



**PANDIT LAKHMI CHAND STATE UNIVERSITY OF  
PERFORMING & VISUAL ARTS, ROHTAK**

**ENGINEERING WING,  
PLCSUPVA, ROHTAK**

**Phone:-01262-660503, 9896490441      Email: registrar.supva@gmail.com**

**STANDARD BIDDING DOCUMENT  
PROCUREMENT OF  
REPAIR, OPERATION AND CMC WORK  
OF HVAC CHILLER SYSTEM  
PLCSUPVA, ROHTAK**

PART-1: COMPLETE BIDDING DOCUMENT

**Name of work: Repair, operation and CMC work of HVAC chiller system in PLCSUPVA, Rohtak.**

**DNIT Amount: Rs. 1,00,00,000/-**

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**PRESS NOTICE**

<b>PLCSUPVA, ROHTAK Notice Inviting Tender</b>	
<b>Name of Work:</b>	<b>Repair, operation and CMC work of HVAC chiller system in PLCSUPVA, Rohtak</b>
<b>Cost:</b>	<b>Rs. 1,00,00,000/-</b>
<b>Earnest Money:</b>	<b>(i) For Contractor/Supplier = Rs.2,00,000/- (ii) For L&amp;C Society = Rs.1,00,000/-</b>
<b>Time limit</b>	<b>2 months</b>
<b>Tenders to be received till: 03.00 PM on dated 23.08.2019</b>	
<b>i) The tenders will be received only through E-tendering For further details, please visit website <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a></b>	
<b>(ii) Cost of The Bid document is Rs. 5000/- (non-refundable), e- Service/processing Fees is Rs. 1000/-and Earnest Money as stated above will be deposited through online/Net banking or RTGS.</b>	
<b>(iii) The agencies should quote the rate including GST, other taxes, levies, labour cess etc., complete as applicable from time to time.</b>	

Registrar  
PLCSUPVA, Rohtak

### **DETAIL NOTICE INVITING TENDER**

**e-Tender** is invited for below mentioned items in single stage two cover system i.e. Request for Pre-Qualification/Technical Bid (online Bid under PQQ/ Technical Envelope) and Request for Financial Bid (comprising of price bid Proposal under online available Commercial Envelope):-

S r. N o	Description of work / Items	Appx. Cost (Rs. In lacs)	EMD to be deposited by Bidder	Tender Document Fee & eService Fee (Rs.)	Start Date & Time of Bid Preparation & Submission	Expiry Date & Time of Bid Preparation & Submission
1.	<b>Repair, operation and CMC work of HVAC chiller system in PLCSUPVA, Rohtak</b>	Rs. 1,00,00,000/-	Rs.2,00,000/- for Contractor/Su pplier & Rs. 1,00,000/- for society	Rs.5000/- for Tender Document fee & Rs.1000/- for e-Service fee	25.07.2019 at 05:00 PM	Upto 23-08-2019 (03:00 P.M.)

1. Detailed notice inviting tender/estimate drawing can be seen at the office of the undersigned during office hours.
2. Bidding documents available on website <https://etenders.hry.nic.in>
3. Newly enlisted contractors/societies/suppliers/manufactures should bring with them proof of their enlistment in appropriate class.
4. The bidders would submit bid through e-tendering only on the website i.e. <https://etenders.hry.nic.in>

Under this process, the Pre-qualification/ Technical online bid Application as well as online Price Bid shall be invited at single stage under two covers i.e. PQQ/Technical & Commercial Envelope. Eligibility and qualification of the Applicant will be first examined based on the details submitted online under first cover (PQQ or Technical) with respect to eligibility and qualification criteria prescribed in this Tender document. The Price Bid under the second cover shall be opened for only those Applicants whose PQQ/ Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

1. **The payment for Tender Document Fee and e-Service Fee shall be made by eligible bidders online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can be made online directly through NET BANKING/RTGS/NEFT or OTC Please refer to 'Online Payment Guideline' available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.**

2. Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://etenders.hry.nic.in> to be eligible to participate in the e-Tender. **He/She will be required to make online payment of (as mentioned above) towards EMD fee in due course of time. If The intended bidder fails to pay EMD fee with in the stipulated time frame shall not be allowed to submit his / her bid for the respective event / Tenders.**

3. The interested bidders must remit the funds at least T+1 working day (Transaction day + One working Day) in advance i.e. **on or before (as mentioned above); and make payment via NET BANKING/RTGS /NEFT or OTC to the beneficiary account number specified under the online generated challan. The intended bidder / Agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tenders at <https://etenders.hry.nic.in>.**

The interested bidders shall have to pay mandatorily e-Service fee (under document fee – Non refundable) of Rs.1000/- (Rupee One Thousand Only) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.

The Payment for document fee/ e-Service fee can be made by eligible bidders online directly through Debit Cards & Internet Banking. The Bidders can submit their tender documents (Online) as per the dates mentioned in the key dates:-

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### Key Dates

Sr. No.	Department Stage	Bidder's Stage	Start date and time	Expiry date and time
1		Tender Document Download and Bid Preparation/Submission	25.07.2019 at 05:00 PM	23.08.2019 at (03:00 P.M)
2	Technical Bid Opening		26.08.2019 at 10:00 A.M	
3	Financial Bid Opening		To be announced later	

\* Hard copy of the Technical Documents may be submitted at the office of the Registrar before the Technical Bid Opening.

#### Important Note:

- 1)The Applicants/bidders have to complete 'Application / Bid Preparation & Submission' stage at the scheduled time as mentioned above. If any Applicant / bidder fails to complete his / her aforesaid stage with in the stipulated online time schedule for this stage, his / her Application/bid status will be considered as 'Applications / bids not submitted'.
- 2)Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
- 3)Applicant/Bidder can rework on his/her bids even after completion of 'Application/Bid Preparation & submission stage' (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.
- 4)In the first instance, the online payment details of tender document fee + e-Service and EMD & PQQ/Technical Envelope shall be opened. Henceforth financial bid quoted against each of the item by the shortlisted bidder/ Agency wherever required shall be opened online in the presence of such bidders/ Agency who either themselves or through their representatives choose to be present. The bidder can submit online their bids as per the dates mentioned in the schedule/Key Dates above.

The bids shall be submitted online in two separate envelopes:

#### Envelope 1: Technical Bid

The bidders shall upload the required eligibility & technical documents online in the Technical Bid.

#### Envelope 2: Commercial Bid

The bidders shall quote the prices in price bid format under Commercial Bid.

#### CONDITIONS: -

1. The tenderer will keep in touch with the University Web site for any change in the NIT/DNIT till the last date/revised last date of sale of tender and incorporate such changes in NIT/DNIT and the tender bids.
2. DNIT & prequalification criteria can be seen on any working day during office hours in office of the undersigned.
3. Conditional tenders will not be entertained & are liable to be rejected.
4. In case the day of opening of tenders happens to be holiday, the tenders will be opened on the next working day. The time and place of receipt of tenders and other conditions will remain unchanged.
5. The PLCSUPVA, Rohtak reserves the right to reject any tender or all the tenders without assigning any reasons.
6. The societies shall produce an attested copy of the resolution of the Co-operative department for the issuance of tenders.
7. The tender without earnest money/bid security will not be opened.
8. In case of any dispute, The Jurisdiction of court will be at **Rohtak**.
9. The tender of the bidder who does not satisfy the qualification criteria in the bid documents is liable to be rejected summarily without assigning any reason and no claim whatsoever on this account will be considered.
10. The bid for the work shall remain open for acceptance during the bid validity period to be reckoned from the last date of submission of the tender. If any bidder/tenderer withdraws his bid/tender before the said period or makes any modifications in the terms and conditions of the bid, during the fix validity period, the earnest money shall stand forfeited. Bids shall be valid for 120 days from the date of bid closing i.e. from the last date of manual submission of EMD. In case the last day to accept the tender

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happens to be holiday, validity to accept tender will be the next working day.

11. Contractor/Agency/Society\_\_\_\_\_.

12. Any work, here tendered, may be withdrawn from further processing at any stage at the discretion of the competent authority without assigning any reason.

13. Engineer-in-Charge is competent to increase/decrease the quantity of work. In case of decrease of quantity, the contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full.

14. The University reserves the right to accept or reject or negotiate any of the tender or conditions/items without assigning any reason.

15.Plumbing and E.I work shall be got done through license holder agencies for the works involving PH/E.I.

**Registrar  
PLCSUPVA, Rohtak**

Endst. No. UEW/2018/

Dated :

Copy forwarded to the following for information and necessary action:

- 1.Superintending Engineer, PWD & BR Circles, Rohtak.
- 2.Technical Advisor, PLCSUPVA, Rohtak.
- 3.In-charge, University Engineering Wing (UEW), PLCSUPVA, Rohtak.
- 4.Executive Engineer, PWD & BR (Medical College), Rohtak/ KUK /HAU, Hisar/ GJU, Hisar/ CDLU, Sirsa/ BPS Women University, Khanpur/ DBSCRU, Murthal/ Indira Gandhi University, Meerpur (Rewari)/ Ch. Bansilal University, Bhiwani/ Chaudhary Ranbir Singh University, Jind.
- 5.OSD to Vice-Chancellor (for kind information of the worthy Vice-Chancellor), PLCSUPVA, Rohtak.
- 6.OSD to Registrar (for kind information of Registrar), PLCSUPVA, Rohtak.
- 7.DR (Accounts), PLCSUPVA, Rohtak.
- 8.Notice Board.

**I/C, UEW**

## **Scope of Work**

1. The details for repairing work for the (Screw/Scroll Chillers Carrier/Mc-quay - Make, 1295 TR) are as per DNIT.
2. The day to day operation work which will be for 12 months have to be for (Screw/Scroll Chillers Carrier/Mc-quay - Make, 1295 TR) is to be in 2 shifts of 8 hours each and must be comprising of two HVAC mechanic and helpers in each shifts and one HVAC/ Chiller plant (Screw/Scroll Chillers Carrier/Mc-quay - Make, 1295 TR) supervisor.
3. Scope of work for Annual Maintenance and Comprehensive Maintenance Contract of Central Air Conditioning System / (Screw/Scroll chillers of Carrier/Mc-quay - Make 1295 TR).
4. The scope of work shall cover all repairing including material (Annual Maintenance and all routine, breakdown / preventive and special maintenance works as required from time to time for Maintenance of Central Air-Conditioning System/ (Screw/Scroll chillers of Carrier/Mc-quay - Make 1295 TR). All the equipments/installations shall always be kept in good and trouble free operating conditions. All the required record for break- downs/repairs and maintenance etc. shall be maintained in the form of history books. All the maintenance works shall be carried out in accordance with the manufactures specifications, maintenance schedule and instructions of the Engineer-In-Charge.
5. Watch and Ward of all material, machineries and system etc. till end of contract shall be the sole responsibility of the agency and pilferage etc. shall be entirely to his account.
6. Any damage to machinery / system incurred due to negligence or due to repair by Engineer is the sole responsibility of agency to make the system in good condition within certain specified period up to satisfaction of PLCSUPVA Engineer-in-charge.
7. The following scope of work is only indicative and agency is strongly advised to use his own judgment in evaluating the quantum of work involved in Repairing with material and Comprehensive Maintenance Contract of equipments covered in. The bidder is strongly advised to understand the criticality of the application and the importance of maintaining the system trouble free and to keep operational always.
8. VI.To maintain Central Air Conditioning System (Screw/Scroll Chillers Carrier/Mc-quay - Make , 1295 TR) along with the Equipment like Pumps, Motors, AHU, FCU, Starter Panels System.
9. To check and replace, if necessary the performance of all operational safety cutouts. This activity has to be done at least once in three months and if required earlier too.
10. To tighten foundation bolts and adjust drive belt tensions as and when required.
11. To check and rectify rotary equipments alignments once in three months (by use of three dial gauges and to an accuracy of 0.05mm both the axis's).
12. Replacement of bearings and rewinding of electrical motors in all rotating machineries.

13. To attend to the repairs of mechanical & electrical equipments such as compressor, pump sets, and motor drives etc. including minor and major overhauling.
14. To lubricate motor / compressor /bearings as maintenance routine.
15. To check electrical circuits and rectify the same as and when necessary. To clean, tighten electrical contact points once a month. To replace electrical contacts and other items in the MCC's as and when necessary.
16. To tighten all the fasteners of the bus bars as and when necessary and not more than once in three months. Also to re-terminate the heated up contacts and replace cabling / wiring as and when necessary.
17. To maintain all machineries as per direction of Engineer-in-charge, PLCSUPVA.
18. To paint the equipments, pipeline etc. as and when required or once in year as per direction of Engineer-in-charge.
19. To arrange for well-equipped first-aid box and maintain it in a healthy condition to take care of all first aid eventualities.
20. Checking of mounting bolts of machineries and other maintenance schedule work as directed by Engineer-In-Charge, PLCSUPVA.
21. Details of (Screw/Scroll chillers of Carrier/Mc-quay - Make 1295 TR) Plant along with its related equipments and accessories are indicated under DNIT. Continuous satisfactory performance of the (Screw/Scroll chillers of Carrier/Mc-quay - Make 1295 TR)including related equipments and accessories is under the scope of agency.
22. Plant (along with related accessories) is to be maintaining on all the days of the year.
23. The responsibility of PLCSUPVA towards power supply for (Screw/Scroll chillers of Carrier/Mc-quay - Make 1295 TR) is up to incoming point of Main M.V. panel of AC Plant (which is located in the AC Plant Room).From there onwards responsibility of power supply for various equipments/accessories/ controls etc. including power supply with in Main M.V. Panel lies with AC Agency. In case of power failure causing disruption in power supply at incoming point of Main M.V.Panel; AC operator will immediately coordinate with Electrical substation shift operator (who will be available in same building on Round the clock basis) for necessary action. (In substation building DG sets are also provided to cater power supply in case of regular power supply failure).
24. In case any repair/services of any equipment of system like (Screw/Scroll chillers of Carrier/Mc-quay - Make 1295 TR)unit and other equipments is to be carried out by agency through OEM (or their authorized dealer); all the arrangements including tools, spares etc will be the total responsibility of agency.
25. Agency will arrange and maintain separate history register/service reports for services/maintenance of (Screw/Scroll chillers of Carrier/Mc-quay - Make 1295 TR) System. (This will be in addition to logbook register for operation of (Screw/Scroll chillers of Carrier/Mc-quay - Make 1295 TR) Plant). Record of work done for services/maintenance repairs etc. will be recorded by agency engineer in this register. This register should be

- always with updated records & should be produced to PLCSUPVA Engineer-in-Charge on weekly basis or as & when required by him.
26. Agency should arrange and maintain sufficient stock of spares, specially consumable at site (PLCSUPVA) which can be kept by agency in cupboards to be arranged by them. Similarly all necessary tools & instruments required for the purpose of servicing / maintenance; routine testing etc. should be arranged by agency and should be available at site at all times.
  27. Normally repairs/servicing works should be done by agency at site up to maximum possible extent. However in case any equipment or accessories is essentially required to be taken by agency out of PLCSUPVA premises for repairing/servicing; all necessary arrangements including to and for transportation will be the responsibility of agency. Agency will also inform concerned Engineer-in-Charge of PLCSUPVA for doing procedural formalities (like issue of gate pass etc.); prior to taking out the materials out of PLCSUPVA premises.
  28. Agency will be fully responsible for safety of his personal at all times. Agency will also be responsible for all the safety precautions at all the times especially during servicing/preventive maintenance and repairs of (Screw/Scroll chillers of Carrier/Mc-quay - Make 1295 TR) Plant equipments and Electrical Panel Boards etc.
  29. All the safety controls of (Screw/Scroll chillers of Carrier/Mc-quay - Make 1295 TR)Plant will be positively checked at least once a month and same will be recorded by agency engineer and should be produced to PLCSUPVA Engineer-in-Charge & when required by him.
  30. Central AC plant/ (Screw/Scroll chillers of Carrier/Mc-quay - Make 1295 TR)Plant is meant for providing Air conditioning to various labs, offices, conference rooms, seminar room, cafeteria, auditorium etc. at SUPVS. For labs, AC environment is to be maintained on daily basis throughout the year. For lab areas, inside design conditions are  $23\pm 1^{\circ}\text{c}$  (RH  $45\pm 5\%$ ). For office areas, conference rooms and auditorium etc. it is  $25\pm 1^{\circ}\text{c}$  (with RH  $\leq 60\%$ ).
  31. Coil-washing of condensers, valves etc. shall be carried out twice in a season and also 'as and when' required to maintain refrigerant pressure within allowable limits. Arrangement for de-scaling pump, replacement of gaskets / packing, chemicals etc., shall be the firm's responsibility on his own expenses and all the necessary maintenance work as per site requirement directed by the Engineer-in-Charge, PLCSUPVA.
  32. All the general & special tools, tackles including chain pully blocks etc., required for proper maintenance and repairs/break down etc, shall be arranged by the agency at his own cost and issue to the staff deployed by him for this work.
  33. The Agency shall be fully responsible for any kind of accident / mis-happening to their staff as well as machineries while attending the complaints or at work in the PLCSUPVA premises.
  34. For undertaking any maintenance works of (Screw/Scroll chillers of Carrier/Mc-quay - Make 1295 TR)Plant for any heavy dismantling work for proper inspection/maintenance/repairing any extra manpower required as per site requirement, shall be arranged by the Firm without any extra charges.
  35. For maintenance/inspection/repairing/servicing of ACB's, panel's, relays, control wiring, checking of alignment of machine/ pumps/ motor etc., highly technical manpower, if required, shall be arranged by the Firm without any extra charge. (The Panels, ACB's, relay etc. installed in the air-conditioning services area only & its servicing should be done on yearly basis from original manufacturer or authorized Firm of OEM or in consultation of Engineer-In-charge, PLCSUPVA).
  36. The staff of the Agency has to be courteous and maintain good behavior at site with PLCSUPVA authorities. Any person found discourteous or misbehaving shall have to be



replaced within 24hrs.

37. The Agency shall pay to labour employed by him wages not less than fair wages as defined by the agency's regulations or as per the provision of the contract labour (Regulation & abolitions) Act 1970 and the agency labour (Regulation & Abolition) Contract rules 1971 and payment of wages 1936, minimum wages act 1948, whichever applicable.
38. After the expiry of the contract, the firm shall have to hand over complete installation to the department in proper working order. All defect and deficiencies shall have to be rectified by the firm to the entire satisfaction of Engineer-in-Charge failing which the work shall be got done at the risk and cost of the firm.
39. Any extra labour of any nature if required, at any time for attending any repair/break down shall be deployed by the agency at its own cost for which nothing extra shall be payable.
40. Any unjustified delay in repairing of equipments shall be treated as breach of contract and suitable penalty shall be imposed which may be recovered from the monthly bill. Down period shall not be more than Four hour for minor breakdowns and twelve hours for major breakdowns subjects to force majeure clause beyond the control of the agency. In case of any abnormal delay on the part of the agency beyond the specified time, penalties as follows shall be imposed and recovered from the monthly bills.

**Minor Breakdown-Rs.200/- per hour of delay**

**Major Breakdown-Rs.500/- per hour of delay**

41. Vendor shall supply & maintain of minimum stock of minimum following consumables & general spares / items for smooth operation of all the system and the rates quoted by the agency/ contractor.
42. All tools & tackles, manpower, transportation and other resources required for executing the job shall be in the scope of the contractor .No extra charges will be paid by the PLCSUPVA regarding tools & tackles, manpower, transportation etc.
43. Spares of (Screw/Scroll chillers of Carrier/Mc-quay - Make 1295 TR)Plant compressor, control panel card, Software etc. which may be required during maintenance of the all the system will have to be supplied by the contractor as per instruction of the PLCSUPVA.
44. Day to Day Operation & Carrying out inspection of equipment's, as per the standard practice four times a year.
45. Checking the (Screw/Scroll chillers of Carrier/Mc-quay - Make 1295 TR) system and equipment such as compressors, indoor and outdoor fan motor and their electrical controls on the respective equipment.
46. Checking the refrigeration system for any leaks and rectification of leaks if found.
47. Checking the electrical and refrigeration control system for operation and adjustments of set values as necessary.
48. Cleaning of air filters.

**General Term & Conditions**

1. Acceptance of tender will be intimated to the successful tenderer through a letter of intent (LOI) duly signed by the authorized signatory of the institution.
2. EMD/Performance Security of successful bidder may be forfeited, if the bidder withdraws or amends or derogates from the tender in any respect.
3. Validity of bids should be 120 days from the opening of technical bid.
4. PLCSUPVA will not compromise with the quality/sub-standard material. At any stage, it is found that supplier has supplied inferior quality or different Payment shall be made for such items after reasonable deduction(s)/ rejection of the lot and forfeiting of Performance Security, as deemed fit, in the circumstances & decided by Institute.
5. The Performance Security will be refunded/ returned to the agency, without any interest after the expiry of contract period.
6. The rates quoted by the bidder shall be complete for operation and CMC of the HVAC plant as per the specification(s) and shall be inclusive of all applicable tax, duty(ies) loading, unloading, packing, transportation from works to PLCSUPVA, installation etc. and nothing extra/additional shall be payable on these rates.
7. In any case, if tenders are not opened due to any reason, the Tender documents, processing Fee and EMD shall be returned to all bidders.
8. Conditional Tender will not be accepted.
9. Tender without EMD & Tender Fee will be summarily rejected.
10. The University can ask any clarifications & documents at any stage of the procurement depending upon the circumstances to ascertain quality of material used in manufacturing of items. All wood should be fully seasoned with node fect.
11. All the documents attached with the technical bid should be properly tagged, numbered, signed and stamped by the competent authority.
12. The EMD/performance security shall be forfeited incase:-
  1. If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
  2. If the bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity,
  3. If the Bidder fails to furnish the Performance Security for the due performance of the contract.
  4. If the Bidder fails to sign the agreement.
  5. Fails or refuse to execute the contract.
  6. Fails to respond to queries by the PLCSUPVA.
13. PLCSUPVA will not responsible for any loss of property, manpower, and issues related to labour and/or labour laws of the agency, involved in the Operation and Comprehensive Maintenance Contract of Central Air Conditioning system at PLCSUPVA.
14. No extra charges will be paid for material & manpower except Operation and Comprehensive Maintenance Contract of Central Air Conditioning system/VRF/VRV Plant.
15. PLCSUPVA has all the rights to cancel the contract agreement at any stage if the services of the concern agency not found satisfactory.
16. Agency will strictly follow all the safety measures as per the rules of the government.
17. The agencies will take-care all safety measures, while going for repair & maintenance.
18. The bidders are advised to visit the PLCSUPVA Campus before participating in the said tender to check the physical conditions of all machines (Operation and Comprehensive Maintenance Contract of Central Air Conditioning system.) because the work of Operation

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and Comprehensive Maintenance Contract of Central Air Conditioning system/ VRF/VRV Plant will be awarded to the successful agency on "As is where is basis".

19. PLCSUPVA can cancel the whole tender process at any stage without assigning any reason.
20. Billing frequency for Operation and CMC of Central Air Conditioning system work should be on Monthly basis i.e. agency can submit their bills after successful completion of every months & payment will be done within 15 days from the date of bill submission if found complete & genuine in all respect. No advance payment will be made for Operation and CMC of Central Air Conditioning system.
21. Counter conditions by the Tenderers in matters concerning payment of bills shall not be acceptable.
22. The agency will have to enclose the copies of PF, ESI and challans of previous months for releasing the payment of current month.
23. PLCSUPVA reserves the right to accept or reject any/all tenders without assigning any reason(s).
24. Tenders not on the prescribed Performa (attached), without requisite details, EMD and Processing Fee and received after the closing date/ time of tenders and tenders with any rider will summarily be rejected.
25. Canvassing in any form will be viewed seriously and if any tenderer is found to be resorting to such practices, the tender of such firm will be rejected.
26. **Arbitration Clause:** That in case of any dispute between party of first part(PLCSUPVA) and the part of other party(Agency) arising out of or in relation to the agreement, the dispute shall be referred to Hon'ble Vice Chancellor for arbitration. The award of the said Arbitrator shall be binding upon both parties. The seat of the arbitration shall be at PLCSUPVA, Rohtak.
27. **Withholding of Payment:** This clause authorizes Buyer to withhold payment till end when seller fails in its contractual obligation. The standard text of this clause is as under:
28. **Right of Acceptance of Offer.**
29. (a) The Buyer reserves the right to accept partly or reject any offer without assigning any reason thereof. The Buyer does not pledge itself to accept the lowest or any other tender and reserves to itself the right of acceptance of the Whole or any part of the tender or portion of the qty. Seller shall supply the same at the rate quantity offered.  
(b) In respect of enquiries, which call for procurement of more than one item, the Buyer reserves the right to consider and accept the offer for any of the items in the enquiry reserving the right to utilize the offer for balance items at a later stage within the validity of offer.

Patent Rights. The Seller shall indemnify and hold the Buyer harmless against all third party claims of infringement of patent, trade mark of industrial design rights arising from use of the stores supplied or any part thereof.

### 30. FORCE MAJEURE

Should any force majeure circumstances arise, each of the contracting party shall be excused for the non-fulfillment or for the delayed fulfillment of any of its contractual obligations, if the affected party within 14 days of its occurrence informs in a written form the other party.

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Force majeure shall mean fires, floods, natural disasters or other acts such as war, turmoil, strikes, sabotage, explosions, and quarantine restriction beyond the control of either party.

### **31. PENALTY FOR USE OF UNDUE INFLUENCE**

The Seller undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or for borne to do any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the Contract or any other Contract with the Government. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offers by the seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the seller and recover from the seller the amount of any loss arising from such cancellation. A decision of the buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer/employee of the buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

### **32. Right to Variation Clause**

To take care of any change in the requirement during the period between issue of RFP and conclusion of contract, Buyer reserves the right to increase or decrease the quantity of the required deliverables by 50% without any change in the terms & conditions and prices quoted by the Seller. While concluding the contract, the quantity can be accordingly increased or decreased at the same terms of conditions.

### **33. Option and Repeat Order Clause**

1. Option Clause: The BUYER shall have the right to place separate order on the SELLER during the original Delivery Period of Contract, limited to 50% of the main plant, spares, facilities or services as per the cost, terms and conditions set out in this contract. The price of the plant, system, spares etc. shall remain same till one year from the effective date of the contract. Commercial Negotiation Committee to verify that there is no downward trend in prices of the product offered.

2. Repeat Order Clause: The Buyer may order within six months from the date of successful completion of the supply against this contract and at the same cost, terms and conditions of the contract.

3. When exercising one or both of the "Option Clause" and "Repeat Order Clause" above, the overall ceiling of fifty percent of the original contracted quantity will not be exceeded.

### **34. LIQUIDATED DAMAGES(LD)**

In the event of the seller's failure to submit the Bonds/Guarantees/ Documents or/and supply/performance the items/services as per Delivery schedule specified in the contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The buyer may

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also deduct LD to the sum of 0.5% of the contract price of the delayed/undelivered stores/ services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores/services.

**35. MODIFICATION AND WITHDRAWAL OF BIDS**

Bidder can modify his bid any number of times before bid submission closing date and time. Bidder can also withdraw his bid before bid submission closing date and time. Withdrawn is allowed only once in a tender. If a bidder withdraws his bid, he cannot participate in the particular tender again.

**36. Performance Security**

Successful bidder has to deposit the performance security of 5% of total cost of awarded works, within 30 days from the issue of work-order. The performance security should be either in the form of DD or Bank Guarantee from Nationalized Bank/Schedule Commercial Bank in prescribed format as enclosed in. Performance Security should remain valid for a period of defect liability period + 45 days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

**37. LABOUR LAWS**

The Agency shall abide by all the rules and regulations related to labour laws, accident, workmen compensation act, workmen insurance, ESI, PF, etc. This will be the sole responsibility of the agency. PLCSUPVA will not be a party at any stage in any of the disputes relating to the above. In case, any liability arises due to non-conformance by the agency, under no circumstances PLCSUPVA will be liable for the same.

**38. TERMINATION FOR DEFAULT**

The PLCSUPVA may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the agency, terminate this contract in whole or in part.

1. If the agency fails to deliver any or all the services within the time period(s) specified in the contract, or any extension thereof granted by the SUPVA.
2. If the agency fails to perform any other obligations under the contract and
3. If the agency, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the SUPVA may authorize in writing) after receipt of the default notice from the PLCSUPVA.
4. On a notice period of 30 days.
5. In the event the PLCSUPVA terminates the contract in whole or in part pursuant to above para the PLCSUPVA may hire the agency at the risk and cost of working agency under contract as PLCSUPVA deems appropriate. However the agency shall continue the performance of the contract to the extent not terminated.

**39. PERIOD OF CONTRACT**

- (a) Repair work of HVAC chiller system in PLCSUPVA, Rohtak (Screw/Scroll Chillers Carrier/Mc-quay - Make , 1295 TR) = 2 months
- (b) Operation work for (Screw/Scroll Chillers Carrier/Mc-quay – Make, 1295 TR)= 12 months
- (c) Comprehensive maintenance contract for (Screw/Scroll Chillers Carrier/Mc-quay - Make , 1295 TR) = 12 months

All above after successful repair work of (Screw/Scroll Chillers Carrier/Mc-quay - Make, 1295 TR) and the operation work and the CMC may be extendable for further 2 years.

Note: Those terms & conditions mentioned in the tender document which are not applicable to this tender will not be mandatory.

Registrar,  
PLCSUPVA, Rohtak  
Phone- 01262-660503

E-mail: [Registrar.supva@gmail.com](mailto:Registrar.supva@gmail.com)(r is small or big ?)

**TECHNICAL DOCUMENTS**

<b>Sr. no.</b>	<b>Description</b>	<b>Bidders Response (Yes/No)</b>
1.	The agency either OEM or Authorized Service provider having at least 3 years' experience of repairing & Annual Maintenance/ Operation and Comprehensive Annual Maintenance Contract of Central Air Conditioning system/ HVAC system/ Chiller system (1000 TR) or above. In support to experience, enclose work- order/certificate of completion during, 2015-2016, 2016-2017 & 2017-2018) in out of which 02Years experience must be in Government organization and experience shall be signed by the officer atleast at the rank of Executive Engineer.	
2.	Average Annual financial turnover of the agency should be atleast 04 crore per annum during last 3 years, ending 31 <sup>st</sup> March, 2018 of the previous financial years 2015-2016, 2016-2017 and 2017-2018).(ATTACH audited Balance Sheet) balance sheet and turn over to be signed by C.A.	
3.	ITR (Income Tax Return) for last 03 financial years (F. Y. 2015-2016, 2016-2017 & 2017-2018)	
4.	Copy of GST no.	
5.	PAN No.	
6.	Bank Account Details & IFSC code.	
7.	Non-blacklisting certificate	
8.	Address proof of agency/contractor with mobile number (Contact details)	
9.	ISO certificate	
10.	Proof of enlistment from any government department.	

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<b>DNIT for Repair, operation and CMC work of HVAC chiller system in PLCSUPVA, Rohtak.</b> <b>Approx. Amount: Rs. 1,00,00,000/-</b> <b>Earnest Money: Rs. 2,00,000/1,00,000</b> <b>Time Limit: 2 Months</b>							
<b>Sr. No.</b>	<b>Description of Item</b>				<b>Qty.</b>	<b>Unit</b>	<b>Rate to be Quoted by the Contractor/ Agency</b>
1.	(1)Repair of HVAC Chiller system with LT Panel including spare parts: (a) Carrier make 240 TR (b) Carrier make 100 TR (c) MC-quay make 175 TR (d) MC –Quay make 45 TR	2 2 3 2	Nos. Nos. Nos. Nos.	1	Job		
2.	Operation work for 12 months for (Screw/Scroll Chillers Carrier/Mc-quay - Make , 1295 TR) plant, Rate to be quoted per month				1	Job	
3.	Comprehensive maintenance contract (CMC) for 12 months for (Screw/Scroll Chillers Carrier/Mc-quay - Make , 1295 TR) plant, Rate to be quoted per month				1	Job	

**Note:-**

1. The agency should inspect the site before filling the tender.
2. The agency shall quote the rate for further 2 years for operation and Comprehensive maintenance contract (CMC) for (Screw/Scroll Chillers Carrier/Mc-quay - Make, 1295 TR)plant
3. The contractor shall quote the rates including all the taxes, GST etc. complete and no extra amount will be paid on this account. The contractor who does not quote the rates, the tender of that contractor shall be rejected out rightly.
4. No material shall be supplied by the University.
5. The conditional tender and the tender in variation of the tender documents shall out rightly be rejected.
6. The contractor/agency who fulfills the requirement of the documents as per technical document sheet, is eligible for purchase/filling the tender.
7. The validity of tender shall be 120 days.
8. Defect liability period will be 12 months.
9. Within 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Registrar a Performance Security in the shape of Bank Guarantee/ FDR of Nationalized Bank for an amount equivalent to 5% of the Contract price. The performance security will be valid upto the end of the defect liability period+Time Period+45 days.
10. The work shall be allotted to the contractor on overall lowest basis.
11. Quantity/amount can be increased or decreased.
12. EXPERIENCE: - The tenderers should give documentary proof for having executed similar systems and equipment to other customers and should enclose the user list clearly mentioning the name of the users / installations. The tenderers without the user list shall be rejected out rightly.
13. All the spare parts should be of good quality and of authorized make of installed (Screw/Scroll Chillers Carrier/Mc-quay - Make, 1295 TR) machine.
14. The term and condition mentioned in the tender document will be considered to the beneficial of the University if duplicacy in term and condition has been mentioned.

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