



Gujarat University

Part I: Technical Bid

Tender No: GU/ESTATE/AC/2025-26/01

Tender Document For

**“Supply and Installation of Air-conditioning System at
Various Department of Gujarat University.”**

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LETTER FROM TENDERER

To,
The Registrar,
Gujarat University,
Ahmedabad – 380009

Name of Work :**Supply and Installation of Air-conditioning systems at Various Department of Gujarat University.**

Dear Sir,

With reference to the tender invited by you for the above works, we are pleased to offer our best rates mentioned in the Schedule.

We have inspected the site of work, studied the actual site condition, read the Conditions of Contract, and we agree to complete the work to the specifications and satisfaction of the Employer.

We enclose herewith Earnest Money Deposit of Rs.**1,34,453/-** by Demand Draft No: _____ Drawn on _____, in favors of "The Registrar, Gujarat University" payable at Ahmadabad. (DD shall be of nationalized/ scheduled bank payable at Ahmadabad)

We hereby agree that this sum shall be forfeited by the university if we fail to execute the contract when called upon to do so in the event of your accepting our tender.

We hereby also agree that you reserve the right to accept or reject any or all tender without assigning any reasons.

Yours truly,

Sing & Stamp of the Bidder

GUJARAT UNIVERSITY

TENDER NOTICE

Name of Work: Supply and Installation of Air-conditioning systems at Various Department of Gujarat University.

The Registrar, Gujarat University invites bids with two bid system for the providing of Expansion Work - detailed in the table below from the bidders having experience for similar type of works, registered in R&B / State Government / Central Government in appropriate class and meeting the qualifying criteria specified.

Sr. No.	Name of Work	Estimated Cost in Rs	Bid Security (EMD) (Rs.)	Tender Fee (Rs.)	Period of Completion
1	2	3	4	5	6
1	Supply and Installation of Air-conditioning systems at Various Department of Gujarat University	1,34,45,337/-	1,34,453/-	18,000/- (Non-refundable)	3 (Three) Months

	Milestone Dates for Tendering	
1.	Tender Downloading Date	FROM 14 TH MAY, 2025 TO 22 ND MAY,2025
2.	Tender Online submission	On or Before 18:00 Hrs, 22 ND MAY,2025
3.	Submission of tender (Technical bid part-1 including pre-qualification form and its documents) in physical form at room no. 38, Gujarat University, Ahmedabad.	On or Before 14:00 Hrs ,23 RD MAY,2025
4.	Opening of Technical Bid	On 16 :00 Hrs,23 RD MAY,2025
5.	Opening of Financial Bid	Will be intimated to the bidders online
6.	Bid Validity	90 Days from last date of submission of the bid
7.	Solvency Certificate	Valid bank solvency certificate issued in current year of 2025 and valid upto one year of the amount not less than Rs. 100Lacs

- Part-1 technical bid shall be submitted physically in person at the office of Gujarat University, General department (Inward section), Room No: 38, Gujarat University Tower, Gujarat University, Navrangpura, Ahmedabad, Gujarat: 380 009. Part-2 financial bid/Price bid shall be submitted by online only.
- Part-1 Technical bid shall not be accepted by any other means such as RPAD/speed-post/courier.**
- The e-tender can be downloaded from the website tender.nprocure.com & <http://www.gujaratuniversity.ac.in>
- Technical bid must be accompanied by tender fee and Bid security (EMD) in form of a Demand

Draft of nationalized/scheduled bank drawn in favor of The Registrar, Gujarat University payable at Ahmedabad. Bid security must remain valid for 30 days beyond the validity of the bid. No exemption shall be allowed in the bid security submission.

5. The bidding process shall be two-bid system where technical and financial bids shall be submitted separately by the bidder. The bidding documents shall be submitted by the bidder on-line and physically as prescribed hereunder.
6. Technical bid (part-1) shall be submitted in physical form only, with sign and seal. The bidder shall submit two sets (in hard-copies) of the entire technical bid document i.e. original and duplicate, with each page number in unbroken sequence and self-attested in a sealed envelope to the office of Gujarat University, Inward section, Room No: 38, Tower Building, Gujarat University, Ahmedabad, Gujarat: 380 009 before the last date and time specified. In extra-ordinary circumstances, if the receiving office is closed on the given date and time, the same shall be received on the next working day of the receiving office.
7. Where-ever required, information must be submitted by the bidder in the prescribed format available with the tender document.
8. Bidder is recommended to go through the checklist provided herewith prior to the submission of the bid to ensure that the bid submitted is complete in all respect. Incomplete bids shall not be accepted. Bid shall be submitted with tender fee, EMD, solvency Certificate and other pre-qualifying documents as per requirement.

The envelope containing physical bid shall be clearly marked **"Bid for Supply and Installation of Air-conditioning systems at Various Departmentat Gujarat University."** and must have bidder's address of communication, e-mail and mobile contact number that may be used for communication if necessary.

9. The financial bid shall be submitted by ON-LINE ONLY.
10. To provide appropriate information to enable bidders to come out with their best offer, a pre-bid meeting with all interested agencies shall be held as prescribed in Tender Notice.
11. Agencies desirous of seeking any clarification or any additional information must submit their queries in written format duly signed by the bidder along with the name and address as prescribed in Tender Notice. Entertaining any query that is not submitted in written format as prescribed above shall be to the discretion of Gujarat University. Gujarat University reserves rights to reject responding to any/all queries.
12. If found necessary, Gujarat University may provide additional clarifications to the bidders in form of a corrigendum, hence bidders are advised to check n-procure web-site on regular bases to stay updated. Staying informed is the duty of the bidder and Gujarat University shall not entertain any claims based on not being informed of the clarification provided by Gujarat University during the pre-bid meeting or anytime thereafter. Any/ all clarifications provided in the pre-bid meeting shall be binding to all the bidders regardless of their presence or absence in the pre-bid meeting.
13. Gujarat University shall open the technical bid as prescribed in Tender Notice. Interested bidders may remain present during the time of bid opening. After opening of the technical bids, the same shall be evaluated by competent authority of Gujarat University and suitable bidders shall be qualified for the next stage of the bidding based on their competence. This is

a merit driven process whereby each bid shall be evaluated on technical criteria to identify capable bidders suitable for a high quality state of art public facility. Gujarat University reserves the right to choose competent bidders based on its evaluation of the technical bids to move forward to the next stage of the bidding process. No communication regarding the process of evaluation shall be entertained. Decision of Gujarat University shall be final and binding to all bidders.

14. Bidders qualified by Gujarat University shall be eligible for the opening of the financial bid submitted on-line. Opening of the financial bid shall be on-line only. Same may be viewed by qualified bidders if they desire.
15. Financial bid shall be evaluated in terms of lowest over-all offer and the agency qualifying on this merit shall be treated as L1 bidder. Qualifying as L1 bidder does not grant any right to the bidder. Gujarat University reserves the right to accept/reject any/all bidders including the L1 bidder.
16. Though negotiations with L1 bidder or any other bidder are avoidable as per CVC guidelines, considering the public nature of the project being taken up by academic institute; if need be, in the greater interest of the project, Gujarat University reserves the right to negotiate with L1 or any other bidder. No objection shall be entertained in case of any negotiation is taken into consideration for appointment of right agency at the right cost.
17. At any stage of the bidding, Gujarat University reserves the right to seek clarification from any bidder to verify authenticity of the information provided by the bidder. If the information submitted is found to be false or misleading, Gujarat University reserves the right to seize the EMD amount submitted by the said bidder without offering any clarification/s for the same.
18. If it is observed that any bidder has provided false information with mollified intention of derailing and thus delaying the process, Gujarat University reserves the right to recover additional damages from the bidder and initiate the process of blacklisting the miscreant.
19. Other details can be seen in the bidding documents
20. Conditional tender shall not be accepted. The registrar Reserves the right to reject any or all of the tenders without assigning any reason thereof.

INFORMATION TO TENDERERS

1. Incomplete or conditional tenders shall be rejected.
2. The registrar reserves right to accept/reject any/all bids without assigning any reasons thereof.
3. The rates offered by the bidder are to be excluding of GST and including of all other. GST shall be paid extra as per the prevailing rate. (Current rate: 18%)
4. Bidder shall make his own arrangements for water and electricity for the construction work at site at his own expense. No additional payment shall be made towards any consumable required for executing any of the items prescribed in the tender. If in case of at all provided by client 0.50% for water and 0.50% for electricity of total value of work shall be deducted from each bill.
5. Bidder shall follow best practices for health and safety during the entire course of execution, cost of which shall be borne exclusively by the bidder.
6. Bidder shall ensure that all aspects of the activities taken up as part of fulfilling the contract are covered with necessary insurance cover, cost of which shall be borne exclusively by the bidder.
7. Bidder shall ensure that he is registered with all concerned statutory authorities connected with any aspect of the delivery of scope of work of the tender at his cost.
8. Bidder is expected to submit the flow of work envisaged by him for consideration of the Engineer-in-charge. Engineer-in-charge shall reserve the right to finalize the work-schedule to be followed by the bidder and/or modify it from time to time.
9. No price escalation shall be paid/ recovered for the works mentioned in the tender.
10. No advances, either in the form of Machinery advance or materials advance or in any other form shall be given.

Signature of bidder:

Date:

The Registrar
Gujarat University,
Ahmedabad

PROJECT: Supply and Installation of Air-conditioning systems at Various Departmentat GU, Ahmedabad.

DISCLAIMER

1. The information contained in this bid document or subsequently provided to the bidders whether verbally or in documentary form by or on behalf of the Gujarat University or any of their employees/ advisers/ consulting engineers is provided to the bidder (s) on the terms and conditions set out in this bid document.
2. The bid document and subsequent submissions of the bidders are not an agreement. These will subsequently form a part of agreement between the Successful Bidder and the Gujarat University after modifications/ additions/ alterations as decided upon by VC Gujarat University.
3. This document does not purport to contain all the information the bidder may find necessary for the completion of works in a professional manner in accordance with good engineering practice. The bidder is required to check the accuracy, reliability and completeness of the information in this bidding document regarding the site, the movement of traffic, the accessibility, the working conditions, the climatic conditions, the availability of working and storage spaces etc. GU, its employees/ advisers/ consulting engineers do not incur any liability under any law, rules or regulation as to the accuracy, reliability and completeness of the information in this bidding document.

The Registrar
Gujarat University,
Ahmedabad

(ANNEXURE-1)

PREQUALIFICATION CRITERIA

- 1.0 Only single bidder permitted for bidding.
- 2.0 No Joint venture/Consortium permitted for bidding.
- 3.0 The bidder must provide all the information asked as per Annexure- 1&2 with relevant documents for proofs.
- 4.0 The bidder must provide all the certified documents/notarized declaration asked as in Annexure- 1&2.
- 5.0 The intending bidder should have at least 03 (three) consecutive years of experience during the last five years that is i.e From FY 2022-23 to 2024-25 in providing such kind of services to reputed Companies / Institutions / PSUs / Central / State Government Organizations / universities.
- 6.0 The bidder must have his office and service center/workshop at Ahmedabad/Gandhinagar and proof of the same must be given.
- 7.0 Average annual financial turnover of the bidding firm should not be less than Rs. 134.00 Lacs of last three years ending on 31st March 2025.
- 8.0 Experience of having successfully executed/completed similar works during last 05 years for reputed clients such as GUJARAT UNIVERSITY/ Central Govt. / State Govt. / Semi Govt./ Railways/ PSU/Municipal Corp/ Concessionaire in case of Govt. PPP projects/ or any other government organization. The claim must be supported with documentary evidence such as satisfactory completion certificate from respective authorities. Certifying agency shall not be below the rank of Executive Engineer.
 - (a) Three similar completed works costing not less than the **Rs. 54 lacs**
Or
 - (b) Two similar completed works costing not less than the **Rs. 67.22 lacs**
Or
 - (c) One similar completed work costing not less than the **Rs. 108 lacs**
- 9.0 The bidder should have minimum five years of experience of providing such kind of services to reputed Companies / Institutions / PSUs / Central / State Government Organizations / universities. Joint venture/consortium not allowed. i.e. year of establishment of business shall not be later than 01/04/2014.
- 10.0 The bidder must not be black listed and/or having no inquiries/cases pending against him by Government of India, Government of Gujarat or any state board/universities/corporation since inception of the firm
- 11.0 No police/court case should have implemented against the bidder from the date of commencement of profession to the date of offering bid
- 12.0 Copy of GST Registration and copy of PAN card must be enclosed with bid document.
 - a) Copy of Income tax Return for financial years 2022-23, 2023-24 & 2024-25 must be enclosed with bid document.
 - b) Attested copy of balance sheet with profit & loss account of last 3 financial years duly audited by chartered accountant.
 - c) Certified Copy of solvency certificate of nationalized/scheduled Bank shall be submitted as per requirement. Joint ventures/consortium is not allowed. Bidder has to meet Qualification Criteria on its Own.
 - d) Contractor must be a Sole Proprietor, Registered Partnership firm / Pvt. Ltd. Owner or Public Ltd. Owner. Copy of Certificate of Shops and Establishment, Registration/Incorporation needs to be submitted.
 - e) The bidder must quote as per schedule B, otherwise the tender will not be considered.
- 13.0 If any information found false with a malafied intension of getting qualified will be treated serious and his EMD is likely to be forfeited and he will be blacklisted for not giving any work in future.
- 14.0 GU may ask to produce original documents where certified photocopies are produced

- 15.0 The contractor/ agency/ service provider/ individual-sole proprietor/ partnerships under the Indian Partnership Act/company constituted under the Indian Companies Act,1956/co-operative Society or any such firm registered with state or a central government for specific purpose provider shall be eligible to apply as a single bidder.
- 16.0 The contractor shall employ a qualified Erection Engineer at site who shall be assisted by adequate number of skilled and experienced staff.
- 17.0 The bidder has to submit the compliance letter on its letter head duly signed by the authorized signature and other supporting documents as asked for in the bid in scanned format. Failing to submit the same or non-compliance/deviation from any bid terms and conditions, eligibility criteria or technical specifications may result in rejection of the bid.
- 18.0 The bidder has must be minimum of 3 Company's Authorized Dealer / Distributor / Re-seller.
- 19.0 The bidder has must be a minimum of 15 Technical Team and their Helpers. Details of Technical team and Their Helpers must be given by Bidder.

Other Requirements to be submitted:

A. Litigation history

The applicant should provide accurate information on litigation and / or arbitration resulting from Contracts completed or under execution by him over the last three years. A consistent history of arbitration awards / judgments against the applicant or any partner of joint ventures may result in disqualification for proposed work. If the details of Litigation History is hidden by the applicant and later on it comes to knowledge of the employer the bidder shall be disqualified for the proposed work and other appropriate actions shall be taken against the bidder.

Even though the Applicants meet the above criteria, they are subject to be disqualified if they have made misleading or false representation in the 16 form , statement and attachments submitted and / or record of poor performance such as abandoning the work, not properly completing the work, not properly completing the contract, delays in completion, litigation history, financial failure etc.

B. Bidding in E-tendering

- i. In addition to physical submission of technical bid, submission of bid must be through e-tendering i.e. Electronic form
- ii. Bidders shall have to submit the bid in E-Tendering form only.
- iii. Bids of those bidders who have submitted all information, statistical details as required in the bid document through E-Tendering will only be considered. If the Employer desires any clarification, for verification / clarification, ambiguity or difference found in the documents / statistical details submitted online (by E-Tendering) by the bidder, the same shall be furnished with in stipulated time, otherwise further processing will be carried out in absence of above and the bidders shall be liable for any consequence.

(ANNEXURE-2)**PRE-QUALIFICATION INFORMATION/FORMS/CHECKLIST**

Details should be provided with relevant certified copies of documents with technical bid.

Sr. No.	Particulars	Attached [Y/N]	Details of Documents attached for proof	Remarks				
1	Name, address, cell phone and e-mail address of office of the contractor/agency/service provider/individual-sole proprietor/partnership firm/company/co-operative Society or any such firm registered with state or a central government for specific purpose of security service provider							
2	Certified copy of registration(with state government, central * government, municipal corporation)							
3	Name, address, cell no. and email address of owner of partnership firm/partner/representative of the company/co-operative society to whom power of attorney is given*							
4	Details of Owner with certified copy of document for * constitution of the proprietor firm/partnership firm/company with copy of memorandum of article/co-operative Society or any such firm registered with state or a central government for specific purpose of security service provider							
5	Tender fee draft							
6	EMD draft							
7	Bank solvency certificate							
9	Professional Tax Registration with copy of challan for payment of last one year							
10	Service Tax Registration with copy of challan for payment of last one year							
11	GST Registration No.							
12	Shop and Establishment Registration certificate copy							
13	Year of Establishment (copy of proof should be attached) which shall not later than 30/06/2012.							
14	PAN (Income tax)							
15	Annual Turn Over of preceding three (03) * financial years (enclosed C.A. certified copies) (1). 2022-23 * Rs. _____ (2). 2023-24 * Rs. _____ (3). 2024-25* Rs. _____							
16	Details of completed services during preceding five (05) completed years (2020-2021, 2021-2022, 2022-2023, 2023-2024, 2024-2025) with information as under.							
	Government/semi-government/public limited company/bank/hospital/university/colleges/industries/hotels etc.							
	Sr. No.	Institute/ company name, address, telephone/Mb. No.	Period of contract date: ____to____	Amount of annual contract	attach copy of completion certificate	Remarks		
	1	2	3	4	5	6		
	Note: Certified copies of work-orders and certificate of completion of the							

	Institution/s for having been rendering services satisfactorily.			
17	Certified copies of IT returns of last three years i.e. 2022-23, 2023-24&2024-25			
18	Declaration signed before Notary about pre-history of (a) No Defaulter of financial institution (b) No Police/ Court case from date of commencement of profession to date of offering bid			
19	List of client to whom security services is provided currently with name, address, telephone no., cell no., nos. of guards/gunmen provided to clients etc.			
20	Copy of ISO certificate			

Notarized declaration shall be as per below on Rs. 300/- stamp paper:

I/We am/are _____ do hereby declare that our firm is not black listed and no inquiries/cases are pending against us, by Govt. of India / Govt. of Gujarat or any State Board/Universities/corporation, since inception of the firm/company.

I/We am/are _____ do hereby declare that I/am/We/are not defaulter of any financial institution and no police/court case is implemented against us from the date of commencement of profession to the date of offering the bid.

I/We am/are further undertake to pay the employees /workers deployed not less than minimum wages act and other incidentals as per the provisions of the relevant Act.

I/We am/are further undertake that if above declaration proves to be wrong /incorrect or misleading our tender/contract stands to be cancelled/terminated.

Place :

Date :

Seal and Signature of Authorized person

GENERAL INFORMATION FOR THE BIDDER

1. Incomplete and conditional tenders shall not be considered.
2. GUJARAT UNIVERSITY, Ahmedabad reserves the right to split up the work covered in the scope of this contract amongst more than one contractor.
3. Intending bidders shall submit tenders after studying all tender documents carefully and after visiting the site for satisfying themselves of actual site conditions, location and accessibility of site and nature and extent of the work involved etc. Submission of tenders implies that bidders have obtained all necessary information and other data required for executing the work. No claim for extra charges because of any misunderstanding or otherwise shall be allowed.
4. Site cleaning and making the site accessible for execution of the work shall be in the scope of bidders. In case of the bidder requiring removal/breakage of any feature/asset of Gujarat University, the same can be one only after getting written clearance from Gujarat University. The same may be restored by the bidder at his cost if demanded by Gujarat University at any point of time.
5. Bidders will not be allowed to give sub-contract of the works awarded to him for any reasons what so ever without written permission of the Engineer-in-charge.
6. After opening of Technical bid, no price revision shall be accepted from any bidders on any grounds.
7. Price quoted shall be firm, until overall completion of the work, under contract and there shall not be any price escalation.
8. Date of opening of price bid will be intimated later on to those bidders who are qualified in technical bid. Price bid of only qualifying bidders based on evaluation of technical bid shall only be opened. Price bid of bidders who are not technically qualified by Gujarat University shall not be opened.
9. The decision of GUJARAT UNIVERSITY in the matter shall be final and no/any claim will be entertained in this regard.
10. All the works shall be carried out as per specifications and drawings attached with the tender and relevant Indian Standards issued by the Bureau of Indian Standards. All materials procured should be confirming to relevant Indian Standards issued by Bureau of Indian Standards, wherever not specified in the item. In case of the specifications not found in Indian Standards, they shall follow best market practice, adjudicator of which shall be the Engineer-in-charge of Gujarat University
11. Tenders, who do not fulfill all or any of the conditions of the tender or incomplete in any respect, are liable to rejection.
12. GUJARAT UNIVERSITY, Ahmedabad reserves the right to reject any or all the tenders without assigning any reason thereof.
13. This specification is intended as a general description of quality envisaged for materials & workmanship & of the finished work. It is not intended to cover minute details. The work shall be executed in accordance with the best modern practice & to the complete satisfaction of the GUJARAT UNIVERSITY. Special techniques approved by the GUJARAT UNIVERSITY shall be used if & where found necessary without any extra claim. The

specification provided shall have priority if anything contrary to them is stated elsewhere in the contract documents. In case of a specification not adhering to minimum standards prescribed in the IS code for the relevant item, IS code shall prevail upon the specifications. Execution of any such item shall take place only after bringing the issue to the notice of the Engineer-in-charge and taking his written permission. GUJARAT UNIVERSITY's decision shall be final & binding to the contractor on any issue arising out of such discrepancies.

- 14. AGREEMENT:**As per university's rules, successful bidder shall have to enter in to an agreement on non-judicial stamp paper of Rs.300/-with the Gujarat University, Ahmedabad, in the prescribed form on receipt of work order. The cost of the stamp fee shall be borne by successful tender. The tender with specifications, schedules, drawings, the contract booklet and other necessary documents shall be signed by successful bidder. The letter of acceptance, all the bid documents, all the documents accompanying the contract& subsequent correspondence shall be deemed to be a part of the contract agreement. **(Separate Agreement sheet attached below as annexure: I)**
- 15.** Each bidder shall also submit a Declaration to the effect that bidder is an engineering construction firm or an association of firm which has successfully carried out large works of this nature & has adequate organization & experienced personnel to handle this type & magnitude of work. Information should be also given regarding the constitution of the firm; it's authorized, subscribed & paid up capital, the date & place of registration, the place of business, the names of the directors & other relevant information.
- 16.** Each tender shall contain the name, residence & place of business of person or persons making the tender & shall be signed by the bidder with his usual signature with seal of the company.
- 17.** An attested copy of the constitution of the firm with the name of all partners shall be furnished. Whenever, whether in submission of the tender or later in other matters, the signatures are made by one person on behalf of Directors or a firm or a corporation, an attested copy of the resolution of the partners or of law shall be supplied by the bidder authorizing the signatory. Witnesses & sureties shall be persons of status & probity, their names, occupation & address shall be stated below their signatures. All signatures shall be dated.
- 18.** Tenders by corporation shall be signed with the legal name of the corporation followed by the name of the state of incorporation & by the signature & designation of the president, secretary or other person authorized to bind it in the matter with rubber seal of the company.
- 19.** The tenders received after time and date specified in the tender notice, will not be accepted. Once the offer submitted by the contractor before due date of submission, the contractor will not be allowed to submit revised / additional / modified / other even before due date. However, if the issue and receipt of tender is extended by the GUJARAT UNIVERSITY due to any reason, the contractor may submit the revised offer before due date of submission, if he wish to submit.
- 20.** GUJARAT UNIVERSITY reserves the right to delete or add any item of Schedule-B for which contractor shall not have any right to claim on this account.
- 21.** No idle charges shall be entertained by Gujarat University, Ahmedabad for any site conditions or any circumstances.
- 22.** No claims for hindrance shall be entertained in any manner for any natural phenomenon such as rain or water logging.

23. The Contractor shall take all requisite & necessary care to observe that no damage is caused to the Existing structures, assets etc. For any damage to the existing structures or assets of Gujarat University that contractor is be held responsible by Engineer-in-charge, same shall be rectified/restored/replaced immediately at the contractor's cost to the satisfaction of Engineer in Charge. If found necessary, Engineer-in-charge may employ other agency for the same and recover the cost from the contractor's account.

24. The Bidders shall note:

- a. No price escalation on any account, shall be payable.

25. Recoveries:

- a. In case of any damage to equipment/machinery or structure/building of GUJARAT UNIVERSITY, Ahmedabad or any public property due to negligence's of contractor or any other reasons attributed to contractor the decision of Engineer in Charge regarding the amount of recovery shall be final.
- b. If the contractor fails to execute the work as per direction of Engineer in Charge within the time frame given by GUJARAT UNIVERSITY, Ahmedabad time to time, action as per clause no. 35 of this chapter and action as per clause no. 4 of condition of contract shall be implemented.

26. All royalties, sales tax, toll tax, local tax, development charges, welfare cess and any other taxes including works contract tax etc. and also any statutory variation in future towards above mentioned taxes & any other taxes if levied in future by statutory authority applicable to this contract shall be borne by the contractor and GUJARAT UNIVERSITY shall not entertain any claim whatsoever in this respect. The rates shall be "excluding of GST".

27. The contractor shall have to pay the amount of GST to the respective department as early as possible as per prevailing rules.

28. The contractor shall pay the building and other construction welfare cess of 1% of total estimated cost at respective department of GOG. The contractor shall have to produce the proof of payment of labour welfare cess before submission of final bill, otherwise final bill of the work will not be finalized.

29. The EMD will be returned promptly to the unsuccessful bidder after completion of tender process. (i.e Work awarded to the successful bidder)

30. R. A. Bill: R. A. bill payment shall be made only at the end of the month. On submission of bill by the contractor in GUJARAT UNIVERSITY's prescribed format. Completion of each activity will be checked by Engineer-in-charge and after getting approval of each activity contractor will proceed ahead to next stage.

31. Gujarat University shall entertain a R.A. bill of minimum of Rs.**20,00,000/-** only. (Only in special case, Engineer-in-Charge may use his discretion and allow an RA Bill of amount lesser than prescribed herewith). The R.A. bill must be submitted in prescribed format only. On receipt of a valid R.A. bill, Engineer-in-charge, as per his discretion, may suggest an ad-hoc release of not more than 50% of the bill amount on immediate bases to expedite the progress of work. This provision shall be treated ONLY as discretionary power of the Engineer-in-charge and not as a right to demand payment. The ad-hoc amount suggested by Engineer-in-charge shall be processed before verification of the bill and hence must be treated as advance that can be recovered at discretion of Engineer-in-charge, if need be. In case of a large discrepancy is found in the R.A. in comparison of actual work found at site, it shall be treated as a malpractice and contractor may be forced to pay a penalty or face termination from the contract based on the judgment of the Engineer-in-charge.

32. All R.A. bills shall be scrutinized by Engineer-in-charge for quality and quantity and shall be processed based on the approval granted by him. The amount due post-ad-hoc payment shall be released only after due approval of the Engineer-in-charge is received. Though all necessary efforts shall be made to expedite the approval process, minimum approximate time for the approval process shall be of 4 weeks.
33. The work shall be completed within the period stipulated in the contract.
34. **Security Deposit:** The successful bidder shall have to pay security deposit as guarantee money for performance of the contract and observance of contract conditions. The detail of break-up of SD is as under.
- Initial security Deposit:** Appointed bidder shall have to pay security deposit of 5 % Of Estimated Cost of the work put to tender within 15 Days from the date of issue of letter of intent by way of Bank Guarantee shall be of nationalized / scheduled bank only. On failing to pay security deposit in specified time limit the EMD will be forfeited and bidder will not be allowed to participate in the tenders invited from Gujarat University for the further period of 1 year. The security deposit validity shall be up to six months from the completion period specified in the contract and can be release within 30 days of final certification and only after approval of Engineer-in-charge, Gujarat University. Engineer In-charge reserves the right to withhold the same till the period he considers deemed fit.
- Retention Money:** For further security for the due fulfillment of the contract by the contractor, 5% of the value of the work done shall be deducted by the employer from each running bill towards retention money. On the PMC issuing a certificate of the virtual completion of the work the retention money will be released after Defect Liability Period of 12 Months.
35. **Compensation for the delay:** The time limit allowed for carrying out the work as entered in the tender shall strictly observed by the contractor and shall be reckoned from the date on which the order to commence the work is given to the contractor. The work throughout the stipulated period of contract proceeds with due diligence (time being deemed to be essence of contract) and for delay. If the contractor fails to complete the work under the contract by the stipulated date, he shall pay compensation (liquidated damages) of rupees 0.1% of the contract value per day from the date of delaying the said work up to the date of completion and handing over to the Gujarat University. The aggregate maximum of compensation shall not exceed 0.1% of contract value per day and shall be subject to the maximum amount of 10% of the tendered value. Delays requiring payment of 10% liquidate damages of the tendered amount for performance shall be sufficient causes for termination of contract and for forfeiture of security deposit. The penalty will be invariably deducted from the bills of the contractor and no refund will be given unless the competent authorities approve the reasons for delay attributable to GUJARAT UNIVERSITY with the prior approval.
36. In case of the item executed as per the actual requirement of the site is less than that of the tendered quantity that results in any saving, Engineer-in-Charge shall have the right to utilize the said saving to his discretion in terms of getting any other works that he finds deemed fit for the cause of the project. Contractor shall have no right to dispute this right of Engineer-in-Charge and/or claim any additional compensation for the same.
37. **Arbitration:** In case of all the disputes, decision of The Vice – Chancellor, Gujarat University shall be final and binding to the bidder. **The Vice – Chancellor, Gujarat University shall be the sole Arbitrator.** The legal jurisdiction shall be Ahmedabad only.
38. Work carried under this contract shall be completed in all respects within 3 calendar month including monsoon period from the date of issue of letter of order to commence the work. If any inevitable situation arises due to which work can be delayed such can be prior approval by Vice-Chancellor of Gujarat University in written that can be only considered as extension of time limit to complete the work. However, interim mile stones of the work will have to be completed as per the priority, sequence, schedule given by GUJARAT UNIVERSITY time to time.

CONDITIONS OF CONTRACT

1. Definitions:

- (a) The “Contract” means documents forming the tender, all the documents therein and acceptance thereof, together with the letter of intent, work order, schedule of terms and conditions, specifications, drawings, communications, instructions and any other directives issued by the competent authority to the appointed contractor.
- (b) The “Tender Document” means the form of tender, the applicable schedules and/or additional conditions and the specifications and/or drawings as issued to the contractors for the purpose of bidding.
- (c) The expression “works” or “work” when used in the conditions of contract shall, unless there be something in the subject or context repugnant to such construction means, the works or the work contracted to be executed under or in virtue of the contract whether original or altered.
- (d) The “Contractor” means the individual or firm or company, whether incorporated or not, undertaking the works and shall include his or its legal personal representative, successors and permitted assignees.
- (e) “GUJARAT UNIVERSITY” means the Gujarat University, Ahmedabad. And the “Accepting Officer” means the officer who is authorized to sign and signs the contract on behalf of the “GUJARAT UNIVERSITY.”
- (f) “V.C.” means Vice Chancellor who administers and in the case of the term contracts directs the contract.
- (g) The “Engineer-in-charge” means all officers of the GUJARAT UNIVERSITY appointed by the VC to supervise the works or part of the works.
- (h) The “Consultant” means designing, supervision agency appointed by Gujarat University.
- (i) “B.S.” means the “British Standard” as issued by the British Standards institution. “A.S.” means the American Standards as issued by the American Standard Institutions and “I.S.” means the “Indian Standards” as issued by the Indian Standards Institutions. Wherever the above mentioned abbreviations are preferred to, in the specifications and / or work orders, they mean the addition with all amendments current at the date of issue of tender documents of work orders. In the case of measurement and terms of contracts “Specifications” means those contained in Gujarat University, Ahmedabad schedule together with any amendments etc. embodied in the tender documents, “Drawings” refer to those accompanying the tender documents and/or any work orders referred therein.
- (j) The “Contract Sum” means the sum accepted or the sum calculated in accordance with the prices accepted in the tender and/or the contract rate as payable to the contractor for the full and entire executing and completion of works.
- (k) “The date of completion” is the date or dates of completion of the work or any part of the works set out or ascertained in accordance with the individual work orders and the tender documents or any subsequent agreed amendments there to.

2. Compensation for the delay: The time limit allowed for carrying out the work as entered in the tender shall strictly observed by the contractor and shall be reckoned from the date on which the order to commence the work is given to the contractor. The work throughout the stipulated period of contract proceeds with due diligence (time being deemed to be essence of contract) and for delay, the contractor shall pay compensation as per para 35 of general information for the bidder. The penalty will be invariably deducted from the bills of the contractor and no refund will be given unless the competent authorities approve the reduction the reasons for delay attributable to GUJARAT UNIVERSITY with the prior approval.

3. Notice for unsatisfactory progress: If the progress or a particular portion of the work is unsatisfactory the Engineer-in-charge whose decision shall be final, shall notwithstanding that the general progress of work is

satisfactory; be entitled to take action under Clause 4(c) after giving the contractor 10 days' notice in writing and the contractor will have no claim for compensation for any loss sustained by him owing to such actions.

- 4. Action in the case of Default by Contractor:** if the contractor shall negate or fail to proceed with the work with due diligence or if he violates any of the provision of the contract, the engineer in- charge shall give the contractor a notice, identifying deficiencies in performance and demanding corrective action. Such notice shall clearly states that it is given under the provision of this clause. After service of such notice, the contractor shall not remove any plant, equipment and material from site. University shall have a lien on all such plant, equipment and material from the date of such notice till the said deficiencies have been corrected as mention in the said notice.

If the contractor fails to take satisfactory corrective actions within 10 days after receipt of such notice, the engineer in-charge on behalf of university shall terminates the contract in whole. In case, the entire contract is terminated, the amount of SD and bank guarantee together with the value of the work done but not paid for shall stand forfeited to the university. The plants, equipment and materials, held under this clause shall than be at the disposal of the university to recover the amount equivalent to the liquidated damages and registration of the contractor shall be kept in abeyance for three years from the date as fixed in all such cases.

The engineer in-charge if necessary shall direct that a part or the whole of such plants, equipment and material be removed from the site within a stipulated period. If the contractor fails to do so, the engineer in-charge shall cause them or any part of them to be sold holding the net proceed of such sale to the credit of the contractor. After settlement of accounts, the lien by the University of the Contractor's remaining plant, equipment and balances of material shall be released.

Termination of the contract in whole shall be an adequate authority for the engineer in-charge to demand discharge of the obligations from the guarantors of the security for the performance.

- 5. Extension of Time Limit:** If the contractor shall desire an extension of the time limit for completion of the work on the ground of his having been unavoidably hinder in its execution or on any other ground, he shall apply in writing to the Engineer-in-charge and the Engineer-in-charge may, if in his opinion there are reasonable grounds for granting extension, recommend such extension as he may think necessary or proper. The decision of the competent authority in this regard shall be final and binding to the contractor. Any delay attributed to GUJARAT UNIVERSITY shall be compensated only by way of extending the limit.
- 6. Completion Certificate:** On completion of the work the Contractor shall be furnished with Completion Certificate by the Engineer-in-charge such completion but no such certificate shall be given nor shall be the work considered to be complete until works are taken over and/or duly tested and put to operative as the case may be, nor until the work shall have been measured by the Engineer-In-Charge or where the measurement have been taken by his subordinated until they have received the approval of the Engineer-in-charge the said measurement being binding and conclusive against the contractor.
- 7. Effect of the Certificate:** Unless otherwise specifically prescribed by the Engineer-in-Charge, No payment shall be made for any work estimated to cost less than **Rs. 5,00,000/-** till after the whole of said work shall have been completed and certificate of completion given. But in the case of works estimated to cost more than **Rs. 5,00,000/-** Contractor shall on submitting a monthly bill thereof, be entitled to receive payments. Proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and a passing of the sum so payable shall be final and conclusive against the contract. All such intermediate payments shall be regarded as payment by way of advance against the final payment only and

not as payments for work actually done or completed and shall not preclude the Engineer-in-charge from requiring bad, unsound, imperfect or unskillful work to be removed and taken away and reconstructed or re-erected nor shall any such payment be considered as admission of the due performance of the contract or any part thereof in any respect of the accruing of the claim nor shall conclude, determine or effect in any way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts otherwise or in any other way, vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of work; otherwise the certificate of Engineer-in-charge of the measurement and of total amount payable for the work shall be final and binding on all parties.

8. **Payment to Contractors:** Unless otherwise specifically prescribed by the Engineer-in-Charge, the rates for several items of works estimated to cost more than **Rs.5,00,000/-** shall be valid only when the item concerned is accepted, having been completed full, in accordance with the sanctioned specification. In case, where the items of the work, are not accepted, as so completed the Engineer-in-charge, may make payment on account of such items at such reduced rates, as he may consider reasonable in the preparation of final or running accounts bills.
9. Bills shall be submitted by the contractor end of the work/ month on or before the date fixed by the Engineer-in-charge in two original copies.
10. Works to be executed in accordance with specifications, orders etc. The contractor shall execute in whole and every part of work in the most substantial and workman-like manner and both as regarding materials and in every other respect in strict accordance with the specification. The Contractor also shall confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of Inspection at such office, or in the site of the work, during office hours and the contractor shall, also if he so requires, be entitled at his own expenses to make or cause to be made copies of the specification, and of all such designs.
11. **Extension of Time Limit in consequence of Addition or Alteration**
The time limit for the work shall be extended in the proportion that the increase in its cost occasioned by alterations or additions bears to the cost of the original contract work and the certificate of the Engineer-in-charge as to such proportions shall be conclusive.
12. No compensation for alternation in or restriction of work to be carried out. If at any time, after execution of the contract documents the Engineer-in-charge shall, for any reason whatsoever, require the whole or any part of the work, as specified in the tender, to be stopped for any period or shall not require he whole or part of the work to be carried out at all or to be carried out by the contractor, he shall give notice in writing of the fact to the contractor who shall thereupon suspend or stop the work totally or partially as the case may be in any such case, except as provided here under the contractor shall have no claim to any payment or compensation what so ever on account of any profit or advantage which he might have derived from the execution, of the work in full but which he did not so derive in consequence of the full amount of work not having been carried out or on account of any loss that he may be put to on account of materials purchased or agree to be purchased or for unemployment of labour recruited by him. He shall not also have any; claim for compensation by reason of any alterations having been made in the original specification, drawings, designs and instructions which may involve any curtailment of the work as originally contemplated. Where however, materials have already been purchased or agreed to be purchased by the contractor before receipt by him of

said notice, the Engineer-in-charge provided they are not in excess or requirement and are of approved quality and /or shall be compensated for the loss, if any, that he may put to in respect of materials agreed to be purchased by him. The amount of such compensation to be determined by the Engineer-in-charge whose decision shall be final. If the contractor suffers any loss on account of his having to pay, his labour charges during the period, during which the stoppage of work has been ordered under this clause the contractor shall on application be entitled to such compensation on account of labour charges as the Engineer-in-charge whose decision shall be final, may consider reasonable provided that the contractor shall not be entitled to any compensation on account of labour charges if, in the opinion of the University Engineer, the labour could have been employed by the contractor elsewhere for the whole or part of the period during which the stoppage of the work has been ordered as aforesaid.

- 13. No Claim for Variation in Quantities of Work:** Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work actually executed, being either more or less up to any extent than those entered in the tender or less than those entered in the tender or estimate.
- 14. No Claim for Compensation for Delay in starting work:** No compensation shall be allowed for any delay caused into starting of work on account of acquisition of land and in the case of clearance for works or any delay in according sanction to estimates.
- 15. Entering upon or commencing any portion of work:** The contractor shall not enter upon or commence any portion of work except with the written authority or instructions of the Engineer-in-charge or his subordinate in charge of the work, failing such the contractor shall have no claim to ask for measurement or payment for work.
- 16. Method of Payment to contractors** shall be made by A/c payee cheques provided the amount exceeds Rs.50/- . Amount not exceeding Rs.50/-will be paid in cash. Generally payment may take 30 to 60 days after passing of bills depending on availability of fund.
- 17. Acceptance of conditions on tendering for work:**
Submission to tender or acceptance of work order shall imply acceptance of these conditions of tender by contractor.

SCOPE OF WORK AND TECHNICAL CONDITIONS

1. SCOPE OF WORK

The scope of work covers the Design, Engineering, supply, Installation, Testing, Commissioning, warranty and maintenance of Air Conditioner including the associated piping and service required for Air conditioning system for the various department of Gujarat University campus.

2. TECHNICAL CONDITIONS

1. The item of the work to be installed or services to be rendered is given in Schedule B and scope of work.
2. Supply, Installation and Commissioning of all the equipment and item as detailed in following specifications. All the equipment shall be warranted and must operate at or above guaranteed values with regards of availability testing as specified in the specification.
3. The Contractor shall arrange all tools, tackles and testing instruments etc. as required during all operation such as transportation, testing and commissioning for completion of scope of works as per the specification. The Contractor shall undertake all the testing and commissioning activities.
4. The Contractor shall provide the required equipment and service whether explicitly mentioned in these specifications or not, to fulfill the intent of the specification and to ensure the completeness, operability and maintainability of the system at extra cost to Employer.
5. Distance between indoor and outdoor units are based on preliminary assessment. Bidders are advised to visit site (at their own expense) prior to the submission of proposal, and make survey and assessment as deemed necessary for proposal submission. The quantities indicated in the BOQ are tentative and may vary as per site requirements. Any item, other than BOQ item viz. refrigerant associated electrical & civil works etc. required for functional PAC system shall be installed by the contractor at no additional cost to Employer.
6. Contractor shall furnish data requirement sheets(DRS) as per attachment, Drawing and other details of supplied PAC system and accessories. Installation and O&M manual of PAC system shall be submitted.
7. All bought items shall be split/VRF/cassette etc. and equipment make shall be Hitachi/Carrier/Bluestar/Voltas or equivalent approved by Engineer in-charge prior to its procurement.
8. GU may add or delete any unit during the period of contract.
9. The contractor should adopt standard methods of working. In case of any damage to nearby part/equipment/system due to the fault of contractor, appropriate amount will be recovered from his bill.
10. The decision of GU Engineer/Supervisor/nodal officer/co-coordinator in respect of repairs/replacements will be binding on the contractor.
11. Electrical installation work shall have to be carried out by licensed electrical wireman and engineer/licensed electrical contractor and work shall be carried out according to R&B electrical division specifications.

DECLARATION FORM

(To be submitted duly notarized on Rs 300/-Stamp paper)

I/We hereby declare that I/We have carefully studied the entire tender and condition of the contract, specification & other relevant documents of this work mentioned in the tender and abide by the same. Also I/We hereby and agree to execute the same accordingly.

I/We hereby abide to execute the contract agreement of the condition of the contract, specification & other relevant documents of this work or otherwise I/We will get copy of the same form the office of the tender inviting authority and the same will be acceptable to me /us. I/We hereby accept and confirm that any dispute on this regards shall not be entertained by the tender inviting authority.

I/We hereby declare that I/we have visited the work site and fully acquainted myself/ourselves with the local situation regarding materials, labor and other factors pertaining to the work before submitting this tender.

I/We hereby confirm that our offer is Un-conditional and without any technical & commercial deviations.

Signature of Contractor
Names

Seal,
Detail address



CONTRACT AGREEMENT

This agreement is made on the ____ day of ____ month, ____ year between the registrar Gujarat University, Ahmedabad (Hereinafter called "the employer")

And,

M/s, _____

(hereafter called "the contractor " on the other part")

PAN Card No: _____

Address: _____

Hence forth to be referred to as " _____ (name of contractor)" or "contractor/s" or "agency"

The said agreement is put in place for the specific and limited purpose of construction/renovation of _____ as per the tender ID no: _____ and all its binding and operative parts that was duly participated in by the contractor and is awarded the contract.

It is a non-transferable agreement.

This contract is part of the agreement for the construction/renovation of _____ along with all the parts of tender document (Technical bid, P.Q. documents, Price bid, specifications, schedules, Drawings) and subject to all the laws, statutes, rules, regulation and any other state or center directives from time to time that shall, if need be, ONLY as per the interpretation of Vice-Chancellor Gujarat University, supersede any/all conditions of this agreement.

Whereas the Employer is desirous that contractor execute

(Hereinafter called "the Works".) and the employer has accepted the bid by the contractor for the execution and completion of such work at a cost of _____ Rs. (in Figure), (in words) _____

NOW THIS AGREEMENT WITHLESS AS FOLLOWS

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the condition of contract hereinafter referred to, and they shall be deemed to form and to be read and confused as part of this agreement.
2. In consideration of the payments to be made by the employers to the contractor as hereinafter mentioned the contractor hereby covenants with the employer to execute and complete the works and remedy any defects there in conformity in all aspects with the provision of the contract.
3. The employers hereby covenants to pay the contractor in consideration of the execution and completion of the works and the remedy the defects wherein contract price or such other sum as

may become payable under the provision of the contract at the times and in the manners prescribed by the contract.

Read, understood, agreed to and signed by

Authorized representative of Gujarat University

M/s _____

Authorized representative of _____

M/s _____

DATE: _____

PLACE: _____



FORM 'A'
STRUCTURE AND ORGANIZATION

1	Name And Address of the company	
2	Telephone No	
	Mobile no	
	Telex No	
	Fax No.	
	E mail ID, Website	
3	Name of concern person	
4	Description of Company/whether Individual/Partnership/ Limited Co./Pvt Ltd or any other	
5	Documentary evidence for sr no- 6 above	
6	No. Of Year Experience in construction field.	
7	Name and address of the Bankers :-	
8	Income tax PAN Registration No Copy [Copy to be enclosed]	
9	You will have to submit registration certificate as per statutory requirement under contract labour laws (for the subject work. (If you have a copy of such certificate for executed work in past to be submitted)	
10	Whether enlisted as approved Contractor with GOG / Public Under taking /SEB / others if so please furnish details and copy of certificate in separate sheet	
11	Tax No. details. VAT [State Sales Tax] No.	
	Central Sales Tax C.S.T No.	
	GST No.	
12	Provident Fund Registration Number – Copy attached	
13	Penalty Clause - Accepted Penalty for the work delayed /non completion/ nonperformance of the works will be imposed as mentioned in Technical bid-I –	

14	Prices/Charges- Accepted Prices / charges should be firm and fixed. No price increase will be allowed during tenure of contract due to any reason.	
15	Payment Terms – Accepted	
16	I. T. and other taxes Deduction.-Agree Taxes will be deducted as per prevailing Government rules from the monthly bil	
17	Validity of offer –Accepted	
18	Work completion period as per price schedule- accepted	
19	Declaration sheet - Attached Declaration in prescribed format on letter head of the bidder	



HVAC WORK MAKE LIST

Equipment/Materials	Manufacturer's Name
Variable Refrigerant Volume/Flow system	Carrier/Mitsubishi Electric/Toshiba/O'General/Bluestar
NON-VRF Air Conditioner system	Carrier/Mitsubishi Electric/Toshiba/O 'General/Bluestar
Air Handling Units	Citizen/Edge tech/Nutech/VTS/Zeco/Ethos
Ventilation Fans	Kruger/Nicotra/Systemair/ebm-Nadi/Green tech/AirProduct
G.I.Sheets for ducting	SAIL/Tata/Jindal/Essar
Grilles & Diffusers	Ravistar/Airmaster/Airproduct/Cosmos/Dynacraft/AirDynamics
Fire Dampers	Carryaire/Systemair/Ajanta/Ravistar
Expanded Polystyrene	Beardsell/Thermowell/Thermo pack/Cooline
Fiberglass material	UPT wiga/KIMMCO/Owvencorning
Closed cell elastomeric nitrile rubber	Armaflex/A-flex/K-flex/Superlon
Copper pipe	RR/Rajco/Totaline/Maxflow
Drain pipe	Prince/Supreme
TIMER	Venus/Dynamic/Smart Controller
MCCB	ABB/GE/L&T/MDS Legrand/Schnider/Siemens
MCB	ABB/GE/Schneider(MG)/Hager-L&T/MDS Legrand
Contactors, Overload relay	Schneider(MG)/GE/L&T/Simens/ABB
Motors	Kirloskar/Crompton Greaves/BharatBijlee/NGEF/ABB
Selector Switches	Kaycee/Tecnic
Current transformers	TELK/Kappa/Indcoil
Metering Instruments-Digital	ABB/El/IME/L&T/Secure/Nippen/Schneider
Indicating lamps & Push Button	GE/Schneider/Teknik/L&T/Altos
Cables	Polycab/Universal/Gloster/RR/Finolex/Nicco/Torrent
Controls	Honeywell/Sauter/Johnson/Siemens/TAC/Trane
Vibration isolators	Dunlop/AVM/Ferolastic/Resist flex
Air curtain	ACME/Tristar/NEC/R-Tek/Air curtain
Propeller fan	GEC/Khaitan