



सूचना एवं पुस्तकालय नेटवर्क केन्द्र  
Information and Library Network Centre  
विश्वविद्यालय अनुदान आयोग का स्वायत्त अंतर विश्वविद्यालय केन्द्र  
An Autonomous Inter-University Centre of UGC  
गान्धीनगर / Gandhinagar

**TENDER DOCUMENT**

| Sr. No. | BID-DATA SHEET                      |  |
|---------|-------------------------------------|--|
| 01.     | Name of Work                        | <b>Comprehensive Annual Maintenance Contract for VRF System with BMS System including Energy monitoring &amp; Central Remote Control (TOSHIBA Make) for Information &amp; Library Network Centre, Infocity, Gandhinagar</b>  |
| 02.     | Tender Number                       | INF/PUR/VRF/CAMC/2019-20   |
| 03.     | Yearly Estimated Cost of Tender     | Rs.5,50,000/-  |
| 04.     | Bid validity                        | 90 days  |
| 05.     | Issue of Tender Forms               | Tender Documents / Forms can be Downloaded from the Institute's website <a href="http://www.inflibnet.ac.in">www.inflibnet.ac.in</a> or Central Public Procurement Portal (CPPP) <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>  |
| 06.     | Tender Document Delivery Mode       | Through Speed Post / Registered Post/ Courier or either by person.   |
| 07.     | Earnest Money Deposit (EMD)         | Earnest Money of Rs.11,000/- (Rupees Eleven thousand only)   |
| 08.     | Publish Date                        | 31 <sup>st</sup> May, 2019 at 16:00 Hrs.   |
| 09.     | Document Download / Sale start Date | 31 <sup>st</sup> May, 2019 at 16:00 Hrs.   |
| 10.     | Document Download / Sale end Date   | 20 <sup>th</sup> June, 2019 at 17:00 Hrs.  |
| 11.     | Pre-bid Meeting Date                | 10 <sup>th</sup> June, 2019 at 15:00 Hrs.  |
| 12.     | Bid Submission Start Date           | 11 <sup>th</sup> June, 2019 at 09:00 Hrs.  |
| 13.     | Bid submission End Date             | 20 <sup>th</sup> June, 2019 at 17:00 Hrs.  |
| 14.     | Bid Opening Date                    | 21 <sup>st</sup> June, 2019 at 12:00 Hrs.  |
| 15.     | Contact Person                      | Shri Harish Chandra, Administrative Officer (PA&F)<br>Email: <a href="mailto:harishchandra[at]inflibnet[dot]ac[dot]in">harishchandra[at]inflibnet[dot]ac[dot]in</a> and <a href="mailto:devang[at]inflibnet[dot]ac[dot]in">devang[at]inflibnet[dot]ac[dot]in</a><br>Tel : 079-23268121 - 8100<br><br>Shri Shyam T Yadav, In-Charge (Purchase & Store)<br>Email : <a href="mailto:shyam[at]inflibnet[dot]ac[dot]in">shyam[at]inflibnet[dot]ac[dot]in</a><br>Tel: 079-23268143 |
| 16.     | Contact Address                     | INFLIBNET Centre, Infocity, PB No 04, Gandhinagar- 382 007<br>Website : <a href="http://www.inflibnet.ac.in">www.inflibnet.ac.in</a>   |

## **Contents of Tender Document**

| <b>Sr. No.</b> | <b>Chapter</b>     | <b>Description of Contents</b>  | <b>Page No.</b> |
|----------------|--------------------|---|-----------------|
| <b>01.</b>     | <b>Chapter - 1</b> | <b>Introduction</b>   | 02              |
|                |                    | <b>General Instruction for bidders</b>  | 02-08           |
| <b>02.</b>     | <b>Chapter - 2</b> | <b>Terms &amp; Conditions</b>   | 09-11           |
| <b>03.</b>     | <b>Chapter - 3</b> | <b>Scope of Work and Requirement Specifications</b>                           | 12-14           |
| <b>04.</b>     | <b>Chapter-4</b>   | <b>Technical Bid Pre-qualification criteria - (Annexure - T-I to T- VIII)</b> |                 |
|                | T-I                | Checklist for Technical Bid   | 15-16           |
|                | T-II               | Bidder's Details  | 17              |
|                | T-III              | Bid form  | 18              |
|                | T- IV              | Declaration   | 19              |
|                | T-V                | Declaration regarding blacklisting/ non blacklisting                          | 20              |
|                | T-VI               | Financial capability of bidder  | 21              |
|                | T- VII             | Details of works of similar type executed by the bidder                       | 22              |
|                | T-VIII             | Certificate for the site inspection   | 23              |
| <b>05.</b>     | <b>Chapter - 5</b> | <b>Financial Bid - (Annexure F-I)</b>   | 24              |
| <b>06.</b>     | <b>Chapter - 6</b> | <b>Other Forms (To Be Submitted after Award of Contract)</b>                  |                 |
|                | C-I                | Contract Agreement Form.  | 25-27           |
|                | C-II               | Indemnity bond form.  | 28              |

## **INTRODUCTION**

*The Information and Library Network Centre (here after will be referred as INFLIBNET), is an autonomous Inter University Centre of the University Grants Commission, MHRD, New Delhi. Sealed bids on behalf of Director, INFLIBNET Centre are invited under **Two Bid System i.e. Technical Bid and Financial Bid for Comprehensive Annual maintenance contract for VRF System with BMS System including Energy monitoring & Central Remote Control (TOSHIBA Make) at INFLIBNET Centre, Gandhinagar** from bonafide, resourceful and reliable service providers/Vendors/agencies only as per terms and conditions attached.*

*Tender documents can also be downloaded from the INFLIBNET Centre's website [www.inflibnet.ac.in](http://www.inflibnet.ac.in) or Central Public Procurement Portal (CPPP), Govt. of India website [www.eprocure.gov.in](http://www.eprocure.gov.in)*

## **GENERAL INSTRUCTION FOR BIDDER**

### **1.1 Eligibility (Pre-qualification) Criteria.**

The INFLIBNET has set up minimum eligibility criteria for the bidding purpose. All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting document photocopies as mentioned in Annexure – I along with the proposal, failing which their bids will be summarily rejected and will not be considered any further.

**1.2 Contract Period:** The Contract will be initially for the period of One Year, which may be extended up to further two years one year at a time from award of contract/signing of agreement, if the performance/services is found satisfactory in the discretion of INFLIBNET, Gandhinagar. The Centre reserves the right to curtail or extend the validity of Contract.

**1.3 Period of Validity of Offer:** For the purpose of placing the order, the proposals shall remain valid till 90 days from the date of opening of tender. During the period of validity of proposals, the rates quoted shall not change. In exceptional circumstances, INFLIBNET may ask for extension of the period of validity and such a request shall be binding on Bidders. INFLIBNET's request and the response to such a request by various Bidders shall be in writing. A Bidder agreeing to such an extension will not be permitted to increase its rates.

**1.4 Submission of Bid:** The bids have been invited under two bid system, the interested bidders are advised to bid may be submitted in following manner:

**I. Technical Bid (Envelope – A; Annexure T-I to T-VIII)**

Envelope No.-I: Shall contain all the information and documents in the same serial order as shown in the Annexure – I (Eligibility / Pre-qualification Criteria). The complete document should be numbered chronologically. On the top to envelope must be superscribed "Technical Bid – I". Shall also contain the bid EMD.

**II. Financial Bid- (Envelope – B; Annexure F-I)**

Envelope No.-II: Shall contain the rates/ prices of the AMC/Services/ items duly filled in Financial bid format at Chaper-5 with signed and stamped. On the top of envelope must be superscribed "Financial Bid-II".

### III. Final Envelope

The Both sealed envelopes should be kept in a Third envelope of bigger size duly sealed superscribed "Bid Comprehensive Annual Maintenance Contract for VRF System with BMS System including monitoring & Central Remote Control (Toshiba Make)" and send to the INFLIBNET Centre, INFOCITY, Gandhinagar And also deposited/ dropped in the tender Box placed at the security cabin, INFLIBNET CENTRE, INFOCITY, GANDHINAGAR-382007. The tender must reach on or before 20<sup>th</sup> June, 2019 at 17:00 hrs.

- 1.4.1 Each paper of the bid should be serially numbered and duly signed by the bidder with the seal of the firm on every page.
- 1.4.2 All the envelopes shall indicate the name and address of the bidder to enable the bid to be returned, if required.
- 1.4.3 Late/ or delayed tenders shall not be considered. Therefore, please ensure that the tender is submitted/ posted well in time to reach us before the due date. The Centre will not be responsible for non-receipt of quotation due to postal delay, loss in transit etc.
- 1.4.4 Any Incomplete and conditional bids received shall not be considered and will be summarily rejected in very first instance without any recourse to the bidder and shall not be evaluated.
- 1.4.5 The bid shall be written in English only.
- 1.4.6 No other method/means of submission of bid except as stated above shall be acceptable. All entries in the bid form should be legible and filled clearly. Otherwise the bid is likely to be rejected. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid form. The cuttings, if any, in the Bid/ Bid application must be initialed by the person authorized to sign the bid.

**1.5 Earnest Money Deposit (EMD):** The interested Companies/firms may put the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.11,000/- in the form of Demand draft / Banker's Cheque / Fixed Deposit of any scheduled bank drawn in favour of "INFLIBNET Centre" payable at Gandhinagar.

The bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. No interest shall be payable by the Institute on EMD. The bid security is normally to remain valid for a period of forty-five days beyond the final bid validity period.

In exceptional circumstances, INFLIBNET may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended. A Bidder granting the request is not required nor permitted to modify the Bid.

**Exemption in EMD will only be given to Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department.**

**1.6 Forfeiture of EMD:** EMD made by Bidder may be forfeited under the following conditions: If Bidder withdraw the proposal before the expiry of validity period. During the evaluation process, if a Bidder indulges in any such activity as would jeopardize the process, the decision of INFLIBNET regarding forfeiture of EMD shall be final and shall not be called upon question under any circumstances. If Bidder violates any of the provisions of the terms and conditions of the proposal. In the case of a successful Bidder, if Bidder fails to:

- 1.6.1 Accept the work order along with the terms and conditions.
- 1.6.2 Furnish performance security.

- 1.6.3 Violates any of the work conditions of this proposal or indulges in any such activities as would jeopardize the work.
- 1.6.4 Submitting false/misleading information/declaration/documents/proof/etc. The decision of INFLIBNET regarding forfeiture of EMD shall be final and shall not be called upon to question under any circumstances, besides, forfeiture of EMD even the Bidder will be deferred from participating in any job.
- 1.6.5 In the event of the successful bidder/contractor failing to comply with any provision of the contract.
- 1.6.6 The successful bidder, on award of contract/ order must sign the contract/ order acceptance in writing, within 30 days of award of contract/ order failing which the EMD will be forfeited.

**1.7 Performance Security Deposit:** The successful bidder shall have to deposit a Performance Security Deposit of the 10 % of the total amount of work order within 30 days of the receipt of the LOI/Order. The performance security deposit will be furnished in the form of Demand draft/ Bank Guarantee/Banker's Cheque/Fixed Deposit of any scheduled bank drawn in favour of "INFLIBNET Centre" Payable at Gandhinagar. The performance security deposit should be valid for sixty days beyond the date of completion of all contractual obligations. Bid security shall be refunded to the successful bidder on receipt of performance security which is to be renewed, if the contract is extended. The Security Deposit will not bear any interest whatsoever and will be liable for forfeiture in case of the breach of any terms and conditions of the contract. In case, the bank guarantee for security deposit, the validity will be fourteen months (12 + 2 months) from the date of letter of award/ commencement of work whichever is later. The BG will be executed for extended period also.

**1.8 Pre Bid Meeting:** Pre Bid Meeting will be held on 10<sup>th</sup> June, 2019 at 15:00 hrs. at premises of INFLIBNET. . Bidder can end their queries to:

For Technical query:

Shri Harish Chandra, Administrative Officer (PA&F) & Shri Devang Roy, OA - II

Email: : [harishchandra\[at\]inflibnet\[dot\]ac\[dot\]in](mailto:harishchandra[at]inflibnet[dot]ac[dot]in) and [devang\[at\]inflibnet\[dot\]ac\[dot\]in](mailto:devang[at]inflibnet[dot]ac[dot]in)

Tel : 079-23268121 (During office hours 9.30am to 6.00pm (Mon-Fri))

For Commercial and general query:

In-Charge (Stores & Purchase)

Email : [shyam\[at\]inflibnet\[dot\]ac\[dot\]in](mailto:shyam[at]inflibnet[dot]ac[dot]in)

Tel: 079-23268143

The Service provider is expected to have visited the project site before pre-bid meeting or submitting tender documents so as to have a fair idea of the equipment & type of services required to be provided. The costs incurred by the Bidders in making this offer, in providing clarification or attending discussion, conferences or site visits will not be reimbursed by INFLIBNET.

The pre-bid meeting amendments can download from the INFLIBNET website ([www.inflibnet.ac.in](http://www.inflibnet.ac.in)) or from Central Public Procurement Portal (CPPPP), Govt. of India website ([www.eprocure.gov.in](http://www.eprocure.gov.in))

### **1.9 Terms of Payment:**

- 1.9.1 The payment will be released in four installments/ after completion of every 3 months of service period, on satisfactory performance and due certification by Scientist In-Charge (Estate). No advance payment will be made.
- 1.9.2 Invoice (i.e. Tax invoice as per Service Tax rules clearly indicating GST and Tax registration number, Service Classification, rate and amount of Tax shown separately).
- 1.9.3 The final payment shall, however, be made only after adjusting all the dues/claims of the Centre.

- 1.9.4 No claim for interest will be entertained by the Centre in respect of any payment/deposit which will be held with the Centre due to dispute between the Centre & Contractor or due to Administrative delay for the reasons beyond the control of the Centre.
- 1.9.5 Centre reserves the right to recover amount paid in excess during the contract from any other work or source after the contract if any found paid excess.
- 1.9.6 All Taxes per applicable rules time to time will be deducted at applicable rates from all payments made by INFLIBNET Centre.

**1.10 Amendment of Bid Document:** At any time prior to the deadline for submission of proposals, INFLIBNET Centre reserves the right to add/modify/delete any portion of this document by issuance of a Corrigendum, which would be published on the website and will also be made available to all the Bidders who have been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

**1.11 Enforcement of Terms:** The failure of either party to enforce at any time of the provision of this contract or any rights in respect thereto or to exercise any option here in provided shall in no way be construed to be a waiver to such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

**1.12 INFLIBNET Right to reject any of all bids:** The competent Authority of INFLIBNET reserves the right to reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision. Any effort by a bidder or bidder's agent / consultant or representative, whosoever described to influence the INFLIBNET/ in any way concerning scrutiny / consideration / evaluation / comparison of the bid or decision concerning award of contract shall entail rejection of the bid.

1.12.1 The Director, INFLIBNET reserves the right to terminate the contract without assigning any reason by giving a notice of 15 days to the Tenderer at any point of time during the period of the contract.

1.12.2 The competent Authority of the INFLIBNET reserves the right to annul bids or discontinue this tender process, without assigning any reason, at any time prior to signing of agreement with the successful bidder.

1.12.3 INFLIBNET reserves the right to vary/alter/amend the eligibility criteria for the CAMC Services Provider at any time, in its discretion, before the last date submission of proposals.

1.12.4 By acceptance of this document, the recipient agree that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient with access to any additional information or to update this document or to correct any inaccuracies, therein, which may become apparent, and INFLIBNET reserves the right at any time and without advance notice, to change the procedure for the selection of service provider.

1.12.5 The INFLIBNET reserves right to terminate the contract at any time after giving a one month's notice to the selected Service Provider with or without assigning any reason and shall be under no obligation whatsoever to continue the contract.

**1.13 Termination of the Contract:** The contract may be curtailed/terminated before the contract period, inter alia owing to deficiency in services or substandard quality of services by the empanelled agency etc. as may be specified in the contract to be signed between the parties. The INFLIBNET, however, reserves right to terminate this initial contract at any time after giving one month's notice to the selected Service Provider with or without assigning any reasons. Where a contract terminated by INFLIBNET on account of the committed by the agency, it shall have the right to award the contract to any other agency at the cost, risk and responsibilities of contract and excess expenditure incurred on account of this will be recovered by INFLIBNET from his Security deposit or pending bill or by raising a separate claim.

#### **1.14 Resolution of Disputes:**

- 1.14.1 If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement or regarding a question, including the questions as to whether the termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavor to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 day notice thereof to the other Party in writing.
- 1.14.2 In the case of such failure the dispute shall be referred to a sole arbitrator or in case of disagreement as to the appointment of the sole arbitrator to three arbitrators, two of whom will be appointed by each Party and the third appointed by the two arbitrators.
- 1.14.3 The place of the arbitration shall be Ahmedabad/Gandhinagar, Gujarat. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.
- 1.14.4 The proceedings of arbitration shall be in English language. The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure.
- 1.14.5 The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.

- 1.15 Price Bid:** The price bids shall be opened on the scheduled time and date at INFLIBNET Centre, Infocity, Gandhinagar, in the presence of the representatives of the service Providers, if any, who wish to be present on the spot at that time.

The price bid of only those bidders will be opened whose bids have been found eligible as per the criteria mentioned in the technical bid Annexure-I (Pre-qualification criteria). All eligibility conditions have to be satisfied on the respective dates in such condition and not on a later date.

This part shall contain prices in Indian Rupees only with detailed break-up of price as per format (Annexure – F-I) both in figures and words. No other enclosure is permitted in Envelope - B. Change of terms and conditions and technical deviations, if any, found in financial Bid of the tender will not be taken into account and will be treated as null and void.

#### **1.16 Compensation for Delay:**

##### **1.16.1 Normal breakdown Service:**

The normal breakdown call shall be attended by contractor within 24 hours at any time or any day and for the same no any extra charge will be paid by INFLIBNET. It has to be ensured by the contractor that the VRF Systems are always in working condition. Any breakdown or defects shall be attended to it immediately. If for any reason, VRF systems are not operational for more than 24 hrs., recovery @ Rs. 500/- per day per system will be made till the set is made functional. The said penalties will be recovered from performance guarantee or from bill amount.

##### **1.16.2 Emergency Service:**

If in emergency breakdown shall be attended by contractor within 90 minutes at any time on any day and for the same no any extra charges will be paid by INFLIBNET. For excess timing to reach for attending the emergency /breakdown call penalties is imposed as below:

The said penalties will be recovered from performance guarantee or from bill amount.

[a] after call , more than 90 minutes to 3 hrs. : Rs. 500/- per emergency /breakdown call.

[b] After call, more than 3 hrs. : Rs. 1000/- per emergency breakdown call.

[c] After call, more than 8 hrs. : Rs. 2000/- per emergency /breakdown call or Full charge by other agency if said work will be done by other agency.

- 1.16.3 If the agency/ contractor is not able to rectify the faulty then the same may be done through some other agency at the risk and cost of agency/ contractor failing which the same amount will

be deducted from AMC bill in addition to the penalty as stipulated above will be imposed. However, the decision of INFLIBNET Centre in this regard will be final and binding.

**1.17 Relaxation of Terms and Conditions:** The Director, INFLIBNET is empowered to relax any term or condition mentioned herein.

**1.18 Agreement:** The contractor will have to enter into a written Agreement with this Centre within 15 days of intimation of acceptance of approved rates.

**1.19 Bid Evaluation Criteria & Award Criteria:**

1.19.1 After the opening of the technical bid, the same will be evaluated by a committee, In case the committee decided for seeking further information/clarification, the same shall be provided by the bidder. Those bids which technically qualified as per pre-qualification criteria, and completed in all aspects with all Annexures ( T-II to T-VIII) and meeting the requirements as specified in Chapter-3, Scope of work. The financial bid of such qualified bidders will be opened on a specified date and time by the committee. The date and time of opening of financial bids will be intimated to the bidders well in advance through phone/email. The bidder is at liberty to be present either in-person or authorize, not more than one representative to be present at the time of opening of the financial bid. The Bids will be opened by the committee in the presence of the representative of the bidders who may wish to be present on that day.

1.19.2 In case it is found that the bidder has not quoted as per the requirement for any specified item that particular item shall be evaluated on the basis of highest quoted rates by the another bidder.

1.19.3 Any conditional bids received shall not be considered and will be summarily rejected in very first instance without any recourse to the bidder and shall not be evaluated.

1.19.4 The contract will be awarded for technically suitable lowest evaluated bidder whose bid has been found to be responsive and who is found eligible and qualified as per the tender document. In case two or more agencies are found to have quoted the same rates. The Competent authority of INFLIBNET shall decide about the bidder to which the offer shall be granted based on the report of the past performance of the firm, and length of experience etc. the decision of the Competent Authority of INFLIBNET shall be final.

**1.20 Disclaimer:**

The near relatives of employees of the INFLIBNET are prohibited from participation in this tender. The near relatives for this purpose are defined as:

- Member of a INFLIBNET Centre
- Their husband or wife.
- The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_



**Terms & Conditions**

- 2.1 Terms & Conditions for Comprehensive Annual maintenance contract for VRF System with BMS System including Energy monitoring & Central Remote Control (TOSHIBA make)**
- 2.1.1 All pages of tender document including technical bid and financial bid should be stamped and signed by authorized person/persons to having a token of acceptance to all conditions of tender.
  - 2.1.2 INFLIBNET is not responsible for non-receipt of quotation due to postal delay, loss in transit. Etc.
  - 2.1.3 In case of breach of any terms and conditions attached to this contract. The Performance Security deposit of the agency will be liable to be forfeited by this office besides annulment of the Contract.
  - 2.1.4 The successful tenderer shall not engage any sub-Contractor or transfer the contract to any other person/firm/agency in any manner. The tenderer shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.
  - 2.1.5 The Tenderer shall indemnify the Centre against all other damages/charges and expenses for which this Centre may be held liable or pay on account of the negligence of the Tenderer or his staff or any person under his control whether in respect of accident, injury to the person or damage to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. The Centre shall not be responsible financially or otherwise for any injury to the worker or person deployed by the Tenderer during the course of performing duties.
  - 2.1.6 The INFLIBNET will be under no legal obligation to provide employment to any of the personnel of the Tenderer during/expiry of agreement period and the INFLIBNET recognizes no employer-employee relation between the INFLIBNET and the personnel deployed by the Tenderer/agency.
  - 2.1.7 Each paper of the bid should be serially numbered and duly signed by the bidder with the seal of the firm on every page.
  - 2.1.8 The Contracting Agency shall render the services as mentioned in the scope of work.
  - 2.1.9 The personnel deployed by the agency shall be healthy, active. Nobody shall have any communicable diseases.
  - 2.1.10 In case of death or mishap leading to any injury or disability whatsoever, occurred during discharging the duty, the compensation /legal or any other liability will solely rest with the Contractor / firm.
  - 2.1.11 If any of the personnel of the contractor indulges in theft or any illegal/irregular activities, misconduct, the contractor will take appropriate action as per law and rules against its erring personnel in consultation with this office and intimate the action taken to this office. If need be, an FIR should be lodged against the erring personnel. Such personnel, who indulge in such type of activities, should not be further employed in this office by the contractor in any case.
  - 2.1.12 In case office is closed on bid opening date due to some reason, the last date and time will automatically shifted to the next working day.
  - 2.1.13 This document does not constitute nor should it be interpreted as an offer or invitation for the appointment of the AMC Service Provider described herein.
  - 2.1.14 Accordingly, interested recipients should carry out an independent assessment and analysis of the requirements and of the information, facts and observation contained herein.
  - 2.1.15 This document has not been filed, registered or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirement.

- 2.1.16 The proposal and all correspondence and documents shall be written in English. All proposals and accompanying document received within the stipulated times shall become the property of INFLIBNET and will not be returned.
- 2.1.17 The Service providers shall comply with and abide by such directions that INFLIBNET may issue from time to time.
- 2.1.18 The bidder will be bound by the details furnished by him/ her to INFLIBNET while submitting the tender or at subsequent stage. In case, any of such documents furnished if found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
- 2.1.19 The Service provider must employ adult skill labour only. Employment of child labour will lead to the termination of the contract.
- 2.1.20 The contractors/ agency's personnel shall follow and adhere to all procedures and processer as laid down by INFLIBNET.
- 2.1.21 The contractors shall be responsible for the safety of his/her man power, all the items of furniture, plants, office equipment and other fittings provided in the premises and shall be liable to make good any loss to the same if damaged during the execution of their duties which shall be recoverable from their bill or other dues payable to the contractors by the company.
- 2.1.22 The contractors should deploy the personnel after screening/approval from INFLIBNET.
- 2.1.23 The contractor shall be responsible for the good conduct and behavior of his employees. If any employee of the contractor is found misbehaving with the supervisory staff or any other staff member, the contractor shall terminate the services of such employees at their own risk and responsibility on the recommendation of the Scientist In-charge (Estate) or any other officer designated by the Director, INFLIBNET. The contractor shall issue necessary instruction to his/its employees to act upon the instructions given by the supervisory staff of office building.
- 2.1.24 In case of any damage caused to the installation due to negligence, carelessness or inefficiency of staff of the firm the contractor shall be responsible to make good the loss. Decision of the INFLIBNET shall be final & binding on the contractor.

## **2.2 Special terms & conditions of the contract**

- 2.2.1 Person deputed for servicing the VRF Systems should have minimum 2 years of experience in this field.
- 2.2.2 Required tools like screwdriver, adjustable spanner, test lamp etc. should be arranged by the Contractor.
- 2.2.3 Consumable materials like cotton pieces, oil, grease etc. should be arranged by the contractor.
- 2.2.4 Supply and fixing of any parts/ components which may be required to be replaced due to wear and tear of break down is also included in the scope of work.
- 2.2.5 Repair/ Replacement of important items like hoisting motor, door motor, gear box, ropes, hook etc. is also included in the scope of work being part of the life.
- 2.2.6 Normally servicing / Routine maintenance of the VRF systems should be done on the working days during office hours on mutually agreed upon time in presence of INFLIBNET Engineer/ Supervisor.
- 2.2.7 Break down/ Faulty operation calls should be attended within 24 hours after registering the complaint with the Contractor.
- 2.2.8 Major break down, if any, should be attended on priority within reasonable period on any day to maintain facility.
- 2.2.9 All the equipment/ components should be checked thoroughly for its proper functioning after the services is over.
- 2.2.10 Person engaged for services should carry identity card and should produce when demanded.

- 2.2.11 Person engaged for servicing, if found objectionable should be replaced immediately as instructed and directly by Engineer/ Supervisor.
- 2.2.12 No extra charges will be paid for spare parts replaced at the time of Service/ Repair.
- 2.2.13 The Contractor shall be responsible for the behavior of the person employed by him. He will also be responsible for any damage or loss of the property of INFLIBNET as a result of negligence/ carelessness of the work.
- 2.2.14 In case of contractor fails to carry out satisfactorily, apart from the right to terminate the contract, the Centre reserves the right to get the work done at the risk and cost of the contractor.
- 2.2.15 A logbook shall be maintained for each VRF systems and the record of work done for servicing/ maintenance replacement of part and repairs etc. carried out will be recorded therein by the contractor and present to Scientist In-Charge (Estate) of Centre on every last day of the month.
- 2.2.16 Contractor should ensure that each VRF systems are in perfect operating condition all the time.
- 2.2.17 Preventive maintenance of each VRF Systems should be done every month and a log book should be maintained and kept ready for inspection at any time.
- 2.2.18 The Contractor must take responsibility of indemnifying the INFLIBNET against any damages or legal proceedings or of any other kind arising out of this contract.
- 2.2.19 Contractor will be responsible for all acts of his/her workers deployed to work at INFLIBNET for all requirement/ damages/ injuries etc. & INFLIBNET should indemnified by the Contractor.
- 2.2.20 Corrupt or Fraudulent Practices:
  - Bidders & Suppliers shall observe the highest standard of ethics during the procurement and execution of the contract.
- 2.2.21 Any material required for making good the damages will be brought by the contractor at his own cost and risk, and such material should be of proper brand and of good quality.
- 2.2.22 The firm will be responsible for the security/insurance of their staff working at site and INFLIBNET will not be responsible in any manner in case of any accident / miss-happenings.
- 2.2.23 Technical evaluation committee during technical evaluation will also review the past performance of the contractor before making them technically qualified etc.
- 2.2.24 The contractor should submit list of spare parts required to carry out repairs and maintenance works well in advance to INFLIBNET.
- 2.2.25 They shall be responsible for any periodic statutory inspection to be carried out on the equipment necessary test report and certificate rectification of defects, pointed during such inspection etc.
- 2.2.26 Contractors should follow all safety norms and provide necessary safety equipment at their own cost. In case of any accident during the maintenance of the equipment leading to injuries / damages to human beings equipment and / or loss of life, the contractor shall be fully responsible for setting all claims and indemnify the Centre against any claims arising out of such accidents. Consequent damages to other systems will however be recoverable from the contractor.

**NOTE:** These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between INFLIBNET and the outsourced Agency and any non-compliance shall be deemed as breach of the Contract/Agreement.

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

**Scope of Work**

The scope of work as mentioned below are the minimum expected from the firm / agency / contractor apart from break down maintenance and any other work required for maintenance in proper way as per the operation & maintenance manuals of respective equipment and as per good engineering practices will be required to be done under this scope of work. Successful bidder will make Proforma for recording the following minimum work schedule/parameters and show to the employer to ensure proper accomplishment of these tasks.

Description of Complete System for Maintenance.

**3.1 VRF System with BMS System including Energy monitoring & Central Remote Control (TOSHIBA Make)**

- 3.1.1 Attending complaints of systems which include routine as well as breakdown maintenance of all the system.
- 3.1.2 Vendor shall supply minimum following consumables & general spares / items for smooth operation of all the system and the rates quoted by them should be inclusive of following items:
  - Refrigerant Gas
  - Lubricating oil for compressor systems
  - Packing / Couplings / gaskets / insulation material / other general spares.
  - All electrical spares e.g. Fuses / Relays, contactors, Condensers etc.
  - Indoor units Filter /Belts / Bearings / Valves / Other spares etc.
- 3.1.3 All tools & tackles, manpower, transportation and other resources required for executing the job shall be in the scope of the contractor. No extra charges will be paid by the authority regarding tools & tackles, manpower, transportation etc.
- 3.1.4 Spares of compressor, control panel card, Software etc. which may be required during maintenance of the all the system will have to be supplied by the contractor as per instruction of the Authority.
- 3.1.5 The Vendor has to maintain a maintenance register during each visit mentioning what kind of job has been done during that visit. Contractor also has to provide maintenance report.
- 3.1.6 The vendor shall depute a single person who will control this Annual maintenance work, so that authority can contact him for any kinds of problem of the all system.
- 3.1.7 The unit rates quoted should be kept firm and valid during the entire period of contract and no escalation shall be permissible for any reason whatsoever after award of contract.
- 3.1.8 The rates quoted by Vendor shall include all liabilities such as supervision, wages, overtime, leave, bonus, increment, retrenchment compensation, insurance and all other statutory payments, including providing of tools and tackles under contractor's scope of supply, overheads, profits etc. for which no extra payment whatsoever will be made by INFLIBNET.

**3.2 Monthly Maintenance.**

- 3.2.1 Maintenance of all filters, fans, diffusers, cooling coils, Refrigerant Gas make up etc.
- 3.2.2 Tightening of belts, foundation bolts of equipment, alignment of belt pulleys and couplings.
- 3.2.3 Examining indoor/outdoor units & operating linkage for smoothness.
- 3.2.4 To check the gland /seal, coupling of units.
- 3.2.5 To check the safety controls mechanical, Electrical/ Electronics and inter-locking of the various equipments.
- 3.2.6 To check all piping/insulation/proper positioning/damage and rectifying the same where ever required.

- 3.2.7 Inspect/check entire line for leakage and rectification of leakage, if any.
- 3.2.8 To check and lubricant (if required) the bearing of the fans/motors and keep the proper record.
- 3.2.9 To check the foundation bolts of the units/motors and to take the necessary action if required.
- 3.2.10 Check the quantity of Air flow from various outlets in each room/ Area as per drawings and do adjustment of dampers etc as and when required.
- 3.2.11 Check the performance of equipment of VRF plant for proper functioning
- 3.2.12 Any other job required to be attended during course of Checking and to keep the plant in perfectly working conditions.

### **3.3 Quarterly Maintenance**

- 3.3.1 Checking / setting / rectification of all safety and automatic controls.
- 3.3.2 Complete Overhauling of indoor/outdoor units, FCU, Fans.
- 3.3.3 Maintenance of Fresh Air & Exhaust Air Fans and their Balancing, if required. Observe the operation of all the dampers and make necessary adjustment in linkage and blade orientation for proper operation.
- 3.3.4 Functional checks & calibration of all switches, thermostats, humidistat and other instruments rectification of the same if required.
- 3.3.5 Any other job required to be attended during course of checking / as per OEM and to keep the plant in perfectly working conditions.
- 3.3.6 Maintenance of all Electrical equipment Feeders, Panels, Bus Bars, Cubicles, Motors, Heaters, Circuit Breakers, Power Points, etc. pertaining to VRF as per standard electrical maintenance practice and as directed by concerned maintenance engineer. The maintenance and repairing of motors, Software re installation (if required) etc. are also within the Vendor's scope of work.
- 3.3.7 The gas charging in VRF system will be executed by vendor, whenever required.

**NOTE:** All the equipments/installations shall always be kept in good and trouble free operating conditions. All the required record for break-downs/repairs and maintenance etc. shall be maintained in the form of history books and logbooks etc. as per directions.

All the maintenance works shall be carried out in accordance with the manufacturer's specifications and instructions of the Administrative Officer (PA&F) or his representative.

### **3.4 Tools & Plants**

- 3.4.1 All the general & special tools, tackles required for proper maintenance and repairs/break down etc., shall be arranged by the contractor at his own cost.

### **3.5 Consumables**

- 3.5.1 The rates shall be all inclusive of establishment as well as spares and consumables as per schedule of work. The contractor is required to assess the probable quantity of all types of spares and consumables likely to be required for replacement for keeping all the installations in good working conditions and include the lump sum cost of these spares & consumables. Nothing extra on any account shall be payable over and above the approved all-inclusive comprehensive rates of the contract.
- 3.5.2 The consumables and spares shall be of best standard quality purchased from the original manufactures or authorized dealers only and shall be approved by the Scientist In-charge (Estate) of INFLIBNET before use. INFLIBNET may direct the contractor to use consumables of its choice from the listed/approved vendors.
- 3.5.3 All spares and consumables shall be arranged by the contractor for which nothing extra shall be payable.
- 3.5.4 A list shall be prepared by the Contractor for major & minor spares consumables and the decision of INFLIBNET regarding the major /minor consumables shall be final.
- 3.5.5 Replaced parts/ spares, used brunt oil etc. will be property of vendor. It is his responsibility to disposed of immediately.

| <b>Details of VRF System Installed at Residence &amp; Guest House</b> |                    |                    |              |
|---|--------------------|--------------------|--------------|
| <b>Out Door Unit</b>  |                    |                    |              |
|   | <b>Location</b>    | <b>Capacity</b>    | <b>Qty.</b>  |
| 1   | Gound Floor        | 24HP               | 12HP x 2nos. |
| 2   | Gound Floor        | 16HP               | 16HP x 1no.  |
| 3   | Gound Floor        | 48HP               | 12HP x 4nos. |
| 4   | Lower Terrace      | 16HP               | 16HP x 1no.  |
| 5   | Lower Terrace      | 14HP               | 14HP x 1no.  |
| 6   | Upper Terrace      | 36HP               | 12HP x 3nos  |
|   |                    |                    |              |
| <b>Indoor Unit</b>  |                    |                    |              |
|   | <b>HP Capacity</b> | <b>TR Capacity</b> | <b>Qty.</b>  |
| 1   | 1HP                | 0.8Tr              | 1            |
| 2   | 1.25HP             | 1.1Tr              | 59           |
| 3   | 1.7HP              | 1.3Tr              | 2            |
| 4   | 2.0HP              | 1.5Tr              | 29           |
| 5   | 2.5HP              | 2.0Tr              | 6            |
| 6   | 4.0HP              | 3.0Tr              | 8            |

**Note:** Bidders are advised to visit the site for verification of complete system. Variations in quantities of equipment w.r.t as given above are likely to occur as per INFLIBNET requirement and during the period of Contract.

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

**Eligibility (Pre-qualification) Criteria**

**Annexure T-I**

**Page number should mention mandatory**

| Sr. No. | Pre-qualification criteria   | Documents to be provided  | Attached(Y/N) | Page No. |
|---------|--|---|---------------|----------|
| 01.     | The bidder must be a company registered under the companies Act, of India/State. Documentary (Certificate of incorporation) evidence to be submitted Registration Certificate to do the business for this service (As per scope of work-Chapter-3). Bids of sole proprietorship firms or those which are not in existence for 3 years as mentioned above shall not be considered at all.   | I. Certificate of Commencement of business<br>II. Certificate consequent to change of name, if applicable                   |               |          |
| 02.     | The bidder should have successfully provided/executed any one criteria of similar work ("a" or "b" or "c") during last five years ending on 31.12.18 to Government clients/ Autonomous Bodies/ Public sector under taking/ Privet sectors and MNCs of high reputed Industry as below:<br><br>a) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.<br>b) Two similar completed works each costing not less than the amount equal to 60 % of the estimated cost.<br>c) One similar completed work costing not less than the amount equal to 80% of the estimated cost. | Certified documents of Work orders/ Agreements in support of past contracts with Govt/ PSUs/ Other establishments           |               |          |
| 03.     | They should be registered with Income Tax and Goods and Service Tax.   | I. Attested copy of PAN/GIR Card<br>II. Attested copy of GST  |               |          |
| 04.     | They should be registered with appropriate authorities under Employees State Insurance Acts or any other Labour authorities including under the Contract Labour (Regulation and Abolition Act.)  | I. Attested copy of the EPF registration certificate.<br>II. Attested copy of the Labour License under the Contract Labour. |               |          |

|     |   |  |  |  |
|-----|---|--|--|--|
|     |   | III. Attested copy of the ESI Certificate. |  |  |
| 05. | Earnest Money Deposit (EMD) of Rs.11,000/-                | Attached with technical bid.               |  |  |
| 06. | They should submit Bank Account details.                  | Bank Account details.                      |  |  |
| 07. | Bidder's Details Annexure T-II                            | [On the letterhead of the Bidder]          |  |  |
| 08. | Bid form Annexure T-III                                   | [On the letterhead of the Bidder]          |  |  |
| 09. | Declaration of Bidder Annexure T-IV                       | [On the letterhead of the Bidder]          |  |  |
| 10. | Declaration of blacklisting/Non Blacklisting - Annexure-V | [On the letterhead of the Bidder]          |  |  |
| 11. | Financial Capability of bidder Annexure T-VI              | [On the letterhead of the Bidder]          |  |  |
| 12. | Details of Firm's Experience of Similar Services T-VII    | [On the letterhead of the Bidder]          |  |  |
| 13. | Certificate for the site inspection T-VIII                | [On the letterhead of the Bidder]          |  |  |

- Please use separate sheet for providing complete information.
- While evaluating bids, the document required against above eligibility criteria shall be provided as per this tender as Annexures. Firm shall self-certify each page of the tender document in token of its understanding / acceptance by signing it.
- The bidder is required to enclose self-attested photocopies of the following documents along with the Technical Bid, failing which their bids may be summarily/out rightly rejected and may not be considered:

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_



सूचना एवं पुस्तकालय नेटवर्क केन्द्र Information and Library Network Centre  
(Tender No.INF/PUR/VRF/CAMC/2019-20)

**Annexure T-II**

Bidder's Details

|  |  |  |
|--|--|--|
| 1  | Name of the Firm/ Company  |  |
| 2  | Name and Designation of Authorized Signatory   |  |
|  | Communication Address:   |  |
|  | Office Phone No:<br>Mobile No:   |  |
|  | Fax:<br>E-Mail ID:   |  |
|  | GST registration Number:<br>PAN Number:  |  |
| <b>Particular Details of the Bidders Representative'</b> |  |  |
| 3  | Name of the Contact Person:<br>Designation:<br>Phone No:<br>Mobile No:<br>E-Mail ID: |  |

**UNDERTAKING**

- 1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.**
- 2. The rates quoted by me are valid and binding upon me for the entire period of contract and period of extension,**

Authorized Signatory (signature in full) : \_\_\_\_\_

Name and Title of Signatory : \_\_\_\_\_

Company Rubber Stamp : \_\_\_\_\_

सूचना एवं पुस्तकालय नेटवर्क केन्द्र Information and Library Network Centre

(Tender No.INF/PUR/VRF/CAMC/2019-20)

**Annexure T-III**

**BID FORM**

(Bidders are requested to furnish the Bid Form in the Format given in this section, filling the all details and to be submitted on Letter Head in original)

To  
INFLIBNET CENTRE  
Infocity, Gandhinagar

Sub: CAMC for VRF System with BMS System including Energy Monitoring & Central Remote Control (TOSHIBA Make) at INFLIBNET CENTRE, Gandhinagar

Dear Sir,

We the undersigned bidder/(s), having read and examined in details the specifications and other documents of the subject tender No. INF/PUR/VRF/CAMC/2019-20, do hereby propose to execute the job as per specifications as set forth in your Bid document.

The prices of all items stated in the bid are firm during the entire period of job irrespective of date of completion and not subject to any price adjusted as per in line with the bidding documents. All prices and other terms & conditions of this proposal are valid for a period of 90 (Ninety only) days from the date of opening of bid. We further declare that prices stated in our proposal are in accordance with your bidding.

We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, deviations, if any, found in the proposal documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.

If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal. We fully understand that the work completion schedule stipulated in the proposal is the essence of the job, if awarded.

We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to five to ten percent (5-10%) of the Order value as stipulated in Financial Bid.

We agree that INFLIBNET reserves the right to accept in full/part or reject any or all the bids received or split order within successful bidders without any explanation to bidders and his decision on the subject will be final and binding on Bidder.

Dated, this .....day of .....2019

Thanking you, we remain,

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

DECLARATION

I, \_\_\_\_\_ Son/Daughter/Wife of \_\_\_\_\_ Resident of \_\_\_\_\_  
\_\_\_\_\_ Proprietor / Director / Authorized Signatory of the Company / Firm,  
mentioned above, is competent to sign this declaration and execute this tender document;

I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedules(s), etc.,) which form part of the contract agreement and I/We shall abide hereby by the terms / conditions / clauses contained therein.

The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

The corrigendum(s) issued from time to time by your department/organization too have all been taken into consideration, while submitting this declaration letter.

I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) in it's totally / entirely.

**In case any provision of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.**

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

**CERTIFICATE**

**DECLARATION REGARDING BLACKLISTING/NON BLACKLISTING**

I /We Proprietor / Partner (s) / Director (s) of M/s .....hereby declare that the firm/  
company namely M/S. .... has not been blacklisted  
or debarred in the past by any organization from taking part in Government tenders.

Or

I / We proprietor / partner (s) / Director (s) of M/S..... hereby declare that the firm/  
company namely M/S.....Was blacklisted or debarred by  
any Government Department from taking part in Government tenders for a period of .....years  
w.e.f..... The period over on ..... And now the firm/ company is entitled to take part in  
Government tender. In case the above information found false I / we are fully aware that the tender/  
contract will be rejected / cancelled by INFORMATION AND LIBRARY NETWORK CENTRE, GANDHINAGAR  
shall be forfeited. In addition to the above INFORMATION AND LIBRARY NETWORK CENTRE, GANDHINAGAR.  
will not be responsible to pay the bills for any completed/ partially completed work.

Signature:.....

Name: .....

Capacity in which as signed: .....

Name & address of the firm: .....

Seal of the firm should  
be affixed.

Dated:

Signature of Bidder with seal.

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm,  
certificate will be given by all the partners and in case of limited company by all the Directors of the  
company or company secretary on behalf of all directors.

सूचना एवं पुस्तकालय नेटवर्क केन्द्र Information and Library Network Centre  
(Tender No.INF/PUR/VRF/CAMC/2019-20)

**Annexure T-VI**

**FINANCIAL CAPABILITY OF BIDDER**

| Sr. No. | Name of the Bidder | Turnover (Rs. / Crores) |         |         |
|---------|--------------------|-------------------------|---------|---------|
|         |                    | 2016-17                 | 2017-18 | 2018-19 |
| 1       |                    |                         |         |         |

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

Note:

Submit the audited financial statement/ audited annual report of the last three financial years.

**Details of works of similar type executed by the bidder**

*(To be submitted in Envelop A)*

| Sr.No. | Name of the Company with full address, phone, fax and name of contact person | Work Description | Ref. & Date of the order | Work Order Value | Details of Order | Dates of |            | Page No |
|--------|--|------------------|--------------------------|------------------|------------------|----------|------------|---------|
|        |  |                  |                          |                  |                  | Start    | Completion |         |
|        |  |                  |                          |                  |                  |          |            |         |
|        |  |                  |                          |                  |                  |          |            |         |
|        |  |                  |                          |                  |                  |          |            |         |
|        |  |                  |                          |                  |                  |          |            |         |
|        |  |                  |                          |                  |                  |          |            |         |
|        |  |                  |                          |                  |                  |          |            |         |
|        |  |                  |                          |                  |                  |          |            |         |
|        |  |                  |                          |                  |                  |          |            |         |

**Sign and Seal of Contractor**

1. Copies of work orders should be attached with this information. In absence of documentary evidence, bid is liable to be rejected.
2. If necessary, separate sheet may be used to submit the information.

**SITE VISIT CERTIFICATE**

This is to certify that:

I, \_\_\_\_\_(name of bidder or his representative) of the  
\_\_\_\_\_ (name of construction firm) visited the site in connection with  
the Bid No. \_\_\_\_\_ for the \_\_\_\_\_ (name of the  
Project.)

Having examined the bid documents, I certify that I have acquainted with the nature, geographical and exact location of the works; the general conditions of execution; the neighboring area and other work that might affect the construction methods; the physical conditions specific to the sites; the climatic conditions; local conditions; means of communication and transport; the possibility of supplying electricity; the availability of labor sufficient in number and quantity; all constraints and obligations resulting from social, tax; and all conditions and circumstances which might influence the execution or price of the works.

I further certify that I am satisfied with the description of the works and that I understand perfectly the works to be undertaken as specified and implied in the execution of the Contract.

Signature of Bidder with seal: \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of Address of Company: \_\_\_\_\_

Note 1: This form shall be completed at the time of the visit to the site where the works are to be carried out.

**सूचना एवं पुस्तकालय नेटवर्क केन्द्र Information and Library Network Centre**  
(Tender No.INF/PUR/VRF/CAMC/2019-20)

**Annexure -F-I**

**(To be submitted in Envelop B)**

(Bidders are requested to furnish the Financial Bid in the Format given in this section, filling all details and to be submitted on Letter Head in original)

**Financial Bid for Comprehensive Annual maintenance contract for VRF System with BMS System including Energy monitoring & Central Remote Control (TOSHIBA Make)**

| <b>Sr. No.</b>                | <b>Description</b>   | <b>Qty.</b> | <b>Rate quoted for Contract</b> | <b>Amount in Rupees.</b> |
|-------------------------------|--|-------------|---------------------------------|--------------------------|
| 01                            | Comprehensive Annual Maintenance Contract for VRF System with BMS System including Energy monitoring & Central Remote Control (TOSHIBA Make) | 01 Nos.     | 12 Months<br>(One (1) Years)    |                          |
|                               |  |             | Total:                          |                          |
|                               |  |             | Charges of GST_____%            |                          |
|                               |  |             | Total Amount including GST      |                          |
| Amount in words: Rupees _____ |  |             |                                 |                          |

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_



**Contract Agreement Form.  
FORM OF AGREEMENT**

AGREEMENT BETWEEN INFLIBNET AND CONTRACTOR FOR \_\_\_\_\_(name of the work(s))

This AGREEMENT made on this \_\_\_\_\_day of Two thousand and \_\_\_\_\_between The Information and Library Network Centre (Hereinafter called INFLIBNET), an Inter University Centre of University Grants Commission, MHRD, Govt. of India or Client which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns, having its office at INFOCITY, Gandhinagar 382 007, Gujarat, India of the ONE PART.

And

M/s \_\_\_\_\_at \_\_\_\_\_(hereinafter referred to as Contractor) of the OTHER PART.

And whereas the Client/ INFLIBNET is desirous that certain works as detailed in the notice inviting tender of the above works/services and the said terms and conditions, specifications as well as scope of work to be done, as set out in the General Conditions of the Contract have been accepted and signed by the contractor/Service Provider.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz;
  - a) Notice inviting Tender No \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_
  - b) General rules and Instructions for the guidance of tenderers.
  - c) The Tender, Letter of Acceptance, Letters from & to the tenderer, if any, leading to and prior to acceptance letter.
  - d) General Conditions of contract and clauses of contract along with Annexures thereto.
  - e) Schedules consisting of Technical Specifications, Special Conditions, Compliances, Comprehensive AMC/ARC terms, tender drawings if any, etc.
  - f) Schedule of quantities including Prices and tendered amount known as Price - Bid.
  - g) The details submitted in technical bid, design, site survey and such other commitments like Annual Maintenance/Rate Charges for the period mentioned shall be part of the agreement.
3. AND whereas the Service Provider/contractor has agreed to execute, upon and subject to the condition set forth herein, (hereinafter referred to as the said conditions) the work shown in the General Conditions of the Contract.
4. AND whereas the Service Provider has deposited a sum of Rs. \_\_\_\_\_ ( \_\_\_ lakhs/thousands only) as earnest money in the form of a Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ in favour of INFLIBNET Centre payable at Gandhinagar as performance guarantee for the said work and has agreed that this be retained by the Institute as part of Security Deposit of Rs. \_\_\_\_\_ ( \_\_\_\_\_ only)

5. AND whereas the Service Provider/contractor has promised to deposit Rs. \_\_\_\_\_ (\_\_\_\_ lakhs only) as remaining part of the security deposit in the form of a Bank Draft/Guarantee latest by \_\_\_\_\_
6. AND whereas in pursuance thereof the Service Provider/contractor has commenced the work with effect from \_\_\_\_\_(Date)
7. In consideration of the payments to be made by the INFLIBNET to the tenderer, the tenderer hereby covenants and agrees with the INFLIBNET to complete the works in conformity in all respects and subject to all terms and conditions/rules as mentioned in the General Conditions as also in the aforesaid documents which shall form part of this agreement.
8. The contractor/vendor shall further keep the INFLIBNET indemnified against any loss to the INFLIBNET property and assets. The INFLIBNET shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.
9. That the contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at their risk and cost.
10. That if the contractor violates any of the terms and conditions of this agreement or commits any fault or their services are not to the entire satisfaction of officer authorized by the Director, INFLIBNET in this behalf, a penalty leading to a deduction unto a maximum of 10% will be imposed.
11. That this AGREEMENT shall come into force w.e.f \_\_\_\_\_ and shall remain in force for a period of one year. The AGREEMENT may be terminated by the first party on giving the second party thirty day notice. The AGREEMENT may be renewed after one year with mutual consent.

That this agreement may be terminated on any of the following contingencies: -

On the expiry of the contract period as stated above.

By giving one month's notice by INFLIBNET on account of :

- i) for committing breach by the contractor of any of the terms and conditions of this agreement.
  - ii) On assigning the contract or any part thereof to any sub-contractor by the contractor without written permission of the Director, INFLIBNET.
  - iii) On contractor being declared insolvent by competent Court of Law.
12. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration to Director, INFLIBNET or his nominee.
  13. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred of vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Director, INFLIBNET shall appoint another person to act as arbitrator in place of the out-going arbitrator in

accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

14. The expression Director, INFLIBNET shall mean and include an acting/officiating Director, INFLIBNET. The Arbitrator may give interim award(s) and/or directions, as may be required.
15. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the said tenderer, \_\_\_\_\_  
\_\_\_\_\_ to the  
CLIENT(INFLIBNET) \_\_\_\_\_ in the presence of:

Signature of Tenderer (with seal)

Witness ( Signature, Name & Address ):

- 1)
- 2)

Signature of Authorised representative  
of the Client/INFLIBNET Accepting Authority.

Witness ( Signature, Name & Address ):

- 1)
- 2)

सूचना एवं पुस्तकालय नेटवर्क केन्द्र Information and Library Network Centre  
(Tender No.INF/PUR/VRF/CAMC/2019-20)

Annexure C-II

INDEMNITY BOND

**(ON A STAMP PAPER of Rs.100/-)**

We, ....., having a registered office at ....., have entered into a contract with Information & Library Network (INFLIBNET) Centre having registered office at INFOCITY, Opp. DAIICT, Gandhinagar 382 007, vide contract dated ....., to provide CAMC for VRF System with BMS System including Energy monitoring & Central Remote Control (TOSHIBA Make) at Information & Library Network (INFLIBNET) situated at INFOCITY, Opp. DAIICT, Gandhinagar 382 007.

We do hereby indemnify and keep harmless, Information & Library Network (INFLIBNET) Centre, at all times, whether during the continuation of the aforesaid contract and at any time thereafter, in respect of any claim, demand, compensation, liability, penalty, fines, interests, suits etc. of whatsoever nature made, all actions and proceedings taken against the Institute by any party, employee(s), or workman/woman provided by us, on account of any delay, default, lapse, error, or omission on our part, or of rules and regulations, as may be applicable under the said contract from time to time.

We further undertake to indemnify and keep harmless, Information & Library Network (INFLIBNET) Centre against any claim/compensation arising out of any non-payment or short payment of salaries, wages, overtime, or compensation by whatever name called and compensation and claims arising on account of any accident, injury, death, etc. during the course of their engagement by us for the purpose of this contract, or non-fulfilment of any obligation under any of the labour laws as applicable to the class of workers/employees engaged by us for the purpose of this contract.

We further declare and agree that this Indemnity Bond is an unconditional and irrevocable undertaking by us and is not restrictive in any manner.

Signature of the Tenderer/Authorized Signatory Name of the Tenderer -----

Address of the Tenderer-----

Seal of the Company/Firm:

Telephone No/ Mobile No.-----