

गुरु घासीदास विश्वविद्यालय, बिलासपुर (छ0ग0)
Guru Ghasidas Vishwavidyalaya, Bilaspur (C.G.)
Phone07752-260209, 260381, Web site www.ggu.ac.in



Ref.: TENDER NO.: 49/ AIRCONDITION/STORE/GGV/EOI /2020, Bilaspur

DATE:18/09/2020

E-Tender

EOI-cum Tender For Supply & Commisioning of Air Conitioners

Guru Ghasidas Vishwavidyalaya (a Central University), Bilaspur (C.G.) invites Expression of Interest (EOI) through e-tendering from reputed manufacturers/authorized distributors/dealers for Supply & Commissioning of Air Conditioners at GGV Campus. Details & formats and other terms & conditions regarding the EOI can be downloaded from the following websites:- www.ggu.ac.in or www.eprocure.gov.in.

Interested bidders have to upload the tender on the website www.eprocure.gov.in. Also the Sealed envelope containing Tender cost Rs 1,500/-(non-refundable) in form of DD and EMD Rs 1,50,000/-, in form of DD/FDR, in original should be sent to the Assistant Registrar (Store), Guru Ghasidas Vishwavidyalaya, Koni, Bilaspur (C.G.), 495009 through registered/speed post/courier service only, on or before 2.30 pm on 05-10-2020. The last date for submitting the online e-tender through eprocure.gov.in is up to 2.00 pm on 05-10-2020. The University reserves all the rights to cancel the tender at any stage or accept/reject any or all offers without assigning any reason thereof in favour of the university.

EoiCum E-Tender

EXPRESSION OF INTEREST FOR SUPPLY & COMMISSIONING OF AIR CONDITIONERS

Guru Ghasidas Vishwavidyalaya, Bilaspur (C.G.) invites Expression of Interest from reputed Firms/Agencies (who have the current authorization from the principal company) for supply & commissioning of Air Conditioners at various places in Guru Ghasidas Vishwavidyalaya (GGV) campus. **The prospective bidder may quote (online), the rates in the prescribed format (BoQ) as annexure II. Incomplete or conditional tender will be summarily rejected. The offered rate shall remain valid till the expiry of the contractual period.**

SALIENT DATES

- | | |
|--|---|
| 1 Last Date of submission of Tender (Online) | 05/10/2020 upto 2.00 PM |
| 2. Last Date of submission of fee & EMD (Hard copy) Tender Fee Rs 1,500/-(Original)(scanned copy to be uploaded online also) EMD Rs 1,50,000/-(Original) (scanned copy to be uploaded online also) | 05/10/2020 upto 2.30 PM |
| 3. Opening of Technical Bid | 06/10/2020 at 2.30 PM |
| 4. Financial Bid* (as per BoQ in e-tender submitted online) | Date to be notified later after Technical Evaluation |

The financial bid for the technically qualified bidders will be opened later, for which the date will be notified, through www.e-procure.gov.in and www.ggu.ac.in. Bidders are advised to visit the above sites for updated information on regular basis.

1. Mode of Payment of Tender Cost and EMD:

Tender cost and EMD must be submitted in original in favour of Registrar GGV, Payable at Bilaspur before the scheduled last date and time only through speed post/registered post/courier service to “the Asst. Registrar (Store), Guru Ghasidas Vishwavidyalaya, Koni, Bilaspur 495009 (C.G)”. Also the scanned copies of DD/FDR are to be uploaded online in eprocure.gov.in. (CPP Portal). However if the originals are received even after the scheduled date/time but before online opening of the technical bid then the same may be acceptable.

1.1 Tender cost

A tender cost of Rs 1500/- (non-refundable) should be in the form of DD in favour of “Registrar, Guru Ghasidas Vishwavidyalaya”, payable at Bilaspur (C.G), from any nationalized bank.

Earnest money deposit (EMD)

An EMD of Rs. 1,50,000/- (refundable as per terms and condition of the tender) should be in the form of DD/FDR in favour of “Registrar, Guru Ghasidas Vishwavidyalaya”, payable at Bilaspur (C.G), from any nationalized bank .

The following shall be noted related to EMD:

- The EMD (without any interest) for all those bidders who are found not eligible shall be returned back to the bidder through registered post/speed post/Courier Service.
- The EMD without any interest shall be refunded / returned to remaining bidders only after signing of agreement / MoU with the successful bidder.
- No exemption from depositing the EMD shall be allowed to any participating bidder. However GOI rules/guidelines will be followed.
- Validity of EMD shall be minimum for six (6) months from the last due date of submission of E-TENDER / EoI.
- The earnest money deposit (EMD) shall not carry any interest, when returned back to bidder.
- EMD shall be forfeited in the following cases:
 - If any information or document furnished by the bidder turns out to be misleading or untrue in any material respect; and if the successful bidder fails to execute the contract/ agreement within the stipulated time or any extension thereof provided by GGV or the bidder failed to obey the terms & conditions of the bid.

2. Essential Eligibility Criteria for the bidder:

The bidder should fulfill the following Eligibility criteria for participating in this EoI for Rate Contract:

- 2.1 The Bidder must have completed the work orders of more than Rs. 40,00,000/- of similar products/ similar works from any single government organization/ university/ PSU's or two projects of 30,00,000 or three projects of 25,00,000 in any one year in any of last three financial years. (Copy of purchase order along with Completion Certificate/satisfactory report from Client duly attested by bidder should be enclosed along with the Technical Bid).
- 2.2 The bidder should have at least an annual turnover of Rs.45 Lakhs for the last three financial years. A certified copy from Chartered Accountant must be enclosed in support of the statement.
- 2.3 Proof of Registration Certificate of Firm and Original Equipment Manufacturer (OEM) Authorization letter (as and where applicable) should be attached by the Bidder.
- 2.4 The bidder should be a single Company/ Firm. No consortium is allowed. Relevant document in the support of this statement must be enclosed.
- 2.5 Copies of the audited balance sheet of the vendor/bidder for the last three financial years, details of Permanent Account Number, ITR (Income Tax Return) for last 3 financial years and Certification for ISO must be attached by the Bidder for the product to be supplied.
- 2.6 The Bidder must submit the authorization Certificate of Air Conditioner from the Original Equipment Manufacturer (OEM) that should be issued after the release date of this EoI in favour of registrar Guru Ghasidas Vishwavidyalaya.
- 2.7 Valid G.S.T Registration Certificate & Bank mandate of the Company/Firm at least 3 years old (Enclose the copy of Registration Certificate) must be submitted by the bidder.
- 2.8 The bidder must enclose a notarized certificate that the Organization has not been black listed by any institution of the Central/ State government / PSU/ University/ Institute etc. in the past three years.

Bidder must mention the details in the given table and also submit the relevant Annexures as mentioned below.

| Eligibility Criteria for Bidders Clause 2.0 | | | | | | |
|--|----------|---|---|---|----|---------|
| Clause no. 2.0 | Annexure | CRITERIA SATISFIED BY THE BIDDER YES/NO | CERTIFIED DOCUMENT / CERTIFICATE ATTACHED IN SUPPORT YES/NO | GIVE THE RELEVANT PAGE NO IN THE BID DOCUMENT SUBMITTED BY THE BIDDER | | Remarks |
| | | | | From | To | |
| 2.1 | I-A | | | | | |
| 2.2 | I-B | | | | | |
| 2.3 | | | | | | |
| 2.4 | | | | | | |
| 2.5 | | | | | | |
| 2.6 | | | | | | |
| 2.7 | I-C | | | | | |
| 2.8 | | | | | | |

3. Financial Evaluation

3.1. Bidder whosoever quotes the lowest rate for a particular item will be selected for that item as winning bidder, subject to fulfillment of the desired specifications and tender terms.

4. DISQUALIFICATION:

The EOI/bid may be cancelled/partially accepted/rejected/not evaluated if any of the following is observed by the technical committee of GGV.

1. If any of the eligibility criteria (as per clause 2) is not fulfilled by the bidder. However any guidelines/rules from GoI will be applicable.
2. If the hard copies of the desired documents including tender cost and EMD are not received within the stipulated time through speed/registered post or courier service.
3. If the bid is conditional or incomplete or relevant documents are not attached.
4. If the tender document is altered or tampered in any manner.
5. If documents are incomplete in the online technical bid and any desired document(s) is not attached in support of the statements made in the tender by the bidder.
6. If duly signed copy of the desired undertaking and certificates are not attached with the online technical bid.
7. If at any stage during and after evaluation of the technical bid and even after agreement and award of the work the bid/agreement of any such bidder will be rejected/not

evaluated/cancelled, it is found that the information/documents furnished by the bidder is false/untrue/fabricated/tampered etc.

8. If the bidding firm has been blacklisted/debarred by any government/semi-government/PSU organizations or any legal proceedings regarding malpractice is ongoing against the bidding firm or the firm was found guilty for such malpractices earlier.
9. If the bidder attempts to influence any member of the committee.

5. Rights of the University:

The University reserves (without assigning any reason, whatsoever) the right to:

1. Accept or reject any or all bids for this EoI at any stage.
2. Amend the selection process at any stage, if situation so warrants.
3. Interpret any clause, modify/alter and amend the provisions of this EoI or any other document issued at any stage of selection.
4. Amend the scope of work.
5. Debar the bidder, if during the process of selection or later at any stage, it is found or discovered that bidder has/ had provided incorrect/misleading information or material misrepresentation or concealment of information sought by the GGV.
6. Close the process/cancel the invitation/ tender notice at any stage.

6. Downloading of the EoI cum E-Tender:

The bid document consisting of scope of work and the set of terms and conditions of the contract to be complied with and other necessary documents may be seen and downloaded from websites www.ggu.ac.in or www.e-procure.gov.in

7. Submission of the Bids:

Part-A

7.1 TECHNICAL BID: Following duly signed documents are to be submitted by the bidder:

1.1 Soft copies to be uploaded in the CPP Portal e-procure.gov.in:

- a. All relevant certificates, undertakings, documentary evidence in support of the information furnished by the bidder as per clause 2.
- b. Signed and scanned copies of Tender Cost and EMD.
- c. Signed copy of the tender document without any alteration.

1.1.1 Online (soft copy) Bid Submission

- a. The bid document consisting of scope of work and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from websites www.ggu.ac.in or www.eprocure.gov.

- b. Bidder must be registered on the website www.eprocure.gov.in for uploading the soft copy of the bid.
- c. The interested bidder(s) must read the terms and conditions of this EOI carefully. Firm should only submit the bid if eligible, and should possess all the documents required.
- d. The intending bidder(s) must have valid digital signature to submit the bid.
- e. Bidder should upload documents in the format available on the website www.eprocure.gov.in.
- f. Bidder must upload the Tender documents on the e-Tendering website www.eprocure.gov.in. The scanned copy of demand draft for Bid Cost (Non-refundable) and demand draft of Earnest Money Deposit (EMD) in pdf format. All two files should be uploaded in one file named “Bid Cost_EMD_E-Tender Fee_Name of Bidder.pdf” within the period of bid submission.
- g. Bidders must upload on their tender on the e-Tendering website www.eprocure.gov.in. The scanned copy of the bid documents Technical (in pdf format) and Financial Bids (as per format available on the website www.eprocure.gov.in) within the period of bid submission.
- h. First pdf file titled “Technical Bid _Name of Bidder must have all required documents related to Technical Bid.
- i. Second file (as per the format available on the website www.eprocure.gov.in) titled “Financial Bid Name of Bidder” must have the Financial Bid.
- j. The Technical bid file must contain the scanned copies of duly signed EOI, certified copies of documents related to Eligibility Criteria, all relevant information and documents of turnover, net profit (after tax), experience, ongoing work, documents relevant for evaluating the bidder technically, Corrigendum / Addendum / Other documents, if any, etc. as per the attached annexure (except annexure –E). Only those technical bids whose Bid cost and EMD are found valid will be opened.
- k. The bidders are required to upload and submit page of (Audited) summarized Balance Sheet /summarized Profit & Loss Account for last 03 years.
- l. Bidder must ensure to quote rate in the Financial Bid as per Annexure-II. The rate shall be quoted up to 2 Decimals.

- m. If any cell is left blank and no rate is quoted by the tenderer, rate of such item shall be treated as “0” (ZERO).
- n. Information and Instructions for bidders uploaded on websites shall form part of bid document.
- o. The bidders are advised to submit complete details with their bids. The Technical Bid Evaluation will be done on the basis of documents submitted/uploaded on e-tendering website(s) by the bidders with the bids. The information should be submitted in the prescribed proforma. Bids with Incomplete/Ambiguous information will be rejected.
- p. Online technical bid documents submitted by intending tenderers shall be opened only of those tenderers, whose Earnest Money Deposit, Cost of Bid Document and other documents placed in the envelope are found in order. GGV reserves all the rights to reject the bid, if their envelopes do not contain relevant information with regard to the content of the envelope.
- q. Before the scheduled last date and time of submission of bid as notified, the bidder can submit their revised bid any number of times indicating the relevant details on the concerned envelope.
- r. On opening date and time, the bidder may login to see the bid opening process.
- s. The bidder may submit their queries (if any), through E-mail (arstore@ggu.ac.in) and in writing to the Registrar, Guru Ghasidas Vishwavidyalaya, Koni, Bilaspur, 495009 (C.G.) to seek clarifications regarding the tender submission etc. GGV will reply only those queries which are essentially required for submission of bids. GGV will not reply the queries which can be implied /found in the EOI cum tender documents or which are not relevant or in contravention to EOI cum tender documents.
- t. Original DD of the Tender Cost Rs 1000/- and Original DD/FDR of the EMD of Rs 1,50,000/- in favor of Registrar Guru Ghasidas Vishwavidyalaya in hard copy to be submitted in a sealed envelope and to be sent at address “Assistant registrar (Store section) , Guru Ghasidas Vishwavidyalaya, Koni , Bilaspur, CG, 495009”.

PART B

2. **Financial bid:**

Financial bid is to be submitted online only on e-procure.gov.in in the BoQ format as per **annexure II**.

8. **Opening and Evaluation of the Bid:**

The bids shall be opened online for only those bidders who successfully submit the desired tender cost, EMD in original on or before the desired date/time in a sealed envelope, to the store section of the University, only by specified mode.

The bid is invited under two stages (three packets system), accordingly the stage wise bids shall be opened on line. On scheduled date the Technical bids shall be downloaded and evaluated as per the eligibility criteria (clause 2).

The financial bids of technically qualified bidders shall be opened online as per the date decided later and uploaded in www.e-procure.gov.in and www.ggu.ac.in in these sites and it will be evaluated as per the eligibility criteria (clause 3), only.

General Terms and Conditions

1. The vendors/firms/bidder should have valid GST registration. Relevant documents must be attached as required in sections A and B.
2. The entire supply will be done by a single vendor. Single company/Firm will be awarded the complete Order. No consortium will be entertained.
3. The bidder has to put the firm's seal and signature in full at all pages of the bidding document. Bid must be submitted and signed by the authorized signatory only. Conditional and incomplete offer will be liable to be rejected.
4. The bidder should have an authorized dealership/registered certificate of Air Conditioners from the original OEM. The Authorization/Dealership letter or certificate of principal manufacturing company (OEM) should be issued after the date of publication of this EOI to be attached in original.
5. Products to be supplied/installed should be brand new and as per the exact specification provided in the tender document (**Annexure –II**).
6. Preference will be given to "Make in India" products.

7. Specifications of product are given in Schedule I of this EOI and all products supplied should be according the given specifications only.
8. The Cost Specified in BOQ should be inclusive of Commissioning & installation of the item at desired locations as directed by GGV. No extra cost will be paid for any extra items related with product installation required at the time of installation.
9. The total estimated cost of the purchase (inclusive of all) as per this Eoi is Rs. 50 Lakh approx. However GGV has all rights reserved to alter the amount in favour of University.
10. The University reserves the right to modify unilaterally any part of this document at any stage of awarding the work to the successful bidder in the interest of the University.
11. **Disqualification:** The University may disqualify bids on account of any of the following reasons:
 - (i) If bid is received after the last date and time.
 - (ii) If the bidder does not upload all the documents (as per sections A and B including service tax, GST, etc. registration) as stipulated in the bid document.
 - (iii) Bids in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
 - (iv) If the bidder attempts to influence any member of the expert panel.
 - (v) If the bid is conditional.
 - (vi) If the bidder provides any misleading information or conceals any information.
 - (vii) If the Bid is received without the original hard copies of Bid Cost, EMD.
 - (viii) If the bidders make any corrections, additions, alterations in the downloaded bid document.
 - (ix) If bidder is under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of India (GoI), State / Central Government, or any other of their agencies.
 - (x) Non fulfillment of any of the eligibility criteria as per this Eoi.
 - (xi) Bid submitted without the Declaration as per Annexure-I

- (xii) The decision of the University in the matter of disqualification shall be final and binding and no further correspondence shall be entertained from any disqualified bidder thereafter.
12. All provisions in this document and future documents to be issued by the University in connection with this work are supplementary and complementary to each other and are not to be read in isolation.
13. Bidders are advised to visit the designated websites www.ggu.ac.in and www.eprocure.gov.in regularly for latest updates & clarifications regarding this EOI and subsequent stages.
14. In the interest of the University, the GGV reserves the right to:
- i. accept or reject any or all bids for this EoI without assigning any reason, whatsoever at any stage.
 - ii. Increase or decrease the quantity of items.
 - ii. Amend the selection process at any stage without assigning any reason, whatsoever.
 - iii. interpret any clause, modify/alter and amend the provisions of this EOI or any other document issued at any stage of selection without assigning any reason, whatsoever.
 - iv. amend the scope of work without assigning any reason, whatsoever.
 - v. debar the bidder, if during the process of selection or later at any stage, it is found or discovered that bidder has/ had provided incorrect/misleading information or material misrepresentation or concealment of information sought by the GGV and
 - vi. close/ cancel the invitation/ tender notice at any stage without assigning any reason, whatsoever.
15. The Technically Eligible bidders, if interested can attend the opening of the Financial Bids. The date and time of opening the financial bid shall be notified later and uploaded on the websites www.ggu.ac.in and www.eprocure.gov.in only.
16. Any addition/deletion/modification of this EOI made before the due date of the tender will be displayed on www.ggu.ac.in or www.eprocure.gov.in website only.
17. In case the last date fixed for the submission of the EOI is declared as the holiday/off-day,

the next working day shall be deemed to be the last date.

18. The University reserves the right to verify the particulars furnished by the bidders independently and to obtain feedback from clients of the Bidder for whom, similar services had been rendered out by them.
19. Mere fulfilling the criteria laid down in this EOI does not entitle/guarantee the bidder to be shortlisted/selected/awarded the works at GGV. The decision of acceptance of any or all tender(s) will rest with GGV who does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all of the tenders received without assigning any reason thereof.
20. Period of Validity of Bids: 06 months from the final bid due date.
21. The following shall be noted related to EMD.
 - (i) The EMD (without any interest) for all those bidders who are found not eligible shall be returned back to the bidder through registered post/speed post.
 - (ii) The EMD without any interest shall be refunded/returned to remaining bidders after issuance of purchase order to the successful bidder(s).
 - (iii) No exemption from depositing the EMD shall be allowed to any participating bidder. However GOI rules/guidelines/directions will be followed.
 - (iv) Validity of EMD shall be six (6) months from the last due date of submission of EOI.
 - (v) EMD shall be forfeited in the following cases:
 - a) If any information or document furnished by the bidder turns out to be misleading or untrue in any material respect; and
 - b) If the successful bidder fails to execute the contract/ agreement within the stipulated time or any extension thereof provided by GGV.
 - c) The earnest money deposit (EMD) shall not carry any interest.
22. **Inspection:** GGV or its representative shall have the right to inspect or to test the items to confirm their conformity to the ordered specification. In case any inspected or tested goods fail to conform to the specifications, GGV may reject them and supplier shall either replace the rejected goods or make all alterations necessary to meet specification required free of cost to GGV.

23. As per requirement and in the interest of the University, the quantity mentioned in Financial Bid may be decreased or increased.
24. **Declaration** as attached in this Eoi (**Annexure –III**) must be furnished by the bidder only on non-judicial stamp paper of Rs. 100/-.
25. University reserves the right to visit the showroom and manufacturing /assembling units of the bidder/OEM for the quality assurance, if it so desires.
26. The items supplied by the firm shall be of high quality, standard & grade and in the inspection/ test or at any later stage, if the supplied items are found to be of inferior quality, the same shall have to be replaced by the supplier at its own cost/expenses within the stipulated period given by the university, failing which the order of the firm may be cancelled. Delayed supply/non-compliance of complete order may also lead to cancellation of work order.
27. **Specification:** The Firm/Bidder shall guarantee to meet the specifications as per **Schedule I.**
28. **Delivery Period** – Delivery period for supply of items would be **45** days from the date of supply order. Please note that Purchase Order may be cancelled unilaterally by the University in case services / supply are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the University with applicability of LD clause.
29. **On Site WARRANTY Maintenance:** The warranty period of Three(03) for the all items/goods shall be taken into account from the date of completion of supply of products, its successful delivery/inspection installation/commissioning and acceptance by GGV, including accessories if any, whichever is later. However the warranty given on good/items by the manufacturer with product shall continue upto the period mentioned by manufacturer.
- The Vendor/Firm shall fulfill the following conditions during warranty period:
- a) Any defect in the goods/items thereof should be rectified within maximum period of 48 hours of lodging complaint at Nodal Centre and Sites with-public air- transport facilities

- b) b) Any defect in the supplied goods failing due defective material manufacturing defects or Quality Control problem at least three times in three months, or where the penalty amount on account of downtime for three months has crossed 10% of the goods value, will be totally replaced by the Vendor at his cost and risk within 30 days, from the date of last failure.
- c) The firm/bidder shall provide contact numbers (preferably toll free) along with Email IDs to the University (GGV) for complaint booking. All these contacts provided by the Firm/Vendor should be working, attended and replied. It will be a single window complaint booking system; University shall not be contacting other than this system for maintenance / repair of their materials/services whatsoever.
30. **Payment Terms:** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/NEFT mechanism instead of payment through cheque, wherever feasible. The payment will be made as per the following terms, on production of the requisite documents
- (i) **No advance payment(s) will be made.**
31. **Performance Warranty:** The EMD deposited by the successful bidder shall be treated as performance guarantee for the firm in case the work is awarded to the concerned Bidder. The same shall be released after the 30 days of satisfactory execution of the all the work
32. **Security Deposit:** Security Deposit (SD) @ 5% of the basic amount (excluding Taxation), as per contract/work order shall have to be submitted along with the bill in the form of DD/FDR/Bank Guarantee from any Nationalized Bank, Otherwise, the same amount will be deducted from the billed amount. On satisfactory completion of the liability period (that is warranty period of 12 months), SD will be released to the Contractor/Firm on demand 30 days after expiry of the liability period.
33. **Repeat Order:** Price should be valid for six months for delivery at Guru Ghasidas Vishwavidyalaya Campus, Bilaspur (C.G.). GGV has all rights to issue the Purchase order of more goods/items mentioned in this EOI further with mutual consent from

vender up to maximum of 50% of quantity mentioned in EOI or the goods/items with same terms and conditions.

34. The items should be delivered without any extra cost at the university premises and will also have to be installed/ assembled without any extra cost. All expenses incurred due to transport, packing, forwarding, loading-unloading, transportation, transit insurance etc. shall have to be borne by the vendor/ firm only.
35. **Transfer and Sub-letting:** The Successful Bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
36. **Non-disclosure of Contract documents:** Except with the written consent of the University, the firm/bidder and other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
37. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Firm/Bidder shall indemnify the University against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Successful Bidder shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.
38. **Fall Clause:** The following Fall clause will form part of the contract –
- (i) The price charged for the services and stores supplied under the contract by the Bidder / firm shall in no event exceed the lowest prices at which the Bidder / firm sells the stores and services or offer to sell stores and services of identical description to any persons/Organization including the purchaser or any

department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

- (ii) If at any time, during the said period the Successful Bidder reduces the sale price, sells or offer to sell such stores and services to any person/organization including the University or any Dept. of Central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the Bidder/Firm shall forthwith notify such reduction or sale or offer of sale to the University and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.

39. Risk & Expense clause

- (a) Should the fabrication of items is not carried out within the time or times specified in the contract documents, or if defective fabrication is done, the client shall after granting the Contractor/Firm one week to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
- (b) Should the fabrication or any installment thereof not perform in accordance with the specifications / parameters provided by the CONTRACTOR during the check proof tests to be done in the CUSTOMER's country, the client shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- (c) In case of a material breach that was not remedied within 45 days, the client shall, having given the right of first refusal to the CONTRACTOR/Firm be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:- (i) Such

default. (ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

- (d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the CONTRACTOR/Firm. Such recoveries shall not exceed 10% of the value of the contract.”

40. Termination of Contract

The University shall have the right to terminate this Contract in part or in full in any of the following cases:-

- (i) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (01 months) after the scheduled date of delivery.
- (ii) The Successful Bidder is declared bankrupt or becomes insolvent.
- (iii) The delivery of material is delayed due to causes of Force Majeure by more than (02 months) provided Force Majeure clause is included in contract
- (iv) The University has noticed that the Successful Bidder has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (v) As per decision of the Arbitration Tribunal.

41. Force Majeure

- (i) Neither the Firm/Contractor nor the Client shall be considered as defaulting in the Performance of their obligations under this Agreement, as long as such performance is prevented or delayed, for reason, beyond the reasonable Control of the party claiming the existences of Force Majeure such as Acts of God, severe earthquake, cyclone (except monsoon), floods, lightning, land slide, fire or explosions, plague or epidemics, strikes, lockouts (lasting more than 14 consecutive calendar days), sabotage, blockade, war riots, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military usurped power or confiscation or trade embargoes or destruction of requisition by order of any

Government or any Public Authority. The party claiming the existence of Force Majeure shall within ten days or within shortest possible period without delay, as the case may be, notify the other party about the occurrence of the Force Majeure event and provide the other details of arising ceasing of the impediment. At the end of the impediment, the party claiming the existence of Force Majeure shall provide necessary documental proof of cessation.

- (ii) As soon as the cause of Force Majeure has got removed, the party whose ability to perform its obligations has been affected shall notify the other of such cessation and of the actual delay incurred in such affected activity, including necessary evidence in support thereof. From the date of occurrence of a case of Force Majeure, obligations of the party affected shall be suspended during the continuance of Force Majeure Conditions and any liability so caused until the case itself and the inability so caused resulting there from have been removed, the agreed time of completion of the respective obligations under this contract shall stand extended by a period equal to the period of delay occasioned by such events.
 - (iii) Should one or both the parties be prevented from fulfilling the contractual obligations by state of Force Majeure lasting continuously for a period of six months, the parties shall consult each other regarding the future implementation of the Project.
42. **Liquidated Damages Clause:** In case the work described is delayed beyond the stipulated period of completion, for reasons directly attributable to Firm, a sum equivalent to 0.5% (half percent) of fees for of each completed week by which the work has been delayed subject to maximum of 10% (ten percent) of the fees, shall be levied by way of liquidated damages not by way of penalty. This shall however not absolve the Firm/contractor of the responsibilities and obligations under the contract to complete the execution of work as per the completion time schedule.
43. **Professional Misconduct:** If any time, it is noticed that deliberate attempt has been made by the Bidder to cause over payment to the contractors by over measurement or over estimation of the rates or substandard work is accepted and recommended

for payment, the amount shall be recovered from the payments due the Firm/Contractor not only from this contract but also from any other contract awarded by this Client and other means available to the Client. The matter will be viewed as a professional misconduct and strict action as per law will be taken.

44. **Confidentiality:** Except with the prior written consent by the Client, the Firm/Contractor and their representatives shall not at any time communicate to any person or entity any confidential information disclosed to them for the purpose of the services. The Firm/Contractor shall not publicize any information pertaining to Client which is discussed with them during course of execution of work in the interest of project completion.
45. **Indemnification:** The Firm/Contractor shall indemnify the Client for any loss resulting from and as a consequence of errors, omissions arising out of gross negligence on the part of the Firm/Contractor or on the part of their employees/representatives/agents and shall take necessary action to remedy the loss, such as removal of defects, deficiencies and such other action as considered necessary by the client to remedy the loss arising from such negligence.
46. **Third Party Liability:** The Client shall not be liable for any injury/death, caused to any official, employee, representative or agent of the Firm/Contractor or their sub-Firm/Contractor s working at the site or damage to their properties for any reason whatsoever and Client shall not entertain any claim from any person on that behalf. It would be the responsibility of the Firm/Contractor to get their official, employees, representatives, agents or their sub-Firm/Contractor s insured against the possible risks involved in the discharge of their duties at the work site.
47. **Arbitration:** Any dispute arising out of this agreement shall be settled through mutual discussion and consultations among the parties. In case the parties would not come under fruitful conclusion on the disputes, the matter shall be referred to the Sole Arbitrator by either party. The Sole Arbitrator shall be the representative nominated by the Vice Chancellor of Guru Ghasidas Vishwavidyalaya, Bilaspur (C.G.). The decision of the sole arbitrator shall be final and binding upon the parties to the

disputes.

48. **COURT JURISDICTION:** THE UNIVERSITY SHALL NOT BE BOUND TO GIVE JUSTIFICATION FOR ANY ASPECT OF THE SELECTION PROCESS AND THE DECISION OF THE UNIVERSITY SHALL BE FINAL AND BINDING ON ALL WITHOUT ANY RIGHT OF APPEAL. FURTHER, IN CASE OF ANY DISPUTE, ANY SUITE OR LEGAL PROCEEDINGS AGAINST THE UNIVERSITY, THE JURISDICTION SHALL BE RESTRICTED TO THE COURTS AT BILASPUR, CHHATTISGARH.
49. In case of any ambiguity /anything not contained in this document, GGV reserves the right to take discretionary decision without assigning any reason thereof and it will be binding on concerned/all bidders. The University also reserves the right to cancel/reject any bid due to any reason including human error in calculation incurred during process. The GGV shall be free to cancel the whole or part of tender without assigning any reason.
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Technical specifications of Air Conditioners (Schedule I)

A. AC(1.5 Ton 5 Star Split Air Conditioners)

| Basic Parameters | Value/ Requirement |
|---|---------------------------|
| Cooling Capacity (Watts) Minimum/ Maximum | 5,100 1545 – 5635 |
| Compressor | Dual Rotary |
| Gas | R32 |
| Power Supply (Volt/Phase/Hz.) | 220-240/Single/50 |
| Performance | |
| ISEER Value | 4.73 |
| Star Rating | 5 Star |
| Air Circulation (In/Out) (CFM) | 653/1093 |
| Noise Level (Indoor)(dB) | 31 |
| Filter Type | |
| HD Dust Filter | Required |
| Air Swing | |
| Auto Air Swing (Up-Down) | Required |
| Auto Air Swing (Left-Right) | Required |
| Selectable Swing | Required |
| Other Functions | |
| Dual Inverter | Required |
| 100% Copper | Required |
| Ocean Black Protection In Fins and Bends of Condenser (Preventive from Rust & Corrosion, Increases Durability) | Required |
| Instant Cooling Feature | Required |
| Control of Air Movement & Humidity inside the room, to work efficiently in humid conditions. | Required |
| Low Gas Detection | Required |
| Smart Diagnosis System | Required |
| Comfort Air | Required |
| Stabilizer Free Operation | Required |
| Cools @ 52°C | Required |
| Auto clean | Required |
| Sleep mode | Required |
| Dimensions & Weight | |
| Indoor (mm)(WxHxD) | 998 x 330 x 210 (Minimum) |
| Outdoor (mm)(WxHxD) | 770 x 545 x 288 (Maximum) |
| Indoor (Kg) | 11.5 (Maximum) |

| | |
|---|----------------|
| Outdoor (Kg) | 32.5 (Maximum) |
| Warranty | |
| Compressor Warranty (Including Cost of Gas Refill in case of repairs/ replacement during warranty period) | 10 Years |
| PCB Warranty | 5 Years |
| Other Components Warranty | 1 Year |
| Minimum 2 Free Servicing in a Year | 3 years |

Annexure-I

GENERAL INFORMATION OF THE BIDDER

| Sl. No | Details of the firm/bidder | Detail to be Furnished by the firm/bidder | Page number in the EoI/tender document |
|--------|---|---|--|
| 1 | Name and address of the Bidder | | |
| 2 | e-mail id, Mobile No. and land line No. of the bidding firm | | |
| 3 | State clearly whether it is Sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organization(attach relevant document in support) | | |
| 5 | Whether the firm is registered under company Act 1956? If yes, enclose certified copies as documentary evidence: In case firm is registered with other Govt. Deptt./Agency/CFIs., the same may be stated with documentary evidence. | | |
| 6 | Bank Detail of the Bidder: Name of Bank: Full address of Bank: Account No.: IFSC of Bank: | | |
| 7 | Details of the Tender Cost DD No.: Dated: Drawn on Bank: Amount:Rs 1500/- | | |
| 8 | Details of the Earnest Money Deposit (EMD) DD. No.: Dated: Drawn on Bank: Amount: Rs 1,50,000/- | | |
| 9 | No Blacklisting certificate (as per Annexure III) | | |
| 10 | Copy of Income Tax Return for last 3 years (attach CA certified(copies) | | |
| 11 | Attach the tender/EoI document and its annexure (duly signed and stamped by the bidder) Note: It is mandatory to sign each and every page of the documents including the tender format and are to attached /submitted along with the Technical bid. | | |
| 12 | Any other information, if the bidder wishes to furnish in order to strengthen its candidature as supplier under rate contract. | | |
| 13 | Undertaking as per annexure (as per Annexure-III) | | |

Annexure-I-A
BIDDERS EXPERIENCE

| Year | Details of Rate Contract the bidding firm has entered with other organization (RC No , EoI No etc) | Name, Address &Type of organization | Certificate issued by the concerned organization (not below the rank of Assistant Registrar) | Page No of documents attached in this EoI/Bid |
|------|---|-------------------------------------|---|---|
| | | | | |
| | | | | |
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ANNEXURE I-B

Turn Over& Gross Profit Statement of the Bidding firm

| Financial Year | Turn Over (Rs. in Lakh) | Average Turnover (in Lakhs) | Gross Profit (Rs In Lakhs) | Average Gross Profit (Rs in Lakhs) |
|-----------------------|------------------------------------|--|---------------------------------------|---|
| 2016-17 | | | | |
| 2017-18 | | | | |
| 2018-19 | | | | |

Note: Please enclose certificate, issued by CA in this regard

ANNEXURE I-C

Statutory Information:

| Sno | Description | Details to be furnished by the Bidder | Page No EoI/Bid | Attach all the certified copies of the documents in support |
|------------|---------------------------------|--|------------------------|--|
| 1 | PAN card | | | |
| 2 | TAN card | | | |
| 3 | GST registration | | | |
| 4 | Shop/Establishment Registration | | | |
| 5 | Labour License (as applicable) | | | |
| | | | | |

Annexure -II

SAMPLE FINANCIAL BID FORMAT (Sample BoQ)

Annexure –III
DECLARATION

1. I, ----- Son /Daughter of Shri -----
Proprietor/ Partner/ Director/ Authorized Signatory of the bidding firm M/s. -----
----- and I am competent to sign this declaration and execute this EOI document.
2. I have carefully read and understood all the terms and conditions of the EOI and I hereby
3. The information/ documents furnished along with this EoI/Bid application are true and authentic to the best of my knowledge and belief.
4. I/My/Our firm is neither blacklisted by any Government Department/PSUs/PSEs nor is any Criminal Case registered against the firm or its owner or partners or directors anywhere in India.
5. I/We also certify that firm will supply & install the desired items at the desired locations at GGV premises Bilaspur (C.G) and also abide all the terms and conditions stipulated in the purchase order issued by GGV in tune with the terms & conditions of the EoI cum Tender
6. I/We also certify that the information given in bid is true and correct in all aspects and in any case at a later date it is found that any details provided are false / incorrect /tampered/hidden/ deliberately canceled, then the bid or contract given to the firm be cancelled/terminated at any stage, and the EMD will be forfeited by the university. Further the firm may also be blacklisted by the university(GGV, Bilaspur) and appropriate fine may be imposed..
6. I/We have read and understood all the terms and conditions and are acceptable to the firm. I/we will obey/comply/abide by all the terms and conditions of this EoI cum Tender, if the contract is awarded to my firm.
7. Total number of pages (including signed copy of EoI documents) being submitted in this bid is ..

Dated:

Signature of Bidder.....

Name.....

Designation.....

Firm's seal.....

- Note :**
1. The above declaration, duly signed and sealed by the authorized signatory of the firm/company, should be enclosed with the EOI document.
 2. Certificate as per above must be submitted only on non-judicial stamp paper of Rs.100/-.

CHECK – LIST

| Sr. No. | Detail | Complied/ Attached Yes/No | Page No. | Complied/ Not-compiled |
|--|--|---------------------------|----------|------------------------|
| 1 | Original DD of the Bid cost/fee of Rs 1500/- has been kept in the Envelope along with the DD/FDR of EMD Rs 1,50,000/- and duly sealed and sent to GGV. Also the scanned copy of the above DD has been uploaded in the e-procure site along with the e-tender documents. | | | |
| Technical BID (scanned and duly signed copy is to be uploaded in e-procure.gov.in) | | | | |
| 2 | Whether bidder has scanned the original DD of the Bid cost/fee of Rs1500/- and DD/FDR of EMD Rs 1,50,000/- and have uploaded in the e-procure.gov.in | | | |
| 3 | Whether bidder has read and signed each page of the EoI cum tender documents and uploaded the scanned copy of the same in the e-procure.gov.in | | | |
| 4 | Whether bidder has read the details in the Annexure-I and duly signed it and have uploaded in the e-procure.gov.in | | | |
| 5 | Whether bidder has read and filled up all the desired Information in Annexure-I-A and duly signed it and have uploaded in the e-procure.gov.in | | | |
| 6 | Whether bidder has read and filled up all the desired information in Annexure-I-B and duly signed it and have uploaded in the e-procure.gov.in | | | |
| 7 | Whether bidder has read and filled up the Declaration as per Annexure-I-C and duly signed it and have uploaded in the e-procure.gov.in | | | |
| 8 | Whether bidder has read and filled up the Declaration as per Annexure III and duly signed it and have uploaded in the e-procure.gov.in | | | |
| Financial BID (BoQ) (scanned and duly signed copy is to be uploaded in e-procure.gov.in) | | | | |
| 8 | Whether bidder has read and filled up (online in the e-procure.gov.in), the Financial Bid(BoQ) as per Annexure-II | | | |