

Gujarat University

Part I: Technical Bid

Tender No: GU/ESTATE/AC-AMC/2022-23/01

Tender Document For

**“All in Comprehensive Yearly Maintenance
Service Work for HVAC Systems and Water
Coolers Appliances at Gujarat University”**

Estate Section
Gujarat University
Navrangpura, Ahmedabad-380 009.
PBX 26301341 / 0342 /0343
Visit us: www.gujaratuniversity.ac.in

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LETTER FROM TENDERER

To,
The Registrar,
Gujarat University,
Ahmedabad – 380009

Name of Work : **All in Comprehensive Yearly Maintenance Service Work for HVAC Systems and Water Coolers Appliances at 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.50,000/-** by Demand Draft No: _____ Drawn on _____, in favors of "The Registrar, Gujarat University" payable at Ahmedabad. (DD shall be of nationalized/ scheduled bank payable at Ahmedabad)

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: All in Comprehensive Yearly Maintenance Service Work for HVAC Systems and Water Coolers Appliances at 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	Bid Security (EMD) (Rs.)	Tender Fee (Rs.)	Period of contract	Security Deposit
1	2	3	4	5	6
1	All in Comprehensive Yearly Maintenance Service Work for HVAC Systems and Water Coolers Appliances at Gujarat University.	50,000/- By DD only	1,500/- (Non-Refundable) By DD only	12	5% of Tended Amount by DD Only (No Interest shall be paid)

Milestone Dates for Tendering		
1.	Tender Downloading Date	FROM 17 TH September, 2022 TO 07 TH October, 2022
2.	Tender Online submission	On or Before 18:00 Hrs, 07 TH October, 2022
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, 10 th October, 2022
4.	Opening of Technical Bid	On 16 :00 Hrs, 10 th October, 2022
5.	Opening of Financial Bid	Will be intimated to the bidders online
6.	Bid Validity	180 Days from last date of submission of the bid
7.	Solvency Certificate	Valid bank solvency certificate issued in current year of 2022 and valid upto one year of the amount not less than Rs. 5.00Lacs

1. 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.

Registrar

Sign and Seal of Bidder

"All in Comprehensive Yearly Maintenance Service Work for Air Conditioners and Water Coolers Appliances at Gujarat University"

2. **Part-1 Technical bid shall not be accepted by any other means such as RPAD/speed-post/courier.**
3. The e-tender can be downloaded from the website www.nprocure.com & <http://www.gujaratuniversity.ac.in>.
4. 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.
9. The envelope containing physical bid shall be clearly marked "Bid for Repairs, Renovations and up keeping of Existing ROs & Comprehensive Maintenance and Service Contract at Gujarat University." and must have bidder's address of communication, e-mail and mobile contact number that may be used for communication if necessary.
10. The financial bid shall be submitted by ON-LINE ONLY.
11. 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.
12. 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.
13. 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.

14. 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.
15. 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.
16. 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 L1bidder.
17. 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 rightcost.
18. 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.
19. If it is observed that any bidder has provided false information with malafide 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 themiscreant.
20. Other details can be seen in the biddingdocuments
21. Conditional tender shall not be accepted. The registrar Reserves the right to reject any or all of the tenders without assigning any reasonthereof.

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 expected to be inclusive of all taxes including GST.
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.
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. No price escalation shall be paid/ recovered for the works mentioned in the tender.
9. No advances, either in the form of Machinery advance or materials advance or in any other form shall be given.
10. The Successful bidder, whose bid is accepted by GU, a joint survey by the bidder and university engineer shall be first made to have the details of ACs and Water Coolers for detailing like situation, model, capacity etc. All the appliances shall be numbered for better result. The bidder must visit and survey for likely repairs, renovations and up keeping that may require for all the ACs and Water Coolers before bidding. The scope of work includes for repair/renovation/up keeping and making functional all the ACs and Water Coolers in whatever present condition including comprehensive maintenance and service

Signature of bidder:

Date:

The Registrar
Gujarat University,
Ahmedabad

(ANNEXURE-1)
PREQUALIFICATION CRITERIA

- 1.0 The bidder must provide all the information asked as per Annexure- 1&2 with relevant documents for proofs.
- 2.0 The bidder must provide all the certified documents/notarized declaration asked as in Annexure-1&2
- 3.0 The intending bidder should have at least 03 (three) consecutive years of experience during the last five years that is i.e From FY 2017-18 to 2021-2022 in providing such kind of services to reputed Companies / Institutions / PSUs / Central / State Government Organizations / universities.
- 4.0 The bidder must have his office and service center/workshop at Ahmedabad/Gandhinagar and proof of the same must be given.
- 5.0 Minimum average annual turnover of company/firm/proprietor of financial year 2019-20 to 2021-2022 shall not be less than 100 Lakhs from the business of air conditioning/water cooler.(Including sales and service) i.e. Amount of total of annual over (of three years) should not be less than 300 Lakhs for financial year FY 2019-20 to 2021-2022. (including sales and service) Note : Information to be provided as per annexure-2 para(15)
- 6.0 Minimum average annual total of work orders of all in comprehensive service contract or service contract of company/firm/proprietor of financial year 2019-20 to 2021-2022 shall not be less than 10 Lakhs. i.e. Amount of total of annual service contract (of three years) should not be less than 30 lakhs for financial year 2017-18 to 2021-2022. Note : Information to be provided as per annexure-2para(16)
- 7.0 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.
- 8.0 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
- 9.0 No police/court case should have implemented against the bidder from the date of commencement of profession to the date of offering bid
- 10.0 Copy of Service tax/GST Registration and copy of PAN card must be enclosed with bid document.
 - a) Copy of Income tax Return for financial years 2021-22, 2020-21, 2019-20 must be enclosed with bid document.
 - b) 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.
 - c) 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.
 - d) The bidder must quote as per schedule B, otherwise the tender will not be considered.
- 11.0 ISO certified service provider is preferable.
- 12.0 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.
- 13.0 GU may ask to produce original documents where certified photocopies are produced
- 14.0 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.
- 15.0 The contractor shall employ a qualified Erection Engineer at site who shall be assisted by adequate number of skilled and experienced staff.

- 16.0 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.
- 17.0 The bidder has must be minimum of 3 Company's Authorized Dealer / Distributor / Re-seller. For VRF/Packaged Systems Bidder must submit the authorization letter from the OEM on his letter head with authorized signatory for each.**
- 18.0 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.



(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). 2021-22 * Rs. _____ (2). 2020-21 * Rs. _____ (3). 2019-20 * Rs. _____							
16	Details of completed services during preceding five (05) completed years (2021-22, 2020-2021, 2019-2020, 2018-2019, 2017-2018) 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. 2021-22, 2020-21 & 2019-20			
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.

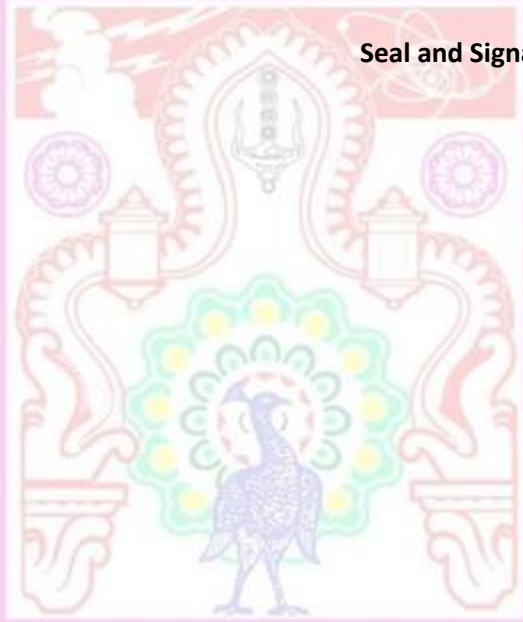
I/We am/are further undertake to pay the employees /workers deployed not less than minimum wages act and other incidentals as per the provisions of the relevant Act.

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 :

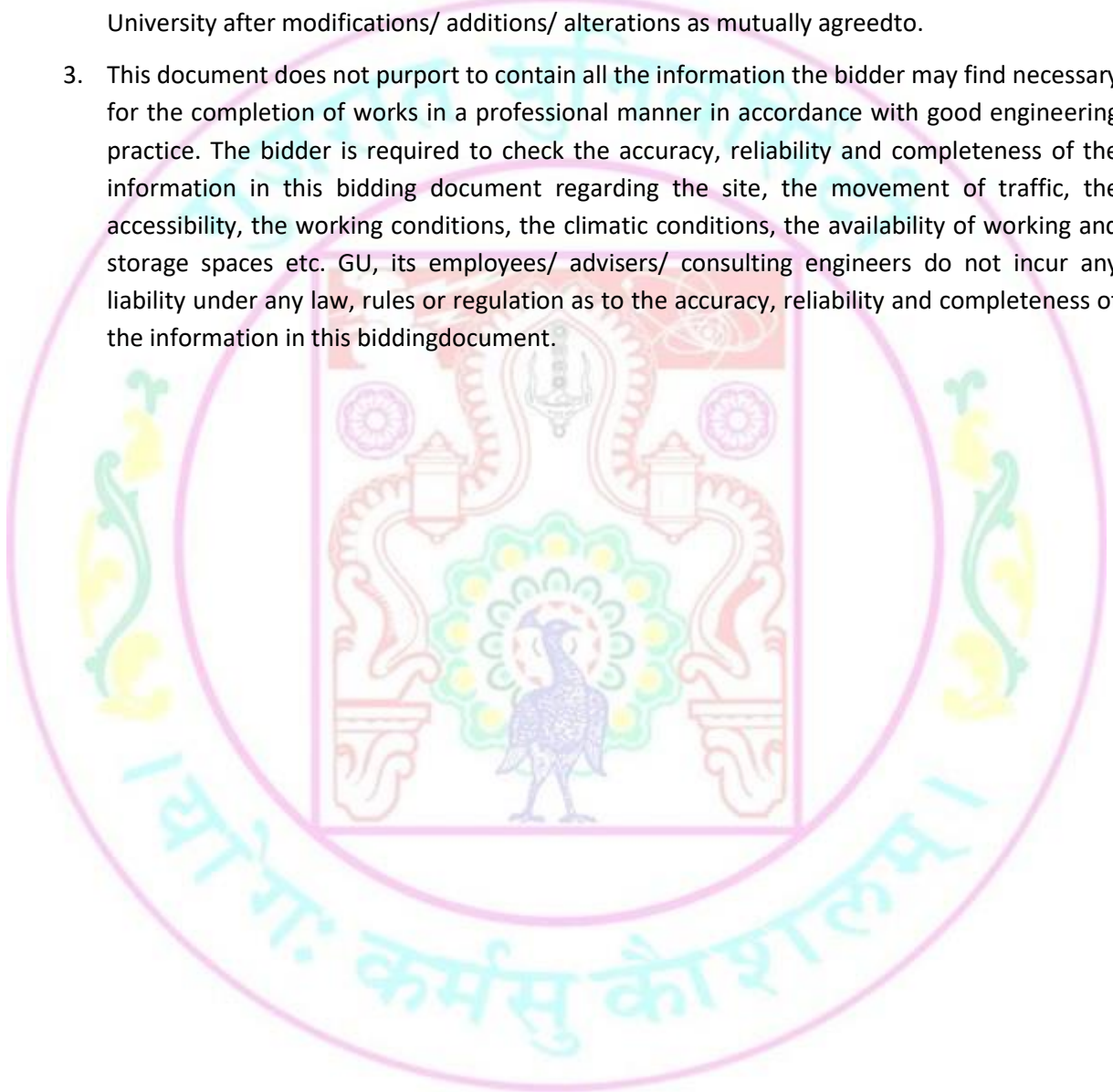
Date :

Seal and Signature of Authorized person



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 biddocument.
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 mutually agreedto.
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 biddingdocument.



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, survey of existing condition of ROs 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 done 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 whatsoever 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 conforming 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. Gujarat University, Ahmedabad reserves the right to reject any or all the tenders without assigning any reason thereof.
12. 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.
13. **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 tender acceptance letter. 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 as per annexure-i)**
14. Each bidder shall also submit a Declaration to the effect that bidder is firm or an association of firm related to such kind of work 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.
15. 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.
16. 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.
17. 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.
18. 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.

19. 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.
20. No idle charges shall be entertained by Gujarat University, Ahmedabad for any site conditions or any circumstances.
21. No claims for hindrance shall be entertained in any manner for any natural phenomenon such as rain or waterlogging.
22. 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.
23. **The Bidders shall note:**
No price escalation on any account, shall be payable.
24. **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. 2.6 of Technical conditions of contract shall be implemented.
25. The rate to be quoted by the contractor/vendor/firm must be inclusive of all taxes prevailing of due date of bid submission including all royalties, 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 will be "inclusive of GST".
26. 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.
27. The EMD will be returned promptly to the unsuccessful bidder after completion of tender process. (i.e Work awarded to the successful bidder)
28. R. A. Bill: R. A. bill payment shall be made only at the end of the every quarter (every three months). 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 nextstage.

29. 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 4weeks.
30. The work shall be completed within the period stipulated in thecontract.
31. **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.
32. **Initial security Deposit:** Appointed bidder shall have to pay security deposit of 5 % of the tendered cost within 15 Days from the date of issue of letter of intent by way of DD 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 3 year. The security deposit 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 deemedfit.
33. **Compensation for the delay:** As per scope of work and technical condition of contract.
34. **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 Ahmedabadonly.
35. This contract is for 12 months period from the date of issue of letter of order to commence the work. If the work is carried out at the satisfying level of university, then contract may be extended as deemed by university.

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 thereto.

2. Compensation for the delay: As per scope of work and technical conditions

- 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 neglect 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 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. Completion Certificate:** On completion of the work the Contractor shall be furnished with Completion Certificate by the Engineer-in-charge of 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.

- 6. Payment to Contractors:** The contractor shall submit the bill at end of every quarter of work at $\frac{1}{4}$ th amount of tendered rate/cost within 7 days of completion of quarter. The bill shall be submitted along with the documents like service card showing new items like filters, membranes, adapters etc. replaced and service with date and initial for satisfactory work of concern officer.
- 7.** 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.
- 8. 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.
- 9. 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.
- 10.** 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.
- 11. 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

All in(inclusive) comprehensive maintenance cost of split/cassette type air conditioners and water coolers covers the yearly maintenance and preventive maintenance with all required parenting materials and labours including sheet metal work, refrigerant gas, compressor, full gas charging, gas toping, cooling coil, condenser, PCB, all electrical/electronics parts, plastic parts and all the contains parts. The cost covers entire installation from out let of main switch to the unit. Cost covers all material, labour, fitting, testing and all taxes inclusive of GST.

The works includes Repairs, Renovations and up keeping of Existing ACs and Water Coolers& Comprehensive Maintenance and Service Contract at Gujarat University for one year. The contractor shall have to make functional all the ACs and Water Coolers within 30 days of work order by all means such as replacement of any kind of parts which are required to make functional. Work includes break down maintenance, regular maintenance at every quarter including any of the parts at contractor's cost.

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. Time is the essence of the service work to be executed as per para of scope of work. The contractor will have to invariably provide his service for each and every appliances regularly at every quarter for preventive services/all in comprehensive and annual services once a while. He will have to attend any break down call within 24 hours.
3. Preventive Maintenance Services(PMS) shall be as per under:
 - 3.1 Cleaning of air filters, indoor unit grills & filters through air blower.
 - 3.2 Cleaning of the indoor unit body by wiping out the dust etc. with wet cloth.
 - 3.3 Every machine shall be serviced at least once every quarter. A record of such services duly acknowledged by the person using the machine or in his absence, in charge of the location of the AC shall be maintained.
 - 3.4 Replacement of filter if found damaged/unusable.
 - 3.5 Checking selector switch, thermostat, relays, PCB, remote control etc.
 - 3.6 Checking motor bushings.
 - 3.7 Checking ground connections.
 - 3.8 Cleaning of blower and condenser fan.
 - 3.9 Cleaning the evaporator & condenser coils.
 - 3.10 Checking and tightening of nuts & bolts.
 - 3.11 Oiling the motors.
 - 3.12 Checking of the backup electrical power outlet/ MCB.
 - 3.13 Checking of the drive motors and fans.
 - 3.14 Over hauling of the AC, with chemical washing process.
 - 3.15 Checking cooling efficiency.
 - 3.16 Checking Firmness of the Supporting arrangement for the compressor, blower motor, air conditioners casing and fixing of the air conditioners etc.
 - 3.17 Replacement of any component/part of air conditioners (Outdoor and indoor units, inlet and outlet Pipelines, electrical connections etc.) found defective after the above checks and tests.
 - 3.18 Charging of Refrigerant Gas during the period of Contract if need arises should be changed within 5 days of complain found. Any delay beyond the time limit will attract penalty of 1% of

Rate Contract value per day of delay/unit or part there of subject to maximum deduction of 10% of the Rate Contract value.

3.19 Annual Maintenance Services (AMS)

Annual maintenance services shall also include:

- (a) Cleaning the condenser and evaporator coils with suitable detergent/chemical solution and flushing with high-pressure jet of water.
- (b) Greasing of blower motors and all moving parts.

The above activities must be carried out within 15 (fifteen) days from the date of award of the Contract or before commencement of the summer season.

4. Break-down Services (BDS):

On call AMC services shall include attending to any complaint any time of the year on receipt of verbal/written complaint from coordinating/nodal officer of GU. A record of the breakdown calls attended duly acknowledged by the occupant or user of the AC/water cooler & in his absence by the person in charge of the location of the AC/water cooler, shall be maintained & displayed on the "Maintenance Card" kept with the AC/water cooler & also copy of the same in records of the person in charge. Ordinarily a complaint must be attended within 24 hours whenever no change of part is involved, however, in case of requirement of change of spare part, the complaint may be attended within 48 hours of its receipt. Thereafter, under both the cases the delay in attending complaint shall attract a levy of compensation at the rate of Rs.300/- per day & per AC/water cooler subject to a maximum of Rs.1500/- against the complaint. Thus after 5 days GU shall have the right to get the complaint rectified on his own through any other agency and the amount shall be recovered from the concerned agency.

5. The spare parts used for replacement shall be procured from the authorized dealer/service center of same make/quality as installed in new air conditioner with warranty or guarantee as per manufacturer. The original bills/vouchers of purchase of spare parts are attached with the quarterly payment claims as a proof of its genuinity.
6. The service provider shall maintain services logbook/file containing copy of the cards duly signed by the users and counter signed by GU Engineer in charge.
7. In case of continued nonperformance and inability to meet service requirements, this office shall reserve the right to terminate the contract after giving 15 days' notice in writing.
8. The comprehensive services is inclusive of providing all manpower, tools and plants like ladder, stools, spanners, testing equipment and replacement of defective spare parts, such as replacing of chiller pipes, outlet pipes etc. including consumables at any height/any floors as and where required, and as directed by GU authorities.
9. The spare parts used for replacement shall be procured from the authorized dealer/service center of same make/quality as installed in new air conditioner with warranty or guarantee as per manufacturer. The original bills/vouchers of purchase of spare parts are to be attached with the quarterly payment claims as a proof of its genuinity. The rate of items/tender cost includes the cost of spare parts. No extra payment will be made for any spare parts.
10. The service provider shall maintain buildingwise separate services logbook/file containing copy of the cards duly signed by the users and counter signed by nodal officer/coordinator.
11. GU may add or delete any unit during the period of contract.

12. The services/repairs/replacements shall normally be carried out in our premises. In case, any equipment or its parts are to be taken out to Contractor's shop for repairs/replacements/ services, all arrangements are to be made by the Contractor at his cost for taking out the items and bringing back the same. This includes labour, transportation, etc, in addition to all other works related in this regard. The items can be taken out of GU with valid returnable Gate Pass, signed by authorized representative of GU.
13. The contractor shall, during the tenure of contract, be able to arrange timely deployment of suitable technicians and electricians along with the required tools, tackles, instruments as well as spares and consumables for uninterrupted operation of equipment included in the maintenance contract. The contractor shall deploy service technicians, electricians and the supervisor who will be involved in the service and repair work. The contractor or his authorized technician should have relevant experience and shall invariably visit the locations of units installed as stated above, daily to check the work and report to engineer. Besides, the contractor or his senior supervisor shall be available at GU, as and when required by GU to attend any major / critical services. GU will not allow deployment of persons not suitable for carrying out the maintenance.
14. 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.
15. Only genuine and original spare parts are to be used during repairs/replacements. (Manufacturer's delivery challan and marks/emblem on parts shall be proof of the parts being genuine). Use of incorrect invoice or mark will be treated as a breach of contract. Makes of parts or any components shall be got GU approval, if the original manufacturer does not exist.
16. The parts, which are to be used during repairs/replacements, must be routed through GU Stores immediately after entry into the premises, and to be informed to Engineer in-charge / Supervisor.
17. The mechanically / electrically failed sealed compressor should be replaced with factory repaired/ new compressor. In the case of repaired compressor the repaired should have been carried out at the supplier/authorized dealers factory. The test certificates should be produced in proof thereof. Based on test certificates and testing at GU the newly brought compressor will be allowed to be put in operation.
18. The Contractor shall be responsible to carry out all the repairs/maintenance regularly and in time to ensure satisfactory and trouble free functioning.
19. The Contractor shall not, in any circumstances, sub contract any portion / any phase of the work envisaged in this Work Order without prior written approval of GU. The decision of GU to accept/ reject the sub-contract will be final.
20. Services/repairs/replacements shall be carried out at any time during regular working hours, overtime hours or on holidays, as called upon by GU to ensure satisfactory working of each unit.
21. Service/repair/replacement is to be carried out with our prior approval and in the presence of GU representative.
22. A Service card shall be prepared by the contractor for all the units placed for maintenance and maintenance of each equipment and be recorded with the work done (service, repair, replacement etc.) therein jointly by the contractor and GU supervisor/engineer/nodal officer/co-ordinator. In

addition, the contractor shall maintain a self-speaking logbook/ledger indicating date wise work for each unit during the tenure of contract. The register shall contain the information like date, preventive maintenance / break down maintenance, problem, replacement required, date of complaint, date of completion, signature of contractor's representative, signature of GU supervisor / engineer/nodal officer/co-ordinator, remarks, etc. This will be considered as the basic record for all purposes.

23. The contractor should keep enough spares and consumables in stock to meet with urgent requirement and to avoid any delay (preferably, one number of Compressors, Condenser coil, Blower motor for each model/capacity shall be kept in stock). A list of spares to be maintained shall be furnished to engineer –in charge / Supervisor/nodal officer/co-ordinator within 15 days from the date of award of contract. This list shall be revised and updated regularly.
24. The decision of GU Engineer/Supervisor/nodal officer/co-ordinator in respect of repairs/replacements will be binding on the contractor.
25. GU will not be responsible for the either security of the material brought in by the contractor nor safety of the persons deployed by the contract for carrying out the work as per the scope and terms and conditions of the contract as the contractor will be fully responsible for the safe custody of his material and compliance of the safety norms for doing such work.
26. The contractor should obtain gate pass from GU for taking out his material from GU campus and will not be allowed to take out any material on all public and institute holidays as well as before 9.30 Hrs. and after 18.00 hours on week days. The entry in the gate for all the material brought in by the contractor and registering the same with the Stores shall be the basis for issue of Gate Pass for taking out the contractor's material.
27. GU will not supply any tool / equipment, except power and water supply for any work. The contractor shall get approval of each completed work from GU supervisor / engineer/nodal officer/co-ordinator.
28. Regular supervision on the part of contractor is essential and is available, as and when required by GU. For summer season from 15th March to 15th July period of time at least one technician and one helper deployed in working days from 9:30 A.M. to 6:00 P.M. in GU campus to repair the breakdown of AC immediately.
29. The working parameters of any equipment will be shown to GU supervisor / engineer, whenever called upon to do so.
30. Not with standing as to what is specifically stated in the specifications, the contractor has to attend all the work/s that is/are required to be carried out to ensure proper performance of all equipment.
31. As the work is to be executed in a restricted area, the contractor should strictly observe all safety, security and labour regulations prevailing in the campus. The contractor shall be responsible for the proper behavior of the staff employed by him, and also for any breach of security regulations, thefts, sabotage etc. The contractor shall withdraw any person so desired by GU, if in the opinion of GU; it is not desirable to permit that particular person to work inside the campus.
32. It will be the entire responsibility of the contractor to insure his employees against all risks. It will be the liability of the contractor to meet claims over the lives of any employee including himself.

33. All domestic units will be handed over in present working condition and shall be maintained by the contractor, till the end of contract period/extended contract period. If any units have major parts replacement/repairing it shall be reported within 7 days from the date of work order.
34. 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.
35. GU reserves the right to split and allot the work to two different agencies at the lowest quoted rates amongst the item.

Service Specifications

The scope of work is broadly divided into two parts, (i) Preventive maintenance,(ii) Break down service. The routine check and the repair work envisaged are as follows.

1. Split/Cassette Air conditioners, VRF units & Packaged Units:

Routine work	Repair work
a. Cleaning of air filters. b. Cleaning of Cooling Coil and Condenser with wire brush and air blower. c. Oiling / Greasing of fan motor. d. Checking ampere, voltage and grill temperature. e. Cleaning of complete unit. f. Checking for internal overloads/ starting and running, capacitors functioning and thermostat operations.	a. Repair/ replacement of spares whenever required, to ensure continuous operation and satisfactory performances. b. Rewinding of motor. c. In case of any fault with electronic operating kit, complete kit should be replaced. d. The mechanically / electrically failed sealed compressor should be replaced with factory repaired / new compressor. In the case of repaired compressor, the repair should be carried out at the supplier's / authorized dealer's factory.

The number of preventive services required for split air conditioners shall be 4 (four) in a year. However GU shall decide the schedule, which has to be honored by the contractor.

Note for Preventive repair / Replacement:

Preventive repair / replacement for split air conditioners/VRF units/Packaged Units shall be carried out to avoid possible Breakdowns at the time of regular service. Repair / replacement of any part / body / unit as a whole, if necessary, must be carried out immediately for all types of units.

2. Water Coolers

Routine work	Repair work
a. Cleaning of condenser coil with wire brush and air blower. b. Oiling / greasing of fan motor. c. Checking ampere, voltage and water temperature. d. Cleaning of complete unit.	a. Repair/ replacement of spares whenever required, to ensure continuous operation and Satisfactory performances. b. Rewinding of motor. c. The mechanically / electrically failed sealed compressor should be replaced with factory Repaired /new compressor. In the case of repaired compressor, the repair should be Carried out at the supplier's / authorized dealer's factory.

The number of preventive services required for water coolers shall be 4 (four) in a year. However GU shall decide the schedule, which has to be honored by the contractor.

Note for Preventive repair / Replacement:

Preventive repair / replacement for water coolers shall be carried out to avoid possible breakdowns at the time of regular service. Repair / replacement of any part / body / unit as a whole, if necessary, must be carried out immediately for all types of units.

DECLARATION FORM

(To be submitted duly notarized on Rs 100/-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: _____



PRICE BID

Item No.	Item Description	Estimated Quantities May be More or Less	Unit	Rate to be Submitted by Bidder In Figure	Total Yearly Amount According to Estimated Quantities In Rs.
1	All in Comprehensive Yearly Maintenance Service Work for HVAC Systems and Water Coolers Appliances at Gujarat University. Window AC 1.5 ton Capacity	43	No.		
2	DO- Split AC 1.0 ton Capacity	20	No.		
3	Do-Split AC 1.5 ton Capacity	298	No.		
4	Do- Split AC 2.0 ton Capacity	88	No.		
5	Do-Cassette AC 3.0 ton Capacity	10	No.		
6	Do-Cassette AC 2.5 ton Capacity	20	No.		
7	Do-Cassette AC 2.0 ton Capacity	20	No.		
8	Do- Water Cooler 40/80 L Capacity	20	No.		
9	Do- Water Cooler 150/150 L Capacity	50	No.		
10	Department of Botany, Gujarat University- VRF Units	126HP	Job		
11	Department of Forensic, Gujarat University - VRF Units+	108HP	Job		
12	Department of Account, Gujarat University - VRF Units	60HP	Job		
13	Senate Hall, Gujarat University - Package Units	99TR	Job		
14	NRS Hall, Gujarat University - Package Units	51TR	Job		
15	Auditorium, Gujarat University -Package Units	66TR	Job		
16	Gymnasium Hall, Gujarat University -Package Units	88TR	Job		
TOTAL AMOUNT (Rs.)					

I/We am/are willing to carry out the above work at the estimated rates entered as above.

Signature of Dealer

Date :

Registrar