

CHANAKYA NATIONAL LAW UNIVERSITY

Nyaya Nagar, Mithapur, Patna-1, Phone No: 0612-2352300, Website: <http://cnlu.ac.in>

NIQ No. 50/2024-25

Date: 22/01/2025.

Through e-procurement mode only https://eproc2.bihar.gov.in			
Chanakya National Law University invites quotations in two bid systems (Technical and Financial) from the reputed service provider for maintenance services of 190 nos. of Air Conditioners of various types (Split, Window & Cassette), capacity and make installed at different places inside CNLU Campus.			
1	Name of the Work		Maintenance service of 190 Nos. Air Conditioner
2	Cost of Document (Non-Refundable)		Rs. 500/- (Rupees five Hundred)
3	Earnest Money Deposit		Rs. 5000/- (Rupees Five Thousand)
4	E-Tender Processing Fee		As per Eproc2 website
5	Bid start Date		22/01/2025
6	Pre-Bid Meeting		29.01.2025 at 01:00 pm
7	Last Date & Time for Uploading of Quotation		till 02:00 pm up to 11/02/2025
8	Date & Time of Opening of Technical Quotation		02:30 pm on 11/02/2025
9	Date & Time of Opening of Financial Quotation		Will be intimated later
10	Place of Opening of Quotation		Registrar's Chamber
11	Periods of Financial Quotation Validity		One year
12	Officer inviting Quotation		The Registrar, CNLU, Patna.
13	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.		
14	The tender document can be obtained through our website https://eproc2.bihar.gov.in and https://www.cnlu.ac.in		
15	(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 responsibility for the delay /Non availability of internet connection, Network Traffic / Holidays or any other reasons.”		

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I. 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 records 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

- service providers shall attend the complaint as and when required during the pendency of contract. services will be available on all working days of university.
- Each indoor & outdoor unit of ACs should be cleaned through Water, Detergent and other cleaning materials.
- Each ACs machine shall be serviced twice during contract period every year as university decides.
- Cleaning of strainers.
- Maintenance of Air Blowers, Fresh Air & Exhaust Air Fans and their Balancing, if required. Observe the operation of all the dampers and make necessary adjustments in linkage and blade orientation for proper operation.
- The gas charging and new compressor installation in AC will be executed by the service provider, if required. Gas and new compressor will be provided by the university.
- Service providers shall remove the AC from the installation place and hand it over to the competent authority of CNLU, if it becomes malfunctioned due to any reason. Removal will take place after the written order of competent authority of CNLU. No charges will be paid by the University for such removal.

II. Eligibility

- Service Provider having documents mentioned Annexure- I is eligible to participate in this NIQ.
- 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 the past three years will not be allowed to participate in this bid process.

III. Penalty

Non-compliance with terms and conditions may entail imposition of penalty on the service provider. The penalty amount would be decided by the University in consultation with the concerned service providers, as and when necessary. Repeated offense may result in forfeiture of security deposit and termination of assignment / contract.

IV. Safety Measures

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

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V. **Good behaviour 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 AC Maintainer should behave properly and in a decent way to the students as well as employees of the university.

VI. **Arbitration**

Any dispute arising out of this contract shall be referred to the Vice- Chancellor, CNLU, Patna whose decision will be final and binding for both the parties.

Payment

VII. Payment will be disbursed according to the following schedule, contingent upon the submission of satisfactory performance report by the competent authority at CNLU. An initial 50% of the total payment will be made subsequent to the satisfactory completion of the first service of all units.

VIII. The subsequent 50% will be disbursed after receiving a satisfactory performance report by the end of contract period.

IX. All payments are subject to statutory deductions as and when applicable.

X. **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.-50/2024-25 dated-22.01.2025 for March to October Service Contract of AIR Conditioner 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.
3. Quotations should be forwarded by Quotationers under their original memo / letter pad.
4. Quotationers are advised to be present in the meeting of Pre-Bid, 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 (till 01.00 pm upto 29.01.2025).
6. This Quotation document is not transferable.
7. All documents should be signed by the proprietor or an authorised signatory of the firm. Original Certificate of authorisation should also be attached. Interlineations, corrections, erasures and/or over-writings shall be valid only if initiated by the person or persons signing the quotation.

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- 8.** Quotationers should attach copy of Firm registration, copy of certificate of GST registration, PAN Card in the name of firm or proprietor, Financial Statements, as per checklist annexed vide Annexure-I, Declaration vide Annexure-II, DD of Cost of Document and DD of EMD in Technical Quotation envelope.
- 9.** Tenders received without EMD or with EMD amount less than the amount specified shall not be considered.
- 10.** Notwithstanding anything to the contrary in this document, the Chanakya National Law University 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.
- 11.** 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.
- 12.** University reserves the right to withdraw / cancel / amend the quotation at any stage without assigning any reason whatsoever.
- 13.** Quantities of ACs are tentative. It may increase or decrease.
- 14.** 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.
- 15.** Financial Quotations of only those firms will be opened whose Technical Quotations are found responsive.
- 16.** 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.
- 17.** Any Suggestions/Clarifications may be put forth in the pre quotation meeting.
- 18.** The quotationer should adhere with all seriousness to the time schedule provided by the Chanakya National Law University, Patna.
- 19.** 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.
- 20.** The contract initially will be for a period of one year from the date of work order. 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

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time provided the services are not up to mark. The termination will precede 30 days advance notice to the service provider.

21. The new air conditioners installed, and which are under warranty period presently will not come under the purview of this contract immediately on awarding of AMC. The details of such Air conditioners presently existing will be provided during awarding of the works.
22. Only original spare parts/ quality approved by the CNLU will be permitted to be used for the maintenance during the AMC period.

23. 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 conditions of the quotation without any material deviation.
- The evaluation committee may call the responsive quotationer who complies with 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.

24. Dispute if any, will be subject to Patna jurisdiction only.

25. The work order placed is liable to be cancelled at any time if any document submitted by the agency is found fake and misleading.

26. Amendment of Quotation Document.

- 26.1 At any time prior to the last date for receipt of quotations, the client may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Quotationer, modify the Quotation Document by an amendment.
- 26.2 The amendment will be notified through the official website of Chanakya National Law University for all the prospective Quotationers.
- 26.3 In order to afford prospective quotationer reasonable time in which to take the amendment into account in preparing their quotations, the Client may, at its discretion, extend the last date for the receipt of the Quotations.

27. The selected quotationer will have to enter into agreement within 10 days from the date of issue of work order. The Earnest Money Deposit of successful quotationer will form part of the initial security deposit. Balance 5% of bill amount is deducted against performance security. The firm will

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have to deposit a sum of. If agreement is not signed within a stipulated period earnest money may be forfeited. Performance security will be refundable after 60 days from completion of maintenance period. Usual TDS will be deducted from running on account bills.

28. Quantity of ACs is tentative. Payment of this item will be made on actual quantity serviced.

29. Copy of work order, its satisfactory performance certificate and copy of invoice as a proof of commercial transaction should be attached with technical quotation.

XI. Failure and termination

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

1. Recommend cancellation of the contract awarded to the contractor to competent authority and/ or impose a reasonable fine.
2. Arrange another service provider from the 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.	<u>Description</u>	<u>Remarks</u>
1.	Copy of Document of Company Registration.	
2.	Address with contact number, E-mail of the Firm	
3.	Attach copy of PAN card	
4.	Address of local office for after sales service in Patna	
5.	Attach copy of GST Registration Certificate	
6.	Firm`s Bank Account Details with Bank Name, Address and IFSC / RTGS codes	
7.	Copy of Authorization of service centre from any of the reputed AC OEM	
8.	At least one copy of work orders / agreements of AC maintenance work during the last three financial years in reputed Institutes of Higher Learning / Indian Universities / Central or State Government Organizations / Professional bodies.	
9.	Copy of IT return of financial year (from 2021-22 to 2023-24)	
10.	Affidavit related to litigation history as per Annexure-II on Rs. One Hundred Non-Judicial Stamp Paper	

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 & Signature of the Quotaioner with Designation

Seal of the Quotationer

Place

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Annexure-II

Declaration by Quotationer

I / we declare

that

my / our company
namely.....

..... has not been black listed by any Government / Semi 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 the documents annexed along-with the quotation are genuine and not tampered by me / us while copying.

that

I / We examined the tender document and have no reservations and I / We agreed with all the terms & conditions of NIQ no.- _____ dated _____. 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 canceled 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

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Annexure-III

Financial Quotation

(To be printed on Letter Head of Quotationer)

SI. No	Description of work	Quantity	Unit rate per AC service and Maintenance Charge with GST (March to Sept of Every Year)	Total amount for A C service and Maintenance Charge with GST (March to Sept of Every Year)
1.	1.0-ton Split Air Conditioner	31 pcs		
2.	1.5-ton split Air Conditioner	28 pcs		
3.	2.0-ton Split Air Conditioner	110 pcs		
4.	1.5-ton Window Air Conditioner	07 pcs		
5.	2.0-ton Cassette Air Conditioner	14 pcs		
Total Amount with GST in figure				
Total Amount with GST in words				

Name

(Signature of the Quotationer)

Official seal/ stamp

Date

Place

**Registrar
CNLU, Patna**

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Monthly/Quarterly Call Report Register

Sr. No.	Call login date/ time	Reported by/ user name	Problem Encounte r	Call Attended by	Problem diagnosed	Call cleared date/ time	Users remarks/ signature

Signature of Authorized person of
the Firm/Agency with stamp