

CHANAKYA NATIONAL LAW UNIVERSITY

Nyaya Nagar, Mithapur, Patna-800001, Phone No: 0612-2352300, Website: <http://cnlu.ac.in>

NIQ No. 43/2023-34

Dated: 19.12.2023

E-TENDER NOTICE FOR SERVICING AND ANNUAL MAINTENANCE CONTRACTS (AMC) OF FIRE FIGHTING INSTALLATIONS AT CNLU, PATNA

Through e-procurement mode only <https://eproc2.bihar.gov.in>

Chanakya National Law University invites E-Tender in two bid system (Technical and Financial) from the reputed bidders for Servicing and Annual Maintenance Contracts (AMC) of Fire Fighting Installations at CNLU, Patna.

1.	Name of the Work	:	Servicing and Annual Maintenance Contracts (AMC) of Fire Fighting Installations at CNLU, Patna.
2.	Estimated Cost	:	NIL
3.	Cost of Document (Non-Refundable)	:	Rs. 500/- (Rs. Five Hundred) Only.
4.	Earnest Money Deposit	:	Rs. 3500- (Rs. Three Thousand Five Hundred) Only.
5.	E-Tender Processing Fee	:	As per Eproc2 website
6.	Time of Completion	:	30 Days
7.	Bid start Date	:	From 19.12.2023
8.	Date of Pre-bid meeting	:	02.01.2024 in the Chamber of Registrar, CNLU, Patna at 03:00 pm.
9.	Last Date & Time for Uploading of bids	:	09.01.2024 till 02:00 pm.
10.	Date & Time of Opening of Technical Bids	:	09.01.2024 at 02:30 pm.
11.	Date & Time of Opening of Financial Bids	:	Will be intimated later
12.	Place of Opening of Bid	:	Registrar's Chamber
13.	Periods of Bids Validity	:	60 days
14.	Officer inviting Bids	:	The Registrar, CNLU, Patna.
15.	For participation in E-tendering proc. The contractor shall have to get themselves registered to get User ID, Password & Digital Signature. This will enable accessing the website https://eproc2.bihar.gov.in & download / Participate in E-Tender.		
16.	The tender document can be obtained through our website https://eproc2.bihar.gov.in & https://www.cnlu.ac.in		
17.	(i) Bid Processing Fee to be paid through online mode i.e., Internet payment gateway (Credit/Debit Card), Net Banking, NEFT/ RTGS. (ii) Bids along with necessary online payments must be submitted through e-procurement portal https://eproc2.bihar.gov.in before the date & time specified in the NIQ. (iii) The department does not take any responsibilities for the delay /Non availability of internet connection, Network Traffic / Holidays or any other reasons.”		
18.	Bid Document cost should be paid as per https://eproc2.bihar.gov.in		
19.	Earnest Money Deposit (EMD) shall have to be paid through e-payment.		
20.	The authority shall have to right to reject the bid without assigning any reason what so ever. For any information department Contact No. 0612-2352300 may be used.		
21.	For queries and clarifications, if any send e-mail to registrar@cnlu.ac.in		
22.	For support related to the e-tendering process, bidders may contact “e-procurement HELP DESK, mjunction services limited RJ Complex, 2 nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. –Shastri Nagar, Patna-800014, Bihar, Contact No. 18005726571.		

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Responsibility of the contractor

- The contractor shall be responsible in all respects for providing services in the assigned places as per the time scheduled strictly as conveyed and duly acknowledged by him/ them at the time of accepting the contract and to be communicated to them from time to time.
- All the equipment's/installations shall always be kept in good and trouble-free operating conditions. All the required record for breakdowns/repairs and maintenance etc. shall be maintained in the form of history books and logbooks etc. as per directions.
- All the maintenance works shall be carried out in accordance with the manufacturer's specifications and instructions of the competent authority of CNLU.

Scope of work

- Maintenance of fire-fighting installations should be conducted at least once in each quarter (starting from the month of January-2024)
- Quarterly maintenance shall be done on the following measures:
 - i) Dusting, ii) Physical Condition, iii) Oiling and greasing, iv) Proper Layout and v) Painting as require.
- Servicing and Maintenance of 3 nos. of electric motors in various capacity.
- Check alignment of pump motors, nuts, bolts, couplings, coupling guard, earthwire, etc.
- Servicing and Maintenance of 4 nos. of Fire Pumps in various capacity.
- Check the pump glands, packing, etc. and replace the damaged gland for packing whenever found damaged or worn out,
- Servicing and Maintenance of 1 no. of Diesel Engine Make: Kirloskar with change a new battery.
- Servicing and Maintenance of 2 nos. of AC & DC Panel.
- Servicing and Maintenance of 4 nos. of Football strainer.
- Servicing and Maintenance of all pressure gauge and pressure switch.
- Servicing and Maintenance of all fire water outlets i.e 85 nos Fire Hydrant head, 05 nos Fire water monitor including their landing valves.
- Servicing and Maintenance of 45 nos. of water sprinkler head and their valves and alarm.
- Welding of earth wire in the Fire Pump house.
- Make sure pump house surface area should free from electric cable and other obstructions.
- Inspect / check entire fire hydrant line for leakage and rectification of leakage, if any.
- Servicing and Maintenance of wet and dry riser cum down comer installed at Boys' hostel, Girls' hostel, Type -I, Type-II, & Type-III.
- Any other job required to be attended during course of checking and to keep the plant in perfectly working conditions

Eligibility

1. The Bidder should submit their Name of the Firm, Address with contact number, FAX, E-mail of the Firm and Firm's Bank Account Details with Bank Name & Address and IFSC / RTGS codes mentioned.
2. The quotationer should be registered under Indian Companies Act 1956 / Partnership Act / Proprietorship firm / Registered under Bihar Shops and Establishment Act 1956. Supporting

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- documents should be annexed along with the technical quotation.
3. The firms participating in the tender must have PAN, GST Registration.
 4. The quotationer should have minimum five years of operational experience in the field of Fire Fighting installation and Maintenance of various make brand. Copies of certificates should be submitted along with technical quotation.
 5. The firm must have experience of having successfully undertaken at least one single work order related to supply of Fire Equipments, valued not less than Rs.2.00 lakh of previous last three years in Government / Education Institution / University / Autonomous organizations or Public Sector Undertakings.
 6. An undertaking duly attested by notary on a non-judicial stamp paper of value Rs. 100/- (Rupees Hundred only) as per Annexure II.
 7. The bidder should submit the copies of IT return of last three financial years.

Terms & Conditions:

1. **Quotationer can quote for the work mentioned in ‘Scope of Work as per annexure - III’**
2. Tender document shall not be acceptable through post, courier or any offline mode. Interested bidders are advised to submit the bid only through our e-Tendering portal.
3. All the day to day work assigned by the Competent Authority of CNLU, Patna should be completed within the stipulated time frame with staff prescribed by the firm.
4. Scanned documents as mentioned in the Eligibility criteria is mandatory. Bidder should upload all the scan of Genuine documents otherwise their technical bid shall be declared non-responsive.
5. **Original document of Affidavit as per Annexure-II should be submitted by bidder during opening of Technical Bid.**
6. Quotationer or their authorized representative shall remain present during the Pre-Bid meeting and at the time of opening of Technical Bid and bidders whose technical quotation is declared responsive shall remain present at the time of opening of Financial Bid.
7. The price will be remain firm and fixed during the pendency of contract. It will not vary on any account whatsoever.
8. EMD Cost: Rs. 3500.00 (Rupees Three Thousand Five Hundred Only) should be submitted through e-payment mode. Scan of the receipt of depository should be uploaded on our e-tendering portal while submitting the bid.
9. Cost of tender fee: Rs. 500.00 (Rupees Five Hundred Only) should be submitted through e-payment mode. Scan of the receipt of depository should be uploaded on our e-tendering portal while submitting the bid.
10. Tender processing fee: As per Eproc2 website.
11. Incomplete bid and bid without genuine documents are liable for rejection. No responsibility will be taken for any type of technical glitch while online submission of bid

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12. Notwithstanding anything to the contrary in this document, the Chanakya National Law University is not to bound to accept **the lowest quotation and reserves the right to accept or reject any quotation**, to reject quotations for some or all items and to cancel the bidding process at any time prior to the award of contract, without assigning any reason whatsoever.
13. Chanakya National Law University reserves the right to withdraw / amend the quotation at any stage without assigning any reason whatsoever.
14. Work shall be done strictly as per scope of work and direction of competent authority of CNLU, Patna.
15. Clarification regarding contents of the quotations: During evaluation and comparison of quotations, the University may, at its discretion, ask the quotationer for clarification of his quotation. The request for clarification will be given in writing and no change in prices or substance of the quotation will be sought, offered or permitted. No post-quotation clarification on the initiative of the quotationer will be entertained.
16. Any Suggestions/Clarifications may be put forth in the pre bid meeting or through written letter / e- mail to registrar@cnlu.ac.in up to 02/01/2024 till 02:00 pm.
17. The Quotationer shall take all precautions to avoid accidents. He / She shall be responsible for all damages, accidents, caused due to negligence. Or otherwise and will be liable to compensate the damage in carried (e.g. Any)
18. Normally first lowest responsive quotationer will be considered for awarded of work. The cost will include the amount of all taxes etc.
19. All the risks of loss of or damage to physical property and of personal injury and death which may arise during and in consequence of the performance of the contract other than the expected risks will be the responsibility of the contractor / firm.
20. The contract initially will be for a period of one year from the date of award notified by CNLU, Patna. However, it can be extended on the same terms & conditions subject to satisfactory work of the contractor for another one year or till the execution of new contract, whichever is earlier. It may come to end any time provided the services are not up to mark. The termination will precede 30 days advance notice to the service provider.
21. The service provider shall replace immediately replace any of its equipment who is found unacceptable to CNLU because of security risk, incompetence, conflict of interest, improper conduct etc. up on receiving a notice from CNLU. No association or trade union activities will be allowed by the manpower supplied by the agency.

Penalty Clause

The successful bidder, has to supply the items, within specified period from the award of the supply order, failing which a penalty of 0.5% of the contract value per day for delay of each day subject to maximum of 10%, would be deducted from the final bill.

Safety Measures

The service provider shall ensure that all safety precautions are properly undertaken during the process of servicing.

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Good behavior and prompt service

The service provider firm shall ensure that the quality of service is courteous and prompt and is in accordance with the laid down specifications. The staff of the Firefighting installation Maintainer should behave proper and in decent way to the students as well as employees of the university.

Payment Terms

- a) No advance payment will be made in any case.
- b) Payment for servicing and maintenance will be released within 30 days after completion of work subject to submission of invoice /bill with all relevant documents like warranty certificates, validity etc.
- c) AMC Payment will be released in two parts :
 - (i) Refilling Cost of Fire Extinguisher.
 - (ii) Quarterly maintenance cost will be released after submission of quarterly maintenance of firefighting installation report.
- d) TDS and any other statutory obligation as applicable on bills as per Government instructions/ notifications issued from time to time shall be applicable and deducted from Service Provider's bills.

Agreement & Performance Security:

- a) Successful bidder shall enter into the agreement on Rs. 1,000.00 (Rupees One Thousand) non judicial stamp paper within Ten (10) working days from the date of work order.
- b) Performance security shall be 5% (Five Percent) of the total agreement value. EMD shall be adjusted in amount of performance security. Successful bidder can deposit amount of performance security after deducting amount of EMD in form of NEFT / RTGS/ DD in favour of Registrar CNLU valid for a period of 60 days beyond the contract liability period of one Year for performance security at the time of agreement.
- c) Performance Security will be refundable after 60 days of successful completion of contract period i.e., One (1) Year.
- d) The EMD shall stand forfeited if a bidder withdraws or amends the bid/tender, or in case successful bidder fails to sign or accept the contract within the stipulated period. No interest will be payable on this amount. The EMD shall also stand forfeited in the event of premature withdrawal of the tender(s) by any of the bidders.

Other Conditions

1. Quotations received after due date & time shall be summarily rejected.
2. Manner of submission of the Quotations: Sealed Quotations Technical & Financial in separate sealed covers should be either dropped in the Quotation Box marked "NIQ No.-43/2023-24 dated-19.12.2023 for Service and maintenance Contract of Firefighting Installation of various type, various capacity and various make or be sent by Post at the address given above so as to reach by the due date and time. Incomplete quotations are liable for rejection. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Quotation documents.

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3. Quotations should be forwarded by Quotationers under their original memo / letter pad.
4. Quotationers are advised to be present in the meeting of Technical Bid and Financial Bid.
5. Quotationers are advised to study all technical and commercial aspects, instructions, terms and specifications carefully in the Quotation document. Failure to furnish all information required in the Quotation Document or submission of a quotation not substantially responsive to the Quotation document in every respect will be at the quotation's risk and may result in the rejection of the quotation. Quotationer may ask for any query / clarification through written request / e-mail (registrar@cnlu.ac.in) up to the date of pre bid meeting.
6. This Quotation document is not transferable.
7. All documents should be signed by proprietor or an authorized signatory of the firm. Original Certificate of authorization should also be attached. Interlineations, corrections, erasures and/or over-writings shall be valid only if initialed by the person or persons signing the quotation.
8. Notwithstanding anything to the contrary in this document, the Chanakya National Law University, Patna is not bound to accept the lowest quotation and reserves the right to accept or reject any quotation, to reject quotations for some or all items and to cancel the quotationing process at any time prior to the award of contract, without assigning any reason whatsoever.
9. This notice is being issued with no financial commitment. The university reserves the right to amend or vary any part thereof at any stage. University also reserves the right to relax terms & conditions of the quotation in the interest of work and withdraw the Quotation, should it become necessary at any stage.
10. Service Label Agreement (SLA): During the warranty period SLA will be applicable as below:

<u>SL No</u>	<u>Services</u>	<u>Time Limit</u>
1.	Service support should be available on all the working days of the Govt.	Sundays and General Holidays are excluded
2.	Time limit for attending complaint.	Within Three Hrs. (excluded Holidays).
3.	If the vendor fails to service the unit.	An amount equivalent to 5% the quoted/ accepted price of the equipment will be charged to the vendor.

11. University reserves the right to withdraw / cancel / amend the quotation at any stage without assigning any reason whatsoever.
12. Quantities of firefighting installations are tentative. It may increase or decrease.
13. Clarification regarding contents of the quotations: During evaluation and comparison of quotations, the university may, at its discretion, ask the quotationer for clarification of his quotation. The request for clarification will be given in writing and no change in prices or substance of the quotation will be sought, offered or permitted. No post-quotation clarification on the initiative of the quotationer will be entertained.
14. Financial Quotations of only those firms will be opened whose Technical Quotations are found responsive.

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15. Rejection of Quotations: Canvassing by the Quotationer in any form, unsolicited letter and post Quotation correction may invoke summary rejection. Conditional Quotations will be rejected.
16. Any Suggestions/Clarifications may be put forth in the pre quotation meeting.
17. The quotationer should adhere with all seriousness to the time schedule provided by the Chanakya National Law University, Patna.
18. The quotationer shall be liable to indemnify the Chanakya National Law University, Patna in all respects and meet and pay off the litigation expenses and all the liabilities including damages, sums etc. arising out of and as a consequence of the negligence, deficiencies, mistakes, lapses, delays etc. in the execution of the various jobs and the services provided.
19. Only original spare parts/ quality approved by the CNLU will be permitted to be used for the maintenance.
20. Those quotationers who are either blacklisted or debarred or against whom FIR has been lodged or whose contract has been rescinded by any Government /PSU or who have failed to execute the awarded work in past three years will not be allowed to participate in this bid process.

21. Quotation Evaluation Process:

A. Evaluation of Technical Quotation:

- Detailed technical evaluation shall be carried out in relation with the conditions in the quotation document to determine the substantial responsiveness of each quotation. For this clause, the substantially responsive quotation is one that conforms to all the eligibility and terms and condition of the quotation without any material deviation.
- The evaluation committee may call the responsive quotationer who comply all Eligibility of the quotation for discussion to facilitate and assess their understanding of the scope of work and its execution.

- B.** It is mandatory for the bidder to qualify all the Technical qualifications (including eligibility criteria) to be responsive and for being considered for opening of their Financial Quotation and evaluation thereof.

22. Dispute if any, will be subject to Patna jurisdiction only.
23. The work order placed is liable to be cancelled at any time if any document submitted by agency is found fake and misleading.

24. Failure and termination

If the performance of the service is not satisfactory, University may take any or all of the actions mentioned hereunder:

1. Recommend cancellation of the contract awarded to the contractor to competent authority and/ or impose reasonable fine.
2. Arrange another service provider from waiting list.

Note: CNLU, Patna shall not be responsible for any loss, damages, etc. suffered by the service provider as result of such termination of contract.

**Registrar
CNLU, Patna**

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Annexure-I

CHECK LIST (SHOULD BE ATTACHED WITH TECHNICAL QUOTATION DOCUMENT)

Sr. No.	Description	Remarks
1.	The Bidder should submit their Name of the Firm, Address with contact number, FAX, E-mail of the Firm and Firm`s Bank Account Details with Bank Name & Address and IFSC / RTGS codes mentioned	
2.	The quotationer should be registered under Indian Companies Act 1956 / Partnership Act / Proprietorship firm / Registered under Bihar Shops and Establishment Act 1956	
3.	The firms participating in the tender must have PAN, GST Registration.	
4.	The quotationer should have minimum five years of operational experience in the field of Fire Fighting installation and Maintenance of various make brand.	
5.	The firm must have experience of having successfully undertaken at least one single work order related to supply of Fire Equipments, valued not less than Rs. 2.00 lakh of previous last three years in Government / Education Institution / University / Autonomous organizations or Public Sector Undertakings.	
6.	An undertaking duly attested by notary on a non-judicial stamp paper of value Rs. 100/- (Rupees Hundred only) as per Annexure II.	
7.	The bidder should submit the copies of IT return of last three financial years	

I / We hereby declare that information furnished above is true and correct and the documents annexed are genuine. Signature of the Quotationer / Authorized Signatory

Name of the Quotationer Seal of the Quotationer

Place:

Date:

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Annexure-II

I / we declare

Declaration by Quotationer on a non-judicial stamp paper of value Rs. 100/-

That my/our company namely

.....has
not

been black listed by any Government / Non-Government Organisation nor should have any litigation enquiry pending and / or initiated by any of these Department or Court of Law with regards to the works executed by our company since incorporation. No FIR has been lodged against us.

that all the terms & conditions , scope of work & eligibility criteria of NIQ No.43/2023-24 dated 19.12.2023 are acceptable to me / us.

that the documents annexed along-with the quotation are genuine and not tampered by me / us while copying. If my / our declaration above found fake or forged then:

- i) my quotation document shall be rejected
- ii) Letter of Intent / Purchase Order / Agreement, if issued, shall be cancelled and
- iii) FIR shall be inflicted against my / our company / firm by the University.

Signature of the Quotationer / Authorized Signatory (Name & Designation) Seal of the Quotationer

Place:

Date:

