

TENDER DOCUMENT
FOR
RATE CONTRACT OF AIR CONDITIONERS (AC's)



[PURCHASE SECTION]

UNIVERSITY OF KASHMIR
HAZRATBAL, SRINAGAR,
J&K-190006

Cost of tender document: Rs 1000/- (Non-refundable)
Total Pages: 09



University of Kashmir

Hazratbal, Srinagar, J&K

Tender Notice for Rate Contract of Air Conditioners

Sealed tenders affixed with revenue stamp of Rs 10/- are invited from principal manufacturers/authorized dealers to enter into the rate contract for supply & installation of Air Conditioners. The tender document can be obtained from Purchase Section of University on any working day on payment of Rupees One thousand only (non-refundable) in the shape of demand draft pledged to Registrar, University of Kashmir, Hazratbal, Srinagar or can be downloaded from University website www.kashmiruniversity.net. The tender document downloaded from the website must be accompanied with demand draft of Rs 1000/-.

Sealed Tender- Technical Bid and Financial Bid - be sealed in two separate envelopes (envelope containing Technical bid be marked as "**Envelope-A**" and envelope containing Financial bid be marked as "**Envelope-B**") and these two envelopes be sealed in a third large envelope super-scribed "**Tender for Rate Contract of AC's**" should reach office of Registrar, University of Kashmir, Hazratbal, Srinagar, J&K-190006 by or before **7th December, 2016** upto **3PM**. Tender incomplete in any respect will not be accepted.

Sd/-
Joint Registrar
(Purchases)

No: F(Rate-Contract-AC's) Pur/KU/16
Dated: 19.11.2016

General Terms & Conditions of Rate Contract

The University of Kashmir has to procure Air Conditioners of different capacities (inverter type/non inverter type etc) for its departments/offices/hostel etc on **need basis**. To meet the requirement, the university invites sealed tenders in two bid system from experienced, technically and financially sound firms for supply & installation of AC's.

Interested firms may submit their sealed tenders superscribed "**Tender for rate contract of AC's**" to the Registrar, University of Kashmir, Hazratbal, Srinagar, J&K by or before the date mentioned in the tender notice.

(A) Terms & Conditions:

1. Rate contract will be accepted from the principal manufacturers/authorized dealers only.
2. The Manufacturing Company should have a Standard Price list of all the products applicable throughout the country. The same should be submitted along with the Financial Bid duly stamped and signed.
3. The firm should have valid Central/State tax registration certificates etc.
4. The application for rate contract should accompany EMD of Rupees Twenty Five Thousand Only (Rs 25,000/-) in the shape of CDR pledged to Registrar, University of Kashmir, Hazratbal, Srinagar, J&K.
5. The manufacturing company/ authorized dealer should submit an undertaking with the technical bid that the firm will provide after sale services.
6. The firm should have technically qualified manpower available and first response time for service should be within **two** working days.
7. The manufacturing company/authorized dealer should have successfully executed similar type of rate contract in the past three years upto 31.03.2016 with at least three Government institutions comparable to the university. A copy of certificate from the concerned authority that the firm has successfully executed the rate contract be attached with Technical Bid.
8. The manufacturing company/ authorized dealer should not have been black-listed by any Government/semi-government/Board/Corporation Body. An affidavit on Non-Judicial stamp paper has to be submitted by the firm to this effect.
9. The rate contract will be valid for a period of **one year** from the date of issuance of empanelment notice by the University, which may be extended with the consent of both the parties i.e firm & University, provided the university is satisfied with the performance of the firm (s).

10. The selected manufacturing firm (s)/authorized dealer (s) will furnish a bank guarantee of Rs.3.00 lac (Rupees Three lakhs only) for the period of rate contract from any nationalized bank before entering into rate contract. The same shall be released after the satisfactory execution of the rate contract.
11. **The firms shall furnish an undertaking to the effect that they will not sell the Air Conditioners (under rate contract with the University of Kashmir) to any Institution in India at rates lower than offered to University of Kashmir. In case it comes to the notice of university that the firm is supplying AC's to any other institution at rates lower than those being charged to the University of Kashmir, then this will constitute a breach of rate contract and the rate contract will be cancelled forthwith leading to penalty as will be decided by the Competent Authority of University.**
12. No increase in price will be allowed during the period of rate contract. However, in the event of downward revision in prices the same will be passed on to the university immediately.
13. The rate contract will be terminated if the firm fails to abide by the terms and conditions of the contract or fails to supply the goods well in time or supply sub-standard goods or make any false declaration or fail to provide satisfactory after sales service to the university. In such a situation the penalty will be imposed on the firm (s) by the university, EMD will be forfeited and bank guarantee will be ceased.
14. Parallel rate contracts can be awarded after evaluation of invited tender by the University. The evaluation of firms will be carried out comprehensively based on credentials, manufacturing capability, quality control system, financial background, dealer/distributor network, past performance, price of the items, after sales service, and **percentage of discount offered** by the firm on listed rate list of the company etc.
15. The University is at liberty to award the rate contract to more than one firm.
16. The firms shall quote percentage discount which they will offer to university on company listed price.
17. The ordered goods will have to be delivered FOR office premises to all the departments/offices and satellite campuses of University located at Leh, Kargil, Baramulla, Kupwara & Anantanag. No transportation charges will be paid for delivery of items. **The rates quoted by the firm shall be inclusive of all accessories, taxes/charges including installation and delivery of items at site.**
18. The delivery of goods will be affected within 2 to 3 weeks from the date of issuance of supply order.
19. The payment will be made within one month from the date of delivery/installation and after availability of verification report by the concerned Committee/Officer/Office that the item has been received in good condition and

has been installed at the specified location/site/office/class room and is as per the rates, quantity and specifications of supply order.

20. All disputes relating to this rate contract will be subject to jurisdiction of District Court Srinagar.
21. The firm shall not sublet/ transfer or assign the contract to any other firm/agency.
22. The University of Kashmir will not be responsible for any damage, theft etc of the item which may occur due to natural calamity like fire, earth quake etc before proper installation of the item at the specified location.
23. All documents attached with the technical bid must be in the name of the firm who will be participating in the tendering process and duly signed/attested by the authorized representative of the firm.
24. The authorized dealer should be enlisted on the website of the concerned Principal Manufacturer.
25. No advance payment shall be made to the firm.
26. In case offers are submitted by the authorized dealer, business partner, they shall have to enclose with the offer an authority letter & dealership certificate from the Principal Manufacturer indicating therein that they are authorized to quote the items on approved rates.
27. The supplies shall be subjected to third party inspection to ascertain the quality of the product.
28. If the supplier fails to supply the material within the due date as mentioned in the supply order, a penalty of Rs 1000/- per day shall be imposed on the supplier.
29. If item supplied is found of substandard quality by the inspection team/third party or not as per specifications, the CDR will be forfeited and no payment shall be made.
30. The firm/agency is to be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the tender document.
31. The University of Kashmir will be at liberty to negotiate rates viz-a-viz institutional discount with the shortlisted firms.
32. The tender is liable to be rejected if complete information is not given therein or if the particulars are not clearly mentioned.
33. The Technical bid will be evaluated by a Committee and will shortlist the eligible technically qualified bidder as per terms & conditions of tender document. The financial bid of only technically qualified bidder shall be opened.

34. All entries in the Tender shall be legible and filled clearly. Any overwriting or cutting which is unavoidable shall be signed by the authorized signatory.
35. Tender incomplete in any form will be rejected out rightly. Conditional Tenders will not be accepted.
36. No Tenderer will be allowed to withdraw the Bid after submission of the tender within the bid validity period; otherwise the EMD submitted by the tendering firm would stand forfeited.
37. Each page of the technical & financial bid must be signed by the authorized representative. The financial bid & technical bid received without the signature of authorized person/representative will **not** be entertained and will be rejected summarily.
38. The percentage of discount to be mentioned in the financial bid should be in both words & figures (refer Annexure -D).
39. The product should carry warranty period of minimum **one year** and warranty period will start from the date of successful installation of the item. If any item is damaged/broken during the warranty period, the firm has to replace it free of cost.
40. Catalogue of the items be also attached with Technical Bid.
41. The University of Kashmir reserves the right to reject all or any tender in whole, or in part, without assigning any reason thereof.

(B) Basic Eligibility Criteria:

- The bidder shall be registered company/firm (Proprietorship or authorized dealer).
- The bidder shall have valid trade license for sale/ supply of the item in question.
- The bidder shall not be black listed by any Govt./Semi Govt./Private Institution. A self certificate in this regard shall be enclosed.
- The bidder shall be free from the encumbrance and there shall not be any vigilance case/ CBI case/ Court Case pending against him. A self certificate in this regard shall be enclosed.
- The company should be registered with the Center/State Sales Tax and other required statutory registrations.
- Firm must have valid PAN & TIN number.
- Firm must have updated VAT clearance certificate.
- The selected firm (s) has to provide the after sale services.

Note: Only those firms/ authorized dealers who accept and fulfill the above terms & conditions should participate in the tendering process.

==0==

Annexure-B

Technical & Financial Bids

(A) Documents to be attached with Technical Bid (duly attested by authorized representative):-

- Tender Application/Declaration Form (refer **Annexure-C**)
- Certificate of registration.
- Dealership certificate, if authorized dealer.
- Letter of Authority from Principal Manufacturer, in case of authorized dealers.
- EMD amounting of Rupees Twenty Five thousand only (Rs 25,000/-) in the shape of CDR favoring of Registrar, University of Kashmir, Srinagar, J&K.
- Rs 1000/- as cost of tender document in the shape of DD in favour of Registrar, University of Kashmir, Srinagar, J&K.
- Copy of PAN card of firm and TIN number.
- Certificate from firm that the firm will provide after sale services.
- Documents reflecting the financial health of the firm (turnover of last three years).
- Undertaking by the firm accepting all the terms & conditions mentioned in this document, refer Annexure-A (attach a copy of duly signed above terms & conditions).
- Updated VAT clearance certificate.
- All documents as mentioned in **Annexure-A** be attached.

(B) Documents to be attached with Financial Bid(duly attested by authorized representative):-

- Financial Offer (**Annexure-D**)
- Dully signed rate/price list of company.

==0==

Application Form For Rate Contract of AC's.

Sl. No.	Query	Answer		
1.	Name & Address of the firm:			
2.	Whether participating as Principal Manufacturer or Authorized Dealer, please specify.			
3.	If authorized dealer, mention the name & address of Principal Manufacturer.			
4.	Warranty period of item:			
5.	PAN No.: TIN No.: VAT Registration No.:			
6.	Telephone Number	Office	:	
		Mobile	:	
		Fax No., if any	:	
		E-mail, if any	:	
7.	Month and year in which the firm was established in present name.	:		
8.	Particulars of old firm (if present firm is new).	:		
9.	Particulars of sister/partner firm, if any			
10.	Has the firm or his partner been black listed in the past by any Central or State Government Deptt./ Organization.	:		
11. i)	Annual Turn Over for last three years (enclose documentary evidence or proof to support figures).	Year		Rs. in Lac
		i) 2012-13	:	
		ii) 2013-14	:	
		iii) 2014-15	:	
ii)	What evidence of proof is enclosed to support the amounts of yearly turnover.	:		

DECLARATION

- (i) I/We certify that the particulars furnished in this application form are true and correct. If it is proved that I have provided the false information or have submitted any false document, I /we will be liable for punishment under rules and our firm be blacklisted.
- (ii) I/We accept and agree to fulfill all the terms & conditions mentioned in the tender document.

Signature & Seal of Authorized Person

Date:

Financial Bid

Financial Offer for Rate Contract of AC's.

Name address Firm	& of	Brand Name of the Item (AC)	Percentage of discount offered on the Company rate /price list. (Please attach dully attested company price list, the price list must clearly mention the specification of the item). Percentage of discount must be mentioned in both figures & words.	Whether the firm will charge any tax on the company price/rate list, if so, please mention the type of tax and percentage of tax applicable.

DECLARATION

- (i) I/We certify that the percentage of discount quoted in the financial offer will be valid for entire period of contract.
- (ii) The enclosed price list will be applicable during the period of contract and I/we will not sell AC's (under rate contract with the University of Kashmir) to any Institution/Department/office in India/J&K at rates lower than offered to University of Kashmir.
- (iii) I /We accept & agree that no increase in price will be allowed during the period of rate contract. However, in the event of downward revision in prices the same will be communicated/passed on to the University of Kashmir immediately.
- (iv) If applicable, the taxes as per the percentage mentioned above will be charged and no other tax will be charged.

Signature & Seal of Authorized Person

**Place:
Date:**