



**Mercedes-Benz  
International School**

**Mercedes-Benz Education Academy**

**FORMAL INVITATION TO TENDER FOR**

**Appointing HVAC Contractor for Phase 1 Project**

**TENDER No. MBEA/2018-19/007**

**To be published on website of MBEA ([www.mbis.org](http://www.mbis.org))**



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### MERCEDES-BENZ EDUCATION ACADEMY

Mercedes Benz Education Academy, herein after referred to as 'MBEA' or 'school' for the sake of brevity, is a registered public charitable society and trust having P.T.R. No. F-14510 having its office at Plot No. P 26, Rajiv Gandhi Infotech Park, Phase I, Hinjawadi, Pune - 411057.

MBEA hereby invites tenders from “**HVAC Contractor**” for the scope of work involved as mentioned herein below, subject to strict observance of terms and conditions, within the given time schedule.



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Scope of work: HVAC Contractor for Phase 1 Project as follows:

**FORMAL INVITATION TO TENDER FOR Appointment of HVAC Contractor for Phase 1  
project TENDER NUMBER MBEA/2018-19/007**

## **SECTION 1 - INTRODUCTION**

- 1.1 This document defines the requirements of MBEA for **Appointment of HVAC Contractor for Phase 1 project**
- 1.2 Only **HVAC Contractor** are invited to tender, for the provision of the requirements outlined in **Section 3 “Technical Specification”**
- 1.3 Please ensure that you have received all the tender documents listed in Section 2.3, it will be responsibility of the Tenderer to ensure that all the required documents are completed and submitted.



1.4 All correspondence concerning the tender, whether in writing or through mail shall be addressed to: **Head – Administration and Facilities Management**, Mercedes-Benz International School, P 26 Rajiv Gandhi Infotech Park, Phase I, Hinjawadi, Pune - 411 057, Maharashtra, India.

**Mobile No. 9823169822**

**Email id - jayaraman@mbis.org**

1.5 The Tender documents should be submitted in a sealed envelope addressed to:

**Head - Administration and Facilities Management,**

Mercedes-Benz International School,

P 26 Rajiv Gandhi Infotech Park, Phase I,

Hinjawadi, Pune – 411 057,

Maharashtra, India.

1.6. Should bear the name: **“HVAC Contractor”**

1.7 Tenders must be submitted during the office hours from Monday to Friday at the above given address physically in sealed envelopes only, and other qualifications, registrations, credentials, work experience of similar nature, etc.

1.8 Tenders can be submitted within 7 days of the publication of tender notice on our website. Any tenders received beyond given time shall not be entertained under any circumstances.

1.9 Trustee/s of MBEA and its committee reserves every right to appoint any authorized dealer, decide terms or to reject any tender without assigning any reasons. Decision of trustees of MBEA shall be final & binding and no claim of whatsoever nature shall lie against such decision.

1.10 Tenderers must consider and fill tenders for entire scope of work defined herein and shall not be filing it bifurcating the scope for any reasons. Any tender filled non-compliant to this term shall be invalid and deserves not to be even entertained.

1.11 Forms and scope of work and entire tender documents are found in subsequent section (Section 2 and Section 4).



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- 1.12 For any queries contact numbers are given in the link or website.
- 1.13 Broadly scope of work is as follows:
- 1.14 Any additions, suggestions, deletions, postponement or inclusion of any new work or ancillary work can be done before finalization of appointment of **“HVAC Contractor”** mutually.



## **SECTION 2 - INSTRUCTIONS TO TENDERER**

### **2.1 Specification: Appointment of HVAC Contractor for Phase 1 Project**

#### **2.2 Cost of Tender**

The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Mercedes-Benz Education Academy, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

**An amount of Rs. 2000/- (Rs. Two thousand only) will be paid by cheque favouring “Mercedes-Benz Education Academy”, Pune, along with the sealed tender, which is not refundable.**

#### **2.3 Tender Form / Document**

The services required, tender procedures and contract terms are described in the Tender Documents. In addition to the invitation to tender, the Tender Documents include:

- (a) Instructions to Tenderer; Section 2 of this document
- (b) Pro-forma General Conditions of Contract; Section 3 of this document
- (c) Technical Specifications; Section 4 of this document
- (d) Tender Form

The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tender Documents. Failure to furnish all information required by the Tender Documents or submission of a tender not substantially responsive to the Tender Documents in every respect will be at the Tenderer's risk and may result in the rejection of its tender or if any information given in the tender application or communicated by the tenderer relying on which, MBEA



finalizes the tender and if any such information about tenderer is found wrong, illegal or misleading, then irrespective of work done till then MBEA has and reserves right to cancel any such contract or tender at its sole discretion.

#### 2.4 Period of Validity of Tender

MBEA reserves right to put all tenders received in due time before its Managing Committee. Managing Committee may decide over tenders with or without consultation with tenderers and such decision will be communicated any time within 90 days from tender opening. Hence tenders quoted must be valid with all its specifications, quote etc., for the supply of required chassis.

#### 2.5 Format & Signing of Tender

The original and all copies of the tender shall be signed by the Tenderer or a person or persons duly authorized by the Tenderer. Proving of authenticity and reliability of tenderer and its tender document is sole responsibility of the tenderer.

The tender shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

#### 2.6 Deadline for submission of Tender

SEALED envelopes containing Tenders must be received by MBEA at the address specified under paragraph 1.5 no later than **1400 HRS ON 30<sup>th</sup> April, 2019**





“MBEA” may, at its discretion, extend this deadline for the submission of tenders by amending the Tender Documents in accordance with paragraph 2.4 in which case all rights and obligations of the MBEA and Tenderer’s previously subject to the deadline will thereafter be subject to the deadline as extended.

## 2.7 Modification and Withdrawal of Tenders

The Tenderer will not modify once or withdraw its tender after the tender's submission, provided that written notice of the modification or withdrawals is received by the MBEA prior to the deadline prescribed for submission of tenders.

The Tenderer’s or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 1.5. A withdrawal notice may also be sent by mail but followed by a signed confirmation copy, post marked not later than the deadline for submission of tenders. Authenticity of email id provided for such communication by tenderer and any notices, withdrawal notices received from such email id shall be the sole responsibility of the tenderer for which MBEA shall not be held responsible.

No tender may be modified subsequent to the deadline for submission of tenders.

It is made absolutely clear that, No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form.



## 2.8 Opening of Tenders by MBEA

The MBEA will open tenders in the presence of those Tenderer's representatives who will have to attend, between **13:30 hrs to 15:00 hrs LOCAL TIME ON 03<sup>rd</sup> May, 2019 (if there is a change in date, the tenderer will be informed)** in the Conference Room or an alternative office designated by the Head – Administration & Facilities Management. The Tenderer' representatives who are present shall sign a register evidencing their attendance.

The Tenderers' names and tender prices, modifications, tender withdrawals and the presence or absence of details requested by the MBEA, at its discretion, may be announced at the opening. MBEA will prepare for its own record, minutes of the tender opening and these minutes shall be considered definitive.

## 2.9 Preliminary Examination

The MBEA will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.

Prior to the detailed evaluation, MBEA will determine the substantial responsiveness of each tender to the tender Documents. For these purposes a substantially responsive tender is one which confirms to all the terms and conditions of the Tender Documents without. MBEA's determination of a tender's responsiveness will be based on the contents of the tender itself without recourse to extrinsic evidence.



A tender determined as not substantially responsive will be rejected by MBEA and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

## **2.10 Evaluation and Comparison of Tender**

The MBEA will evaluate and compare only those tenders determined to be responsive.

A responsive tender should comply with the following: -

- (a) Furnish all information required by the tender document
- (b) Technical Specifications as detailed.
- (c) Submission of a tender valid for 90 days after the date of tender opening as prescribed by the MBEA.

## **2.11 Award Criteria**

The MBEA will award the Order to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the most acceptable evaluated tender, provided further that the Tenderer is determined to be qualified to perform the assigned job satisfactorily.

- 2.12 MBEA's Right to Accept Any Tender and to Reject Any or All Tenders without assigning reasons. MBEA reserves further right to reject all tenders if not found satisfactory or even otherwise to re-tender the entire process for protecting best interest of MBEA.

The MBEA reserves the right to accept or reject any tender, and to annul the tender process and reject all tenders at any time prior to award of Contract,



without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the MBEA's action.

**2.13 Notification of Award**

Prior to the expiration of the period of tender validity, MBEA will notify the successful Tenderer in writing or email on given id that its tender has been accepted.

**2.14 Signing of Contract**

Within 7 days of the MBEA notifying the successful Tenderer that it's tender has been accepted, the MBEA will send the tenderer, a draft contract incorporating the terms and conditions of the agreement between the parties for review and confirmation of their acceptance of the terms and conditions of the draft. After which the MBEA will send to the Tenderer a finalized contract signed by the MBEA Signatory.

Within fifteen (15) days of receipt of the finalized Contract, the successful Tenderer shall sign and date the Contract and return it to the MBEA. Signatures by finalized tenderer on contract shall be conclusive proof of execution and existence of contract.

**2.15 Assurance by the “HVAC Contractor”**

The successful Tenderer shall, be solely responsible to follow all laws applicable and other norms, government directions, notifications, rules, regulations and see to it that, all designs plans etc., prepared in this respect gets sanctioned from the Competent Authorities. The Tenderer so appointed shall be primarily responsible for the work involved in this contract and shall indemnify and keep indemnified MBEA in respect of issues and cases arising out of this contract.



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The successful tender undertakes to submit for the approval of the MBEA a performance programme

## **SECTION 3 - PRO-FORMA GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

In this contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the MBEA and a successful Tenderer who would thereafter be referred to as "**HVAC Contractor**" appointed for work involved for and on behalf of MBEA as recorded in the Contract Form signed by the parties, including all attachments and appendices hereto and all documents incorporated by reference therein;
- (b) "The Purchase Order/Contract Price" means professional fees payable to the "**HVAC Contractor**" under the Contract for the full and proper performance of its contractual obligations;
- (c) "The MBEA" means the Mercedes-Benz Education Academy (MBEA)



### **3.2 Application**

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

### **3.3 Use of Contract Documents and Information**

The “HVAC Contractor” once appointed, shall observe all precautionary measures for non-disclosure to any person other than those authorized in writing by MBEA in this respect.

Completion of work must be defined clearly: completion of work assigned to “HVAC Contractor” like lay outs, plans designs till the time such plans and work are sanctioned by Competent Authorities with or without modifications OR completion of work involved in project like actual completion certificate of Competent Authorities which is received after construction is completed.

### **3.5 Delay in execution of works – Work can commence from the time of signing the contract and to be completed within time schedule fixed during finalization of contract and subsequently in contract document.**

### **3.6 Taxes & Duties - Taxes extra as applicable, will be paid to you. TDS will be deducted from the billed amount as per government guidelines prevalent at the time. Any liability arising out of any dispute on the tax structure, calculations and payment to the government will be to your account.**



### 3.7 Contractual Agreement

The Submission of a tender will be taken as implicit and explicit acceptance of the General Conditions of Contract as described.

## SECTION 4 - TENDER FORM AND PRICE SCHEDULE

### 4.1 Tender Form

Date:.....

Tender No.: **MBEA/2018-19/007**

To: Mercedes-Benz Education Academy,  
Head Administration & Facility Management,

We, the undersigned, declare that:

- (a) We have examined, read all terms and conditions to our complete understanding and have no reservations, complaints or queries to the Tender Documents
- (b) We offer to provide our professional services in conformity with the Tender Documents and in accordance with the Delivery Schedules
- (c) The total price of our Tender, is excluding taxes is:

Rs
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Our tender shall be valid for the period of time specified in section 2.4 from the date fixed for the tender submission deadline in accordance with section 2.6, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (d) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
  
- (e ) We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive.

Signed: \_\_\_\_\_

In the capacity of \_\_\_\_\_

Name: \_\_\_\_\_

Duly authorized to sign the tender for and on behalf of: \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Tender Submitted by (Name of Company): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_ Fax: \_\_\_\_\_

Tender Prepared By (Name): \_\_\_\_\_





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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Company Stamp: \_\_\_\_\_

*Note:* In case of discrepancy between unit price and total, the unit price shall prevail.