Sant Gadge Baba ^OAmravati University

E-Tender Notice

No. SGBAU/2/Store/132/2023-24

Date: 18 /09 /2023

E-Tenders are invited from authorized dealers / Manufacturers for Supply of Air Conditioner as per the following details.

		Cost of			
	Name of Tender	Tender	Tender Deposit (EMD)	Last Date of Submission upto 01.00 PM	Date of
Tender		Form			
Sr. No.		including			Opening at 01.00 PM
		GST			
		@18%			
1	2	3	4	5	6
14/2022-23	Supply of Air Conditioner	4012/-	17000/-	27/09/2023	29/09/2023
		Including			
		18% GST)			

E-Tenders, Cost of Tender Form and EMD should be compulsorily submitted online on website www.mahatenders.gov.in and it is also available on website www.sgbau.ac.in for information only

E-Tender possibly will be open in presence of Tender Opening Committee at E-Tender cell, Engineering section, Sant Gadge Baba Amravati University. Right to reject any tender (part or full), without assigning any reason, is reserved by the University.

Registrar

Envelope - 01

Sant Gadge Baba ⁽²⁾ Amravati University

E-Tender Form (Technical Bid) TENDER NO. 14/2023-24

Τo,

The Registrar

Sant Gadge Baba Amravati University, Amravati

Subject: Supply of Air Conditioner

Ref.: Tender Notice No. SGBAU/2/Store/132 /2023, dated /09/2023 (Due Date 18/09/2023)

R/Sir

With reference to subject mentioned above, I / We M/s.....

..... quote herewith the rates for supply of "Supply of Air Conditioner".

I /We read and accept all terms and conditions of this Tender Form.

1	Full name of Vender Firm :				
2	Name and Designation of the person signing the bid :				
3	Address of the Firm :				
4	e-mail :				
5	Phone No. :				
6	Mobile No. :				
7	Shop Act Registration Certificate (if Applicable)	Enclosed	Not Enclosed		
8	Income Tax Clearance Certificate / Return Certificate (Latest /Current year)	Enclosed	Not Enclosed		
9	GST Registration Certificate	Enclosed	Not Enclosed		
10	Tender Form Fee & Tender Deposit Money (EMD) online receipt (As per norms)	Enclosed	Not Enclosed		
11	Tender Form Fee Exemption Certificate. (if applicable)	Enclosed	Not Enclosed		
12	EMD Exemption Certificate. (for availing the facility of exemption)	Enclosed	Not Enclosed		
13	Copy of Permanent Account No. (PAN)	Enclosed	Not Enclosed		
14	Declaration Regarding Blacklisting / Debarring of taking part in Tender (As per Annexure-A (should be notarized after date of e-tendering.)	Enclosed	Not Enclosed		
15	Fall Clause Certificate (As per Annexure-B)	Enclosed	Not Enclosed		
16	General Terms and Conditions (As per Annexure-C)	Enclosed	Not Enclosed		
17	Bidder should be Manufacturer/Authorized dealer. Letter of authorization	Enclosed	Not Enclosed		
	from Original Equipment Manufacturer should be enclosed. Rates will be				
	considered for which valid authorization certificate submitted for this				
	tender				

I / We have read carefully and have understood the same in vernacular known to me / us about all the Terms and Conditions and Standard Terms and Conditions and I / we hereby agree to the same and shall abide by them hence this verification.

Name of Firm :		
GST Registration No.	:	
Permanent Account No	.(PAN)	:
Signature of Vender	:	
Name of the Authorized	d signato	ory :
Seal of the Firm	:	

DECLARATION REGARDING NOT BEING BLACKLISTED/DEBARRED FOR TAKING PART IN TENDER

(To be executed and attested by public Notary / Executive Magistrate on Rs. 100/- judicial Stamp paper by the bidder)

I / We	Supplier / Manufacturer /
Partner(s) / Authorized Distributor of M/s	
declare that the firm / company namely M/s	has not
been blacklisted or debarred in the past by Union / State Gover	mment or by any other organization from
taking part in tenders in India.	

OR

I / We			pplier /
Manufacturer / Partner(s) / Authoriz	zed Distributor of M/s]	Hereby
declare that the firm / company	namely M/s		was
blacklisted/ debarred in the past by	Union / State Governmen	nt or by any other organization from	ı taking
part in tenders for a period of	years	w.e.f to	The
period is over on	and now the firm / d	company is entitled to take part in te	enders

In case the above information found false I / we am/are fully aware that the tender / contract will be rejected / cancelled by the University and EMD / SD shall be forfeited. In additions to the above the University will not be responsible for payment of any completed / partially completed work and if found in future during this tender period, the information furnish is false here after I/We will not be eligible for taking part in tender till University decide the period.

DEPONENT

Name:	 			
Address:	 			
	 	• • • • • • • • • • • • • • • •	•••••	
•••••	 			

Attested:

(Public Notary / Executive Magistrate)

Annexure – B

Fall Clause Notice Certificate

In case, if the price charged by our firm is more, Sant Gadge Baba Amravati University will have the right to recover the excess charged amount from the subsequent / unpaid bill of the supplier.

Seal and signature of Tenders

Note : This letter of authority should be on the letter head of the supplier firm and should be signed by the person competent and having the power of attorney to bind the same.

SANT GADGE BABA AMRAVATI UNIVERSITY University Campus, Near Tapowan, Mardi Road, Amravati 444602 Phone No. (0721) 2668195, 2668206, 2668158 Ext. No. 237, 240 Fax No.: (0721) 2668049, 2668135

Email – arstore@sgbau.ac.in **<u>GRAM</u>**–AMUNI Website: www. sgbau.ac.in

No. SGBAU/2/Store/ 132 /2023-24

Date: 18/09 /2023

GENERAL TERMS and CONDITIONS TENDER NO. 14/2023-24

- 1) E-Tenders are invited from Manufacturer / Authorized dealers for Supply of Air Conditioner.
- 2) E-Tender should be compulsorily submitted online only.
- Last date of online submission of E-Tender is 2709/2023 up to 01.00 PM. The tender will be opened on 3) 29/09/2023 at 01.00 PM in presence of Tender opening committee preferably at E-Tender Cell, Engineering Section, Sant Gadge Baba Amravati University, Amravati.
- 4) The tenderer must submit the following documents online only. If the following documents are not found at the time of opening, the tender will not be considered. (The hard copy of the same be submitted to Store Section, of the Sant Gadge Baba Amravati University before the date of opening)
 - a) Shop Act Registration Certificate (if Applicable)
 - b) Income Tax Clearance Certificate / Return Certificate (latest / Current Year)
 - c) GST Registration Certificate.
 - d) Tender Form Fee and Tender Deposit Money (EMD)
 - e) Tender Form Fee Exemption Certificate, (for availing the facility of exemption) (if applicable)
 - f) EMD Exemption Certificate, (for availing the facility of exemption) (if applicable)
 - g) Copy of Permanent Account No. (PAN)
 - h) Declaration Regarding Blacklisting / Debarring of taking part in Tender (As per Annexure-A (should be notarized after date of e-tendering.)
 - i) Fall Clause Certificate (As per Annexure-B)
 - j) General Terms and Conditions. (As per Annexure-C)
 - k) Bidder should be Manufacturer/Authorized dealer. Letter of authorization from Original Equipment should be enclosed. Rates will be considered for which valid authorization certificate Manufacturer submitted for this tender.
- The Tender Form Fee of Rs. 4012 /- (including18% GST) and EMD of Rs. 17000 /- should be submitted 5) online only
- Successful bidder shall have to deposit @ 5% on total value of purchase orders as Security Deposit. While 6) calculating the security deposit, the EMD amount shall be converted in Security Deposit and it will be released within three months after the expiry of warrantee period.
- 7) The Successful bidder availing the facility of exemption shall have to deposit @ 5% as Security Deposit on total value of purchase orders within specific /stipulated period prescribed by University after acceptance of their rates in the form of Demand Draft / Pay Order /FDR/ Banker Cheque in favour of Finance and Accounts Officer, Sant Gadge Baba Amravati University, Amravati
- Failure of the successful bidder to deposit Security Deposit within prescribed time limit shall constitute 8) sufficient grounds for the annulment of the award. In this event the University may make the award to consecutive next lowest evaluated bidder or call for new bids.
- 9) Incomplete e-tenders not in conformity with our prescribed specifications, terms and conditions will be rejected. University has right to accept / reject any or all tenders partially or complete without assigning any reason.
- 10) The suppliers should quote rates for each article quite independent of the rates of other articles, as it will be the right of the University to accept the offer partially or fully.
- 11) Rates to be mentioned F.O.R. Stores/ Dept. and inclusive of all taxes, installation / transportation etc. The purchase order for supply of material will be issued time to time as per requirement after the acceptance of the rates. (Rates should be valid up to 31.03.2024)
- 12) The supplier shall supply the ordered goods within the delivery period mentioned in the purchase order. Failing to which the penalty @.0.5% per week shall be charged of order value and shall be deducted from the bill of supplier. In case of emergency, University shall reduce the delivery period and the supplier shall have to deliver the goods within the reduced delivery period.
- 13) In case of substandard material, the supplier shall have to replace the same goods within 7 days, otherwise penalty @ 0.5% per week shall be imposed of ordered value and @ 5% penalty at the cost of material or as decided by the university due to substandard supply. In case of defects noticed during use of material supplied by the supplier within warrantee period from the date of supply, the supplier will require to repair / replace the materials etc., failing to which the material will be repaired / purchased from another agency and the difference in cost, if any will be adjusted from the earnest money/ security deposit or any other pending bills of the supplier.

- 14) University has right to reject any part or full articles, if the quality of material is disapproved and will be kept in stores / Dept./Section at supplier's risk only. It should be replaced at suppliers own cost within seven days.
- 15) If the tenderer withdraw from tender process at any stage or failure to comply with the supply order the EMD will be forfeited. As well as if suppliers fails to replace the rejected goods in time. The University are at liberty to purchase the ordered goods from the open market without giving any prior notice and if compelled to purchase at the higher price than your approved rates, such losses shall be recovered from the S.D. or any outstanding payment of the bidder.
- 16) The security Deposit of successful bidder will be refunded only after completion of final supply as per t and conditions.
- 17) **Product Catalogue**:-Original Catalogues / brochures showing details of Technical Specifications of Equipment should be enclosed. All specification should be substantiated by Technical data sheets in original. Do not submit photocopies of the Brochure/Catalogue.
- 18) Demonstration and Training: The successful tenderer(s) shall have to give demonstration and sufficient training at his cost to the staffs of the concern department to operate the Equipment/ Instrument after delivery and/ OR as and when required/ if asked by user department.
- 19) **Term of payment:** Payment to be made to the supplier after satisfactory supply and will be subject to the deduction of taxes applicable at source at the rate in force from time to time.
- 20) All legal matters subject to jurisdiction of Amravati.
- 21) Any person working in University in any capacity should not take part in tender.
- 22) Any dispute arising out of or relating to this enquiry/e-tender, the decision of Hon'ble Vice-Chancellor shall be final.

23) STANDARD TERMS AND CONDITIONS:

A) Changes /Amendments:

The University shall have the right at any time, by written notice, in the form of an amendment order, to make any changes it deems necessary, including, but not limited to changes in specifications design, delivery, testing methods, packing or destination. If any such required changes cause an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by the vendor for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by the vendor of notice of change (amendment order). Price increase, extension of time for delivery and change in quantity shall not be binding on the University unless sufficiently justified by a vendor and accepted by the University in a form of amendment/change order issued and signed by the University.

B) Delivery/ Force Majeure:

If any Material is not delivered by the date specified therein, the University reserves the right, without liability, to cancel the order for undelivered material not yet shipped or tendered, and to purchase the same from another vendor and to charge the defaulting vendor for any loss incurred in this transaction. Any provisions thereof for delivery by instalment shall not be construed as obligatory unless agreed upon by both the parties. The University shall have the right to refuse deliveries made more than one week in advance of any delivery schedule appearing in the order unless arrangements for such early delivery have been confirmed with the receiving party. If the vendor is unable to complete performance at the time specified for delivery by reason of strikes, labour disputes, riot, war, fire or other causes beyond the vendor reasonable control, the University, at its option, may elect to take delivery of Material in its unfinished state and to pay such proportion of the contract price as it deemed reasonable.

C) Price / Taxes:

Price stated in this agreement are firm and shall remain firm until required deliveries have been completed unless otherwise expressly agreed to in writing by both parties. The vendor agrees that any price reduction made with respect to Material covered by this order subsequent to placement will be applied to this order. All prices specified herein include all charges for, but not limited to, inspection, and packaging. Prices set forth shall be inclusive of applicable sales, excise, value-added or similar taxes until and unless specified in the schedule.

D) Inspection And Acceptance:

All Material covered by this order may be inspected and tested by the University or its designee at vendors cost. If deemed necessary by the University, the vendor shall provide without charge, all reasonable facilities and assistance for such inspection and test. Any inspection records relating to Material covered by this agreement shall be made available to the University during the performance of the order. If any Material covered by this agreement is defective or otherwise not conforming to the requirements of this agreement, the University may, by written notice to the vendor:

(a) rescind the purchase / supply order as to such non-conforming Material;

(b) accept such Material at an equitable reduction in price;

(c) reject such non-conforming Material and require the delivery of suitable replacements.

(d) If the vendor fails to deliver suitable replacements promptly, the University, with notice of seven business days, may replace or correct such Material and charge the vendor the additional cost occasioned thereby, or terminate this order for default. No inspection (including source inspection) test, approval (including design approval) or acceptance of Material shall relieve the vendor from responsibility for defects or other failures to meet the requirements of this order. Rights granted to the University in this article entitled INSPECTION are in addition to any other rights or remedies provided elsewhere in this order or in Law.

E) Warranty:

The vendor warrants that any Material supplied hereunder shall conform to generally recognized manufacturing and safety standards of the vendor's industry as per Indian standard Institution (ISI) or similar standard. The vendor's specifications on performance as detailed in the vendor's brochures, sales literature and other specifications as may be available to the University.

(a) In addition to any other express or implied warranties, the vendor warrants that the Material furnished pursuant to this order will be:

1. free from defects in title, workmanship and material :

2. free from defects in design except to the extent that such items comply with detailed designs provided by the University;

3. of merchantable quality and suitable for the purposes, if any, which are stated in the tender / quotation.

(b) If any material covered by this agreement is found not to be as warranted, the University may, by written notice to the vendor:

1. Reject such defective material and require the delivery of suitable replacements.

2. If the vendor fails to deliver suitable replacements promptly, the University, with notice of seven business days, may replace or correct such material and charge the vendor the additional cost occasioned.

(c) Any items corrected or furnished in replacement are subject to all the provisions of this article entitled WARRANTIES to the same extent as items as items initially furnished or originally ordered.

- F) This warranty provision shall survive any inspection, delivery, acceptance, payment, expiration or earlier termination of this order and such warranties shall be extended to the employees, students, and users of the material. Nothing herein, however, shall limit the University's rights in law or equity for damages resulting from delivery of defective goods or damage caused during the delivery of goods or provision of services.
- **G)** Rights granted to the University in this article entitled WARRANTTIES are in addition to any other rights or remedies provided elsewhere in this order or in Law.

H) Patent Indemnity:

The vendor agrees to indemnify, hold harmless and defend the University, its employees, and students with respect to all claims, suits, actions and proceedings of actual or alleged infringements of any Letter, patent, Registered or Industrial Design, Trademark or Trade Name, Trade secret, copyright or other protected right in any country resulting from any sale, use or manufacture of any Material delivered hereunder and to pay and discharge all judgments, decrees, and awards rendered therein or by reason thereof and bear all expenses and legal fees (including the University's) associated herewith. The University reserves the right to be represented in any such action by its own counsel at its own expense.

I) Indemnity:

The vendor will indemnify, defend and hold the University, its and students harmless from any loss, expense, claim or damage including reasonable defence costs, arising from any claim or action based on any acts or omissions of the vendor, its employees, servants, agents or subcontractors. The University reserves the right to be represented in any such action by its own counsel at its own expense.

J) Assignment / Subcontracting / Sublet:

The vendor shall not assign the order received, any rights under this agreement or to become due hereunder neither delegated nor subcontracted / sublet any obligations or work hereunder without the prior written consent of the University.

K) Cancellations:

(a) The University may cancel this agreement in whole or in part, for no cause, upon written, FAX or telex notice to the vendor, effective when sent, provided such notice is sent at least fourteen (14) days prior to the delivery

date specified on the face of this order. The University may cancel this order in whole or in part at any time for cause by written, FAX, or e-mail notice to to vendor, effective when sent, in the event that the vendor :

- (a) fails to comply with any term or condition for this order including, but not limited to, delivery terms; or
- (b) appoints a receiver, liquidator or trustee in bankruptcy or other similar officer over any or all of its property or assets; or
- (c) files a voluntary petition in bankruptcy; or
- (d) has had filed against it an involuntary petition in bankruptcy which remains in effect for thirty (30) days; or
- (e) voluntarily ceases trading; or
- (f) merges with or is acquired by a third party; or
- (g) assigns any of its rights or obligations under the order to a third party without the University's advance written consent. upon the occasion of any one of the aforesaid and in addition to any remedies which the University may have in Law or in Equity, the University may also cancel this order or any outstanding deliveries hereunder by notifying the vendor in writing of such cancelation and the vendor shall thereupon transfer title and deliver to the University such work in progress or completed material as may be requested by the university. The University shall have no liability to the vendor beyond payment of any balance owing for Material purchased hereunder and delivered to and accepted by the University prior to vendor's receipt of the notice of termination, and for work in progress requested for delivery to University.

L) Rescheduling:

The University may without liability at least fourteen (14) days prior to the scheduled delivery date appearing on the order defer delivery on any or every item under said order by giving oral notice to the vendor (confirmed in writing ten (10) working days) of any necessary rescheduling.

M) Shipping, Packaging and labelling:

All Material purchased hereunder must be packed and packaged to ensure its safe delivery in accordance with good commercial practice and where incorporated, the University's packaging specification.

N) The Vendor as an Independent Contractor:

The vendor shall perform the obligations of this order as an independent contractor and under no circumstances shall it be considered as agent or employee of the University. The terms and conditions of this order shall not, in any way, be construed as to create a partnership or any other kind of joint undertaking or venture between the parties hereto. The vendor expressly waives any and all rights which or may not exist to claim any relief under the University's comprehensive insurance policy, worker's compensation or unemployment benefits.

O) Invoicing / Payments / Set-offs:

After each completion of supply/purchase order, the vendor shall duplicate invoices including item number to the University's concern Department. Payment of invoice shall not constitute acceptance of Material ordered and shall be subject to appropriate adjustment, if the vendor failed to meet the requirements of this agreement. The University shall have right at any time to set-off any amounts due to the vendor, (or any of its associated or affiliated companies) against any amounts owed by the University with respect to this agreement.

P) Compliance with Laws:

By acceptance of this agreement, the vendor agrees to comply with the requirements of all the existing laws. The vendor also agrees to comply with the fair labour standards Act and the occupational safety and Health Act, and all other applicable laws, ordinances, regulations and codes in the vendor's performance hereunder. The vendor further agrees to indemnify and hold the University and its customers harmless from any loss or damage that may be sustained by the University, by reason of the vendor's failure to comply with any laws, ordinance, regulations and codes.

Q) Reproduction of Documentation:

The University shall have the right at no additional charge to use or incorporate all or portions of material found in the vendor's literature and / or reproduce the vendor's applicable literature such as operating and maintenance manuals, technical publications, prints, drawings, training manuals and other similar supporting documentation and sales literature. The vendor agrees to advise the University of any up dated Information relative to the foregoing literature and documentation with timely written notice.

I / We have read carefully and have understood the same in vernacular known to me / us about all the General Terms and Conditions and Standard Terms and Conditions and I / we hereby agree to the same and shall abide by them, hence this verification.

Name of Firm :	
GST Registration	No. :
Permanent Accou	unts No. (PAN)
Signature of Ven	der :
Name of the Autl	norized signatory:

E-mail:

Seal of the Firm

Envelope - 02 Sant Gadge Baba Amravati University E-Tender Form (Financial Bid) TENDER NO. 14/2022-23

Τo,

Registrar Sant Gadge Baba Amravati University, Amravati

> Subject: Supply of Air Conditioner Ref.: Tender Notice No. SGBAU/2/Store/ 132/2023-24, dated 18/09/2023, (Due Date- 27/09/2023)

R/Sir

With reference to above I / We M/s..... quote herewith the rates for Supply of Air Conditioner. I /We have read and accepted all terms and conditions which are enclosed with this Tender Form.

Sr. No.	Description of Item	Approx. Quantity required Unit/No.	Rate in Rs. Per Unit/No. inclusive of all taxes / charges	Total Amount inclusive of all taxes / charges
1	2	3	4	5
01	Cassette Air Conditioner 2.0 TON Anti-Rust Cabinet, Easy- cleaned Panel, LCD Display, Self-diagnosis & Auto-Protection, Valve Protection Cover, Independent Dehumidification, Quiet Design, Silver on filter. One Star rating.			
1.01	Make O' General OR	05		
1.02	Make: Carrier Midea India Pvt. Ltd. OR	05		
1.03	Make: Daikin	05		
02	Tower Air Conditioner 2TR: Anti Rust Cabinet, Easy-cleaned Panel LCD Display, Self-*diagnosis and Auto-protection cover Independent Dehumidification Quit Design, Silver Ion Filter.			
2.01	Make O' General OR	02		
2.02	Make: Carrier Midea India Pvt. Ltd. OR	02		
2.03	Make: Daikin	02		
03	Stabilizers 5 KVA (Suitable for above)	07		•
04	MS Stand for outdoor Unit	07		
05	Extra copper Piping 3/8"x 5/8" (rate in rmt)	90		
06	Extra 2.5mm x 3 core electrical cable(rate in rmt)	95		
07	PVC Hard drain pipe (rate in rmt)	90		
08	Installation Charges	07		

Name of Firm :.....

GST Registration No. :.....

Permanent Accounts No. (PAN NO.) :

Signature of Vender :....

Name of the Authorized Signatory :.....

E-mail:-

Seal of the Firm