



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

Tel. No. 011-25302138/139
Website: www.ipu.ac.in, Email: gaipudwarka@gmail.com

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 & Water Coolers 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
GGSSIPU/GA/AMC/AC/2014-15/(2)	Name of Work: Comprehensive Annual Maintenance Contract of Air Conditioners, Refrigerators & Water Coolers and shifting/installation & supply of parts/items of these equipments	Rs.30,00,000/-	Rs. 1,50,000/-	Upto 17/06/2015 (15:00 hrs)	Upto 17/06/2015 (15:00 hrs)	17/06/2015 at 15:30 hrs

1. The work involves ‘**Comprehensive Annual Maintenance of Split/Window Air Conditioners, Refrigerators & Water Coolers (Including all parts and consumables along with three services in a year) and shifting / installation & supply of parts / items 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. 12,00,000/- or Two similar works each costing not less than Rs. 18,00,000/- or One similar work costing not less than Rs. 24,00,000/.

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.

Similar works shall mean 'Comprehensive Annual Maintenance of Split/Window Air Conditioners, Refrigerators & Water Coolers (Including all parts and consumables).

In case of private establishment, copy of form 26A / TDS certificate issued by client for same work shall be submitted.

Copies of performance certificate issued by the officers of the client department of the rank of Executive Engineer or equivalent will have to be submitted. Performance certificate must indicate date of completion, nature of work (to establish similar work), name and address of client, value (completion) of work.

- b) Should have valid PAN No.
- c) Should have valid Service Tax Registration No.
- d) Should have DVAT Registration No.
- e) Should have valid Registration of Firm from local authority.
- f) Should have not been blacklisted by any organization in last 7 years.
- g) To become eligible for opening of price bid, the bidders shall have to furnish an affidavit as under:-

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.

3. The intending bidder must read the terms and conditions of the bid. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
4. Information and instructions for bidders shall form part of bid document.
5. 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.
6. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
7. Contractor can upload documents in the form of **PDF** format.
8. 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).

9. 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.
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) Performance certificate issued by officers of the client department of the rank of Executive Engineer or equivalent.
 - c) Copy of valid PAN Card
 - d) Copy of valid Service Tax Registration No.
 - e) Copy of DVAT Registration No.
 - f) Copy of Registration of the Firm from local authority.
 - g) Affidavit for not subletting the work.
 - h) Form 26 A / TDS certificate issued by client.
 - i) Declaration for fair business by the contractor / agency.
 - j) An affidavit that the firm has not been blacklisted by any organization in last 7 years.
11. Earnest Money Deposit amounting to Rs. 1,50,000/- in the form of Demand Draft or Pay Order or Fixed Deposit Receipt in favour of Registrar GGSIPU, New Delhi 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 alongwith the hard copies of all uploaded documents 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.

Deputy Registrar
General Administration Branch

**INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR
e- TENDERING FORMING PART OF NIT**

1. Information and instructions for contractors will form part of NIT.
2. The tender document as uploaded can be viewed and downloaded free of cost by anyone including intending bidder. But the bid can only be submitted after uploading the mandatory scanned documents.
3. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
4. When bids are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.
5. On opening date, the contractor can login and see the bid opening process.
6. Contractor can upload documents in the form of **PDF** format.
7. It is mandatory to upload scanned copies of all the documents as stipulated in the tender document. If such document is not uploaded his bid will become invalid and shall be rejected.
8. If the contractor is found ineligible after opening of bids, his bid shall become invalid and shall be rejected.
9. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the contractor, the bid shall become invalid and shall be rejected.
10. Contractor must ensure to quote rate of each item.
11. **Payment of Cost of Tender Documents:** The collection of cost of tender document is dispensed away with, as there is no physical supply of tender documents and also to have absolute anonymity of the bidders participating in e-procurement solution. The bidders can view / download the tender documents from the website **<http://govtprocurement.delhi.gov.in> or www.ipu.ac.in.**
12. **Submission of bids:** The bidders who are desirous of participating in 'e' procurement shall submit their price bids in the standard formats prescribed in the tender documents, displayed at **<http://govtprocurement.delhi.gov.in>**. The bidder should upload the scanned copies of all the relevant certificates, documents etc. in the **<http://govtprocurement.delhi.gov.in>** in support of their price bids. The bidder shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness/authenticity.
13. **Payment of Bid Security (Earnest Money Deposit):** The EMD shall be in the form of Demand Draft / Pay Order / FDR of a scheduled bank issued in favour of the Registrar, GGSIPU, New Delhi. Zerox copy of the Demand Draft / Pay Order / FDR is to be scanned and uploaded alongwith the Bid, and the original Demand Draft / Pay Order / FDR 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 Demand Draft / Pay Order / FDR 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 as done in conventional tenders.

INDEX

Name of Work: **Comprehensive Annual Maintenance Contract of Air Conditioners, Refrigerators & Water Coolers and shifting/installation & supply of parts/items of these equipments.**

Sl. No.	Description	Page No.
1.	Notice Inviting e-Tender for Website	1-3
2.	Information and Instructions for Contractors for Tendering Forming Part of NIT	4-5
3.	Notice Inviting e-Tender	7-14
4.	General Rules and Directions	15-16
5.	Conditions of Contract	17
6.	Special Conditions	18-19
7.	Letter of Transmittal	20
8.	Schedule of Quantities	21-22
9.	Declaration for Fair Business by the Contractor / Agency	23
10.	Form of Performance Security	24-25



GURU GOBIND SINGH INDRAPRASTHA UNIVERSITY

Tender Document

Name of Work: Comprehensive Annual Maintenance Contract of Air Conditioners, Refrigerators & Water Coolers and shifting/installation & supply of parts/items of these equipments

NOTICE INVITING e-TENDER

Online tenders are invited on behalf of GGSIPU from specialized agencies dealing in maintenance of Air Conditioners, Refrigerators & Water Coolers:-

Name of Work: Comprehensive Annual Maintenance Contract of Air Conditioners, Refrigerators & Water Coolers and shifting/installation & supply of parts/items of these equipments

The work is estimated to cost of **Rs. 30,00,000/-**. This estimate, however, is given merely as a rough guide.

1. Eligibility Criteria : 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. 12,00,000/- or Two similar works each costing not less than Rs. 18,00,000/- or One similar work costing not less than Rs. 24,00,000/.

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.

Similar works shall mean 'Comprehensive Annual Maintenance of Split/Window Air Conditioners, Refrigerators & Water Coolers (Including all parts and consumables)

In case of private establishment, copy of form 26A / TDS certificate issued by client for same work shall be submitted.

Copies of performance certificate issued by the officers of the client department of the rank of Executive Engineer or equivalent will have to be submitted. Performance certificate must indicate date of completion, nature of work (to establish similar work), name and address of client, value (completion) of work.

- b) Should have valid PAN No.
- c) Should have valid Service Tax Registration No.
- d) Should have DVAT Registration No.
- e) Should have valid Registration of the Firm from local authority.
- f) Should not have been blacklisted by any organization in last 7 years.
- g) To become eligible for opening of price bid, the bidders shall have to furnish an affidavit as under:-

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.

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 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.

3. Scope of Work

- a) Comprehensive Annual Maintenance of Air Conditioners, Refrigerators and Water Coolers includes three servicing (once in each quarter), all kind of spare parts and cooling gases unless and otherwise specified in the items of work, oiling, cleaning, greasing, checking of gas pressure, maintaining correct temperature etc. This will also include compressor wherever specifically mentioned in the BOQ. Only genuine/branded spare parts with BIS marking/OEM will be used as a replacement.

The agency/contractor shall ensure that the reported breakdown/complaint is attended to and the equipment / machine is made functional immediately, within eight working hours of receipt of calls/complaints.

The contractors shall be responsible for servicing, cleaning and repair and replacement of all defective components with originals including body repair / painting of ACs / Refrigerators / Water Coolers when ever required and the rates quoted shall be inclusive of such services, parts and consumables. The maintenance job will include the following:-

- i) Serviceability of Air Conditioners, Refrigerators and Water Coolers at 100% satisfaction level at all hours.
 - ii) Maintenance of ACs, Refrigerators and Water Coolers will include periodic servicing/cleaning, gas charging, repair of all minor and major components including body repair/painting whenever necessary.
 - iii) Repair of compressor will be undertaken in workshop of original manufacturers of the compressor so as to ensure the originality of ACs/Refrigerator/Water Cooler. In case replacement of compressor is required, the new compressor will be of original manufacturer to ensure originality of ACs/Refrigerator/Water Cooler.
 - iv) The noise level of the ACs/Refrigerator/Water Coolers should be kept/maintained at acceptable standard level/decibels.
 - v) The contractor/agency shall provide standby, if repair of any equipment/machine is delayed for any reason by more than three working days.
 - vi) ACs/Refrigerators/Water Coolers or parts of ACs/Refrigerators/Water Coolers are required to be taken out by the agency from the University for repair/replacement, no transportation charges shall be paid by the University. The agency shall arrange its own transportation and prior approval required from the concern department for this.
- b) Shifting/Installation of Air Conditioners, Refrigerators and Water Coolers.
- c) Supply of parts/items of Air Conditioners, Refrigerators and Water Coolers.
4. The contractor is required to render services through his skilled staff, tools/safety measures etc. to maintain the installation/servicing/equipments efficiently.

5. The intending bidder must read the terms and conditions of the bid. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
6. Information and instructions for bidders shall form part of bid document.
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.
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) Performance certificate issued by officers of the client department of the rank of Executive Engineer or equivalent.
 - c) Copy of valid PAN Card
 - d) Copy of valid Service Tax Registration No.
 - e) Copy of DVAT Registration No.
 - f) Copy of Registration of the Firm from local authority.
 - g) Affidavit for not subletting the work.
 - h) Form 26 A / TDS certificate issued by client.
 - i) Declaration for fair business by the contractor / agency.
13. The bid of the firm uploading the incomplete or illegible documents will be summarily rejected.
14. Agreement shall be drawn with the successful bidder on stamp paper of Rs. 100/-. The bid document shall form part of the agreement.
15. The agreement shall be valid for two year from the date of award of the work. The University reserves the right to get the work executed as and when required with a short notice of 2 (two) days.
16. After submission of the bid, the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.

17. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
18. Earnest money deposit amounting to **Rs. 1,50,000/-** in the form of Demand Draft or Pay order or fixed deposit receipt (**drawn in favour of Registrar GGSIPU, New Delhi**) 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 GGSIPU, Sec 16C Dwarka Campus New Delhi-110078** in separate envelope marked 'EMD'.
19. Documents shall be scanned and uploaded on e-tendering website within the period of tender submission. Copies of these documents shall be submitted in envelope marked as other eligibility documents upto the period of submission.
20. Both the envelopes i.e. envelope marked EMD and envelope marked other eligibility documents shall be placed in another envelope with due mention of name of work, date & time of opening of tenders and to be submitted in the office of Deputy Registrar, General Administration GGSIPU, New Delhi, upto the period for submission.
21. In case of non submission of original EMD, the bidder shall be considered as ineligible.
22. Eligibility bid of only those bidders will be opened whose EMD is found in order.
23. **The bid submitted shall be opened at 03.30 P.M. on 17/06/2015.**
24. Online price bid submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit and other documents placed in the envelope are found in order and meets the eligibility criteria.
25. The bid submitted shall become invalid if:
 - a) The bidder is found ineligible.
 - b) The bidder does not upload all the documents as stipulated in the bid document.
 - c) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically in the office of tender opening authority.
 - d) If the bidder does not submit hard copies of other documents and /or EMD in original before the last date as notified.
26. The contractor whose tender is accepted shall be required to deposit an amount equal to 5% of the tendered value of the work as performance guarantee within the period as specified in the bid document in the form of an irrevocable bank guarantee bond of any scheduled bank in accordance with the form prescribed, fixed deposit receipt or demand draft in favour of Registrar, GGSIPU. The security deposit shall be released after issue of completion certificate from the competent authority and issue of certificate from the Deputy Registrar, GA that the work has been completed satisfactorily and there is no damage to the any unit (AC/Refrigerator/Water Cooler) and there is no damage to the floors, walls etc.
27. Intending Tenderers are advised, if wish, can visit the University after obtaining prior permission to see the Air Conditioners, Refrigerators & Water Coolers 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.

28. 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. The tender for the works shall remain open for acceptance for a period of **ninety days** from the date of opening of financial 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 department, then the GGSIPU shall, without prejudice to any other right or remedy, be at

liberty to forfeit 50% of the said earnest money as aforesaid. Further, the tenderer shall not be allowed to participate in the re-tendering process of the work.

34. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of the Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming the part of the tender as uploaded at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

Deputy Registrar
General Administration

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.

9. In the case of any tender where unit rate of any item / items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
10. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Officer-in-Charge shall be communicated in writing to the Officer-in-Charge.
11. VAT, Service Tax, or any other tax in respect of this contract shall be payable by the Contractor and GGSIPU will not entertain any claim whatsoever in respect of the same.
12. The contractor shall give a list of both gazetted and non-gazetted GGSIPU employees related to him.
13. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary 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 and fails to make the machine functional, liquidated damage would be recovered from the contractor's bill at the rate of Rs. 500/- per day for each complaint.
4. All disputes are subject to the jurisdiction of the Court in the City of Delhi.
5. In the event of cancellation of contract, 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 losses, 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 works 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/Water Coolers from the head of department of the schools/departments for the claim period of Comprehensive Annual Maintenance Contract failing which payment shall not be released.

SPECIAL CONDITIONS

1. The contractor or his authorized representative should always be available at the site of work to take instructions from the Competent Authority and ensure proper execution of work.
2. No work shall commence in the absence of contractor's authorized representative.
3. The contractor shall execute the different items simultaneously, as far as possible, so that minimum breakage and repairs are involved.
4. The contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants of adjacent properties and to the public in general and to prevent any damage to such properties and any pollution of environment and waterways.
5. Contractor shall make good at his own cost and to the satisfaction of the Officer-in-Charge, any damage to public or private property whatsoever caused by the execution of the work or by traffic brought thereon by the contractor. Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants/users of adjoining buildings.
6. The site may be at one or more places within the campus and at any other location in Delhi for which nothing extra shall be paid.
7. The contractor shall be bound to follow the instruction and restrictions imposed by the Administration / Police Authorities on the working and movement of labour / material / vehicles etc and nothing extra shall be paid on this account.
8. The contractor will follow all electricity safety rules and also the required safety precautions while doing work on the equipments. The contractor will also arrange to supply all safety equipments required for maintenance/servicing/installation/un-installation of equipments.
9. Dismantle parts shall be returned to department in full quantity.
10. The tenderers are advised to visit the site of work to acquaint themselves with the type and details of works and may take the all knowledge of the equipments, risks, contingencies involved in the work and all minor details not mentioned in the list attached, but the same shall be the part of contract. No extra claim on this aspect shall be entertained.
11. Any damage to the installation or building during repairs /maintenance of system shall be made good by the firm and no extra cost shall be paid on this account.
12. After carrying out the schedule maintenance/repairs, the firm has to clean the site of work.
13. The agency has to follow the security restrictions as laid down by security agency and nothing extra shall be paid on account of idle labour.

14. 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.
15. The contractor is fully responsible for safety and conduct of his representative.
16. 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.
17. The University reserves the right to terminate the contract in full or part, as required, without assigning any reason.
18. The contractor shall replace the staff, in the event of misconduct by him or as directed by in-Charge or his authorized representative.
19. 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.
20. 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.
21. 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.

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, Refrigerators & Water Coolers and shifting/installation & supply of parts/items 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

SCHEDULE OF QUANTITY

Name of Work: Comprehensive Annual Maintenance Contract of Air Conditioners, Refrigerators & Water Coolers at Dwarka Campus of GGSIP University.

S. No.	Details of Works/Job	Qty	Unit	Rate in Figures (Rs)	Rate in Words (Rs)	Total Amount (Rs.)
1.	Comprehensive Annual Maintenance of Air Conditioners, Refrigerators and Water Coolers including all parts and consumables along with three services in a year unless otherwise specified					
(I)	Air Conditioners Make-LG/ Voltas/Bluestar/Videocon/Amtrex etc.					
	(i) Window AC 1.5 Ton					
	(a) With Compressor	20	Each per year			
	(b) Without Compressor	05	Each per year			
	(ii) Window AC 2 Ton					
	(a) With Compressor	28	Each per year			
	(b) Without Compressor	05	Each per year			
	(iii) Split AC 1.5 Ton					
	(a) With Compressor	31	Each per year			
	(b) Without Compressor	123	Each per year			
	(iv) Split AC 2 Ton					
	(a) With Compressor	106	Each per year			
	(b) Without Compressor	05	Each per year			
	(v) Cold Room (Cooling System-2 Ton)	1	Each per year			
(II)	Refrigerators/Freezers Make- Godrej/LG/ Whirlpool/Samsung/Vestfrost etc.					
	(i) Single Door Refrigerator/Freezer (Capacity 90-300 Ltr.)					
	(a) With Compressor	30	Each per year			
	(b) Without Compressor	07	Each per year			
	(ii) Double Door Refrigerator/Freezer (Capacity 220-800 Ltr.)					
	(a) With Compressor	16	Each per year			
	(b) Without Compressor	05	Each per year			
(III)	Water Coolers Make- Bluestar/Voltas/Sidwal etc.					
	(i) Water Coolers (Capacity 101-200 Ltr.)					
	(a) With Compressor	47	Each per year			
	(b) Without Compressor	05	Each per year			

S.No.	Details of Works/Job	Qty	Unit	Rate In Figures (Rs)	Rate in Words (Rs)	Total Amount (Rs.)
2.	Shifting/Installation of Air Conditioners					
(I)	Air Conditioners					
	(i) Shifting/Installation charges complete with wooden work (if required) of window AC 1.5/2.0 ton with wiring, power plug etc	16	Each			
	(ii) Shifting/Installation charges complete with wooden work (if required) of Split AC 1.5/2.0 ton with wiring, power plug etc	40	Each			
3.	Supply of parts / items of AC, Refrigerators and Water Coolers (Make/Brand : Blue Star/Voltas/LG/Videocon/Amtrex)					
(I)	Air Conditioners					
	(i) Window AC 1.5/2.0 Ton					
	(a) Electrical wire (3 Core/4 Core)-2.5 m.m. (Make/Brand – Finolex/Havells/Skytone)	500	Per Mtr			
	(b) Remote	20	Each			
	(c) Air Filter	20	Each			
	(d) Drainage Tray	50	Each			
	(ii) Split AC 1.5/2 Ton					
	(a) ¼” Copper Pipe (Make/Brand – FRLS)	500	Per Mtr			
	(b) ½” Copper Pipe (Make/Brand – FRLS)	500	Per Mtr			
	(c) Insulation Sleeve	500	Per Mtr			
	(d) PVC Conduits Pipe 20mm (Make/Brand - AKG/BEC/NIC/Steel Kraft)	500	Per Mtr			
	(e) Cooling Coil	20	Each			
	(f) L-Mounting Brackets (for Outdoor Unit)	20	Each			
	(g) Remote	20	Each			
(II)	Refrigerators (Make/Brand : Whirlpol/LG/Godrej/Samsung/Vestfrost)					
	(i) Filter Dryer	20	Each			
	(ii) Capillary	20	Each			
	(ii) Relay	20	Each			
	(iv) PCB Circuit	20	Each			
	(v) Thermostat	20	Each			
	(vi) Condenser	20	Each			
	(vii) Freezer Box	20	Each			
	(viii) Compressor	05	Each			
(III)	Water Coolers (Make/Brand : Blue Star/Voltas)					
	(i) Tap Steel (ISI mark)	30	Each			
	(ii) Tap Plastic (ISI mark)	30	Each			
Total Amount						

Note :

1. The rates include all taxes i/c service tax.
2. The parts replaced during Comprehensive AMC shall be of the same company or above mentioned brand. If same is not available, it should be equivalent brand as approved by Deputy Registrar, GA.
3. The items which are changed/replaced, with any warranty/guarantee may be mentioned and informed.

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 fortified 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
(Signing this document)

**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 Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the University against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the University or any indulgence by the University to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We, ----- lastly undertake not to revoke this guarantee except (indicate the name of the Bank) with the previous consent of the University in writing.
8. This guarantee shall be valid upto ----- unless extended on demand by the University. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.----- (Rupees ----- only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the ----- day of ----- for ----- (indicate the name of the Bank)

Signature & Seal of Bank