Operation and Comprehensive Annual Maintenance

Contract HVAC Plant of IIT Ropar

.xls

学校 Gover	nment eProcure	ement S	System Governme	ent of India		
eProcu	rement	Tende	r Details			
Syst	em			Date : 13-	Jan-2025 05:11 P	
विकास संस्थित					Print	
Basic Details						
Organisation Chain Indian Institute of Technology						
Tender Reference Number						
Tender ID	2025_IITRP_844246_1	Withdrawal Allowed		Yės	Yés	
Fender Type	Open Tender	For	m of contract	Item Rate		
Tender Category Services		No.	of Covers	2	2	
General Technical Evaluation Allowed			mWise Technical Iuation Allowed	No	No	
Payment Mode	Offline		Hulti Currency Allowe BOQ	d No		
Is Multi Currency Allowed For Fee	No	Allo	ow Two Stage Bidding	No	No	
Payment Instrun	ants	Cove	er Details, No. Of C	overs - 2		
		Cover	н			
Offline S.No Instrum		No	Cover	Document Type	Description	
1 R-T-G-S 2 NEFT		1	Fee/PreQual/Technical	.pdf	Operation and Comprehensive Annual Maintenance Contract HVAC Plant of IIT	

Tender Fee De	tails, [To	tal Fee in ₹ * -	590]	EMD Fee Details	5	· · · · · · · · · · · · · · · · · · ·	
Tender Fee in ₹	590			EMD Amount in ₹	1,92,336	EMD Exemption	No
Fee Payable To	Payable To IIT	Fee Payable At	Payable At	EMD Fee Type	fixed	EMD Percentage	NA
	Ropar Ropar Revenue Account	EMD Payable To	Payable To IIT Ropar	EMD Payable At	Payable At Ropar		
Tender Fee Exemption Allowed	No				Revenue Account		

2

Finance

Work /Item(s)	
Title	Operations and Comprehensive Annual Maintenance Contract of Daikin make HVAC high side and low side equipment installed at IIT Ropar
Work Description	Operations and Comprehensive Annual Maintenance Contract of Daikin make HVAC high side and low side equipment installed at IIT Ropar
Pre Qualification Details	Please refer Tender documents.
Independent External Monitor/Remarks	NA

Tender Value in/ P / /			AMC/ Maintenance Contracts	Sub category	NA
Contract Type Syst	Tender	Bid Validity(Days)	90	Period Of Work (Days)	NA
Location	IIT Ropar	Pincode	140001	Pre Bid Meeting Place	NA
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	IIT Ropar
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates			
Publish Date	13-Jan-2025 05:00 PM	Bid Opening Date	04-Feb-2025 11:05 AM
Document Download / Sale Start Date	13-Jan-2025 05:00 PM	Document Download / Sale End Date	03-Feb-2025 06:00 PM
Clarification Start Date	NA	<b>Clarification End Date</b>	NA
Bid Submission Start Date	13-Jan-2025 05:00 PM	Bid Submission End Date	03-Feb-2025 06:00 PM

NIT Document	S.No	Document Name		Description		Document Size (in KB)
	1	Tendernotice_1.pdf			Comprehensive Annual ontract HVAC Plant of IIT Ropar	1086.6
Work Item Documents	S.No	Document Type	Docume	nt Name	Description	Document Size (in KB)
	1	Tender Documents	SAB.pdf		Operations and Comprehensive Annual Maintenance Contract of Daikin make HVAC high side and low side equipment installed at IIT Ropar	1070.6
	2	BOQ	BOQ_8874	418.xls	Operations and Comprehensive Annual Maintenance Contract of Daikin make HVAC high side and low side equipment installed at IIT Ropar	258.1

Tender Inviting Authority				
Name	Registrar			
Address	Registrar IIT Ropar Punjab			



# भारतीय प्रौद्योगिकी संस्थान रोपड़ INDIAN INSTITUTE OF TECHNOLOGY ROPAR

रूपनगर, पंजाब-140001/ Rupnagar, Punjab-140001

Ph. 01881-235102, e-mail: jr.enm@iitrpr.ac.in

### File No.IITRPR/ENM/T/24/21

# Dated: 13.01.2025

भारतीय प्रौद्योगिकी संस्थान रोपड़ एचवीएसी प्लांट के संचालन और व्यापक वार्षिक रखरखाव का अनुबंध करना चाहता है । Indian Institute of Technology Ropar invites rates for Operation & Comprehensive Annual Maintenance Contract HVAC Plant of IIT Ropar.

कार्य का नाम Name of work	Operations and Comprehensive Annual Maintenance Contract of Daikin make HVAC high side and low side equipment installed at IIT Ropar			
अनुमानित लागत	Rs. 96,16,778/-			
Estimated Cost				
बयाना जमा करने के लिए जमा राशि	Rs.1,92,336 /-			
Earnest Money Deposit to be submitted				

निविदा दस्तावेज केंद्रीय सार्वजनिक खरीद पोर्टल <u>http://eprocure.gov.in/eprocure/app</u> से डाउनलोड़ कर सकते हैं। इच्छुक बोलीदाता जिन्होंने ई-प्रोक्योरमेंट में नामांकन/पंजीकरण नहीं किया है वे वेबसाइट <u>http://eprocure.gov.in/eprocure/app</u> के माध्यम से भाग लेने से पहले पंजीकरण कर ले। पोर्टल पर नामांकन मुफ्त है। बोलीदाताओं को सलाह दी जाती है कि वे 'ऑनलाइन बोली जमा करने के निर्देश' में दिए गए निर्देशों का पालन करें।

Tender Documents may be downloaded from Central Public Procurement Portal <u>http://eprocure.gov.in/eprocure/app</u>.AspiringBidders who have not enrolled / registered in e-procurement shouldenroll / register before participating through the website <u>http://eprocure.gov.in/eprocure/app</u>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at 'Instructions for online Bid Submission'.

निविदाकर्ता वेबसाइट पर निविदा दस्तावेज का उपयोग कर सकते हैं (एनआईसी साइट में खोज के लिए, कृपया निविदा खोज विकल्प और 'आईआईटी' टाइप करें। उसके बाद, सभी आईआईटी रोपड़ निविदाओं को देखने के लिए "गो" बटन पर क्लिक करें) उपयुक्त निविदा का चयन करें और उन्हें सभी प्रासंगिक सूचनाओं से भरें और वेबसाइट पर <u>http://eprocure.gov.in/eprocure/app</u> पूरा निविदा दस्तावेज अगले पृष्ठ में दिए गए कार्यक्रम के अनुसार आनलाइन जमा करें।

Tenderers can access tender documents on the website (For searching in the NIC site, kindly go to Tender Search option and type 'IIT'. Thereafter, Click on "GO" button to view all IIT Ropar tenders). Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <u>http://eprocure.gov.in/eprocure/app</u>asper the schedule given in the next page.

कोई मैन्युअल बोली स्वीकार नहीं की जाएगी। सभी कोटेशन (दरसूची) (तकनीकी और वित्तीय दोनों को ई-प्रोक्योरमेंट पोर्टल में जमा करनी चाहिए)।

No manual bids will be accepted. All quotations (both Technical and Financial) should be submitted in the E-procurement portal.

(कुलसचिव / Registrar)

SCH	HEDULE		
Name of Organization	Indian Institute of Techr	nology Ropar	
Quotation Type	Open		
(Open/Limited/EOI/Auction/Single/Global)	•		
Quotation Category (Services/Goods/works)	Services		
Type/Form of Contract	Services		
(Work/Supply//Service/Buy/Empanelment)			
Product Category (Civil Works/Electrical	HVAC Operation and M	laintenance	
Works/HVAC Works /Fleet Management/			
Computer Systems/Lab Equipment)	12/01/2025 (17:00 Ura)		
Date of Issue/Publishing	13/01/2025 (17:00 Hrs)		
Document Download/Sale Start Date	13/01/2025 (17:00 Hrs)		
Document Download/Sale End Date	03/02/2025 (18:00 Hrs)		
Last Date and Time for Uploading of Bids	03/02/2025 (18:00 Hrs)		
Date and Time of Opening of Technical Bids	04/02/2025 (11:05 Hrs)		
Tender Fee/EMD	Rs 590/- (For Quotation Fee)		
	Rs. 1,92,336/- (For EM		
	(To be paid through RT Revenue Account Bank		
	Name of the Bank A/C		
		Account	
	SBI A/C No.	: 37360100716	
	Name of the Bank	: State Bank of India	
	IFSC Code	: SBIN0013181	
	MICR Code	: 140002008	
	(This is mandatory that		
	provided in the on- line		
	refer to the UTR Column of the Declaration Sheet at Annexure-II)		
No. of Covers (1/2/3/4)	2		
Bid Validity days (180/120/90/60/30)	90 days (From last date	of opening of tender)	
Address for Communication	Estate & Maintenance S		
	Wing, M. Visvesvaraya E		
	of Technology Ropar, Ru		
Contact No.	01881-235102,5106		
Email Address	enm.office @iitrpr.ac.in,		

Registrar

# <u>आनलाइन बोली (बिड) के लिए निर्देश / Instructions for Online Bid Submission:</u>

व्यय विभाग के निर्देशों के अनुसार, यह निविदा दस्तावेज केंद्रीय सार्वजनिक प्रापण पोर्टल (यूआरएल:URL:http://eprocure.gov.in/eprocure/app) पर प्रकाशित किया गया है। बोलीदाताओं को मान्य डिजीटल हुस्ताक्षर प्रमाणपत्र का उपयोग करूते हुए सीपीपी पोर्टल परू इलेक्ट्रानिक् रुपू से अपनी बोलियों की सॉफ्ट प्रतियां जमा करना आवश्यक है। सीपीपी पोर्टल पर पंजीकरण करने के लिए निविदाकर्ताओं की सहायता करने के लिए नीचे दिए गए निर्देशों तात्पर्य है, सीपीपी पोर्टल पर आवश्यकताओं के अनुसार अपनी बोलियां तैयार करें और अपनी बोलियां आनलाइन जमा करें। As per the directives of Department of Expenditure, this tender document has been published the Central Public Procurement on Portal (URL:http://eprocure.gov.in/eprocure/app). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

अधिक जानकारी सीपीपी पोर्टल पर आनलाइन बोलियां जमा करने के लिए उपयोगी हो सकती है। More information useful for submitting online bids on the CPP Portal may be obtained at:

http://eprocure.gov.in/eprocure/app

# <u> पंजीकरण / REGISTRATION</u>

- बोलिदाताओं को "नामांकन के लिए यहां क्लिक करें" लिंक पर क्लिक करके सेंट्रल पब्लिक प्रोक्युरमेंट पोर्टल (यूआरएलः :<u>http://eprocure.gov.in/eprocure/app</u>) के ई-प्रोक्योरमेंट मोड्युल पर भर्ती करना आवश्यक है। सीपीपी पोर्टल पर नामांकन निःशुल्क है। Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<u>http://eprocure.gov.in/eprocure/app</u>) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
- नामांकन प्रक्रिया के भाग के रुप में, बोलीदाताओं को अपने खाते के लिए एक अद्वितीय उपयोगकर्ता नाम चुनना होगा और एक पासवर्ड प्रदान करना होगा।
   As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) बोलीदाताओं को सलाह दी जाती है कि पंजीकरण प्रक्रिया के भाग के रुप में अपना वैध ईमेल पता और मोबाइल नंबर पंजीकृत करें। इनका उपयोग सीपीपी पोर्टल से किसी भी संचार के लिप किया जाएगा। Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) नामांकन पर, बोलीदाताओं को सीसीए इंडिया द्वारा मान्यता प्राप्त किसी प्रमाणन प्राधिकरण द्वारा जारी किए गए अपने मान्य डिजीटल हस्ताक्षर प्रमाण पत्र (कक्षा द्वितीय या कक्षा ॥।प्रमाण पत्र के साथ महत्वपूर्ण उपयोग पर हस्ताक्षर करने) की आवश्यकता होगी। (जेसे सीफी/टीसीएस/एनकोड/ई-मुद्रा आदि), इनके प्रोफाइल के साथ

Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

- 5) केवल एक मान्य डीएससी एक बोलीदाता द्वारा पंजीकृत होना चाहिए। कृपया ध्यान दें कि निविदाकर्ता यह सुनिश्चित करने के लिए जिम्मेदार है कि वे अपने डीएससी को दूसरों को उधार नहीं देते हैं जिससे दुरुपयोग हो सकता है। Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) बोलीदाता फिर अपने यूजर आईडी / पासवर्ड और डीएससी/ईटीकेन के पासवर्ड को दर्ज करके सुरक्षित लॉग-इन के माध्यम से साइट पर लॉग आन करता है। Bidder then logs in to the site through the secured log-in by entering their userID / password and the password of the DSC / eToken.

# <u>निविदा दस्तावेजों के लिए खोजना / SEARCHING FOR TENDER DOCUMENTS/</u>

1) सीपीपी पोर्टल में निर्मित विभिन्न खोज विकल्प है, ताकि बोलीदाओं को कई मापदंड़ों से सक्रिय निविदाएं खोज सकें। इन मापदंड़ों में निविदा आईडी, संगठन का नाम, स्थान, तिथि, मूल्य आदि शामिल हो सकते हैं। निविदाओं के लिए उन्नत खोज का एक विकल्प भी है, जिसमें बोलीदाता कई नामों को जोड़ सकते हैं जैसे संगठन का नाम, अनुबंध का स्थान, स्थान, सीपीपी पोर्टल पर प्रकाशित निविदा की खखोज के लिए तारीख, अन्य कीवर्ड आदि।

There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

- 2) बोलीदाताओं ने एक बार निविदाएं चुनी हैं जिसमें वें रुचि रखेत हैं, उसका वे आवश्यक दस्तावेज / निविदा कार्यक्रम डाउनलोड़ कर सकते हैं। ये निविदाएं "मेरी निविदाएं" फोल्डर में ले जाई जा सकती हैं। इससे सीपीपी पोर्टल को बोलीदाताओं को एसएमएस / ई-मेल के माध्यम से सूचित किया जा सकता है, यदि निविदा दस्तावेज में कोई शुद्धि जारी की गई है। Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- बोलीदाता को प्रत्येक निविदा को निर्दिष्ट अद्वितीय निविदा आईडी का नोट बनाना चाहिए, अगर वे हेल्पडेस्क से कोई स्पष्टीकरण / सहायता प्राप्त करना चाहते है। The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

# <u>बोली की तैयारी / PREPARATION OF BIDS</u>

- बोलीदाता को अपनी बोलियां जमा करने से पहले निविदा दस्तावेज पर प्रकाशित किसी भी शुद्धि को ध्यान में रखना चाहिए।
   Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) कृपया बोली के भाग के रुप में जमा किए जाने वाले दस्तावेजों को समझन के लिए निविदा विज्ञापन और निविदा दस्तावेज ध्यान से देखें। कृपया उन अंकों की संख्या पर ध्यान दें जिन में बोली दस्तावेज जमा करना है, दस्तावेजों की संख्या- जिसमें प्रत्येक दस्तावेज के नाम और सामग्री शामिल हैं, जिन्हें प्रस्तुत करने की आवश्यकता है। इनमें से कोई भी विचलन बोली को अस्वीकार कर सकता है।

Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3) बोलीदाता, अग्रिम में, निविदा दस्तावेज/ अनुसूची में बताए अनुसार प्रस्तुत करने क लिए बोली दस्तावेज तैयार करना चाहिए और आम तौर पर, वे पीडीएफ/एक्सएलएस/आरएआर/डीडब्ल्यूएफ स्वरुपों में हो सकते हैं। बोली दस्तावेजों को 100 डीपीआई के साथ काले और सफेद विकल्प स्कैन किया जा सकता है। Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) मानक दस्तावेजों के एक ही सेट को अपलोड़ करने के लिए आवश्यक समय और प्रयास से बचने के लिए जो प्रत्येक बोली के भाग के रूप में जमा करने के लिए आवश्यक हैं, ऐसे मानक दस्तावेज अपलोड करने का प्रावधान (जैसै पैन कार्ड कॉपी, वार्षिक रिपोर्ट, लेखा परीक्षक प्रमाणपत्र आदि) बोलीदाताओं को प्रदान किया गया है। ऐसे दस्तावेजों को अपलोड करने के लिए बोलीकर्ता उनके लिए उपलब्ध "मेरा स्पेस" क्षेत्र उपयोग कर सकते हैं। बोली जमा करते समय ये दस्तावेज सीधे "मेरा स्पेस" क्षेत्र में जमा किए जा सकते हैं, और उन्हें बार-बार अपलोड करने की आवश्यकता नहीं है इससे बोली जमा प्रक्रिया के लिए आवश्यक समय में कमी आएगी।

To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

# <u>बोली जमा करना / SUBMISSION OF BIDS</u>

 बोलीदाता को बोली प्रस्तुति के लिए अच्छी तरह से साइट पर लॉग इन रना चाहिए ताकि वह समय पर बोली अपलोड कर सके अथवा फिर बोली प्रस्तुत करने के समय से पहले। अन्य मुद्दों के कारण किसी भी देरी के लिए बोलीदाता जिम्मेदार होगा। Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

- बोलीदाता को निविदा दस्तावेज में दर्शाए अनुसार एक-एक करके आवश्यक बोली दस्तावेजों को डिजीटल हस्ताक्षर और अपलोड करना होगा। The bidder has to digitally sign the bid document and upload the required bid documents one by one as indicated in the tender document.
- 3) बोलीदाता को निविदा शुल्क/ ईएमडी को भुगतान के लिए "आन लाइन" के रुप में भुगतान विकल्प चुनना होगा और उपकरण का विवरण दर्ज करना होगा। जब भी, ईएमडी / निविदा शुल्क की मांग की जाती है, बोलीदाताओं को टेंडर शुल्क और ईएमडी अलग-अलग आरटीजीएस के माध्यम से आन लाइन पर भुगतान करने की आवश्यकता होती है। Bidder has to select the payment option as "on-line" to pay the tender fee / EMD as applicable and enter details of the instrument. Whenever, an EMD / Tender fee is sought, bidders need to pay the tender fee and EMD separately on-line through RTGS.
- 4) एक मानक BoQप्रारुप को सभी बोलीदाताओं द्वारा भरने के लिए निविदा दस्तावेज प्रदान किया गया है। बोलीदाताओं को इस बात का ध्यान रखना चाहिए कि उन्हें आवश्यक प्रारुप में अपनी वित्तीय बोली जमा करनी चाहिए और कोई अन्य प्रारुप स्वीकार्य नहीं है। बोलीकर्ताओं को BoQफाइल को डाउनलोड करने, इसे खोलने और अपने संबंधित वित्तीय उद्धरण और अन्य विवरण (जैसे बोलीदाता का नाम) के साथ सफेद रंगीन (असुरक्षित) कोशिकाओं को पूरा करना आवश्यक है। कोई भी अन्य कक्ष नहीं बदला जाना चाहिए। एक बार विवरण पूरा हो जाने पर, बोलीदाता को इसे सहेजना होगा और इसे आनलाइन जमा करना होगा, बिना फाइल नाम बदलें। यदि BoQफाइल को बोलीदाता द्वारा संशोधित किया गया है, तो बोली को खारिज कर दिया जाएगा।

A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

5) सर्वर का समय (जो बोलीदाताओं के डैशबोर्ड पर प्रदर्शित होता है) बोलीदाताओं द्वारा बोलियों को खोलने के लिए समय सीमा को संदर्भित करने के लिए मानक समय के रुप में माना जाएगा। बोलीदाताओं को खोलना आदि। बोलीदाताओं को बोली प्रस्तुत करने के दौरान इस समय का पालन करना चाहिए। The server time (which is displayed on the bidders' dashboard) will be

considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

6) बोलीदाताओं द्वारा प्रस्तुत सभी दस्तावेज पीकेआई एन्क्रिप्शन तकनीकों का उपयोग करके एन्क्रिष्ट किया जाएगा जिससे डेटा की गोपनीयता सुनिश्चित हो सके। दर्ज किए गए डेटा को अनाधिकृत व्यक्तियों द्वारा बोली खोलने के समय तक नहीं देखा जा सकता है। बोलियों की गोपनीयता को सुरक्षित सॉकेट लेयर 128 बिट एन्क्रिप्शन तकनीक का उपयोग कर रखा जाता है। संवेदनशील क्षेत्रों का डेटा संग्रहण एन्क्रिप्शन किया जाता है। All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

- 7) अपलोड किए गए निविदा दस्तावेज केवल अधिकृत बोलीदाता द्वारा निविदा खोलने के बाद ही पठनीय हो सकते हैं। The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) बोलियों के सफल और समय पर जमा होने पर, पोर्टल सभी प्रासंगिक विवरणों के साथ बोली संख्या, बोली जमा करने की तारीख और समय के साथ बोली सफलतापूर्वक जमा करने का संदेश एवं बोली सारांश प्रदर्शित करेगा। Upon the successful and timely submission of bids, the portal will give a successful bid submission of bids, the portal will give a

successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

9) कृपया अनुपालन पत्रक की एक पीडीएफ फाइल में सभी प्रासंगिक दस्तावेजों के स्कैन किए गए पीडीएफ को जोड़ दें।

Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

# बोलीदाताओं को सहायता / ASSISTANCE TO BIDDERS

 निविदा दस्तावेज से संबंधित कोई भी प्रश्न और इसमें निहित नियमों और शर्तों को निविता आमंत्रण प्राधिकरण को निविदा के लिए अथवा निविदा में वर्णित प्रासंगिक संपर्क व्यक्ति से संबोधित किया जाना चाहिए।
 Any queries relating to the tender document and the terms and conditions

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

 आनलाइन बोली प्रस्तुत करने अथवा सामान्य में सीपीपी पोर्टल से संबंधित प्रश्नों की प्रक्रिया से संबंधित कोई भी प्रश्न 24x7सीपीपी पोर्टल हैल्पडेस्क पर निर्देशित किया जा सकता है। हेल्पडेस्क के लिए संपर्क संख्या 1800 233 7315हैं। Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

# बोलीदाताओं के लिए समान्य निर्देश / General Instructions to the Bidders

 निविदाएं पोर्टल<u>http://eprocure.gov.in/eprocure/app</u>के माध्यम से आनलाइन प्राप्त होगी। तकनीकी बोलियों में, बोलीदाताओं को सभी दस्तावेजों को पीडीएफ प्रारुप में अपलोड करना होगा।

The tenders will be received online through portal http://eprocure.gov.in/eprocure/app .In the Technical Bids, the bidders are required to upload all the documents in .pdf format.

- 2) कंपनी के नाम में स्मार्ट कार्ड/ई-टोकन के रुप में मान्य क्लास ॥/॥।डिजिटल हस्ताक्षर प्रमाणपत्र लिए पंजीकरण (डीएससी) के के एक হার্ন और ਫ਼ https://eprocure.gov.in/eprocure/appके माध्यम से बोली प्रस्तू करने की गतिविधियों में भाग ले संकत्रे है। डिजिटल हस्ताक्षर प्रमाणपत्र पर अधिकृत प्रमाणित एजेंसियों से प्राप्त की जा सकती है, जिनमें से जानकारी "डीएससी के बारे में सूचना"लिंक के तहत वेब साइट https://eprocure.gov.in/eprocure/appपर उपलब्ध है। Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration bid submission and participating in the activities through https://eprocure.gov.in/eprocure/app. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site https://eprocure.gov.in/eprocure/app under the link "Information about DSC".
- 3) निविदाकर्ता को सलाह दी जाती है कि https://eprocure.gov.in/eprocure/app. पर ई-प्रोक्योरमेंट के लिए सेंट्रल पब्लिक प्रौक्योरमेंट पोर्टल माध्यम से आनलाइन बोली के जमा करते समय निविदाकार हेतु निर्देशों में उपलब्ध निर्देशों का अनुगमन करें। Tenderer are advised to follow the instructions provided in the 'Instructions to the Tenderer the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at https://eprocure.gov.in/eprocure/app.

# **INDIAN INSTITUTE OF TECHNOLOGY ROPAR**



Operations and Comprehensive Annual Maintenance Contract of Daikin make HVAC high side and low side equipment installed at IIT Ropar

NIT NUMBER : IITRPR/ENM/T/24/ Issued to :

TO BE SUBMITTED TO:

The Registrar IIT Ropar Rupnagar, Punjab

# **INDEX**

**Name of Work:-** Operations and Comprehensive Annual Maintenance Contract of Daikin make HVAC system high side and low side equipment installed at IIT Ropar

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NIT Amounting to **Rs. 96,16,778/- (Rupees Ninety Six Lakh Sixteen Thousand Seven Hundred and Seventy Eight Only )** [Certified that this NIT contains pages (49 only) pages + (Part C & BOQ Sample contains (2 only) Pages, Total (51 only) pages only]

Note: Price bid should be uploaded in given BOQ\_XXXX.xls format online and not in the technical bid failing which your bid shall stand rejected. However, the price bid is as follows for your reference.

# PART – A

# INDIAN INSTITUTE OF TECHNOLOGY ROPAR Estate & Maintenance Section

# TENDER DOCUMENT

Name of Work: **Operations and Comprehensive Annual Maintenance Contract of Daikin make HVAC system high side and low side equipment installed at IIT Ropar** 

S. NO.	DESCRIPTION	PAGE
1	PART-A	11-39
	(NIT, Form 6 & 8, Performa of schedules etc.)	
2	PART-B	40-49
	(Special conditions, Acceptable List of Makes & Drawings etc.)	
3	PART-C	50-51
	(BOQ Sample format)	

# Notes: The following will be the part of Contract Agreement:

- 1. CPWD General Conditions of Contract of 2023
- 2. Modified up to date for details refer to :<u>www.iitrpr.ac.in/tenders</u> and https://eprocure.gov.in/eprocure/app.

Estimated Cost Rs. 96,16,778 /-

Assistant Engineer (Electrical) Joint Registrar (E & M)

# INDIAN INSTITUTE OF TECHNOLOGY ROPAR Estate & Maintenance Section

### **NOTICE INVITING TENDER**

The Registrar, IIT Ropar invites on behalf of Board of Governors of IIT Ropar sealed Item rate tender from for the following work:-

#### NIT No. IITRPR/ENM/T/24/

Name of work: Operations and Comprehensive Annual Maintenance Contract of Daikin make HVAC high side and low side equipment installed at IIT Ropar

- 1. Estimated Cost: 96,16,778 /-
- 2. Tender Fees: 500+18%(GST)= 590/- (Non-Refundable)
- 3. EMD: Rs 1,92,336 /-

The bid form and other details can be downloaded from the website www.iitrpr.ac.in/tenders

#### and https://eprocure.gov.in/eprocure/app.

Registrar

#### Form-6 INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR TENDRING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE

The Registrar, on behalf of Board of Governors of IIT ROPAR, invites item rate tenders from registered contractors in appropriate class in CPWD/ MES/ BSNL /Railways/ State PWDs, Central PSUs or OEM (Daikin Air Conditioning India Pvt. Ltd.) / authorized OEM (Daikin) agency for the following work:

Sr No.	Name of work and location	Estimated cost put to tender	Tender Fee	Earnest Money Deposit	Period of Complet ion	Last date for submitting of Bid	Time & date of opening of Tender
	Operations and Comprehensive Annual Maintenance Contract of Daikin make HVAC high side and low side equipment installed at IIT Ropar	Rs.96,16,778/-	Rs. 590/- (nonrefund able)	Rs.1,92,336/-	As mention BOQ	Refer Page no. 2 (Schedule)	Refer Page no. 2 (Schedule)

# A. ELIGIBILITY CRITERIA :

- 1) Contractors who fulfill the following requirements shall be eligible to apply:
  - a) Should have completed the works during last seven years ending on previous day of last day of submission of tender out of which at least one should have been executed in Government Departments as mentioned below:
  - b) 3 (three) "**similar works**" each of value not less than 40% of the estimated cost put on tender.

OR

c) 2 (two) "**similar works**" each of value not less than 60% of the estimated cost put on tender.

OR

d) 1 (one) similar work of value not less than 80% of the estimated cost put to tender.

\*Similar works means "Operations and Comprehensive Annual Maintenance Contract of HVAC high side and low side equipment"

- **B.** Documents to be submitted with tender:
  - a) Original Equipment Manufacturer (OEM Daikin) or its authorized agency shall be able to participate in tender. In case an authorized agency is the bidder, authorization letter from the OEM must be enclosed. The same will be got verified by IIT Ropar before the opening of commercial bid.
  - b) Required experience/completion certificate of works.
  - c) Certificate of registration for EPF and ESIC (or equi.)
  - d) Copy of GST Registration.
  - e) Earnest Money Deposit (DD/NEFT/RTGS in favour of IIT Ropar Revenue Account payable at Ropar/Rupnagar) (Refer Page no.2 (Schedule))
  - f) PAN registration with Income Tax Department.
  - g) Price quoted for the respective items in words and figures in prescribed format.

Price bids submitted by intending tenderers shall be opened only in respect of those tenderers, whose Earnest Money Deposit and other documents placed are found in order.

The tender submitted shall become invalid if:

- a) The tenderers if found ineligible.
- b) The tenderers do not submit all the documents as stipulated in the tender document.

# **OTHER CONDITIONS:**

- 1) The intending bidder must read the terms and conditions of Form-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
- 2) Information and Instructions for bidders posted on the website shall form part of the bid document.
- 3) The agreement shall be drawn with the successful tenderer on prescribed Form No. Form-8 as modified and corrected UpToDate which is available as a Govt. of India Publication.

Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement

- 4) Initially the work will be awarded for 1 year which can be further extended for Four years on a year to year basis subject to satisfactory performance of the party. Rates are quoted for Five Years otherwise tender shall be rejected. Rates freeze for Five Years.
- 5) The site for the work is available.
- 6) The bid document consisting of plans, specifications the schedule of quantities of various types of items to be executed and set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.iitrpr.ac.in/tenders and eprocure.gov.in

7) The contractor whose tender is accepted will be required to furnish a performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be Deposit at Call receipt of any scheduled bank / Banker's cheque of any scheduled bank / Demand Draft of any scheduled bank / Pay order of any Scheduled Bank of any scheduled bank or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.

# In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, The EMD will be forfeited.

- 8) The Institute reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed to be suitable by it, if too many bids are received satisfying the laid down criterion.
- 9) The description of the work is as follows:

Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderers at the office of the above-mentioned officer.

Tenderers, are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to the 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 all materials, tools & plants, water, electricity access, facilities for workers and all other 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 rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

- 10) The competent authority on behalf of the Director, IIT ROPAR does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all of the tenders received without the assignment of any reason.
- 11) All tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.
- 12) 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.

- 13) The competent authority on behalf of the Director, IIT ROPAR 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 rates quoted.
- 14) The contractor shall not be permitted to tender for works in the IIT ROPAR responsible for award and execution of contracts in which his near relative is posted as Group A Officer in Accounts Section or as an officer in any capacity between the grade of Registrar and Junior Engineer (both inclusive).

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 officer in the IIT ROPAR. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of the concerned Department / termination of the contract from this institute.

- 15) No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of two years after his retirement from government service, without the previous permission of the Government of India 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.
- 16) The tender for the works shall remain open for acceptance for a period of **90 days** from the date of opening of tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, which-ever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at a 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.
- 17) 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:
  - a) The notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
  - b) Standard CPWD **Form-8** as modified and corrected.
- 18) Tenders with any condition including conditional rebates shall be rejected forthwith. However, tenders with unconditional rebates will be acceptable.
- 19) Tenderers must associate himself, with agencies of the appropriate class eligible to tender for each of the minor components of work.
- 20) The eligible bidders shall quote rates for all items of major components as well as for all items of minor components of work.

- 21) Entire work under the scope of composite tender including major and all minor components shall be executed under one agreement.
- 22) Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of work. The Earnest Money will become part of the security deposit of the major components of work.
- 23) The acceptance of the tender shall be conveyed by the **Joint Registrar ( E & M ), IIT Ropar** on behalf of the Director, IIT ROPAR.

Registrar For & on behalf of the Board of Governors, IIT Ropar

#### ITEM RATE TENDER AND FOR WORKS CONTRACT

Tender for work of "Operations and Comprehensive Annual Maintenance Contract of Daikin make HVAC high side and low side equipment installed at IIT Ropar "

(i) To be submitted by **refer page no.2** 

(ii) To be opened refer page no.2

Issued to :

Joint Registrar (E&M), IIT Ropar

#### TENDER

I/We have read and examined the Notice Inviting tender, schedule, A,B,C,D,E & F. Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and rules referred to in the conditions of contract and all other contents in the tender document for the work.

A sum of Rs. 1,92,336/- is hereby forwarded in cash/Receipt Treasury Challan/Deposit at call receipt of a Scheduled Bank/Fixed deposit receipt of Scheduled bank/demand draft of scheduled bank/bank guarantee issued by scheduled bank as earnest money. If I/we fail to furnish the prescribed performance guarantee or fail to commence the work within the prescribed period. . I/we agree that the said Director, IIT, Ropar or his successors in office shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail of commence work as specified, I/we agree that Director, IIT, Ropar or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in clause 12 of the tender form.

Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the tendering process of the work.

I/We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived therefrom to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Institute

I/We undertake and confirm that eligible similar work(s) has/ have not been executed through another contractor on a back to back basis. Further that, if such a violation comes to the notice of the Department, then I/we shall be debarred for tendering in IIT Ropar in future forever. Also, if such a violation comes to the notice of the Department before the date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

Dated

Witness: Occupation: Signature of contractor Postal Address:\_\_\_\_\_ Email : \_\_\_\_\_

#### ACCEPTANCE

Address:

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Board of Governors, IIT Ropar for a sum of Rs. .(Rupees

\_\_\_\_\_only), The letter referred to below shall form part of this contact Agreement:-i)

ii)

iii)

Dated:

For on the behalf of Board of Governors, IIT ROPAR Signature

# **PERFORMA OF SCHEDULES**

# SCHEDULE 'A'

Schedule of Quantities.

# SCHEDULE 'B'

Schedule of materials to be issued to the contractor:

S.N.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of issue
1	2	3	4	5
	-NIL-	<u>.</u>		

# SCHEDULE 'C'

Schedule of Tools and Plants to be hired to the contractor

S.N.	Description of item	Hire charges per day	Place of issue	
1	2	3	4	
-NIL-				

# SCHEDULE 'D

Extra schedule for specific requirements / document as attached in for the work if any

tender form

# SCHEDULE 'E'

Reference to General Conditions of contract.

Name of Work:	Operations and Comprehensive Annual Maintenance Contract of Daikin make HVAC high side and low side equipment installed at IIT Ropar		
Estimated cost of the work:	Rs. 96,16,778/-		
Earnest Money Deposit	Rs. 1,92,336/-		
Performance Guarantee	5 % of the tendered value of the work		
Security Deposit	2.5% shall be deducted from the running bills.		

#### SCHEDULE 'F' General rules and direction:

Officer inviting tender Joint Registrar, IIT Ropar Definitions: 2(i) Engineer-in-Charge Joint Registrar, **IIT Ropar** 2(ii) Accepting Authority Registrar, IIT Ropar 2(iii) Standard Schedule of Rates Delhi Schedule of Rates 2022 2(iv) Department: Works and Estate, Indian Institute of Technology, Ropar 2(v) Standard contract Form: GCC 2023, Form-8 as modified & corrected up to date Clause 1 i) Time allowed for submission of 5 days performance guarantee from the date of letter of acceptance.

<ul> <li>ii) Maximum allowable extension with</li> <li>late fee @ 0.1% per day of performance</li> <li>guarantee amount beyond the period as</li> <li>provided in (i) above.</li> </ul>	3 days
<b>Clause 2</b> Authority for fixing compensation under clause 2	Registrar, IIT Ropar
<b>Clause 5</b> Number of days from the date of issue of letter of acceptance for reckoning date of start	3 days
Time allowed for execution of work	As mentioned in BOQ
Authority to decide i) Extension of time	Joint Registrar, IIT Ropar
ii) Rescheduling of milestones	Registrar, IIT Ropar

# SALIENT/MANDATORY REQUIREMENTS FOR THE TENDER

# Operations and Comprehensive Annual Maintenance Contract of Daikin make HVAC high side and low side equipment installed at IIT Ropar

- 1 The tenderer is advised to read and examine the tender documents for the work and the set of drawings available with Engineer-in-charge. He should inspect and examine the site and its surroundings by himself before submitting his tender.
- 2 The contractor shall quote the item rates in figures and words accurately so that There is no discrepancy in rates written in figures and words.
- 3 Time allowed for the execution of work is **12 Months**.
- 4 The contractor(s) shall submit a detailed program of execution in accordance with the master programme / milestone within **7 days** from the date of issue of award letter.
- 5 Quality of the project is of utmost importance. This shall be adhered to in accordance with the provisions of CPWD specifications and guidelines given in the relevant paras.
- 6 Labour Laws: The contractor will follow all labour laws / acts of Central Govt.,Local Govt. applicable from time to time. He should maintain a proper attendance register and record of wages paid to the workers and these documents should be submitted to IIT Ropar on demand along with a record of complaints and whenever asked. He will obtain the necessary Labour license required for engaging labour at site. The bidder should note that wages paid to the workers by the contractor should not be less than minimum wages notified by the Chief Labour Commissioner (Central) from time to time for their respective category. The agency shall comply with all Acts, Laws and Regulations applicable to the area with regard to performance of the work and including, Minimum Wages Act, 1948, Contract

Labour (R&A) Act, 1970, Workmen's Compensation Act, 1923 Industrial Dispute Act, 1947 and take such steps as may be deemed necessary in this regard. It will be solely the contractor's responsibility to face any consequences arising out of non compliance of various labour laws. The contractor shall keep IIT Ropar in indemnified and if IIT Ropar has to incur some expenditure due to nonpayment of

wages to the labour or non compliance of various labour laws by contractor, the same will be recovered from contractor's bill or from performance security or any other amount due, along with 10% on account of departmental charges.

7. Force Majeure: Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, EarthQuake, Pandemic and other acts of God as well as War,

Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after signing of the present contract. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

- 8. The Contractor should impart training on emergency procedures and basic maintenance of HVAC to technicians specified by the Institute.
- 9. Arbitration: In the unfortunate situation if any disputes, disagreement and controversies arising in any manner, which cannot be settled by mutual agreement between the two parties, shall be resolved through arbitration. The number of arbitrators shall be ONE, shall be appointed by the Director, IIT Ropar. The decision of the sole arbitrator shall be final and binding to both the parties. All provisions of Arbitration and Conciliation Act 1996 (with amendments) shall apply and the legal place of arbitration shall be IIT Ropar, Rupnagar, Punjab. The language of arbitration proceedings shall be English. The Court which has jurisdiction in the matter is District Court, Rupnagar, Punjab.

# INTEGRITY AGREEMENT

This Integrity Agreement is made at ..... on this ...... day of ...... 20.....

# BETWEEN

IIT ROPAR represented through its Registrar, (Hereinafter referred as the 'Principal/ Owner', which expression shall unless repugnant to the meaning or context thereof include its successors and permitted assigns)

AND

..... (Name and Address of the Individual/ firm/ Company) through ...... (Hereinafter referred to as the (Details of duly authorized signatory) "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context here of include its successors and permitted assigns) Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No. .....) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for ......(Name of work) hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

# Article 2: Commitment of the Bidder(s)/Contractor(s)

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption.He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on Behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a Subsequent/parallel tender for the same item.

e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/ forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

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#### Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/ determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2. Forfeiture of EMD/ Guarantee/ Security Deposit: If the Principal/ Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/ Contractor.
- 3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/ Owner will inform the same to law enforcing agencies for further investigation.

### Article 4: Previous Transgression

1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country conforming to the anti corruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2) If the Bidder makes incorrect statements on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.

2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

# Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority.

# Article 7- Other Provisions

1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Principal/Owner, who has floated the Tender.

2) Changes and supplements need to be made in writing. Side agreements have not been made.

3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5) It is an agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

# Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

(For and on behalf of Principal/Owner)

(For and on behalf of Bidder/Contractor)

### WITNESSES:

1. ..... (signature, name and address)

2. ..... (signature, name and address)

Place: Dated:

# CONTRACT AGREEMENT

# (ON RS.100 NON-JUDICIAL STAMP PAPER\*)

(\*= To be purchased and submitted by the Contractor.)

THIS AGREEMENT is made on \_\_\_\_\_ 2024...... Between The Registrar, Indian Institute of Technology Ropar, Punjab (hereinafter referred to as "Client" which expression shall include his successors and assigns), and whose principal place of office is at IIT Ropar, Rupnagar Punjab India 140001 of the One Part,

ANDM/s.....havingitsregisteredofficeat.....(Hereinafter referred to as "the Contractor") whichexpression shall unless excluded by or repugnant to the context be deemed to include his successors,heirs, executors, administrators, representatives and assigns) of the other part for

- I. WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender dated ......for the work of "Operations and Comprehensive Annual Maintenance Contract of Daikin make HVAC high side and low side equipment installed at IIT Ropar" under Tender No.
- II. AND WHEREAS the Contractor submitted his bid vide...... in accordance with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide requisite services to the Client

IV. AND WHEREAS the Client desires that the "Operations and Comprehensive Annual Maintenance Contract of Daikin make HVAC high side and low side equipment installed at IIT Ropar" as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for providing requisite services to the Client.

V. **AND WHEREAS** the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties "**Operations and Comprehensive Annual Maintenance Contract of Daikin make HVAC high side and low side equipment installed at IIT Ropar**" for its office in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.

VI. **AND WHEREAS** the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.

VII **AND WHEREAS** the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents "**Operations and Comprehensive Annual Maintenance Contract of Daikin make HVAC high side and low side equipment installed at IIT Ropar**" for Client's office, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

VIII. The Client and the Contractor agree as follows:

1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

(a) Notice Inviting Tender Form 6, Form No. 7, Performa of Schedules.

- (b) The Letter of Intent /Acceptance (Lol/A) issued by the Client.
- (c) Price Schedule
- (d) Performance Bank Guarantee.
- (e) Integrity Pact.
- (f) The Addenda, if any, issued by the Client.
- (g) Any other documents forming part of this Contract Agreement till date.
- (h) Charges Schedule annexed to this Article of Agreement
- (i) Supplementary Agreements executed from time to time.

3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.

4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

IX. **IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor

Signed on Behalf of the Institute

(Authorised Signatory)

(Registrar, IIT Ropar)

# <On Organization Letter Head>

# (For Works Contracts, including Turnkey contracts) <CERTIFICATE>

Tender No. :- ..... Date:- .....

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries and hereby certify that this bidder is not from such a country and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

# OR (whichever is applicable)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries and hereby certify that this bidder is from \_\_\_\_\_\_(Name of Country) and has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I also certify that this bidder fulfills all the requirements in this regard and is eligible to be considered.

(Copy/ evidence of valid registration by the Competent Authority is to be attached)

	Signature of Bidder/ Agent
Name: _	
Designati	on:
Organization Name:	
Contact No. :	

(To be given on Company Letter Head – For tender value below Rs.10 Crores)

(To be given by Statutory Auditor/ Cost Auditor/ Cost Accountant/ CA for tender value above Rs.10 Crores)

To, The Registrar, Indian Institute of Technology Ropar Rupnagar, Punjab - 140001

Subject: - Declaration of Local Content

Tender Reference No:\_\_\_\_\_

Name of Tender/ Work:

 We hereby declare that an item offered has \_\_\_\_% local content (DPIIT OM No. P-45021/2/2017-PP (BEII) dated 16.09.2020) & (DPIIT OM No. P-45021/102/2019-BE-II-Part(1) (E-50310) dated 04.03.2021)

2. Class of Supplier: 
□ Class - I
□ Class - I

*"Local Content"* means the amount of value added in India which shall, be the total value of the item being offered minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.

"\*False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law."

Yours faithfully,

(Signature of the bidder, with Official Seal)
# <TO BE PROVIDED BY OEM ON LETTERHEAD>

(To be given on Company Letter Head – For value below Rs.10 Crores)

(To be given by Statutory Auditor/ Cost Auditor/ Cost Accountant/ CA for value above Rs.10 Crores)

То,
The Registrar,
Indian Institute of Technology
Ropar Rupnagar, Punjab -
140001

# Subject: - Declaration of Country of Origin of Goods

Tender Reference No:\_\_\_\_\_

Name of Tender/ Work:	

1. Country of Origin of Goods being offered:\_\_\_\_\_\_ (OM No. 6/18/2019-PPD dated 23.07.2020)

"\*False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law."

Yours faithfully,

(Signature of the bidder, with Official Seal)

## **GENERAL CONDITIONS FOR SPECIALIZED ELIGIBLE AGENCIES**

# Name of work: "Operations and Comprehensive Annual Maintenance Contract of Daikin make HVAC high side and low side equipment installed at IIT Ropar"

- 1. The tenderer should either himself meet the eligibility conditions for execution of specialized component of work or otherwise he will have to associate with agencies, fulfilling the eligibility requirements prescribed in the tender document.
- 2. In case, the main contractor himself is not eligible (as per eligibility criteria) for executing any of the components of E&M work, he can directly associate the OEM/ authorized service provider of the OEM or specialized agency as per criteria mentioned for associate eligible agency.
- 3. Experience gained by executing work on a back-to-back contract basis is acceptable. Back-to-back contract means work awarded by the owner to the first agency and then by the first agency to the second agency. The first agency shall not be eligible for work experience in such a case. To get the weightage of experience, following conditions must be fulfilled.
  - (a) Work should be actually executed by the second agency with due concurrence of the owner as tri- partite agreement. It should be backed by a valid agreement and experience certificate.
  - (b) Payments received by the second agency should be reflected in bank accounts and income tax statements.
  - (c) Owner of the project and the first agency should jointly certify the experience certificate.
  - (d) The actual amount of payment received by the second agency shall be considered for experience.
- 4. In the event of the associated E&M agency not performing satisfactorily or failure of associate agency to complete the E&M work, the main contractor on written directions of the department, shall remove the Associate agency deployed on the work and shall submit proposal for approval of new associate agency without any loss of time or variation in cost to the department. Such a new associate agency shall also give an undertaking along with the main tenderer that both of them shall guarantee for the equipment already supplied for which payment has been released by the department in part. If any equipment supplied for the work, during the currency of the earlier associate agency and paid partly by the department, becomes redundant /not in a position to be installed and commissioned and put to beneficial use due to change in agency for execution of E&M work, the main contractor shall be responsible for replacement of the equipment(s) at no cost to the department. No change of associate agency will be allowed without prior approval of the Engineer-in-charge of the work.
- 5. The main contractor shall be responsible and liable for proper and complete execution of the HVAC Work and ensure coordination and completion of work
- 6. The associate contractor shall attend the inspection of the work by the Engineer-in- charge of HVAC works as and when required.

SI. No.	Description of E&M works	Estimated cost in Rs.	Minimum eligibility Criteria
1	Operations and Comprehensive Annual Maintenance Contract of Daikin make HVAC high side and low side equipment installed at IIT Ropar		Three similar works each costing not less than Rs. 3846711/- OR Two similar works each costing not less than Rs. 5770067/- OR One similar work costing not less than Rs. 7693422/- Similar work shall mean "Operations and Comprehensive Annual Maintenance Contract of HVAC high side and low side equipment "

# Note:

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum calculated up to previous day date of completion to last date of submission of tender.

The main contractor has to furnish the detail of the associate agency as per the Performa mentioned below.

If the main contractor fails to associate agency for execution of minor components of work within 30 days of award of work OR at least two months before start of minor component of work whichever is earlier or furnishes incomplete details or furnishes details of ineligible agencies even after the tenderer is given due opportunity, the entire scope of such component of work shall be withdrawn from the tender and the same shall be got executed by the Engineer-in–Charge at the risk and cost of the main contractor after due approval by NIT accepting authority.

Normally, there shall be no change in associated contractor for minor component work during the execution of the work. If at all, a change is necessitated, the same should be acceptable to the department and such acceptable contractor shall fulfill the conditions laid down for the selection of the associated contractor in the tender document.

In the event of the concerned associate not performing satisfactory or not completing the work, the department can also direct the main contractor to remove the associate agency deployed on the work and ask him to deploy another associate contractor who fulfils the eligibility conditions. The new associate contractor will be bound to execute the left-over work without any loss of time or variation in cost to the department. Such associate agency shall be permitted after the approval of the Engineer in Charge and shall enter into a memorandum of understanding as per the enclosed proforma along with the main contractor.

The main agency will be responsible for all acts of omission and commission of the associate contractors including the changed one(s) as referred above.

The main contractor shall be responsible for co-coordinating the activities of all the works and will ensure progress of all works as per the laid down programme. The main contractor shall also arrange for proper storage of the accessories at site and will be responsible for their watch ward.

The Associated Contractor or his representative is bound to sign the site order book as and when required by the Engineer-in-charge and will comply with the remarks therein.

The maintenance certificate for HVAC works shall be issued in favour of the associated Electrical contractor engaged for the particular subhead. The contractor shall have valid electrical license from competent authority in his name or he may associate appropriate contractor having valid electrical license as per NIT conditions. After obtaining concurrence of competent authority department, the main agency shall finalize one associate for execution of HVAC works. The contractor shall use any of the makes as per approved makes for use in the work after obtaining the approval of the Engineer-in-charge.

# PERFORMA FOR ASSOCIATING AGENCY FOR E&M WORKS

I/we hereby propose the following agency for execution of HVAC work components mentioned herein. Consent Letter from the proposed associated agency is enclosed.

(i)	Name of work: "Operations and Comprehensive Annual Maintenance						
	Contract of Daikin make HVAC high side installed at IIT Ropar"	ontract of Daikin make HVAC high side and low side equipment stalled at IIT Ropar"					
(ii)	Component of HVAC Work :						
(iii)	Name of Associated Agency :						
(iv)	Details of Enlistment :						
(v)	Category and Class of Enlistment :						
(vi)	Monetary limit of work in Enlistment :						
(vii)	Validity of Enlistment :						
(viii)	Copy of Enlistment Order attached :	(Yes /No)					
(ix)	Copy of electrical contractor license attache	ed: (Yes /No)					
(x)	Copy of completion certificates of similar wo	ork experience attached: (Yes					
(xi)	Copy GST Registration attached :	(Yes/No)					
(xii)	Copy PAN Card Attached :	(Yes/No)					
(xiii)	Consent Letter of agency attached :	(Yes/No)					

Encl: Self Attested photocopies of as stated above

# PART - B

# SPECIAL CONDITIONS

- 1. In the Contract (as hereinafter defined) the following definitions words and expressions shall have the meaning hereby assigned to them except where the context otherwise required.
  - i) "Institute/Department" shall mean the Indian Institute of Technology, Ropar (IIT Ropar)
  - ii) The "President" shall mean the Board of Governors, IIT ROPAR.
  - iii) The term "Director General of Works" shall mean the Director, IIT Ropar.
  - iv) "Superintending Engineer" shall mean the Registrar of the Institute, who as overall In charge and head of the administration shall direct the contract.
  - v) The "Engineer-in-charge", who shall administer the work, shall be the Joint Registrar (E & M ), IIT Ropar.
  - vi) "Accepting authority" shall mean the Registrar, IIT ROPAR on behalf of the Director.
  - vii) "Site Engineers" shall mean the AEE (Civil)/AE(Electrical )/ Junior Engineer (Civil)/Junior Engineer (Electrical) appointed by the Works & Estate department.
  - viii) No labour huts/ jhuggies shall be allowed to be constructed in the campus except for the security persons at work site with proper sanitation arrangements after due approval of the Registrar.
  - ix) Any damage caused to the existing roads, power cables, telephone cables, water lines and structures by the contractor's equipment, shall have to be made good by the contractor at his own cost.
  - xv) Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
  - xvi) No payment shall be made to the contractor for any damage caused by rain, snowfall, floods, earthquake or any other natural causes whatsoever during execution of work. The damages of the work will be made good by the contractor at his own cost and no claim on this account shall be entertained.

xvii) For construction works which are likely to generate malba/rubbish to the tune of more than a tempo/truck load, the contractor shall dispose of malba, rubbish & other unserviceable materials and wastes at their own cost to the notified/specified dumping. The malba / rubbish shall be required to be removed from site of work on daily basis, if the same is not removed a token penalty of Rs. 250/- per day shall be levied till the removal of malba. This shall be recovered from the bill. The contractor should not throw the malba from higher floors directly on the ground. It should be brought down through the staircase by the workers or proper shoute should be installed for this purpose.

# 2. DUTIES & POWERS:

- (i) The duties of the Site Engineer(s) are to watch and supervise the works and the workmanship employed in connection with the works, and to test and examine any materials to be used. He shall have no authority to relieve the contractor of any of his duties or obligations under the contract nor, except as expressly provided here under, to order any work involving delay or any extra payment by the Institute, nor to make any variation in the works.
- (ii) The Engineer-in-charge, from time to time in writing, delegates to the Site Engineer(s) any of the powers and authorities vested in them. Any written instruction or written approval given by the Site Engineer(s) to the contractor within the terms of such delegation (but not otherwise) shall bind the contractor and the Institute as though it had been given by the Engineer-in-charge provided always as follows:
- a) Failure of the Site Engineer(s) to disapprove any work or materials shall not prejudice the power of the Engineer In-charge to subsequently disapprove such work or materials and to order the pulling down, removal or breaking up thereof.
- b) If the contractor is dissatisfied by reason of any decision of the Site Engineer(s), he shall be entitled to refer the matter to the Engineerin-charge, who shall thereupon confirm reverse or vary such decision.

# 3. **ASSIGNMENT & SUBLETTING:**

The contractor shall not assign the contract or any part thereof or any benefit or interest therein or thereunder without the written consent of the Engineer In- charge. The whole of the works included in the contract shall be executed by the contractor except where otherwise provided in the contract. The contractor shall not sublet any part of the works without the written consent of the Engineer In- charge and such consent, if given, shall not relieve the contractor from any liability or obligation under the contract, and he shall be responsible for the acts, defaults and neglects of sub-contractor, his agents, servants or workmen, as if they were the acts, defaults or neglects of the contractor provided always that the provision of labour contracts on a piece work basis shall not be deemed to be a subletting under this clause.

# 4. **PROPOSED ACTION IN CASE OF AN ACCIDENT AT SITE:**

i. In case of any serious accident at work site, the Institute may cause an enquiry / investigation into the accident and depending on the outcome of such enquiry / investigation, the institute may take such action against the contractor as may be deemed fit and appropriate in the discretion of the Director, IIT Ropar which may also lead to termination of the contract, and / or forfeiture of the security deposit made by the contractor, and / or the contractor may be may be debarred from applying for future works in the campus for a specified period.

# 5. SCOPE OF WORK AND GENERAL TERMS AND CONDITION

- 1. The scope of work includes the Operations and Comprehensive Annual Maintenance Contract of Daikin make HVAC high side and low side equipment installed at IIT Ropar.
- Supply and replacement of spares / materials should be as recommended by the OEM. On replacement of old spares / materials parts will be the property of AMC Vendor.
- 3. The work shall be carried out as per CPWD specification amended up to date and as per condition of NIT Document.
- 4. No T&P will be supplied by the Department. Contractor shall arrange for necessary T & P at his own cost. Water and electricity (if required) will be in the scope of the contractor only.
- 5. There may be some restrictions on free movement of laborers at site and restriction of working hours and the agency shall consider this fact while quoting the rates and executing the work. Photo passes if any required for the worker shall be the responsibility of the contractor.
- 6. No labour huts shall be allowed inside the campus of above said work. The contractor shall make his own arrangement for the stay of labour outside the campus including transportation and nothing extra shall be payable on this account.
- 7. The Contractor shall also be required to follow the rules & restrictions imposed on working/movement/stacking of materials by the local competent authority at all times. Nothing extra shall be payable on this account.
- 8. All the materials which are intended to be used in the work shall be approved by the Engineer-in- Charge before use at site.
- 9. The watch & ward of the materials issued to the Contractor or installed at site will be responsibility of the contractor till the installations are finally handed over to the department after completion.
- 10. The department shall not provide any store accommodation for the material brought by the contractor or issued by the department.

- 11. Damage to the building during execution of work shall be made good by the contractor matching with the surrounding surface, otherwise the same shall be done at the cost of the working contractor.
- 12. Any damage to the existing fittings during the execution of work shall be replaced by the contractor at his own cost.
- 13. The execution of the job shall be done in a workmanlike manner to give structurally sound and neat appearance.
- 14. The plant having defects, if any, the same shall be made good/rectified within the quoted rates.
- 15. The work shall be executed as per schedule of work and terms and conditions or as per direction from the Engineer-in- charge on all working days including Sunday and Holidays. The contractor shall deploy manpower on all days as per the compliance of labour law.

S.No	Designation	Qualification	Experience	Minimum Number of Person	Rate of Recovery per day
1	Supervisor	B.Tech/Diploma in Mechanical, Electrical and AC&R.	04 Years for B.Tech and 05 Years for Diploma in Relevant field & in Chiller Plant	1 (26 man-days)	
2	Operator	ITI ( RAC)	2 year experience in Chiller Plant	3 (78-man days)	
3	Helper	10 /10+2 or	2 year experience in Chiller Plant	3 (78 man days)	

- a.) Supervisor- should have B. Tech./Diploma In relevant Trade with minimum 4 Year experience.
- b.) Operator Should have passed ITI in relevant trade with minimum two year practical experience in similar type of work
- c.) Helper Physically strong/Mentally fit, minimum 10th/12th Pass or above with minimum two year experience in the same type of work.

- 17. The personnel deployed at site should be well behaved having good integrity and shall follow the security protocols of IIT Ropar The personals found misbehaved or of doubtful integrity shall be immediately removed from this site and his entry shall be banned. The contractor shall take all precautions while deploying manpower and provide suitable manpower for the immediate occurrence of such incidents in writing by Engineer-in-charge at his own cost.
- 18. The contractor shall be fully responsible and liable for the safety of all the labour/staff deployed on the work under the contract. Any claim of any type of accident shall be borne by the contractor.
- 19. The cleaning/Preventive maintenance of AHU's /FCU's/ Cooling tower/ AC panel board/AC Plant room and all other items/equipment included in the list of Inventory shall be done in accordance with frequency of work, if not done necessary recovery shall be made from the bills of the contractor for which contractor shall be responsible. The recovery amount is decided by the Engineer-in-charge salary final and binding on the contractor and this will not be arbitrable.
- 20. Staff shall wear the uniform/dress as per the instruction of Engineer-in-Charge during duty hours at IIT Ropar. If any of the staff is found without Uniform/dress then recovery shall be made @50/- each per day from the contractor's bill.
- 21. The Contractor has to maintain a record of all visits and inspections made in a register for maintenance related activities and routine operation.
- 22. After the expiry of the contract, the plant will be handed over back to the department in similar condition as was handed over to the contractor at the time of start of the contract except normal wear & tear and the jobs for which the contractor is not responsible failing which recovery will be made from contractor's final bill. The decision of the Engineer in charge shall be final and binding.
- 23. Log book as per standard Performa will have to be filled in by the contractor's staff. The log book shall be kept in the plant room which will be checked by the Engineer in charge or his authorized representative. The contractor's staff shall have to take action as per directions of the Engineer in charge from time to time. The log book shall be supplied by the contractor free of cost as per standard Performa given by the department.
- 24. Gutkha/Pan Masala / Smoking/ Spitting are strictly prohibited in campus and contractor is requested to instruct their manpower/ employee about the same.
- 25. The contractor shall replace/repair equipment within his quoted rates. Nothing extra shall be paid by the department. In case of delay in attending the complaints, penalty at @500 per day will be imposed on the contractor. If break down occurred due to negligence/beyond reasonable delay in replacement of parts, then recovery of Rs. 5000/- per day upto 10% of the maximum contract value shall be made from the bill as assessed by the Engineer in Charge. However the agency will give his request to the department for specific reason to delay in attending the complaint for waive off Rs. 5000/- per day upto 10% of the maximum contract value. The decision in this matter will be final taken by the Competent Authority.

- 26. The supervisor and operator should be trained by Daikin and authorised to operation of the HVAC system. Daikin should submit the confirmation with name and details of the personnel along with the bill for processing.
- 27. Earth/insulation test of all equipment will be carried out every three months and to be recorded in the separate register failure of which a penalty of Rs. 1000/- per month will be affected.
- 28. The firm shall abide Contractor Labour Regulations amended up to date and the payment to staff shall be made (as per Minimum Wages Act. as notified by the Govt. of India) through Cheque/ECS. The payment to the contractor will be released only after giving proof to the department for the same.
- 29. The rates quoted by the firm shall be inclusive of all taxes and duties, octroi, levies, freight & watch and ward for the work at site etc. EPF & ESI contribution paid shall be reimbursement to the contractor on actual basis on production of proof as per as CPWD work manual 2023 corrected upto date.
- 30. ESI & EPF of the deployed staff shall be deposited by the Contractor in their account on monthly basis.
- 31. No RA bill shall be paid without document of ESI & EPF contribution of employee, salary sheet and attendance sheet.
- 32. The contractor shall arrange all the spares required for the healthy functioning of the equipment from OEM /authorized agent.
- 33. If any staff is on leave, the contractor shall arrange suitable substitute staff.
- 34. In case of absence of any staff, recovery at double of the minimum wages of that time shall be made from the contractor's bill.
- 35. Service report of preventive maintenance and operation of AC Plant, AHU's, FCU's and hot water generator etc. shall be submitted to the Engineer-in-charge along with at every running account bill.
- 36. The successful bidder shall maintain critical spare parts in store to attend the complaint at the earliest.

# SCOPE OF WORK UNDER OPERATION AND COMPREHENSIVE MAINTENANCE

# SERVICE CONTRACT

- 1. Taking a set of readings and evaluating to ensure satisfactory performance of the plant on a daily basis.
- 2. The chiller system will be serviced four times in the contract period. One of these services will be rendered positively before the onset of summer season to ensure trouble free working of the chiller system during the summer season.
- 3. The next service will be rendered in the quarter after the summer season. Breakdown calls will be attended to during the contract period.
- 4. Descaling the condenser units once in a year.
- 5. Overhauling/repairing the components of the equipment at site or in-service station as and when required.
- 6. Checking the microprocessor controller for its proper functioning and repairing/ replacement of the same if found necessary.
- 7. Reporting the healthiness of the plant and suggesting improvements if any.
- 8. Repairing of equipment installed such as compressor, condenser, chiller, motor rewinding, cooling tower fins, cooling tower motor, heating / cooling coils, fans, pumps, are covered under CAMC.
- 9. Repairing/Replacement of electrical panel of HVAC equipment, all part of AHU's, control wiring of all types of valves (sluice, balancing, NRV, Gate valve, butterfly valves etc.), sheet metal & insulation are covered under CAMC.
- 10. Cleaning the evaporator on a quarterly basis.
- 11. Checking the function of the compressor and accessories of chillers.
- 12. Attending the complaints / breakdown calls whenever called on within 12 Hrs.
- 13. All oils and greases required for lubrication of compressors, fan bearings, motors bearings, fuse unit bulb pivots, other moving parts and all the consumables will be in the scope of agency.
- 14. All refrigerants required for topping up and refilling.
- 15. All chemicals for the correct chemical treatment of the cooling tower and chilled water system.
- 16. All carbon brushes required to replace worn brushes in electric motors.
- 17. The maintenance shall also include a minimum of 12 months preventive maintenance visits by qualified personnel who are thoroughly familiar with the type of equipment and sys
- 18. Repair of chilled water and condenser water pipe, insulation, duct, grill, damper and all kinds of masonry/ structural work.
- 19. Repair / Replacement of controls, pressure switches, Gauges, modulating valves, Modulating motors, Microprocessor.
- 20. a) Preventive maintenance call : On urgent call at any timeb) Breakdown Calls: As required or requisition from time to time.c) The Contractor should ensure proper functioning of all the systems all the time
- 21. Replacing filters of all AHU's free of cost within Two years after award of work or as requirement decided by Engineer-in-Charge.
- 22. Operation and maintenance of HVAC plant by providing following minimum manpower for 24 x 7 operations for 365 days or as extended period of contract:
  - i) For 4 x 500 TR Centralized AC Plant and 4 x 500 KW Hot Water Generator at

a)	Supervisor-		1 No.
b)	Operator	-	3 Nos.

- c) Helper 3 Nos.
- ii) The reliever manpower will be take care by successful bidder.

# Monthly Checks

- To check the Oil levels & Refrigerant Pressures of the A.C. Plants.
- To clean all the Air- Filters of AHUs of all floors by compressed air or by water depending upon the material of the filters.
- Routine Cleaning of Cooling Tower sump and pot strainer as and when required.
- To check the Electrical panel
- To check and maintain appropriate belt tension.
- To Clean water line strainers
- To lubricate the bearings wherever it is applicable
- Check the Thermostat setting and reset, if required.
- Checking the operating pressures.
- To check the log book reading and advising the operators for better performance of the machine.

# Quarterly Checks:

- Lubrication of all bearings wherever found necessary.
- Checking/rectification of alignment of couplings in direct driven components.
- Inspection of the safety and operating controls for proper and safe .
- Leak testing and rectifying leaks in the refrigeration system.
- Cleaning of chilled water strainers.
- The supervisor and operator should be trained by Daikin and authorised to operate the HVAC system. Daikin should submit the confirmation with the name and details of the personnel along with the bill for processing.
- To check and clean the compressor and fan motor contactors.
- To check the lubrication oil in the crankcase.
- To check the overall performance of the plants.

# Yearly Checks:

- Chemical cleaning/Descaling of shell and tube condenser in water cooled chiller.
- Cleaning of cooling Tower sump, nozzles and louvers.
- Repair/replacement of the component of the chiller, including changing of parts found necessary.
- The scope includes at least 1 time assessment per year by Daikin Service personnel and submission of health report of chillers. The official ID card and other relevant details shall be submitted.
- Alarms and other history shall be downloaded through chiller OEM (Daikin) software and submitted to institute for reference once a year.
- Changing of filter drier core if found necessary.
- Cleaning of suction strainer, if found necessary
- Changing of compressor oil if found necessary (Based on Oil Analysis Report)
- Oil & water analysis.

# <u>Annexure-II</u>

# Payment Terms

- 1) Payment terms: Operation & CAMC of HVAC: Quarterly basis after completion of each Qtr against submission of invoice.
- 2) GST@18% or as applicable shall be charged extra.

# Inventory

Serial No.	Equipment Details	Number of Equipment
1	VAV	74 NO'S
2	FCU	199 NO'S
3	CSU	40 NO'S
4	FM-AHU	58 NO'S
5	VFD CHILLERS (WSC) 500 TR Each	4 NO'S
6	COOLING TOWER	4 NO'S
7	CHILLED WATER PUMP PRIMARY PUMP	4 NO'S
8	CHILLED WATER PUMP SECONDARY PUMP	4 NO'S
9	CONDENSER WATER PUMP	4 NO'S
10	MAKEUP WATER PUMP	1 NO'S
11	FILTER SOFTENER FEED PUMP	2 NO'S
12	FILTER BACKWASH PUMP	2 NO'S
13	FLUSHING WATER PUMP FOR TANK CLEANING	2 NO'S
14	SUBMERSIBLE PUMP 2HP	2 NO'S
15	HYDROPNEUMATIC SYSTEM FOR CONDENSER WATER SUPPLY	1 SET
16	HOT WATER GENERATOR 500 KW EACH	4 NO'S

# PART – C

Note: Price bid should be uploaded in given BOQ\_XXXX.xls format online and not in the technical bid failing which your bid shall stand rejected. However, the price bid is as follows for your reference.



Tender Inviting Authority: Indian Institute of Technology Ropar

### Name of Work: Operation and Comprehensive Annual Maintenance Contract of Daikin make HVAC high side and low side equipment installed at IIT Ropar

Tender No: IITRPR/ENM/T/24/

Name of the Bidder/ Bidding Firm / Company :								
PRICE SCHEDULE (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY) (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )								
NUMBER #	TEXT #	TEXT <mark>#</mark>	NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER #	TEXT #
SI. No.	Item Description	Item Code / Make	Quantity	Units	Quoted Currency in INR / Other Currency	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT col (14) = sum (8) to (13) in Rs. P	TOTAL AMOUNT In Words
1.01	Operation and Comprehensive Annual Maintenance Contract of	Daikin make ł	IVAC high sid	le and low s	ide eqiupment a	accessories during	summer, monsoon ar	d winter seasons etc. as per terms and conditions
1.02	Operation charges for providing manpower: Supervisor - 1, HV	AC Operator - 3	3, Helper - 3					
1.03	For 1st year	item1	12.00	month	INR		0.00	INR Zero Only
1.04	For 2nd year	item2	12.00	month	INR		0.00	INR Zero Only
1.05	For 3rd year	item3	12.00	month	INR		0.00	INR Zero Only
1.06	For 4th year	item4	12.00	month	INR		0.00	INR Zero Only
1.07	For 5th year	item5	12.00	month	INR		0.00	INR Zero Only
1.08	CAMC for Operation and Comprehensive Maintenance	1			1			
1.09	For 1st year	item6	12.00	month	INR		0.00	INR Zero Only
1.10	For 2nd year	item7	12.00	month	INR		0.00	INR Zero Only
1.11	For 3rd year	item8	12.00	month	INR		0.00	INR Zero Only
1.12	For 4th year	item9	12.00	month	INR		0.00	INR Zero Only
1.13	For 5th year	item10	12.00	month	INR			INR Zero Only
otal in Figures			Γ		1	1		INR Zero Only Zero Only
	Select %							
Quoted Rate in	Words					INR Ze	ero Only	