

MAHARASHTRA NATIONAL LAW UNIVERSITY, NAGPUR

TENDER NOTICE

MNLUN/ADMIN/AC INSTALLATION/2023/03

INVITING TENDER FOR INSTALLATION OF SPLIT AIR CONDITIONER

Maharashtra National Law University, Nagpur, invites sealed tender from eligible, reputed companies/firms for **Installation of Split Air Conditioner**. You are requested to quote your best offer along with the complete details of specifications, terms & conditions.

Document may be downloaded from University website from September 7, 2023. The prescribed Document fee and Earnest Money Deposit (EMD), as mentioned in the Short Tender document, shall be sent with your offer through Demand Draft (DD) drawn in favor of **“The Registrar, Maharashtra National Law University, Nagpur”**, payable at Nagpur. The envelope containing the documents as above should clearly mention sender’s name address, telephone number and e-mail address, along with website if any, and **Installation of Split Air Conditioner**. Any amendments in the Short Tender will be available on the above mentioned website. Duly filled-in documents must be submitted to the Office of **the Registrar, Maharashtra National Law University, Nagpur** Waranga, PO: Dongargaon (Butibori), Nagpur 441108 Maharashtra, India by Speed Post/RPAD or by-hand, on or before **September 21, 2023 up to 05:00 pm**.

Issue date	September 07, 2023
Last date of submission	September 21, 2023
Earnest Money Deposit (EMD)	Rs.30000/-
Tender Fees	Rs. 590 (Including GST)

SI No	Particulars	Annexure
1	Bid Forwarding Letter	I
2	Self-Declaration About Non-Black-Listing	II
3	Technical Bid	III
4	Price Bid	IV

Technical Bid

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 **“Technical Bid for Installation of Split Air Conditioner”** and **“Financial Bid for Installation of Split Air Conditioner”**. Both sealed envelopes should be kept in a main/bigger envelope super-scribed as **“Tender for Installation of Split Air Conditioner”**.

Financial Bid - Rate must be quoted as per format specified, failing which tender shall be summarily rejected.

A). Terms & Conditions:

Sealed Envelope

Tenderer /Bidders shall submit the following documents along with their tender

- a) Scan copy of Establishment License with proper renewal date of local Govt. Authority
- b) Scan copy of Proprietary certificate/Partnership Firm Agreement/Company Memorandum
- c) Scan copy of PAN Card
- d) Scan copy of GST Registration Certificate
- e) Scan copy GST paid latest challan
- g) Should have direct support centers at Nagpur. In case of support through service partners details of customers supported by the service partners to be attached.
- h) The bidder should submit past work order/Purchase of the similar type of requirements with work completion certificate from any public / private organization.
- k) Technical specification should be mentioned.

Terms and Conditions

1. The Tender received after this deadline & unsealed shall not be entertained under any circumstances whatsoever. In case of postal delay, the University will not be responsible. The offer Submitted Fax/Email shall not be considered and no correspondence will be entertained in this matter.
2. If any fault/defect occurs in the equipment during the warranty period, it will be done/ replaced by the Supplier at his own risk and cost.
3. Signed each page of tender document
4. **Tender Fee:** Tender fee will be not refundable amount of **Rs.590/- (Rupees Five Hundred Ninety only)** by way of demand drafts only. The demand draft shall be drawn in favour of **“The Registrar, Maharashtra National Law University, Nagpur”**. The tender without tender fee will be summarily rejected.
5. The demand draft for earnest money deposit 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 awardof the contract. Bid(S) received without demand draft of EMD will be rejected.
 - a) 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.
 - b) The tender without earnest money deposit will be summarily rejected. The firm who are registered with National Small Industries Corporation (NSIC)/OR small scale industries (SSI) are exempted to submit the EMD (Copy of registration must be provide along with technical bid)
 - c) The EMD, in case of unsuccessful bidders shall be retained by the University till the finalization of the tender. No interest will be payable by the University on the EMD.
6. **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 on the opening of the tender on behalf of the tender should bring with him a letterof authority from the tenderer and proof of identification. The late received tenders by the University will

be ignored. Further, the University does not accept any liability and responsibility for the tenders in case the same are not properly sealed and marked and/or sent as above.

7. **Warranty / Guarantee:** Bidder must provide one (01) year comprehensive on-site warranty and it will be started from the date of the satisfactory installation / commissioning of goods, against the defect of any manufacturing, workmanship and poor quality of the components. No offer of the bidder will be accepted without warranty/ guarantee of their supplied/ installed goods.
8. Do not change this document. Any change/s made in the document by the bidder will lead to disqualification. Bidders are required to sign and submit all the pages of this document and all other required supporting documents.
9. The bids will be evaluated as per specifications laid down for each item proposed for purchase. The bids which will not conform to prescribed specifications and terms and conditions of tender, will not be accepted.
10. **Bidder has to visit the site and before submission of Tender.**
11. Any Government / Government agency / Banks / Financial Institutions in India should not blacklist the Bidder during the last 5 years. Self-declaration to that effect should be submitted along with the technical bid.
12. One-year on-site warranty and call on technical support required.
13. Income Tax/GST will be deducted at source as per Government Rule. The tender therefore should include the amount with GST.
14. No transportation and carriage charges will be paid for delivery / installation of the equipment.
15. If any of the facilities provided by the vendor is not found acceptable to the University, the University has the complete right to reject the facilities without giving any compensation.
16. Work Completion will be checked and verified by University Technical Person.
17. Tender must be in the enclosed prescribed Proforma on the letterhead of the firm duly signed by the Proprietor/ Partner/ Director or their authorized representative, in case of signing of the Tender by the authorized representative letter of authorization must be attached with the tender. The tender should be submitted at following address:

**The Registrar,
MAHARASHTRA NATIONAL LAW UNIVERSITY, NAGPUR,
Waranga, PO: Dongargaon (Butibori),
Nagpur-441108, Maharashtra, India.
Tel: 0712-2812605, +91 7410094602**

18. Rates must be quoted in Indian rupees and as per the format specified taxes extra if any must be written separately.
19. Please confirm that the total amount mentioned in the Commercial details. Rates must be quoted FOR basis (including Freight charges, Insurance, installation etc.)
20. GST or any other taxes as per Govt. norms shall be applicable from time to time.
21. Incomplete and conditional tender (s) will not be accepted. Price bid must be signed by your authorized representative bearing Company Stamp. Bidder's signature is Mandatory.
22. In the event of receiving more than one Financial Bid quoting the same amount, the final selection of successful bidder shall be made in the following manner: -
 - i) The one with the highest Average turnover during the last 3 years (2020-21, 2021-22, 2022-23);
 - ii) If more than one bid having the same Average turnover, then the earliest one registered with body of law;
 - iii) If more than one bidder had been registered on the same day, then by "draw of Lots".
23. No overwriting or cutting is permitted in the rate. If found, the tender shall be summarily rejected.

24. **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 bidder(S) quoted price shall remain unchanged during the period of validity. If the bidder quoted validity shorter than the required period, the same will be treated as unresponsive and it may be rejected. In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit 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.
25. **Performance security Deposit:** The successful tenderer will be required to furnish a Performance Security Deposit equal to **5%** of the contract value after receiving work order in the form of Fixed Deposit Receipt or Bank Guaranty from any Nationalized bank duly pledged in the name of the “**Maharashtra National Law University, Nagpur**” Which shall be kept valid for a period of 60 days beyond completion of all the contractual obligations.
26. The Income Tax/ Any other Taxes as applicable shall be deducted from the bill unless exempted by the Income-tax department.
27. **Award of Contract:** After the evaluation of the bid(s) University will award the contract to the lowest evaluated responsive tenderer on composite basis. Conditional bid will be treated as unresponsive and will be rejected.
28. **Delivery and Installation:** All the work shall be completed within 30 days from the date of issue of work order by the institute. All the aspects of safe installation including civil and electrical shall be the exclusive responsibility of the contractor. If the contractor fails to complete the work on or before the stipulated date, then a penalty at the rate of 0.5% per week of the total order value shall be levied subject to maximum of 10% of the total order value.
29. **Subletting of Work:** The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of University, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.
30. **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 University in that event the EMD shall also stand forfeited.
31. **Legal Jurisdiction:** The agreement shall be deemed to have been concluded in Nagpur and all obligations hereunder shall be deemed to be located at Nagpur, Maharashtra and Court within Nagpur, Maharashtra will have Jurisdiction to the exclusion of other courts.
32. **Arbitration:** The Arbitration shall be held in accordance with the provision of the arbitration and conciliations Act, 1996 and the venue of arbitration shall be at Nagpur. The decision of the Arbitrator shall be final and binding on the both parties.
33. **Care in Case of Occupied Buildings:** Tenderer may also note that when the subject work is to be carried out in the premises of University Staff Quarters which are already under occupation, all care shall be taken to protect personal and / or Government materials fixtures, appliances, equipment's etc. In case of any damage to any of the existing arrangements, contractor is liable to do such work to its original and / of shall be liable to pay the cost of such damages / losses. The work shall be carried in close co-ordination with occupants of these buildings without any hindrance and interruption.
34. **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.
35. **Inspection of Work:** Engineer or any person appointed by Vice-Chancellor 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 and 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.

36. **Security:** The contractor shall follow security rules of University. 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.
37. **Damage to adjoining property:** Contractor shall take all precautionary measures to avoid any damage to property. All necessary arrangement shall be made at his own cost. In case it's happen contractor may repair the damage property at his own cost and no claim in this regard will be entertained.
38. 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. In such situations the contractor shall make available to the department proper means of transport such as vehicle at his own cost.

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.

39. Becoming L1 will not be the criteria for awarding of purchase order unless the rates are reasonable & justified.
40. RTGS/NEFT details need to be furnished by the supplier with the tender on the letter head of the supplier/firm/agency.
41. The firm/agency may satisfy the following conditions and attach a self-attested copy of the same with the tender: - Firm shall be registered with the Government of Maharashtra / Central Government. - The firm shall have valid GSTIN and IT PAN.
42. The University is National importance engaged in Education and Research the Bidders/Vendors shall give /offer a special educational discounts on quoted rates.
43. The University reserves the right to increase or decrease the quantity. The decision of Quantity of material in the University will be final in this regard.
44. The Vendor/Bidder shall furnish information of the Client list.
45. **Payment Terms:** Payment will be only after satisfactorily delivery / commissioning of material and after inspection by the University. The vendor will be required to submit the bills in triplicate along with the delivery memo.
46. The University reserves the right to reject any tender or part or the whole of the inviting tender process without assigning any reason. The decision of the University will be final in this regard.

B). Special Terms & Conditions:

Bidder/Vendor must quote the product as per specification provided in Annexure IV.



REGISTRAR

Encl.: Annexure IV (Format of Price Bid)

ANNEXURE-I

BID FORWARDING LETTER

(To be uploaded on letterhead of the bidder as per this format only)

Date:

To

The Registrar,

Maharashtra National Law University, Nagpur,

Waranga, PO: Dongargaon (Butibori),

Nagpur-441108, Maharashtra, India

Sub: **Installation of Split Air Conditioner Against MNLUN/ADMIN/AC
INSTALLATION/2023/03**

Sir,

I/ We hereby confirm and declare that I/We have carefully studied the tender documents therein and undertake myself/ ourselves to abide by the terms and conditions laid down in the tender document.

I/We also keep the offer open for 90 days from the date of opening of bid.

Yours faithfully,

(Name & signature with stamp of the bidder)

ANNEXURE-II

SELF-DECLARATION ABOUT NON-BLACK-LISTING

(To be uploaded on letterhead of the bidder as per this format only)

Date:

To

The Registrar,

Maharashtra National Law University, Nagpur,
Waranga, PO: Dongargaon (Butibori),
Nagpur-441108, Maharashtra, India

Sub: **Installation of Split Air Conditioner Against MNLUN/ADMIN/AC
INSTALLATION/2023/03**

Sir,

In response to tender under reference, I/ We hereby declare that presently our firm is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Central/ State Govt. Department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations.

We further declare that presently our firm is also not blacklisted/ debarred and not declared ineligible for any reason other than corrupt & fraudulent practices by any Central/State Govt. Department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations in past three years from the last date of submission of bid.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our performance security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Yours faithfully.

(Name & signature with stamp of the bidder)

ANNEXURE -III

Technical Bid

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

SI No	Description	Page no	Submitted	Remark
1.	Name and Address of the Tenderer/Bidder		Yes / No	
2.	Complete Address:		Yes / No	
3.	Scan copy of Establishment License with proper renewal date of local Govt. Authority		Yes / No	
4.	Scan copy of Proprietary certificate/Partnership Firm Agreement/Company Memorandum		Yes / No	
5.	Should have direct support centers at Nagpur. In case of support through service partners. details of customers supported by the service partners to be attached.		Yes / No	
6.	The bidder should submit past work order/Purchase of the similar type of requirements with work completion certificate from any Government /public / private organization		Yes / No	
7.	Bid Forwarding Letter (ANNEXURE-I)		Yes / No	
8.	Self-Declaration About Non-Black-Listing (ANNEXURE-II)		Yes / No	
9.	EMD / NSIC/MSME registration certificate (Valid and active licensee certificate up to date)		Yes / No	
10.	Details of the Earnest Money Deposit (EMD) (Yes/No)		Yes / No	DD No: Dated: Drawn on Bank: Amount: (Rupees...)
11.	Details of the cost of the Tender documents		Yes / No	(Yes/No) DD No: Dated: Drawn on Bank: Amount: (Rupees...)
12.	Copy GST Certificate of company		Yes / No	
13.	Scan copy GST paid latest challan		Yes / No	
14.	Copy PAN card of company		Yes / No	
15.	Permanent Account No.		Yes / No	
16.	Sale Tax Registration No.		Yes / No	
17.	TIN No.(Copy must provide)		Yes / No	
18.	Original Equipment Manufacture certificate / Authorization Certificate from the manufacturers		Yes / No	
19.	Original catalogue of Goods		Yes / No	
20.	Technical specification should be mentioned on their company letterhead.		Yes / No	
21.	Performance certificates from customers or List of customers		Yes / No	
22.	Tender validity period		Yes / No	
23.	Price Bid in PDF format		Yes / No	

24.	Any other information		Yes / No	
25.	The turnover during the last 3 years put together (2020-21,2021-22,2022-23) (Document as a Proof)		Yes / No	
26.	Bank Details		Yes / No	
a)	Bank Name			
b)	Branch Address			
c)	Account Number			
d)	Type of account			
e)	(current/saving) MICR No.			
f)	IFSC Code			

Proof of all documents (scanned copy) must be numbered and attached with tender document.

[On the letterhead of firm]

ANNEXURE “IV” PRICE BID FORM

To,
Registrar
MNLU, Nagpur

Dear Sir,

I/We submitted
“Tender for **Installation of Split Air Conditioner** Against the **MNLUN/ADMIN/AC**
INSTALLATION/2023/03

I/We thoroughly examined, understood and accepted terms & conditions given in the enquiry document, failing which my tender will be rejected out rightly.

I/We hereby offer to supply at the following rates.

Sr. No.	Name of Agency	Unit	GST (In %)	Rate (Rs)
1	Copper Pipe 5/8,1/4 for split AC	RFT		
2	Cable 2.5 mm 4 core	RFT		
3	Drain Pipe 5/8, CPVC	RFT		
4	Fabricated Stand	Kg		
5	Providing and fixing wall mounted ODUstand for split air conditioning and all accessories etc.	Nos		
6	Old Ac servicing	No		
7	Material required for Old Ac repairing	Nos		
8	Nitrogen Flusing and Gas charging	No		
9	Installation Charges	No		
11	Gas Charging	No		
12	Core Cutting	No		
13	Providing and fixing Stabilizer (240V,50 HZ, 2KW), 16 Amp 3 pin top and all accessories and work	Nos		
14	Civil work , Scaffolding , Zhula required for installation etc(if any)	Lumsum		

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
- The bidder must quote their tender only in above said format on the letter of firm otherwise tender will be REJECTED. Catalogue must be attached with tender for technical evaluation.

(Signature of Authorized Person) _____

(Name)_____

Name of Firm/Company/Agency_____