



AUD/ 1-10(183)/ Admn/ 2016-17/ AC Rental/

Dated: 07 Feb 2017

To,

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**Subject: Notice Inviting Tender for Providing Split Air Conditioners on Rental Basis**

The Ambedkar University Delhi (AUD) invites sealed quotations for providing Split Air Conditioners on rental basis, from suppliers/ agencies having proven track record in supply and installation of Air Conditioners (AC). Technical & Financial bids are required to be submitted in separate sealed covers addressed to the Registrar, Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006 so as to reach us on or before 21-02-2017 up to 3.00 pm, duly super scribing the work i.e. **“Technical Bid for providing Split Air Conditioners on rental basis”** and **“Financial Bid for providing Split Air Conditioners on rental basis”** on top of the cover.

Bidders should read the tender document carefully as enclosed and comply strictly with the conditions, while sending their bids. Clarifications, if any, may be sought from the AUD Admin Division on Telephone No 23863655. Tender format can be downloaded from our website **‘www.aud.ac.in’**.

**Sd/xxx**

**Deputy Registrar (Admin)**

Copy forwarded to:-

1. Registrar, Ambedkar University Delhi
2. Controller of Finance, Ambedkar University Delhi
3. Co-Director (Tech), Ambedkar University Delhi

## **Terms & Conditions**

### **1. Parties:**

The parties to the contract are the Tendering Firm and Ambedkar University Delhi (AUD).

### **2. Contractor:**

The term Contractor shall mean Company, Agency, Firm, Contractor or the party to whom the Contract is awarded and shall include his/ her/ their heirs, legal representative, assigns and successors.

### **3. Scope of work:**

(a) Providing split Air Conditioners on rental basis to AUD as described in Annexure-I.

(b) Since the air conditioners are required during the summer months only, the ACs will be provided on rent initially for the six months i.e. April to September, with a provision to extend it further for one month at a time on the same terms & conditions, provided the services of the Contractor are found satisfactory.

(c) Installation charges can be claimed by the vendor from the University as per Annexure III. However, post installation, if any repair/ replacement/ dismantling takes place, no charges shall be paid by AUD.

(d) Any fault reported by the University should be rectified within 12 working hours. The Service Engineer of the Contractor shall carry out preventive maintenance of each AC at least once every month.

(e) Initially, 8 Nos. of split ACs are required to be fitted. AUD reserves the right to increase or decrease the quantity subsequently during the period of contract. In that case, the payment will be made for actual quantum usage on pro rata basis.

### **4. Location:**

The ACs will be provided at the Kashmere Gate/ Karampura or any other Campuses of the Ambedkar University Delhi.

### **5. Eligibility criteria**

(a) The invitation is open to Company, Agency, Firm, Contractor having at least 02 years experience in supply and installation of Air Conditioners to a Government organization / PSU/

Autonomous bodies/ Reputed private organizations. The Firm should be located in Delhi NCR.

(b) The bidder should have PAN No., TIN No./ VAT No., Service Tax No. etc and should submit their legible attested copies with the Technical Bid, which if not accompanied by these documents, would be summarily rejected.

(c) The bidder should have had average annual financial turnover of **Rs. 10 Lakh** during each of the last three years. (copies of ITR or annual accounts certified by CA mentioning Financial Turnover to be attached).

## **6. Technical bid**

(a) The Technical bid, having details of the Firm along with the Earnest Money Deposit, should be submitted in the form given in Annexure–II.

(b) The Technical bid (Part-I) will be opened at 3:30 PM on 21-02-2017 in the presence of intending bidders, if any. The Financial bid (Part-II) of the tender will be opened after evaluation of the technical bids and only such bidders, whose bids are qualified in technical evaluation, shall be called for opening of their commercial bids.

## **7. Financial bid**

(a) The Financial Bid should be submitted in the form given in Annexure–III.

(b) Rates shall be valid for one year i.e. 1<sup>st</sup> April of the current year to 31<sup>st</sup> March of the subsequent year. No claim for compensation or loss due to price fluctuations or any other reasons/ causes will be entertained during the period of contract.

(c) Rental AC rates will cover preventive and breakdown maintenance of all the split ACs. The consolidated price quoted shall be firm and final and payable for the goods delivered & installed and shall include all taxes, duties, VAT etc. as applicable.

(d) The rates should be quoted in Indian Rupees only in words as well as in figures. If there is a discrepancy in rates between figures and words, the amount given in words will prevail.

## **8. Criterion for evaluation of tenders:**

(a) The evaluation of the tenders will be made by a Tender Evaluation Committee first on the basis of technical information furnished in form given in Annexure–II, which is an eliminatory round, and then on the basis of commercial information furnished in form given in Annexure–III, for each item.

(b) As a part of the process to evaluate the technical bids, the Tender Evaluation Committee may invite the bidders to make a presentation before it. The bidder may also be asked to produce a sample of each item for inspection at the time of evaluation of bids.

(c) AUD will award the contract to the bidder whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be competent to perform the contract satisfactorily. AUD shall however not bind itself to accept the lowest or any tender bid, wholly or in part.

(d) The tender shall be evaluated on the basis of per unit cost of installation of air conditioner plus cost of rental per month. The per unit cost of installation shall be calculated on the basis of one installation charges (work), one outdoor stand and 10 ft each of Copper wire, Three core wire & Drain pipe.

(e) It must be kept in view that no decision will be given by the Tender Evaluation Committee. Any inferences drawn during the meeting of this Committee by the bidders or their representatives will be their own view, for which the University will not be responsible and will not abide by the same.

## **9. Earnest Money Deposit (EMD)**

(a) EMD of Rs 10,000/- in the form of demand draft/ banker's cheque from any of the scheduled banks drawn in favour of "Registrar, Ambedkar University Delhi" shall accompany the technical bid.

(b) A bid received without EMD shall be rejected as non responsive at the bid opening stage and returned to the bidder unopened.

(c) EMD of the unsuccessful bidder will be discharged/ returned to them after finalization and award of the contract without any interest.

(d) The EMD may be forfeited:

- I. If a bidder withdraws his bid during the period of bid validity specified in the bid document;
- II. In the case of successful bidder, if the bidder fails to sign the contract within the time specified in the document.

## **10. Documents/ Certificates**

The Bidder is required to submit the photocopies of following documents, failing which their bids will be summarily/out-rightly rejected and will not be considered any further:

- (a) Copy of CST/ VAT/ TIN/ Service Tax Registration Certificates.
- (b) Copy of PAN Card.
- (c) Copies of ITR or annual accounts certified by CA mentioning Financial Turnover in the last three years.
- (d) At least one supply order each in the last two years as proof of experience in supplying/ installing ACs to at least one Deptt. of the Govt. of India/ Govt. of Delhi/ Public Sector Undertaking (PSU)/ Reputed private organizations has to be attached.
- (e) Declaration regarding blacklisting or otherwise.

#### **11. Mode of submission of Tenders and last date**

The tender bids, complete in all respects, should be submitted in the prescribed format along with all supporting documents. **The Technical & Financial bids should be kept in separate sealed envelopes.** Both these envelopes should be then kept in **another sealed cover** duly writing “**Tender for providing Split Air Conditioners on rental basis**” on top of the cover. It shall be addressed to the Registrar, Ambedkar University Delhi Lothian Road, Kashmere Gate, Delhi-110006 and should reach on or before 21-02-2017 by 3.00 pm.

#### **12. Signing of the bids**

- (a) All pages of the bid document shall be numbered consecutively and shall be signed and stamped by the bidder as proof of having read the contents therein and in acceptance thereof.
- (b) All entries in the bid form should be legible and filled clearly. If the space for furnishing information is not sufficient, separate sheet duly signed by the authorized signatory may be attached.
- (c) The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case corrections shall be signed by the person/persons signing the bid.

#### **13. Period of validity of bids**

The bids submitted by the Bidders shall be valid for a minimum period of 90 days, computed from the date of last date of submission.

#### **14. Rejection of incomplete and conditional tenders**

The incomplete and conditional tenders will be rejected. Quoting unrealistic rates will also be treated as disqualification.

**15. No withdrawal after submission of bids**

Bidder shall not be permitted to withdraw his/ her/ their offer or modify the terms and conditions thereof after acceptance of tender. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rate, the aforesaid amount of Earnest Money will be forfeited by the University. Besides this, the bidder shall also be liable to be debarred/ blacklisted from participating in the tendering process of AUD in future.

**16. Non acceptance of the tenders received after the last date**

Tenders received after the closing date and time prescribed in the tender enquiry shall not be accepted under any circumstances.

**17. Extension of contract**

AUD reserves the right to extend the contract for two more years on the same terms and conditions, except that the monthly rent may be allowed to be increased up to maximum 10% each year, acceptance of which shall be at the sole discretion of the University.

**18. Breach of terms and conditions:**

AUD may terminate the contract at 30 day's notice in case the Contractor commits a breach of any of the terms of the contract. AUD's decision that a breach has occurred will be final and shall be accepted without demur by the Contractor

**19. Penalty**

(a) It will be the responsibility of the Bidder to supply, install and make the item operational in accordance with the supply order within stipulated time frame, otherwise, the University may impose penalty.

(b) If it is found the ACs are of substandard quality and not conforming to the required brand/ specifications, the Contractor will have to replace the fake/ substandard items with genuine ones. A penalty of up to 20% of the monthly rental value shall be imposed for any inferior quality / incomplete supply of ACs in a particular month.

(c) The penalty amount for non rectification of faults/ not making an AC operational will be as follows :

- (i) Fault not rectified within 12 working hours by telephone/ email or any other messaging medium shall be @ Rs 25/- per working hour.
- (ii) Faults not rectified within 48 working hours shall invite penalty @ Rs 300/- per day.

(iii) Any delay beyond 10 working days for not making an AC operational, the penalty will be enhanced to Rs 500/- per day.

(d) AUD shall be at liberty to get the AC repaired from the open market, if the same is not made operational within 15 days. In that case, the actual cost of repair shall be recovered from the Contractor. In extreme cases, termination of contract/ blacklisting of the Firm can be resorted at the discretion of the competent authority.

## **20. Purchaser's rights**

(a) AUD reserves the right to accept/ reject any or all the bids in whole or in part and annul the bidding process without assigning any reason whatsoever and is not bound to accept the lowest tender.

(b) AUD reserves the right to award the tender to more than one bidder.

(c) AUD reserves the right to relax/ withdraw any of the terms and conditions mentioned in the tender document so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract.

(d) The tender document is valid for a period of six months from the date of issue. If Work order/ Supply order is not issued within this period, the process will have to start afresh.

(e) AUD reserves the right to cancel the tender process without assigning any reason whatsoever, at any stage.

## **21. Statutory obligations:**

(a) All statutory obligations under various laws from time to time shall be borne by Contractor for which no extra payment shall be made at any time during the contractual period.

(b) The Contractor shall at all times indemnify and keep indemnified the owner and its officers, employees, agents and students from and against all third party claims whatsoever (including time and shall not be limited to property loss and damages, personal accidents, injury or death of persons or servants or agents of any Contractor, the Contractor shall at his own cost and initiative at all time, maintain all liabilities under Workman's Compensation Act, Fatal Accident Act, Personal Injuries, Insurance Act and/or any other relevant Industrial Legislation, which is in force from time to time).

(c) AUD shall in no way be involved in any dispute of whatever kind, between the Contractor and the staff engaged by the Firm.

## **22. Guarantee/ Warrantee**

The guarantee/ warranty given on Air Conditioners by the OEM will be run by the Contractor.

## **23. Mode of payment**

(a) Rent payment will be made on six monthly basis. 30% of the rental value shall be paid in advance, under provisions of the General Financial Rules, after submission of bill with previous work satisfactory report of the Project Engineer (Electrical), AUD. After expiry of two months, the balance of rent payment will be made on monthly basis.

(b) Payment will be made direct to the supplier through NEFT transfer only.

## **24. Agreement**

The successful bidder shall sign the Agreement in accordance with form of Agreement given at Annexure V on a stamp paper of appropriate denomination and submit the same to the Registrar, Ambedkar University Delhi within 15 days of the receipt of work order.

## **25. General / others**

(a) The bidders shall be bound by the details furnished to the AUD, while submitting the tender or at any subsequent stage. In case, any of such documents are found to be fictitious at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.

(b) In no circumstances, the Contractor shall appoint any sub-contractor or sub-lease the contract. If it is found that the Contractor has violated these conditions, the contract will be terminated forthwith without any notice and penalty may be levied.

(c) All work should be carried out under supervision of Project Engineer (Electrical), AUD.

## **26. Force Majeure:**

If, at any time during performance of the contract, the Contractor encounters conditions impeding timely execution of the work, he shall promptly notify AUD, in writing of the fact of delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Contractor's notice, AUD shall evaluate the situation and may at its discretion extend the time for completion.

## **27. Arbitration:**



(a) If dispute or difference of any kind shall arise between AUD and the Contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

(b) If the parties fail to resolve their dispute or difference by such mutual consultation, the same shall be referred to the sole arbitrator, to be appointed by the Vice Chancellor, AUD at Delhi as per the provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules framed there under. His/ Her decision will be final & binding on both the parties. The venue of arbitration shall be Delhi, India.

**28. Legal jurisdiction:**

The agreement shall be deemed to have been concluded in the National Capital Territory of Delhi and all obligations hereunder shall be deemed to be located at the NCT of Delhi and the Court within NCT of Delhi will have jurisdiction to the exclusion of all other Courts.

**Details of Air Conditioners required on rental basis**

<b>S. No</b>	<b>Description</b>	<b>Remarks</b>
1	Split Air Conditioner, Capacity – 1.5 ton, with outer unit and piping system installation  a. Quiet operation. b. Low maintenance. c. Remote with each A.C.	In good working condition

**Technical Bid**

The technical bid shall contain following information in a sealed cover super scribed “**Technical Bid for providing Split Air Conditioners on rental basis**”. It shall consist of the following documents/ information:

1. Name & Postal address of Firm:

Telephones Nos.:

Fax Nos.

E-mail:

Mobile Nos:

2. Name & address of Owners/ Partners/ Directors :

3. Nature of Agency (Sole/ Partnership/ otherwise) :

4. If Registered, Regn No with validity of registration with appropriate authority:

5. Sales/ Service Tax Regn No. (Attach copy):

6. PAN No. (Attach copy):

7. TIN/ VAT No. (Attach copy):

8. At least one work order issued by Govt organizations/ PSUs/ Autonomous bodies/ reputed Private organizations in each of the last two years (Attach copies).

9. Has your organization been placed in defaulter category by any Govt. Department/ PSU? If not, please submit a certificate as per Annexure IV to this effect.

10. Are you related in any way with any staff member of AUD : Yes/ No.

11. The tender document should be **duly signed on each page.**

**Check list**

<b>S. No.</b>	<b>Check list of documents/ Undertakings</b>	<b>YES/NO</b>	<b>Remarks (Give reasons if answer is No)</b>
1.	Is demand draft/ banker's cheque for a sum of Rs 10,000/- towards EMD, attached?		
2.	Is copy of Sales/ Service Tax Regn certificate/ TIN/ VAT No. attached?		
3.	Is copy of PAN No. attached?		
4.	Is at least one work order issued by Govt organizations/ PSUs/ Autonomous bodies/ reputed Private organizations in last two years attached?		
5.	Is undertaking certifying that the Firm is not black listed signed as per Annexure IV?		
6.	Has the tender document been signed on each page by the bidder		

Place : Signature of the Proprietor/ Authorized Signatory

Date : Rubber Seal indicating complete address

**Financial Bid**

The financial bid should be enclosed in a separate sealed cover super scribed “**Financial Bid for providing Split Air Conditioners on rental basis**”.

**Part - I**

<b>S. No.</b>	<b>Description (Items/ Particulars)</b>	<b>Accounting Unit</b>	<b>Qty</b>	<b>Rental per Unit per month (Rs)</b>	<b>Taxes &amp; Duties</b>	<b>Total Rental cost per Unit per month (Rs)</b>
1	Split Air Conditioner, 1.5 Ton	Nos.	01			

**Part - II**

<b>S. No.</b>	<b>Description (Items/ Particulars)</b>	<b>Accounting Unit</b>	<b>Qty</b>	<b>Rate (Rs)</b>	<b>Taxes &amp; Duties</b>	<b>Amount (Rs)</b>
1	Installation charges	work	01			
2	Copper pipe (per running ft.)	Ft.	01			
3	Three core wire (per running ft.)	Ft.	01			
4	Drain pipe (per running ft.)	Ft.	01			
5	Outdoor stand	Nos.	01			

Note : The quoted rates shall include all taxes, duties, VAT, insurance, custom duty etc. as applicable and no extra shall be payable on this account. Vague offers such as custom duty extra, cartage extra, tax extra etc shall not be accepted. Any extra taxes, duties, levies not written in the above table but written separately at any other place in the bid document shall not be considered and the bidder shall bear it.

Signature :  
Name of the Firm/ Agency :  
Date :

Name & Designation :  
Seal of bidder :

**UNDERTAKING (To be submitted with Technical Bid)**

It is certified that my Firm/ Agency/ Company has never been **black listed** by any of the Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or reputed Private organizations and no criminal case is pending against the said Firm/ Agency/ Company as on \_\_\_\_\_.

Signature of the Bidder \_\_\_\_\_

Name of the Signatory \_\_\_\_\_

Name of the Firm/Contractor \_\_\_\_\_

Seal of the Firm/Contractor \_\_\_\_\_

Place:

Date:\_\_\_\_\_

**Agreement to be signed for Rate Contract**

<Stamp paper of requisite amount>

**Agreement for Air Conditioners on Rental Basis**

This agreement is made on \_\_\_\_\_ 2017 between the Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006 hereinafter referred to as "AUD",

and

M/s \_\_\_\_\_, a company with office at \_\_\_\_\_,

hereinafter referred to as "Contractor",

and both the parties as mentioned above set forth and agree to abide by the following terms of this agreement.

WHEREAS the contractor has tendered for providing split Air Conditioners to the AUD on rental basis as per the terms and conditions mentioned in the tender document. Whereas such tender has been accepted.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

1. The contractor has accepted the contract on the terms and conditions set out in the tender notice no. \_\_\_\_\_ dated \_\_\_\_\_, which shall hold good during period of this agreement.

2. Upon breach by the contractor of any of the conditions of the agreement, the Tendering Authority may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the AUD to claim damages for antecedent breaches thereof on the part of the contractor and also to reasonable compensation for the loss occasioned by the failure of the contractor to fulfill the agreement as certified in writing by the Tendering Authority which certificate shall be conclusive evidence of the amount of such compensation payable by the contractor to the AUD.

3. This agreement shall remain in force until 31st March of the subsequent year, but the Tendering Authority may cancel the contract at any time upon giving one month's notice in writing without compensating the contractor.

4. The Tendering Authority may give notices in connection with the contract. In consideration of the payments to be made by the AUD to the contractor as hereinafter mentioned the contractor hereby covenants with the AUD to provide the Services and to remedy defects therein conformity in all respects with the provisions of the Contract.

5. The Tendering Authority hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

6. If subject to circumstances beyond control (Force Majeure) the contract fails to deliver the services in accordance with the conditions mentioned in the tender, the Tendering Authority shall be entitled to render services from else other organization after giving due notice to the Contractor on the amount and at the risk of the Contractor without canceling the contract in respect of the consignment not yet due for delivery, or to cancel the contract.

7. In the event of action to be taken, the contractor shall be liable for any losses, which the Tendering Authority, may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bills be made good by a credit note within the stipulated period for the purpose.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of duly authorized representatives on the day, month and year first before written.

Signed:

For and on behalf of  
Ambedkar University Delhi  
\_\_\_\_\_  
Authorised Signatory

Witness 1 \_\_\_\_\_

Witness 2 \_\_\_\_\_

For and on behalf of  
M/s \_\_\_\_\_  
Authorised Signatory

Witness 1 \_\_\_\_\_

Witness 2 \_\_\_\_\_