

Ref: RGUKT-B/Proc/Solar Water Heater/T01/2019, dt.01.02.2019

(e-Procurement Tender Notice)

**Tender for Providing Hot Water Facility through
Solar Water Heaters in RGUKT,Basar ,Telangana
with Two Years of Comprehensive Maintenance
Contract**



**RAJIV GANDHI UNIVERSITY OF KNOWLEDGE
TECHNOLOGIES**

BASAR,

Nirmal District, Telangana- 504107

Website: www.rgukt.ac.in

Contact: 9492301704

e-mail: procurement@rgukt.ac.in

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News paper advertisement
Tender Notice



**RAJIV GANDHI UNIVERSITY OF KNOWLEDGE TECHNOLOGIES,
BASAR,
NIRMAL DISTRICT, TELANGANA-504107**

Online tenders are hereby invited from interested and eligible bidders for “Providing Hot Water Facility through Solar Water Heaters in RGUKT, Basar , Telangana”.

Interested bidders can download and submit the bids online from 05.02.2019 to 19.02.2019 till 05:00PM through www.tender.telangana.gov.in. For further details please visit our website: www.rgukt.ac.in

Date: 01.02.2019

Sd/-
Vice-Chancellor

TENDER SCHEDULE

Rajiv Gandhi University of Knowledge Technologies (RGUKT), Basar, is a fully residential University having 6000 students on rolls. RGUKT invites sealed tenders comprising Pre-qualification, technical bid and price bid from the eligible bidders for Providing Hot Water facility in Boys and Girls Hostels with Two Years of Comprehensive Maintenance Contract in its premises located in the Nirmal District of Telangana State.

SECTION - A

Time schedule of various tender related events

Bid calling date	01.12.2019
Bid Document fee (Non refundable)	Rs. 20,000/- (By way of DD from any Scheduled Bank in favour of Director, RGUKT, Basar, payable at Basar)
Bid Documents Downloading Start date	06.02.2019
Pre-bid Meeting	05.02.2019@11:00AM
Bid Document Downloading End Date	20.02.2019 till 04.00 PM
Last date for uploading of online documents	20.02.2019at 05:30 PM
Last date for submission of Hard copies of documents uploaded online	22.02.2019 at 05:00 PM
Pre-qualification & Technical Bid opening date/time	25.02.2019at 03:00 PM.
Price Bid opening date/time	26.02.2019 at 04:00 PM
Contact person	Vice-Chancellor, RGUKT, Basar.
Reference No	<u>RGUKT-B/Proc/Solar Water Heater/T01/2019</u>

Vice-Chancellor
RGUKT-Basar

CLARIFICATIONS:

- i. Queries if any, can be made through e-mail only on procurement@rgukt.ac.in on or before 05.02.2019. Queries received via any mode other than e-mail id mentioned above will not be entertained. The queries should only be sent in following format on the official letter head of the company.

S.No.	Page No. (Tender Ref.)	Clause (Tender Ref.)	Description (Tender Ref.)	Query

- ii. The addendum/corrigendum if any shall be published on RGUKT's website i.e. www.rgukt.ac.in as well as on e-procurement platform www.tender.telangana.gov.in.
- iii. The Bidders are requested to submit the bids after issue of clarifications duly considering the changes made if any. Bidders are totally responsible for incorporating/complying the changes/ amendments issued if any in their bid.

Vice-Chancellor,
RGUKT-Basar.

SECTION-B
STATEMENT OF IMPORTANT LIMITS/VALUES RELATED TO BID

Item	Description
Bid Document fee (Non refundable)	Rs. 20,000/- (By way of DD from any Scheduled Bank in favour of Director, RGUKT, Basar, payable at Basar)
EMD	Rs.3,50,000/- (by way of Demand Draft or Irrevocable Bank Guarantee from any Nationalized/Scheduled Bank)
Bid Validity Period	90 days from the date of opening of commercial bid
EMD Validity Period	90 days
Period for furnishing performance Security	Within 10 days from date of receipt of Purchase Order
Performance security value	10% of the contract value.
Performance security validity period	5% shall be released after 2.5 years and balance 5% shall be released after 5 years
Period for signing the order Acceptance	Within 7 days from date of receipt of notification of award
Payment terms	
Payment of bill	70% payment shall be made upon delivery of the material to site and 20 % payment shall be made after installation, commissioning and balance 10% payment shall be made after successful running of the plant for two months.
Transaction Fee	Transaction fee: All the participating bidders who submit the bids have to pay an amount @ 0.04% of their final bid value online with a cap of Rs. 10,000/- for quoted value of purchase up to Rs.50 crores and Rs.25000/- if the purchase value is above Rs.50 crores & service tax applicable @ 14% as levied by Govt. of India on transaction fee through online in favour of MD, TPTS. The amount payable to TPTS is non refundable.

SECTION - C (PROJECT DETAILS)

Bid Notice No: RGUKT-B/Proc/Solar Water Heater/T01/2019

Name of work: Providing Hot Water Facility through Solar Water Heaters in RGUKT, Basar in Telangana state.

INFORMATION TO BIDDERS

OFFICER INVITING BIDS: Rajiv Gandhi University of Knowledge Technologies, Basar, Telangana

- Bids are invited on online on the **e-procurement platform** for the above mentioned work from the **Manufacturers / Manufacturing Firms / Companies / Firms** having a **valid Registration Certificate/ License**. The details of bid conditions and terms can be downloaded from the electronic Procurement Platform of Government of Telangana i.e. www.tender.telangana.gov.in
- Approximate value of work: **Rs. 3,50,00,000 (Rs. Three Crore Fifty lakhs only)**
- Bidders would be required to register on the e-Procurement Market Place www.tender.telangana.gov.in and submit their bids online. Rajiv Gandhi University of Knowledge Technologies will not accept any bid submitted in the paper form.
- Bid processing fee (**non refundable**) **Rs.20000/-** should be paid in the shape of crossed Demand Draft drawn in favour of **Rajiv Gandhi University of Knowledge Technologies, Basar** from any Nationalised / Scheduled commercial bank, valid for a period of **3 months** from the date of N.I.T. The scanned copy of D.D shall be uploaded on line along with the bid. **Failure to upload the scanned copy of the D.D, online in the bid, the bidder will be disqualified/rejected. No other mode of payment will be accepted. The original D.D towards this Bid processing fee shall be submitted to the Rajiv Gandhi University of Knowledge Technologies, Basar one day before the opening of Price Bids, as stipulated in the NIT.**
- E.M.D of Rs.3,50,000/-** (i.e., 1% of ECV) to be paid along with the bid in the form of either a crossed Demand Draft **or an** unconditional and irrevocable Bank Guarantee in favour of **Rajiv Gandhi University of Knowledge Technologies,Basar** in the **standard format as shown in the bid document**, issued by any Nationalized/Schedule Bank to be valid for **6 (Six) months** from the date of NIT. **Scanned copy of E.M.D should be uploaded on line on e-procurement platform, along with the bids** and the successful bidder shall submit the original DD/BG to the **Rajiv Gandhi University of Knowledge Technologies,Basar** through Registered post/Courier/in person so as to

reach before the date specified in the Intimation Notice. Failure by the successful bidder, to furnish the original Demand Draft/Bank Guarantee within the stipulated date & time, the bidder will be suspended from participating in tenders on e-procurement platform for a period of **three years** including criminal prosecution as per G.O Ms No.174, Irrigation & CAD (PW-Reforms) Department Dated: 01/09/2008.

(NOTE: No claims shall be allowed against the Rajiv Gandhi University of Knowledge Technologies in respect of interest on Earnest Money Deposit or on Security Deposit or late payments.)

- Period of completion of work : **(60) days**
- The bidders can view/ down load the bid documents from the 'e' market place.
- Form of contract – **Lump Sum Contract.**

The bidder has to quote a lump sum rate for designing, submission of the design documents and the consequent implementation of the same. The rates shall be inclusive of all the aspects of the project until successful erection and implementation of the same.

The bidder shall quote the rates carefully. The rates shall be inclusive of all applicable taxes. No conditional tender in any manner is accepted.

RGUKT, Basar shall reserve the right to cancel the tender notice at any stage without assigning any reason whatsoever.

Note: The quantities shown in the Schedule of quantities / B.O.Q are purely provisional. It is subjected to modification i.e increase or decrease or may be deleted if found necessary at the time of award of contract without any change in other terms and conditions.

- Downloading of bid documents: From: 05.02.2019 at 9.00 AM to 19-02-2019 up to 4:00 PM (online only)
- Time and date of opening of bids:
 - a. Technical bid : 25-02-2019 at 3.00 PM
 - b. Price bid : 26-02-2019 at 3.00 PM

Note: The dates stipulated above are fixed and under no circumstances they will be relaxed unless otherwise extended by an official notification or happens to be public holidays.

The bidder has to submit the bid on online only on e-procurement platform. The prospective bidders would be required to register on e-Procurement Market Place at the web site @ “www.tender.telangana.gov.in” and submit the bids online. **Rajiv Gandhi University of Knowledge Technologies will not accept any bid submitted in the paper form.**

- **Procedure for submission of bids:**

- Bidders need to contact the **Rajiv Gandhi University of Knowledge Technologies, Basar** for any information on e-Procurement.
- Bidders need to register on the electronic Procurement Market Place of Government of Andhra Pradesh and Telangana i.e., “<http://www.eprocurement.gov.in>”. On registration on the e-Procurement market place, they will be provided with a user **ID** and password by the system using which they can submit their bids online.
- While registering on the e-procurement market place, bidders need to scan and upload the required attested documents as per the bid requirements onto their profile. Such uploaded documents pertaining to technical bid need to be attached to the tender while submitting the tender online.
- As per G.O Ms No.174, I&CAD (PW-REFORMS) Department Dt.01/09/2008, the following modifications are made:
 1. Submission of original hard copies of the uploaded scan copies of DD/BG towards Earnest Money Deposit by participating bidders to the tender inviting authority before opening of the price bid be dispensed forthwith.
 2. All the bidders shall invariably upload the scanned copies of DD/BG in e-procurement system and this will be primary requirement to consider the bid as responsive.
 3. Rajiv Gandhi University of Knowledge Technologies shall carry out the Technical Bid Evaluation solely based on the uploaded certificates/documents, DD/BG towards EMD in the e-procurement system and open the price bids of responsive bidders.
 4. Rajiv Gandhi University of Knowledge Technologies will notify the successful bidder for submission of original hard copies of all uploaded documents, DD/BG towards Earnest Money Deposit prior to entering into agreement.
 5. **The successful bidder shall invariably furnish the original DD/BG towards Earnest Money Deposit, certificates/ documents of the uploaded scanned copies to the tender inviting Authority before entering into agreement either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful bidder.**
 6. Rajiv Gandhi University of Knowledge Technologies will not take any responsibility for any delay in receipt/non receipt of original DD/BG towards earnest money deposit, certificates/Documents, from the successful bidder before the stipulated time. On receipt of documents, Rajiv Gandhi University of Knowledge Technologies shall ensure the genuineness of the DD/BG towards Earnest Money Deposit and all other certificates/documents uploaded by the bidder in e-procurement system in support of the qualification criteria before concluding the agreement.
 7. **If any successful bidder fails to submit the original Hard copies of uploaded certificates/documents, DD/BG towards Earnest Money Deposit within the**

stipulated time or if any variation is noticed between the uploaded documents and the hard copies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on e-procurement platform for a **period of 3 years**. The e-procurement system would deactivate the user ID of such defaulting successful bidder based on the trigger/recommendation by the tender inviting authority in the system. Besides this, Rajiv Gandhi University of Knowledge Technologies shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the development schemes taken up by the Government.

- Steps for registration and submission of bids are described in detail in the “Bidders Training Booklet” available with the department as well as at the above web site.
- Rajiv Gandhi University of Knowledge Technologies will not hold any risk and responsibility for the loss in transit during uploading of the scanned documents, for the invisibility of the scanned documents online and any other problem(s) encountered by the bidder while submitting his bids in online.
- The bidder shall authenticate the bid with his digital certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform.
- **Important Instructions to the Bidders:**
 - **Quality of supplied material throughout its life cycle period, timely supplies and prompt maintenance support during the warranty and defects liability period without default are being given paramount importance by Rajiv Gandhi University of Knowledge Technologies. Rajiv Gandhi University of Knowledge Technologies will be dealing with the defaulters with firm hand, which may lead to blacklisting for a specified period in addition to levying penalties.**
 - **In case of complaints on the quality and poor maintenance support of the products supplied, bills will be withheld till receipt of satisfactory reports. Further:**
 - **If one item of any Supplier is found of ‘Sub-Standard Quality’ during the Contract period, then that particular item will be blacklisted for a period of (3) three years immediately succeeding the Contract year**
 - **If two items of any Supplier are found of ‘Sub-standard Quality’ during the Contract period, then Supplier will be blacklisted for a period of (3) three years immediately succeeding the Contract year**
 - **Rajiv Gandhi University of Knowledge Technologies will blacklist the Supplier, who is declared as ‘Undependable for two (2) items or in two (2) instances during the Contract period, for a period of one year immediately succeeding the Contract year apart from taking other penal actions under the Contract.**

- The decision of Rajiv Gandhi University of Knowledge Technologies , or any officer authorized by Rajiv Gandhi University of Knowledge Technologies in respect of the quality of the supplied Equipment and other goods etc., shall be final and binding.
 - No claims shall be allowed against the Rajiv Gandhi University of Knowledge Technologies in respect of interest on Earnest Money Deposit or on Security Deposit or late payments.
 - Savings Clause: No suit, prosecution or any legal proceedings shall lie against Rajiv Gandhi University of Knowledge Technologies or any person for anything, which is done in good faith or intended to be done in pursuance of bid.
- **Qualification requirements:** To qualify for consideration of award of the contract each bidder should fulfill the following criteria:
 1. **The bidder shall upload on line on e-procurement platform**, the following particulars in the formats enclosed, supported by documentary evidence as specified in the formats.

Check slip to accompany the Bid (in Annexure –I).

- 1.The Bidder submitting the Bid should be Manufacturers / Manufacturing Firms /Companies / Firms having a valid Registration Certificate/ License as the case may be.
2. The bidder shall upload on line on e-procurement platform, copies of Financial Audited accounts for the preceding **three (3) Financial audited accounts for 2015-16, 2016-17 and 2017-18**, demonstrating the soundness of the financial position and that it has the financial resources to perform the proposed contract and auditor's report for the past three years.
3. The Successful Bidder should furnish a copy of valid GST registration certificate
4. The Bidder / Supplier should furnish copy of Permanent Account Number (PAN).
5. Each bidder shall upload on line on e-procurement platform, the scanned copy of the **E.M.D of Rs. 3,50,000** //- (i.e., 1% of ECV) to be paid along with the bid in the form of either a crossed Demand Draft **or an unconditional and irrevocable Bank Guarantee** in favour of **Rajiv Gandhi University of Knowledge Technologies** in the standard format as shown in the bid document issued by any Nationalised/ Schedule Bank to be valid for 6 (Six) months from the date of NIT.

(Note: Small Scale Industries SSI (MSME units) are exempted from payment of EMD.)

6. Each bidder shall upload the scanned copy of the **Bid processing fee (non refundable) Rs.20000/-** to be paid in the shape of crossed Demand Draft drawn in favour of **Rajiv Gandhi University of Knowledge Technologies** from any Nationalized / Scheduled commercial bank, valid for a period of 6 months from the date of N.I.T. The scanned copy of D.D shall be uploaded on line along with the bid. **Failure to upload the scanned copy of the D.D, on line in the bid, the bidder will be disqualified/rejected. No other mode of payment will be accepted. The original D.D towards this Bid processing fee shall be submitted to the Rajiv Gandhi University of Knowledge Technologies one day before the opening of Price Bids, as stipulated in the NIT.**
7. To qualify for award of the contract each bidder in its same name and style should

have supplied **Solar Water Heater items to any Government Educational Institution(s) / Government Hostels / Government Hospitals / Government Organizations of Telanagana State - demonstrating the capacity of the Company/Firm of its network in the state and consequently the capacity to complete the work fast - of value not less than the ECV i.e.Rs. 3,50,00,000/-*** in any one of the last three financial years i.e, 2016-17, 2017-18 and 2018-19.

The Bidder shall upload along with their Bid documents related to their credentials of previous work done.
8. The bidder should have capability to provide after sales service for the maintenance period of i.e, **defect liability period (Warranty) of (2) Two years** and should be in a position to offer annual maintenance contract thereafter.
9. Notwithstanding anything stated above, Rajiv Gandhi University of Knowledge Technologies reserves the right to assess the Bidders capabilities, capacity to perform the contract and ability to offer Warranty and AMC, should circumstances warrant such an assessment in the overall interest of Rajiv Gandhi University of Knowledge Technologies deciding on award.
10. The tenderer shall clearly indicate the rate/quantum of taxes applicable and payable irrespective of fact whether quoted price is inclusive/ exclusive of taxes.
11. The tenderer shall submit relevant designs in detail to indicate and appraise **Rajiv Gandhi University of Knowledge Technologies the process and execution of the project successfully.**
12. The tenderer shall visit **Rajiv Gandhi University of Knowledge Technologies and obtain a site visit certificate from the DEE, Electrical department for the same and ensure that the designs shall conform to the actual site conditions.**
14. All the participating bidders should mandatorily pay electronically the transaction fee **(non refundable) of Rs.29338/-** (0.03% of ECV + 12.36% service tax on 0.03% of ECV) to **M/s TSTS Hyderabad through** “Payment Gateway Service on e-procurement Platform” which can be done at any of the ICICI Bank or HDFC Bank. The Electronic

Payment Gateway accepts all Master & Visa Cards issued by any bank and direct debit facility/Net banking of ICICI Bank/HDFC to facilitate the transaction. This is in compliance as per G.O Ms No. 13, IT&C Department Dated: 05/07/2006. (The ceiling amount of transaction fee for works costing ECV up to Rs 50.00 Crores is Rs 10,000.00 and for works costing with ECV above Rs 50.00 Crores, the ceiling amount of transaction fee is Rs 25,000.00).

15. The bidder is subjected to be black listed and the EMD forfeited if he is found to have misled or furnished false information in the forms/statements/certificates submitted in proof of qualification requirements or record of performance such as abandoning of works, non completion of works properly in time in earlier contracts, inordinate delays in completion of the works, litigation history and/or financial failures and/or participated in the previous bidding for the same work and had quoted unreasonably high bid prices.
16. Even while execution of the work, if found that the contractor had produced false/fake certificates of experience, he will be black listed and the contract will be terminated.
17. The bidder should submit signed undertaking of bid online.
18. **Service Charges:**
 - A) Service Charges at 0.04% of the estimated contract value of the work towards service charges has to be paid by successful bidder at the time of concluding agreement in the form of Demand draft in favour of Managing Director, TSTS, **Hyderabad** for **Rs.34814/-** (Ceiling amount of transaction fee for works costing ECV up to Rs 50.00 Crores is Rs 10,000/- and for works costing with ECV above Rs 50.00 Crores, the ceiling amount of transaction fee is Rs 25,000/-).
 - B) Service Charges at 0.06% of the estimated contract value of the work towards service charges has to be paid by successful bidder at the time of concluding agreement in the form of Demand draft in favour of Rajiv Gandhi University of Knowledge Technologies for **Rs.52221/-**.
19. **The successful bidder shall submit a copy of the GST registration Certificate to the **Rajiv Gandhi University of Knowledge Technologies** before concluding the Agreement.**
20. No relaxation will be given to any of the qualification criterion to any Firms/Agencies/ State or central governments undertakings.
21. The Sub-Contractor's/G.P.A. Holders experience shall **NOT** be taken into account in determining the bidders compliances with the qualifying criteria.
22. Even though the Bidder meets the above qualification criteria, the firm/ bidder is subjected to be disqualified if they have found to:

-- Misleading or made false representation in the forms, statements submitted in proof of the qualification requirements, and / or

-- Record of poor performance such as abandoning works not properly completing the contract, inordinate delays in completions, litigation history and/or financial failures, and /or.

-- Participated in the previous Bidding for the same works and had quoted unreasonably high bid prices.

Before recommending / accepting the Bid, the Bid accepting authority will verify the correctness of certificates submitted by the Lowest bidder to meet the eligibility criteria, specifically for experience.

The authenticated agreements of previous works executed by lowest Bidder shall be called for and if the lowest bidder is found to have misled or made false representation in the above certificates, forms, Statements, etc., or produced fake/false certificate of experience etc., then he/she will be disqualified and his/her Bid will be rejected.

- 23 In addition to above, even while execution of the work, if found that the bidder had produced false/fake certificates of experience, the bidder will be blacklisted and work will be taken over invoking clause 60 (a) of P.S. to A.P.S.S. The Bidders shall furnish declaration that they have not been blacklisted in any department in Andhra Pradesh and Telangana due to any reasons.

24 **Conditions:**

24.1 The dates stipulated in the NIT are firm and under no circumstances they will be relaxed unless officially extended.

24.2 The bidders who are eligible only file the Bids on online in 'e' procurement market.

24.3 The Successful Bidder must pay Security Deposit for an amount of 2.5 % of the bid value at the time of concluding the agreement by way of either an unconditional & Irrevocable bank guarantee **or** a crossed demand draft in favour of **Rajiv Gandhi University of Knowledge Technologies** with the validity period of 24 **months** from the date of bid submission obtained from Government owned public sector bank or any Scheduled commercial bank.

24.4 Bid Schedules are not transferable.

24.5 The bidders should submit their Bids on line only. Any sort of difficulties for the problems in the internet, web site in submission of Bids the department is not responsible.

25 Bidders shall submit a declaration without any reservation whatsoever that the submitted Eligibility and Qualification details, Technical bid and financial bid are

without any deviations and are strictly in conformity with the documents issued by the Employer.

26 Declaration should be given for the credentials submitted by the bidder.

- The bidders shall submit a written power of attorney authorizing the signatory of the bid to commit for the bidder.
 - The Bidder shall furnish declarations that:
 1. They have not been blacklisted in any department in the Andhra Pradesh and Telangana/ Any State Government / Central Government / State or Central Government undertakings.
 2. That they will agree to get disqualified themselves for any wrong declaration in respect of the above and to summarily reject their Bids.
- 29 The Bids will be evaluated on line by the **DEE of** Rajiv Gandhi University of Knowledge Technologies, Basar.
- 30** The Bids will be decided within a maximum period of **3 Months** after the expiry of the last date prescribed for the receipt of the Bids and the decision regarding the disposal of the Bid will be informed at any time within the said period. The Bid shall be remaining valid for a period of three months.
- 31 During the above mentioned period no plea by the Bidder for any sort of modification of the Bid based upon or arising out of any alleged misunderstandings or misconceptions or mistake for any reason will not be entertained.
- 32** All the earnest money deposited by the Bidder will be forfeited to the Government if the authority competent to accept the Bid so desires in the event of such Bidder withdrawing his Bid within the period of three months as specified above.
- 33** Bids shall be valid for **3 months**. Before expiry of validity the authority competent to call for Bids shall seek further extension of validity from the bidders and in the case the validity is not extended his Bid will not be considered and the EMD shall be returned.

- 34 In consideration of the Director, Rajiv Gandhi University of Knowledge Technologies, Hyderabad, Bid Committee undertake to investigate and take in to account each Bid and inconsideration of the work there be involved, all earnest money deposited by the Bidder will be forfeited to the Government in the event of such Bidder either modifying or withdrawing his Bid at his instance within the said validity period of three months.

35 EVALUTION OF BIDS:

35.1 Preliminary Examination

- 35.1.1 The department will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 35.1.2 Arithmetical errors will be rectified on the following basis. If there is discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, his bid will be rejected and the bid security will be forfeited. If there is a discrepancy between words and figures, the rate in words will govern.
- 35.1.3 Prior to the detailed evaluation the Department will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. The Department's determination of bids responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 35.1.4 A bid determined as not substantially responsive will be rejected by the Department.
- 35.1.5 The Department may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.
- 35.1.6 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid security may be forfeited.

35.2 Technical Bid Evaluation

Rajiv Gandhi University of Knowledge Technologies will verify the technical bids of all the bidders and will evaluate the firms based on the submission of proofs / Documents in respect of qualification requirements specified above.

35.3 Technical Committee Verification

- 1) **Only the bidders who qualifies in Technical Bids Evaluation will be considered for Technical Committee verification.**

- 2) The materials can be inspected by **Rajiv Gandhi University of Knowledge Technologies** before starting manufacturing of the items and the items will be inspected periodically while making supplies. If any deviations are found, the Firm/Agency has to take suitable measures to meet quality requirements.

35.4 Financial Bid Evaluation.

The Financial/Commercial bids of only those bidders **who qualify in Technical Bids Evaluation** will be considered for opening.

In case of any ambiguity, the decision taken by Rajiv Gandhi University of Knowledge Technologies shall be final and binding.

35.4.1 Negotiations are permitted only with the lowest bidder by the Technical Committee.

35.4.2 If the Bids received are found abnormally high or are within the permissible ceiling limits prescribed but under collusion due to unethical practices adopted at the time of Bidding process shall be rejected.

35.4.3 Before recommending / accepting the Bid, the Bid accepting authority shall verify the correctness of certificates submitted to meet the eligibility criteria and specifically for experience, the authenticated agreements of previous works executed by the lowest Bidder, shall be called for.

36.0 When a Bid is to be accepted the Bidder whose Bid is under consideration shall attend the office of the Director Rajiv Gandhi University of Knowledge Technologies, Basar on the date fixed by written intimation to him. He shall forth with upon intimation being given by the Director of acceptance of his Bid make payment of Security Deposit and sign an agreement in the proper department form for the due fulfillment of this contract. This Security deposit shall be retained as security for fulfillment of this contract. Failure to attend the Director, Rajiv Gandhi University of Knowledge Technologies, Basar, office on the date fixed in the written intimation from such office or to enter into the required agreement shall enable forfeiture of the earnest money. The written agreement to be entered into between the successful bidder and the Government shall be the foundation of the rights and obligations both the parties and the contract shall not be deemed to be complete until the agreement has first signed by the successful bidder and then by officer authorized to enter into contract on behalf of the Government.

36.1 The successful Bidder has to sign an agreement within a period of **7 days** from the date of receipt of communication of acceptance of their Bid. On failure to do so their Bid will be cancelled duly forfeiting EMD paid by them without issuing any further notice.

If the successful Bidder does not turn up to conclude the Agreement even after specified time mentioned in the notices, the Director, Rajiv Gandhi University of Knowledge Technologies, Basar shall suspend the Business of the erring Bidder for a minimum of **one year** duly forfeiting the EMD. The Managing Director Rajiv Gandhi University of Knowledge Technologies, Hyderabad shall intimate to MD, TSTS, to

disable the Digital key issued to bidder for a period of **one year** from date of intimation.

- 37 The successful bidder shall carefully study the drawings and additional specifications and all the documents which form part of the agreement to be entered into by the successful Bidder.
- 38 The successful bidder should closely peruse all the specifications, clauses which Govern percentage they are Bidding.
- 39 The defect liability period of contract shall be 2 **years or 24 months**.
- 40 A schedule of quantities accompanies the Bid notice. It shall be definitely understood that the government does not accept any responsibility for the correctness or completeness. The schedule is liable for alteration by omissions, deductions or additions at the discretion of the Director, Rajiv Gandhi University of Knowledge Technologies, Basar or as set forth in the conditions of the schedule of quantities. **It shall be noted that the quantities provided in the Schedule of quantities is purely provisional and is subjected to modifications, i.e additions and or deletions.**

41 Prices:

The bidder should quote the lump sum inclusive of all applicable taxes, transportation to site for finished item of Solar Water Heaters, on online/e-procurement platform.

- 41.1 No concessional forms will be issued i.e C-form, D-form, N-form.
- 41.2 Conventional method of quoting the prices by way of submitting Hardcopies is not acceptable.
- 41.3** Price bid shall contain the rates and quantities unambiguously. It shall be definitely understood that the government does not accept any responsibility of omissions, deductions in the conditions at the contract.
- 41.4** No alteration is to be made by the Bidder in Bill of quantities/ Schedule of quantities and the conditions of contract, drawings, specification or quantities accompanying the same will be recognized and if any such alterations are made the Bid will be summarily rejected.
- 42 The Bidder's rates should be based on the controlled prices for the materials if any fixed by the government or the reasonable prices permissible for the Bidder to charge a private purchase under the provisions of clause 6 of the Hoarding and profiteering prevention ordinance of 1943 as amended from time to time and on similar principle in regard to labour supervision in the construction.

8. Corrupt or fraudulent practices:

Rajiv Gandhi University of Knowledge Technologies 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:
 - a. **“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
 - b. **“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 bidders (prior to or after bid submission) designed to establish in bid 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 bidder 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, bidders shall be aware of the provisions stated in the general conditions of contract.

44. Right of Rajiv Gandhi University of Knowledge Technologies:

- Rajiv Gandhi University of Knowledge Technologies reserves the right to reject any or all of the tenders, without assigning any reason whatsoever.
- In the event of any dispute regarding any of the tender conditions, the decision of Rajiv Gandhi University of Knowledge Technologies/Technical Committee shall be final.
- During the supply of any Solar Water Heaters item, the DEE/ Engineer-in-charge of the work reserve the right to withdraw or add any of the items/materials/sizes to be procured from the scope of work.

45. TIME FOR COMPLETION

- 45.1** The total period of completion is **(60) days** from the date of entering into agreement to proceed including rainy season.
- 45.2** The attention of the Bidder is directed to the contract requirement at the time of beginning of the work, the rate of progress and the dates for the whole work and its several parts as per mile stones. The following rate of progress and proportionate value of work done from time to time as will be indicated by the DEE / DEE, certificate of the value of work done and completion of mile stones will be required. Date of commencement of their programme will be the date of concluding agreement.
- 45.3** After signing the agreement, the contractor shall forthwith begin the work, shall regularly and continuously proceed with them.

45.4 RATE OF PROGRESS.

The Total Period Of Completion of work is **(60) days** from the date of entering into agreement/ work programme to achieve the milestones

MILE STONE PROGRAMME

Name of work:: Providing Hot Water Facility through Solar Water Heaters in RGUKT, Basar

(1)	Mile Stone -I	Up to 2 Months	100% value of the work
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45.5 The contractor shall commence the works within the period specified under condition 45.1 above after the receipt by him of written order to this effect from the DEE Rajiv Gandhi University of Knowledge Technologies, Basar and shall proceed with the same with due expedition and without delay, except as may be expressly sanctioned or ordered by the DEE Rajiv Gandhi University of Knowledge Technologies, Basar, or be wholly beyond the contractor's control.

- Delays in commencement or progress or neglect of work and forfeiture of earnest money, security deposit and withheld amounts:

If, at any time, the Engineer-in-Charge shall be of the opinion that the contractor is delaying commencement of the work or violating any of the provisions of the contract or contractor is neglecting or delaying the progress of the work as defined by the tabular statement. "Rate of progress" in the articles of agreement, he shall so advise the contractor in writing and at the same time demand compliance in accordance with conditions of bid notice/bid document/Agreement. If the contractor neglects to comply with such demand within seven days after receipt of such notice, it shall then or at any time thereafter, be lawful for the Engineer-in-Charge to take suitable action in accordance with Clause 60 of APSS.

45.7 Suspension of works by the contractor:

If the contractor suspend the works, or sublet the work without sanction of the Engineer-in-Charge, or in the opinion of the Engineer-in-Charge neglect or fail to proceed with due diligence in the performance of his part of the contract as laid down in the schedule rate of progress, or if he continue to default or repeat such default in the respects mentioned in clause 27 of the TSSS, Engineer-in-Charge shall take action in accordance with clause 61 of TSSS.

45.8 Warranty Period / Defects liability

Period: All the items shall carry a warranty of 2 years or 24 months. The damaged / items with defects shall be replaced with new item(s) at the own cost of the Manufacturer / Contractor /Firm.

46 Field Inspections:

To ensure the quality of the supply, The Technical Committee or Team nominated by the Special Chief Secretary to Govt., Education/ Commissioner, CD&SE or QC Wing/ Third Party QC, Rajiv Gandhi University of Knowledge Technologies shall inspect to the manufacture unit during the production or at the time of dispatch to schools. If any defects are noticed by the committee and shall reject the consignment and it should be replaced with agreement prescribed specifications.

- 47 Delays and Extension Of Time:** No claim for compensation on account of delays or hindrances to the work from any cause whatever shall lie, except as hereafter defined. Reasonable extension of time will be allowed by the DEE / DEE Rajiv Gandhi University of Knowledge Technologies, Hyderabad or Director, for any additional number of units that may be ordered and for unavoidable delays, such as may result from causes, which in the opinion of the Rajiv Gandhi University of Knowledge Technologies, and are undoubtedly beyond the control of the contractor. The DEE/ Director,, Rajiv Gandhi University of Knowledge Technologies, Hyderabad shall assess the period of delay hindrance caused by any written instructions issued by him,

48 LIQUIDATED DAMAGES

- 48.1** If for any reason, which does not entitle the contractor to an extension of time, the rate of progress of works, or any section is at any time, in the opinion of the DEE/Director of Rajiv Gandhi University of Knowledge Technologies, Hyderabad. too slow to ensure completion by the prescribed time or Bid time for completion DEE/Director, Rajiv Gandhi University of Knowledge Technologies, Hyderabad shall so notify the contractor in writing and the contractor shall there upon take such steps as are necessary and the DEE/Director, Rajiv Gandhi University of Knowledge Technologies, Hyderabad may approve to expedite the progress so as to complete the works or such section by the prescribed time or such steps. If, as a result of any notice given by the DEE/MD, Rajiv Gandhi University of Knowledge Technologies, Hyderabad under this clause the contractor shall seek the DEE/MD, Rajiv Gandhi University of Knowledge Technologies, Hyderabad permission to do any work at night or on Sundays, if locally recognized as days of rest, or their locally recognized equivalent, such permission shall not be unreasonably refused.

- 48.2** If the contractor fails to complete whole of the works or any part thereof or section of the works within the stipulated periods of individual mile stones (including any bonafide extensions allowed by the competent authority levying liquidated damages), the Director, Rajiv Gandhi University of Knowledge Technologies, Hyderabad may without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages , a sum equivalent to **0.5 percent** of the delivered price of the delayed Goods or unperformed Services for each week of delay or part

- thereof until actual delivery or performance, up to a maximum deduction of **10% of the delayed Goods (or) Services contract price**, not as a penalty from any money in his hands due or which may become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works, or form any other of his obligations and liabilities under the contract. Once the maximum deduction is reached, Rajiv Gandhi University of Knowledge Technologies may consider termination of the Contract.
- 49** The Director, Rajiv Gandhi University of Knowledge Technologies, Hyderabad reserves the right to reject any or all the Bids without assigning any reasons thereof.
- 50** Preference in the selection from among Bids will be given, other things being equal to those who are themselves professionally qualified or who undertake to employ qualified men at their cost to look after the work and to those who in the opinion of the Bid accepting authority possess the required tools plants and machinery required for the completion of the work in time to his end. The Bidder must furnish carefully and accordingly the list of equipment available with them for executing the work in the schedule given in additional information to be furnished by the contractor. The Bidder should therefore state in clear terms whether they are professionally qualified or whether they under take to employ technical staff and if so give the professional qualifications of the staff to be employed.

9. Inspections and Tests.

- a. Rajiv Gandhi University of Knowledge Technologies shall have the right to inspect and / or to test the Goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representatives retained for these purposes.
- b. The inspections and tests may be conducted in the premises of the supplier at point of delivery and/or at the goods final destination. Where conducted on the premises of the supplier all reasonable facilities and assistance including access to drawings and production data shall be furnished to the inspectors at no charge to Rajiv Gandhi University of Knowledge Technologies.
- c. Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make alternatives necessary to meet specifications, requirements free of cost to Rajiv Gandhi University of Knowledge Technologies.
- d. Rajiv Gandhi University of Knowledge Technologies's right to inspect test and where necessary reject the goods after the goods arrival at site and shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Rajiv Gandhi University of Knowledge Technologies or its representative prior to the goods shipment from the country of origin.
- e. Nothing in clause 51 shall in any way release the supplier from any warranty or other obligations under this contract.

52 PAYMENT OF BILLS.

- 52.1 Initially 70% of payment will be made after completion of delivery to site after deduction of statutory and all applicable taxes of State and Central Governments and 20% shall be paid after successful erection and installation**

and balance 10% payment after successful operation of two months or sixty days. The EMD shall be retained till the end of defect liability period of (2) years.

53.1 The Contract will be cancelled if either the contractor themselves or any of their employees is found to be Gazetted Officer who retired from service and had not obtained permission from the Government for accepting the contractor's employment within a period of 2 years from the date of his retirement.

54 Termination for Default

54.1 Rajiv Gandhi University of Knowledge Technologies may, without prejudice to any other remedy for breach of contract by written notice of default sent to supplier, terminate the contract in whole or part:

- p. if the supplier fails to deliver any or all of the goods/ item(s) within the time periods specified in the contract under clause 45 or any extension thereof granted by Rajiv Gandhi University of Knowledge Technologies pursuant to clause 47 or
- q. if the supplier, supplies goods/item(s) of inferior quality or with specification(s) and quality other than the specifications specified in the Bill of Quantities
- r. if the supplier fails to perform any other obligations under the contract.
- s. **In case of default by unit(s), not only the Contract will be terminated, but the Industries Department will be requested to take necessary action and to Cancel their License(s) / Registration(s).**

54.2 In the event Rajiv Gandhi University of Knowledge Technologies terminates the contract in whole or in part, Rajiv Gandhi University of Knowledge Technologies may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the supplier shall be liable to Rajiv Gandhi University of Knowledge Technologies for any excess cost for such similar Goods. However, the supplier shall continue the performance of the contract to the extent not terminated.

55 Force Majeure

55.1 Notwithstanding the provisions of clauses 47, 48 & 54, the supplier shall not be liable for forfeiture of its performance security liquidated damages or termination or default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

55.2 For purposes of this clause "Force Majeure" means an event beyond the control of the supplier and not involving the suppliers fault or negligence and not foreseeable. Such events may include but are not limited to, acts of Rajiv Gandhi University of Knowledge Technologies either in its sovereign or contractual capacity, wars or revolutions, floods, epidemics, quarantine restrictions and freight embargoes.

55.3 If a force majeure situation arises, the supplies shall promptly notify Rajiv Gandhi University of Knowledge Technologies in writing of such conditions and cause thereof.

Unless otherwise directed by Rajiv Gandhi University of Knowledge Technologies in writing the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

56 Termination for Insolvency

Rajiv Gandhi University of Knowledge Technologies may at any time terminate the contract by giving written notice to the supplier, if the supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Rajiv Gandhi University of Knowledge Technologies.

57 Termination for Convenience

57.1 Rajiv Gandhi University of Knowledge Technologies, may by written notice sent to the supplier terminate the contract, in whole or in Part at any time for its convenience. The notice of termination shall specify that termination is for Rajiv Gandhi University of Knowledge Technologies convenience the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

57.2 The goods that are complete any ready for shipment within 30 days after the suppliers receipt for notice of termination shall be purchased by Rajiv Gandhi University of Knowledge Technologies and the contract terms and prices. For the remaining goods Rajiv Gandhi University of Knowledge Technologies may elect.

- to have completed and delivered at the contract terms and prices; and / or
- to cancel the remainder any pay to the supplier and agreed amount for partially completed goods and for materials and parts previously procured by the supplier.

58 Settlement of disputes

58.1 Rajiv Gandhi University of Knowledge Technologies and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

58.2 If any dispute or difference of any kind whatsoever shall arise between Rajiv Gandhi University of Knowledge Technologies and the contractor in connection with, or arising out of the contract, of the execution of the works, whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the Contract, it shall in the first place be referred to and settled by the Engineer-in-Charge (i.e Executive Engineer, Rajiv Gandhi University of Knowledge Technologies concerned) who shall, within a period of thirty days after being requested by the contractor to do so, give written notice of his decision to the contractor. Upon receipt of the written notice of the decision of the Engineer-in-Charge the contractor shall promptly proceed without delay to comply with such notice of decision.

- If the Engineer-in-Charge fails to give notice of his decision in writing within a period of thirty days after being requested or if the contractor is dissatisfied with the notice of the decision of the Engineer-in-Charge, the contractor may within thirty

days after receiving the notice of decision appeal to the Superintending Engineer, Rajiv Gandhi University of Knowledge Technologies, concerned who shall offer an opportunity to the contractor to be heard and to offer evidence in support of his appeal, the Superintending Engineer, Rajiv Gandhi University of Knowledge Technologies, concerned shall give notice of his decision within a period of thirty days after the contractor has given the said evidence in support of his appeal, subject to arbitration, as hereinafter provided. Such decision of the Superintending Engineer, Rajiv Gandhi University of Knowledge Technologies, concerned in respect of every matter so referred shall be final and binding upon the contractor and shall forthwith be given effect to by the contractor, who shall proceed with the execution of the works with all due diligence whether he requires arbitration as hereinafter provided, or not. If the Superintending Engineer, Rajiv Gandhi University of Knowledge Technologies, concerned has given written notice of his decision to the contractor and no claim to arbitration, has been communicated to him by the contractor within a period of thirty days from receipt of such notice the said decision shall remain final and binding upon the contractor. If the Superintending Engineer, Rajiv Gandhi University of Knowledge Technologies, concerned fail to give notice of his decision, as aforesaid within a period of thirty days after being requested as aforesaid, or if the contractor be dissatisfied with any such decision, then and in any such case the contractor within thirty days after the expiration of the first named period of thirty days as the case may be, require that the matter or matters in dispute be referred to arbitration as detailed below:-

59 Governing Language

59.1 The contract shall be written in English language, as specified by the purchaser in the instructions to bidders. Subject to clause 30, English language version of the contract shall govern.

1) Applicable law

- The contract shall be interpreted in accordance with the laws of the union of India and the legal jurisdiction is Hyderabad

61 Notices

61.1 Any notices given by one party to the other pursuant to the contract shall be sent in writing and confirmed in writing to the address specified for that purpose in the special conditions of the contract. A notice shall be effective when delivered or on the notices effective date, whichever is later.

62 Taxes and duties

- The rates quoted by the bidder shall be deemed to be inclusive of all taxes that the bidder will have to pay for the performance of this contract, at the prevailing rates notified by the Government. The purchaser will perform such duties in regard to the deduction of such taxes at source as per applicable law.
-

Note:-

- Documents shall be uploaded in ZIP format with suitable description as defined above.
- The scanned documents shall be legible failing which they will not be considered.
- Shall sign on all statements, documents, certificates uploaded owning responsibility for their correctness/authenticity.
- All experience certificates including those in support of existing commitments issued by an Officer not below the rank of Executive Engineer and should be countersigned by the Superintending Engineer or equivalent authority.
- The format of B.G. towards E.M.D should be adhered to as per prescribed format. Any deviation will result in making the bid non-responsive. Further all other B.Gs to be submitted at the time of agreement and for advance payment should also be in the formats prescribed in the bid document.
- All the statements, copies of the certificates, documents etc., enclosed to the technical bid shall be signed by the bidder and given page numbers on the right corner of each certificate, which will be indicated in column (5) against each item. The statements furnished shall be in the prescribed formats appended to the bid document.
- The information shall be filled-in by the bidder in the checklist and statements-I to IV and shall be enclosed to the technical bid for the purposes of verification as well as evaluation of the bidder's compliance to the qualification criteria as provided in the bid document. All the certificates, documents, statements as per check-list shall be submitted by the bidder.

DECLARATION

I/We have gone through carefully all the bid 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 me/us if it is found that the statements, documents, certificates produced by me/us are false/fabricated.

I/We hereby declare that, I/We have not been blacklisted/debarred/suspended/demoted in any department in Andhra Pradesh and Telangana or in any State / Central Government / State or Central Government undertakings due to any reasons.

SIGNATURE OF BIDDER

STATEMENT – I.

Maximum value of Solar Water Heaters supplied to any Government Educational Institution(s) / Government Hostels / Government Hospitals / Government Organizations of state and/or central in any one year of the **last (3) Financial years** by the Bidder. Note:: (*updated to the current financial year **2015-16**).

Sl. No.	Financial Year	Value in Rs.	
1)	2015-2016		
2)	2016-2017		
3)	2017-2018		

Signature of the Bidder.

NOTE::The bidder shall submit hard copies of all the documents which is uploaded in the website shall be submitted to the Director, Rajiv Gandhi University of Knowledge Technologies along with required original EMD and tender Processing fee for **Rs.20000/-** latest by **11.00 AM on 02-02-2019**

UNDERTAKING OF BIDDER

Date:

To:

Rajiv Gandhi University of Knowledge Technologies, Hyderabad

Sir,

I/We do hereby bid and if this bid be accepted, I/We undertake to execute the following work viz., Providing Hot Water Facility through Solar Water Heaters in **Rajiv Gandhi University of Knowledge Technologies** as shown in the drawings and described in the specifications available in online and also in the office of the Rajiv Gandhi University of Knowledge Technologies, with such variations by way of alterations or additions to, and omissions from the said works and method of payment as provided for in the “conditions of the contract” for the sum of Rs. -----/-(Rupees -----) or such other sum as may be arrived under the clause of the standard preliminary specifications relating to “payment on lump-sum basis or by final measurement at unit rates”

I/WE have also quoted item wise rates (in words and figures) for which I/We agree to execute the work when the lump sum payment under the terms of the agreement is varied by payment on measurement quantities. The rates quoted in figures and words in online shall only prevail.

I/WE agreed to keep the offer in this bid valid a period of three months mentioned in the bid notice and not to modify the whole or any part of it for any reason within above period. If the bid is withdrawn by me/us for any reasons whatsoever, the earnest money paid by me/us will be forfeited to Corporation.

I/WE hereby distinctly and expressly, declare and acknowledge that, before the submission of my/our bid I/We have carefully followed the instructions in the bid notice and have read the A.P.S.S. and the preliminary specifications therein and the A.P.S.S. addenda volume and that I/We have made such examination of the contract documents and the plans, specifications and quantities and of the location where the said work is to be done, and such investigation of the work required to be done, and in regard to the material required to be furnished as to enable me/us to thoroughly understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract, and in the said plans and specifications and distinctly agree that I/We will not hereafter make any claim or demand upon the Government based upon or arising out of any alleged misunderstanding or misconception/or mistake on my/or our part of the said requirement, covenants, agreements, stipulations, restrictions and conditions.

I/WE enclosed to my/our bid a crossed demand draft/BG (No.....Dated:.....) for Rs...../- as earnest money not to bear interest.

I/WE enclosed to my/our bid a crossed Demand Draft (No.Dated:.....) for Rs./- towards Processing fee which is non-refundable.

I/WE shall not assign the contract or sublet any portion of the same.

If MY/OUR bid is successful, on notification by Rajiv Gandhi University of Knowledge Technologies, I/We will submit the original DD/BG towards the EMD to the Rajiv Gandhi University of Knowledge Technologies through registered post/courier/in person so as to reach before the date specified in the intimation notice. If my/our bid is accepted the earnest money shall be retained by Rajiv Gandhi University of Knowledge Technologies as security for the due fulfilment of this contract. If upon written intimation to me/us by the Rajiv Gandhi University of Knowledge Technologies's office, I/We fail to attend the said office on the date herein fixed or if upon intimation being given to me/us by the Rajiv Gandhi University of Knowledge Technologies or acceptance of my/our bid, and if I/We fail to make the additional security deposit or to enter into the required agreement then I/We agree the forfeiture of the earnest money. Any notice required to be served on me/us here under shall be sufficiently served on me/us if delivered to me/us hereunder personally or forwarded to me/us by post to (registered or ordinary or e-mail or fax) or left at my/our address given herein. Such notice shall if sent by post be deemed to have been served on me/us at the time where in due course of post it would be delivered at the address to which it is sent.

I/WE fully understand that the written agreement to be entered into between me/us and Corporation shall be the foundation of the rights of the both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by me/us and then by the proper officer authorised to enter into contract on behalf of Corporation.

I/WE agree to pay the corpus fund at 0.04% **(Rs.34814 /-)** or as amended from time to time on estimated contract value of the work through a demand draft drawn in favour of Managing Director, TS Technology Services, Hyderabad at the time of conclusion of Agreement.

BIDDER'S/CONTRACTOR'S CERTIFICATE:

- I/WE hereby declare that I/We have perused in detail and examined closely the relevant Indian Standard Specifications, Govt of Telangana. Standard Specifications, all clauses of the preliminary specifications with all amendments and have either examined all the standards specifications or will examine all the standard specifications for items for which I/We bid, before I/We submit such

bid and agree to be bound and comply with all such specifications for this agreement which I/We execute in Corporation.

- I/WE certify that I/We have inspected the site of the work before quoting the rates, I/We have satisfied about the quality, availability and transport facilities for all the materials.
- I/WE am/are prepared to furnish detailed data in support of all my quoted rates, if and when called upon to do so without any reservations.
- I/WE hereby declare that I am/We are accepting for the defect liability period as **36 months** instead of 6 months under clause 28 of APSS.
- I/WE declare that I/WE will execute the work as per the mile stone program, and if I/WE fail to complete the work as per the mile stone program abide by the condition to recover liquidated damages as per the bid conditions.
- I/WE declare that I/WE will abide for settlement of disputes as per the bid conditions.

DECLARATION OF THE BIDDER:

- a. I/WE have not been black listed in any Department/Corporation of State/Central Govt. due to any reasons.
- b. I/WE have not been demoted to the next lower category for not filing the bids after buying the bid schedules in a whole year and my/our registration has not been cancelled for a similar default in two consecutive years.
- c. I/WE agree to disqualify me/us for any wrong declaration in respect of the above and to summarily reject my/our bid.

I/WE have gone through carefully all the bid 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, Rajiv Gandhi University of Knowledge Technologies against us, if it is found that the statements, documents, certificates produced by us are false/fabricated.

Address of the bidder:

Phone No:

Fax No:

E-mail:

Signature of the bidder

Note: If the bid is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name and the name and address of each member of the firm shall be given. If the bid is made by a corporation, it shall be signed by a duly authorized officer who shall produce with his tender satisfactory evidence of his authorization. Such tendering corporation may be required before the contract is executed, to furnish evidence of its corporate existence. Bids signed on behalf of G.P.A holder will be rejected.

FORMATS OF SECURITIES

Annexure-I (a)

PROFORMA

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(At the time of submission of tender)

To:

**Rajiv Gandhi University of Knowledge Technologies,
Basar**

WHEREAS (Name of the Contractor) (here in after called “the Bidder”) has submitted his bid response to NIT No..... dated:..... for the work “

.....” (Name of work) (hereinafter called “the bid”).

KNOWN ALL MEN by these present that we (Name and Address of Bank) (hereinafter called “the Bank” are bound unto the **Director Rajiv Gandhi University of Knowledge Technologies, Basar** in the sum of * for which payment will and truly to be made to the said Department, the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the Bank this day of2019....

THE CONDITIONS of this obligation are:-

If after Bid opening the bidder withdraws or modifies his Bid during the period of bid validity specified in the Form of Bid.

If the Bidder having been notified of the acceptance of his bid by the Department during the period of validity.

s. fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or

t. fails or refuses to furnish the balance EMD and additional performance Security in accordance with the instructions to Bidders.

We undertake to pay to the Department up to the above amount upon receipt of his first written demand, without the Department having to substantiate his demand, provided that in his demand the Department will note the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date** after the dead line for submission of Bids as such deadline is stated in the Instructions to Bids or as it may be extended by the Department, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE..... SIGNATURE OF THE BANK

WITNESS..... SEAL.....

(Signature, Name and Address)

* The Bidder should insert the amount of the EMD in words and figures denominated in Indian Rupee. This figure should be the same as shown in the NIT.

** 6 months from the deadline date for submission of Bid.

ANNEXURE - I(c)
PROFORMA
BANK GUARANTEE FOR ADDITIONAL FURTHER SECURITY

_____ (name and address of
Department)

WHEREAS _____ (name and address of
Contractor) (hereinafter called "the Contractor") has undertaken, in pursuance of
Contract No. _____ dated: _____ to execute
_____ [name of Contract and brief description of works]
(hereinafter called "the Contractor");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor
shall furnish you with a Bank Guarantee by a Schedule bank for the sum specified therein as
Additional further security bank guarantee for compliance with his obligations in accordance
with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to
you, on behalf of the Contractor, up to a total of Rs. _____ [amount of
guarantee] _____ [in words], such sum being payable and
we undertake to pay you, upon your first written demand and without cavil or argument, any
sum or sums within the limits of _____ [amount of guarantee] as
aforesaid without your needing to prove or to show grounds or reasons for your demand for the
sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor
before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the
Contract or of the Works to be performed there under or of any of the contract documents
which may be made between you and the Contractor shall in any way release us from any
liability under this guarantee, and we hereby waive notice of any such change, addition or
modification.

This guarantee shall be valid up to and until 28 days from the date completion.

Signature & seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

(on the official Letterhead of the firm)

FINANCIAL BID

**Design, Supply, Installation, Testing and Commissioning of Solar Water Heaters
with Two Years of Comprehensive Maintenance Contract.**

The Bidder shall fill all the required columns of Financial Bid:

S.No.	Description	Total Cost
1	Tender for Supply, Installation, Testing and Commissioning of Solar Water Heaters with Two Years of Comprehensive Maintenance Contract	
Total Project Cost (Rs.)		

In words Rupees: _____

Note:-

1. In case of discrepancies between words and figures, the bid which is least of the two versions will be confirmed.

Signature of the bidder
along with seal

PERFORMANCE SECURITY FORM

(To be issued by a scheduled bank, payable at a branch in Basar)

To
The Director,
Rajiv Gandhi University of Knowledge Technologies,
Basar, Nirmal Dist,
Telangana -504107.

WHEREAS..... (Name of Vendor) hereinafter called "the Vendor" has undertaken, in pursuance of

Contract No.....Dated,.....(Date), to supply.....called "the Contract" AND WHEREAS it has been stipulated by you in the said Contract, that the Vendor shall furnish you with a Bank guarantee by a recognized bank for the sum specified therein as security for compliance with the supplier's performance Obligations in accordance with the Contract.

WHEREAS we have agreed to give the Vendor a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Vendor, up to a total of Rs.....and we undertake to pay you, upon your first written demand declaring the Vendor to be in default under Rs..... (Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of (Date)

Place:

Signature of Guarantors

Date:

and Seal.

(on Rs.100/- Non-Judicial Stamped paper)

Supply Agreement form

THIS AGREEMENT made the day of..... (Year). Between the Rajiv Gandhi University of Knowledge Technologies, Basar (hereinafter "the RGUKT, Basar") of one part and..... (Name of Vendor) of..... (City and Country of Vendor) (Hereinafter "the Vendor") of the other part:

WHEREAS the RGUKT is desirous that certain items as described in the bid document and briefly outlined below, should be provided by the Vendor.

Tender Ref: RGUKT-B/Proc/Solar Water Heater/T01/2019, dt. 01.02.2019

Brief outline of the work: Design, Supply, Installation, Testing and Commissioning of Solar Water Heaters with Two Years of Comprehensive Maintenance Contract

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this agreement words and expression shall have the same meanings as are respectively assigned to them in the bid document referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.

1. bid documents
2. pre - bid conference minutes if any,
3. clarification on bid document issued if any,
4. RGUKT notification of award.

In consideration of the payments to be made by the RGUKT to the Vendor as hereinafter mentioned, the Vendor hereby covenants with the RGUKT to provide the manpower on outsourcing basis, in all respects, with the provisions of the contract.

The RGUKT hereby covenants to pay the Vendor in consideration of the provision of the services , the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

Brief particulars of the items which shall be provided by the Vendor are as under:

S.No.	Description	Total Cost
1	Tender for Supply,	

	Installation, Testing and Commissioning of Solar Water Heaters with Two Years of Comprehensive Maintenance Contract	
Total Project Cost (Rs.)		

The Bidder further notes and accepts that:-

Payment terms	
After Commencement of work	70% payment shall be made upon delivery of the material to site. And 20% shall be made after installation, commissioning and balance 10% payment shall be made after successful running of the plant for two months.

- In addition if the contract is cancelled, the performance security will be encashed and forfeited.
- All disputes and differences of any kind whatsoever arising out or in connection with contract, whether during or after completion of contract will be settled amicably in a spirit of co – operation and the RGUKT decision shall be final on all such matters and shall be binding on the bidder.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year above written.

Signed, and delivered by

for the Vendor.

Vendor's common seal:

Place

Date:

Signed, and delivered by

For. Rajiv Gandhi University of Knowledge Technologies, Basar.

RGUKT common seal:

Place:

Date:

In the presence of:.....

Bid letter form

From:

(Registered name and address of the bidder)

To

Rajiv Gandhi University of Knowledge Technologies,
Basar, Nirmal District, Telangana-504107

Sir,

Having examined the bidding documents and amendments there on, we the undersigned, offer to **Design, Supply, Installation, Testing and Commissioning of Solar Water Heaters with Two Years of Comprehensive Maintenance Contract**, in conformity with the terms and conditions of the bidding document and amendments thereon in response to your tender call dated.....

We undertake to provide above services, as assigned to us in conformity with the said bidding documents, for an estimated sum of Rs (Total bid amount in words and figures) which may vary in accordance with the schedule of prices attached herewith and coverage options made by RGUKT or its user organization.

If our bid is accepted, we undertake to:

- a. Provide services /execute the work according to the time schedule specified in the bid document,
- b. Obtain the performance guarantee from a scheduled bank in accordance with bid requirements for the due performance of the contract, and
- c. Agree to abide by the bid conditions, which remain binding upon us during the entire bid validity period and bid, may be accepted any time before the expiration of that period.
- d. We understand that you are not bound to accept the lowest or any bid you may receive, nor to give any reason for the rejection of any bid, and that you will not defray any expenses incurred by us in bidding.

Place:

Bidder's Signature

Date:

Seal.

Bidder Information

(in technical bid)

1	Name of the organization	
2	Year of establishment	
3	Complete postal address	
4	Name & Designation of Authorized person	
5	Phone No.'s	
6	Fax No.	
7	Email	
8	Nature of the firm (Proprietary/ partnership/ etc...)	
9	Bank Details of the Agency:	
	Bank Name	
	Bank Address	
	Bank Account Number	
	IFSC Code	
10	PAN No.	
11	TIN No.	
12	Service Tax Registration No.	
13	Total No. of branch offices in Telangana	
14	Bid Document Fee (Non refundable)	Amount Rs. : DD No. : DD Date : Issuing Bank & Branch :
15	EMD	Amount Rs. : DD/BG No. : DD/BG Date : Issuing Bank & Branch :
16	Details of certificates enclosed.	

Forms

Turn over details of item/product - 2017-18

S.No	Solution	Amount (Rs in Lakhs)

List of Major Customers - 2017-18

S. No	Customer Full Address	Details of Supplies made	Turn Over (Rs. In Lakhs)

CHECK LIST

IMPORTANT:

The Bidder must ensure that the following details in the check list are furnished along with the bid document. The bidder must also carefully go through all the contents of the BID Document and any additional information/ documents, required more than the items listed in the check list below, also shall have to be furnished. Non-furnishing of any required information/ document as per the Tender Document will lead to rejection of the bid. **(in the following order only).**

S.No	Particulars	Yes / No	Pg. No.	Name of the File uploaded
1	Tender Document Fee of Rs.20,000/- in the form of DD.			
2	EMD of Rs.3,50,000/- (DD/BG) drawn from a Scheduled Bank			
3	Bidder Information Sheet			
4	Transaction fee through electronic gateway payment			
5	Tender document, duly signed and stamped in token of accepted all the terms and conditions of the tender schedule.			
6	Registration Certificate (firm registration)			
7	Copy of PAN card			
8	Certificate of the bidders turnover for the financial years 2015-16, 2016-17 and 2017-18 in rupees must be enclosed and be duly certified by firm of Chartered Accountant.			
9	Copy GST Certificate			
10	To qualify for award of the contract each bidder in its same name and style should have Satisfactorily completed as a Prime Contractor for Supply of Solar Water Heaters Items to any Government Educational Institution(s) / Government Hostels / Government Hospitals / Government Organizations of Telangana State of value not less than the ECV i.e. Rs.3,50,00,000/- in any one of the last three financial years i.e, 2015-16, 2016-17 and 2017-18 (updated to the current financial year 2018-19)			
11	List of present clients with contact address & telephone numbers.			
12	Site visit certification			
13	Any other information/documents that are required in the bid document			

NOTE: 1. All pages of the bid documents must be serially numbered and signed.

- 2. All such documents required as mentioned in the tender document shall be uploaded without failure even if not mentioned in the above checklist.**