

Tender Ref No: RGUKT-B/Proc/CMC/RO Plants/T09/2017, dt.20.08.2017



**RAJIV GANDHI UNIVERSITY OF KNOWLEDGE
TECHNOLOGIES**

BASAR

NIRMAL DISTRICT, TELANGANA-504107

Website: www.rgukt.ac.in

e-mail: procurement@rgukt.ac.in

Phone: 8919908978/9441186881

e-Procurement Tender Notice

For

**Providing of Comprehensive Maintenance Contract
for 6 No's RO Water Purification Systems**

Time Schedule:


Bid calling date	20.08.2017
Bid Document fee (Non refundable)	Rs. 5,000/- (By way of DD from any Scheduled Bank in favour of Director, RGUKT, Basar, payable at Basar)
Bid Documents Downloading Start date	20.08.2017
Bid Document Downloading End Date	08.09.2017 till 05.00 PM
Last date for uploading of online documents	08.09.2017 at 05:30 PM.
Last date for submission of Hard copies of documents uploaded online	11.09.2017 at 05.00 PM
Pre-qualification & Technical Bid opening date/time	12.09.2017 at 03:00 PM
Contact person	Director, RGUKT, Basar.

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News paper advertisement

e-Procurement Tender Notice

	<p>RAJIV GANDHI UNIVERSITY OF KNOWLEDGE TECHNOLOGIES BASAR, NIRMAL DISTRICT, TELANGANA-504107</p>
<p>Online tenders are hereby invited from interested and eligible bidders for Providing of CMC services to RO Water Plants of 4000 LpH capacity (6 No's) in the premises of RGUKT Basar.</p>	
<p>Interested bidders can download and submit the bids online from 20.08.2017 to 08.09.2017 up to 05:00PM through www.eprocurement.gov.in. For further details please visit our website: www.rgukt.ac.in</p>	
<p>Date.20.08.2017</p>	<p>Sd/- Director</p>

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 of Comprehensive Maintenance Contract Services for 6 No's of RO Water purification systems of 4000 Lph capacity, in its premises located in the Nirmal District of Telangana State, through e-procurement platform i.e. www.eprocurement.gov.in

SECTION - A

Time schedule of various tender related events

Bid calling date	20.08.2017
Bid Document fee (Non refundable)	Rs. 5,000/- (By way of DD from any Scheduled Bank in favour of Director, RGUKT, Basar, payable at Basar)
Bid Documents Downloading Start date	20.08.2017
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Contact person	Director, RGUKT, Basar.
Reference No	RGUKT-B/ Proc/RO Plants/T09/2017

Note: For the assistance in the online submission issues, the bidder may contact the help desk of M/s.Vayam Technologies (e-procurement) at their e-mail address: helpdesk.eproc@vayamtech.com

Director
RGUKT-Basar

CLARIFICATIONS:

- i. Queries if any can be made through e-mail only on procurement@rgukt.ac.in on or before **29.08.2017**. 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 RUGKT's website i.e. www.rgukt.ac.in as well as on e-procurement platform www.eprocurement.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 during pre bid meeting in their bid.

Director,
RGUKT-Basar.

SECTION-B

STATEMENT OF IMPORTANT LIMITS/VALUES RELATED TO BID

Item	Description
Work Description	Comprehensive Maintenance Contract for 6 No's RO Water Purification Systems of 4000 Ltrs.
EMD /Bid Security	Rs.50,000/- (Rupees Fifty Thousand only) (by way of Demand Draft from any Nationalized/Scheduled Commercial Bank)
Bid Validity Period	90 days from the date of opening of commercial bid
EMD Validity Period	90 days from the date of opening of commercial bid
Variation in quantities	± 20 %
Period for furnishing performance Security	Within 10 days from date of receipt of award
Delivery Schedule	The services should be commenced within 2 weeks from the date of award of contract.
Performance security value	10 % of contract value
Performance security validity period	15 months from date of commencement of services.
Period for signing the order Acceptance	Within 7 days from date of receipt of notification of award
Payment terms	
Payment of bill	Monthly basis.
Placing work order	<ul style="list-style-type: none"> ➤ RGUKT, Basar, will place order on identified successful bidder. ➤ All the payments shall be made directly by RGUKT, Basar to the successful bidder as per the tender terms and conditions. ➤ If decided RGUKT can split the order basing on the quoted price and service track record. The decision of RGUKT is final in this regard.
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 @ 15% as levied by Govt. of India on transaction fee through online in favour of MD, APTS. The amount payable to APTS is non refundable.

SECTION - C

TENDER SCHEDULE

1. PREAMBLE:

The Director, Rajiv Gandhi University of Knowledge Technologies (RGUKT), Basar, invites tenders for Comprehensive Maintenance Contract for 6 No's RO Water Purification Systems of 4000 Lph. Capacity at RGUKT Basar located in Nirmal District through e-procurement platrom (i.e. www.eprocurement.gov.in).

2. SCOPE OF WORK:

- i. The Scope of work includes to check the performance of RO System and submit a report after every visit. The scope include: unit checkup and general cleaning, chemical cleaning of Membranes, replacement of membrane, as per requirement.
- ii. The bidder should deploy a 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 CMC 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. The regular maintenance includes:

Works to be carry out	Frequency
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.

- viii. Repair of the electrical parts and electric motor providing for the RO Plants including replacement of parts and rewinding as and when required.

3. PERIOD OF CONTRACT:

The contract period will be for One Year (1 year) from the date of commencement of services. However, the period may be extendable further for a period of one more year, as decided by the competent authority, basing on the satisfactory performance of the contractor and recommendations of the committee constituted for this purpose.

4. INCOME TAX:

During the course of the contract period, deduction of income tax and surcharge as in force at source shall be made at the prevailing rate of income tax department issued from time to time of the gross amount of each bill.

5. RATES , TAXES AND DUTIES:

All the rates in the tender shall be inclusive of all statutory compliances like PF, ESI, GST, etc.

6. PLACE OF WORK AND VISI TO SITE:

Intending tenders shall visit the RGUKT to acquaint with local site conditions, nature and requirement of work, present conditions of premises/fittings/fixtures, etc., before quoting for the tender.

7. ELIGIBILITY CRITERIA:

- i. Registration of the Name of the firms/company with the Registrar of firms/Companies of State Government/Government of India.
- ii. The bidder should have an experience of (successfully completed) operation & maintenance of RO water treatment plants not less than 4000 LPH capacity for a period of any three years during the block of last five years, in a Government/Semi Government/Autonomous body or in any reputed institution (Note: 4000 Lph means it can be a single plant of 4000Lph or multiple plants of less than 4000 Lph capacity).
- iii. Bidder should have average annual turnover of Rs.30.00 Lakhs during the last three financial years 2014-15, 2015-16 and 2016-17. (Certificate from CA is to be furnished along with audited balance sheets).

- iv. The bidder should not have been black-listed by any Government/Department. A certificate on company letterhead, stating that the bidder hasn't been blacklisted by any institution/organization/society/company of the Central/State Government Ministry/department, or its public sector organizations with company stamp and signed by authorized signatory should also be submitted.
- v. Bidder should have valid GST registration, as well as TAN number.
- vi. Bidder should submit a self declaration stating that "the company has the sufficient and highly qualified and experienced technical, chemical and operation experts for handling and maintaining the similar type plants for a prescribed period of one year. Also the company will arrange to operate and maintain the plants with sufficient technical, chemical and operators with all requirements to run the plant effectively to get the output of standard quality water as per IS:10500-2012".
- vii. The bidder must have the technology evolution by CSIR-NEERI accredited lab system for its performance in removing the colour, odour, turbidity, other organic parameters and disinfectant capacity as per the specifications issued by either CSIR-NEERI accredited laboratories.
- viii. Income Tax returns for the last 3 years.
- ix. The latest solvency certificate of the organization must be minimum of Rs.1.00 Crore.
- x. A self declaration stating that "we have gone through all the bid conditions and accepted them without any pre conditions".

8. BID PRICE:

- i. The price should be quoted in Indian Rupees with delivery at RGUKT-Basar, failing which the bid would be rejected. The price shall be written both in figures & words in the prescribed offer form.
- ii. The rates quoted by the bidder shall be fixed for the duration of the contract period and shall not be subject to adjustment on any account.
- iii. If there is a discrepancy between amount in words and figures, the amount in the words will prevail.

- iv. Incomplete and/or conditional bids shall be liable to rejection. Prices should be quoted as per the format of price bid.

9. PENALTY/ LIQUIDATED DAMAGES:

- i. In case of any complaint/breakdown/fault in any equipment, the firm has to attend the fault within 24 hours of reporting on phone/fax/e-mail etc. failing which will invite a penalty of Rs.3000/- per day for each day of delay.
- ii. If a contractor secure a penalty, 6 times during the contract shall be liable to be cancelled and the firm will be put in to the black list.

10. PAYMENT TERMS:

- i. No advance payment shall be made.
- ii. Payment terms should be followed strictly as per terms and conditions of tender document and the standard payment terms subject to recoveries, if any, by way of liquidated damages.
- iii. **During the period of vacation for the institute, the monthly maintenance charges will not be paid unless the services are taken. In such case the proportionate value will be released.**
- iv. Payment shall be made on monthly basis through RTGS transfer, within 15 days from the date of receipt of claim invoice. The following proofs are to be enclosed along with Invoice:
 - a. Original invoice duly signed by authorized signatory.
 - b. Log book of each plant for that month.
 - c. Satisfactory certificate from the Engineer-in-charge.
 - d. Service Engineer visit reports.
 - e. Water Test reports of reputed lab as per the tender conditions under the directions of Engineer-in-charge.
 - f. PAN card, Bank Account details, Bank Address & RTGS details of the agency are to be forwarded along with the invoice.

11. EARNEST MONEY DEPOSIT / BID SECURITY:

- i. The bid should be accompanied by Earnest Money Deposit (EMD) of **Rs.50,000/-** by way of crossed Demand Draft drawn from any Nationalized or scheduled Bank in favor of "Director, RGUKT" payable at Basar.
- ii. The EMD shall not carry any interest.
Tenders received without EMDs will be summarily rejected.

Forfeiture of the EMD: the forfeiture of EMD will be made in the following events:

- a. The bidder qualifies as L1 and backs out of the L1 quotes/tender specification/ tender terms & conditions.
- b. The bidder signs the agreement and furnishes the Security Deposit but backs out of his tender bid.
- c. The bidder withdraws his tender after acceptance.
- d. The bidder withdraws his tender before expiry of the validity period of the tender.
- e. The bidder violates any provisions of the terms and conditions of this tender specifications.

REFUND OF EMD:

- f. In case of unsuccessful bidder, the EMD will be returned to them after finalization of the L1 vendor.
- g. The EMD will be returned to the L1 bidder, only after signing of the contract and submission of Security Deposit, completion of formality etc. in all respects to the satisfaction of the RGUKT.

12. PERFORMANCE SECURITY DEPOSIT:

- i. The successful bidder has to deposit 10% of the total contract value as performance security deposit in the form of Bank Guarantee from any nationalized bank.
- ii. The Performance Security Deposit / Bank Guarantee of successful Bidder will be retained for the period of contract in force and will be returned after expiry of the contract period, after deducting the outstanding liabilities if any.
- iii. The Performance Security Deposit / Bank Guarantee shall not carry any interest.

13. The RGUKT shall have the right to relax or waive or alter any of the provisions of the tender document.

14. GENERAL TERMS & CONDITIONS:

- i. The Bid price quoted should be inclusive of all applicable taxes and duties.
- ii. Conditional bids will summarily be rejected.
- iii. The Contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.
- iv. The prices quoted shall be inclusive of the wages paid to operators, service engineers, etc.
- v. The Contractor will be solely responsible for complying with various labour laws as applicable from time to time in respect of persons so employed/engaged by him and he shall be solely responsible for any breach or violation of any or all of the provisions of the labour laws as applicable from time to time.

15. INSTRUCTIONS TO BIDDERS

- i. Tenders with over writings, alterations etc., will not be admitted unless they are attested by the bidder. Where there is a discrepancy between the amount (Rupees) in figures and words, the price, which is least of the two, will prevail.
- ii. Bid should be strictly in conformity with the Terms and Conditions mentioned in the tender schedule.
- iii. Bidders are expected to examine all the terms and instructions mentioned in the tender schedule and prepare their proposals accordingly. Failure to provide all requisite information will be at the bidders' own risk and may result in the rejection of the tender.
- iv. All assertions made in connection with the tender are to be supported/substantiated by relevant documents. The Director, RGUKT, Basar reserves the right to verify the credentials of the bidder as per the eligibility criteria.
- v. The Director, RGUKT, Basar will notify the bidder whose tender has been accepted.
- vi. The successful bidder shall execute an agreement with RGUKT on Non-judicial stamp paper worth Rs.100/- agreeing to all the conditions of the contract within one week upon intimation of acceptance of Tender. The successful bidder has to submit performance security guarantee after taking Letter of Intent but before having contract agreement. Failure on enter into an agreement within the stipulated time will result in forfeiture of the EMD.

The Director, RGUKT, Basar reserves the right to issue instructions / modifications at any point of time before award of contract.

16. STATUTORY OBLIGATIONS:

The Contractor shall comply with all applicable laws, ordinances, approved standards, rules and regulations, and shall procure all necessary governmental permits, licenses and inspection and shall pay all fees and charges in connection with the terms covered by the contract.

The CONTRATOR shall save RGUKT, Basar, harmless as a result of any in factions thereof. The following are some of the major Government of India Acts and Regulation concerning approvals of new plants and machinery.

The Indian Explosive Act of 1884 (4 of 1884) and Amendments and Rules (amended up to date).

The Indian Factories Act of 1948 (63 to 1948) and Amendments and Rules (amended up to date).

The Workmen Compensation Act.,

The Payment of Wages Act.,

Payment of Bonus Act.,

Contract Labour Regulations & Abolition Act 1970,

and Inter State workmen (Regulations) Act.

The above list is illustrative not exhaustive.

If any amount becomes payable by RGUKT as a result of any claim or application in terms of the provisions or non compliance of provision of the any Acts and the Rules and Regulations, By-laws or the Orders made there under, applicable from time to time, such amounts shall be recoverable from the contractor for which RGUKT will not be responsible for any compensation.

17. METHOD OF SUBMISSION:

Bids shall be submitted online on www.eprocurement.gov.in Platform.

- i. The participating bidders in the tender should register themselves free of cost on e-procurement platform in the website www.eprocurement.gov.in
- ii. Bidders can log-in to e-procurement platform in Secure mode only by signing with the Digital certificates.
- iii. The bidders who are desirous of participating in e- procurement shall submit their technical bids, price bids as per the standard formats available at the e-market place.
- iv. The bidders shall sign on all the statements, documents certificates uploaded

by them, owning responsibility for their correctness/authenticity.

- v. The bidders should scan and upload the respective documents in Technical Documentation as per the check list.
- vi. After uploading the documents, the copies of the uploaded technical bid documents and original Demand Drafts in respect of Bid Security and Bid document fee are to be submitted by the bidder to the "The Director, RGUKT, Basar, Nirmal District, Telangana-504107", by **04:00PM on 11.09.2017. (No physical submission of price bid will be entertained)**
- vii. Failure to furnish any of the uploaded documents, certificates, will entitled in rejection of the bid. The RGUKT shall not hold any risk on account of postal delay. Similarly, if any of the certificates, documents, etc., furnished by the Bidder are found to be false / fabricated / bogus, the bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the Bid Security will be forfeited.
- viii. RGUKT will not hold any risk and responsibility regulating non-visibility of the scanned and uploaded documents.
- ix. The Documents that are uploaded online on e-market place will only be considered for Bid Evaluation.
- x. Important Notice to Contractors, Suppliers and Department users (i) In the endeavor to bring total automation of processes in e-Procurement, the Govt. has issued orders vide G.O.Ms.No. 13 dated. 5.7.2006 permitting integration of electronic Payment Gateway of ICICI/HDFC/Axis Banks with e-Procurement platform, which provides a facility to participating suppliers / contractors to electronically pay the transaction fee online using their credit cards.

In case of consortium either the prime bidder or the consortium partner can purchase the bid document. The bid can be filed either with user ID of prime bidder or consortium partner.
- xi. The rates should be quoted online only.

18. EVALUATION PROCEDURE:

- i. The Technical Bids will be opened as per the schedule by the Director, RGUKT, Basar or his authorized representative in the presence of the bidders or their authorized representative who may be present at that time.

- ii. The tenders will be evaluated so as to ascertain the capability of the bidders to provide the material within the period mentioned above and also to assess whether the bidder satisfies the eligibility criteria above.
- iii. The rejection of the bidder on technical grounds will be based on the failure to meet eligibility requirements.
- iv. Price Bids of only those bidders, who have fulfilled the eligibility criteria specified, will be opened. The Price Bid of the bidder who does not fulfill the eligibility criteria will not be opened and their tender stands rejected.
- v. Any claims or disputes raised by the unsuccessful bidders in respect of selection process and non-allotment of award will have no legal validity and will not be enforceable against the RGUKT. No further correspondence will be entertained regarding the disqualification.
- vi. The Director, RGUKT, Basar, reserves the right to accept or reject any / or all the tenders without assigning any reasons whatsoever. The Director, RGUKT, Basar, also reserves the right to cancel the selection process for award of the contract at any time. The decision of the Director, RGUKT, Basar is final and binding.

19. FORCE MAJEURE:

During force Majeure i.e. Acts of God, War, Floods, Riot, Earthquake, General Strike, Lock outs, Epidemics, Civil Commotions, the bidder shall inform the Purchaser immediately and provide their best possible service in given circumstances, and resume services as soon as possible after force majeure ceases.

20. ARBITRATION:

In the event of any dispute or differences between the supplier and the purchaser whether arising during the execution of orders under these terms and conditions or thereafter whether by breach or in manner in regard to:

- a. The Construction or interpretation of the terms and conditions
- b. The respective rights and liabilities of the parties hereto there under
- c. Any matter or thing out of or in relation to or in connection with these terms and conditions then either party shall give notice to the other of the same and such dispute or difference shall be and hereby referred to the arbitration of such person as the Director, RGUKT, Basar, may nominate and the decision of

such Arbitrator shall be conclusive and binding on the parties hereto. The provisions of Arbitration and Conciliation Act 1996 shall apply.

21. DISPUTES:

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during or after completion of contract will be settled amicably (by negotiations) and the RGUKT's decision shall be final on all such matters and shall be binding on the Bidder.

22. DISCLAIMER:

- i. Neither RGUKT nor its employees make any representation or warranty as to the accuracy, reliability or completeness of the information in this tender schedule and it is not possible for the RGUKT to consider the investment objective, financial situation and particular needs of each party who reads or uses the Tender Schedule. Certain prospective Bidders may have a better knowledge of the scope of work than others. Each prospective Bidder should conduct his or her own investigations and analysis and check the accuracy, reliability and completeness of the information in the Tender schedule and obtain independent advice from appropriate sources.
- ii. Director, RGUKT, Basar, reserves the right to reject any or all the Bids submitted in response to this request for Proposal at any stage without assigning any reasons whatsoever.
- iii. Director, RGUKT, Basar, reserves the right to change any or all of the provisions of this Request for Proposal.

23. REJECTION OF TENDERS:

- i. The Director, RGUKT, Basar, reserves the right to cancel the tender process and reject all tenders at any time prior to the award of contract without thereby incurring any liability as against the affected bidder or any obligations to inform the affected bidder of the grounds of acceptance or rejection.
- ii. No bidder is entitled to withdraw his or her offer after submission. In case of such withdrawal, the EMD deposited along with the tender schedule shall stand forfeited.

24. For breach of any of the conditions prescribed in the tender or as specified by the RGUKT from time to time, the EMD is liable to be forfeited. Decision of the Director, RGUKT, Basar in this regard is final and binding on bidder.

TECHNICAL BID

ANNEXURE-I

1. ELEGIBILITY CRITERIA:

S.No.	Description	Complied/ Not ?
1	Registration of the Name of the firms/company with the Registrar of firms/Companies of State Government/Government of India.	
2	The bidder should have an experience of successfully completed the work of operation & maintenance of RO water treatment plant not less than 4000 LPH capacity for a period of at least three years during the block of last five years, in a Government/Semi Government/Autonomous body or in any reputed institution.	
3	Bidder should have average annual turnover of Rs.30.00 Lakhs during the last three financial years 2014-15, 2015-16 and 2016-17. (Certificate from CA is to be furnished).	
4	Valid GST and TAN Registrations	
5	Income Tax returns for the last three financial years.	
6	The bidder should not have been black-listed by any Government/Department. A certificate on company letterhead, stating that the bidder hasn't been blacklisted by any institution/organization/society/company of the Central/State Government Ministry/department, or its public sector organizations with company stamp and signed by authorized signatory should also be submitted.	
7	The GST No. allotted by the sales tax department, as well as TAN number of the firm allotted by the income tax department should be submitted, failing which bidder's bid may be rejected.	
8	Bidder should submit a self declaration stating that "the company has the sufficient and highly qualified and experienced technical, chemical and operation experts for handling and maintaining the similar type plants for a prescribed period of one year. Also the company will arrange to operate and maintain the plants with sufficient technical, chemical and operators with all requirements to run the plant effectively to get the output of standard quality water as per IS:10500-2012".	
9	Latest solvency certificate of the firm for an amount of Rs.1.00 Crore.	
10	The bidder must have technology evaluation by CSIR-NEERI accredited lab the system of its performance in removing the colour, odour, turbidity, other organic parameters and disinfectant capacity as per the specifications issued by either CSIR-NEERI accredited laboratories.	
11	A self declaration stating that "we have gone through all the bid conditions and accepted them without any pre conditions".	

(on the official letter head of the firm)

Financial Bid

Please quote amounts in numerals and words :

S.No.	Description	Qty	Price per month per plant (Rs.)	Total Price per month (Rs.) (3*4)	Total Price per annum (Rs.) (5*12)
1	2	3	4	5	6
1	Repair, operation and Maintenance Services for RO Plants of 4000 Lph capacity	6			

In figures: Rs. _____/-

In words: Rupees _____ only.

Note:

The prices should be inclusive of all taxes, central excise duty, standard packing, freight, transit, insurance, loading and unloading charges including Service Tax, Cess, and labour etc. For each of the items quoted.

(Signature of Bidder along with stamp)

PERFORMANCE SECURITY FORM

(To be issued by any Scheduled Bank in India and having at least one branch in Basar)

To
The Director,
Rajiv Gandhi University of Knowledge Technologies,
Basar, Nirmal District,
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.

SUPPLY AGREEMENT FORM

Tender Ref : RGUKT-B/Proc/CMC/RO Plants/T09/2017, dated.20.08.2017

Tender Subject: Providing of Comprehensive Maintenance Contract for 6 No's of RO Plants of 4000 Lph capacity

THIS AGREEMENT made the day of..... (Month) (Year). Between the Rajiv Gandhi University of Knowledge Technologies, Basar (hereinafter "the RGUKT") the first party

AND

..... (Name of Vendor) of..... (City and Country of Vendor) (Hereinafter "the Vendor") of the second party:

This agreement of the two parties read as follows:

WHEREAS the RGUKT called for tenders from various companies for providing of Comprehensive Maintenance Services to RO Water purification systems.

WHEREAS the vendor has submitted the quotations, which was accepted by the RGUKT after discussions; and

WHEREAS the RGUKT is desirous of placing the work order for above said services.

WHEREAS the vendor had agreed for above services, as per the terms and conditions mentioned herein below:

WHEREAS The vendor has submitted Bank Guarantee vide BG No: _____ Dt._____, issued by _____(Name of the Bank & Branch), , which is valid up to _____. The vendor was issued the **Work order No RGUKT-B/Proc/CMC/RO Plants/T09/2017, Dt. .08.2017** subject to the following terms and conditions and the schedules I, II and III appended.

TERMS AND CONDITIONS:

1. SCOPE OF WORK:

- a. The Scope of work includes to check the performance of RO System and submit a report after every visit. The scope include: unit checkup and general cleaning, chemical cleaning of Membranes, replacement of membrane, as per the requirement.
- b. The bidder should deploy a skilled operators for daily operations and maintenance of the RO Plants, in two shifts.
- c. Every day the RO plant is to be operated in two shifts, to fulfill the requirement of the University. The raw water will be made available from the nearest sump to RO plant.

- d. Quality of the processed water should be maintained as per the drinking water standards of “Indian Standards”
- e. One Service Engineer should visit the plant twice in a month.
- f. The CMC 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.:
- i. All kinds of filters
 - ii. Pre-filter candle
 - iii. Panel Board
 - iv. Carbon
 - v. Worn out parts etc.
 - vi. Membrane

g. The regular maintenance includes:

Works to be carry out	Frequency
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.

- h. Repair of the electrical parts and electric motor providing for the RO Plants including replacement of parts and rewinding as and when required.

2. PRICE:

2.1. The order value is as follows:

S.No.	Description	Qty	Price per month per plant (Rs.)	Total Price per month (Rs.) (3*4)	Total Price per annum (Rs.) (5*12)
1	2	3	4	5	6
1	Repair, operation and Maintenance Services for RO Plants of 4000 Lph capacity	6			

- 2.2. The above prices are inclusive of all applicable taxes (GST) and duties.
- 2.3. The rates quoted by the bidder shall be fixed for the duration of the contract period and shall not be subject to adjustment on any account.

3. PAYMENT TERMS:

- 3.1. No advance payment shall be made.
- 3.2. Payment terms should be followed strictly as per terms and conditions of tender document and the standard payment terms subject to recoveries, if any, by way of liquidated damages.
- 3.3. **During the period of vacation for the institute, the monthly maintenance charges will not be paid unless the services are taken. In such case the proportionate value will be released.**
- 3.4. Payment shall be made on monthly basis through RTGS transfer, within 15 days from the date of receipt of claim invoice. The following proofs are to be enclosed along with Invoice:
 - 3.4.1. Original invoice duly signed by authorized signatory.
 - 3.4.2. Log book of each plant for that month.
 - 3.4.3. Satisfactory certificate from the Engineer-in-charge.
 - 3.4.4. Service Engineer visit reports.
 - 3.4.5. Water Test reports of reputed lab as per the tender conditions under directions of Engineer-in-charge.
 - 3.4.6. PAN card, Bank Account details, Bank Address & RTGS details of the agency are to be forwarded along with the invoice.

4. STATUTORY OBLIGATIONS:

The Contractor shall comply with all applicable laws, ordinances, approved standards, rules and regulations, and shall procure all necessary governmental permits, licenses and inspection and shall pay all fees and charges in connection with the terms covered by the contract.

The CONTRACTOR shall save RGUKT, Basar, harmless as a result of any in factions thereof. The following are some of the major Government of India Acts and Regulation concerning approvals of new plants and machinery.

The Indian Explosive Act of 1884 (4 of 1884) and Amendments and Rules (amended up to date).

The Indian Factories Act of 1948 (63 to 1948) and Amendments and Rules (amended up to date).

The Workmen Compensation Act.,

The Payment of Wages Act.,

Payment of Bonus Act.,

Contract Labour Regulations & Abolition Act 1970,

and Inter State workmen (Regulations) Act.

The above list is illustrative not exhaustive.

If any amount becomes payable by RGUKT as a result of any claim or application in terms of the provisions or non compliance of provision of the any Acts and the Rules and Regulations, By-laws or the Orders made there under, applicable from time to time, such amounts shall be recoverable from the contractor for which RGUKT will not be responsible for any compensation.

5. FORCE MAJEURE:

During force Majeure i.e. Acts of God, War, Floods, Riot, Earthquake, General Strike, Lock outs, Epidemics, Civil Commotions, the bidder shall inform the Purchaser immediately and provide their best possible service in given circumstances, and resume services as soon as possible after force majeure ceases.

6. ARBITRATION:

In the event of any dispute or differences between the supplier and the purchaser whether arising during the execution of orders under these terms and conditions or thereafter whether by breach or in manner in regard to:

- 6.1. The Construction or interpretation of the terms and conditions
- 6.2. The respective rights and liabilities of the parties hereto there under
- 6.3. Any matter or thing out of or in relation to or in connection with these terms and conditions then either party shall give notice to the other of the same and such dispute or difference shall be and hereby referred to the arbitration of such person as the Director, RGUKT, Basar, may nominate and the decision of such Arbitrator shall be conclusive and binding on the parties hereto. The provisions of Arbitration and Conciliation Act 1996 shall apply.

7. DISPUTES:

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during or after completion of contract will be settled amicably (by negotiations) and the RGUKT's 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

Signed, and delivered by

Second Party

for _____
(Name of the Vendor)

Vendor's common seal:
Place: Basar
Date: _____

IN THE PRESENCE OF

- 1) _____
- 2) _____

First Party

For Rajiv Gandhi University of Knowledge
Technologies, Basar

RGUKT common seal:
Place: Basar
Date: _____

IN THE PRESENCE OF

- 1) _____
- 2) _____

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 for providing of CMC Services for RO Water purification systems as the case may be, 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 the above mentioned 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. Providing of CMC services for RO Water purification Systems according to the time schedule specified in the bid document,
- b. Obtain the performance guarantee from a Nationalized bank in accordance with bid requirements for the due performance of the contract,
- 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

1	Name of the organization				
2	Year of establishment				
3	Complete postal address				
4	Name & Designation of Authorized person				
5	Phone No.				
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	Total No. of branch offices in Telangana				
13	Bid Document Fee (Non refundable)		Amount Rs. :		
			DD No. :		
			DD Date :		
			Issuing Bank & Branch :		
14	Experience Details (if any):				
	S.No.	Name of the Organization (along with contact details)	Year of Service	Items Supplied	Item value
15	Details of certificates enclosed.				

Turn over details of item/product - 2016-17

S.No	Name of the Organization from which work orders obtained	Capacity of the water plants maintained	Amount (Rs in Lakhs)

List of Major Customers

S. No	Customer Full Address	Year of Contract	Capacity of the Plants maintained (in Liters per hour)	Turn Over (Rs.)

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.

S.No	Particulars	Name of the file uploaded	Page Number
1	Bidder Information Sheet		
2	Tender Processing Fee of Rs.5000/- by way of DD from any nationalized Bank		
3	EMD (DD) from a Nationalized Bank.		
4	Copy of Registration certificate		
5	Proof of having provided such services in the last 3 Financial Years i.e. 2014-15, 2015-16 and 2016-17.		
6	Bidder should have average Turnover of Rs.30.00 Lakh during the last three financial years. (Certificate from CA is to be furnished along with audited balance sheets).		
7	Latest solvency certificate of the firm for an amount of Rs.1.00 Crore.		
8	GST Registration		
9	Latest VAT/CST Returns		
10	Satisfactory Performance Certificate from parties		
11	Bidder must have technology evaluation by CSIR-NEERI (proof to be submitted)		
12	Constitution/Legal status of the firm		
14	Income tax returns for the last three years.		
15	Bidders declaration for i) Non Block-listed ii) Acceptance of all the bid conditions. iii) For maintenance of water standards		
16	List of Present clientele with addresses & Phone numbers		
17	All other information/documents that are required in the bid document		

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