

TENDER CALL NOTICE

No. NLUO/ADMIN//23

Dt. 14-07-2023

1. The **Registrar, National Law University Odisha, Cuttack** invites sealed item rate Tenders under "TWO BID SYSTEM" from reputed suppliers for the following work.

Name of the Work: Supply of Furniture and Fixtures for the new Library at NLUO, Cuttack

EMD	₹.14,77,000.00/-
Time of Completion	As mentioned in the work order/LOI.
Date of publication of tender notification on official web site and news papers	21.07.2023
Last date & time of receipt of Tender	31-07-23, at 11.00 AM
Date & time of opening of Technical Bids	31-07-23, at 11.15 AM
Date & time of opening of Financial Bids	Will be intimated to the technically qualified tenders
NOTE: This tender document contains 33 pages (total no. of pages including annexure) and tenderers are requested to sign on all pages.	

2. NOTICE INVITING TENDER

The National Law University, Odisha, Cuttack invites sealed tenders under "TWO BID SYSTEM" from reputed suppliers of good standards for selection of a supplier for the purpose of supplying furniture items at National Law University ,Cuttack The details of the tender are given below:-

a. Description of Services: selection of a supplier for the purpose of supplying furniture items at National Law University, Cuttack Closing date & time for submission of bids: 31-07-23, at 11.00 AM

b. Date & time of opening of Bid:

i. Technical bid: 31-07-23, at 11.15 AM (in presence of the tenderers or their authorized representatives.

ii. Financial bid: After evaluation of Technical Bid

iii. Bid validity up to: 30 days from the date of opening of financial bid

c. Correspondence Address: Registrar National Law University, Odisha, Cuttack

"TWO BIDS SYSTEM" shall be followed for this tender. Tenderer should take due care to submit the tender in accordance with requirement in sealed covers. Bids received shall be evaluated as per the Criteria prescribed in the tender document. NLUO will not entertain any modifications subsequent to opening of bids and bids not conforming to tender conditions shall be liable to be rejected. Therefore, bidders are advised to submit their bids complete in all respects as per requirement of tender document specifying their acceptance to all the clauses of Bid Evaluation Criteria, General terms and conditions and compliance to the Scope of Work requirement etc. Tender documents for supply of furniture items can be obtained from office of the Procurement Officer from 18.07.2023 on all working days between 10 A.M. to 4 P.M. on payment of a non-refundable cost of Tender of Rs500/- which shall be payable in the form of a Demand Draft drawn in favour of National Law University ,Odisha, Cuttack. The tender document is not transferable to any other person. The tender document can also be downloaded from the official website www.nluo.ac.in of National Law University ,Cuttack. The tenderer who have downloaded the tender document from the website should send a Demand Draft of Rs.500/- (non refundable) drawn in favour of Registrar, National Law University ,Cuttack towards the cost of tender document in Technical cum Financial Bid. The tender fee and the EMD draft should be kept in the Technical Bid Cover. The Technical bid and the financial bid should be sealed by the tenderer in separate covers duly super scribed as "Technical Bid" and "Financial Bid" respectively. Both these sealed covers should then be kept in a bigger cover which should also be sealed & duly super scribed as "**Tender for Supplying Furniture Items at National Law University, Odisha, Cuttack**".

3. INSTRUCTIONS TO TENDERERS: The tenderers are requested to follow the below mentioned instructions:

1. Offers on original tender document will only be considered. Offers submitted by fax/email or in any manner other than specified above shall not be considered. The bids shall exactly be according to the prescribed formats. Modifications/Rewording of formats shall not be acceptable.

2. All documentations are required to be in English.

3. Tender should be filled with neat legible and correct entries. Indistinct figures, erasures and alterations are not permitted in the tender.

4. Failure to comply with these conditions will result in forfeiting of the tender. Please cross out any mistakes and rewrite the same and counter sign.

5. Incomplete tenders, amendments and additions to tender after opening and tenders submitted after due date shall liable to be ignored.

6. Cost involved in submitting the bids, attending the tender opening meeting, arrangements for the demonstration /presentation etc. shall be borne by the bidder.

7. Tender shall be accompanied by the relevant documents including the following:-

a) A client list for the Furniture's quoted for & supplied by them for the last 2 to 5 years

b) Total turnover of the bidder for last 2 years must be Rs.10 crores (supporting document should be submitted) and Original Equipment Manufacturer (OEM) must have more than 200 crores turn over for the last two years (supporting documents to be submitted). The OEM shall be liable for any failure of execution of the work order.

c) Copy of PAN of the company/firm.

d) Authorization letter of the Original Equipment Manufacturer must be furnished by the bidder.

e) The catalogue/Brochure for the Furniture quoted by the vendors should be enclosed along with technical bid.

f) They should be registered for GST and Income Tax Return copies for last three. Tenderer will have to produce all these original documents at any time demanded by the Institute.

g) Bidder must demonstrate at the client site for verification of specifications mentioned against the items in annexure-I. There should not be any risk and cost to NLUO, Cuttack. This shall be done prior to issue of work order.

h) Factory inspection shall be made by inspector nominated by NLUO in accordance to approve the test documents. Travel, boarding and lodging expenses shall either be borne by the bidder or the OEM for the nominated inspectors. Factory inspection shall be done prior to issue of work order.

8. No tenderer shall be allowed to withdraw the tender rates after opening of the tender. If any tenderer withdraws the rates the EMD amount deposited by him shall be forfeited and he shall be disqualified from participating in any future tender of the Institute.

9. No interest shall be paid on the EMD and the EMD shall be forfeited in case the selected/successful bidder does not accept the W.O. or unable to supply goods.

10. Rates should be offered unconditionally and if rates are submitted with any condition the tender shall be rejected.

11. Furniture will be supplied with at least 1 year warranty/guarantee from the date of verification & acceptance by National Law University, Odisha. However for the Furniture made of Iron/Steel, the same should be of 3 to 5 years.

12. The defective Furniture's shall be replaced by the bidder without any additional charge during guarantee period of supplied Furniture's. The replacement shall have to be carried out within 7 days of the intimation being received from the Institute.

13. Tenderer shall have to quote item wise rates, consolidated rates shall not be considered and tender shall be liable to be rejected out rightly.

14. National Law University ,Odisha, Cuttack reserves the right to change the quantity/ upgrade the criteria/ drop any item or part thereof/extension of delivery date at any time before placing the purchase order.

4. TERMS AND CONDITIONS:

a) Validity of the Offer: The offer should be valid for three months from the - date of opening of Financial Bid; it can be further extended for the period of three months.

b) Right of Acceptance: National Law University , Odisha, Cuttack does not bind itself to accept the lowest tender. Even after qualifying in technical bid, the financial bid may not be accepted if found not in order at the sole discretion of NLUO.

c) Delivery: The Furniture items should be delivered, placed, installed and commissioned at National Law University, Odisha, Cuttack within a period of maximum four weeks from date of issue of letter of award. If the tenderer fails to supply the ordered quantity within the stipulated time period/ supplies sub-standard item, liquidated damages equivalent to 1% (one percent) of contract/bill value shall be charged per week and deducted from the bills of the contractor subject to maximum of 10% of contract/bill value.

d) Responsibilities: The furniture items supplied should be brand new furniture and should be installed/commissioned at the new library of National Law University, Odisha, Cuttack at no extra cost. National Law University, Odisha, Cuttack is not bound to provide any mode of transport in respect of men or material required for the contract.

e) Prices: The vendors are required to quote as per "Annexure B" (Financial Bid). The Bidder shall quote the rates in figures as well as words. The figures should be clearly written and there should be no overwriting. The rates quoted shall include the cost of material, labour, T&P etc, as required for the completion of work. The quoted rates shall be inclusive of all taxes, duties, except Goods and Service Tax (GST) etc. as applicable and no extra shall be payable on this account.

f) Payment Terms: No payment shall be made in advance. Payment will be made as per details below: On Delivery, installation and commissioning. 90 % on satisfactory certification by concerned department: 10% TDS as per rule shall be deducted from the bills of the contractor. The agency must enclose copy of PAN supported by copy of PAN Card of the company.

g) Signing of Tender: The individual signing the tender (or the documents in connection with it) must specify whether he/she is signing as:

1. A sole proprietor of the firm, or constituted attorney of such a proprietor.
2. A partner of the firm, if it be a partnership, in which case he/she must have the authority to refer to arbitration, disputes if any, concerning the business of the partnership. Either by virtue of the partnership agreement or power of attorney.
3. Authorized signatory of the firm, if it is a company (a letter of the authority in this respect must be enclosed along with the bid).
4. A person signing the tender form or any part thereof, on behalf of another, shall be deemed to warrant that he/she has the authority to bind the other and if on inquiry it appears that the person so signing has no authority do to so, National Law University, Odisha, Cuttack may without prejudice to other Civil and Criminal remedies, cancel the contract and hold the signatory liable for all costs and damages. Each page of the tender form, agreement for purchase and agreement for Supply, Installation and Commissioning should be signed and stamped for the purpose of the tender offer.

h) General: National Law University, Odisha, Cuttack reserves the right for any reduction/increase in the scope of work and the same shall be awarded to the vendor at the same Unit Rate mentioned in their bid.

i) Jurisdiction: In the event of any dispute or differences between the National Law University Odisha and the bidder, arising out of non-supply of material or goods, not found as per specifications or any other cause whatsoever relating to the supply or purchase order, before or after the supply has been executed, shall be referred to the Vice-Chancellor, National Law University Odisha, Cuttack who may decide the matter himself or may appoint Arbitrator under the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties. All disputes shall be subject to jurisdiction of courts at Odisha only.

The National Law University Odisha, Cuttack reserves the right to reject any/all prospective application at any time without assigning any reason thereof.

For any clarification please contact: Shri Kallola Kumar Patanik, Assistant Registrar, National Law University Odisha, Kathajodi Campus, SEC-13,CDA, Cuttack – 753015, Odisha (India),Tel.No. +91 671 2338018 extn 5009.Email: ar.establishment@nluo.ac.in

Sd/-
Registrar, NLUO

FORM FOR DETAILED INFORMATION BY BIDDER

Name of Firm/Contractor/Supplier	:
Complete Address for Communication	:
Name of Proprietor/Partner/Managing Director/Director	:
Contact Number	:
E-Mail ID	:
Whether the firm is a registered Firm (Yes/No. Attach Copy of Certificate)	:
PAN (Attach Copy of Certificate)	:
GST (Attach Copy of Certificate)	:
Details of paper cost	:
Details of EMD	
<u>BANK DETAILS</u>	
Name of the Bank	÷
Name of the branch	÷
Account Type	÷
Account Number	÷
Account Holder's Name	÷
IFSC code	:
Any other information, if necessary.	:

(Authorized Signature of
the Bidder with Seal)

ANNEXURE-I

NOTE:-Bidders are required to quote against each item legibly and arrive at the total cost of work. All pages should be duly signed by the bidder failing which the bid may be rejected. In case of ambiguity in rate quoted & amount mentioned, lowest among them will only be considered.

SIGNATURE OF BIDDER WITH STAMP