

**DHARMASHASTRA NATIONAL LAW UNIVERSITY,
JABALPUR**

Ref No. 32/DNLU/2018

Dated: 31.07.18

NOTICE INVITING TENDER

The purchase of Water Cooler with inbuilt UV Purification System as per the specification mentioned in the tender document for Academic and Hostel Blocks of Dharmashastra National Law University, Jabalpur is under consideration. Sealed tenders are invited for the supply of 06 numbers of Water Cooler with inbuilt UV Purification System as per the specifications, terms and conditions mentioned in the bid document. The sealed tender complete in all respect addressed to “**Registrar, Dharmashastra National Law University, BRBRAITT, Ridge Road, Jabalpur (M.P.), Email: info@mpdnl.ac.in**” must be submitted latest by **20th August, 2018 before 3:00 P.M.** The tender shall be opened on same day at **3:30 P.M.** The detailed tender document is available in the official website of the DNLU www.mpdnl.ac.in.

REGISTRAR

DHARMASHASTRA NATIONAL LAW UNIVERSITY, JABALPUR

**TENDER DOCUMENT FOR THE PURCHASE OF WATER
COOLER WITH INBUILT UV PURIFICATION SYSTEM**

INVITATION OF THE BID

SCOPE OF THE WORK:

The Registrar, Dharmashastra National Law University, Jabalpur invites sealed bids for the purchase of 06 numbers of Water Cooler with inbuilt UV Purification System as per the specifications at **Chapter-3** from the reputed manufactures (OEM) or their authorized dealers or service providers.

DETAILS OF THE BID:

Sl. No.	Earnest Money Deposit (EMD) (In Rs.)	Cost of Tender Document (in Rs.)	Last Date / Time of Submission	Date and Time of Opening of bid	Time for Completion of the Work
1.	10,000/-	1,000/-	20th August, 2018 before 3:00 PM	20th August, 2018 at 3:30 PM	15 days

The Registrar, Dharmashastra National Law University, Jabalpur (M.P.) reserves the right to accept or reject any or all bids without assigning any reason thereof.

Address for communication:

**The Registrar,
Dharmashastra National Law University, BRBRAITT, Ridge Road,
Jabalpur (M.P.),**

Email: info@mpdnlu.ac.in

Phone: 0761-2602222

BIDDING PROCEDURE

The prescribed tender document consisting of –

(i) Technical Bid along with Earnest Money Deposit of Rs. 10,000/- (Rupees Ten Thousand only) and tender fees of Rs. 1,000/- (Rupees One Thousand only)

(ii) Financial Bid,

sealed in a single envelope, superscribing “***Bid for supply of Water Cooler with inbuilt UV Purification System for DNLU, Jabalpur***” addressed to “**The Registrar, Dharmashastra National Law University, BRBRAITT, Ridge Road, Jabalpur (M.P.)**”

The Bid shall be accompanied by a Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten Thousand only) and tender fees of Rs. 1,000/- (Rupees One Thousand only) in favour of “**Registrar, Dharmashastra National Law University, Jabalpur**” . Bids received without the EMD and tender fees or not fulfilling the prescribed conditions will be summarily rejected and decision of the **Registrar, Dharmashastra National Law University, Jabalpur** in this regard shall be final and binding. **The firms registered under NSIC are exempted from submission of tender fees and EMD.**

Authorized signature of the Tenderer with seal

Note:-

1. Offers received by Fax/Telex/email will be rejected.
2. Incomplete offers are liable to be rejected.
3. The Registrar, DNLU, Jabalpur will have full right to accept or reject any or all bids in part or full, at its absolute discretion without assigning any reason, whatsoever or any notice.
4. If the date of tender submission / opening is declared as holiday then the tender shall be submitted / opened on next working day.

CHAPTER-1

Instructions to Bidders

1. The tender document will form an integral part of the Contract for the supply of Water Cooler with inbuilt UV Purification System.
2. The tender document is to be directly downloaded from the website www.mpdnlu.ac.in . No editing, addition/deletion of the matter is permitted, if such action is observed at any stage, such tenders are liable for outright rejection and **suitable legal action will be taken against the bidder.**
3. Only enclosed formats as provided in original should be used. **All sheets need to be submitted after affixing seal of the Company and signature of the authorized signatory.** Additional sheets, duly authenticated, may be attached to elucidated specifications or clarify the specific issues.
4. The prescribed tender document consisting of (i) Technical Bid along with EMD and tender fees (ii) Financial Bid, sealed in a single envelope superscribing “***Bid for supply of Water Cooler with inbuilt UV Purification System for DNLU, Jabalpur***” is to be submitted at the Dharmashastra National Law University, Jabalpur before due date and time.
5. Tender document should be signed and stamped by the bidder on each page accepting the terms and conditions of the tender.
6. Tenderer has to submit EMD of Rs. 10,000/- (Rupees Ten Thousand only) and tender fees of Rs. 1,000/- (Rupees One Thousand only). Tenders received without EMD and tender fees shall be summarily rejected. The EMD shall be refunded (without interest) after the execution of the bid. The earnest money shall be deposited by means of cross Pay Order/Demand Draft/ Bank Guarantee in favour of “**Registrar, Dharmashastra National Law University, Jabalpur**”. **The tender fees has to be deposited by means of demand draft in favour of “Registrar, Dharmashastra National Law University, Jabalpur”.**

7. The Registrar, Dharmashastra National Law University, Jabalpur reserves the right to forfeit the EMD amount on non-acceptance/non-compliance of offer in full or part or if it is found that tenderer has misrepresented in any way.
8. Water Cooler with inbuilt UV Purification System can be supplied by the manufacturer directly or through their authorized resellers / partners /dealers.
9. The bidder shall quote the prices of items including all taxes, levies or other transportation charges. No price revision/alternative will be allowed after the receipt of the Bid. However, on introduction of new taxes/ levies, the rates shall change in same proportionate.
10. All prices and other information in this regard having a bearing on the price shall be written both in figures and words in the prescribed offer form.
11. Any conditions/terms given in the bid by bidder shall not be binding on the **Dharmashastra National Law University, Jabalpur**. All the terms and conditions for the supply, delivery, payment, warranty, penalty, etc. will be as given herein and no change in any term or condition by the vendors will be acceptable.
12. Canvassing in any form will be viewed seriously and if any Tenderer is found to be resorting to such practice, the Tender of such firm will be rejected.
13. The bidder should quote only for the specific reputed **brands/models** giving details of specifications etc.
14. The cost quoted should include the cost of accessories and other necessary requirements.
15. Against bidders compliance column in technical specifications, only **Yes/No**, as the case may be, should be mentioned.
16. All columns of this bid should be filled. Any additional information should be enclosed separately and referred to in the relevant column of the bid form. **All relevant product literature / catalogues is to be enclosed along with the bid .**

17. Alterations, if any, in the tender document should be attested properly duly signed by the authorized signatory after affixing seal by the vendor, failing which the tender shall be rejected.

CHAPTER-2

CONDITIONS OF CONTRACT

1. Tenderer should have at **least three years of experience** in the sales, service and support of Water Coolers or RO System.
2. Tenderer should have average turnover of minimum Rupees Five Lakh during last three years in the sales, service and support of Water Cooler System or similar type of equipments.
3. Water Cooler with inbuilt UV Purification System as per the specifications need to be delivered and installed at **Dharmashastra National Law University, Jabalpur.**
4. Tenderer should enclose the copies of valid registration of **VAT, PAN No, Service Tax Registration** and other relevant documents as per the tender.
5. The Water Cooler with inbuilt UV Purification System should be of reputed make and should conform to the standard (s) as mentioned in **Chapter-3. Documentary proof** of the same should be attached along with the tender document.
6. In case of any discrepancy between the unit price and the total price, the unit price shall prevail and total price shall be corrected unless it is lower than the sum total of unit prices. If there is any variation between the amount written in figures and words, then the amount whichever is lower shall be taken into consideration.
7. Delivery and installation period: **Maximum 15 days** from the date of receiving the Purchase Order. The installation report should be signed by the Proprietor/Authorised Personnel of the Firm jointly with authorized staff of the University.
8. Successful Tenderer will have to furnish the Contract Form and unconditional Bank Guarantee valid for the period of Three years to the Dharmashastra National Law University, Jabalpur within 15

working days from the date of issue of Purchase Order, failing which the purchase order shall stand cancelled and EMD shall be forfeited.

9. Successful Tenderer will have to adhere to the **delivery schedule** strictly. The Dharmashastra National Law University, Jabalpur reserves the right to cancel the purchase order and forfeit the EMD, if purchase order is not executed within the stipulated time and to place the order with the next successive bidder.
10. **Payment terms:** 100% on successful delivery and installation.
11. The supplier's request for payment shall be made in writing accompanied by relevant document such as proper invoice, delivery challans and successful installation reports duly signed by authorized official of the District Court.
12. **Warranty:-**
 - (a) The Water Cooler to be under three **years free onsite comprehensive warranty support and service** from the date of installation or 60 months free warranty support service from the date of the delivery of the water cooler at site, whichever is earlier, as and when necessary.
 - (b) If Water Cooler with inbuilt UV Purification System remains down beyond 72 working hours, the successful firm will be required to provide a stand-by of the same or higher model, failing which the University shall arrange Water Cooler with inbuilt UV Purification System on rental basis at the rates decided by the Registrar Dharmashastra National Law University, Jabalpur, which shall be final and binding, and the cost thereof shall be adjusted against the security Deposit/Bank Guarantee and any other due payment of the vendor.
 - (c) Warranty period begins from the date of satisfactory installation and commissioning of the Water Cooler with inbuilt UV Purification System.
 - (d) If Water Cooler with inbuilt UV Purification System remains down beyond 72 working hours, penalty @ of Rs. 300/-

(Rupees Three Hundred only) per day per instance shall be imposed on the vendor.

- (e) The successful vendor shall visit each site at least once in every six months to carryout preventive maintenance and cleaning of the Water Cooler with inbuilt UV Purification System. The vendor has to submit the Preventive Maintenance Report duly signed by the user at the end of each year during the Warranty Period. Failing which penalty would be charged from the Bank Guarantee or any other due payment of the vendor.
 - (f) On completion of the warranty period, the security Deposit / performance Bank Guarantee without any interest accrued shall be released after satisfying that proper free warranty support has been provided during warranty period of five years for the Water Cooler with inbuilt UV Purification System. If considered necessary, suitable amount of penalty shall be recovered from the vendor out of their due payments or from their Security Deposit / performance Bank Guarantee or by raising claims, while releasing the Security Deposit / performance Bank Guarantee.
- 13.** Security Deposit (SD) / performance Bank Guarantee (PBG): SD / PBG will be **5%** of the **purchase order value**. The security deposit to be in the form of unconditional Bank Guarantee / FDR of Nationalized Bank/Scheduled Bank valid for the period of five years.
- 14.** The Registrar, Dharmashastra National Law University, Jabalpur reserve the Right to accept or reject any offers without assigning any reason thereof, and to amend the terms and conditions before award of the contract.
- 15.** The vendor has to provide training on operation of Water Cooler with inbuilt UV Purification System to the respective staff of the University.

- 16.** Any disputes arising out of this tender shall be under the Jurisdiction of Court of Jabalpur only.

CHAPTER-3

Technical Bid Details & Technical Specification

S.No.	Minimum Specifications	Parameters	Technical Compliance Yes/ No
1.	Storage capacity	120 liter or above	
2.	Capacity with comfort level water outlet temp at 17°C + 1° at rated condition	80 LPH or equivalent	
3.	Operating power supply	230 + 10% V AC, 50Hz, single phase	
4.	Thermal insulation for storage tank	PUF	
5.	Number of faucets	3	
6.	Number of cold water faucets	2	
7.	Number of normal water faucets	1	
8.	Recommended maximum water flow rate through the faucets in LPM	1.5	
9.	Minimum 3 stages	03	
a.	1 st stage of purification	Sediment filtration	
b.	2 nd stage of purification	Carbon filtration	
c.	3 rd stage of purification	UV filtration	
10.	Number of purifier circuit	3	
11.	Visual controls (LEDs)	Yes	
12.	Cooling on / off switch	Yes	
13.	Operating temperature	15° C to 45° C or above.	
14.	UV system & water cooler operating voltage	180 – 250V	
15.	Minimum water input pressure in Kg/Cm	0.4 or more.	
16.	Maximum water input pressure in Kg/Cm	2.0 or more	
17.	Storage tank material	SS 304/ FSS	
18.	Front panel material	SS 304 / FSS	
19.	Side & back panel material	Pre-coated sheets	
20.	Refrigerant	R22 / R – 134a	

**STATEMENT OF DEVIATIONS FROM TECHNICAL
SPECIFICATIONS**

(Please submit separate sheet for each annexure)

Water Cooler with inbuilt UV Purification System offered:-

Make: _____

Model: _____

LINE ITEM	DESCRIPTION OF ITEM SPECIFICATION WHERE DEVIATING	DEVIATION IN THE OFFER	BRIEF REASON FOR THE DEVIATION

Note: Deviations on the lower side of technical specifications will not be accepted.

Signature of the Bidder
Name
Date
Place

Company Seal

Annexure-I

TECHNO-COMMERCIAL BID

S.No.	Description	Indicate also page number where attached
1.	Name, address & telephone number of the agency/firm	
2.	Name, designation, address & telephone number of authorized person	
3.	Please specify as to whether Tenderer is sole Proprietor/Partnership Firm/Private or Limited Company.	
4.	Name, address & telephone number of Directors/Partners, Fax No., e-mail address.	
5.	Copy of PAN Card issued by Income Tax Department and Copy of previous 3 Financial Year's Income Tax Return.	
6.	Service Tax Registration No. , TIN No. (please enclose copy)	
7.	Original equipment Manufacturer (OEM) certificate / letter to sale the product	
8.	Experience details of 3 years in providing services in Central Government/State Government/Public Sector Undertakings/Autonomous Bodies./ reputed private sector	
9.	Tenderer should have average turnover of minimum Rupees Five Lakh during last three in the sales, service and support of Water Cooler with inbuilt UV Purification System or equivalent type of equipments.	
10.	Details of Bid Security/Earnest Money Deposit: a) Amount: b) Demand Draft/Pay Order / Banker / Bank Guarantee details .: c) Date of issue: d) Name of issuing Bank:	
11.	Tender Fees details (demand draft only)	
12.	Product Brochure with all relevant documents.	

Declaration by the Bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained in the tender document and undertake myself/ourselves to strictly abide by them.

Signature of the Tenderer with Seal

ANNEXURE-II

**BIDDER'S ANNUAL TURNOVER
(Self Declaration)**

_____ (Location)

_____ (Date)

_____ To,
The Registrar,
Dharmashastra National Law University,
Jabalpur

Ref.: _____

Sir,

I/We hereby certify that the average annual turnover of M/s.
_____ (name of the bidder) is not less than Rs.
5,00,000/- (Rupees Five Lakh Only) during the last three financial
years.

Sl No.	Firm	Year - 1	Year - 2	Year - 3
		Amount	Amount	Amount

(Attach Balabnce Sheet)

Yours Sincerely,

(Signature of bidder)

Seal:

CHAPTER – 4

Financial Bid (Price Schedule)

Prices should be quoted in Indian Rupees inclusive of all taxes, installation charges, freight, etc.

Price should be quoted with five years onsite comprehensive warranty and support.

Name of the Bidder: _____

Specify Make: _____

Model: _____

S.No.	Item Description	Unit Price (Rs.)	Excise/ other Duty (Rs.) as applicable	Sales / Service Tax (Rs.) as applicable	Total cost of one Water Cooler with inbuilt UV Purification System (In Rupees)	Approximate Quantity to be purchased	Total Project Cost (in Rupees)
	1	2	3	4	5	6	7=(6*5)
1.	Water Cooler with inbuilt UV Purification System as per specification of the tender document.					6	
2.	Cost for providing & installation of PVC pipe having ISO & ISI standards from water tank to water cooler.					Per running meter	

Total Bid Price in Rs. _____

In words _____

Signature of Bidder with seal _____

Name _____

Business address

Tel. No. & Mobile No.

_____ Email :

Date:

CHAPTER-5
Contract Form

This AGREEMENT made the _____ day of _____, 20__ between the _____ (herein after called the Purchaser) and _____ (herein after called the supplier) _____ (Address)

WHEREAS the Purchaser is desirous _____ (Brief description of goods) and has accepted a bid by the supplier for the supply of those goods and services for the sum of _____ (Contract price in words and figures, herein after called the Contract Price)

Now this agreement witnesses as follows :

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz :
 - (a) The bid forms (Technical and financial) and the Price Schedule submitted by the bidder.
 - (b) The entire tender document.
 - (c) The Purchaser's notification of award.
 - (d) All correspondence in this regard.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the supplier hereby covenants with the Purchaser to provide the goods and services

and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provisions of the goods and 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.

Brief particulars of the goods and services which shall be supplied / provided by the Supplier are as under.

S. No.	Brief Description of goods and services	Quantity to be supplied	Unit Price	Total Price	Delivery Terms

In witness whereof the parties hereto have caused this Agreement to be executed.

For and on behalf of supplier

C E R T I F I C A T E S

WE CERTIFY THAT:

1. We will not LEAK / DISCLOSE any information of High Court and District Court to any other institutions/organizations, bodies and also in the market on the rates less than the prices quoted by us to the High Court.
2. The rate of TAXES / DUTIES mentioned in the tender is in accordance with the provisions of the rules in all respects and the same is payable to the Authorities.
3. The Water Cooler with inbuilt UV Purification System offered shall be of the **best quality** strictly in accordance with the specifications and particulars as detailed in the tender.
4. The information furnished by us in the tender are true and correct to the best of our knowledge and belief.
5. We have read and understood the rules, regulations, terms and conditions of tender as applicable from time to time and agree to abide by them.

Authorized Signatory

(Seal of the Company)