



CENTRAL UNIVERSITY OF HARYANA

(Established vide Act No. 25 (2009) of Parliament)
Jant-Pali, Mahendergarh-123029

CUH/2018/ Infra/223

Dated: - 03/12/18

Tender Notice

On behalf of the Registrar Central University of Haryana sealed tenders are invited in two bid system (Technical & Financial) from the reputed eligible contractors enlisted in CPWD/MES/State PWD's/Railways or in any Govt. PSU's in appropriate category for **Annual Comprehensive Maintenance and Operation of Variable Refrigerant Flow (VRF) type HVAC Air conditioning system of 2023 hp in Academic Block I,III & IV, Vice-Chancellor Residence cum Camp office and Prof. Mool Chand Auditorium at CENTRAL UNIVERSITY OF HARYANA, Mahendergarh.**

Application form should accompany the draft on account of Earnest Money refundable drawn in favour of Central University of Haryana. Work wise detail of the earnest money is as under:

Sr. No	Name of work	Approximate value of the work	Earnest Money	Bid Submission date	Bid opening time	Cost of Tender Document	Place of Opening bid
1	Annual Comprehensive Maintenance and Operation of Variable Refrigerant Flow (VRF) type HVAC Air conditioning system of 2023 hp in Academic Block I,III & IV, Vice-Chancellor Residence cum Camp office and Prof. Mool Chand Auditorium at CENTRAL UNIVERSITY OF HARYANA, Mahendergarh.	Rs. 40.00 lakh	Rs. 80,000/-	27/12/18	27/12/18 03:30 PM	Rs. 1,000/-	Room No.- 200, 2 nd Floor, Academic Block-1

Tender without EMD and cost of tender document will not be considered. Tender documents containing detailed terms and conditions can be downloaded from the University website www.cuh.ac.in. The Tender form downloaded from the internet the applicant will have to pay Rs.1000/- (One Thousand Rupees) on account of cost of tender form with the application in the

form of Demand Draft/Pay Order in favour of Central University of Haryana. University reserves the right to reject any or all the tender at any time, without assigning any reason. Tender must be submitted in two sealed envelopes separately i.e., the tender documents duly signed on every page along with all the required documents in one envelope (**Envelope-A**) and the offer/price bid on the prescribed Performa in the second envelope (**Envelope-B**). Both the envelopes are to be sealed in Master Envelope and the name of tenderer with address should be clearly mentioned on the envelopes.

Tender should reach in the Infrastructure Section, Central University Haryana, Mahendergarh up to 27/12/2018 on or before 3.00PM. Tender document/technical bid shall be opened on 27/12/2018 at 3.30 PM. (In the presence of tenderers or their authorized representative who will be present of the time of opening of Bid). In case, the last date of receipt of tenders happens to be a holiday/bank holiday, the tenders will be received till the next working day up to the same time.


Executive Engineer

Copy to:-

1. System Analyst, CUH for uploading tender documents on the University Website.
2. A.R to Vice-Chancellor, for the information of Hon'ble Vice-Chancellor
3. P.S to Registrar, for the information of the Registrar.



CENTRAL UNIVERSITY OF HARYANA (MAHENDERGARH)

TENDER DOCUMENT

Name of Work:

Annual Comprehensive Maintenance and Operation of Variable Refrigerant Flow (VRF) type HVAC Air conditioning system of 2023 hp installed in Academic Block I, III, IV, Vice-Chancellor's Residence cum Camp Office and Prof. Mool Chand Auditorium at Central University of Haryana Mahendergarh

Signature of Contractor

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SECTION - 1
NOTICE INVITING TENDER

Sub: Annual Comprehensive Maintenance and Operation of Variable Refrigerant Flow (VRF) type HVAC Air conditioning system of 2023 hp in Academic Block I, III & IV, Vice-Chancellor's Residence cum Camp office and Prof. Mool Chand Auditorium at CENTRAL UNIVERSITY OF HARYANA, Mahendergarh.

Sealed bids in two bid system (Technical & Financial) are invited from reputed, experienced and financially sound Contractors who are enlisted in appropriate class in any of the following:-

- (i) CPWD/State PWD/MES/Railways/Autonomous Body or are in approved list in appropriate category for HVAC / Composite work in any Central/State Govt. unit
Or
(ii) The Manufacturer / Authorized Dealer / Distributor of Voltas Make (VRF Type Only)

Notice Inviting Tender		
1.	Name of Work	Annual Comprehensive Maintenance and Operation of Variable Refrigerant Flow (VRF) type HVAC Air conditioning system of 2023 hp in Academic Block ,III,IV, Vice-Chancellor's Residence cum Camp Office and Prof. Mool Chand Auditorium at CENTRAL UNIVERSITY OF HARYANA, Mahendergarh
2.	Similar Nature of Work	Work of Annual Comprehensive Maintenance & operation of VRF type HVAC Air Conditioning system.
3.	Estimated cost of work	Rs. 40,00,000/- (Forty lakhs Only)
4.	Cost of Tender Form (Non-Refundable)	Rs. 1,000/- (Rupees One Thousand Only)
5.	Earnest Money	Rs. 80,000/- (Eighty Thousand Only)
6.	Last date of receipt of Tenders	27/12/2018 up to 15.00 hrs
7.	Date & time of Tender opening	27/12/2018 at 15.30 hrs
8.	Address for Communication	Office of Executive Engineer, Room No.- 200, 2 nd Floor, Academic Block-I, CENTRAL UNIVERSITY OF HARYANA, Mahendergarh
9.	Validity of Tender Document	120 days

Tender form can be purchased from the O/o Executive Engineer, CENTRAL UNIVERSITY OF HARYANA Mahendergarh on all working days from 03/12/2018, 11.00 hrs to 17.00 hrs and upto 13.00 hrs on 27/12/2018 on payment of **Rs.1,000/-** in the form of Demand Draft/Bankers Cheque in favour of CENTRAL UNIVERSITY OF HARYANA Mahendergarh issued by any Nationalized Bank of India or any Scheduled Bank. Tender form can also be downloaded from the website www.Cuh.ac.in Detailed terms & conditions and future corrigendum/addendum will be posted on the website.

Signature of Contractor

Executive Engineer

(Signature)

(Signature)
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CHECKLIST OF DOCUMENTS

Sr. No.	Document	Attached (Yes/No)	Annexure	Attached at Pg No.
1.	EMD			
2.	Tender Fee			
3.	GST Registration Certificate			
4.	PAN No.			
5.	ITR for 2015-16, 2016-17, 2017-18			
6.	Audited Balance sheet for the F.Y 2015-16, 2016-17, 2017-18			
7.	Tender Acceptance			
8.	Letter of Undertaking			
9.	Self-Declaration – No Blacklisting			
10.	Power of Attorney			
11.	Representative Authorisation Letter			
12.	Signed Tender Document (each Pages)			

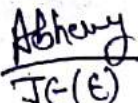
EMD and Tender Fee Details

Description	DD/BC Number	Dated	Amount (in INR)	Drawee Bank & Branch
EMD			80,000.00	
Tender Fee			1,000.00	

Signature of Contractor



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SECTION - 2**FORMAT FOR SUBMISSION OF TENDER OFFER**

(On letter head of firm/company)

Name of Work _____

To

The Tender Committee

CENTRAL UNIVERSITY OF HARYANA Mahendergarh

1. I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of **120 days** from the date fixed for opening of the same and in default thereof, I/We will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work of Annual Comprehensive Maintenance and Operation of Variable Refrigerant Flow (VRF) type HVAC Air conditioning system of 2023 hp at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within 01 (One) years for Schedule 'A' & 'B' from the date of issue of Letter of Acceptance of the tender.
2. I/We also hereby agree to abide by the CENTRAL UNIVERSITY OF HARYANA Mahendergarh Conditions Of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by CENTRAL UNIVERSITY OF HARYANA Mahendergarh in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips up-to-date for the present contract.
3. A sum of **Rs. 80,000/-** is herewith forwarded as Earnest Money. Full value of the earnest Money shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
 - a) I/We do not execute the contract documents within **Ten** days after receipt of notice issued by the CENTRAL UNIVERSITY OF HARYANA Mahendergarh that such documents are ready; and,
 - b) I/We do not commence the work within **Fifteen** days after receipt of orders to that effect.
4. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witnesses:

Signature of Tenderer (s)

1) _____

Address of the Tenderer (s)

2) _____

Date:

Signature of Contractor

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SECTION – 3

INSTRUCTIONS TO Bidders

3.1 General

3.1.1 CENTRAL UNIVERSITY OF HARYANA Mahendergarh invites Sealed Tenders under single packet system for the execution of work of 'Annual Comprehensive Maintenance and Operation of Variable Refrigerant Flow (VRF) type HVAC Air conditioning system of 2023 hp installed in Academic Block I, III & IV, Vice-Chancellor's Residence cum Camp Office and Prof. Mool Chand Auditorium at Central University of Haryana Mahendergarh from Indian Companies/Firms/Agencies experienced in the relevant field of work in the format and as per details given in the Tender document.

3.1.2 The Tender document can be obtained from the address given on 'Section – 1: Notice Inviting Tender' during the period mentioned above on payment of Tender document fee of **Rs. 1,000/-** in the form of Demand Draft/Bankers Cheque in favour of CENTRAL UNIVERSITY OF HARYANA Mahendergarh issued by any Nationalized Bank of India or any Scheduled Bank, drawn in favour of CENTRAL UNIVERSITY OF HARYANA payable at Mahendergarh. The Tender document can also be downloaded from the website www.cuh.ac.in. In case the Tender document is downloaded from the website, the Tender document fee of **Rs. 1,000/-** in the form Demand Draft issued by any Nationalized Bank of India or any Scheduled Bank must be submitted along with the tender offer.

3.1.3 A tender offer without Tender document fee of **Rs.1,000/-**, in case the document is downloaded from the web site, and without earnest money as indicated will be summarily rejected.

3.1.4 **Partnership Deeds, Power Of Attorney etc:** The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership concern. If the tender is submitted on behalf of a partnership concern, he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The University will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor

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- 3.1.5 The tenderer(s) whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorising him/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.
- 3.1.6 The work is proposed to be executed under the following relationship:
- 3.1.5.1 **Client/Employer:** CENTRAL UNIVERSITY OF HARYANA with its address as given in the Notice Inviting Tender.
- 3.1.5.2 **Contractor:** The successful tenderer to whom the work is awarded shall become the 'Contractor' for the execution of this work.
- 3.1.7 Throughout these Tender documents, the terms "Tender document and tender form" and their derivatives ("Tender"/ "tenderer"), "Tender document/Tender", "Tender documents/Tendering", etc are synonymous. Day means calendar day. Singular also means plural.
- 3.2 **Estimated cost of work :**
- Estimated cost of the complete work is **Rs. 40.00 Lacs (Rupees Forty lacs Only)**
- 3.3 **Cost of tender documenting:**
- 3.3.1 The Tenderer shall bear all costs associated with the preparation and submission of the Tender document and the Employer will in no case be responsible or liable for these costs regardless of the outcome of the Tender documenting process.
- 3.3.2 The Tenderer is expected to examine all instructions, terms & conditions, forms, technical specifications and other information in the Tender documents. Failure to furnish all information required by the Tender documents or submission of a Tender document not substantially responsive to the Tender documents in every respect may be rejected.
- 3.4 **Addendum/Corrigendum to the Tender Document:**
- CENTRAL UNIVERSITY OF HARYANA Mahendergarh may issue addendum(s)/Corrigendum(s) to the Tender document. Such addendum (s)/corrigendum(s) (if any) shall also be submitted, duly stamped and signed, along with the submission of the tenders.
- 3.5 **Understanding Tenderer's Obligations and Liability:**
- 3.5.1 The Tenderer must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in the Tender document.
- 3.5.2 The Tender is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the Tenderer and obtain for itself on its own responsibility all information that may be necessary for preparing the Tender document and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the

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Tender's own expenses. It is a condition of the tender that the tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing, including any difficulties for executing the work.

- 3.5.3 At any time prior to the deadline for submission of tender, Employer may for any reason, whether at its own initiative or in response to any request by any prospective Tenderer, amend the Tender documents by issuing Corrigendum, which shall be part of the Tender documents.

3.6 Extension of Deadline for Submission of Tender document:

Employer may at its discretion extend the deadline for submission of the Tender documents at any time before the time of submission of the Tender documents. Any such change in date of submission shall be notified accordingly.

3.7 Preparation of the Tender documents

- 3.7.1 **Language of Tender:** The tender prepared by the tenderer and all documents related to the tender shall be written in English.

3.7.2 **Signing of All Tender document papers and Completing Schedule of Rate & Quantities:**

- 3.7.2.1 All the pages of the tender documents, drawings and Schedule of Rate & Quantities submitted by tenderer shall be signed and stamped by the tenderer or his representative holding the Power of Attorney (Enclose original/attested notarized copy of the Power of Attorney).

- 3.7.2.2 While filling up the rates in the Schedule of Rate & Quantities, tenderer shall ensure that there is no discrepancy in the rates mentioned in figures and words. In case of any discrepancy, the unit rate mentioned in the words shall be taken as final and binding.

- 3.7.2.3 The tenderer must fill and submit the prices as per instructions given in Schedule of Rate & Quantities. He shall not make any addition or alteration in the tender documents. The requisite details should be filled in by the tenderer wherever required in the documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected. If a tenderer does not quote a price/rate for any item in Schedule of Rate & Quantities, his tender shall be summarily rejected.

3.8 Deviations

- 3.8.1 Tenderers are advised not to make any corrections, additions or alterations in the original tender documents. If tenderer makes any correction in his own entries the same shall be initialled and stamped by him. If this condition is not complied with, tender is liable to be rejected.

- 3.8.2 The tenderer should clearly read & understand all the terms & conditions, specifications, drawings etc mentioned in the original tender documents. If the tenderer has any observations, on the tender conditions & he intends to stipulate some deviations to the tender conditions, the same may be stated in the format of deviation statement contained in the tender document along with cost of withdrawal of each condition. The above cost of withdrawal of the conditions shall be added to the cost of the tenderer to determine lowest tenderer. Tender containing deviations without giving cost of the same may be considered as non-responsive tender & is liable to be rejected.

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Clauses not so commented upon shall be deemed to have the acceptance of the tenderer and shall therefore, be binding on him.

3.9 Transfer of tender documents.

Transfer of tender document from a tenderer to whom it has been issued by CENTRAL UNIVERSITY OF HARYANA Mahendergarh to another tenderer is not permissible. Tenderer can submit tender only on the tender document issued by CENTRAL UNIVERSITY OF HARYANA Mahendergarh to him or the tender document downloaded from the website.

3.10 Earnest Money

3.10.1 The Tenderer must deposit Earnest Money of in the form of Bankers Cheque/Demand Draft/FDR from Nationalised/Indian Scheduled Commercial Bank drawn in favour of CENTRAL UNIVERSITY OF HARYANA payable at Mahendergarh along with the Tender document. A Tender offer not accompanied with the Earnest Money Deposit of the prescribed amount and in the prescribed form shall be summarily rejected.

3.10.2 The Earnest Money may be forfeited:

3.10.2.1 If the tenderer withdraws his tender offer during the period of offer validity;

3.10.2.2 If, the tenderer does not accept the correction of his tender price;

3.10.2.3 In the case of a successful tenderer, if he fails, within the specified time limit to furnish the required performance security or Sign the Agreement.

3.10.3 Earnest Money of the unsuccessful tenderer should be discharged/ returned without interest as promptly as possible. The Earnest Money of the successful tenderer shall be converted to Retention Money when he has signed the Agreement and furnished the required performance security.

3.10.4 Any tender not accompanied by requisite earnest money shall be summarily rejected as non- responsive.

3.10.5 CPWD Manual will be applicable for dealing tender.

3.11 Validity of tender offer:

3.11.1 The tender shall remain valid for the period of **120 days** after the date of the opening of the tender. If the Tenderer gives validity period less than that fixed/prescribed by Employer, the tender shall be liable to be rejected.

3.11.2 Notwithstanding the above clause, Employer may solicit the tenderer's consent to an extension of the validity period of the tender. The request and the response shall be made in writing.

3.12 Sealing and Making of Tender:

3.12.1 The tender documents shall be submitted in two sealed envelopes.

3.12.2 **Envelope-1**, super scribing name of work and containing Earnest Money of the requisite amount in the prescribed form and Tender document fee of the requisite amount in the prescribed form, if the tender document is downloaded from website.

3.12.3 **Envelope-2**, super scribing name of work and containing complete Tender document with all the documents required in the tender, except the Earnest Money & tender document fee, if any.

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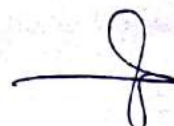
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- 3.12.4 Both the two sealed envelopes viz. Envelope – 1 & Envelope - 2 shall then be sealed in a bigger envelope super scribing following information:
- 3.12.4.1 Tender Documents for the Work of Annual Comprehensive Maintenance and Operation of Variable Refrigerant Flow (VRF) type HVAC Air conditioning system of 2023 hp installed in Academic Block I, III, IV, Vice-Chancellor's Residence cum Camp Office and Prof. Mool Chand Auditorium at Central University of Haryana Mahendergarh.
- 3.12.4.2 **Last Date of Submission:- 27/12/2018 (Thursday)**
- 3.12.4.3 **Submitted to:** Executive Engineer, CENTRAL UNIVERSITY OF HARYANA, Mahendergarh.
- 3.12.4.4 **Submitted by:** (Tenderer's Name, Address/Telephone No. & Email Address to be given).
- 3.13 Last Date of Submission of Tender Offer/Opening of Tender Offers:**
- 3.13.1 The completed Tender documents sealed in an envelope, as above, must be dropped in the tender Box kept having name of work, kept for the purpose, placed at Room No.- 200, 2nd Floor, Academic Block-I, CENTRAL UNIVERSITY OF HARYANA Mahendergarh not later than the date & time mentioned in the "Notice Inviting Tender". Any delay in the submission of Tender document due to postal delay or any other reason will be the responsibility of the tenderer.
- 3.13.2 CENTRAL UNIVERSITY OF HARYANA reserves the right to postpone the date of tender submission/opening.
- 3.14 Submission of tender:**
- Submission of a tender by a tenderer implies that he had read all the tender documents including amendments, if any, visited the site and has made himself aware of the scope and specifications of the work to be done, local conditions and other factors having any bearing on the execution of the work.
- 3.15 Acceptance/Rejection of Tender:**
- 3.15.1 CENTRAL UNIVERSITY OF HARYANA reserves the right to accept/reject any or all tenders without assigning any reasons thereof. CENTRAL UNIVERSITY OF HARYANA's assessment of suitability as per eligibility criteria shall be final and binding.
- 3.15.2 Tenderers may note that they are liable to be disqualified for one year at any time during tendering process in case any of the information furnished by them is not found to be true. Earnest Money Deposit of such tenderer shall be forfeited. The decision of CENTRAL UNIVERSITY OF HARYANA in this regard shall be final and binding.
- 3.15.3 The transfer of tender documents issued to a tenderer to another tenderer is not admissible.
- 3.16 Deadline for submission:**
- 3.16.1 The tender duly filled must be received by Employer at the address specified not later than the date & time mentioned in the "Notice Inviting Tender".
- 3.16.2 A tender received later than the deadline prescribed for submission of tender by Employer is liable to be rejected.

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- 3.16.3 Tenders brought to the office of Employer later than the deadline prescribed but before the opening time mentioned in the Tender document shall be declared as delayed tenders.

3.17 Withdrawal of tender:

No tender can be withdrawn after submission and during tender validity period. If any agency tends to withdraw his tender after submission and during tender validity period, then his E/M will be forfeited and that agency will be debarred for participation in tender process of University for next One year.

3.18 Tender document Opening and Evaluation

3.18.1 Opening of the tender:

- 3.18.1.1 Tenders will be opened on the date & time, at the address mentioned in "Notice Inviting Tender" in presence of tenderers or their authorized representatives who wish to attend the opening of tenders at their own cost. At the time of opening of tender document, only the technical bid will be opened.

- 3.18.1.2 Tenderers or their authorized representatives who are present shall sign in register in evidence of their attendance.

- 3.18.1.3 Tenderer's name, presence or absence of requisite Earnest Money or any other details as Employer may consider appropriate will be announced and recorded at the time of Tender opening.

- 3.18.1.4 The Tender document will be evaluated as per the given eligibility criteria.

3.19 Clarification of the tenders:

To assist the examination, evaluation and comparison of the tenders, Employer may at his discretion ask the tenderers for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on tenderer.

3.20 Evaluation of Tender documents.

- 3.20.1 The Employer shall evaluate the technical bid to determine whether they are technically responsive or not. The financial bid of tenderer who are found technically eligible will be opened and the date and time of opening financial bid will be conveyed to the eligible agencies.

- 3.20.2 Arithmetical errors shall be rectified on the following basis:- If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the rate in words shall prevail.

- 3.20.3 Prior to the detailed evaluation, Employer shall determine whether each Tender document is of acceptable quality, is generally complete and is substantially responsive to the Tender documents. For purpose of this determination, a substantially responsive Tender document is one that conforms to all the terms, conditions and specifications of the Tender documents without material deviations, objections, conditionality or reservation. A material deviation, objection, conditionality or reservation is one:

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- 3.20.3.1 That affects in any substantial way the scope, quality or performance of the contract.
- 3.20.3.2 That limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the successful Tender's obligations under the contracts; or
- 3.20.3.3 Whose rectification would unfairly affect the competitive position of other Tenderers who are presenting substantially responsive Tender documents?
- 3.20.4 If a Tender document is not substantially responsive, it shall be rejected by the Employer.
- 3.20.5 In case of tenders containing any conditions or deviations or reservations about contents of tender document, Employer may ask for withdrawal of such conditions/deviations/reservations. If the tenderer does not withdraw such conditions/deviations/reservations, the tender shall be treated as non responsive. Employer's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

3.21 **Evaluation and comparison of tender**

The Employer/Engineer reserves the right to negotiate the offer submitted by the tenderer to withdraw certain conditions or to bring down the rates to a reasonable level. The tenderer must note that during negotiations of rates of items of Schedule of Rate & Quantities, rates can only be reduced and not increased by the tenderer. In case the tenderer introduces any new condition or increases rates of any item of Schedule of Rate & Quantities, his negotiated offer liable to be rejected and the original offer shall remain valid and binding on him.

3.22 **Canvassing**

No tenderer is permitted to canvass to Employer on any matter relating to this tender. Any tenderer found doing so may be disqualified and his Tender document may be rejected.

3.23 **Right to accept/split or reject any or all tenders:**

The complete tender will be dealt in single package, however, Employer/Engineer reserves the right to accept, split, divide, negotiate, cancel or reject any tender or to annul and reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.

3.24 **Award of contract**

- 3.24.1 Employer/Engineer shall notify the successful tenderer in writing through Letter of Acceptance (LOA) by a Registered Letter/ Speed Post/Email/SMS/WhatsApp, etc. per bearer that his tender has been accepted. Or

- 3.24.2 Dispatch of the LOA shall constitute a legal and binding contract between Employer / Engineer.

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3.25 Ineligibility to participate in re-tenders/future cases

Notwithstanding anything contained in the Qualification clauses ITT, if a bidder withdraws from an offer after having been declared a preferred bidder or after Notification of award or does not sign the contract agreement pursuant to the Letter of Acceptance or does not submit an acceptable Performance Security which results in tender being annulled then such bidder shall be treated as ineligible for participation in re-tendering of this particular work & also for any other work for a period of 1 years.

3.26 Declaration of non-performance or ban status.

Tenderers are not eligible to participate in the tender process under the following conditions:

- 3.26.1 They have been declared a non-performer by Central Government/State Government or a CPSU during the preceding 2 years.
- 3.26.2 They are currently debarred from contract work by Central or State Government of CPSU.
- 3.26.3 Accordingly, tenderer's are required to submit an affidavit declaring their status of non-performance or debarment.

3.27 Details of disputed status of ban/non-performance

Tenderer's will clearly state the status of dispute in the cases of ban/non-performance pending in court against them as on the date of opening of tender. Merely, pending appeal with the Departments concerned & Courts will not merit change of status. Grant of stay order by a Competent Court will be taken into account while considering the status of ban/non-performance.

3.28 Tenderer to be fully responsible for consequences of misrepresentation.


- 3.28.1 Any suppression of information & misrepresentation will render the tenderer ineligible for the tender along with the forfeiture of Earnest Money. The Tenderer will also be liable for disqualification for future tenders of CENTRAL UNIVERSITY OF HARYANA for a period of 2 years.
- 3.28.2 If any suppression of information & misrepresentation is found after the award of Contract, the Contract will also be terminated with forfeiture of EMD, PG & SD (if any). The Contractor will also be disqualified for future tenders of CENTRAL UNIVERSITY OF HARYANA for a period of 2 years.
- 3.28.3 The work shall be carried out by the Agency either having valid Electrical Contractor License issued by the State Government for carrying out electrical installation work or shall employ licensed supervisors and skilled workers having valid permits as per the Regulation of Indian Electricity Rules and Local Electrical Inspector's requirements.
The copy of valid electrical contractors license shall be submitted with the tender document.

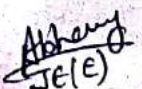
3.29 LIST OF DOCUMENTS TO BE ATTACHED WITH THE TENDER

As per the Letter of Transmittal, Annexure – III (Section -3)

Signature of Contractor




Executive Engineer


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ANNEXURE - I (SECTION – 3)**STATEMENT OF SIMILAR WORKS COMPLETED BY THE CONTRACTORS
DURING LAST THREE YEARS**

Sl. No	Name and place of work	Agreement No. & Date	Date of completion (original /actual)	Organization for which the work was carried out
1	2	3		4

Agreement cost /completion cost	Principal /Technical features of work in brief	Sl.No. at which relevant certificate /documents are attached
5	6	7

Note: Authentic Certificates shall be produced by the tenderer(s) to this effect which may be an attested Certificate from the employer / client, Audited Balance Sheet duly certified by the Chartered Accountant etc.

Signature of Contractor

[Signature]

Executive Engineer


[Signature]
JACE

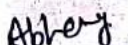
ANNEXURE - II (SECTION – 3)**DETAIL OF CONTRACTUAL PAYMENT RECEIVED IN LAST THREE FINANCIAL YEAR AND CURRENT FINANCIAL YEAR**

SN	Name of Work	Name of Employer	Details of Payment		For the Financial Year	Total Contract Amount received (Rs.)
			Amount received (Rs.)	Date of Amount received		
1	2	3	4		5	6
1						
2						
3						
4						

Note: Authentic Certificates shall be produced by the tenderer(s) to this effect which may be an attested Certificate from the employer / client, Audited Balance Sheet duly certified by the Chartered Accountant etc.

Signature of Contractor


Executive Engineer


JE(E)

Annexure - III (SECTION - 3)**LETTER OF TRANSMITTAL
(On letter head of the Tenderes(s))**

To

Tender Committee
CENTRAL UNIVERSITY OF HARYANA Mahendergarh**Sub.: Submission of Qualification information/documents as per checklist.**

Sir,

I/We hereby submit the following documents in support of my/our satisfying the requirements laid down for the work:

- 1.0 Earnest Money Deposit of the requisite amount in the prescribed form.
- 2.0 Tender Document Fee of requisite amount in the prescribed form, if Tender document is downloaded from www.cuh.ac.in
- 3.0 Original power of attorney of the person signing the tender documents, as described in tender clause 3.1.4
- 4.0 The Covering Letter as per format given in the Section 2.
- 5.0 Complete tender, including Schedule of Rate and Quantity, dully filled in, stamped & signed by the tenderer on each page.
- 6.0 Corrigendum(s), if any, duly stamped & signed by the tenderer on each page.
- 7.0 Details of Comprehensive Maintenance and Operation of Variable Refrigerant Flow (VRF) type of HVAC Air conditioning system works completed in the form prescribed in Annexure-I of Section-3. The relevant documents and certificates from the client should be enclosed.
- 8.0 Documents in compliance of Eligibility Criteria vide tender clause no. 4.1.1, section - 4, viz. undertaking by the OEM, Letter of authorized dealership/representative or service partner for providing service & maintenance for the Original Equipment.
- 9.0 A statement of contractual payments received during the last three financial years and in the current financial year (up to date of opening of tender) in the form prescribed in Annexure-II of Section-3.

Signature of Contractor

Executive Engineer

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- 10.0 Certified Copy of Sales Tax/Works Contract Tax Registration Certificate / GST (as applicable).
- 11.0 Certified Copy of Registration of Firm/Company, Partnership deed/Memorandum and Articles of Association of the firm.
- 12.0 Undertaking by tenderer, if the tenderer is Manufacturer i.e OEM of the Voltas make VRF equipment in the performa given in Annexure – VI A of Section 3.

OR

- 13.0 Undertaking to be submitted by the tenderer obtained from the OEM on its letter head in the performa given in Annexure – VI B of Section 3.

Declaration:

- a) I have furnished all the information & details necessary to prove that I satisfy all requirements laid down in this tender form.
- b) I authorize you to approach any Bank, individual, Employer, Firm or Corporation whether mentioned in the enclosed documents or not, to verify our competence & general reputation.
- c) I understand that the information provided by me with this tender, if proved false, my tender will be rejected, EMD forfeited & I shall be debarred from participating in future tenders.

Encl: as above

Yours faithfully

Signature of Tenderer (s)

Name & seal

Date

Signature of Contractor

Executive Engineer

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JE(E)

Annexure - IV (SECTION - 3)**FORMAT OF CONTRACT AGREEMENT**

CONTRACT AGREEMENT NO. _____ DATED _____

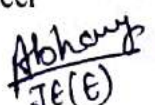
ARTICLES OF AGREEMENT made this _____ day of _____ 20____
 between CENTRAL UNIVERSITY OF HARYANA Mahendergarh acting through the
 Registrar, CENTRAL UNIVERSITY OF HARYANA Mahendergarh Administration
 hereafter called the CENTRAL UNIVERSITY OF HARYANA of the one part and
 _____ herein after called the "Contractor" of other part.

WHEREAS the Contractor has agreed with the CENTRAL UNIVERSITY OF
 HARYANA for performance of the works _____ set forth in the
 Schedule hereto annexed upon the General Conditions of Contract, corrected up to
 latest Correction Slips and the Specifications of _____ CENTRAL
 UNIVERSITY OF HARYANA corrected upto the latest Correction Slips and the
 Schedule of Rates of _____ CENTRAL UNIVERSITY OF HARYANA, corrected
 upto latest Correction Slips and the Special Conditions of Contract and Special
 Specifications, if any and in conformity with the drawings here-into annexed AND
 WHEREAS the performance of the said works is an act in which the public are
 interested.

NOW THIS INDENTURE WITNESSETH that in consideration to the payments
 to be made by the CENTRAL UNIVERSITY OF HARYANA, the Contractors will duly
 perform the said works in the said schedule set forth and shall execute the same with
 great promptness, care and accuracy in a workman like manner to the satisfaction of
 the CENTRAL UNIVERSITY OF HARYANA and will complete the same in accordance
 with the said specifications and said drawings and said conditions of contract on or
 before the _____ day of _____ 20____ and will maintain the said works for a
 period of _____ Calendar months from the certified date of their completion and will
 observe, fulfill and keep all the conditions therein mentioned (which shall be deemed
 and taken to be part of this contract, as if the same have been fully set forth
 herein),

Signature of Contractor

Executive Engineer

and the CENTRAL UNIVERSITY OF HARYANA, both hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the CENTRAL UNIVERSITY OF HARYANA will pay or cause to be paid to the Contractor for the said works on the final completion thereof the amount due in respect thereof at the rates specified in the Schedule hereto annexed.

Contractor
(Signature) _____

CENTRAL UNIVERSITY OF HARYANA :
Designation _____

Address _____


Date _____

Date _____

Signature of Witnesses (to
Signature of contractor) with
address :

Witnesses :

Signature of Contractor


Executive Engineer Abhay
JE (E)

ANNEXURE – V (SECTION -3)**PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)**

CENTRAL UNIVERSITY OF HARYANA, Mahendergarh

Name & Address of the Project:

(Acting through _____) (Registrar, CENTRAL UNIVERSITY OF HARYANA Mahendergarh)

WHEREAS _____ {name and address of contractor} (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ {name of contract and brief description of works} (hereinafter called "the Contract"):

AND WHEREAS it has been stipulated by you in the said Contract that the contractor shall furnish you with a irrevocable Bank Guarantee by a scheduled bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the contractor such a irrevocable Bank Guarantee;

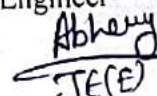
NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, upto a total of _____ {amount of Guarantee}. _____ {amount in words}, such sum being payable in the types and proportions of currencies in which the Contract Price is payable and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ {amount of Guarantee} as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting as with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

Signature of Contractor

Executive Engineer

This irrevocable guarantee shall be valid upto _____ (a date 60 days from the date of completion of the work).

SIGNATURE AND SEAL OF THE GUARANTOR Name

of Bank _____

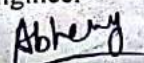
Address: _____

Date: _____

Signature of Contractor

Executive Engineer




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ANNEXURE – VI A (SECTION -3)

(Undertaking by tenderer, if the tenderer is Manufacturer i.e OEM of the Voltas make VRF equipment)

To,

Tender Committee
CENTRAL UNIVERSITY OF HARYANA Mahendergarh

It is hereby declared that the tenderer, which is submitting the Tender document against Work:- Annual Comprehensive Maintenance and Operation of Variable Refrigerant Flow (VRF) type HVAC Air conditioning system of 2023 hp installed in Academic Block I,III & IV, Vice-Chancellor's Residence cum Camp office and Prof. Mool Chand Auditorium at Central University of Haryana (Mahendergarh) is the OEM manufacturer of Voltas make VRF equipment with digital scroll technology

(Name, Designation and
Address of the authorized
signatory)

Name of Company:

Tel. No.:

Fax No.:

Email:

Signature of Contractor

Executive Engineer


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ANNEXURE – VI B (SECTION -3)

(Undertaking to be submitted by the tenderer obtained from the OEM on its letter head)

To,

Tender Committee
CENTRAL UNIVERSITY OF HARYANA Mahendergarh

We, the OEM undertake to supply to M/s

(Name of Tenderer) necessary original spares/components for the work of 'Annual Comprehensive Maintenance and Operation of Variable Refrigerant Flow (VRF) type HVAC Air conditioning system of 2023 hp installed in Academic Block I,III & IV, Vice-Chancellor's Residence cum Camp office and Prof. Mool Chand Auditorium at Central University of Haryana Mahendergarh.

(Name, Designation and Address of the authorized signatory of the manufacturing company)

Tel. No.:

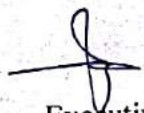
Fax No.:

Email:

Signature of Contractor

Executive Engineer





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Annexure VII -Letter of Undertaking

(ON THE LETTER HEAD OF THE FIRM)

To

The Tender Committee
Central University Haryana
Mahendergarh.

Subject: Tender Document for Annual Comprehensive Maintenance and Operation of Variable Refrigerant Flow (VRF) type HVAC Air conditioning system of 2023 hp installed in Academic Block I,III & IV, Vice-Chancellor's Residence cum Camp office and Prof. Mool Chand Auditorium at Central University of Haryana Mahendergarh.

Dear Sir,

This bears reference to Central University Haryana _____. We, hereby, accept all the terms and conditions for submitting Bid as mentioned in this tender document.

We hereby certify that no terms and conditions have been stipulated by us in the submitted Bid. We warrant that services provided by us do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall prevent Central University Haryana from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of the contract on this account.

The above document is executed on ____/____/2018 at (place) _____ and we accept that if anything out of the information provided by us is found wrong our work order shall be liable for rejection.

Yours faithfully,

Signature:

Name: _____

Designation: _____

Place: _____

Date: _____

Signature of Contractor

Executive Engineer

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JE(E)

Annexure VIII -Self-Declaration – No Blacklisting

To

The Tender Committee
Central University Haryana,
Mahendergarh.

In response to this tender document pertaining to Annual Comprehensive Maintenance and Operation of Variable Refrigerant Flow (VRF) type HVAC Air conditioning system of 2023 hp installed in Academic Block I,III & IV, Vice-Chancellor Residence cum Camp office and Prof. Mool Chand Auditorium at Central University of Haryana (Mahendergarh) , I/ We hereby declare that our Company/ firm _____ is having unblemished record and is not declared ineligible for corrupt and /or fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

We further declare that our company/firm had never been blacklisted in the past nor declared ineligible for reasons other than corrupt and fraudulent practices by any State/Central/Government/PSU/Autonomous Body.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the award of work contract if any to the extent accepted may be cancelled.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

Signature of Contractor

Executive Engineer

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JE(E)

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Annexure IX -Format Power of Attorney

(On Stamp paper of Rs. 100/- value)

Know all men by the present, we _____ (name of the company and address of the registered office) do hereby appoint and authorize Mr _____ (full name and residential address) who is presently employed with us holding the position of _____ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our Bid in response to the TENDER DOCUMENT by Central University Haryana, including signing and submission of all the documents and providing information/responses to Central University Haryana in all the matter in connection with our bid.

We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this _____ day of _____ 2018.

For _____.

(Signature)

(Name Designation and Address)

Accepted

Signature)

(Name Designation)

Date:

Business Address:

Signature of Contractor



Executive Engineer


JCE

Annexure X -Representative Authorization Letter

Date : _____

Ref : _____

To

The Tender Committee

Central University Haryana

Mahendergarh

Dear Sir,

Ms. /Mr. _____ is hereby authorised to sign relevant documents on behalf of our organisation for the TENDER DOCUMENT for Annual Comprehensive Maintenance and Operation of Variable Refrigerant Flow (VRF) type HVAC Air conditioning system of 2023 hp installed in Academic Block I,III & IV, Vice-Chancellor Residence cum Camp office and Prof. Mool Chand Auditorium at Central University of Haryana Mahendergarh. She/he is also authorised to attend meetings & submit technical & financial information as may be required by you in the course of processing above said TENDER DOCUMENT.

Thanking you,

Authorised Signatory

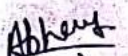
Representative Signature

Company Seal

Signature of Contractor



Executive Engineer


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SECTION - 4
SPECIAL CONDITIONS OF CONTRACT

4.1 ELIGIBILITY CRITERIA

- 4.1.1 The Tenderer should be an Original Equipment Manufacturer (OEM) or authorized dealer/representative, service partner for providing service & maintenance for the Original Equipment or have successfully completed the similar nature of work at least for 03 (three) years with the Original Equipment.
- 4.1.2 The **Original Equipment** installed at Academic Block I, III, IV, Vice-Chancellor's Residence cum Camp Office and Prof. Mool Chand Auditorium at CENTRAL UNIVERSITY OF HARYANA Mahendergarh for HVAC air conditioning system is of Voltas make VRF equipment.
- 4.1.3.1 Similar nature of work physically completed within the qualifying period, i.e. the last 3 financial years or just before the closing date of this tender should only be considered in evaluating the eligibility criteria.
- 4.1.3.2 The total value of similar nature of work completed during the qualifying period and not the payments received within qualifying period alone, should be considered.
- 4.1.3.3 In the case of composite works involving combination of different works, even separate completed works of required value should be considered while evaluating the eligibility criteria.

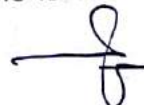
4.2 PERFORMANCE SECURITY

- 4.2.1 The successful tenderer shall be required to furnish to CENTRAL UNIVERSITY OF HARYANA Mahendergarh a performance security within 10 days of the receipt of Letter of Acceptance, in an amount equivalent to 5% (five percent) of the contract price. The Performance Security to be provided by the successful bidder in the form of an irrevocable bank guarantee as per prescribed format shall be issued from any Nationalized/ Indian Scheduled Commercial Bank. Validity of the Bank Guarantee will be one year plus 60 days.
- 4.2.2 The irrevocable Bank Guarantee for performance security shall remain valid until a date 60 days after issue of Completion Certificate for the entire work.
- 4.2.3 The irrevocable Bank Guarantee for performance security shall be submitted invariably in the format given in the Bidding Document.
- 4.2.4 The performance security shall be released 60 days after issue of Completion Certificate for the entire work.

4.3 RETENTION MONEY

- 4.3.1 The Earnest Money of successful tenderer shall be released by CENTRAL UNIVERSITY OF HARYANA Mahendergarh after deposit of the Performance Guarantee. In addition, a retention amount equal to 6% of each bill shall be retained till the total security available is 5% of contract amount.

Signature of Contractor

Executive Engineer

Abhay
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- 4.3.2 Retention Money shall be returned to the contractor after issue of Completion Certificate for the entire work and after passing of the final bill based on 'No Claim Certificate' with the approval of the Competent Authority.

Before releasing the Retention Money, an unconditional and unequivocal 'No Claim Certificate' from the contractor shall be obtained.

4.4 ORDER OF PRIORITY OF CONTRACT DOCUMENT

Where there is any conflict between the various documents in the Contract, the following order of priority shall be followed i.e. a document appearing earlier shall override the document appearing subsequently:

- 4.4.1 Contract Agreement
- 4.4.2 Letter of Acceptance
- 4.4.3 Bidder's accepted Bid
- 4.4.4 Conditions of Particular Application
- 4.4.5 Special/Specific/Technical Conditions
- 4.4.6 General Conditions of Contract
- 4.4.7 Drawings
- 4.4.8 Priced Bill of Quantities
- 4.4.9 Any other Document forming part of the Contract

4.5 INDEMNITY BY THE CONTRACTOR

4.5.1 Indemnity against all actions of Contractor

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

4.5.2 Indemnity against all Claims of Patent rights and Royalties

The Contractor shall hold and save harmless and indemnify the Client/Employer/Engineer, his officers and Employees from and against all claims and proceedings for or on account of infringement by the Contractor of copyright, any patent rights, design, trademark or name, secret process, patented or un-patented invention, articles or appliances manufactured or used for or in connection with the works and from and against all claims, proceedings, costs, damages, charges, and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall pay all royalties, taxes, rent and other payments or compensation, if any, for getting the materials required for the works and due fulfilment of the contract and indemnify Client/Employer/Engineer against any claims in this regard.

Signature of Contractor

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Executive Engineer

Abhay
JE(E)

4.5.3 **Damage to Life and Property**

The Contractor shall be responsible for all risks to works, nearby existing structures and life of his supervisors and workmen as also those of Employer/Client or any trespassers from whatever cause in connection with the works until these are taken over by Client/Employer/Engineer. The Contractor shall make good at his own expenses all loss or damages to life and property.

4.6 **SUPPLY OF WATER AND ELECTRIC POWER**

Power supply required for the work shall be given only at one point. The cost of making necessary arrangements to the Engineer's distribution system, laying of cable & circuit protection, in case of electric power shall be borne by the Contractor, the rates for which shall be determined and notified by the Engineer

4.7 **PRICES**

4.7.1 Prices shall be written both in words and figures. In case of any discrepancy the rates in words will prevail. Prices indicated by the tenderer in the tender shall be firm and fixed. No cost escalation will be allowed on any account during the entire period of Contract.

4.7.2 The prices shall include all taxes (including service tax), duties and levies, freight & insurance etc.

4.8 **MEASUREMENTS**

The Contractor shall be paid for the works at rates in the accepted Schedule of Rate & Quantities. The measurement shall be taken by the Engineer or his representative in the presence of the Contractor or his authorized representative.

4.9 **PENALTY FOR DELAY IN OPERATION AND COMPREHENSIVE MAINTENANCE WORK**

Penalty for delay in Operation and Comprehensive Maintenance work shall be imposed in case any complaint remains unattended after the rectification time is over in accordance with para 6.9 of Section-6.

4.10 **PAYMENT TERMS**

4.10.1 No advance payment shall be made.

4.10.2 **Payment for Schedule of work i.e.** Annual Comprehensive Maintenance and Operation of Variable Refrigerant Flow (VRF) type HVAC Air conditioning system of 2023 hp installed in Academic Block I, III, IV, Vice-Chancellor's Residence cum Camp Office and Prof. Mool Chand Auditorium at Central University of Haryana Mahendergarh shall be made on quarterly basis after successful completion of each quarter (03 months) and duly certified by the Engineer-in-Charge-in-Charge.

Signature of Contractor

Executive Engineer

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4.11 **Contract Period:-**

The initial period of contract will be for the period of one year from the date of award of work and can be extended for further period on yearly basis depending upon the satisfactory performance on mutual agreement and on same terms and conditions by increasing the value of tender by 10% on yearly basis.

GENERAL CONDITIONS OF CONTRACT

5.1 **DEFINITIONS**

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

- 5.1.1 **"Employer"** means the CENTRAL UNIVERSITY OF HARYANA Mahendergarh (CENTRAL UNIVERSITY OF HARYANA in abbreviation) acting through its Executive Engineer or any other authorised officer and shall include their legal successors in title and permitted assignees.
- 5.1.2 **"Engineer or Engineer in Charge"** means the Executive Engineer (Employer) or any other officer authorised by the Employer to act on his behalf and for the purpose of operating the contract.
- 5.1.3 **"Engineer's Representative"** means any official nominated from time to time by the Engineer to act on his behalf.
- 5.1.4 **"Contractor"** means the individual, firm, Company, Corporation, Joint Venture, or Consortium whether incorporated or not, who enters into the Contract with the Employer/Engineer, and shall include its heirs, executors, administrators, successors, legal representatives, as the case may be.
- 5.1.5 **"Contractor's Representative"** shall mean the person responsible for execution of the contract who shall be so declared by the Contractor and who shall be authorised under a duly executed power of attorney to comply the instructions and to use, receive materials issued by the Engineer to the Contractor for works. He shall be capable of taking responsibility for proper execution of works.
- 5.1.6 **"Sub-Contractor"** means the individual, firm, Company, Corporation, Joint Venture or Consortium, having direct Contract with the Contractor and to whom any part of the work has been sublet by the Contractor and shall include his heirs, his executors, administrators, successors, legal representatives, as the case may be.
- 5.1.7 **"Other Contractors"** means the individual, firm, Company, Corporation, Joint Venture or Consortium employed by or having a Contract directly or indirectly with the Client/Employer/Engineer other than the Contractor.
- 5.1.8 **"Tenderer" or "Tender"** means the individual, firm, Company, Corporation, Joint Venture or Consortium submitting a Tender document/tender.
- 5.1.9 **"Scheduled Bank"** means a bank included in the second schedule to the Reserve Bank of India Act, 1934, or modification thereto.

Signature of Contractor

Executive Engineer

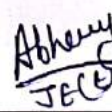
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- 5.1.10 **"Contract"** shall mean and include the Agreement or Letter of Acceptance, the accepted Schedule of Rate & Quantities and Rates, the General Conditions of Contract, Special Conditions of Contract, Appendix to Tender, Form of Tender document, Instructions to the Tenderers, Drawings, Specifications and other Tender Documents.
- 5.1.11 **"Tender or Tender document"** means the offer (Technical and/or Financial) made by individual, firm, Company, corporation, Joint Venture or Consortium for the execution of the works.
- 5.1.12 **"Specifications"** means the specifications referred to in the Contract and any modification thereof or addition thereto, or as may from time to time be furnished or approved in writing by the Engineer.
- 5.1.13 **"Drawings"** means the Drawings annexed to the Contract or referred in it and shall include any modifications of such Drawings and further Drawings as may be issued or approved by the Engineer.
- 5.1.14 **"Schedule of Rate & Quantities (BOQ)"** means list of items of work, their quantities and rates.
- 5.1.15 **"Original Contract Value"** means the sum stated in the letter of Acceptance/Contract Agreement.
- 5.1.16 **"Contract Value"** means the original contract value subject to the adjustments in accordance with the provisions of the Contract.
- 5.1.17 **"Temporary Works"** means all enabling works of every kind required for the execution of the works.
- 5.1.18 **"Permanent Work(s)/ Work(s)"** means the works (other than temporary works) to be executed in accordance with the Contract or part/s thereof as the case may be and shall include extra or additional, altered or substituted items of work as required for performance of the Contract.
- 5.1.19 **"Construction Plant"** means all machinery, appliances or things of whatsoever nature required for the execution, completion and maintenance of the works, but does not include material or other things intended to form or forming part of the permanent works.
- 5.1.20 **"Site"** means the land and/or other places on, under, in or through which the works are to be carried out, and any other lands or places provided by the Client/Employer/Engineer for the purpose of the Contract.
- 5.1.21 **"Material/s"** means all equipment, components, fittings and other materials including raw materials, which form part of the permanent works.
- 5.1.22 **"Test"** means such tests as prescribed in the Contract or by the Engineer or Engineer's Representatives, whether performed by the Contractor or by the Engineer or his Representative, or any agency approved by the Engineer.
- 5.1.23 **"Approval or Approved"** means approval in writing including subsequent written confirmation of previous verbal approval.
- 5.1.24 **"Defect Liability Period"** means the specified period of defects liability from the date of completion of the work as certified by the Engineer.
- 5.1.25 **"Letter of Acceptance"** means the letter from the Employer or the Engineer to the Contractor, conveying acceptance of the Tender.

Signature of Contractor



Executive Engineer



- 5.1.26 **"Month"** means the Gregorian calendar month.
- 5.1.27 **"Day"** means the calendar day.
- 5.1.28 **"Time"** expressed by hours of the clock shall be according to the Indian Standard time.
- 5.1.29 **"Tender Date"** means closing date fixed for receipt of tenders as per notice inviting tender or extended by subsequent notification.
- 5.1.30 **"Rupees"** (or Rs. in abbreviation) shall mean Rupees in Indian currency.

5.2 **HEADING AND MARGINAL NOTES**

- 5.2.1 The top heading and marginal notes given in the tender or Contract documents are solely for the purpose of facilitating reference and shall not be deemed to be part thereof and shall not be taken into consideration in the interpretation or consideration thereof.

5.2.2 **Notices, Consents, Approvals, Certificates and Determination.**

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

5.2.3 **Singular, Plural and General**

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

5.3 **COMMUNICATION AND LANGUAGE OF CONTRACT**

5.3.1 **Communication to be in writing**

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

5.3.2 **Language of Contract**

The Contract document shall be drawn up in English.

5.3.3 **Laws Governing the Contract**

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

5.3.4 **Inspection of site and site data:**

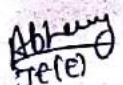
- 5.3.4.1 The Employer/Engineer shall make available with Tender Documents such data on hydrological and sub-surface conditions, if any, obtained from investigations undertaken relevant to the works. The tender shall be deemed to have been based on such data, if provided, but the Contractor shall be responsible for his own interpretation of all such data.

- 5.3.4.2 The Contractor shall be deemed to have inspected and examined the site and information available in connection therewith and to have satisfied himself fully before submitting his Tender document about the sub-surface conditions, the hydrological and climatic conditions, the extent and nature of work and materials necessary for the completion of the works, the means of access to the site and accommodation he may require. He shall also be deemed to have obtained all necessary information regarding risks, contingencies and all other circumstances which may influence or affect the contract.

Signature of Contractor



Executive Engineer


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5.4 CONTRACTOR'S UNDERSTANDING

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

5.5 INSURANCE

- 5.5.1 Depending on the nature of work, All Risk (CAR) Policy shall be obtained by Contractor for an amount of Rs. 5.00 lakhs at his own cost as per the requirement. At the time of taking policy, possible time over-run, if any, may be taken into account in deciding the period/validity of the policy. The above insurance shall cover the risks normally covered under the CAR policy. Any item not covered under the above policy shall be the responsibility of the Contractor. In case first insurance being utilized fresh Insurance will be taken by the Contractor. One insurance will remain valid for all times till the completion of contract period.
- 5.5.2 Before commencing of works, it shall be obligatory for the Contractor to obtain, at his own cost, insurance cover in the joint name of the Contractor and Employer from reputed companies under the following requirements:
- 5.5.2.1 Liability for death of or injury to any person or loss of or damage to any property (other than the work) arising out the performance of the Contract will be liability of the Contractor.
- 5.5.2.2 Any other insurance cover as may be required by the law of the land.
- 5.5.3 The Contractor shall provide evidence to the Employer/Engineer before start of work at site that the insurances required under the contract have been effected and shall within 60 days of the commencement date, provide the insurance policies to the Employer/Engineer. The Contractor shall, whenever, called upon, produce to the Engineer or his representative the evidence of payment of premiums paid by him to ensure that the policies indeed continue to be in force.
- 5.5.4 The Contractor shall also obtain any additional insurance cover as per the requirements of the Contract.
- 5.5.5 The Employer/Engineer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or his sub-contractor or petty contractor. The Contractor shall indemnify and keep indemnified the Employer/Engineer against all such damages and compensation for which the Contractor is liable.
- 5.5.6 The Insurance Policies of the workers deployed by the Contractor shall remain in force throughout the period of execution of the works and till the expiry of the defect liability period except for any specific insurance covers necessary for shorter period.

Signature of Contractor

Executive Engineer

5.6 COMMUNICATION BETWEEN EMPLOYER/ENGINEER AND CONTRACTOR

5.6.1 Instructions in writing:

Instructions given by the Engineer shall be in writing, provided that if for any reason the Engineer considers it necessary to give any instructions orally, the Contractor shall comply with such instructions. Confirmation in writing of such oral instruction given by the Engineer, whether before or after carrying out of the instructions shall be deemed to be instructions within the meaning of this sub-clause. The Contractor shall also be bound to carry out any instructions issued by Client as confirmed in writing by the Engineer.

All certificates, notices, written orders or letters or through any mode of electronic communication to be given by the Employer or the Engineer to the Contractor, shall be deemed to have been served, if the same are delivered to the Contractor or his authorised representative, or delivered or left at or posted to the given address of the Contractor or Contractor's registered office or principal place of business. Such documents shall be deemed to have been received on the day they are left or delivered, or in the case of postal transmission, on the day they would ordinarily have reached but not exceeding 7 days from the date of posting inclusive of day of posting, in any case.

5.6.2 Notices to Employer and Engineer:

All notices to be given to the Employer or to the Engineer, under the terms of the contract, shall be served by sending by Speed/Registered post or by through any mode of electronic communication or by any other mode, to the respective nominated addresses.

5.6.3 Change of Address:

Either party may change the nominated address by prior written notice to the other party.

5.6.4 Change in constitution of Firm:

In case of any change in the constitution of Contractor's firm, the same shall forthwith be notified by the Contractor to the Employer.

5.7 GENERAL OBLIGATIONS OF THE CONTRACTOR

5.7.1 The Contractor shall design (to the extent specified in the Contract), execute and complete the Works wholly in accordance with the Contract and fit for the purposes for which they are intended, as defined in the Contract. The Works shall include any work which is necessary to satisfy the Employer's requirements, the Contractor's proposal and schedules or is implied by the Contract, or arises from any obligation of the Contractor and all works not mentioned specifically in the Contract but which may be inferred to be necessary for stability or completion or safe, reliable and efficient operation of the Works. The Contractor shall remedy any defects in the Works, as directed by the Engineer.

Signature of Contractor

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Executive Engineer

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- 5.7.2 The Contractor shall design, manufacture, procure, supply, execute, install, complete, test (including Integrated Testing) and commission the Works, including providing Manufacture Documents within the Time for Completion and shall remedy the defects within the Contract Period. The Contractor shall provide all superintendence, labour, Plant, Materials, Contractor's Equipment, Temporary Works etc. required.
- 5.7.3 Before commencing repair/replace or change in design, the Contractor shall satisfy himself regarding the Employer's Requirements (including design, criteria and calculations etc.) and the items of reference mentioned in the contract. The Contractor shall give notice to Engineer of any error, fault, or other defect in the Employer's requirements or such items of reference.
- 5.7.4 The Contractor shall be responsible for the adequacy, stability and safety of all site operations and of all methods of repair/replacement, manufacture and all Works irrespective of any approval or consent of the Engineer. The Contractor shall, whenever required by the Engineer, submit details of the arrangement and methods which the contractor proposes to adopt for the repair/replacement of the work. No significant alteration to these arrangements and methods shall be made without prior approval of the Engineer.
- 5.7.5 The Contractor shall submit to the Engineer the schedule of repair/replacement for the part in accordance with the procedures specified by the Original Equipment Manufacturer (OEM).
- 5.7.5.1 These Contractor's Documents shall be in accordance with the specifications and Drawings, shall be written in the language for communications defined in and shall include additional information required by the Engineer.
- 5.7.6 The Contractor is responsible for ascertaining the system in working condition at his own cost.
- 5.7.6.1 Conditions affecting the proper transportation, disposal, handling and storage of materials (including but not limited to hazardous toxic substances and excavated materials).
- 5.7.6.2 Availability and rates of employment of skilled and unskilled manpower
- 5.7.6.3 The character and quantum of equipment and facilities needed preliminary to and during the repair/replacement and commissioning of the Works and remedying of any defect.
- 5.7.6.4 The protection of the environment and adjacent structures which will be necessary preliminary to and during the repair / replacement, execution, testing (including Integrated Testing) and commissioning of the Works and remedying of any defect.
- 5.7.6.5 The location of and the authorization required for and the means of diversion and facilities required for the purposes of the repair/replacement Works.
- 5.8 COMMENCEMENT OF WORK**
- The Contractor shall commence the works within the time limit as specified in the Letter of Acceptance.

Signature of Contractor

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5.9 ACCESS TO SITE OF WORK**5.9.1 Access to Engineer:**

To ensure the quality of the work and to ascertain genuineness of the spare parts, Engineer or the Engineer's Representative, shall at all times have access to the works and to all workshops and places, where work is being performed and from where materials, manufactured articles or machinery are being obtained for the works, and the Contractor shall afford every facility and every assistance in obtaining the right to such access.

5.9.2 SETTING OUT

If at any time during the progress of works, any error appears or arises in any part of the repair work, the Contractor on being required to do so by

the Engineer, shall at once rectify such error, to the satisfaction of the Engineer. The Contractor shall also provide all necessary assistance in the form of labour and materials to Engineer or his representatives for checking the set out with his own instruments. The checking of any setting out, or of any line or level by the Engineer's representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof.

5.9.3 BARRICADING & PROTECTION OF WORK

The works are to be protected with the help of barricading or otherwise as necessary or asked by the Engineer in charge for upkeep of environmental conditions. Protection is required for all hazardous works. The cost of such provision shall be deemed to be included in the cost & nothing extra shall be paid for the same

5.9.4 TEMPORARY WORKS

5.9.4.1 All temporary works necessary for the proper execution of the repair works shall be provided and maintained by the Contractor at his own cost. All detailed drawings, design, design calculations for important temporary works as decided by the Engineer, shall be prepared by the Contractor at his own cost and forwarded to the Engineer for his approval. Such approval shall not, however, relieve the Contractor of any of his responsibility in connection with the temporary works.

5.9.5 EMERGENCY WORKS

In the event of any accident or failure occurring in or about the work or arising out of or in connection with the maintenance of the work which in the opinion of the Engineer require immediate attention, the CENTRAL UNIVERSITY OF HARYANA may be its own workmen or other agency execute or partly execute the necessary work or carryout repairs if the Engineer considers that the successful tenderer is not in a position to do so in time and charge the cost thereof, as to be determined by the CENTRAL UNIVERSITY OF HARYANA, to the successful tenderer.


5.9.6 MODIFICATION

The Engineer on behalf of the CENTRAL UNIVERSITY OF HARYANA, shall be entitled by order in writing to enlarge or diminish or reduce the work.

Signature of Contractor

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Executive Engineer


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5.9.7 COMPLETENESS OF WORK

5.9.7.1 The tenderer should be a total solution provider and shall cover the total scope of the Contract. The tenderer shall ensure availability of all technical expertise, manpower resources, availability of spare parts, logistics support etc. and all the expenses incurred for the same will be borne by the Tenderer.

5.9.7.2 Completeness of the EQUIPMENT/SERVICES shall also be the responsibility of the tenderer. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or manuals, but which are usual or necessary for the satisfactory functioning of the equipment (successful operation and functioning of the EQUIPMENT being tenderer's responsibility) shall be the responsibility of the tenderer.

5.10 SPECIFICATIONS AND DRAWINGS

5.10.1 The Contractor shall keep one copy of latest approved Specifications and manuals of OEM as may be necessary and make them available to the Client/Employer/Engineer or his Representative at all reasonable times..

5.10.2 Adherence to Specifications and Manuals:

The work shall be executed in perfect conformity with the specifications and Manuals of the OEM. If the Contractor does any work or part of work in a manner contrary to the specifications or Manuals without the approval of the Engineer, he shall bear all the costs arising there from including dismantling and reconstruction strictly in accordance with the specifications and drawings and shall be responsible for all the losses/delays to the Employer/Engineer.

5.11 SAFETY PROVISIONS**5.11.1 Safety of Labour and others:**

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

5.11.2 The successful tenderer shall comply with the provision of all laws including Labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by CENTRAL UNIVERSITY OF HARYANA shall be applicable in the performance of this Contract and the Contractor by these laws.

5.11.3 The Successful tenderer shall ensure regular and effective supervision / control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligations.

5.11.4 The Successful tenderer shall take all necessary measures to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions.

5.11.5 Safety of works:

The Contractor shall provide and maintain the system in healthy position at his own cost.

Signature of Contractor

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Mere observance of these precautions shall not absolve the Contractor of his liability in case of loss or damage to property, or injury to or death of any employee/labour of Contractor, Client or Employer/Engineer or any member of the public.

5.11.6 Recovery of the cost from the Contractor:

Should the Contractor fail to implement the provisions as required in the preceding sub-clauses, the Engineer may provide necessary arrangements and the cost of the same shall be recovered from the Contractor's payments/dues.

5.11.7 Care of Works

From the start of the work until completion, acceptance and final handover equipment of the systems, the Contractor shall take full responsibility for

the care of the work. In case any damage, loss or injury happens to the work from any cause whatsoever, the Contractor shall at his own cost repair and make good the same so that at the time of final take over, the work shall be in good condition.

5.11.8 Works during Night

Unless specifically provided elsewhere in the Contract, the Contractor shall not carry out any repair work between sunset and sunrise without the prior permission of the Engineer. In case of any grave emergency or in order to avoid risk to property and life or to prevent damage to utilities or to restore them, work may be done at night also without the prior permission of the Engineer, but intimation to this effect should be sent to him immediately. No increase in rates or extra payment shall be admissible for the night work. The Contractor shall make adequate lighting and safety arrangements for night working. He shall also be responsible for any claim on account of any injury to or loss of life, of any one, arising out of inadequate lighting, safety arrangements or due to any other failure of the Contractor.

5.12 TOOLS, PLANT AND EQUIPMENT

Except for any specific item mentioned in the contract, the Contractor shall have to make his own arrangements, at his own cost, Plant, Machinery and Equipment required for execution of all repair works to the entire satisfaction of the Engineer. This shall also include all other associated equipment, tools/tackles, spare parts, consumables, stores, manpower as required for the execution of works.

5.12.1 PLANT AND MATERIALS OF THE CONTRACTOR

5.12.1.1 Contractor's plant/materials at site to be exclusive to the work:

All materials brought on the site by the Contractor be deemed to be exclusively intended for the execution of the repair work or part of the work and the Contractor shall not remove the same without the permission of the Engineer till completion of repair work.

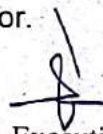
5.12.1.2 Removal of constructional plant/materials from site:

Upon completion of the repair works, the Contractor shall remove from the site all the unused materials belonging to the Contractor.

Signature of Contractor



Executive Engineer



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5.12.1.3 Loss or damage to materials:

The Employer/Engineer shall not at any time be liable for the loss of or damage to any of the said materials.

5.12.1.4 Assistance to Contractor for customs clearance:

The Employer/Engineer may assist the Contractor, where required, in obtaining clearance through the customs of material and other things required for the repair works. This shall not dilute in any way the Contractors' obligations and responsibilities under the contract.

5.12.2 CONTRACTOR TO KEEP SITE CLEAR

During the AMC Period the Contractor shall keep the site reasonably clean and free from obstructions and shall maintain store neatly.

5.13 ARRANGEMENTS FOR WORKERS**5.13.1 Provision of Accommodations:**

No quarters shall be provided by the Employer/Engineer for the accommodation of Contractor or any of his staff employed on works.

5.13.2 Compliance with Rules for employment of labour:

The Contractor shall comply with all laws, bye-laws, rules and regulations in force, pertaining to employment of local or imported labour, and shall take all necessary precautions to ensure and preserve the health and safety of all staff/workmen, employed on the works directly or through petty Contractors or sub-Contractors.

5.13.3 ENGAGEMENT OF LABOUR

The Contractor shall make his own arrangements for the engagement of all labour.

The Contractor shall not employ any labour below the age prescribed in any labour legislation, directly or through petty Contractors or sub-Contractors, for execution of the work.

5.14 WAGES OF LABOUR**5.14.1 Wages under relevant laws:**

In dealing with labour and employees, the Contractor and his subcontractors (including piece rate and petty Contractors) shall comply fully with all laws and statutory regulations such as

5.14.1.1 Workmen's Compensation Act, 1923

5.14.1.2 Payment of Gratuity Act, 1972

5.14.1.3 Employees Provident Funds and Miscellaneous Provisions Act, 1952

5.14.1.4 Maternity Benefits Act, 1951

5.14.1.5 Contract Labour (Regulations and Abolition) Act, 1970

5.14.1.6 Minimum Wages Act 1948

5.14.1.7 Payment of Wages Act 1936

5.14.1.8 Equal Remuneration Act 1979

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- 5.14.1.9 Payment of Bonus Act 1965
- 5.14.1.10 Industrial Dispute Act 1947
- 5.14.1.11 Industrial Employment (Standing Orders) Act 1946
- 5.14.1.12 Trade Union Act 1926
- 5.14.1.13 Child Labour (Prohibition and Regulation) Act 1986
- 5.14.1.14 Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act 1979
- 5.14.1.15 The Buildings and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and Cess Act of 1996.
- 5.14.1.16 The Factories Act 1948, and other laws or Regulations framed by competent legislative authorities from time to time as may be applicable.
- 5.14.2 In accordance with the various Acts and Regulations with all upto date amendments, the Contractor shall ensure that he and his subcontractors (including petty and piece rate Contractors) observe strictly inter alia the following:
 - 5.14.2.1 Wages paid are not less than those prescribed.
 - 5.14.2.2 Wages and other dues are paid regularly and in time.
 - 5.14.2.3 Liens/licenses are obtained as required under any of the acts or regulations.
 - 5.14.2.4 Maintain prescribed records, submit necessary statements to authorities concerned and display required notices.
 - 5.14.2.5 Take prompt action on any instructions / directions from the authorities under various labour laws.
- 5.14.3 **Claims on account of violation of labour laws:**

If any money, shall as a result of any instructions, directions or decisions from the authorities or claim or application made under any of the labour laws or regulations be directed to be paid by the Engineer because of any failure of the Contractor, such moneys shall be deemed to be moneys payable to the Engineer by the Contractor and on failure of the Contractor to repay the Engineer any moneys paid or to be paid as aforesaid within seven days after the same shall have been demanded, the Engineer shall be entitled to recover the amount from any moneys due or becoming due to the Contractor under this or any other contract with the Employer.

5.14.4 **REPORTING OF ACCIDENTS INVOLVING LABOUR**

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

Signature of Contractor

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5.15 REPAIRS TO DAMAGES

The Contractor shall be responsible for rebuilding/repairs of any damage by any reasons not attributable to the design defect (where design is supplied by Engineer/Client) during execution of repair works. In case the Contractor is unable or unwilling to execute such repair works promptly, the Engineer may get the same done by engaging another agency or using labour, materials and resources as may be considered necessary and the cost of such remedial works shall be recovered from the Contractor's dues. The decision of the Engineer regarding reasons of the damage shall be final and binding.

5.16 IMPLEMENTATION OF QUALITY MANAGEMENT SYSTEM

- 5.16.1 The Contractor shall follow the best prevalent market standards.
- 5.16.2 The Contractor shall execute the work following the safety policy of CENTRAL UNIVERSITY OF HARYANA which shall include providing safety equipment, safety shoes and helmets to all workers.
- 5.16.3 The Contractor shall arrange timely calibration of all his measuring and testing equipment at his own cost.
- 5.16.4 The Contractor shall ensure maintenance and overhauling of all the system and machinery to satisfy the requirements.

5.17 MATERIALS AND WORKMANSHIP**5.17.1 Material and workmanship as per Specifications:**

- 5.17.1.1 The sources of materials to be used in the works shall be intimated to the Engineer and are subject to his approval.

5.17.2 REMOVAL OF IMPROPER MATERIALS AND WORKS

The Engineer shall have the authority to order in writing from time to time:

- 5.17.2.1 The removal from site within specified time, of any material, which in the opinion of the Engineer, is not in accordance with the Specifications and Conditions of the Contract.
- 5.17.2.2 The substitution of defective material by approved quality material; and
- 5.17.2.3 In case of default on the part of the Contractor in carrying out such order, the Engineer shall be entitled to get the same done by engaging another agency or by deploying labour, materials and other resources. All such cost shall be recovered from the Contractor's dues.

5.18 RATES FOR ITEMS OF WORK TO BE ALL INCLUSIVE

- 5.18.1 The rates entered in the accepted Schedule of Rate & Quantities of the Contract, shall be all-inclusive and provide for works duly and properly completed in accordance with terms and conditions of the Contract.
- 5.18.2 All rates quoted in the Schedule of Rate & Quantities shall be deemed to be inclusive of all types of direct and indirect taxes imposed by Central/State Govt. and local bodies such as GST excise duty, sales tax, value added tax (VAT), Works contract tax, Service tax, royalties, duties, Cess, Octroi and other levies as applicable and also include all import duties. The rates shall also be inclusive of all taxes, duties and other charges imposed outside the country on the production, manufacture.

Signature of Contractor

Executive Engineer

No additional amount shall be paid or claim be entertained on this account by Employer/Engineer. He shall be responsible for filing GST returns and assessments, as necessary as per prevalent Laws, Rules and Regulations and shall also furnish necessary certificates to Employer/Engineer from time to time.

5.19 ACCEPTED RATE APPLICABLE TILL THE COMPLETION OF WORK

The rates as per the accepted Schedule of Rate & Quantities, shall be firm and hold good till the completion of the AMC period, and no additional claim or amount shall be admissible on account of fluctuations in market rates, increase in taxes, levies, fees royalties etc. unless specifically provided for in the Contract.

5.20 ITEMS NOT INCLUDED IN THE SCHEDULE OF RATE & QUANTITIES

5.20.1 If any item of work not provided for in the accepted Schedule of Rate & Quantities and required to be executed for completion of repair work, the

Contractor on receipt of instructions from the Engineer, shall be bound to carry out such items of work at the rates to be decided.

5.20.2 The rate for such extra items shall be derived from rate for similar items available in the accepted Schedule of Rate & Quantities.

5.20.3 In case rates cannot be derived from the accepted Schedule of Rate & Quantities, the rate may be worked out on the following basis:

5.20.3.1 Cost of materials and consumables at current market rates, as actually utilized in the final finished work, including a reasonable percentage for wastage and cost of loading, unloading and transportation.

5.20.3.2 Cost of labour required for the work.

5.20.3.3 Hire charges for plant and machinery, scaffolding, shuttering, forms, etc. required to be used at the site of the work.

5.20.3.4 An amount of 15% of items to allow for Contractor's overheads, profits and other contingencies.

5.20.4 In all cases where extra items of work are involved, for which there are no rates in the accepted Schedule of Rate & Quantities, the Contractor shall give a notice to the Engineer, of at least 7 days before the need for their execution arises.

Such a notice shall not however be necessary if the Engineer has already instructed in writing to take up such an item of work. To decide the rate, the Contractor shall furnish detailed analysis of the rates and attend a meeting with Engineer to settle the rate as and when called for. The Contractor shall be bound to furnish the requisite details and to attend the meeting.

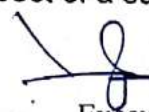
5.20.5 Lien in respect of claims in other Contracts

Any moneys due to the Contractor, including the performance guarantee amount returnable to him may be withheld or retained or encased by exercise of lien by the Client/ Employer/Engineer against any claim of the Client/ Employer/Engineer or any other branch, office department or subsidiary of the client/ Employer/Engineer in respect of a sum of money

Signature of Contractor



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arising out of or under any contract other than the present contract made by the Contractor alone or jointly with the client/ Employer/Engineer or any other branch, office, department or subsidiary of the client/ Employer/Engineer. It is agreed term of contract that the sum of money so withheld or retained under this clause by the client/ Employer/Engineer, shall be kept withheld or retained till the claims arising out of or under the contract, are either mutually settled or determined by the Arbitrator, or by the competent court, as the case may be and that the Contractor shall have no claim for interest or damages whatsoever on this account or any other account, in respect of any sums of money withheld retained, under this clause and duly notified to the Contractor.

5.21 MODE OF PAYMENT AND TAX DEDUCTION AT SOURCE

5.21.1 Mode of payment:

5.21.1.1 All payments to the Contractor shall be made through Electronic Clearing System (ECS). The contractor shall furnish his Banker's details in addition to his own bank account details. All amounts payable to the contractor shall be directly credited to his bank account.

5.21.1.2 In case, the contractor is having his account with a bank not having Electronic Clearing System (ECS), the contractor may open a bank account with the bank having this facility.

5.21.1.3 All payments to the contractor shall be made by above means only unless specifically otherwise agreed by the Engineer in special circumstances for petty payments.

5.21.2 Tax deduction at source:

Income tax and Works tax/ GST as applicable, shall be deducted from the payments credited/released by Employer/Engineer to the Contractor against execution of work as per law of the land. The deductions shall be made as per prescribed rates prevalent from time to time unless a tax exemption certificate is produced by the Contractor. Amount of tax deduction shall be deposited with the concerned authorities and tax deduction certificate shall be issued by Employer/Engineer. The Employer/Engineer shall deduct at source taxes/duties under any other law/statute as may be applicable at the time of making payments. The Contractor shall furnish to the Engineer registration No. under works tax and PAN (for TDS), as applicable.

5.22 COMPLETION CERTIFICATE

5.22.1 Clearance of site on completion

On completion of AMC Period, the Contractor shall clear and remove from site all surplus materials, rubbish and temporary works of every kind, and leave the whole of the site of work clean, tidy and in a workman like condition to the satisfaction of the Engineer. This will be one of the pre-conditions for making the final payment to the Contractor. Such clearance may be made by the Engineer through any other agency at the expense of the Contractor in the event of the Contractor's failure to comply with this provision within 7 (seven) days after receiving notice to that effect from the Engineer.

Signature of Contractor

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5.23 Liquidated Damages (L.D.)

If the contractor fails to comply with the time for completion of any event / item as stipulated in the subsequent clause of maintenance schedule in the tender document, then the contractor shall be liable to pay to the employer the relevant sum of 1 % of tender cost per day limited to max. 10% as liquidated damages for such default and not as penalty for everyday or part of day which shall elapse between relevant time for completion and the date stated in the taking over certificate of the work on the relevant section, subject to the limit stated in the contract data.

The Engineer may without prejudice to any other method of recovery deduct the amount of such damages from any money due or to become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works or from any other of his obligation and liabilities under the contract.

5.24 Termination

- i. The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- ii. Fundamental breaches of Contract include, but shall not be limited to the following:
 - (a) The Contractor stops work for 20 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer-in-Charge.
 - (b) The Engineer-in-Charge instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days.
 - (c) The Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (d) A payment certified by the Engineer-in-Charge is not paid by the Employer to the Contractor within 75 days of the date of the Engineer-in-Charge's certificate;
 - (e) The Engineer-in-Charge gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer-in-Charge.
 - (f) The Contractor does not maintain a security which is required.

5.25 Payment upon Termination

- i. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer-in-Charge shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated damages shall not apply, If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

Signature of Contractor



Executive Engineer

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- ii. If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer-in-Charge shall issue a certificate for the value of the work done, the cost of balance material brought by the contractor and available at site, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

5.26 CUH, Mahendergarh has right to verify the particulars furnished by the bidder independently.

5.27 Tenderer shall take into account the cost of labour, loading/unloading & carriage, taxes etc. for providing the services as sought at site i.e. Academic Block No. 1,3 & 4, Vice- Chancellor's residence cum Camp Office and Prof. Mool Chand Auditorium while quoting the rates. In this regard no claim what so ever shall be entertained.

5.28 The AMC Contract will be awarded for a period of one year from the date of awarding the contract. The period of AMC can be extended on yearly basis on the satisfactorily performance of the agency.

5.29 The interested bidders are advised to inspect the VRV / VRF units and allied accessories of respective building before submitting their bids. The equipment can be inspected on any working day between 11:00 hours to 17:00 hours. The tenderers must thoroughly inspect the systems and furnish their quotes in – **as is where is condition** without stipulating any preconditions.

5.30 The financial bids of the participants which are found to meet all the requirements as specified in the Technical Bid will be opened on a date which will be communicated at the appropriate time.

5.31 After opening of technical bids, if necessary a technical team of CUH Mahendergarh may inspect the infrastructure of the firm for verification and further action.

5.32 In the event of any dispute the legal matter shall be subjected to the jurisdiction of Mahendergarh/Narnaul Court only.

5.33 All the communication with respect to the tender shall be addressed to :
Executive Engineer, CUH Mahendergarh

Signature of Contractor



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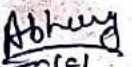
SECTION - 6**TECHNICAL SPECIFICATION FOR ANNUAL COMPREHENSIVE
MAINTENANCE & OPERATION CONTRACT**

- 6.1 The contractor shall execute the work i.e. "Annual Comprehensive Maintenance and Operation of Variable Refrigerant Flow (VRF) type HVAC Air conditioning system of 2023 hp installed in Academic Block I,III,IV , Vice-Chancellor's Residence cum Camp Office and Prof. Mool Chand Auditorium at Central University of Haryana Mahendergarh.
- 6.2 The scope of operation & maintenance include running of complete air-conditioning system including all items related with operation and comprehensive maintenance of the HVAC system with OEM specified maintenance schedule. Repair & replacement of defective components, providing of spares and all other associated accessories which are not covered otherwise and attention of all types of defects, necessary for smooth operation of the HVAC system to the satisfaction of Engineer-in-Charge/CENTRAL UNIVERSITY OF HARYANA Mahendergarh. The Contractor should also carry out any other schedule jointly decided by Engineer-in-charge/ CENTRAL UNIVERSITY OF HARYANA Mahendergarh and the Contractor for any equipment of the HVAC system to ensure smooth and trouble free operation.
- 6.3 Tenderers are advised to visit the site & acquaint themselves with the installed VRF HVAC system and quote accordingly. At present, the installed capacity is of 2023 hp; Make: Voltas;
- 6.4 **Operation:**
- 6.4.1 The contractor will deploy technically qualified, competent and experienced staff for complete day-to-day operation, routine/breakdown maintenance & management of the HVAC system.
- 6.4.2 The Contractor will depute the operating staff from 08.00 hrs to 20.00 hrs. The staff shall report in the 11 KV Power House, CENTRAL UNIVERSITY OF HARYANA Mahendergarh to mark their attendance through biometrics access control system. Operating staff may be called before or after the above timings or they may be called on Sunday/Holiday. No extra payment shall be made by CENTRAL UNIVERSITY OF HARYANA Mahendergarh for that period.
- 6.4.3 The Contractor shall constitute a team for Operation & Comprehensive maintenance of VRF HVAC system as under:
- 6.4.4 Two technicians (ITI in Refrigerating & Air Conditioning), one for round the year Services and another technician from 1st March to 30th September only, having minimum experience of 3 years in operation & comprehensive maintenance of VRF HVAC system.
- 6.4.5 The staff shall have one day weekly OFF. The deployment schedule and weekly Off of the operation & maintenance staff shall be decided by CENTRAL UNIVERSITY OF HARYANA Mahendergarh.

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- 6.4.6 In case of un-availability of the staff, the contractor shall make alternate arrangements well in advance.
- 6.4.7 All the members of operation & maintenance team should be available on mobile phone at any point of time. They shall be provided with all necessary tools & equipped with safety items by the Contractor. The details of the tools which is expected to be readily available with the staff is as under:

SN	Description	Qty
1	Digital thermometer	04
2	Torch	02
3	Folding ladder	02
4	'L' end key set	01 set
5	Pressure gauge	01 set
6	Multifunction Tong tester	02
7	Plier, Screw Driver, Line tester, Insulation tape etc.	1 set, with each operator
8	Screw driver set	1 set
9	Contactless thermometer	1

- 6.4.8 The team members shall be conversant with computers and in dealing with BMS to monitor the system operation.
- 6.4.9 Contractor shall also provide tools & plants required by Operation & Maintenance staff at site.
- 6.4.10 The contractor shall maintain proper log sheets, circuit layouts & record of the complaints for analysis.

6.5 Comprehensive Maintenance:

- 6.5.1 Preventive & Breakdown maintenance including Daily, Weekly, Monthly, Quarterly and Yearly maintenance of the VRF HVAC system at CENTRAL UNIVERSITY OF HARYANA Mahendergarh. Comprehensive maintenance also includes repair / replacement of any consumable/Non consumable items of defective system with provision of spares as required. No extra payment will be made for supply/repair/replacement of spares.
- 6.5.2 The Contractor shall submit the Defect Checklist within 03 days.
- 6.5.3 Maintenance of complete HVAC system so that performance of the plant is satisfactory.
- 6.5.4 Indoor Units (IDUs) of various type/size complete with display, electronic/PCB cards, cordless/corded remote control/cells of the remotes/internal control/power wiring, regular cleaning of filters, fan motor & any other associated work for proper & specified functioning of indoor units.
- 6.5.5 Outdoor Units (ODUs) of various capacities with associated compressor, supply/filling of compressor oil, etc., Inverters, Digital Scroll system, electronic/PCB cards, MCB/MCCB, IGBT, control/power wiring, oil recovery system, heat exchanger, condenser motor fan, internal refrigeration circuit & any other associated work for proper & specified functioning of outdoor units.

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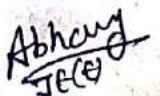
Executive Engineer

- 6.5.6 Maintenance of motors, switchgear, belts, filters & other components essential for normal operation of the equipment.
- 6.5.7 Refrigerant piping along with all joints etc. including detection/repairing of leakage, pressure testing, vacuum purging, gas recharging/ topping including supply of refrigerant.
- 6.5.8 The repair work shall be carried out in a professional manner. This shall also include restoration of insulation after repair. Any other associated work for proper & specified functioning of air conditioning system. The scope also includes supply & charging of refrigerant due to any unforeseen circumstances.
- 6.5.9 Condensate drain water pipe cleaning, detection/repairing of pipes for any leakages, insulation etc. Any other associated work for proper functioning of drain water disposal system.
- 6.5.10 All control & power wiring between indoor & outdoor units. Any other associated work for proper & specified functioning of air conditioning system.
- 6.5.11 Maintenance & upkeep of sub-AC panels on the roof including switchgear, cabling from sub-AC panel up to outdoor units, consumables etc (including incoming cables to sub-AC panels)
- 6.5.12 Any other item/activities associated with proper functioning of comprehensive maintenance complete air conditioning system deemed to have been included in the scope of work.
- 6.5.13 In order to attend breakdowns of the AC system, the engineering works (eg. False ceiling, any kind of structural/masonry work, opening and closing) required if any, shall be in the scope of work.
- 6.5.14 While replacement of MCB at ODU; all incoming and outgoing connections shall be in the scope of work.
- Monthly Maintenance:-
1. Maintenance of all filters, fans, diffusers, cooling coils, Refrigerant Gas make up etc.
 2. Checking of foundation bolts of equipment, alignment of belt pulleys and couplings.
 3. Examining the indoor/outdoor units & operating linkage for smoothness.
 4. To check the gland /seal, coupling of units.
 5. To check the safety controls Mechanical, Electrical/ Electronics and inter-locking of the various equipment.
 6. To check all piping/insulation/proper positioning/damage and rectifying the same where ever required.
 7. Inspect/check entire line for leakage and rectification of leakage, if any
 8. To check and lubricant (if required) the bearing of the fans/motors and keep the proper record.
 9. Check the quantity of Air flow from various outlets in each room / Area as per drawings and do adjustment as and when required.
 10. Check the performance of equipment of VRF plant for proper functioning

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11. Any other job required to be attended during course of Checking and to keep the plant in perfectly working conditions.
12. Cleaning of the filters of the Indoor Units.

Quarterly Maintenance:

1. Checking / setting / rectification of all safety and automatic controls.
2. Complete Overhauling of indoor/outdoor units.
3. Functional checks & calibration of all switches, thermostats, humidistat, other instruments and rectification of the same if required.
4. Any other job required to be attended during course of checking / as per OEM manual and to keep the plant in perfectly working conditions.
5. Maintenance of all Electrical equipment Feeders, Panels, Bus Bars, Cubicles, Motors, Heaters, Circuit Breakers, Power Points, etc. pertaining to HVAC as per standard electrical maintenance practice and as directed by Executive Engineer. The maintenance and repairing of motors, Software re installation (if required) etc. are also within the Vendor's scope of work.
6. Checking of the gas pressure between indoor and outdoor unit and gas charging in VRF system to be executed by vendor, whenever required.

Annual Maintenance:-

Complete overhauling of the outdoor and indoor units.

NOTE:

1. All the equipment/installations shall always be kept in good and trouble free operating conditions. All the required record for breakdowns/repairs and maintenance etc. shall be maintained in the form of history books and logbooks etc. as per directions.
2. All the maintenance works shall be carried out in accordance with the manufacturer's specifications and instructions of the concerned engineer.
3. The items mentioned above and description of work is just indicative. However, the contractor has to repair / replace items which are absolutely required for operation & maintenance of equipment in working condition under their scope.
4. The routine servicing of whole system is to be carried out on monthly basis whereas the complete overhauling of the system needs to be done twice a year i.e. before start of the season (in the month of March) and another after end of season (in the month of November).

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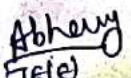
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- 6.6 Deployment of maintenance staff:** The contractor will depute technically qualified, competent and experienced staff in adequate number for the comprehensive maintenance. It may however be noted that normally scheduled maintenance should be carried out on Saturday & Sunday or any Gazetted Holidays for which the contractor will obtain permission from the Engineer-in-Charge/CENTRAL UNIVERSITY OF HARYANA Mahendergarh.
- 6.6.1 The work is to be carried out as per International Norms/Standards and in such a manner that all premises always look Neat & Clean.
- 6.6.2 The Man-power deployed by the contractor shall be in Uniform as agreed upon with CENTRAL UNIVERSITY OF HARYANA Mahendergarh and carry proper and valid I-Card with them while carrying out Breakdown/Maintenance work at the sites.
- 6.6.3 The attendance of Contractors staff will be monitored through Biometrics system by the Central University of Haryana, Mahendergarh.
- 6.7 Attending to complaints:**
- 6.7.1 List of minimum spares to be available at site for smooth operation shall be prepared by the Contractor and Engineer-in-charge within 07 days of start of work and accordingly all spares shall be available within 15 days of start of Contract
- 6.7.2 All defects and deficiencies should be rectified promptly after lodging of complaint. The complaint can be lodged through telephonic message or through complaint register kept with Engineer-in-Charge/ CENTRAL UNIVERSITY OF HARYANA Mahendergarh.
- 6.7.2.1 Response Time (Max) - 30 Minutes to reach the site of complaint.
- 6.7.2.2 Rectification Time (Max.) - 06 Hrs. If Max. 01 IDU and ODUs (except leakage, compressor, and condenser failure) are involved.
- 6.7.2.3 Rectification Time (Max.) - 24 Hrs. If 02 to 05 IDU and ODUs, (except leakage, compressor, condenser failure) are involved.
- 6.7.2.4 Leakages in refrigerant circuit, compressor, condenser and IDU/ODUs beyond 05 - 48 hrs.
- 6.7.2.5 The quantum of work involved should be decoded within 30 minutes of the complaint received and recorded jointly with the representative of the Contractor and Engineer-in-charge/ CENTRAL UNIVERSITY OF HARYANA Mahendergarh.

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6.7.3

For expeditious disposal of complaints, the contractor shall maintain following unit exchange spares & consumables at site. These spares shall be replenished at regular interval:

Sr. No.	Description	Quantity
1	Refrigerant 410A	4 Cylinders
2	Condensor fan motor	05
3	Condensor fan blade	05
4	PCB – ODU	05
5	PCB – IDU	20
5.1	0.79 TR = -----	04
5.2	1.0 TR = -----	04
5.3	1.5 TR = -----	04
5.4	2.0 TR = -----	02
6	Connecting plate	05
7	TPN MCB 63A	10
8	Contactors	05
9	Digital Compressor	02
10	Compressor fixed of required rating	05
11	Capacitors ODU/IDU	05 each type
12	IDU motor	1% of the holding
13	IDU display	02 each type

6.7.4

Above healthy spares, refrigerant & necessary programmable PCB cards shall be maintained in sufficient quantity to reduce down time of the system. The spares shall be of OEM/same make. Where the Make of item is not identified/ defined, it shall be of reputed make with the approval of Engineer in-charge/ CENTRAL UNIVERSITY OF HARYANA Mahendergarh.

6.7.5

In case the above spares (quantities) are not maintained at site, by the Contractor, the stores would be purchased by CENTRAL UNIVERSITY OF HARYANA Mahendergarh and the cost of purchase shall be deducted by CENTRAL UNIVERSITY OF HARYANA Mahendergarh while certifying the bills for payment to the Contractors.

6.8

Maintenance schedules

6.8.1

In addition to attending to complaints, the contractor will be required to carry out prescribed daily, monthly, quarterly, half yearly, yearly maintenance schedules. The maintenance schedules and the work to be done in each schedule & report format shall be jointly decided by the Engineer-in-Charge/ CENTRAL UNIVERSITY OF HARYANA Mahendergarh & the Contractor.

6.8.2

A proper record of maintenance scheduled should be kept; the Contractor & Engineer-in-Charge/ CENTRAL UNIVERSITY OF HARYANA Mahendergarh shall jointly record the details of maintenance schedule in the register meant for it. The register shall be updated and ready for check at any time.

Signature of Contractor

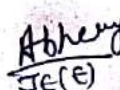
Executive Engineer

- 6.8.3 Payment shall be made on Quarterly basis after submission of Quarterly Health Check-up report duly signed by Engineer-In-Charge/ CENTRAL UNIVERSITY OF HARYANA Mahendergarh. The report shall be got approved by Contractor in CENTRAL UNIVERSITY OF HARYANA's format.
- 6.9 Penalty for delay in Operation and Comprehensive Maintenance work:**
- 6.9.1 As soon as any defect of technical nature is noticed by the Contractors staff, it shall be informed to the Engineer-in-Charge/CENTRAL UNIVERSITY OF HARYANA Mahendergarh in written with details, whether it is of minor or major fault and possible time of rectification.
- 6.9.2 A penalty will be imposed in case any complaint remains unattended after the rectification time is over, as under:
- 6.9.2.1 @ Rs. 100/- per IDU per 06 hrs., towards clause no. 6.7.2 (ii), and,
- 6.9.2.2 @ Rs. 500/- per 16 hp per 12 hrs., towards clause no. 6.7.2 (iii),
- 6.9.2.3 @ Rs 1000/- per 16 hp per 24 hrs, towards clause no. 6.7.2 (iv),
- 6.9.3 The monthly payment to Contractor for Operation & comprehensive Maintenance shall be certified by the Engineer-in-Charge/ CENTRAL UNIVERSITY OF HARYANA Mahendergarh on the basis of no. of capacity (in hp) of the HVAC system in operation beyond the prescribed rectification time given in Para 6.7.2 (ii), (iii) & (iv).
- 6.9.4 In case any staff remain absent; the penalty of Rs. 500/- per day per staff shall be deducted.
- 6.9.5 After report of failure, if the maintenance personnel does not start work at site and advice the action plan to attend the failure, penalty @ Rs. 100/- per hour or part thereof shall be levied to ensure that proper cooling is maintained in the entire premises and there shall be no discomfort to the occupants.
- 6.9.6 After 7 days of non-rectification of a failure without any valid & justifiable reason, the cost of damage to CENTRAL UNIVERSITY OF HARYANA's property, if any, due to failure of system will be sole responsibility of the contractor and the cost of damage of the same shall be borne by the contractor. After which CENTRAL UNIVERSITY OF HARYANA has right to carry out the work on risk and cost of contractor without further intimation.
- 6.10** LT Cables and Cable trays shall be replaced by the Contractor as per the site requirement in compliance with the relevant Indian Standard. The price, Sl. No. 3a, 3b & 3c of the 'Schedule of Rates & Quantities (Section – 8) shall cover for supply, erection, testing & commissioning of cable trays of the size as mentioned.

Signature of Contractor



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SECTION - 7**GUIDELINES FOR FILLING UP THE FINANCIAL BID**

- 7.1.1 The bill of quantities shall be read in conjunction with the Instructions to Tenderer, Appendix to Tender, General Conditions of Contract, Special Conditions of Contract, Particular Technical Specifications, General Technical Specifications, Drawings & other documents forming part of tender documents.
- 7.1.2 General directions & descriptions of work & materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before quoting rates in the Bill of Quantities.
- 7.1.3 The quantities given in the Bill of Quantities are indicative, estimated & provisional, & are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work so contractors are advised to check the sites property and quote their rates accordingly.
- 7.1.4 The rates & prices tendered in the priced Bill of Quantities shall accept in so far as it is otherwise provided under the Contract, including all tool & plant, labour supervision, materials, transportation, erection, maintenance, insurance, profit, taxes & duties together with general risks, liabilities & obligations set out or implied in the Contract.
- 7.1.5 Rates shall be entered by the tenderer's in figures & words both.

Signature of Contractor


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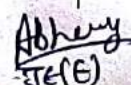
ANNEXURE - 'A'**Check List for Technical Evaluation Criteria**

S.No.	Description	Details
1.	Name of the Organization/firm/company	
2.	Year of establishment	
3.	Address & Telephone Numbers	
4.	Address & Telephone Numbers of service centre/ Branch office in Mahendergarh /Narnaul Rewari/Rohtak/NCR. Mention the names and mobile numbers of contact persons	
5.	Whether registered with the registrar of companies /registrar of firms. If so Mention the number and date	
6.	Name and mobile numbers of Directors /Partners/proprietor	
7.	Whether registered with GST. Please submit a copy of GST Registration Certificate	
8.	Furnish copy of PAN	
9.	State annual turnover of the company for the last three financial year. Furnish the copy of audited Annual Turnover certificate for the last three financial Years. Turnover should be in line with tender requirements. (Min. 1 Cr. Per annum during last three year i.e. F.Y. 2015-16,2016-17,2017-18)	
10.	Certificate from OEM on its letter head certifying service, warranty and post sales support for next seven years	
11.	Furnish copies of audited balance sheet and profit & loss account (audited) for the last three years i.e.FY 2015-16,2016-17,2017-18	
12.	Proof of execution of similar nature of work in government / private work executed during last 7 years	

Signature of Contractor



Executive Engineer



	Enclose the copies of order.	
13.	Copy of Annexure –I, II,III, VI (A/B), VII,VIII,IX & X	
14	Earnest money deposited	
15	Tender fee	
16	<p>Undertaking by tenderer, if the tenderer Manufacturer i.e OEM of the Voltas make VRF equipment in the performa given in Annexure-VI (A) of Section 3.</p> <p>Or</p> <p>Undertaking to be submitted by the tenderer obtained from the OEM on its letter head in the performa given in Annexure –VI (B) of Section 3</p> <p>Or</p> <p>Proof of Enlistment in CPWD/State PWD/MES/Railways/Autonomous Body or in approved list in appropriate category for HVAC / Composite work in any Central/State Govt. unit</p>	

Authorised Signatory

Note: (i) Where copies are required to be furnished these is to be certified copies preferably by the concerned agencies or government officer.

(ii). All the particulars sought above needs to be furnished correctly and if during checking of documents during technical bid evaluation any deviation/discrepancy is found then the bid of the agency will be technically rejected and their financial bid will not be opened.

Signature of Contractor



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SECTION - 8**SCHEDULE OF RATE AND QUANTITIES**

Name of Work: Annual Comprehensive Maintenance and Operation of Variable Refrigerant Flow (VRF) type HVAC Air conditioning system of 2023 hp installed in Academic Block I, III & IV, Vice-Chancellor's Residence cum Camp office and Prof. Mool Chand Auditorium at Central University of Haryana (Mahendergarh).

Sr. No.	Description	Unit	Qty.	Unit Rate (Rs.)	Amount (Rs.)
	SCHEDULE 'A'				
A	ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT				
1	Comprehensive Maintenance of HVAC Air Conditioning System of Voltas make VRF equipment with digital scroll technology including accessories, consumable item like oil and Gas etc. for 01 (one) year starting from 01.03.2019.				
1a	First year	hp	*		
	Total of Schedule 'A'				
	SCHEDULE 'B'				
B	ANNUAL OPERATION CONTRACT				
2	Operation of HVAC Air Conditioning System of Voltas make VRF equipment with digital scroll technology for 01 (one) year starting from 01.03.2019.				
2a	For First year	hp			
	SCHEDULE 'C'				
C	WORKS				
3	Maintenance of HVAC Electrical L.T. Panel (including Main Incomer MCCB) of all sizes at site, LT MCCB's, LT Cables, MCB's, earthings required to let the electrical system in healthy condition required for satisfactory working of HVAC system conform to the relevant IS.	LS			
	Total of Schedule 'C'				
	Total Cost of Work 'A' + 'B' + 'C'				

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Total cost of work (Rs. In words): _____.

Note: -

1. The rates quoted above, for all the items, shall be based on the details mentioned in Scope of Work.
2. Rate quoted by the tenderer shall be firm & inclusive of all taxes and duties leviable. The price shall include loading, unloading, handling of material, banker's charges, Insurance premiums, any fee to comply statutory labour laws and other incidental charges etc.
3. Operation of 2023 hp system shall commence from 01/02/2019.

Signature of the Tenderer(s)

Address:

Date:

Signature of Contractor





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