f. eleventh day till the system is made operational to the satisfaction of IKGPTU officials.
 - d. Maximum Limit of Penalty will be Rs.3 Lacs per Calendar Month.
- iv. For any planned shutdown for repair or maintenance, the contractor will obtain the prior permission of the Estate Officer.
- v. All equipments that required repair should be immediately serviced /repaired by the contractor without any cost to IKGPTU. The contractor will also bear the cost of replacements of parts.
- vi. 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 made good by the contractor. Otherwise, the same shall be recovered from the bills of the contractor.
- vii. In case of any damage to the property of IKGPTU due to the negligence of the agency persons, manpower engaged by the same, the agency shall have to make good by the contractor. Otherwise, the losses shall be recovered from the bills of the agency.
- viii. Before execution of the work, the contractor will have to Take over the inventory/system from IKGPTU's officials (detail at Sr. no.V of this Tender document). The contractor will have to ensure its repair and maintenance throughout the contract and Hand over the inventory/system (in working condition) back to IKGPTU's officials on completion of the work.
- ix. The contractor will also maintain water drainage of the system and rectify the leakages as required. Cost of necessary equipments and consumables required for the same will be borne by the contractor and to be included in the quoted rates.
- x. For timely take up the repairs of the system the contractor shall maintain the inventory of sufficient quantity of equipments and consumables at site, for which storage space will be provided by IKGPTU.



6.0 Completion Period

The contract period is 1 year from the date of award of work and may be extendable for further period on mutual consents on same rates, terms & conditions.

7.0 Hours of Operations or Plants

- i. Normal running time of the system : From 08:00 hrs to 18:00 hrs
- ii. Normally 5 day's week. However, IKGPTU may direct the Contractor for running the system beyond normal working hours/off days/holidays with a short notice for which no extra payment will be made.

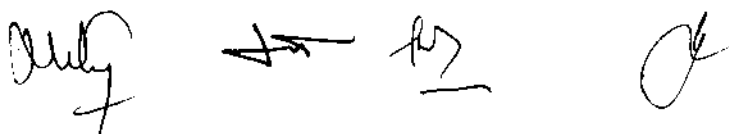
8.0 SCHEDULE OF CHECKS

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

9.0 PROVISION OF EFFICIENT AND COMPETENT STAFF

The contractor will deploy sufficient trained and experienced staff fully conversant with the functioning, operation, running and maintenance of installations covering software as well as electrical/refrigerant system of VRF outdoor and indoor Air Conditioning Units. The contractor will deploy following minimum staff at site:

- a) Supervisor - 1No.
- b) Operator/Mechanic - 2 Nos.
- c) Helpers - 2 Nos.

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FORM OF AGREEMENT

This contract Agreement is made on the ____ day of _____ 2018 between I K Gujral Punjab Technical University, Jalandhar-Kapurthala Highway, Kapurthala hereinafter called "The IKGPTU (which expression shall, wherever the context so demands or requires includes their successors and assignee) of the one part and M/s. _____ hereinafter called "The Contractor" (which expression shall, wherever the context so demands or requires include his/their legal successor and assignee) of the other part.

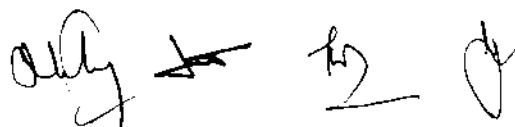
WHEREAS

The IKGPTU is desirous that "**Operation, Running & Comprehensive Maintenance of VRF Air Conditioning and Heating System**" at IKGPTU Campus, Jalandhar-Kapurthala Highway, Kapurthala, Punjab for a period of one year w.e.f. _____ be executed as mentioned, enumerated or referred to in the Tender Documents.

The contractor has inspected the site and surroundings of work specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of surface, strata, and ground, the form and nature of site and local conditions, the quantities, nature, and magnitude of the work, availability of labour and materials necessary for the execution of work, the means of access to site, the supply of power, taxes, duties and water thereto and the accommodation he may require and has made local and independent enquires and obtained complete information as to the matters and things referred to or implied in the Tender Document or having any connection therewith, and has considered the nature and extent of all probable and possible situations, delays hindrances, or interference to or with the execution and completion work to be carried out under the contract and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the execution and completion of work as per the terms and conditions of the contract and which might have influenced him in making his bid. However the contractor shall be entitled to extra payment for any extra work not incorporated in the bill of quantities as per mutually agreed terms/rates if the said work is allotted to the contractor.

ANDWHEREAS

The IKGPTU has accepted the tender of M/s. _____ for **Operation Running & Comprehensive Maintenance of VRF Air Conditioning and Heating System** at IKGPTU Campus, Jalandhar-Kapurthala Highway, Kapurthala, Punjab for a period of one year vide letter No. at the rates as stated in this order for the work accepted by IKGPTU upon the terms and conditions of the contract.



NOW THIS AGREEMENT WITNESS AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS

The following documents in conjunctions with addendum/corrigendum to Tender Documents (If any) shall be deemed to form and be read and construed as part of the Agreement, Viz.

This contact agreement.

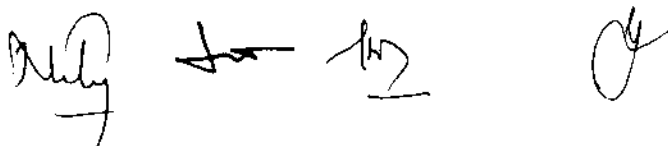
Work Order

Any other reference made in this regard.

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the condition of contract hereinafter referred to.
2. The work shall be strictly executed in accordance with the conditions of the contract set forth in the tender documents.
3. In consideration of the payment to be made to the contractor for the work to be executed by him, the contractor hereby convenants with IKGPTU that the contractor shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the contract, mentioned or described or which are to be implied there form or may be reasonably necessary for the completion of the said work and at the times and in the manner and subject to the terms and conditions or stipulation mentioned in the contract.
4. In consideration of the due provision, execution and completion of the said work, the IKGPTU do hereby agree with contractor that the IKGPTU will pay to the contractor in respect of the amount for the work actually done by him and approved by the nominated Officer of IKGPTU at the rates given in the work order and other sums payable to the contractor under provision of the contract, such payment to be made at such time and in such manner as provided for the contract.

In consideration of the due provision, execution and completion of the said work, the contractor does hereby agree to pay such sums as may be due to IKGPTU as per terms and conditions set in the said contract and such other sums as many become payable to the IKGPTU towards loss, damage to the IKGPTU's equipment, material, construction plant and machinery, such payment to be made at such time and in such manner as is provided in the contract.

It shall be specified and distinctly understood and agreed between the IKGPTU and contactor that the contractor shall have no right, title or interest in the area made available by the IKGPTU for the execution of the work or in the building, structure or the work executed in the said site or in the goods, articles or material etc. brought to said site (unless the same specifically belong to the contactor) and contactor shall not have or deem to have any lien or whatsoever charge for unpaid bill and on this account will not be entitled to assume or retain possession or control of site or structure or material or equipment and the IKGPTU shall have an absolute right to take full possession of the site and to remove the contractor , their servants, agent representatives, material etc. belonging to the contractor and lying on the site.



The agreement is being executed in quadruplicate for facility of reference.

IN WITNESS WHEREOF the parties have executed these presents on the day and the year first above written.

Signed and delivered for and on behalf of Contractor.

Signed and delivered for and on behalf of IKGPTU

Registrar/Officer-in-Charge

Dated :

Dated :

Place :

Place :

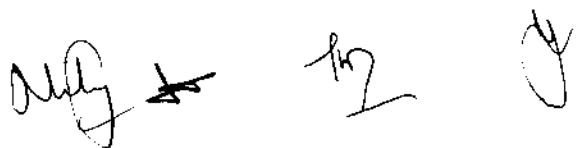
In the presence of two witnesses:

1.

1.

2.

2.





I.K. GUJRAL PUNJAB TECHNICAL UNIVERSITY

Jalandhar-Kapurthala Highway, Kapurthala, Punjab

Annexure-I (Technical Bid Performa)

Check List for Documents to be attached with this Tender

Name of the Work:- OPERATION RUNNING & COMPREHENSIVE MAINTENANCE OF VARIABLE REFRIGERANT FLOW (VRF) INDOOR AND OUTDOOR UNITS OF AIR CONDITIONING SYSTEM IN ACADEMIC BLOCK-I & II, KNOWLDGE RESOURCE CENTER AND SEMINAR HALL-2 FOR ONE YEAR FROM THE DATE OF ISSUE OF ORDER AT I K GUJRAL PUNJAB TECHNICAL UNIVERSITY CAMPUS, JANDHAR-KAPURTHALA HIGHWAY, KAPURTHALA (PUNJAB).

Name of the Firm/Bidder		
Sr. No	Particulars	Attached / Not Attached
1	Name of the Contact Person	
2	Full Address : (i) Head Office :	
	(ii) Branch Office (if any)	
3	Mobile No./Telephone	
4	E-Mail IDs and Website	
5	FAX No.	
6	Nature of Firm/Concern (Sole Proprietor/Partnership/Pvt Ltd etc.) Self-Attested copy should be attached	
7	Name of Authorized Signatory of Firm: (Authority Letter mentioning authorization to act on behalf of the Firm with photo of authorized signatory duly pasted, must be attached)	
8	PAN No of Firm (Attested copy) should be attached)	
9	Copies of Income Tax Returns of last three years.	
10	Annual Turnover of the Firm of last three years (Financial Years ending 31 March 2016, 31 March 2017 & 31 March 2018). (Self-Attested copy of Audited Balance Sheet of concerned work or Certificate from CA to be attached)	
11	PF Registration (Attested copy should be attached)	
12	GST Registration Certificate (Attested copy should be attached)	
13	Experience for having completed similar works (Experience/Work completion certificate must be attached.)	
14	An undertaking stating that no case is pending against the bidder and the bidder has never been blacklisted by any Government/ Semi Government/Government Undertaking or by any Autonomous Organization.	
15	The agency who have already worked/working with IKGPTU will be considered for evaluation only on submission of satisfactory performance certificate from IKGPTU (if applicable)	

Signature of Contractor with Seal

[Handwritten signature and initials]

I.K. GUJRAL PUNJAB TECHNICAL UNIVERSITY

Jalandhar-Kapurthala Highway, Kapurthala, Punjab

Annexure-II (Financial Bid Performa)

Name of the Work : - OPERATION, RUNNING AND COMPREHENSIVE MAINTENANCE OF VARIABLE REFRIGERANT FLOW (VRF) INDOOR AND OUTDOOR UNITS OF AIR CONDITIONING SYSTEM IN ACADEMIC BLOCK-I & II, KNOWLEDGE RESOURCE CENTER AND SEMINAR HALL-2 FOR ONE YEAR FROM THE DATE OF ISSUE OF ORDER AT I K GUJRAL PUNJAB TECHNICAL UNIVERSITY CAMPUS, JANDHAR KAPURTHALA HIGHWAY, KAPURTHALA (PUNJAB).

Name of the Firm:				Rate in Rs. to be quoted including all Taxes and duties etc.	
Sr. No	Description of Item	Unit	Quantity	In Figure	In Words
1	Operation, Running and Comprehensive maintenance of Variable Refrigerant Flow (VRF) Indoor and Outdoor Units of VRF Air Conditioning System in Academic Blocks 1 & II, Knowledge Resource Center and Seminar Hall-2. Quote lump sum amount on monthly basis for Operation, Running and Comprehensive maintenance of VRF Air Conditioning and Heating System including deployment of trained staff for these works as per scope of work and terms and conditions forming part of the tender documents. Rates to be quoted on monthly basis separately for air conditioning, heating system and service period. Payment shall be made on the basis of actual running of the system i.e. if VRF Air conditioners are running for a particular month then payment shall be made at accepted rates for VRF Air Conditioning and similarly for Heating system and service period:				
	a) VRF Air-Conditioning System (Cooling)	Month	7		
	b) Heating System	Month	3		
	c) Service Period	Month	2		

Signature of Contractor with Seal

