



**JAWAHARLAL NEHRU TECHNOLOGICAL UNIVERSITY HYDERABAD**

**Kukatpally, Hyderabad – 500 085 TELANGANA (INDIA)**

**CONVENTIONAL TENDER BOX SYSTEM**

**Tender Notice No. JNTUH/ED/HBD/3591/2019-20, Dated 20-12-2019**

- 1) Name of the work : **Providing Annual maintenance contract for existing Reverse Osmosis Plant and Hiring the auto for delivery of the water cans at JNTUH Campus, Kukatpally, Hyderabad**
- 2) Estimate Contract value of work put to tender : **Rs. 0.00**
- 3) Period of completion of work : **12 Months**
- 4) Form of contract / class of contractor eligible : **LUMPSUM**

(i)	Registered Firms/Agencies
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- 5) E.M.D. to be paid to be paid in the shape of Demand Draft in favour of **Registrar JNTUH KUKATPALLY, HYDERABAD** obtained from Nationalized Bank/Scheduled : **Rs. 6,000.00**
- 6) Bid Submission Start Date & Time : **From 21/12/2019 (10.00 AM)**
- 7) Bid Submission Closing End Date & Time : **28/12/2019 up to 3.00 PM**
- 8) Commercial Stage : **28/12/2019 up to 3.30 PM**
- 9) **Processing Fee (non-refundable)** to be paid in the shape of Demand Draft in favour of **Registrar JNTUH KUKATPALLY, HYDERABAD** obtained from Nationalized Bank/Scheduled : **Rs. 590/-**

2 a) The bidders need to contact the **Chief Engineer, JNTUH KUKATPALLY, HYDERABAD** for information.

The Department of Chief Engineer, Engineering Department, JNTUH Kukatpally, Hyderabad, invites tenders from reputed Annual Maintenance Contract Registered Firms/Agencies with Government of Telangana for **Providing Annual maintenance contract for existing Reverse Osmosis Plant and Hiring the auto for delivery of the water cans at JNTUH Campus, Kukatpally, Hyderabad.**

**Item wise specifications indicated below:**

Sl.No.	Description	Estimate amount per one year
1	Annual maintenance contract for existing Reverse Osmosis Plant at JNTUH Campus	Rs._____ per one year including GST
2	Hiring the auto for delivery of the water cans at JNTUH Campus	Rs._____ per one year including GST

**SCOPE OF WORK:**

i. The Scope of work includes to check the performance of 1000 Lph RO System and submit a report after every visit. The scope includes: unit checkup and general cleaning, chemical cleaning of Membranes, replacement of membrane, as per requirement. The water is to be filtered and stored in storage water tanks. The filtered water is to be filled in the 20 Liters water cans for supply to designated places.

ii. The bidder should deploy skilled operators for daily operations and maintenance of the RO Plants, in two shifts.

iii. Every day the RO plant is to be operated in two shifts, to meet the water requirement of the University. The raw water will be made available from the nearest sump to RO plant.

iv. Quality of the processed water should be maintained as per the drinking water standards of "Indian Standards" i.e. IS: 10500-2012.

v. One Service Engineer should visit the plant twice in a month.

vi. The AMC is for preventive as well as for break down maintenance and includes repair and replacement of the following parts free of charge during the contract period.

a. All kinds of filters

b. Pre-filter candle

c. Panel Board

d. Carbon

e. Worn out parts etc.

f. Membrane

vii .Supply and fixing of water can caps.

viii. The regular maintenance includes:

<b>Works to be carry out</b>	<b>Frequency</b>
Cleaning of all filters	For every 3 days
Change of filters	For every 10 days
Cleaning of Membranes	For every 6 months
Water samples to be tested	For every 10 days (lab reports to be submitted)

For every 3 months Lab reports to be submitted from central laboratory

ix. Repair of the electrical parts and electric motor provided for the RO Plants including replacement of parts and rewinding as and when required.

x. Periodically monitor the incoming and outgoing water pressure through the multi-media filters, Activated carbons filters, UV system, pre filters to the RO units.

xi. Security of the plant and filter water.

xii. Delivery of water cans within the University campus to all the Buildings and floors as per the requirements by engaging suitable vehicle (Auto)/Van, and Delivery boy.

**SPECIAL CONDITIONS:**

1. Bidders are required to make a written acknowledgement that their quoted technical Specifications match with the prescribed specifications.
2. **Two bid system: Part I** – Technical bid – consisting of all technical details wherever applicable. **Part-II** – Financial bid – indicating price for the item mentioned in the technical bid along with commercial terms and conditions.
3. The bids are evaluated strictly in terms of the technical specifications desired here in this document, and no improvisation of technical advantages, which might be attributed to any equipment, is not taken into consideration. Only those technical bids which are perfectly matching to the specification issued here are considered for the opening of the financial bid and the lowest of the bids are considered for the award of the purchase order in case if the University desires to procure. Date and Time of opening of the technical bids will be intimated to those firms whose technical bids were found successful.
4. **List of current users:** List of current users of the quoted or an equivalent model in India should be provided.
5. If you are an authorized Registered Firms/Agencies, please enclose the Registered Firms/Agencies certificate.
6. **Registration Nos.:** Firms should mention their GST, PAN registration numbers etc., on the quotations wherever applicable.
7. **Agreement:** The supplier has to enter into a purchase agreement with Chief Engineer, Jawaharlal Nehru Technological University Hyderabad. The order will be executed only upon fulfilling the agreement. Copy of the agreement form will be sent along with the Purchase Order.
8. The JNTUH Kukatpally, Hyderabad, reserves the right to reject any/ all tender or accept any offer part thereof without giving any reasons. The decisions of the JNTUH Kukatpally, Hyderabad in this matter will be final.
9. **Validity of the rates:** The rates quoted must be valid for at least twelve months from the date of the due date of the quotations.
10. JNTUH Kukatpally, Hyderabad will not be held responsible for postal/courier delay.
11. **Acceptance quotations:** The University reserves the right to reject or partially accept any or all the quotations received without assigning any reason.
12. **EMD of Rs. 6,000/- (Rupees Six thousand only) in favour of Registrar, JNTUH Kukatpally** need to be submitted along with the Bid documents in the form of Demand Draft. The balance EMD of the successful bidder, 1.50% of TCV shall be paid at the time of concluding Agreement.
13. **Processing Fee (non-refundable) of Rs. 590.00 (Rupees Five hundred Ninety only) in favour of Registrar, JNTUH Kukatpally** need to be submitted along with the Bid documents in the form of Demand Draft.
14. **Payment will be done only after satisfactory Maintenance contract upon the satisfactory.**
15. **No advance payment will be made.**
16. **The other terms & conditions:** Will be as per JNTUH Kukatpally, Hyderabad purchase procedure.
17. **Earnest Money Deposit:** The balance EMD of the successful bidder, 1.50% of ECV / TCV whichever is higher shall be paid at the time of concluding Agreement.
18. **Arbitration:** Any dispute arising out of this contract shall be referred to the JNTUH Kukatpally, Hyderabad, and if either of the parties hereto is dissatisfied with the decision, the dispute shall be referred to the decision of the Arbitrator, who should be acceptable to both the parties, to be appointed by the Vice-Chancellor of the University. The decision of such Arbitrator shall be final and binding on both the parties. All disputes are to be settled within the jurisdiction of Hyderabad courts.
19. The tender should be addressed to ***The Chief Engineer, Engineering Department, JNTUH, Kukatpally, Hyderabad – 500085.***

Clarifications if any may be sought from the undersigned **only** through our email [chiefengineerjntuh@gmail.com](mailto:chiefengineerjntuh@gmail.com) before submission of the bids. No telephonic queries/personal visits will be entertained.

**Dr. B. DEAN KUMAR**  
**Chief Engineer,**  
**Engineering Department,**  
**JNTUH Kukatpally,**  
**Hyderabad – 500085**  
**Telangana State,**  
**India. Tel: +91965244421**  
**chiefengineerjntuh@gmail.com**

### **C. SUBMISSION OF TENDERS**

#### **1. Submission of Tenders:**

- 17.1 The bidders who are desirous of participating in conventional box tender shall submit their technical bids, price bids etc.,
- 17.2 The tenderer shall invariably furnish the original DD of the processing fee to the tender inviting authority before opening technical bids. Department will not take any responsibility for any delay or non-receipt. Failure to furnish the original DD before Price bid opening will entail rejection of bid and blacklisting.

#### **2. Last date / time for Submission of the Tenders.**

- 2.1 Tenders must be submitted not later than the date and time specified in tender notice. In the event of the specified date / time for the submission of bids declared as holiday, the bids will be received on the next working day.
- 2.2 The Chief Engineer may extend the dates for issue and receipt of Tenders by issuing an amendment in which case all rights and obligations of the Chief Engineer and the Tenderers will remain same as previously.

#### **3. Late Tenders.**

- 3.1 Any Tender received after the last date / time prescribed in tender notice will be summarily rejected.

#### **4. Modification to the Tender.**

- 4.1 No Tender shall be modified after the last date /time of submission of Tenders.

### **E. TENDER OPENING AND EVALUATION**

#### **5. Tender opening**

- 5.1 The tenderers or their authorized representatives can be present at the time of opening of the tenders. Either the tenderer himself or one of his representative with proper authorization only will be allowed at the time of tender opening. If any of the tenderer is not present at the time of opening of tenders, the tender opening authority will, on opening the tender of the absentee tenderer, reads out and record the deficiencies if any, which shall be binding on the tenderer.

#### **6. Examination of technical Bids and Determination of Responsiveness**

- 6.1 The Chief Engineer will evaluate whether each Tenderer is satisfying the eligibility criteria prescribed in the tender document and declares them as a qualified Tenderer.
- 6.2 If the technical bid of a Tenderer is not satisfying any of the eligibility criteria it will be rejected by the Chief Engineer. However, the tender accepting authority detects any error in the evaluation of Tenders by Chief Engineer, the tender accepting authority while returning the tenders may direct the Chief Engineer or Chief Engineer as the case may be, to re-evaluate the tenders.
- 6.3 If any alteration is made by the tenderer in the tender documents, the conditions of the contract, the drawings, specifications or statements / formats or quantities the tender will be rejected.

#### **7. Price Bid Opening:**

- 7.1 Only the Price Bids of qualified Tenderers who's technical Bids are found satisfying the eligibility criteria shall be opened in the presence of the qualified Tenderers or their authorized representatives present on the date and time fixed. The bid offers are read out and minutes recorded and the signatures of the Tenderers present are taken in the minutes.
- 7.2 The Price Bid of the Unqualified Tenderers will not be opened and thereafter E.M.D. will be returned to the tenderers.
- 7.3 Tenders shall be scrutinized in accordance with the conditions stipulated in the Tender document. In case of any discrepancy of non-adherence Conditions the Tender accepting authority shall communicate the same which will be binding both on the tender Opening authority and the Tenderer. In case of any ambiguity, the decision taken by the Tender Accepting Authority on tenders shall be final.

## **8. Evaluation and Comparison of Price Bids**

- 8.1 The Chief Engineer will evaluate and compare the price bids of all the qualified Tenderers.
- 8.2 Negotiations at any level are strictly prohibited. However, good gesture rebate, if offered by the lowest tenderer prior to finalization of tenders may be accepted by the tender accepting authority.
- 8.3 Selection of Tenderer among the lowest & equally quoted tenderers will be in the following orders:
- a) The tenderer whose bid capacity is higher will be selected.
  - b) In case the bid capacity is also same the tenderer whose annual turnover is more will be preferred.
  - c) Even if the criteria incidentally become the same, the turnover on similar works and thereafter machinery available for the work and then the clean track record will be considered for selection.

## **9. Discrepancy in Tender percentage quoted.**

- 9.1 In case of any discrepancy between the overall tender percentage quoted in words and figures, the percentage quoted in words shall prevail. In case the tenderer has quoted overall tender percentage only in words and not in figures or vice versa, such tender shall be treated as incomplete and rejected.

## **10. Process to be Confidential.**

- 10.1 Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced by the tender accepting authority. Any effort by a Tenderer to influence the processing of Tenders or award decisions may result in the rejection of his Tender.
- 10.2 No Tenderer shall contact the Chief Engineer any authority concerned with finalization of tenders on any matter relating to its Tender from the time of the Tender opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Chief Engineer, it should do so in writing.
- 10.3 Before recommending / accepting the tender, the tender recommending / accepting authority shall verify the correctness of certificates submitted to meet the eligibility criteria and specifically experience. The authenticated agreements of previous works executed by the lowest tenderer shall be called for.

## **F. AWARD OF CONTRACT**

### **11. Award Criteria**

- 11.1 The Chief Engineer will award or recommend to the competent tender accepting authority for award of the contract to the Tenderer who is found technically qualified as per the Tender conditions and whose price bid is lowest.

- 11.2 The tender accepting authority reserves the right to accept or reject any Tender or all tenders and to cancel the Tendering process, at any time prior to the 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 reasons for such action.

**12. Notification of Award and Signing of Agreement.**

- 12.1 The Tenderer whose Tender has been accepted will be notified of the award of the work by the Chief Engineer, prior to expiration of the Tender validity period by registered letter. This letter (hereinafter and in the Conditions of Contract called "Letter of Acceptance") will indicate the sum that the Government will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Amount").

- 12.2 When a tender is to be accepted the concerned tenderer shall attend the office of the Chief Engineer concerned on the date fixed in the Letter of acceptance. Upon intimation being given by the Chief Engineer, of acceptance of his tender, the tenderers shall make payment of the balance E.M.D., and additional security deposit wherever needed by way of Demand Draft or unconditional and irrevocable Bank Guarantee obtained from a Nationalized with a validity period of months, and sign an agreement in the form prescribed by the department for the due fulfillment of the contract. Failure to attend the Chief Engineer's office on the date fixed, in the written intimation, to enter into the required agreement shall entail forfeiture of the Earnest Money deposited. The written agreement to be entered into between the contractor and the Government shall be the foundation of the rights and obligations of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into contract on behalf of the Government.

- 12.3 The successful tenderer has to sign an agreement within a period of 15 days from the date of receipt of communication of acceptance of his tender. On failure to do so his tender will be cancelled duly forfeiting the E.M.D., paid by him without issuing any further notice and action will be initiated for black listing the tenderer.

**13. Corrupt or Fraudulent Practices**

- 13.1 The Government requires that the bidders / suppliers / contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government

- (a) define for the purposes of the provision, the terms set forth below as follows:
  - (i) "corrupt practices" means the offering, giving, receiving or soliciting of anything of value to influence the action of a Government official in procurement process or in contract execution: and
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish in Tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.
- (b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) Will blacklist / or debar a firm, either indefinitely or for a stated period of time, if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Government Contract.
- (d) Furthermore, Tenderers shall be aware of the provisions stated in the General Conditions of Contract.

**FORMS OF TENDER  
QUALIFICATION INFORMATION  
Annexure –I  
CHECKLIST TO ACCOMPANY THE TENDER**

S.No	Description	Submitted in Cover 'A'	Page No. (see Note below)
1	2	3	4
1	Copy of Contractors valid Registered Firm/Agencies	Yes / No	
2	Copy of PAN Card	Yes / No	
3	Copy of Latest I T returns	Yes / No	
4	Copy of Telangana state GST Registration	Yes / No	
5	Copy of Latest GST returns	Yes / No	
6	Information of Litigation history in Statement VII	Yes / No	
7	Processing Fee of original demand drafts should submit to the <b>Chief Engineer, JNTUH, Kukatpally, Hyderabad</b> on or before opening the Price Bid. Failing which the tender will not be considered.	Yes / No	
8	E.M.D. to be paid online and Processing fee in shape of Demand Draft drawn in favour of <b>Registrar JNTUH KUKATPALLY, HYDERABAD</b> any Scheduled Bank	Yes / No	
9	Any other documents	optional	

**Notes:-**

- All the statements copies of the certificates, documents etc., enclosed to the Technical bid shall be given page numbers on the right corner of each certificate, which will be indicated in column (4) against each item. The statements furnished shall be in the formats appended to the tender document.
- The information shall be filled-in by the Tenderer in the checklist and shall be enclosed to the Technical bid for the purposes of verification as well as evaluation of the tenderer's Compliance to the qualification criteria as provided in the Tender document. All the Certificates, documents, statements as per check-list shall be submitted by the tenderer in sealed Cover "A".

**DECLARATION**

I / WE ..... have gone through carefully all the Tender conditions and solemnly declare that I / we will abide by any penal action such as disqualification or black listing or determination of contract or any other action deemed fit, taken by, the Department against us, if it is found that the statements, documents, certificates produced by us are false / fabricated.

I / WE hereby declare that, I / WE have not been blacklisted / debarred / Suspended / demoted in any department in Telangana/ Andhra Pradesh or in any State due to any reasons.

**Signature of the Tenderer**

**STATEMENT - VII**

Information on litigation history in which Tenderer is the Petitioner.

S. No	Case No. / Year	Court where filed.	Subject Matter / Prayer in the case.	Respondents i.e., SE / CE	Present Stage.
1	2	3	4	5	6

**Signature of the Tenderer**

## CONDITIONS OF CONTRACT

### A. GENERAL

#### 1. Interpretation:

- 1.1 In interpreting these Conditions of Contract, singular also means plural, male also means female, and vice-versa. Headings have no significance. Works have their normal meaning under the language of the contract unless specifically defined. The Engineers-in-charge will provide instructions clarifying queries about the conditions of Contract.
- 1.2 The documents forming the Contract shall be interpreted in the following order of priority:
- 1) Agreement
  - 2) Letter of Acceptance, notice to proceed with the works
  - 3) Contractor's Tender (Technical bid)
  - 4) Conditions of contract
  - 5) Specifications
  - 6) Any other document listed as forming part of the Contract.

#### 2. GST (Goods & Service Tax):

- 2.1 The Rates of agreement items of works are inclusive of GST. The percentage quoted by the contractor is inclusive of **Goods & Services Tax (GST)**.
- 2.2 GST for the works contract shall be as per GST Act 2017. For works contract, Tax deduction at source will be recovered from each bill of the contractor at 2% of bill amount. The TDS for GST at 2% will be added and recovered from each work bill.
- 2.3 It is the liability of the contractor to pay GST as fixed by the Government on each bill of work done. However 2% TDS recovered from each bill could be added in the monthly returns submitted. The contractor will be reimbursed of the balance GST paid as fixed by the Government and provided in the sanctioned estimate.

**Goods & Services Tax (GST)** during the currency of the contract deduction towards TELANGANA GST, while making payments to the contractor.