

Jawaharlal Nehru Technological University Ananthapuramu University College of Engineering (Autonomous) Pulivendula

Website: <u>http://jntuacep.ac.in</u>

## NIT No.2/Prl./JNTUA CEP/ Boys & Girls Hostels (Ceiling Fans)/2019-20, Dt: 10-06-2020

## E-Tender

On behalf of the Principal, Jawaharlal Nehru Technological University Ananthapur College of Engineering, Pulivendula(J.N.T.U.A.C.E.P.), sealed items rate tenders are invited from reputed and eligible firms in two bid system (Technical bid& Financial bid) for Supply & Installation of Ceiling Fans in Boys & Girls Hostels, JNTUA CE Pulivendula. Tender document can also be downloaded from Andhra Pradesh Govt. e-procurement website i.e. www.tender.apeprocurement.gov.in

1.	Name of the Item	Supply & Installation of Ceiling Fans in Boys & Girls Hostels JNTUA College of Engineering, Pulivendula Estimation Contract Value : Rs. 8,50,000 (Eight Lakh Fifty Thousand Rupees)			
2.	Last date, time and venue for submission of EMD and bid documents	<mark>05.08.2020, up to 04.30 p.m.</mark> Principal, JNTUA College of Engineering, Pulivendula			
3.	Date and time for opening of bid	06-08-2020 at 10.30 a.m.			
4.	Tender Fee	A demand draft for Rs 2,500/- + 18 % GST if cost item is below Rs 10 lakhs A demand draft for Rs 5,000/- + 18 % GST in favo of if cost of item in between Rs 10 lakhs to 50 Lakh The DD should be in the favor of Principal, JNTU. CE Pulivendula			
5.	Transaction Fee	0.03% <mark>of estimate contract value</mark> + GST as applicable.			
6.	EMD	The EMD should be in the form of online payment only @ 2% on quoted price.			
7.	7.       Other information         7.       Other information             7.       DD for Tender fee, on line receipt for EMD fee and any other documents should be reached/submitted before t bid closing time,				
8.	8. The bids shall be submitted in two stages viz.(i) Technical bid (ii) Financial bid. Detailed specifications of the item(s) to be supplied are given in <u>Annexure-I</u> . The Technical & Financial bid should also be uploaded on e-procurement website i.e. www.tender.apeprocurement.gov.in				
9.	Financial bid shall be opened after evaluation of tea	chnical bid/time notified thereafter on e-tender			
	Website www.tender.apeprocurement.gov.in				



# Jawaharlal Nehru Technological University Ananthapuramu University College of Engineering (Autonomous) Pulivendula

Website: http://jntuacep.ac.in

## **TENDER DOCUMENT**

Supply & Installation of Ceiling Fans in Boys & Girls Hostel., JNTUA College of Engineering, Pulivendula YSR Kadapa

## Principal,

Jawaharlal Nehru Technological University College of Engineering, Pulivendula, YSR Kadapa. Email address: principal.cea@jntua.ac.in

## NOTICE INVITING TENDER <u>NIT No.2/Prl./JNTUA CEP/ Boys & Girls Hostels (Ceiling Fans)/2019-20, Dt: 10-06-2020</u>

The Principal, JNTUA CEP invites item rated e-tender (in two bid system) from reputed and experienced suppliers /firms for the following items:

- 1. Particulars of Items: Supply & Installation of Ceiling Fans in Boys & Girls Hostel., JNTUA CEP
- 2. Tender Fee:
  - A demand draft for Rs 2,500/- + 18 % GST if cost of item is below Rs 10 lakhs
- A demand draft for Rs 5,000/- + 18 % GST in favor of if cost of item in between Rs 10 lakhs to 50 Lakhs.
- The DD should be in the favor of Principal, JNTUACE Pulivendula
- Tender fee is exempted for the firms who have valid MSE or NSIC
- **3.** Availability of Tender Document: Tender Documents with detailed terms & conditions can be downloaded from Andhra Pradesh govt. e-procurement website. Tender document cost will be submitted in a separate envelope.
- 4. Qualification of the Tenderer: To qualify for award of the work, the intending tenderer must have in its name as a supplier/prime firm experience of having successfully completed at least three similar nature of works in government sector/ University in India during last 3 (three) years.
- 5. Validity Period of Offer: The rates offered in section III (Financial bid) should be valid for one hundred and eighty (180) days from the date of opening of Technical bid of the Tender.
- 6. Receipt and opening of Tenders: The Technical Bid will be opened on the same day at 04.30 pm.
- 7. J.N.T.U.A. reserves the right to accept or reject any or all the tenders wholly or partially without assigning any reason thereof.
- 8. Introduction
- The sealed item rate tenders are invited in two Bid System (Technical & Financial Bid) on behalf of the Principal, JNTUACEP from reputed & eligible agencies for Supply & Installation of Ceiling Fans in Boys & Girls Hostel JNTUA CEP.
- 10. Scope

Supply & Installation of Ceiling fans in Boys & Girls Hostel., JNTUA CEP in Section - III.

#### 13. Definitions:

- 13.1 J.N.T.U. C.E.P. means Jawaharlal Nehru Technological University College of Engineering, Pulivendula
- 13.2 University means Jawaharlal Nehru Technological University Anantapur.
- 13.3 **Employer** means the Principal, JNTUACEP and his successor.
- 13.4 **Bidder** means the Direct Manufacturer or individual, proprietary firm, partnership firm, limited company private or public or corporation who participate in this bid/tender.

#### 14. Who can apply:

- 14.1 <u>If the bidder is a proprietary firm</u>, the application shall be signed by the proprietor with his full typewritten name and the full name of his firm with its current address, contact details etc.
- 14.2 <u>If the bidder is a firm in partnership</u>, the application shall be signed by all partners of the firm with their full typewritten names and current addresses, or alternatively, by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases, a certified copy of partnership deed and current address of all the partners of the firm should accompany the application.
- 14.3 <u>If the bidder is a limited company or a corporation</u>, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The bidder should also furnish a copy of the Memorandum and Articles of Association duly attested by a Public Notary.

#### 15.0 Joint Venture/ Consortiums traders are not accepted.

#### 16.0 Bid Submission:

16.1 The envelope named **"Technical Bid"** shall comprise of all documents as per **Clause-17.** and upload on the e-tender website.

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- 16.2 The **"Financial Bid"** shall comprise of the price bids and upload on e-tender website i.e.<u>www.tender.apeprocurement.gov.in</u>
- 16.3 Each page of the Technical Bid, Tender Document must have seal and signed by the authorized signatory of the bidder.
- 16.4 Duly signed tender document along with all corrigenda, addendum issued, if any, should also be sealed as part of technical bid.
- 16.5 Conditions other than those laid down in the tender document will not be entertained.

#### 17.0 Eligibility Criteria for Technical Bid

The formats/Annexure for the documents to be submitted, with Technical bids are placed in Section–II (Annexure – A, A1, A2 to Annexure F):

17.1	Letter of Transmittal	Annexure – A
	Declaration by Bidder	Annexure – A1
	Compliance to Bid Requirement	Annexure – A2
	That the bidder/ organization has not been blacklisted/debarred by any of the government/ public sector agencies in India. A declaration of fair business practice by the Bidder.	
17.2	Organizational Structure: - Legal status of the company/ organization with legal proof along with certified copies.	Annexure - B
17.3	Income Tax Registration (PAN No.),	Attach certified
	GST Registration,	copies
	DVAT Registration/ TIN Number	copies
17.4	<ul> <li>Average annual financial <b>turnover</b> of <b>Rs.1 crore</b> during the immediate last three consecutive financial years, duly audited signed &amp; stamped by a Chartered Accountant.</li> <li>Desirable to have: BISMA Membership or SEFA 8M approved.</li> </ul>	
	The bidder should not have incurred losses in more than two years in the last 3 consecutive financial years, duly certified by Chartered Accountant, along with copies of audited profit and loss account of last three years	Annexure C
17.5	Firm should have executed the work given below in the last three years:	Annexure D
17.6	The bidder will have to furnish the information regarding the Client Satisfaction Report/Performance Report of the works of all works of similar nature mentioned in the <b>clause 17.5</b> , completed during the last three years ending last day of the month of August, 2015.	Annexure E
17.7	The bidder should have a solvency of <b>minimum bid amount</b> , certified by bankers in the favor of the Principal, JNTUA CEK for this tender only.	Annexure F
17.8	User list with supply/purchase order of the similar field in the Govt./ reputed Organization.	Attach copy of proof
17.9	All items of the Tender must be quoted by the Manufacturer, individual, proprietary firm, partnership firm, limited company private or public or Corporation. Incomplete quote shall be summarily rejected.	Attach attested copies of the original documents

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#### **18.** Evaluation Criteria:

18.1 The "**Technical Eligibility Criteria**" prescribed in para **17.1 to 17.8** above in respect of experience in similar class of works completed, Financial Turnover, Solvency, Profitability and Valid Registration will first be scrutinized and bidder eligibility for the work is determined.

#### **18.2 Technical Bid Evaluation:**

- 18.2.1 Even though any bidder may satisfy the above requirements, he/she would be liable to disqualification if he/she has:
- 18.2.1.1 Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.
- 18.2.1.2 record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc.

#### **18.3** Opening of Financial Bid and Evaluation:

After the Technical Evaluation of the Bids, the University will open the 'Financial Bids' of all the bidders who have qualified in the Technical Eligibility Criteria as per Clause 7, at notified time, date and place in the presence of the qualified bidders or their representatives, if any. The lowest financial bidder shall only be considered for award of work. However, the L2 may be considered in case of exigency to do the work at the L1 rate.

#### **19.** Earnest Money Deposit:

The EMD should be in the form of **online payment** only @ 2% **on quoted price.** Scanned copy of EMD document should be uploaded on e-Procurement website. The bids submitted with required EMD amount only be considered for further evaluation. EMD would be retained with the **Principal, JNTUA CEP** for a period of **one year after completion of entire work, in the case of successful tenderer.** The EMD of **unsuccessful tenderers will be returned after signing the agreement with the successful tenderers.** 

- The on-line payment receipt should be deposited to this office while producing hard copies for verification as the time schedule.
- Demand drafts, cheques, cash deposits, term deposits or fixed deposits will not be accepted towards EMD.
- In the case of unsuccessful bidders, the Earnest Money Deposit will be refunded without any interest.
- The fee receipt for Earnest Money Deposit & Tender Fee must be submitted to the address mentioned above on or before bid submission date/ time as mentioned in critical date sheet. In case of non-submission of original payment receipt for EMD and tender fee, the bid shall be rejected. The Demand Draft submitted towards tender fee is non-refundable.
- The exemption of EMD will be given to the firms as registered under Single Point Registration Scheme of NSIC are eligible to get the benefits as listed below under Public Procurement Policy for **Micro & Small Enterprises (MSEs)** Order 2012 as notified by the Government of India, Ministry of **Micro Small & Medium Enterprises**, New Delhi. The copy of these orders should be uploaded in the e-procurement platform in place of online payment receipt in case of any such claim for exemption. **Further, they are exemption for the payment of tender fee.**

#### 20. Financial Bid:

20.1 The bidder shall quote unit item rates in Indian rupees (INR), both in words and figures in the schedule quantities only. No alterations in the form of tender, in the schedule of quantities or additions etc. shall be permitted. In case of difference between the rates of items written in figures and in words, the rates of items written in words shall be taken as correct. No changes in unit rates shall be allowed. The rates quoted in schedule of quantity are for finished and completed items and no extra amount for carting or transporting material, labour etc. shall be paid unless specifically so mentioned or provided for in tender. The rates should be inclusive of all leads and lifts for all materials in the completed items and also include all taxes, duties, royalties etc. including Work Contract Tax, labour cess, ESI, EPF etc. as applicable. No extra payment on this account will be made.

- 20.2 The work Contract Tax/Turnover Tax/Income Tax or any other tax deductible at source shall be deducted at source at the rate that will be in force from time to time.
- 20.3 Terms of price shall be in Indian rupees (INR) inclusive of duties, packing, forwarding, transportation, supply and stacking at <u>Principal, JNTUA CE P</u> for all items along with applicable taxes and levies.
- 20.4 The rates shall be valid for **12 months** from the date of issue of acceptance letter.

#### 21. General:

- 21.1 All the information called for in the enclosed forms should be furnished against the relevant places in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against at the relevant place. Even if no information is to be provided in a column, a "Nil" or "No Such Case" entry should be made in that column. If any particular/query is not applicable in case of the bidder, it should be stated as "not applicable". The bidders are cautioned that Supply for incomplete information called for in the application forms or deliberate suppression of any information may result in the bid being summarily disqualified. Bids received after the expiry of the stipulated date and time mentioned in the tender document will not be entertained.
- 21.2 The bid document should be legibly written and serially numbered with proper tagging and binding. The bidder should sign each page of the bid.
- 21.3 Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialing with date and rewriting. Pages of the eligibility criteria document are to be numbered. Additional sheets, if any added by the bidder, should also be numbered. Bid should be submitted as a package with signed letter of transmittal.
- 21.4 References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by officer of the client organization with name & designation.
- 21.5 The bidder may furnish any additional information which she/he thinks is necessary to establish his/her capabilities to successfully complete the envisaged work. He/she is, however, advised not to furnish superfluous information. No information shall be entertained after submission of tender document unless it is called for by the University.
- 21.6 Any information furnished by the bidder found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering/taking up of any work in J.N.T.U.A.C.E.P In such case contract/agreement will be closed forthwith and the EMD/ performance security shall stand forfeited to University absolutely.
- 21.7 The successful bidder shall have to work in co-ordination and co-operation with any other agencies appointed by the University to work simultaneously in the same or adjoining area. The decision of the University in case of any dispute between the different agencies appointed by the University shall be final and a binding.
- 21.8 The bidder will have to enter into regular agreement within 10 days from the receipt of acceptance of the tender and shall abide by all the rules and regulations embodied therein.
- 21.9 Income tax, Works Contract Tax and any other tax at the rates in force during the progress of contract that will be in force from time to time shall be recovered / deducted from the released payment amount.
- 21.10 Sales Tax, purchase Tax, turnover tax or any other tax on material applicable during the currency of this contract shall be payable by the firm and University will not entertain any claim whatsoever in respect of the same.
  - All duties, taxes and other levies payable by the vendor shall be included in the total price. Further, it is to be noted that JNTUA is registered with the Department of Scientific & Industrial Research (DSIR) for availing Customs/Central Excise duty exemption and the prices shall be quoted accordingly.

- 21.11 On acceptance of the tender, the name of the accredited representative(s) of the firm who would be responsible for taking instructions from the University College of Engineering, Pulivendula shall be communicated in writing to the Principal.
- 21.12 The bidder shall furnish a list of University employees related to him/her, if any.
- 21.13 If the bidder obtains a contract with J.N.T.U.A.C.E.P. as a result of wrong tendering or other non-bona fide methods of competitive tendering, the University reserves the right to terminate the contract without any liability to the firm. In such instance the performance security shall stand forfeited to University absolutely.
- 21.14 Without prejudice to any of the rights or remedies under this contract if the bidder dies, the University shall have the option of terminating the contract without compensation to the legal heir of the firm.

## 21.15 Escalation: Increase in rates of material / Labour shall not be payable on any account within the period of contract. Price quoted shall be firm and no escalation will be allowed on any account.

- 21.16 The successful bidder will have to sign an agreement within stipulated time period as mentioned in the letter of intent. The necessary fees, stamp paper, etc. required for completing the agreement have to be borne by the bidder.
- 21.17 Scope of Works: Supply & Installation of Ceiling fans in Boys & Girls Hostel, JNTUACEP
- 21.18 Specification for Work, Quality and Workmanship

The procurement of various materials shall be either from the manufacturers or their main authorized dealers to ensure that no duplicate/spurious makes are used in the works. The entire work shall be warranted for a period of one year against defective material and poor workmanship with liability of replacement to the satisfaction of the University.

#### 21.19 Safety and Security:

Safety and Security of workers/staff, material, equipment etc. will be the responsibility of the firm. The university will not be held responsible on this account.

21.20 The University reserves the right, without being liable for any damages or obligation to inform the bidder, to:(a) Amend the scope and value of contract to the bidder.

(b) Reject any or all the applications without assigning any reason.

21.21 Any effort on the part of the bidder or his agent to exercise influence or to pressurize the University would result in rejection of his bid. Canvassing to any kind is prohibited.

#### 22. Final decision making authority:

The University reserves the right to accept or reject any bid and to annul the process and reject any or all bids at any time, without assigning any reason or incurring any liability to the bidders. No claim whatsoever will be entertained / paid by the university to the bidder (s).

#### 23. Rejection of the tender:

- 1. The bid without bid security (EMD) and tender fee will summarily be rejected.
- 2. The bid without the documents required as mentioned in the technical bid are likely to be rejected.
- 3. Late tender(s) will not be accepted.
- 4. There should not be two prices for the same item, which will summarily be rejected.
- 5. Conditional bids will summarily be rejected.

#### 24. Particulars provisions:

- 24.1 The University reserves the right to execute the work or reject the tender without assigning any reason or incurring any liability to the bidder.
- 24.2 The University has the power to make alteration in, omission from, addition of or substitution for the original specifications, drawings, designs.

#### 25. Amendment of tender document:

- 25.1 Before the deadline for submission of tender, the University may modify the tender document by issuing addenda.
- 25.2 Any addendum thus issued shall be a part of the tender document and shall be uploaded on the University website (<u>www.jntuacep.ac.in</u>). Prospective bidders must visit the website before filling and submission of Tender Document for such information.

#### 26. Validity of Tender:

One hundred and Eighty days from the date of opening of tender. During this period no bidder shall be allowed to withdraw his tender. In case of withdrawal, the EMD submitted by the bidder shall be forfeited and no claim shall be entertained on this regard.

#### 27. Performance Guarantee:

- 27.1 The Performance Guarantee of 5% of the total tendered value will be deposited by the tenderer within the 10 days after the letter of intent. The performance guarantee shall be accepted in the following form and shall be in favor of "The Principal, JNTUA CE Pulivendula", payable at Pulivendula with a validity of months as under:
  - i. Fixed deposit receipt (FDR) of a nationalized bank (24 months validity)
  - ii. Bank Guarantee(As per Annexure-H) (24 months validity)
- 27.2 The Performance Guarantee will be refunded without any interest after the successful completion of the work as per the agreement.
- 27.3 In case of non submission of Performance Guarantee within specified time, the earnest money will be forfeited and the University may consider to black list/debarred the firm.
- 27.4 In case a fixed deposit receipt/ Bank Guarantee of any bank are furnished by the firm to the University as part of the Performance Guarantee and the Bank is unable to make payment against the said instrument. The loss caused thereby shall fall on the firm and the firm shall forthwith on demand furnish additional security to the University to make good the deficit.

#### 28. Duration

The items covered under this tender are required to be delivered at **Principal, JNTUA CEP** in working days during 10 a.m. to 4.00 p.m. with prior intimation to the office of **Principal, JNTUA CEP within 30 days**, as specified in delivery schedule submitted by bidder. <u>The supply is to commence 45<sup>th</sup> day</u> after the issue of letter of Indent. The 30 days will start after 15 days from date of Issue of Letter of Indent by the University/College.

#### 29. Payment Terms:

Payment for Goods and Services shall be made by University/College in Indian Rupees as follows:

- 29.1 Payment will be made for respective batches / lots as specified in the delivery schedule
- 29.2 The payment will be made on delivery and receipt of the invoice against thereof for each batch / lot.
- 29.3 Each invoice should be submitted in duplicate clearly specifying contract No. goods description, quantity, unit price, total amount etc.
- 29.4 No advance payment will be made under any circumstances.

#### **30.0** Services after Delivery:

In case the rectification of defects is not carried out within 07 days from the day of intimation of defects and replacement of defective items are not provided, a penalty of sum equivalent to 5% per week of the delivered price of that defective supply shall be levied. This penalty is applicable upto a maximum of 4 weeks (maximum 20%). Subsequently, the rectification shall be carried out by the University at the risk and cost of the firm. The cost of repairs along with the penalty of 100% shall be recovered from the payment withheld with University and the balance amount if any, will be paid to the bidder after completion of warranty obligations.

#### 31.0 Packing and Marking:

- 31.1 All packing should be strong enough to withstand weather conditions as well as rough handling during loading/ unloading and transporting, as per instruction of the University.
- 31.2 All protection and threaded fittings shall be suitably protected and covers shall block the openings.

#### 32.0 Substitution and Wrong Supplies:

Unauthorized substitution or materials delivered in error of wrong description or quality or supplied in excess quantity or rejected goods shall be returned to the firm at firm's cost and risk.

#### 33.0 Insurance, Freight and Deliveries:

- 33.1 The firm shall make all arrangements towards safe and complete delivery at the designated locations indicated by the University in the Purchase Order. Such responsibility on part of the firm will include taking care of insurance, freight, state level permits etc. as applicable.
- 34.2 The firm will keep the University informed about changes, if any, in various stages of deliveries.

#### 35.0 Arbitration and Settlement of Disputes:

- 35.1 University and the firm shall make every effort to resolve amicably by direct information negotiation by difference or dispute arising between them under or in connection with the University order.
- 35.2 If after thirty (30) days from the commencement of such informal negotiations, University and the firm have been unable to resolve amicably the dispute, either party may require that the dispute be referred for resolution to the formal mechanisms as specified hereunder:
- 35.2.1 Any dispute or differences whatsoever arising between the parties out of or relating to the manufacturing, meaning, scope, operation or effect of this contract or the validity or the breach thereof

shall be settled by arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties. The sole arbitrator shall be appointed by the Vice Chancellor, J.N.T.U.A., and Ananthapuramu.

- 35.2.2 The performance under this contract shall not stop for any reason whatsoever during the said dispute/proceedings, unless the firm is specifically directed by the university to desist from working in this behalf.
- 35.2.3 The venue of arbitration shall be **Pulivendula**. The language of proceedings shall be English. The Law governing the substantive issues between the parties shall be the Laws of India. All disputes are subject to the jurisdiction of the Ananthapuramu Court only
- 35.2.4 It is also a term of that if any fees are payable to the arbitrator, these shall be paid equally by both the parties. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he / she issues notice to both the parties calling them to submit their statement of claims and counter statement of claims.

#### **36 LIQUIDATED DAMAGES**

If the bidder fails to supply any or all of the goods with in the period specified in the Purchase Order, University shall without prejudice to its other remedies under the Purchase Order, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the contract price of the delayed goods weekly or part thereof of delay until actual delivery. The penalties will be maximum of 10% of the contract amount / awarded value. In case of extraordinary delay or beyond 30 days of stipulated delivery period, University reserves the right to terminate the contract, without any liability to cancellation charges, forfeit/encash the submitted Performance Guarantee and blacklist/debarred the defaulting firm.

#### 37 SPECIAL CONDITIONS

Vendor has to supply Ceiling fans and installation in Boys & Girls hostels, JNTUA CE Pulivendula as per specifications and strictly in accordance with the terms and conditions of the tender failing which J.N.T.U.A.C.E.P without prejudice to any other right or remedy available may recover any such amount suffered as loss from the vendor as ascertained/assessed by the Principal, J.N.T.U.A.C E.P liquidated damages and not by way of penalty to be imposed separately at the rate of 1% per week of delay in supply subject to a maximum of 10% of the contract value. If any loss or delay has been caused due to any reasons beyond the control of any of the parties (Force Majeure), the **Principal, JNTUACEP** shall have the sole discretion to waive off such loss or penalty as she/he deems fit provided further that the Vendor shall explain in writing the reasons which caused such delay or loss within ten days from the date of delay or occurrence of such loss.

- 37.1. The firm shall ensure secrecy and safety of Ceiling fans used by J.N.T.U.A.C.E.P. or any information supplied to the firm by the J.N.T.U.A.C.E.P. Any deviation /leakage will warrant forfeiture of **Performance Security** and criminal proceedings in court of Law.
- 37.2. The firm shall ensure supply of high quality material as per specifications prescribed time limits mentioned in the supply order. The firm shall also ensure all quality checks to ensure compliance and 100% defect free sheets. Defective material shall not be acceptable under any circumstances and penalty to the extent of 100% of the value of the order placed may be levied for default. In that case, the firm would also be required to replace the entire material at its own cost and risk immediately.
- 37.3. The safety, accuracy and security of the **Ceiling fans, JNTUACEP.** setup material while at the time of making delivery shall be the responsibility of the vendor. The firm will be required to furnish declaration to this effect to the J.N.T.U.A.C.E.P. or any lapse in security, inaccuracy or mishandling/misuse of material.

penalty equal to 100% of the order value payable to the firm will be imposed and contract will be terminated entailing forfeiture of Performance Security, in addition to any other action as deemed fit by the **Principal, JNTUACE, Pulivendula** 

- 37.4. The J.N.T.U.A.C.E.P, reserves the right to revise or alter the specifications of the **Ceiling fans**, before the acceptance of any tender.
- 37.5. Hypothetical and conditional quotations will not be entertained.

#### **38.** Force Majeure

For purpose of this Clause, "Force Majeure" means an event beyond the control of the firm and not involving the Firm's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the University either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargo.

If a Force Majeure situation arises, the firm shall promptly notify the University in writing of such conditions and the cause thereof. Unless otherwise directed by the University in writing, the Supplier shall continue to perform its obligations under the Purchase Order as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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## SECTION II

## INFORMATION REGARDING TECHNICAL ELIGIBILITY (Annexure A to I)

Annexure – A

#### LETTER OF TRANSMITTAL

From:

#### To The Principal, JNTUA CE Pulivendula

Sir,

# Sub: Submission of Tender Document for Supply& Installation of Ceiling fans in Boys & Girls Hostel, JNTUA CE Pulivendula - Reg.

Having examined the details given in Tender document for the above work, I/we hereby submit the relevant information:-

- 1. I/we hereby certify that all the statement made and information supplied in the enclosed annexure / forms accompanying statement are true and correct.
- 2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to Supply of Ceiling Fans in Boys & Girls Hostels
- 3. I/we submit the requisite certified solvency certificate and authorize the **Principal, JNTUA CE Pulivendula** to approach Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize the J.N.T.U.A.C.E.P., to approach individuals, employers, firms and corporation to verify our competence and general reputation.

Name & Signature(s) of Bidder(s) with seal

Annexure – A1

#### DECLARATION BY THE BIDDER

We \_\_\_\_\_\_ (Name of the Bidder) hereby represent that we have gone through and understood the Bidding Document in <u>Section-I (Unpriced Bid)</u> and <u>Section-II (Priced bid-Schedule of requisition)</u> and that our Bid has been prepared accordingly in compliance with the requirement stipulated in the said documents.

We are submitting a copy of Bidding Document marked "Original" as part of our Bid duly signed and stamped on each page in token of our acceptance. We undertake that the Bidding Document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of Contract Agreement. Further, we shall sign and stamp each page of this document as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.

We further confirm that we have indicated prices in Schedule of Quantities and submitted in Price Bid in separately sealed envelope. We confirm that rate quoted by us includes price for all works/activities/supply etc. as mentioned in item description of the items in Schedule of Quantities.

SIGNATURE OF BIDDER	:
NAME OF BIDDER	:
COMPANY SEAL	:

Note: This declaration should be signed by the Bidder's representative who is signing the bid.

#### COMPLIANCE TO BID REQUIREMENT

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the Bidding Documents and Addendum to the Bidding Documents, if any, for subject work issued by J.N.T.U.A.C.E,Pulivendula.

We hereby further confirm that any terms and conditions if mentioned in our bid (Un-priced as well as Priced Part) shall not be recognized and shall be treated as null and void.

SIGNATURE OF BIDDER	:	
NAME OF BIDDER	:	
COMPANY SEAL	:	

Annexure - B

## **ORGANISATION STRUCTURE**

1.	Name & Address of the Bidder :
2.	Telephone No./Fax No./ e-mail :
3.	<ul> <li>Legal status of the Bidder (attach copies of original document defining the legal status)</li> <li>a) An Individual</li> <li>b) A proprietary firm</li> <li>c) A firm in partnership</li> <li>d) A limited company or Corporation</li> <li>e) A Public Sector Undertaking</li> </ul>
4.	Particulars of registration with various Government Bodies (Attach attested Photo Copy) Organization /Place of registration Registration No
5.	PAN No
6.	Names and Titles of Directors & Officers with designation to be concerned with this work.
7.	Name & Designation of individuals authorized to act for the organization : (Pl attach power of attorney in favor of authorized representative duly signed by authorized signatory)
8.	Was the Bidder ever required to suspend work for a period of more than six months continuously after you commenced the construction? If so, give the name of the project and reasons of suspension of work. :
9.	Has the Bidder, or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.:
10.	Has the Bidder, or any constituent partner in case of partnership firm, ever been debarred/ black listed for tendering in any organization at any time? If so, give details. :
11.	Has the Bidder, or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details. :
13.	Any other information considered necessary but not included above. :

(Stamp, Name & Signature of Bidder)

#### **DETAILS OF ANNUAL TURNOVER**

#### A. FINANCIAL DETAILS

Financial Years	Gross Annual Turnover (In Lacs)	Profit/Loss (In Lacs)
2018-19		
2017-18		
2016-17		

B. Audited balance sheet and profit & loss account for above three years certified by the chartered accountant to be submitted.

(Stamp, Name & Signature of Bidder)

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Annexure - C

Annexure - D

## DETAILS OF SIMILAR WORKS COMPLETED DURING LAST 03 (THREE) YEARS

Sl.No.	DESCRIPTION OF WORK	POSTAL ADDRESS OF CLIENT WITH CONTACT NUMBERS	CONTRACT VALUE	COMPLETED VALUE	STARTING DATE	SCHEDULED COMPLETION DATE	ACTUAL COMPLETION DATE	REASONS FOR DELAY, IF, ANY

NOTE: Performance Report issued by Client for all above job(s) shall be furnished along with the Bid as per Annexure - E.

(Stamp & Signature of Bidder)

#### Annexure - E

#### PERFORMANCE REPORT OF WORKS REFERRED IN ANNEXURE - D

1.	Name of	f work/ Project & Location	:
2.	Name o	f Client and Address with	
	Contact	details	:
3.	Agreem	ent No./ Work Order No.	:
4.	Value o	f work as per	
	work o	rder/Award	: Rs.
5.	Total va	lue of actual work done	: Rs.
6.	Estimat	ed Cost of award	: Rs
7.	Date of	start	:
8.	Date of	completion	
9.	i) ii) Amount	Stipulated date of completion Actual date of completion : of compensation levied for delayed	: completion. if any : Rs.
10.		t of reduced rates item if any	: Rs
11.	Amount	of compensation not yet decided	:
12.	Perform	ance Report	
	1)	Quality of work	Excellent/Very Good/Good/Fair/Poor
	2)	Financial soundness	Excellent/Very Good/Good/Fair/Poor
	3)	Technical Proficiency	Excellent/Very Good/Good/Fair/Poor
	4)	Resourcefulness	Excellent/Very Good/Good/Fair/Poor
	5)	General behavior	Excellent/Very Good/Good/Fair/Poor

(Signature & Stamp of Director/Registrar/Admin. Officer/Ex. Engineer or Equivalent) dated:

Note:

- 1. This Annexure should be submitted separately for each work completed by the Bidder during last 05 (five) years and the works indicated in **Annexure D**.
- 2. This ANNEXURE shall be signed & stamped by the Bidder's Client not below the rank of Executive Engineer or equivalent.
- 3. The Name, Address, Contact details (Mobile, Fax, Email, and Landline Phones) of Client should be indicated to facilitate confirmation of work.

#### Annexure - F

#### Solvency Certificate from Bankers of the company in the following form: FORM OF BANKER'S CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information M/s..... having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement upto a limit of Rs..... (Rupees.....)

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature) For the Bank

NOTE

(1) Bankers certificate should be on letter head of the Bank, sealed in cover addressed to tendering authority,

(2) In case of partnership firm, certificate should include names of all partners as recorded with the bank.

Signature of Chartered Accountant with seal

Signature of Bidder(s) with seal

#### Annexure - G

#### **DECLARATION FOR FAIR BUSINESS BY THE BIDDER**

(Affidavit on Non-Judicial Stamp Paper of Rs.10/- duly attested by Notary / Magistrate)

This is to certify that We, M/s\_\_\_\_\_\_ in submission of this offer confirm that:-

- i) We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements;
- ii) We do not have records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
- iii) Business has not been banned with us by any Central / State Government Department/ Public Sector Undertaking or Enterprise of Central / State Government.
- iv) We have submitted all the supporting documents and furnished the relevant details as per prescribed format.
- v) The information and documents submitted with the tender by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.
- vi) We understood that in case of any statement/information/document furnished by us or to be furnished by us in connection with this offer is found to be incorrect or false, our EMD in full will be fortified and business dealings will be banned.
- vii) We have not been punished / penalized by way of imprisonment in last three years.
- viii) We have not been blacklisted/debarred by any of the Government/Public Sector Agency in last three years.

SEAL, SIGNATURE & NAME OF THE BIDDER

Signing this document

### CHECK LIST FOR SUBMISSION OF BID

Bidder is requested to fill this check list and ensure that all details/documents have been furnished as called for in the Bidding Document along with duly filled in, signed & stamped checklist **with each copy of the "Unpriced** bid (Part–I)".

#### Please tick the box and ensure compliance:

1	EMD
2	Bid Forwarding Letter
3	Power of Attorney in Favor of the person who has signed the bid on stamp paper of appropriate value.
4	Partnership Deed in case of partnership firm and Article of Association in case of limited company.
5	Compliance to Bid Requirement
6	Declaration by the bidder
7	All pages of the bid have been page numbered in sequential manner.
8	Annexure(s) – A to J
9	Valid VAT, Service Tax, Excise Registration

:\_\_\_\_\_

#### SIGNATURE OF BIDDER : :\_\_\_\_\_

NAME OF BIDDER

**COMPANY SEAL** 

#### Annexure – H

#### Form of Performance Guarantee Bank Guarantee Bond

- 2. We, ------ do hereby undertake to pay the amount due and payable under this guarantee without any demure, merely on a demand from the University stating that the amount claimed is required to meet the recoveries due to likely to be due from the said firm. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ------- (Rupees ------- only).
- 3. We, the said bank further undertake to pay the University any money so demanded notwithstanding any dispute or disputes raised by the firm in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Firm shall have no claim against us for making such payment.

- 4. We, ------(indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the University under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Project-in-Charge on behalf of the University certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Firm and accordingly discharges this guarantee.
- 5. We, ------(indicate the name of the Bank) further agree with the University that the University shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Firm from time to time or to postpone for any time or from time to time any of the powers exercisable by the University against the said firm and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Firm or for any forbearance, act of omission on the part of the University or any indulgence by the University to the said Firm or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
- 6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Firm.
- 7. We, -----(indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the University in writing.

Dated ----- the day of .....

(Name of the Bank)

## SCHEDULE OF QUANTITIES FINANCIAL BID

Financial bid in respect of Supply & Installation of Ceiling fans in Boys & Girls Hostel, JNTUACEP of Pulivendula.

S.No	Description of the item	Qty	Rate	Amount			
1.	Ceiling fans	300 No					
	Technical Specification for Ceiling fan						
	Make : Crompton/Havells/Orient/Equivalent Brand						
	Model:(Should be specified by the vendor)						
	Blade sweep: 1200 mm (48")						
	Fan motor: Permanent Magnet Brushless DC Motor						
	Rated Voltage: 230 Volts, 50 Hz, single phase AC.						
	Test Voltage: 230 Volts, 50 Hz, single phase AC						
	Rated frequency: 50 Hz						
	Rated power input: 35 Watts						
	Rated power factor: 0.98 min.						
	Rated speed: Not less than 370 RPM						
	Rated air delivery: 220 m3 / min.						
	Rated service value: 6.29m3 / min/ watt						
	No. of blades: Three						
	Type of blade leaf: 1.05 mm thick aluminum sheet						
	No. of running positions: 5 speeds +off, timer option						
	Down rod: 300 mm long, Cold rolled pipe						
	Speed regulation: Min . 50% (approx)						
	Class of motor insulation: Class 'B'						
	No. of Bearings: Two ball bearings						
	Shackle assembly: With Al. spacer clamp for additional safety						
	Rating: 5 star rating and Bureau of Energy Efficiency (BEE) certificate						
	should submit						
	Finish : Powder coated						
	Warranty:(Specified by the vendor)						
	Quoted price should be including supply and installation of Fans in the						
	campus.						
Note: 7	total amount should not exceed Rs.8,50,000/- with all taxes, Transportation, etc. and enter the total bid amount						
in defa	ult price bid given in e-procurement platform.						

### (SEAL, SIGNATURE & NAME OF THE BIDDER)

## For any clarification, please contact:

Contact: 7670902300

Email Id: principal.cep@jntua.ac.in