

GUJARAT NATIONAL LAW UNIVERSITY

(Established Under Gujarat Act No.: 09 of 2003)

Tender Notice No: PC- 09/2019



Gujarat National Law University

NOTICE INVITING Tender For Auction of Disposal/Sale of Treated Fresh Air System (3rd Attempt)

Gujarat National Law University

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Tender Notice No: PC-09/2019 Dated: 02nd May, 2019

Tender For Auction of Disposal/Sale of Treated Fresh Air System (3rd Attempt)

Sealed bids are invited, from firms with proven track record, for Auction for Disposal/Sale of Air Handling Unit (AHU) and Out Door Unit (ODU) installed at the University campus. Interested agencies may visit our website <https://gnlu.ac.in/GNLU/Tender> for tender specifications, terms & conditions. Last date for submission of tender is 24th May, 2019.

Tender documents may be downloaded from <https://gnlu.ac.in/GNLU/Tender> by any interested eligible bidders/repute agencies/ proprietors/firms. The prescribed non-refundable Tender fee, as mentioned in the Tender document, should be sent with your offer by DD in favor of "Gujarat National Law University", payable at Ahmedabad". Any subsequent amendments in the Tender documents will be available on above mentioned website.

Duly filled-in Tender documents may be submitted to the Office of the Registrar, Gujarat National Law University, Attalika Avenue, Knowledge Corridor, Koba, Gandhinagar 382 426, Gujarat, India by speed post/RPAD or by hand, on or before 24th May, 2019 up to 05:00 PM.



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Tender Notice No: PC-09/2019 Dated: 02nd May, 2019 **Tender For Auction of Disposal/Sale of Treated Fresh Air System (3rd Attempt)**

Scaled bids are invited for Auction of Disposal/Sale of Treated Fresh Air (TFA) Unit installed at the University.

- 1) **Name of the work:** Auction for Disposal/Sale of Treated Fresh Air (TFA) Unit
- 2) **Earnest Money Deposit*:** ₹ 10,000/-
- 3) **Tender Fee*:** ₹ 1000/- (non-refundable)
* only by Demand Draft in favour of Gujarat National Law University payable at Ahmedabad.
- 4) **Last date for receipt of Tender:** Friday, 24th May, 2019.
- 5) **Date of opening of Tender:** The technical bid will be evaluated first and price bids will be opened only in respect of those agencies, who are found technically qualified after evaluation of Technical bids. **Please provide legible phone number and email ID on the big envelop and same will be used to inform date of opening of Technical/Financial bids.**
- 6) **Details of the Treated Fresh Air System (AHU-Ethos/Citizen, DX-Carrier)**

Treated Fresh Air Unit complete with microprocessor panel board as per specs.

Sr.	Particulars	Quantity
A	TFA-1650cfm 6 row coil with 50mm static pressure connected to 1X5.5 TR Condensing Units.	2
B	TFA-1550cfm 6 row coil with 50mm static pressure connected to 1X8.5 TR Condensing Units.	5
C	TFA-1000 cfm 6 row coil with 50mm static pressure connected to 1X5.0 TR Condensing Units.	9
D	TFA-500 cfm 6 row coil with 50 mm static pressure connected to 1X3.0 TR Condensing Units.	2

TERMS & CONDITIONS FOR SALE OF TFA UNIT BY TENDER CUM AUCTION

1. The person interested in bidding shall have to submit the tender application in the prescribed form to the Registrar, GNLU before closing date of the tender.
2. The application tender should be in closed cover with the **name of the tenderer superscribing: Auction for TFA Unit written on the envelope**. The application shall be received during the office hours only.
3. The bids will be opened at the venue/date/time communicated and will be followed by auction.
4. **The application should accompany the prescribed amount of EMD and Application Fee while submitting the tender.**
5. Only the persons who have submitted their tender in the prescribed form along with EMD and Application Fee shall be eligible to participate in the auction.
6. **The sale of tender cum auction will commence on the communicated date.**
7. Only the persons who have submitted tender will be admitted to the venue of auction. All the applicants have to attend the auction in person.
8. If under exceptional circumstances if any person having submitted his tender is not able to attend the auction, he can depute his proxy/representative along with a letter addressed to the Registrar, GNLU attesting his signature and confirming his/her identity.
9. The University reserves the right to accept or reject the highest tender received or bid made without assigning any reason thereof.
10. The successful bidders shall have to remit/pay 20% of the accepted bid amount (EMD can be reckoned) immediately on acceptance of the bid by the University and the balance amount shall be paid within 15 days of acceptance of the bid by the University. The EMD of the highest bidder, who fails to comply with this condition, shall be fully forfeited.
11. If University has not received any tender and if it is not acceptable to the University or has received only one tender, the University shall be competent to sell the TFA Unit by auction at the very venue. The University reserves the right to allow the bidders; if there are any other bidder/bidders willing to bid is ready to tender, submit EMD then and there before the commencement of the tendered amount by the University.
12. Sales tax or any other tax GST or other tax, if any, in respect of the TFA Unit, shall be payable by the successful bidders and the University will not entertain any claim whatsoever in this respect.
13. The TFA Unit are being sold in “as is where is” condition.
14. The person/firm or whoever is participating in the auction that will follow after the opening of the sealed tenders, will have to affix his signature in the bid sheet in token of his participation in the auction.

15. The decision of the auction Committee/Director, GNLU is final, in case of disputes of any nature, arising during the auction.
16. EMD of all the unsuccessful bidders, except the two highest bidders, will be returned on the spot after the tenders are opened/after auction.
17. The auctioned TFA Unit should be removed within 15 days from the date of acceptance of the final bid. The TFA Units are currently installed at the terrace of GNLU Admin Building. The uninstallation of the TFA Units and loading/unloading of the said units shall remain in the scope of the successful bidder. The successful bidder shall have to seal/close the duct properly. If not the auction shall be cancelled and the EMD & 20% advance paid shall be forfeited. The auctioned TFA Unit shall be allowed to be taken only after proper approval of the Registrar, GNLU and after making the full payment.
18. If the amount quoted in the tender is unsatisfactory to the University, auction of TFA Unit will not arise.
19. Transportation charges to be borne by the successful bidder.
20. The Treated Fresh Air Unit complete with microprocessor panel board as per specs “as is where condition”. The TFA Units are available for inspection at the University address between 10:00 hrs to 16:00 hrs on any working day.
21. The details of Treated Fresh Air System is as under :

Sr. No.	Type	Upset Value (₹)	Location of System
1	2	3	4
1	Treated Fresh Air System	04,50,000/-	On terrace of Administrative Building

22. Interpretation: The successful bidder shall be hereinafter referred to as the Buyer/purchaser. The auction documents consists of Schedule of items, General terms and conditions of Sale (GTC) which are all integral part of the terms and conditions of Sale by auction.
23. **Earnest money deposit (EMD)**
 In case offer is accepted as per the payment terms stipulated in this GTC, the EMD deposited by such tenderer/bidder against accepted offer shall be automatically converted into Security Deposit (SD), while issuing offer letter/sale acceptance letter/ sale order by Gujarat National Law University (GNLU). In case, the offer is accepted and the tenderer(s)/Buyer(s) refuse(s)/fail(s) to make further financial arrangements towards the full value of materials and/or taxes/duties and/or other financial arrangements as stipulated time limit as per GTC of the auction, the SD obtained on conversion of EMD against the particular accepted bid shall be forfeited without prejudice to the rights of Gujarat National Law University (GNLU) to claim such further damages in this regard without further reference to the tenderer(s) buyer(s). In case, the tenderer(s) wish(s) to withdraw his offer before the expiry of the validity period of the offer, then EMD shall be forfeited without further reference to the bidder.

In order to afford reasonable protection to the interests of the tenderers, the tenderers MUST legibly indicate in the appropriate space provided for in the tender dislodge box, and the name of Gujarat National Law University (GNLU) for of refunding the EMDs/SDs of the tenderers. Wherever applicable GNLU shall not be responsible in any way whatsoever for any loss and/or delay and miscarriage/misplacement of such refund cheque in transit which will normally be sent to the tenderers under registered post/certificate.

24. Treated Fresh Air System will be sold on “As is where is” “No compliant basis” in so far as physical condition of the same is concerned. The tenderer(s) will therefore be deemed to have made themselves aware of the physical conditions, dimensions, size, weight, working conditions etc. by inspecting the materials before submitting their offer and no compliant nor any claim in this regard will be entertained by GNLU after the submission of the offer.
25. Gujarat National Law University (GNLU) reserves the rights to accept or withdraw from sale the material offered for sale in full or part thereof prior to or after the acceptance of the tender without assigning any reason whatsoever.
26. It is presumed that bidder have submitted their bids after thorough inspection and after knowing what they are buying and no complain whatsoever in this regard will be entertained.
27. The bidder whose offer is accepted, will have to pay 25 % of the amount by Demand Draft (DD) or banker cheque drawn on the name of Gujarat National Law University (GNLU) payable @ Ahmedabad of the quoted bid in addition to the EMD paid with his offer within 5 working days from the date of opening of auction, failing which the EMD paid will be forfeited.

Remaining 75 % amount of the accepted bid along with GST will have to be paid in the office of the Gujarat National Law University (GNLU) within 30 days from the date of receipt of acceptance letter. The remaining payment is to be made in form of demand draft or bankers cheque drawn on the name of Gujarat National Law University (GNLU) payable @ Ahmedabad and should collect the sale release order. (If the payment is not made within the stipulated period, compensation at the rate of zero point one percent (0.1 %) i.e. ₹ 1.00 per ₹ 1000/- per day of the remaining sale value have to be paid otherwise the 25 % of the amount paid will be forfeited. In no case late payment with penalty will be accepted later than 45 days from the date of auction. The amount of GST will be received first at the time of depositing 75 % amount by the bidder.

In case of dispute of the date of receipt of acceptance letter the date of dispatch plus three working days will be considered as date of receipt of acceptance letter by bidder (if send by Speed post).

28. The bidder whose offer bid is not accepted by the authority the EMD will be refunded only after the auction acceptance procedure is complete. Without any “interest” or “compensation”.
29. No payment of sale value will be accepted without the payment of due GST tax as applicable and the submission of declaration Form, as the case may be.
30. The validity of offer will remain in force for 90 days from the date of opening the auction.
31. The accepted bid of Treated Fresh Air System will have to be removed by the buyer within 45 days from the date of receipt of the sale release order. If the system is not removed within the stipulated period compensation at the rate of zero point one percent (0.1%) i.e. ₹ 1.00 (One per ₹. 1000/- per day of the sale value of un-removed articles, shall have to be paid. However the total penalty shall be limited to 10 % of the un-removed system. However such extension for late

clearance of system shall not be granted for more than 90 days from the date of sale release order. If the Treated Fresh Air System is not lifted from the University premises within the said period then the total amount paid will be forfeited and thereafter the bidder will not be entitled to claim either refund of this amount nor the delivery of un-lifted system.

In case of dispute for the date of receipt of sale release order the date of dispatch plus five working days will be considered as the date of receipt of sale release order. (If send by Speed post).

32. All taxes including GST or other levies entailing on the transaction under any provincial, local or central statute in force for the time being or enforced hereafter, having its impact on the transaction, will be to buyer's account and shall be deposited by the buyer along with cost of the materials.
33. Whatever statutory rate of excise duty, GST, other levies etc. if any, is/are assessed and made applicable on the date of actual lifting of materials shall be paid/payable by the buyer(s). Any State/Central Duties and/or taxes indicated in the tender catalogue and/or Gujarat National Law University (GNLU)'s. Sales acceptance letter/sale order/delivery order or any other letter/correspondence of Gujarat National Law University (GNLU) will be only indicative and any error in same will not be accepted as an excuse from the buyer in this regard.
34. The buyer(s) will be responsible to comply with provisions of central and state taxes & duties orders/instructions issued in this behalf by the appropriate authority.
35. In the event of dispute with regard to excise duty and central excise authorities levying any additional charges, such duty/charges shall be payable by the buyer(s). Any penalty imposed by the excise authorities for non-observance of excise procedure by the buyer(s) shall also be borne by them.
36. If any damage or loss is caused to the men, materials or property of the Gujarat National Law University (GNLU) or even if any claim arises either against Gujarat National Law University (GNLU) by reason of any act or commission or negligence on the part of the buyer or on the part of their agents, representatives or employees Gujarat National Law University (GNLU) shall be entitled to recover such losses or damages or claim as may be ascertained by Gujarat National Law University (GNLU). (which ascertainment shall be final and binding on the buyer) from any amount due to the buyer including the advances made/to be made by the buyer as the earnest money/security deposit (as the case may be) without prejudice to Gujarat National Law University (GNLU)'s rights to take further action under the contract as well as recover such losses, damages or claim from any other money due or becoming due under transaction with Gujarat National Law University (GNLU) or from the buyer directly.
37. The purchaser will have to make his own arrangement for transportation of the System purchased by him. The cutting and dismantling will not be allowed in the University premises for this purpose. The purchaser will not be entitled to claim any facility from University.
38. The Gujarat National Law University (GNLU) shall allow a reasonable number of the buyer's authorized representatives/workmen/trucks at the sole discretion of the Gujarat National Law University (GNLU) for entering into the works site for the purpose of removal and transportation of the system. The Gujarat National Law University (GNLU) shall have the right to ban entry of any buyer's representatives, workers, trucks at the sole discretion of the Gujarat National Law University (GNLU) without assigning any reason.

39. The buyer(s) will have to fulfill the relevant provision of safety and security rules of the Gujarat National Law University (GNLU) as well as the state/central Government and shall have to be governed by the rules under the factories act and other statutory Act/Law/Rule prevailing from time to time in respect of themselves and their representatives, workmen and equipments. The buyer(s) shall provide safety equipments and appliances to their workmen at their own cost.
40. The buyer(s) shall be fully responsible for the acts of their representatives/ workers and shall fully indemnify Gujarat National Law University (GNLU) for losses or damages if any sustained by Gujarat National Law University (GNLU). Gujarat National Law University (GNLU) will not be responsible for any claim from Labour employed by the buyer(s) shall wholly and fully be responsible for such claims for compensation either for accident or injury/death or damage caused to their employees/transport or to any of the Gujarat National Law University (GNLU)'s employees or to others or to the Gujarat National Law University (GNLU)'s property during the operate on of the buyer(s).
41. The buyer or any of their representatives/workers/agents shall not indulge in any activity which is directly or indirectly prejudicial to University interest or shall not commit any acts of misappropriation, pilferage or abetting misappropriation of Gujarat National Law University (GNLU) property or any attempt thereof offer or attempt to offer illegal gratification including offering bribe, reward or advantage etc. pecuniary or otherwise to any officer or employee of Gujarat National Law University (GNLU) indulge in any malpractice, namely but not limited to, forgery, falsification or fabrication of documents, bills, vouchers, indents, etc. in support of any claim against Gujarat National Law University (GNLU) or indulge in any other act which amounts to offences punishable under the Indian Penal Code or any other enactment.
42. **Force Majeure:** Gujarat National Law University (GNLU) shall not be liable for any failure or delay in performance due to any cause beyond their control including fires, floods, strikes, go-slow, lock out, closure, pestilence, dispute with staff, dislocation of normal working conditions, war riots, epidemics, political upheavals, Government action, Civil commotion, breakdown of machinery, shortage of Labour, Acts of god etc. demands or otherwise or on account of any other cause or consequence beyond the control of Gujarat National Law University (GNLU). The existence of such cause or consequences may operate at the sole discretion of Gujarat National Law University (GNLU) to extend the time of performance after the cause of delay will have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.
43. The Gujarat National Law University (GNLU) reserves the rights for withdrawing any lot or all the lots from the sale and also reserves the rights to reject any or all the bids for offers without assigning any reason thereof.
44. The auction system will be handed over only to the person/firm whose auction has been accepted after full auction amount is deposited. No other person/firm will be given charge of the auction system, on their behalf.
45. Tenders should be submitted in sealed cover addressed to the Registrar, GNLU and marked **TENDER FOR PURCHASE OF TFA UNIT.**

TENDER FORM FOR TENDER CUM AUCTION OF TFA UNIT

- 1) Name of the Tenderer: _____
- 2) Permanent Residential/Office Address:

- 3) Profession/Business of the tenderer with address of firm/ Office & Telephone number if any:

- 4) Whether local or outstations tenderer, in either case furnish Ration Card No. or Electoral identity card no. or Passport No. with address mentioned in it. (Enclose copy)
- 5) EMD amount with no. of DD and the name of the Bank & Branch.

- 6) Place to which the TFA Unit will be taken after purchase & address of that area.

- 7) If representative is to be sent for auction, the name, address & signature of the representative.

- 8) I agree to remit the tax dues if any, to the Government/University when demanded. I have read the rules regarding the auction and agree to abide by them.

9) FINANCIAL BID:-

Sr. No.	Particulars	Price to be offered Amount in ₹
1	Treated Fresh Air System (AHU-Ethos/Citizen, DX-Carrier)	

Place:

Signature of the tenderer

Date:

DECLARATION

- 1) I, ----- Son /Daughter of Mr. -----
----- Proprietor/Partner/Franchise owner/MD/Director/
Authorized Signatory of M/s. ----- am competent to sign this
declaration and execute this tender document.
- 2) I have carefully read and understood all the terms and conditions of the tender and hereby convey my
acceptance of the same.
- 3) The information/ documents furnished along with the above application are true and authentic to the
best of my knowledge and belief.
- 4) I/ we/ am are well aware of the fact that furnishing of any false information/ fabricated document would
lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
- 5) Each page of the tender document and papers submitted by my Company is authenticated, sealed and
signed, and I take full responsibility for the entire documents submitted.

Date: -----

Place: -----

Signature of the Authorized Person:

Full Name: -----

Company Seal: -----

ACCEPTANCE OF THE TENDERER:

The proposed terms and conditions enumerated in the tender have been read and understood by me/us and are acceptable to me/us.

Signature of the Contractor with Stamp/Seal and Complete Address and Telephone no(s).