



Gujarat National Law University

GUJARAT NATIONAL LAW UNIVERSITY
(Established Under Gujarat Act No.: 09 of 2003)

NIT Notice No.: PC-17/2026

Notice Inviting Tender
For
Comprehensive Annual Maintenance
Contract (AMC) and Periodic Servicing of
Hot Water Geysers at
Gujarat National Law University, Gandhinagar



Gujarat National Law University

Gujarat National Law University
Attalika Avenue, Knowledge Corridor,
Koba, Koba (Sub P.O.), Gandhinagar - 382426 (Gujarat), INDIA.
Phone No. : +91-79- 23276611/23276612

Email: contact@gnlu.ac.in

Visit us: <http://www.gnlu.ac.in>

Notice Inviting Tender Notice No: PC - 17/2026

Notification:

Gujarat National Law University (GNLU) Gandhinagar is inviting tenders invites sealed tenders for Comprehensive Annual Maintenance Contract (AMC) And Periodic Servicing of Hot Water Geysers at Gujarat National Law University, Gandhinagar. You are requested to quote your best offer along with the complete details of specifications, terms & conditions.

Tender should be submitted duly sealed and superscribed with tender number and addressed to: Registrar, Gujarat National Law University, Gandhinagar. The sealed bids should reach the Institute, latest by 16:00 hrs by **19 November 2026**. The Technical Bid will be opened on 20 November 2026. The technically qualified bidders will be informed through email or telephone regarding the date and time of opening of the Financial Bid. The financial bid will be opened only for those bidders who qualify in the technical evaluation.

Any addendum / corrigendum to this notification shall be published on university website only. Please visit the website (www.gnlu.ac.in) carefully before submission of bids.

Important Note for the Bidder: The sealed bid envelop should be subscribed at the top of envelope as “Comprehensive Annual Maintenance Contract (AMC) And Periodic Servicing of Hot Water Geysers at Gujarat National Law University, Gandhinagar”. The tender document should be sent to:

To,
The Registrar
Gujarat National Law University,
Attalika Avenue, Knowledge Corridor, Koba,
Koba (Sub P. O.), Gandhinagar-382426, Gujarat, INDIA

CRITICAL SCHEDULED DATES:

EOI Float Date, document submission Start Date	29/ 09/2026
EOI Document floated on	www.gnlu.ac.in under Tender Tab
EOI Document submission End Date	19/11/2026

For any queries kindly contact us via email only at procurement@gnlu.ac.in.

Comprehensive Annual Maintenance Contract (AMC) and Periodic Servicing of Hot Water Geysers at Gujarat National Law University, Gandhinagar

General Conditions

The tender should be submitted in two parts i.e., Technical Bid and Financial Bid. The Technical Bid and the Financial Bid should be sealed by the bidder in two separate covers as under: -

- a) "Technical Bid" for Comprehensive Annual Maintenance Contract (AMC) And Periodic Servicing of Hot Water Geysers at Gujarat National Law University, Gandhinagar
- b) "Financial Bid" for Comprehensive Annual Maintenance Contract (AMC) And Periodic Servicing of Hot Water Geysers at Gujarat National Law University, Gandhinagar
- c) Both sealed envelopes should be placed in a main/bigger envelope super-scribed as "Tender for Comprehensive Annual Maintenance Contract (AMC) And Periodic Servicing of Hot Water Geysers at Gujarat National Law University, Gandhinagar".

1. Documents comprising Technical Bid.

- i. Annexure II (Technical Bid) duly filled as per format given.
- ii. Annexure III (certificate) duly signed by the tenderer.
- iii. Each page of tender document duly signed & stamped.
- iv. Demand Draft of tender cost of **Rs. 1,180/- Including GST** (non-refundable) & Earnest Money Deposit (EMD) for **Rs 10,000.00/-**.
- v. Copy of PAN card.
- vi. Name and designation of technical reps who will deal with the project.
- vii. Copy of GST Registration Certificate.
- viii. Copy of Power of Attorney, if applicable.
- ix. Furnish information about similar works.

Eligibility Criteria

- x. Bidder should have minimum 3 years' experience in repair and maintenance services related to Hot Water Geysers. (**attach self-attested copy**)
- xi. The Agency/Bidder shall have a registered office situated in Gandhinagar or Ahmedabad, Gujarat, as on the date of submission of the bid. **Documentary proof of the registered office shall be submitted along with the bid.**

- xii. Bidder should have executed 2 similar works in educational institutions, commercial buildings, hostels, hospitals, offices etc. **(attach work order self-attested copy)**
 - xiii. Average annual turnover during last 3 financial years shall not be less than 30% of estimated cost. **(attach self-attested copy)**
 - xiv. Bidder should possess valid GST, PAN, and Company Registration Certificate. (attach self-attested copy)
2. Documents comprising the financial bid. Financial Bid be given as per the format at Annexure-IV. Rates must be quoted as per format specified, failing which tender shall be summarily rejected.

3. Instructions to Tenderer

- a. All relevant information asked for in the tender shall be provided in the given formats.
- b. Tender duly completed shall be submitted at Gujarat National law University, Gandhinagar in a sealed envelope on or before the time indicated.
- c. Technical and Commercial bids are to be submitted in separate envelopes superscribed as Technical Bid or Commercial Bid as the case may be.
- d. Tenderers are required to furnish information about similar works handled, staff held and infrastructure etc in technical bid.
- e. Tender document to be accompanied by EMD for **Rs 10,000/-** in the form of Demand Draft in favor of Gujarat National law University, Gandhinagar payable at Ahmedabad to be attached with the application.
- f. Financial bid to include BOQs with price schedule duly filled, signed and stamped on each page.
- g. Tenderer to check that all amounts filled in BOQ are arithmetically correct.
- h. All section wise total amounts shall be written in words also. Cutting/overwriting shall not be accepted.
- i. Completion time will be 90 days from the issue of work order/Agreement. The bidder shall submit a detailed work schedule/bar chart within 7 days from the date of issue of work order indicating the activity-wise completion timeline.
- j. **All bidders should visit site prior to giving quotes to get acquainted with the site conditions.** No demand shall later be entertained due to site conditions. Time of visit is 2nd November to 05th November 2026 **(11:00 AM to 04:00 PM).**

Section A

1. Scope of the services

The maintenance involved shall be as per the packages specified. The scope of Annual Comprehensive Maintenance (AMC) Service covers upkeep and smooth working of the equipment (Hot Water Geysers) within the premises of GNLU as per laid down SLA and any other provisions contained in the contract. The AMC services shall consist/ inclusive of the following:

- 1.1 Preventive Maintenance Service (PMS)
- 1.2 Comprehensive Maintenance Services
- 1.3 Break Down Services/Repair (BDS)

1.1 Preventive Maintenance Service (PMS)

AMC service provider shall carry out preventive maintenance Services (PMS) on monthly basis and shall plan, as per schedule of quantities, such that maintenance is carried out at users/consignee location for equipment's covered in the AMC. PMS will be done once in every month during currency of the contract. A separate logbook should be maintained to record the preventive maintenance carried out for equipment. The AMC service provider must submit the preventive maintenance report along with satisfactory service report from the user to designated authority / nodal officer of buyer for record and SLA compliance.

The preventive maintenance (overhauling) shall cover the details given below:-

- Water cleaning of entire body.
- Periodic change of filters, membrane/UV tube and activated carbon etc. as consumables.
- Checking/ tightening of all the screws/ fasteners.
- Checking/ tightening of all the water supply/waste water pipe lines.
- Checking all the electric parts and wiring and repair of such parts.
- Checking the condition of pump/motor and if required, refurbishing /replacing defective unit/parts.
- Checking and tightening of electrical contact points and parts and if required, replacement of the defective parts.
- Checking pressure performance of pump/motor unit and if it is found unsatisfactory, the same has to be resolved by repairing/replacing of unit/parts.

- The Mounting Structure/Skid of Hot Water Geysers shall be repaired /replaced if need arise in contract period. (Supports, main frame & other frame members in Hot Water Geysers which needs repairing/replacement due to rusting)
- Any other requirement as per the specific scope of service provided by the buyer.
- Apart from the overhauling, timely routine services are also to be carried out which shall cover the following works.
- Dust cleaning of entire unit by water/air blower and cloth.
- Checking/ tightening of all the screws/ fasteners.
- Checking and tightening of electrical contact points and parts and if required, replacement of the defective parts.
- Any other requirement as per the specific scope of service provided by the buyer

1.2 Comprehensive Maintenance Services

The scope of comprehensive maintenance covers upkeep and smooth working of the equipment/system within the premises of the GNLU as per laid down SLA, Package and other provisions covered in the contract. Service provider should carry out the comprehensive maintenance once in a year (preferably within first quarter of award of contract) through trained, experienced and competent service engineer and as per benchmarked maintenance practices/OEM manuals. Continuous efforts should be made by service provider to minimize the down time of the water purifier as a part of the duties of the service provider agency. The service provider shall ensure the equipment's/systems covered under the contract are maintained at optimum operating levels.

1.3 Break down Services/Repair (BDS)

It shall be the responsibility of the service provider to ensure that as soon as a break down occurs immediately service engineers are deputed for carrying out the repairs and make the equipment's/systems, covered under contract, in working conditions at no extra cost. Service provider should have adequate stock of required parts and spares which may need to be replaced. Service provider is expected to ensure that up time as prescribed in the SLA is maintained.

2. Annual Comprehensive Maintenance Contract Package

PACKAGE (For Hot Water Geysers): Water purifier and conditioning system maintenance involving basic servicing, filters, membranes, all electrical parts including pump and compressor. Dust cleaning of entire unit by water/air blower and cloth.

- Water cleaning of entire body.
- Periodic change of filters, membrane/UV tube and activated carbon etc. as consumables.
- Checking/ tightening of all the screws/ fasteners.
- Checking/ tightening of all the water supply/waste water pipe lines.
- Checking all the electrical parts and wiring and repair of such parts.
- Checking the condition of pump/motor and if required, refurbishing /replacing defective unit/parts.
- Checking and tightening of electrical contact points and parts and if required, replacement of the defective parts.
- Checking pressure performance of pump/motor unit and if it is found unsatisfactory, the same has to be resolved by repairing/replacing of unit/parts.
- Any other requirement as per the specific scope of service provided by the buyer.

3. Buyer Obligations

3.1 Buyer should provide the details such as model numbers of equipment's/ system etc. for information to the prospective service provider at the time of bidding. The details shall include all the WATER PURIFICATION AND CONDITIONING SYSTEMS including its integral/essential part and accessories of the System to be covered under the scope of the contract while bidding for the services. Further on entering the contract may provide spare parts list, cat part ID etc. as available with them to the service provider for effective service rendering. Service provider shall also have knowledge regarding spare parts and part list numbers etc. for the equipment's for which they are offering the services.

3.2 Buyer shall nominate a Nodal officer/engineer in-charge from its organization to coordinate with Service Provider to facilitate proper co-ordination.

3.3 Buyer Department shall ensure that the Service Provider or its authorized personnel gets the required access to location/areas/rooms for providing the services as per contract.

3.4 Buyer should also indicate details of any previous break downs and repairs made on the equipment at start of the AMC services to the successful service provider.

3.5 Price Variation Clause:

"Variation in rate of spares and consumables affects the service contract cost. No price variation during contract period is allowed during contract period. The contract cost will be unchanged up to the duration of service contract".

4. Service Provider Obligations

4.1 Service provider should maintain register indicating details of equipment/ Equipment's being maintained and details of rooms/place where they are placed. In case any equipment shifted during tenure of the contract with in same location the change details are also to be kept on record/registers Such shifting within the same location shall be done under supervision of the AMC service provider and buyer department should ensure that information is given to service provider and they are also associated. However cost of such shifting shall not be responsibility of service provider.

4.2 Service Provider should depute trained and technically competent service engineer/ engineers at user premises to ensure proper upkeep of equipment and quick resolution of fault during the AMC period.

4.3 Service provider should have facility to enable GNLU to register complaints through call center or through website or email. In case of several equipment's involved service provider can also consider maintaining a help desk in premises of consignee Proper record of the complaints should be maintained by the AMC call center/office/Support Engineer /help desk at each consignee location / user premises.

4.4 Service Provider should ensure availability of suitable instruments / tools for their service engineer to examine and repair the equipment. Any cleaning solution or chemical required also to be made available to service engineer.

4.5 Service Provider is required to maintain the log sheet which will include number of services provided during the contract period with dates and part of the equipment got repaired or replaced, with its proper model number and necessary details.

4.6 The Service Provider must fulfil the requirement of number of maintenance services.

4.7 Service provider shall maintain the confidentiality of any information related to the equipment's under AMC. Service provider will be required to take appropriate actions in respect of personnel engaged to ensure the obligations of non-use and non-disclosure of confidential information.

4.8 Service provider shall ensure strict compliance of scope of services as per package offered by them and specified in the order.

4.9 Replacement of filters, membranes and other parts shall be under responsibility of service provider as specified in relevant package. The replacements are to be effected as per requirements specified in OEM Manual.

5. Special Terms and Conditions

5.1 Service provider shall have experience in repair and maintenance services.

5.2 Water purifier is to be checked for ensuring output water TDS level within permissible limits as per specification the equipment during monthly preventive maintenance visits.

5.3 The comprehensive maintenance includes preventive maintenance on monthly basis and regular services of the various equipment and/or replacement of any items necessary for keeping the purifier in active working condition and free from any defects/disturbance and on any unscheduled call for corrective and maintenance services.

5.4 The user Departments shall provide details of Equipment Quantity, Location, Invoice Date/ vintage, Brief Problems of Machine (if any), to enable the service provider to prepare the maintenance work.

5.5 Service Provider, as per need and requirement of the contract fulfilment, shall ensure appropriate deployment of the manpower.

5.6 Repair should be conducted as per standard accepted guidelines for the water purifier repair and as per OEM manual. The parts/components/sub-assemblies used for repair/replacement by the service provider will be of same make and functional capability as originally available in the PURIFIER. All types of spares, consumables and accessories shall be available with the service provider for equipment's covered under the contract. An undertaking is required to be submitted to this effect at start of AMC services.

5.7 The new parts when to be fitted is to be verified before fitting to equipment's. The removed part is to be handed over to user department .In case service provider notice any part is missing same to be brought to notice of buyer department or otherwise responsibility shall be of service provider Service provider shall ensure that only original parts of same make/brand are used for replacement

5.8 Escalation matrix and name of persons coordinating AMC jobs to be submitted to buyer after AMC is awarded. Service provider shall make sure that equipment's under AMC are in working conditions in users' premises. The service provider shall provide service support as and when required during the AMC period without any extra cost.

5.9 Immediately on award of the service contract, the service provider would give a report regarding taking over of the water purifier. It shall be the responsibility of the service provider to make the water purifier work satisfactorily throughout the contract period, also to hand over the water purifier to the department in working condition on expiry of the contract. In case any damage in the same is found, penalty would be applied at the time of payment and the amount as per the defined penalty would be deducted.

- If the complaint is not attended to within the date and time specified as above, University may impose a penalty maximum of Rs. 2,000.00/- for each failure.
- Either party can terminate the contract by giving one month's advance notice in writing.

5.10 All the consumable articles / parts such as material required for cleaning repairs and maintenance will be provided by the service provider at no extra charge to the buyer. The spares and accessories shall be of standard quality. The spares and accessories shall be compatible with purifier and according to specification provided by the manufacturer and with best quality

5.11 In case of delay in attending to problems, breakdown of systems due to improper handling by service provider personnel etc. suitable penalties for violation of service level agreements shall be levied as indicated in the Penalty Clauses.

5.12 The comprehensive maintenance/ annual maintenance shall be carried out primarily at the premises as specified in the service order, during office hours. In case, the Service Provider feels that the equipment cannot be repaired at site, they should carry and deliver the equipment back at their own cost and risk to get it repaired promptly. While taking out the equipment Gate pass to be obtained from the Buyer/nodal officer.

5.13 After carrying out repair when required certificate regarding equipment working should be obtained from concerned user department representative.

5.14 In case the Service Provider fails in adhering to the maintenance requirements, and Buyer made alternative arrangements for the servicing/maintenance, then Service Provider would reimburse the cost of such arrangements.

5.15 A preventive periodic maintenance report shall be submitted by the service provider to the buyer organization nodal officer.

5.16 Service provider to give guarantee for the replaced part as per OEM warranty or at least 6 months if not covered in OEM warranty .Service provider is to ensure that only original part of same model/brand are used for replacement .In case of replacement of parts are not covered as per the package applicable service provider shall ensure that rates charged are not more than OEM rates.

5.17 Response Time Ordinarily a complaint must be attended within 24 hours when no change of spare part is involved, however, in case of requirement of change of spare part, the complaint should be resolved within 72 hours of lodging. In case the system is not repaired, or an alternative system not supplied within the period of 72 hours from the time of failure reported, then the buyer may choose to get the same repaired by or replaced from any other agency and the cost and expenditure incurred therein shall be recoverable from the service provider.

5.18 System Uptime: Service provider shall ensure that equipment is maintained and in case of any reported fault shall be repaired without any delay. The total uptime of the equipment should be 95% of the period covered in the AMC.

5.19 AMC Service provider shall be responsible for ensuring that the resources employed for carrying out the servicing and repair shall conduct themselves appropriately in the premises of the buyer department. In case of any misconduct penalties as indicated in the SLA shall be levied and service provider shall be required to terminate the resource with immediate effect.

5.20 The service provider shall provide proper identification cards for the resources and uniform etc. so that the only authorized service persons are attending to the servicing and repair work. The details of resources who shall be used for carrying out work should be informed in advance to maximum extent possible.

5.21 In case resources employed by service provider resort to any theft the cost of the article shall be recoverable from the service provider in addition to any other criminal action against the resource.

5.22 The resources used by service provider to carry out maintenance shall be on rolls of service provider and shall have no claim whatsoever for any benefits from the buyer department. Service provider shall be responsible for complying with any applicable minimum wages and other statutory compliances.

6. Payment Terms

6.1 The payment will be made to AMC Service provider on quarterly basis (if the services are satisfactory) on submission of bill by the service provider on completion of each quarter after deducting penalty amount, if any.

6.2 Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC rates during the entire.

7. Breach of Contract and Termination

The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons by either party:

7.1 Mutual consent:

The contract may be terminated based on mutual consent in case the services are no longer required by the Buyer by providing reasonable notice period as per the term of the contract or minimum of 30 days. Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.

7.2 Breach of contractual obligations:

Any incidents considered as the breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so. The Service Provider shall have the right to terminate the contract without any liability to the Buyer if the Buyer fails to make payments to the Service Provider as per the payment scheduled agreed in the Contract.

8. Breach of SLAs:

The Service Provider shall be responsible for faithful compliance of the terms and conditions of this agreement. In case of noncompliance of Service obligations, penalty per default will be imposed as per SLA. Non delivery of service in time, not starting work in time, violation of existing laws and statutory requirements, committing fraud etc. will be considered as a major default and the contract will be cancelled immediately without giving any further notice

If work has not been carried out satisfactorily in any of the areas, apart from the making proportionate deduction for the amount of work not carried out by the contractor an adequate penalty will be imposed where the work has not been carried out satisfactorily.

Section B

Annexure – 1

Geysers list: - 114

SR.NO	Geysers list	quantity
1	Girls hostel (25 LTR)	24
2	BOYS HOSTEL common washrooms (25 LTR)	16
3	BOYS HOSTEL attach washrooms (6 LTR)	11
4	TR Residency (25 LTR)	4
5	VIP Residency (6 nos)	48
6	Staff residency (25 LTR)	4
7	Staff residency (10 LTR)	7
	TOTAL	114

9. Earnest Money Deposit (EMD).

The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of **Rs 10,000/-** by the way of demand drafts only. The demand draft shall be drawn in favor of "Gujarat National Law University, Gandhinagar". The demand draft for EMD must be enclosed in the envelope containing the Technical Bid. The EMD of the successful bidder shall be returned after the successful submission of Bank Guarantee/Security Deposit and for unsuccessful bidder(s) it would be returned after award of the contract. Bid(s) received without demand draft of EMD will be rejected. Following aspects to be noted by the bidder:-

- i. Request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the respect of any previous work will not be entertained.
- ii. Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with stipulation made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
- iii. The tender without EMD will be summarily rejected. The firms who are registered with National Small Industries Corporation (NSIC), Small-Scale Industries (SSI) are exempted to submit the EMD (Copy of registration must be provided along with the technical bid).
- iv. The EMD, in case of unsuccessful bidders shall be retained at GNLU, Gandhinagar till the finalization of the tender. No interest will be payable by the GNLU, Gandhinagar.

10. Site Visit

Qualified/ responsible representative shall visit the site to take site instruction/decision from the Registrar/designated representative. Please refer para **3(j)** in this regard.

11. Rates: Rate should be quoted in Indian Rupees (INR) on Door Delivery Basis at GNLU, Gandhinagar inclusive of all charges. If there is a difference between the rates in figures and words, lower of the two rates shall be taken as valid and correct rate.

12. The sealed quotations/tender, super scribed with the name of the work, reference number and due date for tender opening, should be submitted in person or by post. However, the Institute shall not be responsible for delay or loss of tenders in transit or any postal delay.

13. Opening of Tender

The tenderer is at liberty either himself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of tender (on behalf of the tenderer) should bring with him an Authority Letter from the tenderer and proof of identification. Tenders received late at GNLU, Gandhinagar, will be ignored. Further, GNLU, Gandhinagar does not accept any liability and responsibility for the tenders that are not properly sealed and marked and/or sent late.

Evaluation of Bids

Technical Bid shall be evaluated first.

Financial Bid of only technically qualified bidders shall be opened.

Technical qualification shall be based on:

- Eligibility criteria
- Similar work experience
- Financial capability
- Statutory registrations

Contract shall normally be awarded to L1 responsive bidder.

14. Tender Inviting Officer reserves the right to accept or reject any or all bids without assigning any reason thereof and also does not bind himself to accept the lowest tender.

15. Delayed/ late/ conditional bids/tenders shall not be accepted.

16. Warranty / Guarantee.

Bidder must provide two (02) year or more comprehensive on- site warranty and it will start from the date of takeover of project in good working conditions, against the defects of any, workmanship and poor quality of the components. No offer of the bidder will be accepted without warranty/ guarantee of their supplied/ installed goods. During warranty period, all defective materials/components shall be replaced free of cost including labour, transportation and testing charges.

17. Contract Period: The Annual Maintenance Contract (AMC) shall be valid for a period of one (01) year and may be extended, subject to satisfactory performance, on the same terms and conditions. The contract may be further extended based on mutual agreement between the parties, subject to a maximum overall period of three (03) years.

18. Validity of the Bids.

The quoted rates must be valid for a period of 180 days from the date of closing of the tender. The overall offer for the assignment and quoted price shall remain unchanged

during the period of validity. If the validity quoted is shorter than the required period, the same will be treated as unresponsive and it may be rejected.

- 19.** In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the EMD shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

20. Signing of Contract.

The successful bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a non-judicial stamp paper of Rs. 300/- (Rs. Three Hundred only) within fifteen days of the issue of the Letter of notification of award along with PBG. In the event of failure on the part of the successful bidder to sign the Contract within the period stipulated above, the EMD shall be forfeited and the acceptance of bid shall be considered as cancelled.

21. Force Majeure.

In the event of any delay or failure in performance of obligations due to causes beyond the reasonable control of the Contractor or the Employer, including but not limited to natural calamities, war, strikes, epidemics, or government restrictions, such obligations shall be suspended for the duration of the Force Majeure event.

- 22.** Bidder shall submit a copy of the tender document and addendum/ corrigendum thereof, if any, with each page of the document signed and stamped to confirm the acceptance of the entire terms and conditions as mentioned in the tender enquiry document.

23. Breach of Terms and Conditions.

In case of breach of any terms and conditions as mentioned in tender, the Competent Authority, will have the right to reject the bid at any stage without assigning any reason thereof and nothing will be payable by GNLU, Gandhinagar. In that event, the EMD shall also stands forfeited.

24. Legal Jurisdiction.

The agreement shall be deemed to have been concluded in Gandhinagar, Gujarat and all obligations hereunder shall be deemed to be located at Gandhinagar, Gujarat and Court within Gandhinagar, will have Jurisdiction to the exclusion of other courts.

25. Arbitration.

All the disputes of any kind in connection with contract shall be referred to the College Administration for settlement. For legal remedies, jurisdiction of District Courts Gandhinagar shall apply.

26. Applicable Law.

The contract shall be governed by laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

27. Removal of Material/ Installations.

GNLU, Gandhinagar, during the progress of work holds power to order in writing, removal from the work site, any material/installations which in their opinion are not as per specifications or instructions, and for carrying out rectification/rework within specified time and contractor shall carry out such removals/rework as per specification at his own cost. The owner/engineer can get such rectifications/rework done from other agencies at the cost of contractor, if the same are not carried out by them in the stipulated and agreed period.

28. Compliance with Labour Laws:

The Contractor shall comply with all applicable labour laws, rules, regulations, and statutory requirements in force in Gandhinagar District, Gujarat. The Contractor shall ensure full compliance with all applicable provisions relating to labour welfare, wages, Provident Fund (PF), Employees' State Insurance (ESI), medical/health insurance, and other statutory benefits and obligations applicable to its personnel. The Contractor shall be solely responsible for timely payment and compliance with all such statutory dues and requirements throughout the contract period. No child Labour shall be employed by the contractor. However, contractor shall not be absolved from the responsibility of maintaining site insurance in toto.

29. Compensation for Delay (LD Clause).

If the Contractor fails to complete the works and clear the site on or before the date(s) fixed for completion, he shall, without prejudice to any other right or remedy of Board on account of such breach, be liable to pay one per cent per week subject to maximum of 10 % of the contract value.

30. Security Deposit (PBG).

Every intending bidder who wish to participate in the bidding process shall submit his bid in the manner prescribed with requisite earnest money & tender fee as prescribed in

the contract documents/ tender documents. The tender fee (if applicable & mentioned in the bidding document) shall be non-returnable. Further the earnest money of the unsuccessful bidders shall be returned after or before award of the contract to successful bidders as decided by the Project Consultant. Further, **5% Performance Security deposit** shall be payable by the successful bidder within two weeks from the date of signing of the agreement. The earnest money deposited with the contract shall be retained by the Board (of successful bidder only) and shall form part of performance security deposit for which the successful bidder shall be required to submit the difference in amount or Bank Guarantee for the entire security amount as prescribed under the contract. The performance security deposit shall be released after successful completion of defect liability period as applicable under the contract. In the event of any defects observed during defect liability period, the Project Consultant shall give notice to the contractor to rectify the defects in a reasonable period. In the event of the contractor failing to remove the defects within prescribed period the Project Consultant may get the defects rectified by any agency of his own choice at the risk and cost of the contractor. All compensation or other sums of money payable by the Contractor to the Govt./ Board under the terms of this Contract or under any other contract with Govt./ Board may be deducted from, the Security Deposit or from any sums which may be due or may become due to the Contractor by the Govt./ Board on any account whatsoever and in the event of his Performance Security Deposit being reduced by reason of any such deduction, the contractor shall within 10 days thereafter make good, any sum or sums which may have been deducted from or realised by encashing Security Deposit or any part thereof or by encashing bank guarantee as applicable and directed by the Project Consultant.

31. Option Clause

The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract.

32. Repeat Order Clause

The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining

the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

SPECIAL CONDITIONS OF CONTRACT

33. Co-ordination with Other Agencies.

While the work under any schedule is in progress, the work under the other schedule will also progress simultaneously. Also, other agencies like civil agency, sanitary contractors will work simultaneously during the progress of work covered under any schedule of other contractors. The contractor shall not only carry out work in co-ordination with other agencies but also give them all assistance. If and as required without any extra charges.

34. Discrepancy between Specifications.

In case of discrepancy in the specifications or any other aspect the matter, shall be brought by the contractor to the notice of the Registrar, GNLU, Gandhinagar for further decision.

35. Procurement of Material.

The contractor shall be responsible for the procurement of all the material required to complete the work.

36. Contractor to Employ Qualified Supervisor.

The contractor shall employ skilled supervisor "to supervise and execute the work.

37. Inconvenience to the Institute.

The contractor shall not deposit or store any material any site without permission of the Registrar / designated representative. GNLU, Gandhinagar is an educational institute and material will be stored in such a way that there is no obstruction to the movement of students / general traffic within the institute.

38. Prevention of Accidents and Safety Measures.

- a. The contractor will take all necessary precautions against a fire during the course of his work & will ensure the work against fire at his cost.
- b. He will also take all care against likely damage of floor, walls, doors, windows or any part of the building. In case of any damage or loss, the contractor has to make good at his own cost.
- c. Workmen /site shall be insured and work fence shall be under the umbrella of EIC site.

39. Specifications.

In the absence of specifications for any work or material, relevant Indian Standard Specifications shall be applicable.

40. Cleaning the Site.

The site described and shown onsite, shall be cleared off the rubbish of all kinds etc. after completion of the work and the site shall be handed over in clean and neat condition.

41. Supply of Tools Tackles and Other Materials.

For full completion of the work, contractor shall at his own expense arrange & furnish all necessary work tools, tackles, scaffolding, tagaries, mugs, scrappers, wire brushes etc. that may be required to complete the work under contract.

42. Inspection of Work. Registrar/ Consultant GNLU Gandhinagar / Designated Representative shall have access and right to inspect the work, or any part thereof at all times and places during the progress of the work. The inspection and supervision is for the purpose of assuring owner that the plans and specification are being properly executed and while owner and / or engineer and their representative will extend to contractor all desired assistance in interpreting the plans and specifications, all such assistance shall not relieve contractor from any responsibility for the work. Contractor, without delay, shall correct any work, which proves faulty. Successful completion means entire satisfaction of AC consultant / Registrar GNLU Gandhinagar.

43. Security. The contractor shall follow security rules of Institute. The contractor should issue the identity cards to their workers. Contractor may please note that the security section is empowered to carry out the checks.

44. Damage to Adjoining Property. Contractor shall take all precautionary measures to avoid any damage to the adjoining property. All necessary arrangements shall be made at his own cost. In case it happens, contractor is liable to repair the damaged property at his own cost and no claim in this regard will be entertained.

45. The contractor shall take instructions from the Registrar, GNLU, Gandhinagar regarding collection and stacking of materials at any place. No excavated earth or building rubbish shall be stacked on areas where other buildings, roads, services and compound walls are under construction. Before start of work drawings etc are to be got approved from the Registrar/Consultant of GNLU.

46. Normally contractors shall not be allowed to work at night. Work at night shall, however, be allowed if the site conditions / circumstances so demand. However, if the work is carried out in more than one shift or at night, no claim on this account shall be entertained.

47. Terms of payment.

- a. The work will be inspected by Registrar/ Consultant daily basis.
- b. No advance payment.
- c. Payment via e-transfer against GST invoices, subject to satisfactory certification.
- d. No escalation in rates during contract.
- e. No part & running bill will be paid. Payment will be made only on completion of work and final submission of bill.

Note: The contractor shall take into account all the costs involved in compliance of all the special conditions and as stated above while quoting his rates in his tender for this work.

48. INDEMNITY AND HOLD HARMLESS

The Contractor shall indemnify, defend and keep indemnified Gujarat National Law University (GNLU), its officers, employees, representatives and authorised personnel from and against all claims, demands, proceedings, losses, damages, penalties, liabilities, costs and expenses, including reasonable legal expenses, arising out of or in connection with (i) any breach of the terms and conditions of the Tender/Contract by the Contractor; (ii) negligence, misconduct or wilful default of the Contractor or its employees, agents or representatives; (iii) injury, death or damage to any person or property arising out of the Contractor's activities; (iv) violation of any applicable law, rule, regulation or statutory requirement; or (v) any claim raised by the Contractor's employees, workers, agents or subcontractors against GNLU. The obligations under this clause shall survive expiry or termination of the Contract.

49. NO EMPLOYER-EMPLOYEE RELATIONSHIP

The Contractor shall be solely responsible for its employees, workers, technicians, agents and representatives engaged for performance of the Contract. Nothing contained in the Tender or Contract shall be construed as creating any employer-employee, principal-agent, partnership or joint-venture relationship between GNLU and the Contractor or any person engaged by the Contractor. The Contractor shall be solely responsible for wages, salaries, statutory dues, provident fund, ESI, insurance, compensation and all other obligations relating to its personnel, as applicable under law. No such person shall have any right or claim against GNLU on account of their engagement by the Contractor.

50. STATUTORY COMPLIANCE

The Contractor shall, at its own cost and responsibility, comply with all applicable Central and State laws, rules, regulations, notifications and statutory requirements relating to labour, employment, safety, taxation, GST, EPF, ESI, minimum wages, compensation, occupational safety and other applicable requirements. Any violation or non-compliance shall constitute a material breach of the Contract and GNLU shall be entitled to recover any resulting loss, penalty, liability or expense from the Contractor.

51. RIGHT TO WITHHOLD / RECOVER AMOUNTS

GNLU shall have the right to withhold or deduct from any amount payable to the Contractor any amount which is due or recoverable from the Contractor under the Tender/Contract, including penalties, damages, costs of rectification, loss caused to GNLU, statutory liabilities and other recoverable dues. Such deduction shall be without prejudice to any other contractual or legal remedy available to GNLU.

52. SERVICE LEVELS AND PENALTY

The Contractor shall strictly comply with the response time, preventive maintenance schedule, breakdown response time and other service requirements prescribed by GNLU. In the event of delay, non-performance, defective performance or failure to attend complaints within the prescribed time, GNLU shall be entitled to impose appropriate service-level penalties and/or make proportionate deductions from the Contractor's bills, in addition to requiring rectification of the deficiency. Repeated failure or persistent unsatisfactory performance shall constitute a material breach and may result in termination of the Contract and forfeiture of the Security Deposit/Performance Bank Guarantee, without prejudice to GNLU's other remedies.

53. RIGHT TO RECTIFY THROUGH THIRD PARTY

If the Contractor fails to rectify any defect, breakdown or deficiency within the period specified by GNLU, GNLU may, without being obliged to provide any further opportunity, arrange for such work to be carried out through another agency or by itself. All reasonable costs incurred by GNLU in doing so shall be recoverable from the Contractor and may be deducted from any amount payable to the Contractor or from the Security Deposit/Performance Bank Guarantee, without prejudice to other remedies.

54. TERMINATION FOR CONVENIENCE

Notwithstanding anything contained elsewhere in the Tender/Contract, GNLU shall have the right to terminate the Contract, in whole or in part, by giving written notice to

the Contractor if, in the opinion of GNLU, continuation of the services is no longer required or is not in the institutional interest of GNLU. Upon such termination, the Contractor shall be entitled only to payment for services satisfactorily performed and accepted by GNLU up to the effective date of termination. The Contractor shall not be entitled to claim loss of profit, anticipated profit, compensation for unexpired period or any other consequential compensation on account of such termination.

55. NO RIGHT TO CONTINUATION OR RENEWAL

The award of the Contract shall not confer upon the Contractor any vested right to renewal, extension or continuation of the Contract beyond the stipulated contractual period. Any extension or renewal shall be entirely at the discretion of GNLU and shall be subject to GNLU's requirements, satisfactory performance and applicable rules and approvals.

56. NO SUB-CONTRACTING OR ASSIGNMENT

The Contractor shall not assign, transfer, sub-contract or otherwise delegate the whole or any substantial part of its contractual obligations to any third party without the prior written approval of GNLU. Any unauthorised assignment or sub-contracting shall constitute a material breach and GNLU shall have the right to terminate the Contract and take such other action as may be available under the Contract or law.

57. CONFIDENTIALITY AND PROTECTION OF INFORMATION

The Contractor and its personnel shall maintain strict confidentiality in respect of all information, documents, records, data, access credentials, security arrangements and other information relating to GNLU obtained during the course of the Contract. The Contractor shall not disclose, copy, reproduce, use or communicate such information to any third party except to the extent necessary for performance of the Contract or as required by law. This obligation shall continue even after expiry or termination of the Contract.

58. ACCESS, SECURITY AND BACKGROUND VERIFICATION

GNLU shall have the right to regulate and restrict the entry of the Contractor's personnel into its premises. The Contractor shall provide details and identification documents of all personnel deployed at GNLU and shall comply with all security instructions issued by GNLU. GNLU may, at its discretion and for reasons relating to security, discipline or institutional interest, require removal or replacement of any person deployed by the

Contractor. The Contractor shall comply with such direction promptly and without any additional cost to GNLU.

59. INSURANCE AND RISK

The Contractor shall, wherever applicable, maintain adequate insurance coverage for its personnel, equipment, property and third-party liabilities arising from performance of the Contract. Any loss, damage, injury or liability arising from the Contractor's acts, omissions or negligence shall be borne by the Contractor, and GNLU shall not be responsible for the same except to the extent expressly imposed upon GNLU by law.

60. NO WAIVER

Failure or delay by GNLU in exercising any right, power or remedy under the Tender/Contract shall not constitute a waiver of such right, power or remedy. Any waiver by GNLU shall be effective only if made expressly in writing by the competent authority.

61. PREVAILING DOCUMENT / ORDER OF PRECEDENCE

In the event of any inconsistency between the Tender document, specifications, work order, correspondence and the Contract Agreement, the interpretation adopted by GNLU shall prevail, subject to applicable law and the express terms of the Contract Agreement. Any amendment, modification or deviation from the Tender/Contract shall be valid only if made in writing and approved by the competent authority of GNLU.

62. AUDIT AND RECORDS

The Contractor shall maintain proper records, registers, service reports, invoices, attendance records and other documents relating to performance of the Contract and shall produce the same for inspection or verification by GNLU whenever required. GNLU shall have the right to verify such records for the purpose of assessing contractual compliance and payments.

63. SURVIVAL OF OBLIGATIONS

Clauses relating to indemnity, confidentiality, statutory liabilities, payment/recovery of dues, damages, dispute resolution, audit, intellectual property (if applicable), and any other obligation which by its nature is intended to survive, shall remain enforceable notwithstanding expiry or termination of the Contract.

64. CUMULATIVE REMEDIES

The rights and remedies available to GNLU under the Tender/Contract shall be cumulative and shall be in addition to, and not in substitution of, any rights or remedies available to GNLU under applicable law.

65. CONTRACTOR'S ACKNOWLEDGEMENT

By submitting its bid, the bidder acknowledges that it has carefully examined the Tender documents, specifications, site conditions and all applicable requirements and has satisfied itself regarding the nature and extent of the obligations to be undertaken. No claim for additional payment, compensation or alteration of the quoted rates shall ordinarily be entertained on the ground of failure to understand the Tender requirements or site conditions.

66. PRE-AWARD / POST-AWARD VERIFICATION

GNLU reserves the right to verify the authenticity of any document, certificate, experience certificate, financial information, registration or declaration submitted by the bidder at any stage before or after award of the Contract. If any information or document is found to be false, misleading, forged or materially incorrect, GNLU shall be entitled to reject the bid, cancel the award, forfeit the EMD/Security Deposit/Performance Bank Guarantee, terminate the Contract and recover any loss suffered by GNLU, without prejudice to any civil or criminal action available under law.

ANNEXURE-I
Technical Specification

ANNEXURE- II
Technical Bid

(In Separate sealed cover-I super scribed "Technical Bid")

Sealed copy of the document along with other documents and details to be given.

Technical Bid should indicate the following information along with the self-attested photocopies of the supporting documents:

1.	Name & Address of the Company and attach the Profile of the company.	
2.	Proof of incorporation/inception of the Agency/company (attach self-attested copy)	
3.	State clearly whether it is sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organization	
4.	GST Regn. No. , if any (attach self-attested copy)	
5.	Registration Certificate	
6.	PAN No (attach self-attested copy)	
7.	Details of the Earnest Money Deposit (EMD) (Yes/No) DD No: Dated: Drawn on Bank: Amount: (Rupees ...)	
8.	Client list with respective work scope of similar nature within last two years. (attach self-attested copy)	
9.	Any other relevant documents (attach self-attested copy)	
10.	Minimum 2 Work order copies and successful work completion certificates of organization where the bidder has maintained Hot Water Geysers at a time for last 3 years. (attach self-attested copy)	

11.	The bidder should have financial turnover at least Rs. 10.0 lakh each for any two years during last 03 years.	
12.	EPF/ Account Number (Attach Proof)	
13.	ESI/ Account Number (Attach Proof)	
14.	Relevant ISO Certificate, if any	
15.	List of document (GST, PAN, Aadhar card, Registration Certificate) (copy must be enclosed)	
16.	Name of the Authorized Signatory	
17.	Contact No. and Email ID	
18.	Bank account details including Name of the Bank, Branch Address, Account No., IFSC Code and other details	
19.	Whether each page of NIT and its annexure have been signed and stamped	
20.	Acceptance of Terms and Conditions (Yes or No)	

*write NA in front of whichever is not applicable

I have read the terms and conditions and fully agree to comply.

Name and Signature

Seal of the Firm

ANNEXURE- III
UNDERTAKINGS/DECLARATION
(To be given on Company Letter Head)

To,

.....

.....

Sub: Undertaking/declaration & Acceptance of Terms & Conditions of Tender.

Name of Tender/Work:-

.....

.....

Dear Sir,

1. I/have obtained the tender document(s) for the above mentioned 'Tender/Work' from your..... as per notice.
2. I hereby certify that I have read the entire terms & conditions of the tender documents which form the part of the contract agreement and I shall abide hereby by the terms & conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your office shall also been taken into consideration.
4. I hereby unconditionally accept the tender conditions of the above mentioned tender documents(s).
5. I hereby declare that our firm has not been blacklisted/debarred by any Govt. Department/Public sector undertaking.
6. I hereby declare that the contract, if selected, is liable to be terminated if services is not found to be satisfactory at any point of time of contract.
7. I certify that all information furnished by me/our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, your office/organization shall reject the bid or terminate the contract without giving any reason/notice therefore.

Yours Faithfully,

(Signature of Bidder)

Name of bidder

ANNEXURE- IV
Financial/Commercial Bid

Note: - (Bidder must submit Financial Bid in separate envelope and clearly mention Financial Bid in Bold letters in the top of the envelope and strictly as per the format given above only)

Sr no	Item	Qty	Rate inclusive of GST	Amount (in Rs)
1	Hot Water Geysers	114		
	Grand Total (Inclusive GST)			

(Rs in Words.)

- 1) L1 will be decided on cost competitive basis (incl Cost of material, installation, testing, commissioning and labor).
- 2) We have gone through the terms & conditions as stipulated in the tender enquiry document and confirm to accept and abide the same.
- 3) No other charges would be payable by the Institute.

You are requested to quote your best offer along with the complete details of specification, terms & conditions.

Place of Work: Gujarat National Law University,
Attalika Avenue, Knowledge Corridor, Koba,
Koba (Sub P. O.), Gandhinagar-382426, Gujarat, INDIA

To,

Registrar,

Gujarat National Law University

Attalika Avenue, Knowledge Corridor,

Koba,Koba (Sub P. O.), Gandhinagar-382426, Gujarat, INDIA

ANNEXURE- V

The following self-certified essential documents (as applicable) to be submitted accompanied with the details of the Bidder:

1. GST/ CST / VAT / TIN No.
2. Trade License, Factory License.
3. Memorandum and Article of Association, Certificate of Incorporation, Partnership Deed, Registration Certificate issued by the Registrar of Firms etc. if applicable
4. Registration Certificates with DGS&D/NCCF if applicable
5. Valid SSI/NSIC Certificate (If Registered)
6. Current dealership Agreement /Registration Certificate from the Principal.
7. Bank Details.
8. Relevant ISO/ISI certificate.
9. The bidder should be a registered firm / Company.
10. The Bidder should have a valid PAN and should attach a copy of the same.
11. The Bidder should submit an undertaking that he/she or his/her firm has not been blacklisted by any Govt. Department / Organization as on date of submission of the Bid.
12. The Agency shall provide the name and contact details of the person during their deployment of the works.
13. Need to attach the previous work/purchase orders and satisfactory reports related to categorized work stated. Bidder should have executed 2 similar works in educational institutions, commercial buildings, hostels, hospitals, offices etc. (attach work order self-attested copy)
14. Bidder should have minimum 3 years' experience in repair and maintenance services related to Hot Water Geysers. (attach self-attested copy)
15. The Agency/Bidder shall have a registered office situated in Gandhinagar or Ahmedabad, Gujarat, as on the date of submission of the bid. Documentary proof of the registered office shall be submitted along with the bid.
16. Average annual turnover during last 3 financial years shall not be less than 30% of estimated cost. (attach self-attested copy). Last three financial years: FY 2023-24, 2024-25 and 2025-26 documents, certified by a Chartered Accountant with a valid UDIN number.