



THE I.K.GUJRAL PUNJAB TECHNICAL UNIVERSITY

JALANDHAR-KAPURTHALA HIGHWAY, KAPURTHALA

PUNJAB-144603

E-TENDER

FOR

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

AND

**COMPREHENSIVE MAINTENANCE OF VARIABLE REFRIGERANT FLOW
(VRF) INDOOR AND OUTDOOR UNITS OF AIR CONDITIONING SYSTEM
IN SHRI GURU NANAK DEV JI AUDITORIUM**

AT

**THE I. K. GUJRAL PUNJAB TECHNICAL UNIVERSITY MAIN CAMPUS
JALANDHAR-KAPURTHALA HIGHWAY
KAPURTHALA, PUNJAB – 144603**

8 2/ 1 6

**THE I. K. GUJRAL PUNJAB TECHNICAL UNIVERSITY MAIN CAMPUS
JALANDHAR-KAPURTHALA HIGHWAY
KAPURTHALA, PUNJAB – 144603**

CONTENTS

Sr. No.	Description	Page No.
PART – I		
TECHNICAL BID		
A	Notice Inviting Tender	3-5
B	General Terms and Conditions	
Sr. No. 1	Bidder General Information	6-7
Sr. No. 2	Qualifying Criteria	8-9
Sr. No. 3	General Terms and Conditions	10-13
Sr. No. 4	Conditions of Contract	14-21
Sr. No. 5	Scope of Work	22-26
PART – II		
FINANCIAL BID		27

**THE I. K. GUJRAL PUNJAB TECHNICAL UNIVERSITY MAIN CAMPUS
JALANDHAR-KAPURTHALA HIGHWAY
KAPURTHALA, PUNJAB – 144603**

NOTICE INVITING E-TENDER FOR

TWO YEARS OPERATION & COMPREHENSIVE MAINTENANCE OF VARIABLE REFRIGERANT FLOW (VRF) INDOOR AND OUTDOOR UNITS OF AIR CONDITIONING SYSTEM IN ACADEMIC BLOCK – I, ACADEMIC BLOCK – II, KNOWLEDGE RESOURCE CENTER, SEMINAR HALL-II.

AND

COMPREHENSIVE MAINTENANCE OF VARIABLE REFRIGERANT FLOW (VRF) INDOOR AND OUTDOOR UNITS OF AIR CONDITIONING SYSTEM IN SHRI GURU NANAK DEV JI AUDITORIUM AT THE I. K. GUJRAL PUNJAB TECHNICAL UNIVERSITY MAIN CAMPUS, JALANDHAR-KAPURTHALA HIGHWAY, KAPURTHALA (PUNJAB) – 144603

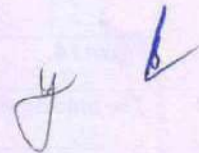
(E-TENDERING MODE)

Name of work	TWO YEARS OPERATION & COMPREHENSIVE MAINTENANCE OF VARIABLE REFRIGERANT FLOW (VRF) INDOOR AND OUTDOOR UNITS OF AIR CONDITIONING SYSTEM IN ACADEMIC BLOCK – I, ACADEMIC BLOCK – II, KNOWLEDGE RESOURCE CENTER, SEMINAR HALL-II. AND COMPREHENSIVE MAINTENANCE OF VARIABLE REFRIGERANT FLOW (VRF) INDOOR AND OUTDOOR UNITS OF AIR CONDITIONING SYSTEM IN SHRI GURU NANAK DEV JI AUDITORIUM AT THE I. K. GUJRAL PUNJAB TECHNICAL UNIVERSITY MAIN CAMPUS, JALANDHAR-KAPURTHALA HIGHWAY, KAPURTHALA, PUNJAB – 144603
The Currency in which payment shall be made	Indian Rupees (INR)
Date of Publishing	11-06-2022 & 13-06-2022
Document Download Start Date	13-06-2022 onwards
Start Date for uploading of Bids	13-06-2022 onwards
Last Date for uploading of Bids	29-06-2022 upto 17:00 HRS.
Date & time of Opening of Technical Bids	30-06-2022 at 14:00 HRS.
Date of Opening of Financial Bids	To be intimated later to the bidders, who qualified the technical bid.

Processing Fee	Processing Fee (as mentioned on the web portal) shall be paid through online mode only as per Punjab Government e-procurement
Bid document Fee	Rs.1180/-(Inclusive of GST (applicable) Mode of payment: online (https://eproc.punjab.gov.in)

1. For participating in the above e-tendering process, the bidders shall have to get them registered in <https://eproc.punjab.gov.in> and get user ID and password Class 2 digital signatures is mandatory to participate in the e-tender process. For any clarification/difficulty regarding e-tendering process, please contact Help Desk Number 0172-2970263, 0172-2970284 (on Government working days from 09:00 AM to 05:00 PM) or call at 24 X 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787 and for any clarification/query regarding work/site may contact 01822-662546. International bidders are requested to prefix 91 as country code. The blank tender document can obtain from Punjab Government e-procurement website: - <https://eproc.punjab.gov.in>.
2. All bids (both Technical and Financial) should be uploaded in the E-procurement portal (<https://eproc.punjab.gov.in>). No manual bids will be accepted.
3. Bidders are advised to visit The I.K. Gujral Punjab Technical University Main Campus, Jalandhar-Kapurthala Highway, Kapurthala, Punjab-144603 website (www.ptu.ac.in) for getting themselves updated for information on this tender. Corrigendum and addendum (if any) will be uploaded on E-procurement portal (<https://eproc.punjab.gov.in>) and/IKGPTU website. (www.ptu.ac.in/Tender.aspx). Bidder are advised to visit web page and update themselves. Corrigendum/addendum are the part of tender documents and bidder are supposed to upload the same, duly signed as per the guidelines given in the tender document.
4. The tender document fee, Tender Processing fee and E.M.D. should be deposited as per e-procurement website <https://eproc.punjab.gov.in>. No other modes will be accepted.
5. Bids must be submitted online through <https://eproc.punjab.gov.in> by the time specified in the 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 upload scanned copy of all the papers i.e. proof of PAN Card, GST No. and other documents mentioned in the subsequent pages.
7. Uploaded documents of valid successful bidders will be verified with the original documents. The valid successful bidder has to provide the originals to the concerned authority on receipt of such letter, which will be sent though registered post/e-mail.

8. Prospective Contractors are advised to start uploading process well in time and not leave it to the last minute as same may take time because of the data involved.
9. 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.
10. The IKGPTU reserves the right to cancel the tenders or postpone the tender and to 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 shall be forfeited. The decision of The IKGPTU in this regard shall be final and binding.
12. The validity of the offer shall be 120 days from the date of opening of the Technical bid. 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 does not start the work within stipulated period from the date of issue of letter of acceptance, then The IKGPTU shall without prejudice to any other right or remedy, be at liberty to forfeit the earnest money deposit (EMD) 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.



1.0 BIDDERS GENERAL INFORMATION

Sr. No.	Details	Details (Clearly Mentioned)		Self Attested Proof Attached (Yes/No)
1.1	Name of the Tenderer/ Concern (i.e. Sole Proprietor or Partnership firm or a Company)			
1.2	Type of Organization (whether public Limited/ private limited/ partnership/Sole proprietorship) as per attached Proof			
1.3	Date of Registration:			
	No. of years in Operation:			
1.4	Registered Address:			
1.5	Operational Address if different from above:			
1.6	Telephone No.			
	Mobile No			
	Email Id.			
1.7	The bidders should have the following registrations/documents:			
a	Provident Fund Registration	Registration Date:	Copy attached on Page No.	
b	ESI Registration	Registration Date:	Copy attached on Page No.	
c	GST Registration	Registration Date:	Copy attached on Page No.	
d	Valid PAN in the same name of the bidder/tenderer.	PAN No:	Copy attached on Page No.	
e	Electrical License	Validity:	Copy attached on Page No.	
1.8	The bidders should not have been blacklisted or debarred from bidding or declare as 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.		copy attached on Page No.	
1.9	Whether each page of Tender have been signed, stamped and numbered.			

1.10	<p>The tenderers should have 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). Similar works means "OPERATION AND COMPREHENSIVE MAINTENANCE OF VARIABLE REFRIGERANT FLOW (VRF) INDOOR AND OUTDOOR UNITS OF AIR CONDITIONING SYSTEM OF MINIMUM CAPACITY 500 TONS. In Case of contracts having scope of work of supply & installation of VRF AC System along with AMC, the cost of AMC will be considered as Similar Work only. Self Attested copies of work orders and satisfactory completion certificate issued by clients. The Agency who have already worked/working with The IKGPTU will be considered for evaluation only on submission of satisfactory performance certificate from The IKGPTU. Bidder should have executed similar works in Semi Govt. / Govt. institutions/ Reputed organization, which should be any of the following:-</p>		
a	Three similar completed works each costing not less than Rs.25 Lacs each.	Work Order attached at page no. _____	Satisfactory Completion Certificate attached at page no. _____
		Work Order attached at page no. _____	Satisfactory Completion Certificate attached at page no. _____
		Work Order attached at page no. _____	Satisfactory Completion Certificate attached at page no. _____
b	Two similar completed works each costing not less than Rs. 38 Lacs each	Work Order attached at page no. _____	Satisfactory Completion Certificate attached at page no. _____
		Work Order attached at page no. _____	Satisfactory Completion Certificate attached at page no. _____
c	One similar completed work costing not less than Rs. 50 Lacs	Work Order attached at page no. _____	Satisfactory Completion Certificate attached at page no. _____
1.11	The agency should have Minimum average annual turnover of Rs. 50 Lacs in the last three financial years i.e. (2019-2020, 2020-21 & 2021-22)		
a	2019-2020	Attached at Page No. _____	
b	2020-2021	Attached at Page No. _____	
c	2021-2022	Attached at Page No. _____	
1.12	Any other information important in the opinion of the tenderer.		

Dated: _____

Place: _____

Signature of Tenderer

with Stamp of the firm)

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 have 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. **25 Lacs** each.
- ii. Two similar completed works each costing not less than Rs. **38 Lacs** each.
- iii. One similar completed work costing not less than Rs. **50 Lacs**.

Similar works means "OPERATION AND COMPREHENSIVE MAINTENANCE OF VARIABLE REFRIGERANT FLOW (VRF) INDOOR AND OUTDOOR UNITS OF AIR CONDITIONING SYSTEM OF MINIMUM CAPACITY 500 TONS. In Case of contracts having scope of work of supply & installation of VRF AC System along with AMC, the cost of AMC will be considered as Similar Work only. In such cases bidder are requested to submit separate completed cost of Supply & Installation and AMC. Bidder should have executed similar works in Semi Govt. / Govt. institutions/Reputed organization.

- The bidders must submit the satisfactory completion certificate along with the copies of work order issued by the clients. The works for which such certificates are attached will only be considered for evaluation.
- The agencies who have already worked/working with The IKGPTU will be considered for evaluation only on submission of satisfactory completion certificate from The IKGPTU.

2.2 The agency should have Minimum average annual turnover of Rs. **50 Lacs** in the last three financial years i.e. (2019-2020, 2020-2021 & 2021-2022)

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 2019-2020, 2020-2021 & 2021-2022 along with bids. The bidders may submit a certificate from Chartered Accountant showing the relevant annual turnovers where audited Annual report (2021-2022) is not available.

2.3 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 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.

2.4 The bidders should have the following registrations/documents:

- i. Provident Fund and ESI Registration.
- ii. GST Registration
- iii. Valid PAN in the same name of the bidder/tenderer.
- iv. Electrical License (issued by the relevant government authority).

Enclosed self attested copies of the above registration certificates.

2.5 The bids will be taken up for evaluation with respect to the Qualification Information and other information furnished in Part-I of the bid.

2.6 The bidder will be asked in writing (usually within 10 days of opening of the Technical Bid) to clarify his technical bid, if necessary. No additional documents shall be taken. Only clarification of already submitted documents shall be accepted.

2.7 On receipt of these clarifications, the Tender Processing Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration.



3. GENERAL TERMS AND CONDITIONS

3.1 PARTIES: - The parties to the Contract are the contractor (the tenderer to whom the work has been awarded) and THE I.K.GUJRAL PUNJAB TECHNICAL UNIVERSITY, JALANDHAR-KAPURTHALA HIGHWAY, KAPURTHALA, PUNJAB – 144603

3.2 ADDRESSES: - For all purposes of the contract including arbitration there under, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address by a separate letter sent by registered post with acknowledgement due to The REGISTRAR, I. K. GUJRAL PUNJAB TECHNICAL UNIVERSITY, JALANDHAR-KAPURTHALA HIGHWAY, KAPURTHALA, PUNJAB – 144603. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

3.3 EARNEST MONEY:

I. Earnest money is to be submitted online at Punjab Government e-procurement portal (<https://eproc.punjab.gov.in>). The earnest money so deposited shall not earn any interest. Tenders without earnest money will be out rightly rejected. The detail of Earnest money is given as under:-

Sr. No.	Name of Work	Cost of Tender Document	Earnest Money	Period of Service
1	TWO YEARS OPERATION & COMPREHENSIVE MAINTENANCE OF VARIABLE REFRIGERANT FLOW (VRF) INDOOR AND OUTDOOR UNITS OF AIR CONDITIONING SYSTEM IN ACADEMIC BLOCK – I, ACADEMIC BLOCK – II, KNOWLEDGE RESOURCE CENTER, SEMINAR HALL-II. AND COMPREHENSIVE MAINTENANCE OF VARIABLE REFRIGERANT FLOW (VRF) INDOOR AND OUTDOOR UNITS OF AIR CONDITIONING SYSTEM IN SHRI GURU NANAK DEV JI AUDITORIUM AT THE I. K. GUJRAL PUNJAB TECHNICAL UNIVERSITY MAIN CAMPUS, JALANDHAR-KAPURTHALA HIGHWAY, KAPURTHALA, PUNJAB – 144603.	Rs. 1000/- + GST	1,60,000/-	2 Years

- II. No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the University in respect of any previous work will be entertained.
- III. Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid EMD will be forfeited.
- IV. The tenders without Earnest Money Deposit (EMD) will be summarily rejected.
- V. A Party who does not qualify technical bid, its EMD will be returned after completion of tender process

3.4 SIGNING OF TENDER:

Individual signing the tender or other documents connected with contract must specify whether he signs as:

- I. A "sole proprietor" of the concern or constituted attorney of such sole proprietor.
- II. A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the Partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- III. In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn of affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. A Self attested copy of the certificate of registration of firm should also be enclosed along with the tender.
- IV. In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the tender and all other related documents must be signed by all partners of the firm.
- V. In Case of Private Limited Company: The Company should have private limited certification/registration & proper authorization of the person who is signing the tender.
- VI. A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the University may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

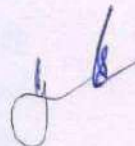
VII. The tenderer should sign and affix his/his firm's stamp at each page of the tender and all its Annexures as the acceptance of the offer by the tenderer will be deemed as a contract and no separate formal contract will be drawn. NO PAGE SHOULD BE REMOVED / DETACHED FROM THIS TENDER DOCUMENT.

VIII. 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:

- 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.
- 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 & GST 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).
- Power of Attorney/Authorization with seal of the company, of person signing the bid documents should also be submitted along with Technical Bid.
- 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.
- 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.

3.5 TECHNICAL BID:

- I. The Technical bid should be submitted online in form given in Technical Information, along with all other supporting documents in pdf format as mentioned below:
 - a. **Bidder's General Information** duly signed and stamped as per mentioned Performa along with the documentary proof.
 - b. All the e-tender documents should be stamped & signed by authorized signatory, properly numbered & indexed.
 - c. Earnest Money Deposit (EMD) of **Rs. 1,60,000/-** should be deposited as per e-procurement website: - <https://eproc.punjab.gov.in>.
 - d. Details of similar works executed in **last five years (FY-2017-18 to 2021-2022)** along with documentary proof work order and satisfactory completion certificate.
 - e. Company/Agency profile.
 - f. Documents related to Trade License and ITR, PAN, Professional Tax Registration, GST Registration, EPF & ESI Registrations etc.
 - g. Audited financial statement duly signed for **last three financial years (2019-2020, 2020-2021, 2021-2022)**. In case of Un-Audited FY 2021-2022, attach Certificate of CA for the purpose of calculation of average turnover.
 - h. Additional documents, if any.



4.0 CONDITIONS OF CONTRACT

4.1 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 The I. K. Gujral Punjab Technical University.
- iii) **"The Registrar"** means the Registrar of The I K Gujral Punjab Technical University.
- iv) **"Officer or Officer in Charge"** means the person/Agency appointed by The 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.
- 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.

4.2. 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.

4.3 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.

4.4 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.

4.5 LAWS GOVERNING THE CONTRACT:

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

4.6 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.

4.7 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.

4.8 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.

The 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.

4.9 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.

4.10 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.

4.11 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.

4.12 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 within 7 working days.
- iii. Efforts shall be made that payment is released within 14 working days from the date of processing of bill.
- iv. All payments shall be made by Cheques/RTGS/NEFT. The bank account details in which payments are to be transferred should be provided by the contractor alongwith first bill.
- v. The 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 the IKGPTU's staff works.
 - b. EPF & ESI challan forms for staff deployed at The IKGPTU works.

Note: It may please be noted that payment for a particular month shall be made by the IKGPTU only after payment is made by the agency to workers engaged, depositing of EPF & ESI 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.

4.13 SECURITY DEPOSIT:

- i) 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 becomes 5% of the award value of the contract. The security deposit shall be released after one month of successful completion of the work, including warranty period (if any) and handing over of the system back to university in good working condition. No interest will be paid by the IKGPTU on the security deposit.
- ii) On completion of the work, while handing over the system back to the University if there are any defects, the cost will be recoverable from the security of the contractor at prevailing market rate.

4.14 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.

4.15 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.

4.16 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.

4.17 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.

4.18 TERRITORIAL JURISDICTION:

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

5.0 SCOPE OF WORK

5.1 The I.K. Gujral Punjab Technical University has constructed its Building Academic Block-1, Academic Block-2, Knowledge Resource Center, Seminar Hall-2 and Shri Guru Nanak Dev Ji Auditorium at Jalandhar-Kapurthala Highway, Kapurthala, Punjab -144603. All the VRFs Air Conditioning Systems of said buildings are the part of scope of work.

5.2 Details of Inventory & Locations of Variable Refrigerant Flow (VRF) Air Conditioning installed at The I.K. Gujral Punjab Technical University Buildings (Academic Block-1, Academic Block-2, Knowledge Resource Center, Seminar Hall-2 and Shri Guru Nanak Dev Ji Auditorium) at Jalandhar-Kapurthala Highway, Kapurthala, Punjab-144603 are as under:

Sr. no.	Item Description	Qty.				Total Qty.
		Academic Block - I	Academic Block - II	Knowledge Resource Center	Seminar Hall-2	
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.	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:- 2.1TR 1.65 TR 1.33 TR 1.0 TR 0.8 TR					
		192	189	2	2	385
		60	68	1	-	129
		33	47	7	-	87
		53	43	-	-	96
		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).	-	-	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
Total Capacity of Outer Units= 1422 HP or 1137.6 Tons							

B) Inventory of VRF (Variable Refrigerant Flow) System installed Shri Guru Nanak Dev Ji Auditorium at IKGPTU.

Sr. no.	Item Description	Units	Qty.
			Shri Guru Nank Dev Ji Auditorium
1	VRV / VRF Outdoor Units		
	Outdoor units of nominal capacity as per manufacturer's standard.	HP	132
2	VRV / VRF Indoor Units		
	13.5TR	Nos.	1
	41.0 TR	Nos.	2
	11.0 TR	Nos.	2
	5.1 TR	Nos.	2
	9.5 TR	Nos.	1
	6.0 TR	Nos.	1
Total Capacity of Outer Unit =132 HP or 105.6 Tons			

5.3 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 above 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 and maintenance of the installation. The objective of comprehensive annual maintenance contract is to keep the owner (The 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 the 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 @ 3,000/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 @ 5,000/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@ 10,000/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.
 - e. Deduction from AMC Charges will be made for part defective work on proportionate basis for the period the same remains non-functional.
- 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 the 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 the 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 the 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 the 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.
- xi.

5.4 COMPLETION PERIOD:

The contract period is two years from the date of award of work and may be extendable for further period of one year on mutual consents & on satisfactory performance of the contractor during initial period and on same rates, terms & conditions.

5.5 HOURS OF OPERATIONS OR PLANTS:

- i. Normal running time of the system : From 08:00hrs to 18:00 hrs
- ii. Normally 5 day's week. However, the 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.

5.6 TENTATIVE PERIOD OF RUNNING SYSTEM/YEAR:

Air Conditioning:	7 months
Hot Water Generator:	3 months
Servicing Period:	2 months

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

5.7 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.

5.8 PROVISION OF EFFICIENT AND COMPETENT STAFF:

The contractor will deploy sufficient trained and experienced staff fully conversant with the functioning, operation 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. Technician | - | 1No. |
| b. Operator | - | 2 No. |
| c. Helper | - | 2 No. |

