

**NATIONAL LAW INSTITUTE UNIVERSITY,
Kerwa Dam Road, Bhopal – 462044**

NOTICE INVITING TENDER

FOR

**COMPREHENSIVE MAINTENANCE OF CENTRALIZED AIR-CONDITIONING
SYSTEM OF GYAN MANDIR (MAKE – BLUE STAR) AT NLIU, BHOPAL**

Last Date & Time for Submission of Tender: 01.07.2022 up to 12.30pm

NATIONAL LAW INSTITUTE UNIVERSITY, BHOPAL

Tender Notice

Sealed tenders in separate two Bids System i.e. Technical & Financial Bid are invited from Authorized Operation & Maintenance Service Provider of reputed Equipment Manufacturer for Comprehensive maintenance of Centralized Air-conditioning System of Gyan Mnadir installed by BLUE STAR at NLIU, Bhopal.

Description of works	EMD	Cost of tender documents	Duration of sale of tender	Last Date & time of submission of tender	Date & time of opening of Technical Bid
Comprehensive maintenance of Centralized Air-conditioning System of 2 x 90 TR	Rs.20,000/-	Rs. 1000/-+ 18% GST (Non Refundable)	17/06/2022 to 30/07/2022	Upto 01/07/2022 12.30 pm in the office of Registrar NLIU.	Shall be published in the University website:www.nliu.ac.in and also intimate to the agency via mail or telephonically.

The tender forms shall be downloaded from website: www.nliu.ac.in along with the DD of Public Sector Bank **Rs. 1000/- + 18% GST against tender cost and DD of Public Sector Bank of Rs. 20,000/- against EMD in favour of the Director, National Law Institute, University** payable at Bhopal. Without the said Demand Draft the tender of such agency shall be rejected.

Sealed tenders shall be received upto **12.30 PM on 01/07/2022** and **the date and time of opening of technical bid** shall be published in the University website and also intimate to the agency via mail or telephonically. The financial bid of only those bidders would be opened who would find success in the technical evaluation of the technical bid. Further information regarding the tender shall be available on our website:www.nliu.ac.in.

In the event of withdrawal offered by any of the tenderers within the validity period, the EMD of such tenderer shall be forfeited and they would be debarred from future tendering for works in the University.

The Technical and Financial Bids on each page duly signed/stamped by the tenderer should be sealed in separate covers and both in another sealed cover while submitting. On the cover, it should be clearly mentioned “Tender for Maintenance of Centralized Air-conditioning System” The contractor must deposit EMD of Rs 20000/- and a Tender cost of Rs. 1000/-+ 18% GST (non-refundable) EMD in favour of the Director, National Law Institute, University payable at Bhopal. The Contractors who fulfill the following requirements and as stipulated in the Technical Bid form shall be eligible to apply and should submit duly stamped and certified copies of relevant documents in support of the same with the Technical Bid (failing which the tender shall be rejected). If any of the certificates is found forged/fabricated or false, the tenderer would stand disqualified and his EMD would be forfeited without prejudice to any legal action. If the contractor would fail to submit the required documents as stated above the tender of the contractor shall be rejected without any discussion further in the matter.

Note: Non-Association / Relation: Should a contractor or a tenderer have a relative employed in NLIU (or in any way connected with the agency involved in the execution of this work) or in case of partnership firm or company incorporated under the Indian company act, should a partner or relative of the partner or a shareholder be employed in a responsible capacity in NLIU (or in any way connected with the agency involved in the execution of this work), the authority inviting the tender should be informed of the fact at the time of submission of tender, failing which the tender may be rejected. If such fact is suppressed at the time of tendering and comes to light at any time after acceptance of tender, the contract may be rescinded.

The NLIU reserve the right to reject any or all tenders or split the work in between more than one party without assigning reasons whatsoever.

NOTICE INVITING TENDERS

Sealed tender are invited for the work of Comprehensive maintenance of Centralized Air-conditioning System service providers.		
1	Name of Work	Comprehensive maintenance of Centralized Air-conditioning System of Gyan Mandir at NLIU, Bhopal.
2	Contract period	1 year, it may be extended further 02 years on same rates, terms and condition. If the performance of agency found satisfactorily during the year.
3	Earnest Money Deposit	Rs.20,000/- (Rupees twenty thousand only) against DD of Public Sector Bank in favour of Director, National Law Institute University payable at Bhopal.
4	Security Deposit (Retention for the contract period)	5% of total contract value against Bank Guarantee from any Public Sector Bank.
5	Date and time of Pre-Bid meeting	Shall be published in the University website:www.nliu.ac.in and also intimate to the agency via mail or telephonically.
6	Last date and time of receipt of tender bids	01.07.2022 up to 12.30pm
7	Address at which the tenders are to be submitted	Registrar, National Law Institute, University Kerwa Dam Road, Bhopal - 462044
8	Date and time of opening of Technical bid	Shall be published in the University website:www.nliu.ac.in and also intimate to the agency via mail or telephonically.
9	Date and time of opening of Price bid	Date of opening financial bid shall be advised to qualified bidders subsequently on our website: www.nliu.ac.in
10	Place of opening tenders	National Law Institute, University, Kerwa Dam Road, Bhopal – 462044
11	Validity of offer	06 months

NLIU has the right to accept/reject any/all tenders without assigning any reasons

ELIGIBILITY CRITERIA

S.I.	ELIGIBILITY CRITERIA	DOCUMENTS TO BE SUBMITTED
1	The bidder must be an Indian firm / Company/organization registered under applicable Act in India.	Copy of the Partnership deed/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office.
2	The bidder must have an average annual financial turnover during the last 3 years, ending 31 st March 2020, should be at least Rs.20.0 lakhs.	Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for the preceding three years, i.e. 2017-18, 2018-19 & 2019-20.
3	Bidder should have experience of minimum 5 years in providing the Services of reciprocating type chillers	Copy of the order and/or Certificate of completion of the work from any Govt. Department.
4	The bidder shall have a valid PAN and GST number.	Copy of the PAN and GST registrations shall be submitted.
5	The bidder should be an Authorized operation & maintenance service provider of a reputed equipment manufacturer. The system was installed by BLUE STAR -2005. However, they should have the requisite expertise in servicing and maintenance of Centralized Air-conditioning Systems.	A copy of the Dealership Certificate/ Authorization letter issued by the company to the bidder for being Authorized service provider is to be submitted
6	The Bidder should have their established Office & service set-up in Bhopal for immediate service support.	Address Proof for the office/branch is to be submitted.
7	The Bidder should have satisfactorily completed "Similar" works during the last 5 years as on 31 st March 2020 with a Government Department / Public Sector Undertaking / Government Autonomous Bodies / Educational Institutions. i) One Similar AMC work of 200 TR	Completion Certificate issued by the authorized officer of the client will have to be furnished along with the tender document. Please do not submit experience of lesser capacity. The Completion Certificate along with the copy of the client's work order must clearly indicate:-

ii) Two Similar AMC works of 150 TR (EACH) (or) iii) Three Similar AMC works of 90 TR (“Similar” works shall mean Comprehensive Maintenance of Centralized Air- conditioning Systems of Gyan Mandir.	a) Date of commencement of AMC b) Date of completion of AMC c) Nature of AMC d) Whether the AMC has been completed satisfactorily or not. e) Value of Air conditioner Tonnage involved in AMC The details of the work to be provided in the format.
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Note: Documentary evidence like certificates etc. must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be **highlighted**.

APPLICATION FORM

1. Name of the organization :
2. Address :
3. Name, Telephone Nos. including Mobile: and
e-mail id of the contact person
4. Fax No. :
5. Registration with Govt. Authorities :
PAN No. :
GST No. :
6. Banker's Name & address :
7. Name and address of the Client who will
be in a position to certify the quality
as well as the performance of your firm :

Note: Please enclose separate sheets for additional information, photographs, and documents.

INSTRUCTIONS TO THE TENDERERS

1.0 Scope of Work

Sealed Tenders are invited for the “**Comprehensive Maintenance of Centralized Air-conditioning System of Gyan Mandir at NLIU, BHOPAL.**”

1.1 Site and Its Location

The proposed work is to be carried out at a) NLIU, BHOPAL,
Kerwa Dam Road, Bhopal-462044

2.0 Tender Documents

2.1 The work has to be carried out strictly according to the conditions stipulated in the tender consisting of the following documents and the most workmanlike manner,

- Instructions to tenderers
- General Conditions of Contract
- Scope of Work
- Price Bid

2.2 The above documents shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies, shall take precedence in the order given below:

- Price Bid
- Scope of Work
- General Conditions of Contract
- Instructions to Tenderers

In case of difference between rates written in figures and words, the rate in words shall prevail.

2.3 The tender documents are not transferable.

3.0 Site Visit

The tenderer must obtain himself on his own responsibility and his own expenses all information and data which may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The Tenderer is requested to satisfy himself regarding the availability of water, power, transport and communication facilities, the character quality and quantity of the materials, labour, the law and order situation, climatic conditions local authorities requirements, traffic regulations etc; The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

4.0 Earnest Money

- 4.1 The tenderers are requested to submit the EMD of Rs.20,000/- (Rupees twenty thousand only) against DD of Public Sector Bank in favour of Director, National Law Institute, University payable at Bhopal.
- 4.2 EMD in any other form other than as specified above will not be accepted. Tender not accompanied by the EMD in accordance with clause 4.1 above shall be rejected.
- 4.3 No interest will be paid on the EMD.
- 4.4 EMD of unsuccessful tenderers will be refunded within 30 days of award of Contract.
- 4.5 EMD of the successful tenderer will be retained as a part of the security deposit.

5.0 Security Deposit

The successful tenderer will have to submit a sum equivalent to 5% of contract value against Bank Guarantee from any Public Sector Bank in favour of Director, NLIU within a period of 15 days of acceptance of tender.

- 6.0 No interest shall be paid to the amount retained by the Bank as Security Deposit.

7.0 Signing of Contract Documents

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of the contract attached herewith within 15 days from the receipt of intimation of acceptance of his tender by the University. However, the written acceptance of the tender by the University will constitute a binding agreement between the University and the successful tenderer whether such formal agreement is subsequently entered into or not.

8.0 Contract Period

The contract period for the work shall be for one year from the date of issue of the work order. University, at its discretion, may extend the term further for a period of two years at the same rates and terms and conditions, if the performance of the agency is found satisfactorily.

9.0 Validity of Tender

Tenders shall remain valid and open for acceptance for a period of 06 months from the date of opening price bid. If the tenderer withdraws his/her offer during the validity period or makes modifications in his/her original offer which are not accepted by the University without prejudice to any other right or remedy the University shall be at liberty to forfeit the EMD.

10.0 Rates and Prices

- 10.1 The tenderers should not change the units as specified in the tender. If any unit is changed the tenders would be evaluated as per the original unit and the contractor would be paid accordingly. The tenderer should not change or modify or delete the description of the item. If any discrepancy is observed he should immediately bring to the knowledge of the University.

- 10.2 Each page of the Tender document, Technical Specifications, Terms & conditions, BOQ, etc. shall be signed by the authorized person and cutting or overwriting shall be duly attested by him.
- 11.0 The tender is to be submitted in a sealed ENVELOPE duly marked as “**Technical Bid - Comprehensive maintenance of Centralized Air-conditioning System at NLIU, BHOPAL**” on the outside.
- Technical Bid:** To contain Tender document, Technical Specifications, Earnest Money Deposit (EMD), Eligibility criteria documents, etc. Envelope will be opened in the presence of the tenderers/authorized representative who may choose to be present. Tenderers could depute one person only for the tender opening who is duly authorized and they should produce an authorization letter.
- 12.0 Bidder should have its established office in Bhopal/Indore for immediate service support. Credentials showing the above shall be submitted along with the bidding. The bidder should have a permanent service facility in Bhopal by a Qualified Engineer; Address, Phone nos. have to be given also a hierarchy of escalation.
- 13.0 Company should have a GST registration certificate for their registered offices. PAN Details to be provided.
- 14.0 The technical bid must be accompanied by self-attested copies of the documents following without which the tender shall be rejected:
- 15.0 Successful Bidder will have to enter into an agreement with the University. The format of the agreement shall be designed and drafted based on the Terms & Conditions / Clauses mentioned in this document. However, University reserves the right to add/delete any other Clauses in this Agreement.
- 16.0 The successful Bidder should forward a letter specifically indicating the names of their personnel who will be providing services in different heads. University reserves the right to reject any persons to be employed by the Contractor at the discretion of the University. Once the contract is awarded, if they wish to change any of the above personnel, the maintenance contractor will inform the University in writing and obtain the University prior approval, one week in advance.
- 17.0 After the contract is awarded, the Contractor will carry out the work without raising any preconditions regarding the functioning of the Central Plant. Irrespective of the existing condition of the equipment, the Contractor should carry out all maintenance/rectification works that are necessary to make the system fully operational.
- 18.0 Decision of University in regard to the interpretation of the Tender Conditions, Terms & Conditions, Scope of Work, Agreement, Payment terms, etc. shall be final and binding on the Contractor. In case of any dispute between the Contractor and the University, the University shall have the right to decide. However, all matters of jurisdiction shall be subjected to courts in Bhopal.

19.0 University reserves its right to reject any or all the Tenders without assigning any reasons therefore and the University decision shall be final and binding.

20.0 No deviation of any kind will be allowed in Tender conditions, Scope of work, Terms & Conditions, Payment Terms, etc. after the tendering process are over.

GENERAL CONDITIONS OF CONTRACT

1.0 Definitions

“Contract” means the documents forming the tender and the acceptance thereof and the formal agreement executed between NLIU, BHOPAL (Client) and the contractor, together with the documents referred therein including these conditions, the specifications, scope of work and instructions issued from time to time by the University and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

1.1 In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

1.1.1 ‘NLIU’ or ‘University’ shall mean National Law Institute University, Bhopal (client) Kerwa Dam Road, Bhopal – 462044.

1.1.2 ‘The Contractor’ shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal personal representative of such individual or the composing the firm or company and the permitted assignees of such individual or firms of company.

The expression ‘works or ‘work’ shall mean the permanent or temporary work described in the ‘Scope of Work’ and/or to be executed in accordance with the contract and includes materials, apparatus, equipment, temporary supports, fittings and things of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

1.1.3 ‘Engineer’ shall mean the representative of the University.

1.1.4 ‘Contract value shall mean the value of the entire work as stipulated in the letter of acceptance of tender subject to such additions thereto or deductions therefrom as may be made under the provision hereinafter contained.

1.1.5 ‘Specifications’ shall mean the specifications referred to in the tender and any modifications thereof as may time to time be furnished or approved by the University.
“Month” means a calendar month.

1.1.6 “Week” means seven consecutive days.

1.1.7 “Day” means a calendar day beginning and ending at 00 Hrs and 24 hrs respectively.

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2.0 Total Security Deposit

2.1 Earnest Money Deposit (EMD) :

The tenderer shall furnish EMD of Rs.20,000/- (Rupees twenty thousand only) against DD of Public Sector Bank in favour of Director, National Law Institute University payable at Bhopal. No tender shall be considered unless the EMD is so deposited in the required form. No interest shall be paid on this EMD. The EMD of the unsuccessful tenderer shall be refunded after the decision to award the contract is taken without interest. The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time during the period when he is required to keep his tender open acceptance by the University or after it is accepted by the University the contractor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the work within the stipulated time.

2.2 Security Deposit (SD)

The amount of security deposit shall be 5% of the accepted value of tender against Performance Guarantee is to be submitted in the form of Bank Guarantee any Public Sector Bank and shall be deposited within 15 days from the date of the letter of acceptance of tender.

3.0 Contract Agreement

On receipt of intimation of the acceptance of tender from the University the successful tenderer shall be bound to implement the contract and within fifteen days thereof he shall sign an agreement in a non-judicial stamp paper of appropriate value. The Contractor shall bear all costs and expenses and stamp duty in respect of all agreements that may be entered into with the University to give effect to this arrangement. Two copies of the agreement/tender document duly signed by both parties shall be handed over to the contractors.

4.0 Commencement of Works

The date of commencement of the work will be from the date of issue of the Work order/LOI.

5.0 Delay in works & penalty

- 5.1 If any of the works mentioned in the scope of work are not carried out by the Contractor in time or absenteeism of their workmen or non-performance of duties, University will arrange to carry out this work through any other contractor at their will and deduct the expenses (decided by the University) from the AMC bill.
- 5.2 If the Contractor does not fulfill the minimum qualifications of the manpower provided by them, then proportionate maintenance charges from the monthly AMC bill will be deducted by the University.

- 5.3 That if the Contractor does not fulfill the provisions of the clauses mentioned, the proportionate maintenance charges for those months will not be payable by the University. The University shall then carry out the repair/ maintenance work and any loss borne by the University would be recovered from the charges payable to the Contractor.
- 5.4 While executing the maintenance/breakdown works Contractor has to take necessary precautions to avoid any damage to University property. In case of any property damage, the Contractor has to repair/replace the same at no extra payment. If the Contractor fails to repair/replace, then the same work shall be carried out through another agency and the expenditure incurred shall be debited from the AMC amount payable to the Contractor.

6.0 Permits, Laws and Regulations

Permits and licenses required for the execution of the work shall be obtained by the contractor at his own expense. The contractor shall give notices and comply with the regulations, laws, and ordinances rules, applicable to the contractor. If the contractor observes any discrepancy in the tender documents, he shall promptly notify the University in writing. If the contractor performs any act which is against the law, rules, and regulations he shall meet all the costs arising therefrom and shall indemnify the University of any legal actions arising therefrom.

7.0 Protection of works and property

The contractor shall continuously maintain adequate protection, of all his work from damage and shall protect the University properties from injury or loss arising in connection with the contract. He shall make good any such damage, injury, or loss due to his fault or negligence except which are due to causes beyond his control. He shall take adequate care and steps to the protection of the adjacent properties. The contractor shall take all precautions for the safety and protection of his employees on the works and shall comply with all applicable provisions of Government and local bodies' safety laws and building codes to prevent accidents or injuries to persons or property about or adjacent to his place of work. The contractor shall take insurance covers at his own cost.

8.0 Manpower, Wages, Tools, etc.

- 8.1 The Contractor should ensure to comply with all the provisions of Labour Act / State / Central Govt. agreed procedures. The Contractor shall be solely responsible for compliance to provisions of Various labour and industrial laws and all statutory obligations such as minimum wages as per Central Govt. rules, allowances, compensations, EPF, Bonus, gratuity, ESIC, etc. relating to workers provided to the University. The University shall have no liability in this regard.
- 8.2 All personnel provided by the Contractor will be on the payrolls of the Contractor / Company and there will be no Employee and Employer relationship between the personnel engaged by the Contractor and the University.
- 8.4 Contractor's personnel or their family members shall not be allowed to stay/reside at the site.
- 8.7 Contractor should arrange for uniforms (dress code to their Staff).

- 8.8 If the University does not avail of certain service(s) mentioned in the Scope of work, then the University shall not pay for that/those service(s). The University shall have the right, during the performance of the maintenance contract to change the scope and/or technical character of the maintenance contract.
- 8.9 The Technicians should be able to communicate in local language, Hindi & English Languages.
- 8.10 The contractor shall strictly comply with all Labour and such other statutory laws in relation to the services to be provided and the personnel engaged by the contractor and they shall be solely responsible for all acts of the said personnel so enrolled and there shall and will not be any privity of contract for any purpose and to any intent between the University and said personnel so engaged by the Contractor. The University shall not be liable nor answerable in respect of any claims or demands in respect of any matter or on any account which may be raised by the said personnel so engaged by the Contractor and it shall be the sole responsibility and liability of the Contractor to answer all such claims or demands of the said personnel so engaged, under any law for the time being in force.
- 8.11 The contractor shall be responsible for the training, allotment of duties, hours of work and timings to the engaged personnel for the purpose. The contractor shall alone have the right to exercise control, give directions and manage the personnel engaged for the purposes.
- 8.12 The contractor should possess, for the entire duration of these presents, all licenses and registrations as may be required under any law and shall be responsible to register himself and obtain a valid license under Contract Labour (Regulation and Abolition) Act 1950 and rules thereunder. The Contractor shall comply with all rules and regulations in force under the said Act and Rules. The Contractor shall comply with all applicable laws, Rules and Regulations relating to Provident Fund, Payment of Bonus, Minimum Wages or any other Statutory / Regulatory requirements. Any dispute regarding such dues shall be dealt with and settled by the contractor.
- 8.13 In terms of provisions of the aforesaid Contract Labour (Regulation & Abolition) Act, 1970 and Rules 72 and 73 of the Rules framed thereunder, in case the same are applicable to the Contractor, the Contractor shall disburse the minimum wages payable to its personnel only in the presence of the Authorized representatives of the University and shall obtain due certification to that effect from the said Authorized representative of the University. Any violation of the aforesaid provisions of the Law will entail forthwith termination of this Contract in addition to such penal consequences as may be attended with under these presents.
- 8.14 The Contractor shall be responsible for any loss due to theft / pilferage and / or damage to the University property when such damage is, in the opinion of the University, caused due to negligence, carelessness or any fault on the part of the Contractor or his workmen / employees engaged for the Services. The Contractor shall ensure that the character and antecedents of the personnel engaged by them are duly verified before such engagement.

- 8.15 Apart from regular letter communications, all the E-mail communications from Premises & offices are to be treated as formal communication for all practical purposes.
- 8.16 The mobile number of the technicians deployed at the Office must be registered with the premises & office and whenever the numbers are changed the same must be intimated to the dept. The numbers registered must be accessible 24 hours round the clock.

9.0 Safety, Security, etc.

- 9.1 That the University shall not be liable for any compensation in case of any fatal injury/death caused to any other Contractor's employees while performing/discharging their duties / visiting University premises for inspection or otherwise. The contractor shall alone be fully responsible for the safety and security & insurance or life insurance of their personnel who are working on the operation and maintenance works.
- 9.2 In no case, safety norms shall be violated. Even in case of urgency, when temporary rectification is done, etc. no such compromise is allowed as regards to safety provisions.
- 9.3 The Contractor agrees that its personnel shall comply with security regulations in effect from time to time at University premises and externally for materials belonging to University at all times. The Contractor alone shall be fully responsible for the safety and security & insurance or life insurance of their personnel who are working at the site.
- 9.4 The Contractor should issue a valid Company Identity card to all their staff person who will be providing services under this contract.
- 9.5 The Contractor undertakes, accepts and admits absolute and complete responsibility for the service conditions, claims, damages and other compensations of the personnel enrolled by them and will be liable for and unequivocally assume responsibility for due compliance with all the requirements of all statutory obligations, duties and liabilities (including insurance) and to pay all such claims, costs, damages, expenses, fines, penalties and compensation which may arise out of any claim, suit or prosecution for contravention thereof. The contractor shall indemnify and keep the University indemnified from and against all such claims, demands, costs, charges, fines or penalties and compensations etc if any as aforesaid.
- 9.6 The contractor shall arrange and pay for policy under the Public Liability Insurance Act, 1991 and insure and keep insured all materials which are or have been declared to be hazardous under the notifications issued or that may be issued from time to time under the above said Act or any Rule framed there under and which are used by the Contractor during the course of the Services under these presents.
- 9.7 All security and safety regulations and guidelines as per the applicable law are to be followed. All guidelines/directions of University Security Division must be followed.

10.0 Payment Terms

- 10.1 Payment of AMC shall be made post quarterly basis on satisfactory performance of the services rendered. Copy of the routine maintenance works have to be submitted along with the Bills.
- 10.2 There would be no increase in rates payable to the Contractor during the Contract period.
- 10.3 All questions relating to the performance of the obligations under this agreement and to the Quality of materials used in respect of the services and all the disputes and differences which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof shall be referred to Director, Premises & office in the University, whose decision shall be final, conclusive and binding on the contractor.
- 10.4 All the taxes which the University may be liable to deduct or called upon to so deduct during the Currency of the arrangement which is liable to be payable by the contractor under the law but no So paid, shall be set-off against the bills raised by the contractor and paid to the respective Government Departments or authorities as may be required under law and the contractor shall have no claim against the University in respect of any or all such payments.
- 10.5 The Contractor shall in terms of the provisions of Sections 16, 17, and 18 of the Contract Labour (Regulations & Abolition) Act, 1970 and the Rules framed under said Act Provide the prescribed amenities to its personnel. In case of failure of the contractor in complying with the said provisions, the University may provide the same when called upon to do so by the Competent Authorities and deduct the expenses incurred thereof from the bills of the Contractor without prejudice to its other rights and remedies under these present. The Contractor shall be responsible for proper maintenance of all Registers, Records and Accounts so far these relate to the compliance of any and all statutory provisions/obligations.

11.0 Spare

All the spare materials used for maintenance works should be certified ISI mark and as per the brand makes as may be specified by the University. Materials should be of high quality satisfactory to the University and shall be procured from reputed dealers/shops.

12.0 Termination of the Contract

The University reserves the right to terminate the agreement in case of breach of any terms and conditions of this agreement by the Contractor, with 24 hours notice. The University also reserves its right, to claim damages for such breaches and the decision of the University in this regard shall be final. University can terminate the agreement if the services provided by the Contractor are found to be dis-satisfactory. Either party can terminate the agreement by giving 30 days notice in writing to the other.

13.0 Business Termination

In the event that the contractor shall close conducting business in the normal course or wind up, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or shall avail itself or become subject to any proceeding under any Act or statute of any country or state relating to insolvency or protection to rights of creditors, then (at the option of the University notwithstanding clause 1.0 of the agreement) this agreement shall terminate and be of no further force and effect and any property or rights of such other party tangible or intangible shall forthwith be returned to it.

14.0 Force Majeure

Neither party shall be liable for delay in performing obligations if the delay or failure is due to any of the following force majeure i.e. Act of God or any Government Act, fire, earthquake, explosion, strikes/ Bandh, civil commotion or anything beyond the control of either party. The party shall use all reasonable endeavours to minimize any such delay.

15.0 Local Laws, Acts, Regulations

The contractor shall strictly adhere to all prevailing labour laws inclusive of contract labour (regulation and abolition act of 1970) and other safety regulations. The contractor shall comply with the provision of all labour legislation including the latest requirements of all the Acts, laws, any other regulations that are applicable to the execution of the project.

- i) Minimum Wages Act, 1948 (Amended)
- ii) Payment of Wages Act 1936 (Amended)
- iii) Workmen's Compensation Act 1923 (Amended)
- iv) Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971(Amended)
- v) Apprentice Act 1961 (Amended)
- vi) Industrial Employment (Standing Order) Act 1946 (Amended)
- vii) Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
- viii) Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof

16.0 Applicable Law

The Contract shall be interpreted in accordance with the laws of the India and shall be subject to the exclusive jurisdiction of courts at Bhopal.

SCOPE OF WORK

- 1.0 All the works should be carried out through qualified technicians only. The Contractor shall carry out all operation and maintenance services in agreed to with the help of qualified persons who are totally familiar with the work they are required to perform.
- 2.0 If the maintenance contractor feels that more expertise is required to carry out the above work, they may deploy additional experts at their discretion. University will not pay any additional amount.
- 4.0 The Contractor personnel shall maintain the complaint log registers of preventive/breakdown maintenance registers. The service report should be submitted to the University along with the quarterly bill.
- 5.0 The scope of work covers the maintenance of the air-conditioning system including maintenance of the system.
- 6.0 The contractor personnel shall take seasonal precautions, to protect the electrical installation.
- 7.0 Complain Register shall have to be maintained by the contractor.
- 8.0 All debris resulted out of performing the work has to be removed from University premises and disposed of as directed by Municipality / Corporation authorities immediately after completion of the job. No bills will be considered before such site clearance. If any repair is carried out, the waste created during such repairs like cartons, boxes, broken pieces of wires, tapes, and such other material etc., shall be immediately removed from the site by the contractor as it creates a fire hazard.
- 9.0 Only original spare parts/quality will be permitted to be used for maintenance during the AMC period.
- 10.0 Periodical preventive servicing has to be carried out once in three months to complete the system as per the standard and agreed on SOP.
- 11.0 Complaint regarding the non-functioning of the system is to be attended to within 24 hours from the time of reporting the complaint. In case of minor technical problems, the same are to be rectified within 12 hours of diagnosing of the complaint. In case of major technical problems, the same is to be rectified within a week of reporting the complaint. The AMC Contractor is entitled to take back the old faulty/damaged parts of the System, which are replaced by new parts.
- 12.0 Contractor should deploy more technicians in addition to the stationed technician in case of heavy workload or in case of urgency to complete the work promptly in time. The emergency brake downs calls must be attended to within 24 hours from the time of reporting.

13. Details of important programs/functions of the University such as Conference, meetings, etc. that may be held in the Office will be informed to the technicians and they should assist the University in maintaining the smooth running of the air-conditioners on that day without fail even if they are held on Holidays. Non-attendance of the technicians on such a day will attract a penalty at the discretion of the University.

14.0 The details of Air Conditioner Brands, Type, Capacity, numbers and locations where the Air-conditioners under the proposed AMC are covered is given below.

Make – BLUE STAR

15.0 **CENTRALISED AIR-CONDITIONING SYSTEM & AIR HANDLING UNITS (AHU)**

The Centralized Air-conditioning System and existing AHUs were commissioned in the year 2005.

16.1 **CHILLERS**

Periodic Inspections and maintenance of Centralised Chillers

- Carrying out of quarterly servicing.
- Checking oil level in the compressor.
- Checking liquid sight glasses to determine if there is any refrigerant shortage.
- Inspecting the unit piping and coils for visible signs of leaks.
- Inspecting entire system for unusual conditions such as noise, vibration, etc.
- Checking oil pump discharge pressure in accordance with the system pressure.
- Checking the system operating pressure and temperature to ensure proper operating conditions.
- Checking chilled water flow by checking pressure drop across the chiller.
- Checking cooling tower fans & fan motor
- Comparing the chilled water temperature at full load with the chilled water temperature control.
- Inspecting and adjusting, if required, all safety controls.
- Inspecting all operating control and sequence of operating.
- Changing the oil in oil sump, renew filter, and check oil temperature control.
- Inspecting starter contacts arc shield, transformer, and motor terminals, check connection in starter, tighten motor terminal control circuit terminals.
- The system will be serviced four times in the contract period. One of these services will be rendered positively before the onset of summer to ensure trouble free working of the plant during the summer. The next service will be rendered in the quarter after the summer season.

- The compressor will be checked for its proper functioning and if any defect is found, the same will be rectified.
- The entire refrigeration system will be checked for any leak and attended to if necessary.
- Safety controls such as pressure cut outs will be tested for proper functioning and in case of any malfunctioning they will be either repaired or replaced accordingly.
- Chilled water pumps and their respective motors will be checked for proper functioning.

16.2 **AIR HANDLING UNITS (AHU)**

- Servicing, rewinding and repairs of blower motor.
- Inspection and cleaning of chilled water cooling coil.
- Any leak / repairs in the chilled water cooling coil will be attended.
- Repairs to refrigerant piping due to system problems will be attended.
- De scaling of cooling coil.

WORK SCHEDULE

QUARTERLY

- a. Cleaning the inside of AHUs.
- b. Checking the blower blades for defects and cleaning if required
- c. Flush down any accumulated dirt / sludge from drain pipe and drain pan.
- d. Checking air flow and moisture eliminator.
- e. Checking wiring / cable for signs of overheating.

YEARLY

- a. Checking the AHUs for corrosion and cleaning the same.
- b. Checking the Units, mountings /anti vibration pads and replace if required
- c. Checking the cooling coil condition and cleaning with water / chemical

16.3 **BREAKDOWN CALLS**

- a. All spares for HVAC System & above AHUs required for repair / replacement shall be supplied by the vendor.
- b. Breakdown calls shall be attended free of charge.

16.4 **EXCLUSIONS**

- a. Replacement of water piping, ducting, duct lining, false ceiling and any kind of masonry / structural works.
- b. Replacement of complete Equipment.

- c. Protective coatings.
- d. Water chemical Treatment.
- e. Corrosion, Ageing and Insurance of the Equipment and Machinery.

16.5 OTHERS

- a. AC log books & records will be maintained.
- b. AC reading for each floor to be taken every day from 10.00 A.M to 5.00 P.M.

16.6 AC CHILLER PLANT AND AHU DETAILS

SI NO	DESCRIPTION	QUANTITY	REMARKS
1	90 TR Blue Star make Chiller plant	2 Nos.	Commissioned in the year 2005
2	Chiller water pump 10 HP	3 Nos.	-
3	25 HP AHU- 1 No, 3x 15 HP- 03 NOS,	a) 04 Nos. existing AHU	AHUs were commissioned in the year 2005.
4	Electrical Control Panel and other Accessories for above plant	Control panels located at various locations	-

NOTE:

- All the above-mentioned scope of work is indicative and not exhaustive. However, the Contractor has to ensure smooth and safe working of all the equipment in the system irrespective of the nature of the fault.
- The scope of the contract includes replacement/repairs of any spares other than those indicated above for the smooth running of the AC equipment. No extra cost will be paid.

**DECLARATION REGARDING ACCEPTANCE OF TERMS & CONDITIONS
CONTAINED IN THE TENDER DOCUMENT**

To

The Registrar
National Law Institute University,
Kerwa Dam Road,
Bhopal – 462044

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document regarding on-site Comprehensive Maintenance of the Centralized Air Conditioning System situated at the above-mentioned address. I hereby declare that all the provisions/conditions of this Tender Document are acceptable to my Company. I further certify that I am an authorized signatory on behalf of my company and, therefore, competent to make this declaration. I hereby declare that all the stated facts are true and correct to the best of my information, knowledge and belief.

Signature : _____

Name : _____

Designation : _____

Company with seal : _____

Address : _____

PROFORMA FORMAT

FOR CONTRACT PERFORMANCE GUARANTEE

Ref. No. _____ Dated: _____

Bank Guarantee No. _____

To,

National Law Institute University
Kerwa Dam Road,
Bhopal – 462044, M.P
Tel: 0755-2696965, 269671, Telefax: 0755-2696965

Dear Sirs,

In consideration of National Law Institute University with its Registered Office at NLIU, Kerwa Dam Road, Bhopal – 462044, (hereinafter called the "Owner" which expression shall unless repugnant to the subject or context include its successors and assigns) having entered into a contract No.

dated _____ (hereinafter called the Contract" which expression shall include all the amendments thereto) with M/s _____ having its office at _____ (hereinafter referred to as the 'Contractor') which expression shall, unless repugnant to the context or meaning hereof include all its successors, administrators, executors and assignees) and NLIU having agreed that the Contractor shall furnish to NLIU a performance guarantee for Indian Rupees for the faithful performance of the entire contract.

We (name of the bank) _____ registered under the laws of _____ having office at _____ (hereinafter referred to as "the Bank" , which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./ (in words) _____ without any demur, reservation, contest or protest and/or protest and/or without any reference to the Contractor. Any such demand made by NLIU on the bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal and shall continue to be enforceable until it is discharged by NLIU in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operative against the bank.

The Bank also agrees that NLIU at its option shall be entitled to enforce this Guarantee against the bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that NLIU may have in relation to the Contractor's liabilities.

The Bank further agrees that NLIU shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time for performance by the said Contractor(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in NLIU against the said Contractor(s) and to forbear or enforce any of the terms and condition relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension is granted to the said Contractor(s) or for any forbearance, act or omission on the part of

NLIU or any indulgence by NLIU to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, the effect of so relieving us.

The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and all dues of NLIU under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till NLIU discharges this guarantee in writing, whichever is earlier.

This Guarantee shall not be discharged by any change in our constitution, in the constitution of NLIU or that of the Contractor.

The bank confirms that this guarantee has been issued with observance of the appropriate laws of the country of issue.

The Bank also agrees that this guarantee shall be governed and constructed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase order has been placed.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs. (in figures) _____ (Indian Rupees/ _____ in Words) _____ I and our guarantee shall remain in force until _____ (indicate the date of expiry or bank guarantee, any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of NLIU under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of NLIU under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ day of _____ 2022 _____

WITNESS NO 1

(Signature)
Full name and official
Address (in legible letters)

(Signature)
Full name, designation
Address (in legible letters) with

WITNESS NO. 2

Attorney as per Power of
Attorney No
Date-

**MAINTENANCE OF CENTRALIZED AIR-CONDITIONING SYSTEM OF GYAN
MANDIR
PRICE BID**

S.no	Description	Rate Per Year (Rs.)	Amount Per Year (Rs.)
1	Comprehensive Maintenance of Centralized Chiller Plant and AHUs at NLIU, Bhopal (Make - BLUE STAR), Year of Installation - 2005		
A	90 TR - 2 Nos.		
B	Chiller Water Pump 10 HP- 3 Nos.		
	TOTAL		
	GST		
	GRAND TOTAL		

Note: The agency must be quoted the amount of GST, if not the tender shall be rejected.