

PT.B.D.SHARMA UHS/PGIMS ROHTAK

Tender No. UHS/Rohtak/O&M/2023/306

Dt. 18.01.2023

PUBLIC NOTICE / LONG TERMS TENDER NOTICE

Sr	Name of Deptt./Board/Corpn.	Name of work/Notice/Tender	Opening Date Closing Date (Time)	Amount/ EMD (approx. in Rs.)	Website of the Deptt.	Nodal Officer /Contact Details / email	Tender Ref. No./ Tender No.
1.	PT.B.D.SHARMA UHS ROHTAK	Repair and Comprehensive Maintenance of HVAC Work in Lala Shyam Lal Super Specialty Block and A-Block, Old Emergency Building at Pt. B.D. Sharma, University of Health Sciences, Rohtak, Haryana.	OPENING 18.01.2023 at 11:00 AM CLOSING 17.02.2023 UPTO 11:00AM PRE BID MEETING WILL BE HELD ON 31.01.2023 at 11:00AM	EMD for Group No.1 ₹1,32,396/- And Rs.5000/- tender cost & E- services fee Rs.1000/- + 18% GST (Non- refundable)	www.uhsr.ac.in www.etenders.hry.nic. in All instructions are available on these websites	Estate Br. Contact No.2942, 2944 Email: estate@uhsr.ac.in	No.UHSR/Estate /2023/ dt. _____

NOTE:

1. Corrigendum, if any, will not be advertised/published in the news papers but will be available on the website www.etenders.hry.nic.in.
2. Venue & Time for Pre bid Meeting :
Group No. 01: O/o Medical Superintendent, PGIMS, Rohtak on dated 31.01.2023 at 11:00 AM


17.1.23
**Superintendent
For Registrar**



**Pt. B.D. SHARMA UNIVERSITY OF HEALTH
SCIENCES ROHTAK, HARYANA**

TENDER

FOR

**PROVIDING REPAIR AND COMPREHENSIVE ANNUAL
MAINTENANCE SERVICES (CAMC)
OF HVAC WORKS**

in

**Lala Shyam Lal Super specialty Block and A-Block, old
emergency Building**

AT

**Pt. B.D. Sharma University of Health Sciences, Rohtak
HARYANA**

Estimated Cost Rs. 66,19,800/-

**Pt. B.D. SHARMA UNIVERSITY OF HEALTH SCIENCES ROHTAK,
HARYANA**

NOTICE INVITING e-TENDER

Tender No. UHS/ROHTAK/O&M/2023/1

Dated: _____

Registrar, University of Health Sciences, Rohtak hereby invite online bids under two bids system (technical and financial) from eligible and reputed firms, agencies, companies, vendors/contractors for Comprehensive Maintenance of HVAC system in Lala Shyam Lal Super specialty Block and A- Block, Old emergency building in Pt. B.D. Sharma university of health Sciences, Rohtak Haryana. The detail is as under: -

Name & Description of work	Estimated cost of tender	Tender document fee & e- service fee	Start date and time of bid preparation and submission	Last date to fill/upload the tender through e-Tendering.	Date and time of opening of technical bid	Period of contract	EMD amount (in Rs.)
Repair and Comprehensive Maintenance of HVAC work in Lala Shyam Lal Super specialty Block and A-Block, old emergency Building in Pt. B.D. Sharma university of Health Sciences, Rohtak, Haryana	Rs. 66,19,800/-	Rs.5000 + Rs.1000	18/01/2023 at 11.00 AM.	17.02.2023 upto 11.00 AM.	17.02.2023 at 01.00 PM.	12 calendar months	Rs.1,32,396/-

The bid document is available online from 18/01/2023 at 11.00 AM. For submission & other tender details, please refer detailed NIT on e-tender portal www.etenders.hry.nic.in

The Earnest Money Deposit (EMD) & Tender Fees should be submitted in SBI Account No. 39004947732, IFS Code SBIN0004735, Branch Medical College, Rohtak and Beneficiary Name- Registrar, Pt. B. D Sharma, UH Rohtak.

Pt. B.D. Sharma University of Health Sciences authorities reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever.

Prospective bidders are advised to regularly scan through e-tender at portal "www.etenders.hry.nic" .in as corrigendum/amendments etc., if any, will be notified on this portal only and separate advertisement will not be made for this.


17/01/23

Registrar,
Pt. B.D. Sharma University of Health Sciences,
Rohtak.





Pt. B.D. Sharma University of Health Sciences, Rohtak, Haryana
NOTICE INVITING E-TENDER (Detailed NIT)

Tender No. UHS/ROHTAK/O&M/2023/1

Dated:.....2023

Registrar, University of Health Sciences Rohtak hereby invited online bids under two bids system (technical and financial) from eligible and reputed firms, agencies, companies, vendors/contractors for Repair & Comprehensive Maintenance (CMC) of HVAC system in Lala Shyam Lal Super specialty Block and A-Block, old emergency Building in Pt. B.D. Sharma university of Health Sciences, Rohtak, Haryana. The detail is asunder: -

Name & Description of work	Estimated cost of tender	Tender document fee & e-service fee	Start date and time of bid preparation and submission	Last date to fill/upload the tender through Tendering.	Date and time of opening of technical bid	Period of contract	EMD amount (in Rs.)
Repair and Comprehensive Maintenance of HVAC work in Lala Shyam Lal Super specialty Block and A-Block, old emergency Building in Pt. B.D. Sharma university of Health Sciences, Rohtak, Haryana	Rs. 66,19,800/-	Rs.5000 + Rs.1000	18/01/2023 at 11.00 AM.	17.02.2023 upto 11.00 AM.	17.02.2023 at 01.00 PM.	12 calendar months	Rs.1,32,396/-

The payment for Tender Document Fee shall be made by eligible bidders as per online payment guidelines available at the www.etenders.hry.nic.in. The interested bidders are advised to ensure payment of e-document fee and e-service fee well in time. Perspective bidder's request to extend the date will not be accepted for the reason of their inability to deposit the required fee on last moment.

The documents to be uploaded online are listed at Enclosure - VI.

The complete set of Tender Documents has been made available at e-tender portal www.etenders.hry.nic.in


The interested applicant contractors/firms who may wish to attend the pre-bid meeting which will be held in office of Medical Superintendent, PGIMS Rohtak on date 31/01/2023 at 11:00 AM for uploading tender documents.

Prospective bidders are advised to regularly visit the e-tender portal www.etenders.hry.nic.in as corrigendum/amendments etc., if any, will be notified

on this portal only and separate advertisement will not be made.

~~17/1/23~~

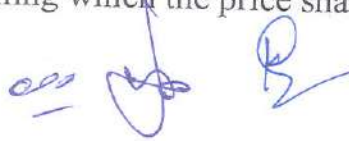
Registrar,
Pt. B.D. Sharma University of Health Sciences,
Rohtak

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TECHNICAL BID

S.no.	Criteria	Brief Details
1.	Eligibility Criteria	<ol style="list-style-type: none">1. The company should be OEM/Authorized agency of OEM for HVAC plants.2. The firm/ or technical agents have to produce valid Electrical License (proof to be submitted issued by the contractor).3. The firm should have completed at least two AMC/CAMC of HVAC plants/Air conditioning system, at least one of which should be of Government/Semi Govt./PSU/ (proof to be submitted).4. The bidder should produce valid PAN, ESI, EPF, Labour License, and GST Certificate and latest copy of IT returns (FY 2019-20 to 2021-22)- (proof to be submitted).5. Registration of firm6. ISO Certificate
2.	Period of Services	One year + extendable up to further two Years on years basis subject to satisfactory services by the agency with the approval from competent authority.

Note: The financial bid of only those firms shall be opened who will qualify in Technical is as above. All of the terms and conditions are mandatory/compulsory. Therefore, all the relevant documents indicated at above are invariably required to be attached with the technical bid failing which the price shall not be considered at all.



Instructions to bidder on Electronic Tendering System

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1. Registration of bidders on e-Procurement Portal: -

All the bidders intending to participate in the tenders process online are required to get registered on the centralized e - Procurement Portal i.e. etenders.hry.nic.in Please visit the website for more details.

2. Obtaining a Digital Certificate:

- 2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- 2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details, please visit the website www.etenders.hry.nic.in.
- 2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-Certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate form.
- 2.4 The bidder must ensure that he/she comply by the online available important guidelines at the portal etenders.hry.nic.in for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.
- 2.5 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to **keep a backup of the certificate** and also keep the copies at safe place under proper security (for its use in case of emergencies).
- 2.6 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate /power of attorney/lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of



the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

2.7 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

2.8 The same procedure holds true for the authorized users in a private/ Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3 Pre-requisites for online bidding:

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from Nextenders (India) Pvt. Ltd. or downloaded from the home page of the website www.etenders.hry.nic.in The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

4 Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at www.etenders.hry.nic.in

5 Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Procurement portal www.etenders.hry.nic.in

6 Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

7 Online Payment of Tender Document Fee, eService fee, EMD fees & Bid Preparation & Submission (PQQ/ Technical & Commercial/Price Bid):

i) Online Payment of Tender Document Fee & e-Service fee:

The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee shall be made by bidders/ Vendors online directly through Internet Banking Accounts and eService Fee through Debit Cards & Internet Banking Accounts. The Payment for EMD shall be made online directly through RTGS / NEFT & OTC. The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

ii) PREPARATION & SUBMISSION of online APPLICATIONS/BIDS:

Detailed Tender documents may be downloaded from e-procurement website (<https://haryanaeprocurement.gov.in>) and tender mandatorily be submitted online.

Scan copy of Documents to be submitted/uploaded for Prequalification or Technical bid under online PQQ/ Technical Envelope: The required documents (refer to DNIT) shall be prepared and scanned in different file formats (in RDF /JPEG/MS WORD format such that file



size is not exceed more than 10 MB) and uploaded during the on-line submission of PQQ or Technical Envelope.

FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually)

8. ASSISTANCE TO THE BIDDERS: -

In case of any query regarding process of e- tenders and for undertaking training purpose, the intended bidder can also avail the following and can contact service provider as per below:

Office Timings of Help-desk support for Single e-Procurement Portal of Government of Haryana- Technical Support Assistance will be available over telephone Monday to Friday (09:00am to 5:30 pm) & Training workshop will be conducted one very 1st, 2nd Friday (from 3:30pm up to 6:00 pm) and 4th Saturday (from 11:30am upto 3:00pm) of each month.

All queries would require to be registered at our official [e-mail-chandigarh@nextenders.com](mailto:chandigarh@nextenders.com) for on-time support (Only those queries which are sent through e-mail along with appropriate screenshots or error description will be considered as registered with the Help-desk)

Important Note: -

- (a) Any intending bidder can contact the helpdesk on or before prior to 4 hours of the scheduled closing date & time of respective e-Auction/Tender event.
- (b) For queries pertaining to e-Payment of EMD, please contact the help desk at least 2 business days prior to the closing date & time of e-Auction/Tender event. Help-desk support will remain closed during lunch break i.e. from 1:30 PM upto 2:15 PM on each working day.

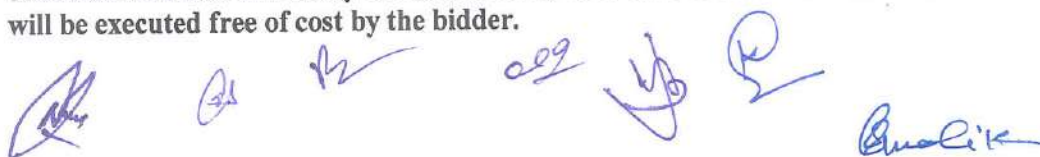
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TERMS AND CONDITIONS TO THE TENDERERS

- 1 Sealed offers under two bids system in the prescribed forms are invited from eligible tenderers for providing Repair and Comprehensive Maintenance (CAMC) of HVAC system detailed in this bid document.
- 2 Tender form shall be complete in all respect. Incomplete tenders or tenders without E.M.D shall be treated as invalid.
- 3 Last date of submission of tender is 17/02/2023 upto 11.00 AM
- 4 Date and time of opening of tender is 17/02/2023 at 01.00 PM
- 5 Format -1 enclosed shall be filled without exception. The tenderer shall also enclose the latest Income Tax Clearance Certificate and proof of VAT/works Contract Tax Registration/GST Registration where applicable.
- 6 A power of attorney in favour of person signing the bid should also be submitted.
- 7 The rates for Repair and CMC of HVAC system shall be quoted in Figure and words for one year. In case of any discrepancy in rates, the rates written in words shall prevail.
- 8 The Competent Authority of Pt. B.D. Sharma University of Health Sciences, Rohtak, reserves the right to acceptor reject any tender or all tender without assigning any reason.
- 9 Conditional tenders are liable to be rejected/may be accepted without conditions.
- 10 The site for the work is available and can be seen on any working days during office hours by contacting estate office of Pt. B.D. Sharma University of Health Sciences, Rohtak, Haryana. Intending Bidders 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 risks, contingencies and other circumstances which may influence or affect their tender. A Bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The Bidder shall be responsible for arranging and maintaining at his own cost all materials, tools, 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 Bid by a Bidder 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 etc., if any, will be issued to him by the Employer and local conditions and other factors having a bearing on the execution of the work.
- 11 The tender for the work shall remain valid for acceptance for a period of **one hundred twenty days (120 days)** from the date of opening of tender,
- 12 These terms and conditions shall form a part of the contract document.
- 13 The EMD of unsuccessful tenderers shall be refunded within one month after the award of work to the successful tenderer.
- 14 Rates quoted shall be firm and fixed and are inclusive of cost of manpower, material, machinery, tools and plant consumable etc., complete and exclusive of all taxes i.e firms have to quote basic rate for Repair and CMC of HVAC system. No escalation of whatsoever nature shall be payable.
16. The successful Bidder would be required to establish its office within the site of the work in the space provided by the authorities of Pt. B.D. Sharma university of Health Sciences Rohtak, Haryana.

Contents of Financial Package

The financial package (**VOLUME II - BILL OF QUANTITY/ PRICE BID**) should be submitted ONLINE only. These prices should include all costs associated with the works including any out of pocket mobilization expenses, insurances, all taxes, all charges (exclusive GST), all statutory charges, all duties, levies, cess, VAT, including Service tax and/or GST etc. **The Bidder must ensure to fill up price against each item of Price bid.** If any cell is left blank, then value of that cell shall be treated as "0" (ZERO) item will be executed free of cost by the bidder.



The Contractor must ensure to fill up price AS PER BOQ.

Please note that the price should not be indicated in any of the documents submitted except financial bid (Price bid). Non-compliance shall entail rejection of the Bid.

17. **Evaluation of Technical Bids:** The Envelope No.1 shall be opened first and checked for the presence of the requisite EMD and Tender Document Fee (in case of tender documents downloaded from the website). The Technical Bid of bidders, whose EMD is found in order shall be opened and will be evaluated. The Bidders should take care to submit all the information sought in prescribed formats.
- a. Firm's relevant experience and strength – Profile of agency, registration details, experience of similar works, annual turnover, total manpower employed.
- b. Qualification/Related experience.
18. **Financial Bid Opening:** The financial bid of technically qualified bidders will be opened from e-tender portal.
19. **Award of work:**
- a. The selection of the agency will be at the sole discretion of the competent authority of Pt. B.D. Sharma University of Health Sciences, Rohtak, Haryana who reserve the right to accept or reject any or all the tenders without assigning any reason.
- b. The contract for Repair and comprehensive Maintenance shall be awarded to the qualified responsive tenderer who has quoted lowest rates.
- c. Upon evaluation of offers the notification on award of contract will be intimated to the successful tenderer.
20. The bid security shall be forfeited:
- (a) if the bidder withdraws his bid during the period of bid validity;
- (b) if the bidder does not accept the correction of his bid price
or
- (c) in the case of a successful bidder, if he fails within the specified time limit to:
- (i) sign the Agreement; or
- (ii) furnish the required performance security.
21. **Performance security**
- On award of contract the agency/ contractor will be required to submit the performance security equal to 5% of the contract value in favor of Registrar Pt. B.D. Sharma University of Health Sciences, Rohtak which will be adjusted against security deducted from running payments.
- Or
- The agency can have submitted bank guarantee equal to 5% of the contract value in favor of Registrar Pt. B.D. Sharma University of Health Sciences, Rohtak which will be adjusted against security deducted from running payments.



GENERAL CONDITIONS OF CONTRACT

Definitions and Interpretation

1. Definitions

- i) "Contract" means these conditions, the Specification, the Bill of Quantities, the Tender, the Letter of acceptance, the Contract Agreement (if completed) and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement (if completed).
 - ii) "Specification" means the specification of the Works included in the Contract and any modification thereof.
 - iii) "Tender" means the Contractor's priced offer to the Employer for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance. The word Tender is synonymous with "Bid" and the words "Tender Documents" with "Bidding Documents".
 - iv) 'employer' means Registrar/ Pt. B.D. Sharma University of Health Sciences Rohtak.
 - v) "Letter of Acceptance" means the formal acceptance of the tender by Competent authority of Pt. B.D. Sharma University of Health Sciences, Rohtak or on its behalf.
- (b)
- i) "Commencement Date" means the date upon which the Contractor receives the notice to commence the works.
 - ii) "Time for Completion" means the time period for which the contract of Repair and Operation and Maintenance Services has been awarded by the employer to the contractor.
- (c) "Taking Over Certificate" means a certificate issued by employer evidencing successful completion of the awarded work.
- (d)
- i) "Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract.
 - ii) "Retention Money" means the aggregate of all monies retained by the Employer.



Damage to Persons and Property

8 The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the Employer against all losses and claims in respect of:

- (a) death of or injury to any person caused by his own acts or omissions, or
- (b) loss or damage to any property:

Which may arise out of or in consequence of the Operation and Maintenance of the works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof.

9. **Accident or injury to Workmen**

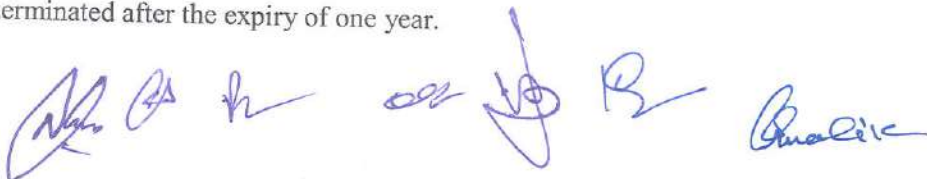
The Employer shall not be liable for or in respect of any damages or compensation payable to any workman for death or injury resulting from any act or default of the contractor. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation and expenses whatsoever in respect thereof or in relation thereto.

10. **Evidence and Terms of Insurance**

The Contractor shall take out appropriate insurance to cover his work and workers and staff employed by him fully. The contractor shall provide evidence to the Employer as soon as practicable after the respective insurance have been taken out but in any case prior to the start of work at the Site that insurance required under the Contract have been effected.

12. **Time for Completion**

The Operation and Maintenance work shall be for a period of one year or as mentioned in the letter of commencement and shall start from the date issue of letter commencement and shall stand terminated after the expiry of one year.

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Extension of Time

13. The Comprehensive Maintenance contract may be extended on the written mutual consent of both Employer and Contractor for a further period of two years. However, employer reserves it's right to terminate the Comprehensive Maintenance contract by giving 15 days' notice at any time during the currency of the contract if the services of the agency are not satisfactory as per the opinion of employer or it's representative.

14. Defect Identification and its rectifications

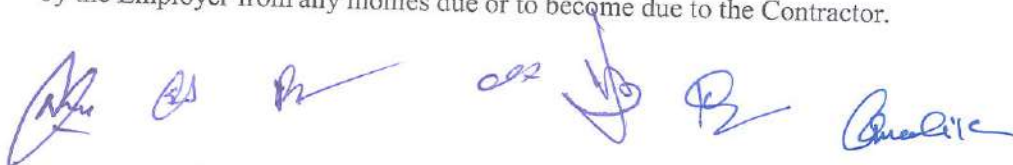
The Contractor shall immediately attend the defects and complaints noticed at site. The Contractor shall provide and develop a system for regular Operation and Maintenance of all the services which includes defects identifications and its immediate rectification so, that services are not effected. It shall be the sole responsibility of the Repair and Maintenance agency that all the services are kept in functional condition round the clock during the currency of the contract.

15. Liquidated Damages for Delay

If the Contractor fails to attend any complaint or defect in the response time indicated in Annexure - D due course of time and if in the opinion of employer delay is on the part of Operation and Maintenance agency, the employer can impose liquidated damages on the contractor as detailed in the particular conditions.

16. Contractor's Failure to Carry out Instructions

In case of default on the part of the Contractor in carrying out Repair and Maintenance the Employer shall be entitled to employ and pay other persons to carry out the same and if such work, in the opinion of the employer, the Contractor was liable to do at his own cost under the Contract, then all costs consequent thereon or incidental thereto shall be determined by the employer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor.

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20. Deduction of Income Tax

The amount to be deducted towards the advance income tax shall be at the rate applicable.

21. Monthly Payments

The Contractor shall submit monthly bill complete in all respects by the 7th day of each month. The employer shall clear the bill and certify due amounts for payment within 15 days.

22 Retention Money

Retention money @ 10 % (ten percent) shall be deducted from each monthly bill subject to the maximum of 5% (Five Percent) of the contract price after approval by engineer. 50% of the total retention money will be released after successful completion of one-year maintenance on request of contractor & balance 50% will be released within one month after completion of work as per agreement.

23. Performance Guarantee

Within two weeks of award of work, the Contractor shall submit a Performance Security equivalent to 5% of the contract value for proper performance of the Contract in the format enclosed as Enclosure III.

The performance guarantee shall be valid for the duration of the contract period plus 60 days. The performance security can be encashed by the Employer to recover any amount which is payable by the Contractor to the Employer on any account for a cause arising out of the contract.

24. Final Certificate

Within 28 days after receipt of the Final Statement, and the written discharge, the engineer shall issue to the employer (with a copy to the Contractor) a Final Certificate stating:

- (a) The amount which, in the opinion of the Engineer, is finally due under the Contract, and
- (b) After giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled under the Contract.

25. Default of Contractor

25.1 If the performance of the contract and is not satisfactory and not corrected within 15 days of receiving notice, then employer shall be at liberty to terminate the contract and get the work executed through other means at the risk and cost of the Contractor.

25.2 In the event of termination of the contract, employer shall be at liberty to get balance work done at the risk and cost of the contractor and due payment of the contractor, if any, shall be released after the completion of whole of the works.

26. Amicable Settlement of Dispute

The party shall use their best efforts to settle amicably all disputes arising out of or in connection this contract or the interpretation thereof.

27. Arbitration

Any dispute and differences relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof in respect of which amicable settlement has not been reached shall be referred to the Sole Arbitration of the Vice Chancellor, Pt. B.D. Sharma university of Health Sciences, Rohtak, who shall proceed as per the Arbitration Act, 1996.

27.1 The work under the contract shall continue, during the Arbitration proceedings.

27.2 The award of the Arbitrator shall be final, conclusive and binding on both the parties.

28. Interpretation

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In interpreting these conditions of Contract, singular also means plural, male also means female, and vice-versa. Headings and cross-references between clauses have no significance. Words have their normal meaning under the language of the Contract unless specifically defined.

29. Language and Law

The language of the Contract is English. The jurisdiction of the Contract shall be with the Hon'ble Court at Rohtak only.

30 Communications

Communication between parties which are referred to in the conditions are effective only when in writing.

31. Contractor's Risks

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract are the Contractor's risks.

32. Contractor to execute the works:

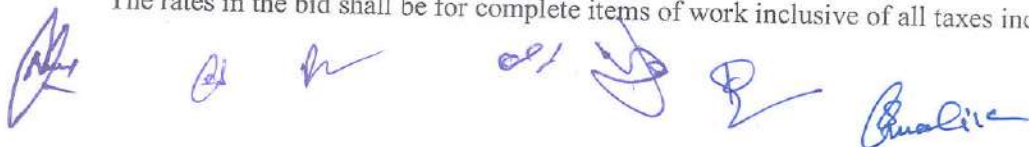
The Contractor is to execute the works in accordance with the Contract and the specifications.

33. Site information's

Contractor/agency/firms at his own cost shall provide Vehicle/Car of good running condition inclusive of all services like driver, consumables and maintenance etc at any time for exclusive use of engineer/Employer round the clock during the currency of the contract to University as per requirements given by the Engineer and a telephone/Mobile with STD/recharge facility.

34. Rates

The rates in the bid shall be for complete items of work inclusive of all taxes including



GST, statutory charges and all other charges for items contingent to the work, such as, packing, forwarding, insurance, freight and delivery at Site for the materials to be supplied by the Contractor, watch and ward of all materials for the Internal & external, Electrical Installation testing & commissioning work including water & power for successful installation, testing & commissioning work at Site etc.

A series of handwritten signatures in blue ink, including a large stylized signature on the left, several smaller initials or signatures in the middle, and a signature that appears to read 'Anolik' on the right.

1.0 SCOPE OF WORK FOR HVAC

The Scope of work as mentioned below are the minimum expected from the contractor including preventive and break down maintenance. Any other work required for comprehensive maintenance (including spares/consumables/tools and repairs) in proper way as per the operation and maintenance manuals of respective equipment's and as per good engineering practices will be required to be done under this scope of work. Ensure the safety of the equipment's and personals using it. Successful bidder will make Performa for recording the following minimum work schedule / parameters and show to authorities of Pt. B.D. Sharma University of Health Sciences rohtak / Client to ensure proper accomplishment of these tasks.

The scope of work shall include but not limited to smooth running and Maintenance of Heating Ventilation and Air conditioning systems (HVAC) as given in brief as above in 1.0. Operation of the plants will be done by existing staff of SDE Sub Div. No. 5 Public Health Engineering Department, Rohtak. Agency/Contractor will have to assist the staff of PHED for operation of HVAC systems round the clock 24 hours as per requirement for smooth running of the plants in three shift (or as specified), starting up of the plants, changeovers, shutdowns, inspection and record keeping, checking of refrigerant, Air distribution, purging operations, adjusting fresh air, maintenance of pumps, valves, cooling towers, operation of individual Air Handling Units (AHU), Ceiling Suspended Units (CSUs), FCUs, motor control centers etc., inspection of filters/coils and their cleaning, topping up of oil, water, preventive maintenance & cleaning of all the equipment's etc. in the systems as per the normal operating standards as specified by the manufacturer and as directed by Employer to maintain operating conditions of the systems.

List of Main equipments:-

A) Lala Shyam Lal Central AC Plant

S N	Description of equipments	Capacity	Qty.
1	Chiller Machine Make Carrier	100 TR	3
2	Condensor Pump with Motor	10 HP	6
3	AHU (Air Handling Unit)	2 HP	11
4	AHU (Air Handling Unit)	5 HP	6
5	FCU (Fan Coil Unit)	0.75 HP	6
6	Cooling Tower	100 TR	2
7	Hot Water Generator Make Rapid	150 KW	1



B) A Block (Emergency) Central AC Plant

S N	Description of equipments	Capacity	Qty.
1	Chiller Machine Make Make Kirloskar	210 TR	2
2	Condensor Pump with Motor Make Kirloskar	30 HP	8
3	AHU (Air Handling Unit)	5 HP	1
4	AHU (Air Handling Unit)	7.5 HP	3
5	AHU (Air Handling Unit)	10 HP	11
6	AHU (Air Handling Unit)	20 HP	2
7	Cooling Tower	100 TR	2
8	Hot Water Generator Make Rapid	150 KW	1

It is rearrested that the work scope is not limited upto above list equipment but all HVAC System Maintenance will have to be carried out under scope of this work.

- A. WORK TO BE DONE ON EVERY DAY BASIS which will be done by operating staff of PHED:**
1. The readings of the suction and discharges pressure, oil pressure, oil & gas level, suction and discharges pressure of pumps, Voltmeters & Ammeters etc shall be checked and recorded in the LOG-BOOK (provided by contractor as per Formats) on hourly basis. Necessary corrective actions are to be taken if the readings are not normal.
 2. To check all the electrical motors and their bearings for abnormal noise / heating and to take necessary action if found abnormal.
 3. To check the water level in the make-up water tank in the Cooling Towers and check functioning of float valve. See proper function of the Cooling Towers. Chemical dosing, water hardness checking, chloride checking and recording with remedial / corrective actions.
 4. To drain out water and clean the AC Plant Room / Cooling Towers/AHU's etc as and when required / scheduled.
 5. The inside ambient conditions i.e. DB, WB & RH of all the AHU's shall be recorded on hourly basis. Filters of the AHU's/ Fresh Air inlet etc are to be cleaned regularly as per schedule. The FINE/ HEPA Filters installed at different places are to be given special attention.
 6. The temperature of each room shall also be measured for any corrective action and these are to be recorded in log-book.



7. To keep the machine rooms equipment such as chilling plant area, AHU's, Exhaust fans neat and clean including their room floor, wall ceiling etc. in an orderly manner.
8. Any other work required by the equipment manufacturer/supplier/client for proper functioning.
9. All the complaints shall be attended within stipulated time after receiving it by phone / SMS or in complaint register format and rectified in totality to the entire satisfaction of the complainant and engineer or his representative. However, complaint related to any emergency work has to be attended immediately without loss of time.

B. WORK TO BE DONE ON WEEKLY BASIS:

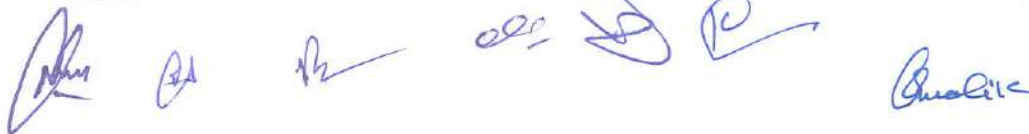
1. To check the refrigeration system.
2. To clean all the strainers and the filters of the Cooling Towers.
3. To check the lugs/thimbles/ terminal points of the electrical motor, switches, starters single phase precentors and the indication lights. etc.
4. To check the alignment / looseness of all the belts driven equipment and rectify if required.
5. Filters of AHU's/ Fresh Air inlet etc. are to be cleaned regularly as per services maintenance schedule.
6. Check water distribution.
7. Check float valve operation in water tank and expansion tank.
8. Check and clean air filters.
9. Check belt tension and alignment.
10. Check pump gland.
11. Check solenoid valve.
12. Clean water strainers.

C. WORK TO BE DONE ON MONTHLY BASIS:

1. To check the gland / seal, coupling of Pumps and Cooling Towers.
2. To check the solenoid valve, safety controls Mechanical, Electrical/ Electronics and the inter-locking of the various equipment's.
3. To check and clean the nozzles of the Cooling Towers and to clean the basin and sump of Cooling Towers. Look for water escaping from sides or from overflow and take remedial measures.
4. Blow out motor dust.
5. Check all settings and test operation of all safety controls.
6. To check the Drain pan of AHUs and clean.

D. WORK TO BE DONE AFTER EVERY THREE MONTH:

1. To check and lubricate (if required) the bearing of the motors and keep the proper record.



2. To check the foundation bolts of the Pumps and motors and to take the necessary action if required.
3. To check and reset the relays and controls, and to maintain the proper record. Carry out servicing of the main switches/ACBs as required. To tighten all screws, nuts, bolts of the Electrical Power / control system.
4. Check the quantity of Air flow from various out lets in each Room/ Area as per drawing and do adjustments of dampers etc. as and when required.

E. WORK TO BE DONE HALF YEARLY:

1. Clean water strainer in chilled water circuit.
2. Check the overload by measuring the amperage, check anti-recycle timer and operation of the electrical interlock, and voltage across the compressor terminal.
3. To tighten the clamps of cooling tower blades.
4. Cleaning of starters of all motors during winter shutdown.
5. De-scale water tubes in condensers.
6. Check the functioning of all controls and reset if requires.
7. Clean the cooling tower fills.
8. Check all strainers.
9. Clean cooling coil fins.

F. WORK TO BE DONE YEARLY:

1. Check dampers operation for freeness in operation clean and lubricate.
2. Check for obstructions loose boards fallen insulation on air ducts.
3. Check all wirings for loose contacts and rectify.
4. Clean baskets of pot strainers and "Y" strainers for AHU's.
5. Drain all water from pipe lines and fill fresh water. Do not keep water lines without water.
6. Change the oil in oil sump. Change filters and check oil temperature controls.
7. Inspect starter contracts are shield, transformer, and motor terminals, check connection in starter, tighten motor terminal control circuit terminals.
8. Inspect, calibrate and adjust all safety and operating controls including low temperature and high- pressure cut outs, motor protector, oil pressure control, and fan temp control to original specifications.
9. Chemical cleaning of cooling coils twice in a year during winter shutdown after six months.
10. Megger all the motors & electrical panels during winter shutdown.
11. Calibration of all temperature gauges, pressure gauges, RTDs and sensors and submitting of certificates for record.
12. Cleaning the evaporator if required.

H. Special Requirements:

Where ever required specialized filters have been used in the inlet air systems of the

 21

HVAC Plant. Special maintenance and cleaning has to be done on it. These filters have to be changed (filters included in scope) as per schedule/ system requirement, as and when required.

At a minimum, the following tests should be performed: -

1. Hepa Filter Media
2. Filter Frame Leak Test
3. Air flow velocities, Air changes, Pressure differential.

It is recommended these tests be performed by a qualified technician who is the familiar with the methods.

After the initial certification and recommendations these tests of calibration/ Validation shall be re-certified at a minimum on an annual basis and the contractor will submit the calibration/validation reports to KCGMC /Client for record. (for HEPA Filters only)

- I. **LOG-BOOK** for recording of parameters related to HVAC systems shall be provided by the contractor and will be maintained by staff of SDE/PHED under his supervision showing the complete working done on the HVAC systems and it should be made available to the UHS authorities, if demanded.
- J. **All maintenance materials** such as Lube oil, Refrigerant / Gas, oil filter, fuel filter, electric contactor, indicating lamps, HRC fuse, relays and all spares of chillers, AHU's different type of Air filters, water chemicals, water testing chemicals etc shall be provided by the contractor for the HVAC Plant system. All spares parts and materials used shall be genuine and of same make / compatible as installed and a minimum quantity of spares, refrigerants and materials for routine maintenance shall be kept at site to minimize time of maintenance. The contractor has to keep all equipment well maintained of whole HVAC Plant system so as to give proper output at all times.
- K. **Tools and equipment's** required for proper operation and maintenance for whole systems with their allied accessories etc. shall be provided by the contractor.
- P. Agency has to maintain the equipment's installed at site in good working conditions. In case the equipment's / component get defective same shall be repaired /replaced in accordance with performance standards/specified response time mentioned in the contract. Also entire installation shall be handed to the new agency in good working condition when directed by the Client. The details of items to be repaired /replaced under this scope of HVAC works are indicated as below. Employer decision will be final: -



Sl. No.	Name of Equipment/Capacity.	Repairable Items	Replacement items wherever required
1.	Chiller Machines	Motor rewinding, Compressor repair	Electrical cards, Sensors, solenoid valves, flow switch, Gas pump, Refrigerant and oil, display cards, connectors, RTD, pressure sensor, temp sensor, oil level sensor, fuses, contactors, relays, SPP, fasteners, safety controls and safety valves, Insulation, switchgears, refrigerant piping and fittings.
2.	Condenser pumps	Motor rewinding.	Seal, bearing, coupling, Impeller, connection plate, fuses, contactor, relays, SPP, fasteners, vibration isolators, pressure gauge, painting.
3.	Chilled water pumps (primary)	Motor rewinding, strainers, Insulation	Seal, bearing, coupling, Impeller, connection plate, fuses, contactor, relays, SPP, fasteners, vibration isolators, pressure gauge, painting.
4.	Chilled Water Pump with VFD (Secondary)	Motor rewinding, strainers, Insulation	Seal, bearing, coupling, Impeller, connection plate, fuses, contactor, relays, VFD Cards, SPP, fasteners, vibration isolators, pressure gauge, painting.
5.	Cooling Towers Lala Shyam Lal building (100 TR each 3 no. Make Carrier) A-Block Old Emergency Block (220 TR each 2 no. Make Kirlosker)	Motor rewinding, strainers, fan balancing,	Fan blades, bearings, gear box, Sprinkler, Fills, Nozzles, float valves, treatment chemicals, water hardness and chloride checking kit, Isolator switch, fasteners, gear Oil, lubrication oil, painting.

6.	Air handling Units. (Double skin/ unitary/ CSU)	Motor rewinding, VCD, Fire Damper.	Fan blades, valves, actuators, Shaft, bearing, cooling coil, V – belts, double skin filter, VFD, VCD, canvass connection, nut bolt, thermostat, control wiring, fresh air damper, bird screen, louvers, mixing / diverting / modulating valve, humidifier element, humidistat, geyser stat, contactor , strip heaters, fasteners, vibration isolators, suspension arrangement.
7.	FCU	Motor winding	Motor, shaft, cooling coil, solenoid valves, actuators, thermostat, control wiring, fasteners.
8.	Hot water Generators.	Any contact point.	Element, Electric circuit, Switch thermostats, safety valves, ammeter, voltmeter, control relays, contactors, painting.
9.	Propeller/ Inline / Centrifugal / Axial/ventilation/ smoke extraction fans.	Motor rewinding, fan Balancing	Capacitors, mounting plate, Fan blades, louvers, bird screens, shaft, bearing, V – belt, damper, fda interlocking relays, contactors, starters, pulley, painting, FDA system interlocking relays, actuator and control panel.
10.	AC Panel, MCCPANELS, Starter Panels, Control console	ACBs	Push buttons, Contactors, fuses, lugs, relays, thermal over load relays, indicator lamp, holder, connector, SPP, compression gland, cables and jointing kit of various sizes, CTs, voltmeter, ammeter, selector switch, TPN FCU, MCCB, control wiring, door handle, knob, door lock arrangement, Insulators, screws, fasteners, flexible cables, control wiring, door gaskets.
11.	Air-conditioning duct complete with all accessories		All the required works with spares such as damper, VCD, grilles, diffusers, air registers, vanes, GSS sheets.

12.	Piping network complete with expansion tanks		All the required works with spares, valves, Strainers, pressure gauges, temp gauges, RTDs, Butterfly, ball valve, and balancing valves, NRVs, Y- strainers, air vents, pressure gauges, temperature gauges, hangers, supports, flanges, gaskets, bends, Tee, reducers, welding works, patch painting
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Note: The items mentioned above are just indicative. However, the contractor has to repair / replace items which are required for operation & maintenance of equipment's in working condition without any extra cost.

The contractor shall ensure proper temperature in air-conditioned space as per season (Summer / Winter/Monsoon), periodical maintenance and cleaning of grilles/diffusers at all floors/cooling towers/AHU filters, AHU rooms etc. and periodical painting of all equipment's pipe lines etc. as per requirement or as directed by Employer.

S) The Contractor will submit the detailed preventive maintenance schedules in accordance with the above mentioned guidelines, within one Week of award of contract, for the approval of Employer. The approved schedule has to be followed in true spirit and deviation, if any, will be decided by the Employer.

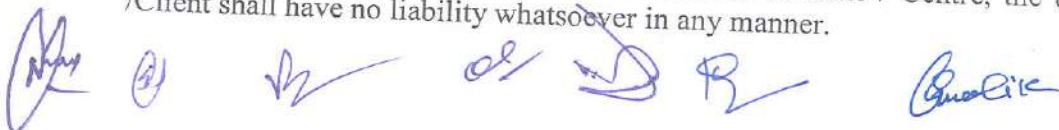
Operational requirement, in brief, includes plant start up, plant change over, plant shut down, routine inspection, record keeping, checking and adjusting the air distribution system as per normal optimum operating standards as specified by manufacturer and as directed by Employer.

Additional Conditions for HVAC system

1. The bidders are required to visit the site to see the actual installations for themselves to assess the quantum of work involved before submitting the tender. Once the tender is submitted, it will be presumed that the bidder has seen and understood the complete work involved for each of the system.

2. **Applicable Law:**

The contract shall be interpreted in accordance with the Laws of the Union of India. Contractor shall be solely responsible for compliance of all labor laws, payment of fair wages/ salaries and allowances to his personnel that might become applicable under any new act, law or order of Government of State / Centre, the university /Client shall have no liability whatsoever in any manner.



3. **Penalty clause applicable:**

- a) If the standby unit (in part or full) of HVAC system of any building fails, the contractor shall repair the unit within 48 hours' time and make the same ready for operation. For the purpose of penalty clause, one unit will comprise of the compressor, condenser, chiller, cooling water pump and chilled water pump. If the contractor fails to repair the standby unit within 48 hours, the following penalty will be imposed: -

While the standby unit is not available and if any other running unit of the same system (in part or full) fails, the following penalty will be imposed:

- 1% of the monthly HVAC charges of corresponding item of schedule of rates quoted by the contractor will be deducted for failure of working unit per day including the day of failure.

For not maintaining the prescribed temperature & humidity limits:

- For First 24 hours at the rate of 0.5% per day of the monthly HVAC charges of corresponding item of schedule of rates quoted by the contractor.
 - Beyond 24 hours at the rate of 1% per day of the monthly HVAC charges of corresponding item of schedule of rates quoted by the contractor.
- Minimum stock of refrigerant: If the contractor fails to keep the minimum stock of refrigerant as required for the HVAC systems, the following penalty will be imposed:
- 1% of the total monthly HVAC charges quoted by the contractor will be deducted for a shortfall of every cylinder per week or part thereof. However, this penalty will not be charged for periods less than one week.

b) **FOR MANPOWER:**

1. The contractor shall make his own arrangement for tools and tackles, refrigerant, testing equipment like gas leakage detection torch, vacuum pumps, charging unit etc., and all other materials/tools including spares, filters and lubricants required for the completion of maintenance work of HVAC systems.
2. The routine maintenance jobs are to be carried out during the timings from 09:00 Hrs. to 18:00 Hrs. on all working days. However, permission may be granted for extending the timings for specific task on the request of the contractor.
3. The responsibility of the university/ Client will be to make 3 phase power available up to MCCB panel. To rectify the control circuit or wiring problem related to the main panel / control console desk / instrument panel of HVAC systems will be responsibility of the contractor. The necessary follow-ups with the agencies will be in the scope of contractor.

4. The contractor will be responsible to run the units as required failing which penalty as specified in the relevant penalty clause will be imposed. In case of non-availability of spares which are to be procured and kept at site by the contractor, penalty clause will be applicable.
5. In case, any fault, such as burning of electrical motor or compressor seizure/damage etc. the contractor will have to make good the losses either by repair or by replacement as the case may be. The university/ Clients decision shall be binding on the contractor in this regard.
6. On the expiry of the contract, the contractor will have to handover all the HVAC system with associated accessories in good running condition, with all equipment charged with refrigerant/ lubricants up to the required/specified operating pressure/level failing which the same will be performed by the University / Client on its own or through any other agency and the cost of the same, including transportation charges, overheads etc., will be deducted from the pending bills/security deposit of the contract.
7. If any part of HVAC system is not attended with in stipulated period of breakdown, the University / Client will be at liberty to repair the said part from any other agency or by its own and the amount spent on such repair work, including transportation charges, overheads, etc. will be deducted from the bill of the contractor. This will be in addition to the imposition of Penalty to the contractor as specified in the Penalty Clause.

12. SCOPE OF WORK IN GENERAL

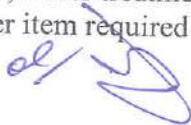
Besides above, the contractor will attend to all break downs promptly within the prescribed time limits, failing which the Contractor is liable to attract Penalty as described in the Penalty Clause. All the technical details regarding air conditioning unit, operation details, procedures of maintenance or any other clarification, can be taken from Employer as and when required.

13. Contractor shall maintain records and log sheets in the format as specified by Employer. Log book / log sheet shall be arranged by the contractor at his own cost.

14. Scope of supply:

The contractor shall supply equipment/ spares/ refrigerants and lubricating oils for the central HVAC systems plants installed and package air conditioners. The electric power supply and water required for the running of the air conditioning systems will be supplied by the university / Client free of cost.

The scope of supply for contractor shall include but not limited to supply of all the spares, refrigerant, consumables, water treatment chemicals, test equipment, tools & tackles, manpower and any other item required to run/maintain the HVAC system.



The contractor shall always maintain a minimum stock of SPARES, CONSUMABLES, CHEMICALS, Refrigerant at site as per maintenance manuals of respective equipment and as directed by Employer.

Any other item not specifically mentioned above but required to complete the jobs in totality shall be in the contractor's scope of supply.

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Shift C

Log book for AHUs
Shift Timing

Annexure AC-2

TIME	Chilled Water temp		Hot Water Pressure		Noise Level	Belt tension	Filter condition	Temp			Supply Zone		AMP	Remarks
	In	Out	In	Out				DB	WB	RH	TEMP	RH		
8														
9														
10														
11														
12														
13														
14														
15														
16														
17														
18														
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20														
21														
22														
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24														
1														
2														
3														
4														
5														
6														
7														
8														

Work Done in Shift A
Shift C

Work Done in Shift B

Work Done in

[Handwritten signatures]

[Handwritten signatures]

[Handwritten signature]

REGISTRATION OF COMPLAINT
Date

Annexure AC-3

Name of work:

Sl. No.	Description Of complaint	Nature	Complaint by whom	Specific Location	Register of complaint		Attendance of Complaint		Complaint done by		Remark by Client
					Date	Time	Attended by	Expected Date and time	Attended by/Action taken	Actual date and time	

Signature

Sup. Contractor

Signature

J.E.

Satisfactorily attended: -

Signature
Client

Signature
Rep UHSR










Annexure AC-4

FORMAT FOR COMPLAINT REGISTER
Date

Sl. No.	Description of complaint	Complaint by whom	Specific Location	Register of complaint		Attendance of Complaint		Signature	
				Date	Time	Attended by/action taken	Expected Date and time	Contractor	Complainant

Name of work: HVAC day to day maintenance

TECHNICAL BID (PART B)

Format I

BRIEF DESCRIPTION OF THE FIRM

- a) Name of the firm.
- b) Type of firm (Individual/Proprietary/Limited Company or any other).
- c) Certificate of authorized agency from OEM(CARRIER/KIRLOSKAR)
- d) Detail of competed AMC/CMC of HVAC in any GOVT/Semi Govt/PSU
- e) Copy of valid Electrical Contractor License
- f) PAN,ESI,EPF, Labour license and GST certificate and latest copy of IT returns. (FY 2019-20 to 2021-22)
- g) Registration of Firm
- h) ISO certificate
- i) Any other information.

Provide documents in support of the details provided in the above format, failing which the authenticity of the information may not be accepted

①









Enclosure-I

COMPLAINT REGISTRATION FORM

Date
Time
Nature of complaint

Complainant: _____
Signature: _____

Complaint attended by.
Date
Time

Designation:

From _____

To _____

Action taken report: -
Certified that the complaint has been satisfactorily attended.

Contractor _____ Complainant _____
Date _____

To be submitted along with running bills.

Enclosure-II

MAINTENANCE COMPLAINT REGISTER

S.No.	Date & Time	Complainant	Nature of complaint	Complaint attended by Date & Time	Remarks/ Action taken report: -	Signature of Contractor

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

FORMAT FOR EMD/BID SECURITY

(To cover payment of Bid Security and Conditions of Contract)

(On a stamp paper of appropriate value from any Nationalised Bank or Scheduled Bank)

To

The Registrar,
Pt. B.D. Sharma University of Health Sciences, Rohtak.

Dear Sir,

In consideration of your agreeing to accept Bank Guarantee for Rs.
(Rupees) in lieu of payment from
M/s having its /their registered office at
.....
(hereinafter called the Bidder) towards Bid Security in respect of your Tender no.
..... calling for Tender for
at and for due fulfilment of the terms and conditions of the
said Tender, we hereby undertake and agree to indemnify and keep you indemnified to the extent of
Rs (Rupees
.....).

In the event of any loss or damages, costs, charges or expenses caused to or suffered by you by
reason of any breach or non observance on the part of the Bidder of any terms and conditions of the
said Tender, we shall on demand and without cavil or argument, and without reference to the Bidder,
irrevocably and unconditionally pay you in full satisfaction of your demand the amounts claimed by
you, provided that our liability under this guarantee shall not at any time exceed Rs
.....
(Rupees).

This guarantee herein contained shall remain in full force and till you finalise the Tender and select
the Tender as per your choice and it shall in the event of the said Bidder being selected and entrusted
with the said work, continue to be enforceable till the said Bidder executes the Agreement with you
and commences the work as stipulated under the terms and conditions of the said Tender have been
fully and properly carried out by the said Bidder and accordingly discharges the guarantee.

We also agree that your decision as to whether the Bidder has committed any breach or non
observance of the terms and conditions of the said Tender shall be final and binding on us.

We under take to pay the Consultant any money so demanded by the Consultant notwithstanding
any dispute or disputes raised by the Contractor(s) in any suit or proceedings pending before any
Court or Tribunal relating thereto, our liability under this present being absolute and equivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment
there under and the Contractor(s) shall have no claim against us for making such a payment.

This guarantee shall continue to be in full force and effect for a period of **120 days from the date of
submission of Bid plus 30 days' claim period.**

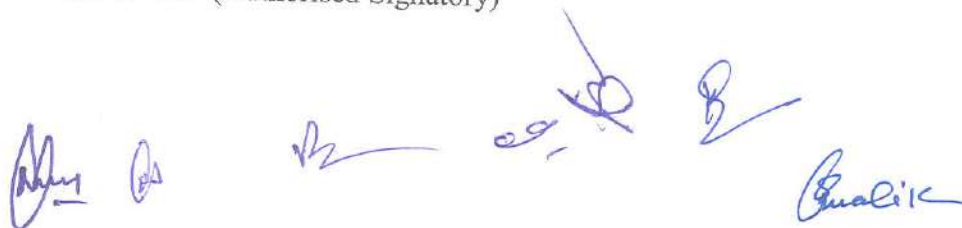
We shall not revoke this guarantee during its currency except with your previous consent in writing.
This guarantee shall not be affected by any change in Constitution of our bank or of the Bidder firm.
Your neglect or forbearance in the enforcement of the payment of any money, the payment whereof



is intended to be hereby secured or the giving of time for the payment hereto shall in no way relieve us our liability under this guarantee.

Dated this day of 2021

Yours faithfully,
For
Signature & seal of the Bank (Authorised Signatory)

Five handwritten signatures in blue ink are arranged horizontally. From left to right: the first is a stylized signature with a horizontal line underneath; the second is a simple signature; the third is a signature with a large loop; the fourth is a signature with a large loop and a horizontal line; the fifth is a signature that appears to read 'Qualik'.

Enclosure -IV

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On a stamp paper of appropriate value from any Nationalised Bank or Scheduled Bank)

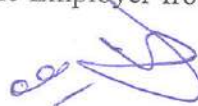
To,

The Registrar,
Pt. B.D. Sharma
University of
Health Sciences,
Rohtak.

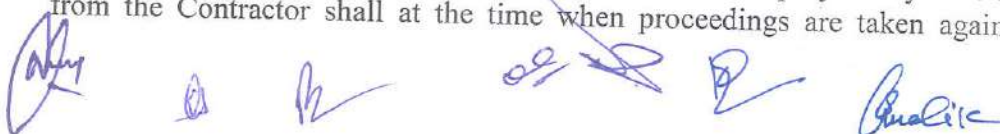
Dear Sir,

In consideration of the competent authority of Pt. B.D. Sharma University of Health Sciences, Rohtak, Haryana (hereinafter called 'Employer') which expression shall include his successor and assignees represented by his Consultant, The Registrar/ Pt. B.D. Sharma University of Health Sciences Rohtak (hereinafter called Pt. B.D.S. university) having awarded to M/s. _____ (hereinafter referred to as the said Contractor or 'Contractor' which expression shall wherever the subject or context so permits include its successors and assignees) a Contract No. _____ in terms inter alia, of the _____ Letter No. _____ dated _____ and the General Conditions of Contract and upon the condition of the Contractor's furnishing Security for the performance of the Contractor's obligations and discharge of the Contractor's liability under and in connection with the said Contract upto a sum of Rs. _____ (Rupees _____ only) amounting to _____ percent of the total Contract value.

1. We, _____ (hereinafter called 'The Bank' which expression shall include its successors and assignees) hereby jointly and severally undertake to guarantee the payment to the Employer in rupees forthwith on demand in writing and without protest or demur or any and all moneys payable by the Contractor to the Employer in respect of or in connection with the said Contract inclusive of all the Employer's losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys anywise payable in respect of the above as specified in any notice of demand made by the Employer to the Bank with reference to this guarantee upto an aggregate limit of Rs. _____ (Rupees _____ only).
2. We, _____ Bank Ltd. further agree that the Employer shall be sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by the Employer on account thereof and the decision of the Employer that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by the Employer from time to time shall be final and binding on us.



3. The Employer shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other Security in respect of the Contractor's obligations and liabilities hereunder or to vary the Contract or the work to be done thereunder vis-a-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total Contract value or to release or to forbear from enforcement of all or any of the Security and/or any other Security(ies) now or hereafter held by The Employer and no such dealing(s) reduction(s) increase(s) or other indulgence(s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the bank of the full liability to the Employer hereunder or prejudice the rights of the Employer against the bank.
4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all monies payable to the Employer in terms thereof.
5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the Bank in terms hereof shall not be anyway affected or suspended by reason of any dispute or disputes having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Employer in terms hereof.
6. The amount stated in any notice of demand addressed by the Employer to the Bank as liable to be paid to the Employer by the Contractor or as suffered or incurred by the Employer on account of any losses or damages or costs, charges and/or expenses shall be conclusive evidence of the amount so liable to be paid to the Employer or suffered or incurred by the Employer as the case may be and shall be payable by the Bank to The Employer in terms hereof.
7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the Contractor arising upto and until midnight of _____.
8. This guarantee shall be in addition to any other guarantee or Security whatsoever that the Employer may now or at any time anyway may have in relation to the Contractor's obligations/or liabilities under and/or in connection with the said Contract, and the Employer shall have full authority to have recourse to or enforce this Security in preference to any other guarantee or Security which the Employer may have or obtain and no forbearance on the part of the Employer in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its full liability hereunder.
9. It shall not be necessary for the Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding that any Security which The Employer may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the said bank



hereunder be outstanding or unrealized.

10. We, the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in the constitution of the said Contractor or the said bank shall not discharge our liability hereunder.
11. We, _____ the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/difference pending between the parties before the arbitrator and/or that any dispute is being referred to arbitration.
12. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs. _____ (Rupees _____) and this guarantee shall remain in force till _____ and unless a claim is made on us within 3 months from that date, that is before _____ all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities there under.

Dated: _____ day of _____ 2021

For and on behalf of Bank.

Issued under seal :



Enclosure - V

CONTRACT AGREEMENT FORMAT

This Agreement made the _____ day of _____ 2021 at between The Registrar Pt. B.D.S. University of Health Sciences, Rohtak, Haryana (hereinafter called "The Employer") represented by Registrar Pt. B.D.S. university who enters into this Agreement of the one part and M/s (hereinafter called "The Contractor") of the other part.

Whereas the Employer is desirous that certain works should be executed by the Contractor, viz _____ ("the Works") and has accepted a Bid by the Contractor for the execution and completion of the works and the remedying of any defects therein.

Now this Agreement witnessed as follows:

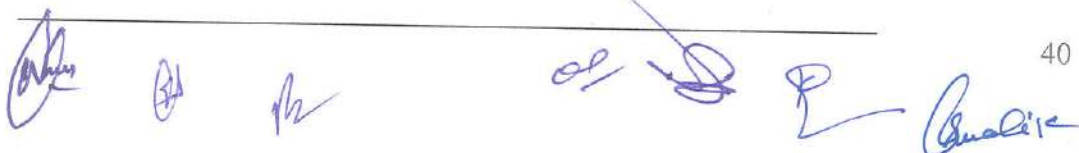
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, visa :

1.	Notice Inviting Tender & Instructions to Tenderers
2.	General Conditions of Contract
3.	Particular conditions of Contract along with Enclosure I, II, III , IV , V, VI & VII
4.	Specifications

3. In consideration of the payments to be made by the Pt. B.D.S. university . acting as Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity with the provisions of the Contract in all respects.
4. The Employer hereby covenants to pay the Contractor through Registrar Pt. B.D.S. University of Health Sciences, Rohtak in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

Signed, Sealed, and Delivered by the Said



Binding Signature of Pt. B.D.S. university. for and on behalf of Registrar Pt. B.D.S.
University of Health Sciences, Rohtak Haryana.

Binding Signature of Contractor _____

In the presence of

Witness (1) :

Witness (2) :



CHECK – LIST

Enclosure – VI

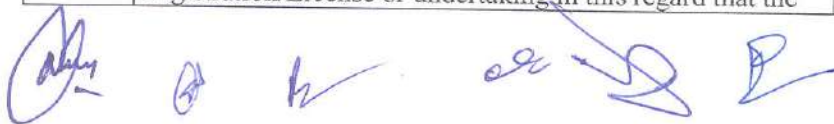
CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID

(I) TECHNICAL PACKAGE - Part A (Tender Fee & Bid Security/EMD): Shall be submitted in ORIGINAL in envelope no. 1 with a copy uploaded online and shall comprise the following:

S.No	Name of Document	Reference Volume of Tender	Mode of Submission
01	Copy of payment done online as per e-portal for Rs.5000/- (Tender Fee) in favour of Registrar Pt. B.D.S. university payable at Rohtak.	Vol.- I	Online
02	Original bid security / EMD	Vol.- I	Online
03	AFFIDAVIT on the Non-Judicial Stamp Paper of Rs. 100/- as per the format attached (Enclosure -VII)	Vol.- I	Online

(II) - TECHNICAL PACKAGE - Part B Shall be submitted online only duly digitally signed & stamped by authorized signatory and comprise the following:

S. No	Name of Document	Reference Volume of Tender	Mode of Submission
1.	Letter of Application/ Form of Bid	Vol.- I	Online
2	All amendment(s)/addendum(s)/ Corrigendum(s) /Clarification(s) issued, if any, duly authenticated by digital signature	Vol.- I	Online
3	Brief Description of the Firm as per Format I enclosed	Vol.- I	Online
4	Documents regarding constitution of Bidder including copy of Certificate of Registration.	Vol.- I	Online
5	Experience of carrying out works of Similar Nature as per Format II enclosed.	Vol.- I	Online
6	Copies of Works Contract Tax/VAT/GST registration/License or undertaking in this regard that the	Vol.- I	Online






	bidder will get registered with the relevant authorities in case the work is awarded to them		
7	Power of attorney in favour of person signing the bid if necessary.	Vol.- I	Online
8.	Financial Information (Form – T-1)	Vol.- I	Online

(III) - FINANCIAL PACKAGE - Part C: The financial package (VOLUME II - BILL OF QUANTITY/ PRICE BID) should be submitted ONLINE only:

S. No	Name of Document	Reference Volume of Tender	Mode of Submission
1	Financial bid (Bill of Quantities – Volume- II)	Vol II	Online



On the Non-Judicial Stamp Paper of Rs.100/-

AFFIDAVIT

I / We (Name of Person / Persons who presenting the affidavit) M/s..... (Name of Contractor's Firm / Company) (executing as a company /firm) who fulfil all the formalities who filling the affidavit works as a firm / Company, by this affidavit certify / certified that., Registrar Pt. B.D.S. university by inviting tender information Tender No. for (Name of work)for Dated.....in the capacity of inviting to the Tenders in tender documents, regarding the following information in certificates / documents presented, in that I / we personally agreed that we given all the information, documents & certificates are true to our belief and I / we are fully responsible as:-

- (1) It is to certify that all the information given in this affidavit are true and correct.
- (2) that I / we presented by us,
 - (a) Amount submitted for Processing fees and EMD in the form of Demand Draft & BGand relevant Documents are true, and certified & corrected by the Bank.
 - (b) Information given regarding with the Financial Qualifications & Annual Turnover is true & correct.
 - (c) Information given regarding with the deferent Physical Qualification is true.
 - (d) Information regarding Work in Hand is true.
- (3) I / We have not been **Black Listed / Debarred** by Govt. of India / any Government of State Govt. /Department of State Govt./PSU
- (4) that, My/ Our Firm's / Company's No relative / any nearest relative is working in office of KCGMC.

OR

Nearest relative works as follows: -

Name Post.....Present Post-Establishment

(5) that, the **No Criminal Case** has been registered or ongoing by any court against me / our / firm.

Certified by Public Notary
With their Seal & Sign

Signature
with seal

FINANCIAL INFORMATION

Name of Firm/ Company: M/s

1. **Financial Analysis**-Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last five years duly as submitted by the applicant to the Income Tax Department (Copies to be attached) and duly certified by the Chartered Accountant mentioning the membership number issued by ICAI along with the full address.

- i) **Gross Annual Turnover on Construction / O&M of HVAC works** for last three years ending 31.03.2021

Financial Year	Annual Turn Over in Indian Rupees (or equivalent to Indian Rupees) as per Audited Balance Sheet
2019-2020	Rs.
2020-2021	Rs.
2021-2022	Rs.
Average Annual Turnover over the past three years	Rs.

Signature of Chartered Accountant with Seal

Signature of Applicant




FINANCIAL BID (BOQ)

Financial Bid for Repair and Comprehensive Maintenance of HVAC work in Lala Shyam Lal Super specialty Block and A-Block, old emergency Building in Pt. B.D. Sharma university of Health Sciences, Rohtak, Haryana

Sr. no.	Repair and CAMC of HVAC system as per scope of work of DNIT	Rates as per Market Survey (In Rs. inclusive of all taxes)	Rate to be quoted by The Agency
1	Repair and overhauling of Chiller machine 100 TR make Carrier of LSL Building(single time Job)	8,55,500/-	
2.	CAMC of HVAC system of LALA Shyam Lal building(3*100 TR) as per scope of work of DNIT (annual)	23,06,900/-	
3.	CAMC of HVAC system of A-Block Old Emergency building(2*220 TR Kirloskar make) as per scope of work of DNIT (annual)	34,57,400/-	
	Total	66,19,800/-	

