



GURU GOBIND SINGH INDRAPRASTHA UNIVERSITY
SECTOR-16 C, DWARKA, NEW DELHI-110 078

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NOTICE INVITING e-TENDER

Online tenders for and on behalf of the GGSIPU are invited in two bids system (Eligibility & Price Bid) from specialized agencies dealing with maintenance of Air Conditioners & Refrigerators as per detail given below:-

NIT No.	Name of Work & Location	Estimated Cost of the Work	Earnest Money Deposit	Last Date & Time of Submission of Bid Online	Last Date & Time of Submission of Copy of Uploaded Documents	Time & Date of Opening of Eligibility Bid
1	2	3	4	5	6	7
GGSIU/GA/AMC/AC/2018-19/(2)	Name of Work: Comprehensive Annual Maintenance Contract of Air Conditioners & Refrigerators and shifting/installation of these equipments	Rs.7,00,000/-	Rs. 35,000/-	Upto 17/12/2018 (15:00 hrs)	Upto 17/12/2018 (15:00 hrs)	17/12/2018 at 15:30 hrs

1. The work involves '**Comprehensive Annual Maintenance of Split/Window Air Conditioners & Refrigerators (Including all parts and consumables along with two (02) services in a year) and shifting / installation of these equipments.**
2. The specialized agencies that fulfill the following requirements shall be eligible to apply (Joint ventures are not accepted):
 - a) Should have satisfactorily completed the works as mentioned below during the last 7 years ending last day of receipt of tender
Three similar works each costing not less than Rs.2,80,000/- or Two similar works each costing not less than Rs.4,20,000/- or One similar work costing not less than Rs.5,60,000/-.
The value of executed work shall be brought to current costing level by enhancing the completion value of work at simple rate of 7% per annum calculated from date of completion upto last date of submission.

10. **Self attested copy of List of Documents to be scanned and uploaded within the period of bid submission:-**
- a) EMD in favour of the Registrar, GGSIPU.
 - b) Copy of Performance certificate alongwith Work Award Letter issued by officers of the client department of the rank of Executive Engineer or equivalent regarding the works as mentioned below during the last 7 years ending last day of receipt of tender

Three similar works each costing not less than Rs.2,80,000/- or Two similar works each costing not less than Rs.4,20,000/- or One similar work costing not less than Rs.5,60,000/ alongwith work award letter.
 - c) Copy of valid PAN Card.
 - d) Copy of valid GST Registration No.
 - e) Copy of Registration of the Firm from local authority.
 - f) An affidavit on non-judicial stamp paper of Rs.10/- attested by public notary/executive magistrate for not subletting the work mentioned that. *"I/we undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in GGSIPU in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the University shall be free to forfeit the entire amount of Earnest Money Deposit / Performance Guarantee."*
 - g) Form 26 A / TDS certificate issued by client.
 - h) Declaration for fair business by the contractor / agency on Non-Judicial Stamp Paper of Rs.10/- duly attested by Notary/Magistrate (**Annex- 'B'**).
 - i) An affidavit on non-judicial stamp paper of Rs.10/- attested by public notary/executive magistrate that the firm has not been blacklisted by any organization in last 7 years.
 - j) Letter of Transmittal (**Annex- 'A'**)
11. Earnest Money Deposit amounting to **Rs.35,000/-** in the form of **FDR/Bank Guarantee (BG)** in favour of Registrar GGSIPU, New Delhi (**Validity of FDR/BG should be 135 days**) shall be scanned and uploaded to the e-tendering website within the period of tender submission and original should be deposited in office of Deputy Registrar, General Administration Branch, Room No. 36, Administrative Block, GGSIPU, Sector-16C, Dwarka Campus, New Delhi-110078 before or on due date of submission of bid.
12. The bid of the firm uploading the incomplete or illegible documents will be summarily rejected.

-sd-
(Deputy Registrar)
General Administration Branch

13. **Payment of Bid Security (Earnest Money Deposit):** The EMD shall be in the form of FDR/Bank Guarantee (BG) of a scheduled bank issued in favour of the "Registrar, GGSIPU" payable at New Delhi (**Validity of FDR/BG should 135 days**). Xerox copy of the FDR/BG is to be scanned and uploaded alongwith the Bid, and the original FDR/BG shall be sent to the office of Deputy Registrar, GGSIPU so as to reach before the date and time mentioned in NIT. Failure to furnish the original FDR/BG as EMD and other documents before date and time mentioned in NIT will entail rejection of bids.
14. **Price Bid Opening:** The Price Bids will be opened online by the inviting officer of GGSIPU at the specified date & time and the result will be displayed on the <http://govtprocurement.delhi.gov.in> which can be seen by all the bidders who participated in the tenders.
15. **Processing of Tenders:** The concerned officer / officers will evaluate and process the tenders as done in the conventional tenders and will communicate the decision to the bidder online.
16. **Participation of Bidders at the time of opening of bids:** Bidders have two options to participate in tendering process at the time of opening of bids:
 - i) Bidders can come to the place of opening of bids (electronically) as done in the conventional tender process.
 - ii) Bidders can see the process online.
17. **Signing of Agreement:** After the award of the contract, an agreement shall be signed on non-judicial stamp paper of Rs.100/- as done in conventional tenders.
18. **Mode of selection:** The University may consider L1 bidder on the basis of total of overall rates quoted by the firms for the comparison.
19. **CAMC Period:** The time period for this CAMC will be one (01) year from the date of acceptance of award of work which can further be extended on the same rates, terms & conditions on yearly basis upto two (02) years on mutual consent.



GURU GOBIND SINGH INDRAPRASTHA UNIVERSITY

Tender Document

Name of Work: Comprehensive Annual Maintenance Contract of Air Conditioners and Refrigerators and shifting/installation of these equipments

before date of start of work, the University shall be free to forfeit the entire amount of Earnest Money Deposit / Performance Guarantee.

2. Definitions

- a) The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the Competent Authority on behalf of the GGSIPU and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Officer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- b) In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:
 - i) The expression works or work shall, unless there be something either in the subject or context repugnant to such work, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - ii) The Site / Location shall mean the places where work is to be executed under the contract.
 - iii) The Agency / Contractor / Tenderer shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assigns of such individual, firm or company.
 - iv) The GGSIPU means the Guru Gobind Singh Indraprastha University represented by the Registrar and his successors. The University has been established by Govt. of NCT of Delhi under the provision of Guru Gobind Singh Indraprastha University Act, 1998. The University is recognized by the University Grant Commission (UGC), India under Section 2(f) and 12(b) of the UGC Act.
 - v) The Competent Authority / Officer-In-Charge shall mean the Registrar, GGSIPU or his authorized representative.
 - vi) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers, with the amendments thereto issued upto the date of receipt of the tender.
 - vii) Department means Guru Gobind Singh Indraprastha University or authorized by GGSIPU to work on their behalf.
 - viii) District Specifications means the specifications followed by the State Government in the area where the work is to be executed.
 - ix) Tendered value means the value of the entire work as stipulated in the letter of award.

7. The bid document consisting of the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <http://govtprocurement.delhi.gov.in> or www.ipu.ac.in free of cost.
8. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
9. Contractor can upload documents in the form of **PDF** format (in clear image/readable).
10. Contractor must ensure to quote rate of each item. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
11. Eligibility bid will be opened first on due date and time as mentioned above. Price bid of only those bidders shall be opened whose eligibility documents are found in order and approved by Competent Authority. Time and date of opening of price bid will be intimated to those bidders who are found eligible.
12. **Self attested copy of List of Documents to be scanned and uploaded within the period of bid submission:-**
 - a) EMD in favour of the Registrar, GGSIPU.
 - b) Copy of Performance certificate alongwith Work Award Letter issued by officers of the client department of the rank of Executive Engineer or equivalent regarding the works as mentioned below during the last 7 years ending last day of receipt of tender

Three similar works each costing not less than Rs.2,80,000/- or Two similar works each costing not less than Rs.4,20,000/- or One similar work costing not less than Rs.5,60,000/- alongwith work award letter.
 - c) Copy of valid PAN Card.
 - d) Copy of valid GST Registration No.
 - e) Copy of Registration of the Firm from local authority.
 - f) An affidavit on non-judicial stamp paper of Rs.10/- attested by public notary/executive magistrate for not subletting the work mentioned that. *"I/we undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in GGSIPU in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the University shall be free to forfeit the entire amount of Earnest Money Deposit / Performance Guarantee."*
 - g) Form 26 A / TDS certificate issued by client.
 - h) Declaration for fair business by the contractor / agency on Non-Judicial Stamp Paper of Rs.10/- duly attested by Notary / Magistrate (**Annex- 'B'**).
 - i) An affidavit on non-judicial stamp paper of Rs.10/- attested by public notary/executive magistrate that the firm has not been blacklisted by any organization in last 7 years.
 - j) Letter of Transmittal (**Annex- 'A'**)

26. Intending Tenderers are advised, if wish, can visit the University after obtaining prior permission to see the Air Conditioners and Refrigerators to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the form and nature of the site, the means of access to the site and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost the services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and local conditions and other factors having a bearing on the execution of the work.
27. The Competent Authority on behalf of the Registrar of GGSIPU, does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
28. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
29. The Competent Authority on behalf of the Registrar, GGSIPU reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
30. The contractor shall not be permitted to tender for works in the GGSIPU, responsible for award and execution of contracts in which his near relative is posted in General Administration Branch, GGSIPU in any capacity. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in GGSIPU, Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this department.
31. No Officer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of Government is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
32. The tender for the works shall remain open for acceptance for a period of **ninety days** from the date of opening of technical bid. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the

GENERAL RULES AND DIRECTIONS

1. Notice Inviting e-Tender will state the work to be carried out as well as the date for submission and opening of tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited at the time of submission of tender.
2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the Schedule of Quantity form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tenders for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.
5. The officer inviting tender or his duly authorized representatives will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded at the time of purchase of tender shall thereupon be given to the contractor. In the event of a tender being rejected, the earnest money of unaccepted tenders shall thereupon be returned to the contractor, without any interest.
6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized cashier.
8. The tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them. Use of correction fluid, anywhere in tender document is not permitted. Such tender is liable for rejection.

CONDITIONS OF CONTRACT

1. While working/servicing the equipments, agency should protect the floors, walls and door etc.
2. No extra charges shall be paid by the University for any kind of transportation.
3. In case the firm does not respond within the stipulated time as per clause 3 (b) of Tender Document (Scope of Work) after receiving telephonic/written complaint and fails to make the machine/equipment functional, liquidated damage would be recovered from the contractor's bill at the rate of Rs.500/- (Rupees five Hundred) per working day for each complaint subject to maximum 05 (five) working days after receiving the complaint otherwise repair will be done from open market and the amount (i.e. penalty of 04 days and repair cost) will be deducted from the bill.
4. All disputes are subject to the jurisdiction of the Court in the City of Delhi.
5. In the event of cancellation of contract by the contractor in any case, University reserves the right to forfeit the performance guarantee deposited by the agency without any notice.
6. The work has to be done carefully so that no damages occur, however, otherwise, liquidated damages will be recovered from the contractor.
7. The agency will be solely responsible for safe & secure transit of goods to the satisfaction of the University. In event of any damages, the loss will be charged by the University in any manner as deemed fit by the University.
8. The agency is required to take all safety and security measures of men and materials.
9. The agency shall indemnify University against all loses, it has suffered during any accident/incident during the execution of this job.
10. All associated activities required for obtaining necessary clearances, permissions, approvals, all licenses from local bodies etc. required for execution of this work shall be responsibility of the agency and cost of which shall be deemed to be included in the rates.
11. Any time after award of work, University may abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the work to be carried out, the agency shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosure of the whole or part of the work.
12. In all matters, the orders/ interpretation of the Competent Authority of the University shall be final & binding on the Agency.
13. The agency will have obtain certificate of satisfactory performance of the Air Conditioners/Refrigerators from the user departments/schools of the University for the claim period of Comprehensive Annual Maintenance Contract failing which payment shall not be released.

27. After completion of work the contractor shall handover the complete installation and its accessories in healthy conditions to the department. Any defect/ shortcoming/missing parts noticed at the time of handing over shall be made good by the contractor.
28. The contractor is fully responsible for safety and conduct of his representative.
29. The contractor shall furnish name & contact number of the person, who should be contacted during emergency. The contractor should have telephone facility round the clock for immediate contact.
30. The University reserves the right to terminate the contract in full or part, as required, without assigning any reason.
31. The contractor shall replace the staff, in the event of misconduct by him or as directed by in-Charge or his authorized representative.
32. All workers of the agency shall be in proper neat & clean uniform having name / logo of the firm and the agency shall issue identify cards to all workers, copy of the same shall also be issued to University and should also be kept with himself.
33. Payment will be made on quarterly basis, after producing satisfactory report from user department (in the prescribed format). Income-tax, TDS and other statutory levies, as applicable from time to time, shall be deducted from the bills for which certificate can be issued by the GGSIPU on request.
34. Rates shall remain fixed and valid during the period of contract. This office will not entertain any claim on account of any tax for the material used for executing the work awarded under the contract and all such taxes should be paid by the firm itself. TDS and any other Government levies applicable on bill as per instructions issued by Govt. of India / Govt. of NCT of Delhi from time to time shall be deducted.
35. A report (when required) (in the prescribed format) of all Air conditioners and Refrigerators prepared by the contractor and submit the same in General Administration Branch.

36. Arbitration and Settlement of Disputes:

23.1 University and the contractor shall make every effort to resolve amicably by direct information negotiation by difference or dispute arising between them under or in connection with the University order.

23.2 If after thirty (30) days from the commencement of such informal negotiations, University and the contractor have been unable to resolve amicably the dispute, either party may require that the dispute be referred for resolution to the formal mechanisms as specified hereunder:

23.2.1 Any dispute or differences whatsoever arising between the parties out of or relating to the manufacturing, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties. The sole arbitrator shall be appointed by the Vice Chancellor, GGS Indraprastha University.

LETTER OF TRANSMITTAL

From,

M/s _____

To,

The Registrar,
GGSIP University,
Sector- 16C, Dwarka,
New Delhi-110078

Sub: Submission of tender document for the engagement of agency for Comprehensive Annual Maintenance of Air Conditioners and Refrigerators and shifting/installation of these equipments at Dwarka Campuses of GGSIP University.

Sir,

Having examined the details given in tender document for the above work, I / we have submitted bid online and hereby submit the relevant information:

1. I / we hereby certify that all the statement made and information supplied in the enclosed annexures / forms accompanying statement are true and correct.
2. I / we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I / we also authorize the GGSIPU to approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. I / we have read and examined the NIT, all terms & conditions and other contents of tender document.

SEAL, SIGNATURE & NAME OF THE CONTRACTOR

DECLARATION FOR FAIR BUSINESS BY THE AGENCY

(Affidavit on Non-Judicial Stamp Paper of Rs.10/- duly attested by Notary / Magistrate)

This is to certify that We, M/s _____ in submission of this offer confirm that:-

- i) We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements;
- ii) We do not have records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
- iii) Business has not been banned with us by any Central / State Government Department/ Public Sector Undertaking or Enterprise of Central / State Government.
- iv) We have submitted all the supporting documents and furnished the relevant details as per prescribed format.
- v) The information and documents submitted with the tender by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.
- vi) We understand that in case of any statement/information/document furnished by us or to be furnished by us in connection with this offer is found to be incorrect or false, our EMD in full will be forfeited and business dealings will be banned.
- vii) We have not been punished / penalized by way of imprisonment in last three years.
- viii) We have not been blacklisted/debarred by any of the Government/Public Sector Agency in last seven years.

SEAL, SIGNATURE & NAME OF THE CONTRACTOR

**FORM OF PERFORMANCE SECURITY (GUARANTEE)
BANK GUARANTEE BOND**

1. In consideration of the Guru Gobind Singh Indraprastha University (hereinafter called "The University") having offered to accept the terms and conditions of the proposed agreement between ----- and ----- (hereinafter called "the said Contractor(s)") for the work ----- (hereinafter called "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs.----- (Rupees ----- only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and condition in the said agreement. We, ----- (hereinafter referred as "the Bank") hereby undertake to (indicate the name of the Bank) pay to the University an amount not exceeding Rs.----- (Rupees ----- only) on demand by the University.
2. We, ----- do hereby undertake to pay the amounts due and (indicate the name of the Bank) payable under this guarantee without any demure, merely on a demand from the University stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.----- (Rupees ----- only).
3. We, the said bank further undertake to pay the University any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.
4. We, ----- further agree that the guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the University under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Officer-in-Charge on behalf of the University certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We, ----- further agree with the University that the University (indicate the name of the Bank) shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said

CHECK LIST

(All the documents mentioned below to be uploaded online in PDF format with clear image/readable)

Sl. No.	As per Tender Document	Eligibility Conditions/List of Document which is scanned and uploaded	Please Tick (√)
1.	Para 18 of Tender Document	Copy of EMD – Rs.35,000/- (in the form of FDR/Bank Guarantee (BG) original shall be submitted in the O/o Deputy Registrar, GA	
2.	As per Para 12(b) of Tender Document	Copy of Performance certificate alongwith Work Award Letter (as mentioned in para 12 (b) of Tender Document) during the last 7 (Seven) years ending last day of receipt of tender.	
3.	12 (c)	Copy of valid PAN No.	
4.	12 (d)	Copy of valid GST Registration No.	
5.	12 (e)	Copy of valid Registration of the Firm from local Authority.	
6.	12 (f)	Affidavit for opening of price bid, the bidders shall have to furnish an affidavit. (I/We undertake and confirm that similar..... EMD/Performance Guarantee) as mentioned in para 12 (f) of Tender Document.	
7.	12 (g)	Form 26A/TDS Certificate	
8.	12 (h)	Affidavit for declaration of fair business by the contractor/agency (Annex. 'B')	
9.	12 (i)	Affidavit for not blacklisted by any organization in last 07 (Seven) years	
10.	12 (j)	Letter of Transmittal (Annex. 'A')	

(Stamp, Name & Signature of Bidder)