



MAULANA ABUL KALAM AZAD UNIVERSITY OF TECHNOLOGY, WEST BENGAL

(Formerly WEST BENGAL UNIVERSITY OF TECHNOLOGY)

Main Campus: NH 12, Haringhata, Post Office - Simhat, Police Station - Haringhata, Pin - 741249, W. B.

City Campus: BF-142, Sector - I, Salt Lake, Kolkata -700064, W. B.

Ref. No.: MAKAUT-WB/Engg.Elec/2023-24/Misc-19

Dated: 14-12-2023

Notice inviting E-Tender for Annual Maintenance Contract of 216 HP VRF AC plants at (ACADEMIC RIGHT BLOCK/ ADMINISTRATIVE BLOCK) of Haringhata Campus,MAKAUT, W.B

Please follow the Part – A, Part – B, Part –C, Part- D, Part – E, Part-F and Part-G of this tender for further details.

PART –A: Key Information

Sl. No.	Information	Remarks / Date
1.	About the Assignment	Annual Maintenance Contract of 216 HP VRF AC plants at (ACADEMIC RIGHT BLOCK/ ADMINISTRATIVE BLOCK) of Haringhata campus, MAKAUT, W.B
2.	Name of the Tender Inviting Authority	Registrar, MAKAUT, WB
3.	Estimated Value of Work (Including Taxes and Labour welfare Cess)	Rs.7,72,286.00/-
4.	Earnest Money Deposit(EMD)	Rs.15,445.00/-
5.	Tender Fee	Rs.500/- (Rupees Five Hundred only)
6.	Date of Release of Request for proposal	N/A
7.	Contact person	Registrar, MAKAUT, WB / Engineering Section, MAKAUT,WB Tel. No.: (033) 2999-1536/ (033) 2589-1543 Email-id: registrar@makautwb.ac.in
8.	Date of pre-bid meeting (optional)	After 7 days from the date of starting at Haringhata campus
9.	Addressee and address on which bid is to be submitted	wbtenders.gov.in
10.	Date of uploading of N.I.T. & Tender documents (online) from this end	
11.	Starting of Documents download (online)	
12.	Bid Submission starting (on line)	
13.	Last date of Documents download and submission of bid (on line)	14 days from the date of starting
14.	Submission of EMD and Tender Fee	Through NICL stipulated gateway
15.	Date of Technical Bid opening	After 2 days from the date of closing
16.	Date of uploading list for Technically qualified Bidder (on line)	To be notified Later
17.	Tender validity period	Not less than 60 days (Sixty days) from the last date of submission of financial bid / sealed bid.
18.	Time of completion	30 (Thirty) days should be reckoned from the 10 th day of placement of the work order.

****Tender Fee and EMD exemption may be applicable on proper submission of valid documents (MSME certification).***



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PART – B: SCOPE OF WORK:

The followings are the scope of work

This is a comprehensive contract. This contract covers the operation, periodical inspection, planned and preventive maintenance, breakdown maintenance and annual overhauling. The costs of spares and & manpower that may be needed for replacement of faulty parts during repair are also covered.

The scope of work of the plants is given below:

- The contractor shall provide operators as specified in the scope of work and shall furnish their proof of experiences and qualification to university before deployment.
- If necessary, the contractor/supervisor along with required manpower shall be deployed to work on off days / holidays including odd hour, for which no additional payment shall be made.
- The contractor and his supervisor shall work in close co-ordination with the university engineers / competent authority and carry out the work as per instruction.
- The contractor shall maintain spares/consumable in ready stock all the times.
- The contractor shall observe all labor laws as applicable and shall be held responsible for any untoward incidents and character of the personnel engaged as their workman.
- All the faulty parts replaced by the contractor shall be disposed of & necessary gate pass will be provided by competent authority on request of contractor for the material replaced by the contractor at his cost.
- It will be contractor's responsibility to keep the university's machine / materials in good working conditions throughout the contract period.
- Contractor to provide all necessary arrangement of transportation for movement of material and their man power for operation & maintenance at site.
- Contractor shall submit the list of spares and consumable used/maintained by him on monthly basis.
- Job completion shall be considered only after joint inspection of HVAC systems by contractor and university engineers, and then only the payment would be considered for the job.
- During the contract period, if any one of AC plant system is not required for one month or more on continuous basis then no payment will be made for maintenance of that AC system on prior information.



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- Replacement of pre filter, fine filter and chemical media filter in fresh air unit shall be done by operating staff. New pre filter, fine filter and chemical media filter are not be supplied by the University.
- The contractor will maintain the records of all breakdowns. The supervisor will communicate the defects to competent section (Engineering Section) without any delay.
- In case, loss of refrigerant, the same shall be filled up by the contractor at his own cost, no extra payment will be made on this account.
- The contractor shall arrange to provide authorized service engineers/ technicians of OEM or their authorized dealer as and when required for smooth, safe and troubleshooting. No extra payment shall be made on this account.
- Repairing of all related valve/accessories with AC system will be within the scope of the contractor. No extra payment shall be given on this account.
- Supply/repair/replacement of sensors, flow/pressure switch and gauges (pressure & temperature) are under the scope of contractor. No extra payment will be done by the University.
- Contractor shall maintain refrigerant gas as ready stock for the VRF units to minimize the Ac unit downtime in case of leakage at his own cost.
- Repair of condenser coil is in the scope of contractor and replacement of complete condenser coil in case not repairable is under the scope of University. The decision of non-repairable status shall be decided by University Engineers.
- The dedicated HVAC MCC power panel's maintenance including supply of spares is in the scope of contractor. Day to day maintenance of the electrical panels, breakdown maintenance and annual capital maintenance are to be carried out by the contractor and report to be submitted to Engineering Section.
- The contractor shall have to maintained cleanliness of the work area place to satisfaction of the engineers throughout the contract period on every day basis. The cleanliness of machine to be done in every 15days of month and same to be recorded in log sheet.
- Records of the material entry should be submitted in every 15days and consumption register to be maintained by the contractor.
- The supervisor/technicians of the contractor will work as contractor's representative for all matters concerned to this contract like
 1. The contractor/supervisor shall report to the competent authority as required to collect the list of jobs, making plan of the jobs to be carried out and operation report of VRF units.
 2. Receiving service / breakdown call within 8 hours.
 3. Planning for schedule of HVAC systems whenever the maintenance is required.



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4. The contractor/supervisor shall obtain work permits / written clearance from the competent authority before starting the maintenance work, whenever required.
5. Interaction with university engineers regarding routine matter w.r.t. spares, consumable, Tools & Tackle, materials etc.
6. Any other important action required by the University, if any.

Scope of the operation:

- To switch on/off the required machines as & when required.
- To check, monitor record & report critical operating parameters as per requirement.
- The contractor personnel shall carry out necessary repair/replacement/ refilling of refrigerant as and when required.
- The contractor's personnel shall be available in case of emergency requirement like meeting; VIP visit etc. contractor shall arrange the manpower to operate the system. No additional payment will be paid for emergency handling.
- In case of fault in any part of the AC plant, it should be informed to the Engineering section immediately along with the action plan for rectification of the plant.
- The operator should take clearance from the competent authority before carrying out any breakdown jobs.
- Contractor to provide psychrometers at each VRF plant unit for measurement of temperature and humidity whenever required.
- Entry of parameter in specified format.

Eligibility of Bidders:

- **The OEM and their authorized dealers having latest authorization certificates from the OEM will be considered eligible to participate. Further, the bidder should have his service center within the periphery of 100 kilometers of the University campus.**
- The bidders shall have satisfactorily **completed AS A SOLE FIRM (NOT as a sub-contractor) during the last 5(five) years** prior to the date of issue of this NIT at least one work of similar nature under the authority of State/Central Gov., State/Central Gov. Undertaking, Statutory/Autonomous



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Bodies constituted under the statute of the Central / State Government and having a magnitude more than 500 HP VRF plant capacity.

- Sub-vendor/ 3rd party agency shall not be allowed to execute the repair/servicing the AC units. Only OEM or authorized vendor from OEM will be considered.

Operation Manpower:

- Two operators (skilled) shall have Diploma / ITI (Mechanical/Refrigeration/Electrical) with minimum 2 years of experience in VRF air-conditioning system or shall have Madhyamik of equivalent (10th level) with minimum 5 years of experience in air-conditioning system (VRF).
- Every operator covers the duty as regular basis, whenever required / preferably holidays.

Quality parameters to be maintained:

- The contractor shall clearly ensure that the cooling of the machine must be cooled up to the set temperature i.e. approximately 24-25 degree centigrade or low as per the direction of competent authority.
- The contractor to maintain all the operating parameters of the compressors, VRF units and other accessories as per the design of the machines.
- Cleanliness (wet & dry service) of all indoor, outdoor units and room are sole responsibility of contractor.

Records to be maintained



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- All the stationeries like, required for maintaining operation log sheet, log register and maintenance history etc. of VRF and related equipment's shall be provided by the contractor as advised by competent authority of University. No extra payment shall be made on this account.
- Required operation report of HVAC units shall be generated on monthly basis and it is to be produced the University authority every month for verification.
- The service quality will be checked & verified in the specified format by the Engineering section of the University.
- All the statutory register as per labour law to be maintained.
- The format for per month checklists shall be decided by competent authority.
- Quarterly performance feedback from end user/beneficiaries files to be maintained.

PART – C: INSTRUCTIONS TO BIDDERS / TECHNICAL INFORMATION

Instructions / Guidelines for Electronic Submission of Tenders have been annexed for assisting the contractors to participate in e-tendering:

I. Registration of Bidder: - Any bidder willing to take part in the process of e-tender will have to be enrolled and registered with the Government e-procurement system through logging on to <https://wbtenders.gov.in>. The bidder is to click on the link for e-tendering site as given on the web portal.

II. Digital Signature Certificate:-Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service order.



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III. Collection of Tender Documents:-The bidder can search and download NIT and Tender Documents electronically from computer, once he logs into the website mentioned in Clause-I using the Digital Signature Certificate. This is the only mode for collection of tender documents.

IV. Pre-Bid details- The interested bidders are requested to attend the pre-bid meeting which shall be held at Haringhata Campus of our University on the above mentioned date. The interested bidders shall be allowed to inspect the existing VRF system of AC units. All bidders shall send their queries regarding the AMC and site plants by e-mail before two days of Pre-bid meeting date. (E-mail Id-manojit.jana@makautwb.ac.in)

V. Statutory Cover containing

NIT and Corrigendum, if any (Download the NIT and upload the same by digitally signed).

VI. Cover containing the following information and supporting documents:

1. Copy of the E-Tender uploaded in the NICL Website
2. Profile of the firm (A brief write up).
3. Contact details of the firm and / or its authorized person (office address, phone numbers, fax, emails, etc.)
4. Tender Fee Payment & Earnest Money Deposit details
5. PAN
6. GSTIN
7. P. Tax Registration number
8. Valid Trade License (for the financial year 2022-23/ 2023-24) of the firm.
9. Legal Occupancy of Principal place of Business/Factory/Warehouse/Additional Place of Business and Branch – as applicable:
 - a) Ownership: Current Tax Payment Receipt issued by Corporation / Municipality / Panchayat
 - b) Rental: Copy of Latest Rent Receipt and Valid Tenancy Agreement
 - c) Rent-Free Accommodation: “No Objection” Certificate given by the Landlord and Copy of Property Tax Receipt of the Landlord
10. Valid Partnership Deed (for Partnership firm) / Memorandum and Articles of Association (for Company)
11. Valid Supervisory License (As applicable)
12. Credentials The prospective bidders shall have satisfactorily completed **AS A SOLE FIRM (NOT as a sub-contractor) during the last 5(five) years** prior to the date of issue of this NIT at least one work of similar nature under the authority of State/Central Gov., State/Central Gov. Undertaking, Statutory/Autonomous Bodies constituted under the statute of the Central / State Government and having a magnitude more than **500 HP VRF** plant capacity.

PART –D : BOQ- Item Rate Quote

Subject – Annual Maintenance Contract of 216 HP VRF AC unit at (ACADEMIC RIGHT BLOCK/ ADMINISTRATIVE BLOCK) of Haringhata, MAKAUT, W.B					
Job Code - MAKAUT.WB/ENGG.ELEC/ 2023-24/ Major-03					
Sl. No	DESCRIPTION	UNIT	Quantity	RATE (Rs.)	AMMOUNT (Rs.)
1	Annual Maintenance Contract of	HP	216	3000.00/-	6,48,000.00/-



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216 HP VRF AC plants at (ACADEMIC RIGHT BLOCK/ ADMINISTRATIVE BLOCK) of Haringhata campus, MAKAUT, W.B (Make- Hitachi)				
Total Base Value (Rs.)		Rs. 6,48,000.00/-		
Add GST @18%		Rs.1,16,640.00/-		
Total Including GST		Rs.7,64,640.00/-		
Add Labour Welfare Cess (LWC @1%)		Rs.7,646.40/-		
Total Including LWC @1%		Rs.7,72,286.40/-		
Round Off ()		(-)0.40/-		
Grand Total (Including GST and LWC)		Rs.7,72,286.00/-		

Note: Bidders are requested to quote their rate in figure & Words both.

I Agree to execute the work at% (In words %) Above / Below/At par the Estimated Cost.

Note: - Value put to tender is Rs.6,48,000.00/-

This tender is explicitly for AMC of the plants as mentioned in the document. No payment shall be claimed by the bidders for ascertaining the status / setting right any defect of the plants prior to executing the agreement for AMC.

Signature of the Bidder/Contractor

PART – E: GENERAL TERMS & CONDITIONS

1. The bidder should be a registered firm and have an office in Kolkata and will provide essential registration numbers like PAN, GSTIN, Profession Tax etc.
2. The tendering process will be two-stage bidding: (a) Technical and (b) Financial through e-tendering.
3. Any firm presently having any legal dispute and or had legal dispute earlier with the University need not to submit the bid.



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4. A prospective bidder shall be allowed to participate in the particular job either in the capacity of individual or as a partner of a firm. If a bidder is found to have applied severally in a single job, all his applications will be rejected for that job, without assigning any reason thereof.
5. The successful tenderer should have to obey the Rules, Regulations, Labour Laws, etc. of the Labour Department, Government of West Bengal.
6. The contractors have to quote in figures as well as in words the rate **in percentage below / above or at par** of the total amount of the priced schedule of items with probable quantities.
7. Tenderers who will sign in the tender on behalf of a Company or Firm must produce an authentic document in respect of their competency along with the tender failing which their tenders will not be considered.
8. Bids shall remain valid for a period not less than 60 days (Sixty days) from the last date of submission of financial bid / sealed bid. If the bidder withdraws the bid during the period of bid validity the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.
9. If any contractor fails to start the work within 10 (Ten) days from issuing date of Work Order / Formal Tender the Work Order shall be cancelled and relevant clauses of the contract shall be deemed to have executed by the tendering authority. No litigation to this effect shall be entertained by the tender inviting authority; this is incorporated to deliver time bound public works.
10. No departmental materials will be issued to the contractor and materials, tools and plants are to be supplied by the contractor.
11. In case of Ascertain Authority at any stage of tender process or execution of work necessary registered irrevocable power of attorney is to be produced.
12. During scrutiny, if it comes to the notice of tender inviting authority that the credential or any other papers found incorrect / manufactured / fabricated, then that the tenderer will not be allowed to participate in the tender and that application will be rightly rejected without any prejudice with forfeiture of earnest money forthwith.
13. Before issuance of the work order, the tender inviting authority may verify the credential and other documents of the lowest tenderer if found necessary. After verification, if it is found that such documents submitted by the lowest tenderer is either manufacture or false in that case, work order will not be issued in favour of the tenderer under any circumstances.
14. All Agencies are requested to submit the following documents in support of their Credential (Non-statuary Documents)
 - a. Work order and working schedule.
 - b. Completion Certificate showing date of completion.
 - c. Payment certificate with the application in support of their credentials.
15. **The bid documents should contain the following items in the respective sequence as mentioned above.**
 - a. **Part-A: Copy of this tender floated at NICL Website.**
 - b. **Part-B: All related technical documents mentioned in point (v) under "Instruction to Bidders". In this part, the bidder should add a separate sheet containing the above-mentioned table filled up with necessary information.**
16. **All the documents should be authenticated with official stamp and signature / signatures thereon by the vendor.**
17. Submission of false document(s) / information by the vendor will result into cancellation of bid and the University may take strict action against that vendor.
18. All technical documents should be in scanned format only. No attachment should be repeated in the same bid.
19. All the documents should be officially stamped and signed by authorized representative / representatives of the bidding firm.
20. **The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice inviting Tender, the cost of visiting the site shall be at the Bidder's own expense.**
21. The intending Bidders have to clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the University. Tender Committee reserves the right to reject any application for purchasing Bid documents and to accept or reject any offer without



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- assigning any reason whatsoever and is not liable for any cost that might have incurred by any Bidder at the stage of Bidding.
22. Tender inviting authority reserves the right to cancel the N.I.T. without showing any reason due to unavoidable circumstances and no claim in this respect will be entertained.
 23. **Tender inviting authority reserves the right to issue corrigendum towards the estimated amount and eligibility of contractors in case of any revision. Three days in advance to the date of application under certain unavoidable circumstances.**
 24. **If the contractor or his workmen or servants or authorized representatives shall break, deface, injure, or destroy any part of building, in which they may be working, or any building, road, road — curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the premises, on which the work or any part of it is being executed, or if any damage shall happen to the work from any cause whatsoever or any imperfections become apparent in it at any time whether during its execution or within the service period, the contractor shall make the same good at his own expense, or in default, the Engineer may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the completion shall be final) from any sums, whether under this contract or otherwise, that may be then, or at any time thereafter before due to contractor by the Government or from his security deposit, or the proceeds of sale thereof, or of a sufficient portion thereof and if the cost, in the opinion of the Engineer (which opinion shall be final and conclusive against the contractor), of making such damage or imperfections goods shall exceed the amount of such security deposit and / or procedure prescribed by any law for the time being in force.**
 25. The quotation should be according to the BOQ / description only.
 26. **Tender Fee and EMD 2% of the estimated amount will have to be deposited through NICL Authorized Gateway.**
 27. Being the lowest bidder (L1) in term of quoted amount may not be the only condition to receive the order, other criteria like having PAN, GSTIN, location of office, etc. may also be considered during selection of the eligible vendor. Decision of the University in such case will be the final.
 28. Any dispute which may arise between the vendor and the University regarding this bidding should be referred to the Vice Chancellor of the University whose decision shall be final and irrevocable in this regard.
 29. **The entire activity to be carried out in consultation with and under the supervision of Authorized Representative(s) of the University. Written permit to work to be obtained from the Engineering Section of MAKAUT, WB and the said to be returned to the concerned person from the Engineering Section after successful completion of the routine checking or services.**
 30. Govt. levies will be as per existing Government Rules.
 31. **If any bidder is registered under GST Composite Scheme, the same is to be mentioned separately.**
 32. **'Price schedule' is given in the NIT but the NIT does not indicate what bidder is to quote. (It should mention that "Bidder has to quote percentage above/ below/ at par on value put tender")**
 33. For any supplementary items the rate will be fixed based on the current market rate and followed by the approval from the Competent Authority of the University.
 34. **The maintenance should be done with appropriate protection as the equipments or networks are installed at different height and different floors of different buildings. No additional cost or facility will be provided to the bidder for such maintenance.**
 35. For any query related to the bid submission, the vendor may contact the University by e-mailing to purchase.makaut@gmail.com
 36. **Rates quoted by the bidder shall be firm for the entire work of the contract. The rates quoted shall include cost of all tools and tackles, manpower cost including wages, applicable taxes, levies, etc., payable to the appropriate authority. No extra payment over and above the rate quoted shall be made to the contractor in this respect.**
 37. **The contractor should comply with the requirements of latest Labour Acts and Minimum Wages Act, 1948 and its latest amendment including taking necessary insurance cover for its staff, if required.**



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38. The contractor shall be solely responsible for all injury to the workmen and for all damages caused to the building and other properties that may occur due to negligence, carelessness, accidental or any other reasons whatsoever. If required, contractor may obtain necessary insurance cover for his employees. The contractor shall fully indemnify MAKAUT and hold MAKAUT harmless in respect of all and any such expenses arising from all such injury or damages to any persons(s) or property as aforesaid and also in respect of any claim made in respect of injury or damage under any act of compensation or damage consequent upon such claim.
39. The successful contractor is required to give an undertaking with the bill that he is making regular payments to his employees as per the Minimum Wages Act and complies with all other applicable laws.
40. **PRICE ADJUSTMENT/PRICE PREFERENCE**
- No Adjustment of Price or Price Escalation of any kind will be allowed. The bidder shall quote their rate accordingly considering that no escalation and/ or price-adjustment will be allowed by the department thereto under any circumstances.
 - No Mobilization Advance and secured advance will be allowed.
 - No Price preference will be allowed for the Work under this NIT.

Payment terms -

- The vendor should submit GST-compliant bill / invoice for GST bill / invoice. Copy of the order received by the vendor always should be attached to the bill / invoice.
- The AMC charges shall be paid to the contractor after the end of each quarter.** The contractor shall submit their bill along with service reports/ certificates duly signed by MAKAUT's representative indicating that the whole work is carried out satisfactorily.
- PAN, GSTIN and Bank details of the vendor are to be mentioned in the bill / invoice.
- Payment will be released on the basis of Certification and Approval by the Competent Authority of the University after successful completion of the job.
- The payment will be made only in favour of the vendor's name. Any exception in this regard will subject to the consideration of the University Authority only.
- During payment of every Bill, **Security Deposit @ 10% will be deducted** and the same amount shall be refunded after completion of one year.
- Statutory deductions (if any) during payment process will be made as per existing Government Rules.
- Constructional Labour Welfare Cess @ 1% of cost of construction will be deducted from every Bill of the successful contractor, Vat, Royalty and all other Statutory levy / Cess will have to be borne by the contractor and the rate in the schedule of rates inclusive of all the taxes and cell stated above.



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UNDERTAKING

I/We agree to abide by all the Terms and Conditions mentioned in the Tender documents and all the pages have been signed in token of acceptance of the same.

Signature of the Tenderer

Agency Name

.....

Address

.....

Contact No.

E-mail:



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PART – F: West Bengal Form No. 2911

Issued to (Bidder):

Postal Address with Contact No. & e-mail

Price – Free of Cost

West Bengal Form No. 2911

Applicable For Works of value up to Rs 25 (Twenty Five) Crore

Tender No. _____, Sl. No. _____ of _____ (Year)

**TENDER AND CONTRACT FOR WORKS
GENERAL RULES AND DIRECTIONS FOR GUIDANCE OF
BIDDERS/CONTRACTORS**

(B) Applicable for e-tenders of value above Rs. 1.0 Lakh

1. All works of tender value above Rs. 1.00 lakh proposed for execution through this contract document are to be notified and published in the form of notice inviting e-tender (e-NIT) in the designated official tender website of Government of West Bengal having URL <https://wbtenders.gov.in>, and uploaded simultaneously in the URL of concerned Department inviting Tenders. Thus the tender may be seen and downloaded by logging into the “e procurement” link provided therein, digitally signed by the concerned Tender Inviting Authority and its corresponding abridged notice also published on the same date in the print media.

2. This e-Notice Inviting Tender (e-NIT) will state the work to be carried out, the date for encrypting (submitting) and decrypting (opening) of e-tenders, the time allowed for carrying out the work; amount of earnest money to be deposited with the e-tender; procedure for submission of EMD, amount of security to be furnished by the successful bidder/contractor, security/ performance security to be deducted from running account bills, copies of specifications, Bill of Quantities, design and drawings and any other document required in connection with the work, digitally signed for the purpose of identification by the Tender Inviting Authority.

3. Intending contractors/bidders are required to download the e-tender documents directly from the website stated above. Tender is required to be submitted online by the intending bidders by authorized e-Tokens provided as DSC. This is the only mode of e submission of tender and document(s). All information posted in the website consisting of

e-NIT, WB Form No. 2911, Tender Bill of Quantities (BOQ), corrigenda notices and drawings etc., if any, shall form part of the Contract. Details of procedure of submission have been explained under “General Terms & Conditions” and Annexure attached with the notice of e-tender (e-NIT).

4. All the documents uploaded by the Tender Inviting Authority forms an integral part of the tender contract/agreement. Contractors/bidders are required to upload the entire set of tender documents along with other related documents as asked for in the e-tender through the above website(s) within the stipulated date and time as given in the e-NIT. Tenders are to be submitted in two folders at a time for each work, one being the ‘Technical Bid’ and the other ‘Financial Bid’. The contractor/ bidder shall carefully go through all the documents and prepare to upload the scanned documents in Portable Document Format (PDF) in the designated link in the web portal as their Technical Bid. He/she needs to fill up the rates of items/percentage in the BOQ downloaded for the work in the designated cell and upload the same again in the designated link in the portal as their Financial Bid. Documents uploaded are virus scanned and digitally signed using the Digital Signature Certificate (DSC). Contractors/bidders should especially take note of all the addenda and corrigenda related to the e-tender and upload all of these documents also as a part of their tender document.

5. Documents uploaded by the contractors/bidders with all information & rates comprising Technical and Financial bids cannot be changed after last/end date for submission of the e-tender.



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6. Deed of Consortium/Partnership Firm, and documents of their registration in the form of certified copy of 'Form No. VIII,' issued under the Indian Partnership Act, 1932 (Act-IX of 1932), GST, & PAN (Permanent Account Number) as per RBI guidelines/above Rs. 50,000/- may be compulsorily furnished for all contracts and all other statutory clearances defined in the e-NIT.

7. The tender evaluation and accepting authorities reserve the right to reject any or all of the tenders without assigning any reasons and he/she will not be bound to accept either the lowest tender or any of the tenders.

8. Withdrawal of e-Tender once the bid has been submitted online and after passing of end date for submission which has been accepted for further processing is not allowed.
EMD will be forfeited by the Government and the bidder/contractor penalized in terms of provisions in the notice of the tender.

9. Generally Bids will be valid for 120 days from the date of opening of the financial proposal. However, extension of bid validity may be suitably considered by the Tender Inviting Authority, if required, subject to obtaining a written confirmation of the contractor/bidder(s) to that effect.



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PART – G: Draft Agreement Format:

**ARTICLES OF AGREEMENT
(ON NON-JUDICIAL STAMP PAPER OF RS.100.00)**

ARTICLES OF AGREEMENT made this.....day of, Two Thousand Twenty Three between MAKAUT, WB having its office at Maulana Abul Kalam Azad University of Technology, West Bengal, Haringhata and any other places (hereinafter referred to as “the OWNER”) which expression shall include its successor or successors and assigns) of the ONE PART through the authorized officer.

AND

M/s. _____ having its registered office at _____

_____ (thereinafter referred to as the 'CONTRACTOR') of the OTHER PART.

AND WHEREAS the Owner is desirous for the work of **Annual Maintenance Contract of 216 HP VRF AC plants at (ACADEMIC RIGHT BLOCK/ ADMINISTRATIVE BLOCK) of Haringhata campus, MAKAUT, W.B, Nadia, WB.** and for the purpose issued Letter of Intent Vide No

_____ Dated _____ CONTRACTOR
M/S. _____ (hereinafter called “works”)

AND WHEREAS the Owner in order to effectively carry out the said **Annual Maintenance Contract of 216 HP VRF AC unit at (ACADEMIC RIGHT BLOCK/ ADMINISTRATIVE BLOCK) of Haringhata Campus, MAKAUT, W.B, Nadia, WB.** engaged work to be executed to assist MAKAUT, WB. in relevant technical matters.

AND WHEREAS, The Contractor has deposited “ EMD Money” Bond for RS. _____ (Rupees _____ Only) _____ dated _____ on _____. After due completion of the work in all respect the EMD Money will be returned to the Contractor.

AND WHEREAS the drawings inclusive of the specifications, priced schedule of quantities, conditions of contract and special conditions (hereinafter collectively referred to as the said condition) have been signed by the parties hereto and the contractor has agreed to execute the works upon and subject to the said conditions.

NOW IT IS HEREBY AGREED AS FOLLOWS:

SCOPE OF AGREEMENT:

The contract shall be in force for the period from _____ to _____ and shall cover all those items as specified in the Annexure to this agreement. That the prices as specified in this Agreement shall not be subject to any escalation. Taxes as applicable alone would be reimbursed as shown in the invoice.



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SCOPE OF WORK:

- The contractor shall provide operators as specified in the scope of work and shall furnish their proof of experiences and qualification to university before deployment.
- If necessary, the contractor/supervisor along with required manpower shall be deployed to work on off days / holidays including odd hour, for which no additional payment shall be made.
- The contractor and his supervisor shall work in close co-ordination with the university engineers / competent authority and carry out the work as per instruction.
- The contractor shall maintain spares/consumable in ready stock all the times.
- The contractor shall observe all labor laws as applicable and shall be held responsible for any untoward incidents and character of the personnel engaged as their workman.
- All the faulty parts replaced by the contractor shall be disposed of & necessary gate pass will be provided by competent authority on request of contractor for the material replaced by the contractor at his cost.
- It will be contractor's responsibility to keep the university's machine / materials in good working conditions throughout the contract period.
- Contractor to provide all necessary arrangement of transportation for movement of material and their man power for operation & maintenance at site.
- Contractor shall submit the list of spares and consumable used/maintained by him on monthly basis.
- Job completion shall be considered only after joint inspection of HVAC systems by contractor and university engineers, and then only the payment would be considered for the job.
- During the contract period, if any one of AC plant system is not required for one month or more on continuous basis then no payment will be made for maintenance of that AC system on prior information.
- Replacement of pre filter, fine filter and chemical media filter in fresh air unit shall be done by operating staff. New pre filter, fine filter and chemical media filter are not be supplied by the University.
- The contractor will maintain the records of all breakdowns. The supervisor will communicate the defects to competent section (Engineering Section) without any delay.
- In case, loss of refrigerant, the same shall be filled up by the contractor at his own cost, no extra payment will be made on this account.
- The contractor shall arrange to provide authorized service engineers/ technicians of OEM or their authorized dealer as and when required for smooth, safe and troubleshooting. No extra payment shall be made on this account.
- Repairing of all related valve/accessories with AC system will be within the



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scope of the contractor. No extra payment shall be given on this account.

- Supply/repair/replacement of sensors, flow/pressure switch and gauges (pressure & temperature) are under the scope of contractor. No extra payment will be done by the University.
- Contractor shall maintain refrigerant gas as ready stock for the VRF units to minimize the Ac unit downtime in case of leakage at his own cost.
- Repair of condenser coil is in the scope of contractor and replacement of complete condenser coil in case not repairable is under the scope of University. The decision of non-repairable status shall be decided by University Engineers.
- The dedicated HVAC MCC power panel's maintenance including supply of spares is in the scope of contractor. Day to day maintenance of the electrical panels, breakdown maintenance and annual capital maintenance are to be carried out by the contractor and report to be submitted to Engineering Section.
- The contractor shall have to maintained cleanliness of the work area place to satisfaction of the engineers throughout the contract period on every day basis. The cleanliness of machine to be done in every 15days of month and same to be recorded in log sheet.
- Records of the material entry should be submitted in every 15days and consumption register to be maintained by the contractor.
- The supervisor/technicians of the contractor will work as contractor's representative for all matters concerned to this contract like
 7. The contractor/supervisor shall report to the competent authority as required to collect the list of jobs, making plan of the jobs to be carried out and operation report of VRF units.
 8. Receiving service / breakdown call within 8 hours.
 9. Planning for schedule of HVAC systems whenever the maintenance is required.
 10. The contractor/supervisor shall obtain work permits / written clearance from the competent authority before starting the maintenance work, whenever required.
 11. Interaction with university engineers regarding routine matter w.r.t. spares, consumable, Tools & Tackle, materials etc.
 12. Any other important action required by the University, if any.

PENALTY FOR LACK OF SERVICE SUPPORT:

Prior to maintain uninterrupted Air-conditioning service, any breakdown in VRF AC unit to the building or any particular portion of the building should be attended by the respective employee of the selected bidder within **eight hour** after call / Call log by concern department of the University and the fault should be resolved as early as possible.

Failure due to some non-considerable reason may cause penalty (per day contract cost till rectification) to the contractor depending upon the matter. University authority's decision will be considered as the final decision.



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PAYMENT TERMS:

- The vendor should submit GST-compliant bill / invoice for GST bill / invoice. Copy of the order received by the vendor always should be attached to the bill / invoice.
- Monthly service report should be attached along with the bill / invoice.
- PAN, GSTIN and Bank details of the vendor are to be mentioned in the bill / invoice.
- The AMC charges shall be paid to the contractor after the end of each month.** The contractor shall submit their bill along with service reports/ certificates duly signed by MAKAUT's representative indicating that the whole work is carried out satisfactorily.
- Payment will be released on the basis of Certification and Approval by the Competent Authority of the University after successful completion of the job.
- The payment will be made only in favour of the vendor's name. Any exception in this regard will subject to the consideration of the University Authority only.
- During payment of every Bill, **Security Deposit @ 10% will be deducted** and the same amount shall be refunded after successful completion of one year of service.
- Statutory deductions (if any) during payment process will be made as per existing Government Rules.
- Constructional Labour Welfare Cess @ 1% of cost of construction will be deducted from every Bill of the successful contractor, Vat, Royalty and all other Statutory levy / Cess will have to be borne by the contractor and the rate in the schedule of rates inclusive of all the taxes and cell stated above.

OBLIGATIONS:

The University shall pay Annual Maintenance Charges as mentioned in this agreement for the specified services in the Annexure. The maintenance charges are payable at the end of each month after reviewing the performance of the vendor.

The University shall provide place for the on duty staff / technicians.

ENHANCEMENT / UPGRADATION:

The University shall have the right to make changes or attachments to the equipment's provided such changes or attachments do not prevent proper maintenance from being performed.

The actual quantity of equipment covered under the AMC may be increased or decreased by mutual written consent of both parties provided always that such consent is not unreasonably withheld. In the event that the quantity is increased the vendor is entitled for AMC charges on Pro-rata basis.

CONTRACT VALIDITY AND TERMINATION OF AGREEMENT:

This contract will be valid for the period from _____ to _____ with a provision to extend the same for a further period of one year or part thereof on the same rates, terms and conditions on mutual consent.

Either party may terminate the agreement prior to expiry of contract period by giving three months written notice.

Without prejudice to any other provision contained within these Terms and Conditions or of any Agreement the Company may terminate the Agreement by 90 days' notice in writing.

TRAVEL EXPENSES:

No travel expenses shall be borne by the University in respect of travel undertaken by the vendor towards fulfilment of obligations under the Contract.

Others:

- The Owner will pay to the Contractor the sum of Rs. _____ (Rupees _____) (hereinafter called the contract sum) or such other sum as shall become payable hereunder at the times and in the



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manner specified in the said payment conditions / terms. However, the actual sum will be paid on the actual value of work done in conformity to tender conditions and Bill of Quantities, irrespective of the contract sum.

1. The said contract comprises the **Annual Maintenance Contract of 216 HP VRF AC plants at (ACADEMIC RIGHT BLOCK/ ADMINISTRATIVE BLOCK) of Haringhata Campus, MAKAUT, W.B, Nadia, WB.** by the contractor as per LOI & Work Order issued by the Owner vide _____ dated _____ respectively as above mentioned, and all associated works connected therewith within the same site as may be ordered to be done from time to time by the said Owner even though said works may not shown on the drawings or described in the said specifications or the priced schedule of quantities.
2. The said conditions shall be read and be treated as forming part of this agreement and the parties hereto will respectively be bound thereby and to abide by and submit themselves to the conditions and stipulations and perform the same on their parts to be respectively observed and preferred.
3. Any dispute arising under this agreement shall be referred to the arbitration to a sole arbitrator appointed with consent of the Owner and the contractor as indicated in the Article of the general conditions. The award of the arbitrator shall be final and binding on both parties.
4. The following document shall also form a part of the Agreement :-

a) Contract Document consisting of N.I.T, Instruction to the Tenderers, Form of Tender, Articles of Agreement, General Conditions of Contract, Technical Specification and Schedule of Quantities for subjected work and other allied works.

b) LOI No. _____ dated _____.

c) Work Order No. _____ dated _____.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first here in above written.

WITNESS

EXECUTANTS

1. Name :

1. OWNER

Signature:

Address :

(Name _____)

Official Seal

2. Name :

2. CONTRACTOR

Signature:

Address :

(Name _____)

Official Seal



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FORM -I
PRE-QUALIFICATION APPLICATION

To
The Registrar,
MAKAUT
Haringhata, Nadia
Ref:-Tender for

(Name of
work) _____



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Dear Sir,

Having examined the Statutory, Non statutory & N.I.e.T. documents, I /we hereby submit all the necessary information and relevant documents for evaluation. The application is made by me/us on behalf of _____ in the capacity _____ the order.

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of firms for Application and for completion of the contract documents is attached herewith.

We are interested in bidding for the work(s) given in Enclosure to this letter.

We understand that:

- a. Tender Inviting & Accepting Authority/Engineer-in-Charge can amend the scope & value of the contract bid under this project.
- b. Tender Inviting & Accepting Authority/Engineer-in-Charge reserves the right to reject any application without assigning any reason.

Enclose: e-Filling:-

- 1. Statutory Documents
- 2. Non Statutory Documents

Date: -.....

.....
.....

Signature of applicant including title and capacity in which application is made

AFFIDAVIT – “Y”

(To be furnished in Non – Judicial Stamp paper of appropriate value duly notarized)

- 1. I, the under-signed do certify that all the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, the application may be rejected and no Objection/claim will be raised by the under-signed.
- 2. The undersigned also hereby certifies that neither our firm M/S _____



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- _____ nor any of constituent partner had been Debarred to participate in tender by the University during the last 5 (five) years prior to the date of this N.I.e.T.
3. The under-signed would authorize and request any Bank, person, Firm or Corporation to furnish pertinent Information as deemed necessary and/or as requested by the Department to verify this statement.
 4. The undersigned understands that further qualifying information may be requested and agrees to furnish any Such information at the request of The Department.
 5. Certified that I have applied in the tender in the capacity of individual/ as a partner of a firm & I have not Applied severally for the same job.

Signed by an authorized officer of the firm

Title of the officer
Name of the Firm with Seal

Date_____