

TENDER DOCUMENT

(NIT No: RGNUL/CMW/264

Dated: 15/09/2022

Annual Maintenance Contract of RO Water Filters



**(Construction and Maintenance Wing)
Rajiv Gandhi National University of Law, Punjab,
Patiala**

RGNUL, PUNJAB
(Construction and Maintenance Wing)
TENDER DOCUMENT

TENDER NO.	:	RGNUL/CMW/264
NAME OF WORK	:	Annual Maintenance Contract of RO Water Filters installed in various locations in RGNUL Campus Sidhuwal, Patiala.
EARNEST MONEY	:	Rs. 10000/-
TIME ALLOWED	:	01 Year
DATE AND TIME OF ISSUE OF TENDER DOCUMENTS	:	15.09.2022 TO 24.09.2022 (up to 10:00 AM)
DATE AND TIME OF RECEIPT OF TENDERS	:	24.09.2022 (UPTO 11:00) A.M.)
DATE AND TIME OF OPENING OF TENDERS	:	24.09.2022 (AT 11:30 A.M.)

Rajiv Gandhi National University of Law Punjab.

NOTICE INVITING TENDERS

No 264/ RGNUL

Date 15.09.2022

Sealed tenders are **invited** from Companies/Bidders having experience in the business of providing AMC Services for RO Water Filters for over two years so as to reach this office by **24-09-2022 at 11:00 A.M.** Bids will be opened on same day at 11.30 AM by Tender Opening Committee in the presence of representative of agencies, who may like to be present.

S. No	Name of work	Earnest money	Time period
1	Annual Maintenance Contract of RO Water Filters installed in various locations in RGNUL campus Sidhuwal Patiala.	Rs. 10,000/-	01 Year

Terms and Conditions:

1. The complete Bidding document / DNIT can be obtained from office against Demand draft for **Rs. 1000/- +18% GST between 9.00 AM to 4.00 PM** from **15.09.2022 to 24.09.2022 up to 10:00AM.** Earnest money of the unsuccessful bidders shall be refunded after the allotment of work. Earnest money of the lowest bidder shall be refunded after successful completion of the work.
2. Subletting the work after its award is not permissible.
3. The bid shall be accompanied by **Earnest Money Rs. 10,000/-** in the shape of **Demand Draft/FDR duly pledged** in favour of the Registrar, RGNUL Patiala with validity of one year. The agency will furnish copy of PAN, EPF, ESI, GST registration if applicable.
4. The conditional tenders contrary to DNIT will not be accepted.
5. The quoted rates shall include components related to labour laws. The Firm has to abide by all the labour laws and to deposit due amounts under these laws already covered in the quoted rates.
6. The Tender Allotment committee reserves the right to accept or reject any or all the tenders
7. Without assigning any reason.
8. Noncompliance of instructions of the authorities of the University or delay in completion of the assigned work or non-removal of defects in time; the Institute shall be free to get the job done or get the defects rectified through any other agency at the risk and cost of the Firm.
9. The annual maintenance shall be one year from the date of issue of job order extendable for another year on mutual understandings.
10. Income Tax and other taxes as applicable shall be deducted from the Firm's monthly bills.
11. The Firm shall be responsible for any damage caused to any property of the campus and make good all such damages at his own cost.
12. Amount / Quantity can be increased & decreased
13. If **24.09.2022** is declared holiday by RGNUL, the tender will be received on the next working day.

Registrar

INSTRUCTIONS TO BIDDERS

Kindly stamp and sign all pages of the tender. Deviations if any shall be highlighted on a separate sheet on the tenderer's letterhead.

If there is any contradiction between various sections of the tender booklet, the Schedule of Quantities shall hold over the Terms & Conditions, which shall hold over the General Terms & Conditions.

For any clarification regarding this job, the bidders can contact Phone **No 0175 – 2391414** & e-mail: cmw@rgnul.ac.in

GENERAL:

1. All materials required for the job will have to be arranged by the Firm meeting the relevant codes specifications.
2. The Firm will have to make his own arrangement to transport the required materials outside and inside the working place and leaving the premises in a neat and tidy condition after the completion of the job to the satisfaction of the RGNUL University Engineer.
3. The Firm will have to arrange for safe keeping of his materials and should provide necessary security arrangements for safe guarding the materials. RGNUL will "not be responsible for any claims with regard to this.
4. The tenderers are advised to visit the site and get acquainted with the site conditions. RGNUL will provide power connection for which firm will arrange sub meter & cables etc. consumption charges will be borne by the firm.
5. The tenderers should note the site conditions before quoting, for the execution of this job and it will be sole responsibility of the firm to ensure that they abide by the various rules. Regulations, bye-laws and other statutory requirements etc. Imposed by the Government / semi-Government and / or other local authorities governing execution of this job.
6. When the person signing the tender is not sole proprietor the necessary Power of Attorney authorizing the person to act on behalf of the proprietor or Organization should be produced / attached with the tender.
7. The tenderers should study the various tender conditions / documents etc. Carefully before submitting their offers. If there are any doubts, they should get clarifications from RGNUL. In writing, but this shall not be a justification for submission of late tenders or extension of due date of the tender.
8. All entries and rates in the tender form must be written in permanent ink or typewritten, Erasures, overwriting or corrections if any, should be attested under the full signatures of the tenderer. All rates should be both in figures and words. The total amount should be given both in' figures and words in the tender form. In case of any difference, the rate expressed in words will be taken as authentic.
9. As far as possible the tenderers should endeavor not to stipulate any counter terms / conditions or modifications of tender clauses and should quote strictly as per tender conditions. This will assist in proper evaluation of each offer.
10. RGNUL reserves the right to reject offers not meeting its technical requirements and commercial conditions.
11. RGNUL shall not be bound to accept the lowest tender and reserves right to accept any tenders. Decision of RGNUL in this connection shall be final.
12. **Disputes and Arbitration.**
 - 12.1 If any dispute or difference of any kind what-so-ever shall arise between the RGNUL, its authorized representative and the Firm in connection with or arising out of this contract for the execution of work there under.

- 12.2 Whether before its commencement or during the progress of work or after the termination, abandonment or breach of the contract, it shall in the first instance, be referred for settlement to the Registrar of RGNUL and he shall, within a period of sixty days after being requested in writing by the Firm to do so convey his decision to the Firm. Such decision in respect of every matter so referred shall, subject to arbitration as herein after provided, be final and binding upon the Firm. In case the work is already in progress, the Firm shall proceed with the execution of the work on receipt of the decision of the Registrar as aforesaid with all due diligence, whether any of the parties requires arbitration as herein after provided or not.
- 12.3 If the Registrar has conveyed his decision to the Firm and no claim for arbitration has been filed by the Firm within a period of sixty days from the receipt of the letter communicating the decision, the said decision shall be final and binding upon the Firm and will not be subject matter of arbitration at all.
- 12.4 If the Engineer-in-charge fails to convey his decision within a period of sixty days after being requested as aforesaid the Firm may within further sixty days of the expiry of the final sixty days from the date on which the said request was made by the Firm refer the dispute for arbitration as herein after provided.
- 12.5 All disputes or differences in respect of which the decision is not final and conclusive shall at the request of either party made in a communication sent through registered A.D. post be referred to the sole arbitration of the Technical Advisor(civil)of RGNUL acting as such at the time of reference unless debarred from acting as an Arbitrator by an order of RGNUL in which event, the Vice Chancellor shall appoint any other technical officer from the persons already on the panel of RGNUL to act as arbitrator, on receipt of request from either party.
- 12.6 Employer of work shall have the authority to change the arbitrator on an application by either the Firm or the Engineer-in-charge requesting change of the arbitrator giving reasons thereof, either before the start of the arbitration proceedings or during the course of the proceedings. The arbitration proceedings would stand suspended as soon as an application for change of Arbitrator filed before the Employer and a notice thereof is given by the applicant to Arbitrator. The Employer after hearing both the parties may pass a speaking order rejecting the application or accepting to change the arbitrator simultaneously, appointing a technical officer from the persons already on the panel of RGNUL to act as arbitrator, on receipt of request from either party. The new Arbitrator so appointed may enter upon the reference a fresh or he may continue the hearings from the point these were suspended before the previous Arbitrator.
- 12.7 The reference to the Arbitrator shall be made by the claimant party within one hundred twenty days from the date of dispute of claim arises during the execution of work. If the claim pertains to rates or recoveries introduced in the final bill the reference to the Arbitrator shall be made within six calendar months from the date of payment the final bill to the Firm or from the date of registered notice is sent to the Firm to the effect that his final bill is ready by the Engineer-in- charge (whose decision in this respect shall be final and binding) whichever is earlier.
- 12.8 It shall be an essential term of this contract that in order to avoid previous claims, the party invoking arbitration shall specify the disputes on facts and calculations stating the amount claimed under each claim and shall furnish a "deposit-at-call" for ten percent of the amount claimed, on a scheduled bank in the name of the Arbitrator, by his official designation who shall keep the amount in deposit till the

announcement of the Award. In the event of an award in favour of the claimant, the deposit shall be refunded to him in the proportion to the amount awarded with respect to the amount claimed and the balance, if any, shall be forfeited and paid to the other party.

- 12.9 The provisions of the Indian Arbitration Act, 1996 or any other statutory enactment there under or modifications thereof and for the time being in force shall apply to the arbitration proceedings under this clause.
- 12.10 The Arbitrator shall award separately giving his award against each claim and dispute and counter claim raised by either party giving reasons for his award. Any lump sum award enforce able shall not be legally enforceable.
- 12.11 The Venue of arbitration shall be such place or places as may be fixed by the Arbitrator in his sole discretion. The work under the Contract shall continue during the arbitration proceedings.
- 12.12 The stamp fee due on the award shall be payable by the party as desired by the Arbitrator and in the event of such party's default, the stamp fee shall be recoverable from any other sum due to such party under this or any other contract.
- 12.13 Neither party shall be entitled to bring a claim for arbitration, if is not field as per the time period already specified or within six months of the following:
- a) Of the date of completion of the work as certified by the Engineer-in-charge or
 - b) Of the date of abandonment of the work or breach of contract under any of its clauses or
 - c) Of its non-commencement or no resumption or work within 10 days of written notice for commencement or resumption as applicable, or
 - d) Of the cancellation, termination or withdrawal of the work from the Firm in whole or in part and/or revision for enclosure of the contract, or
 - e) Of receiving an intimation from Engineer-in-charge that the final payment due or recovery from the Firm had been determined, for purpose of payment adjustment whichever is the latest.

If the matter is not referred to the arbitration within the period prescribed above, all the rights and claims of the either party under the contract shall be deemed to have been forfeited and absolutely barred by time for arbitration and even for civil litigation.

- 12.14 No questions relating to this contract shall be brought before any civil court without first invoking and completing the arbitration proceedings, if the issue is covered by the scope of arbitration under this contract. The pending of arbitration proceedings shall not disentitle the Employer to terminate the contract and to make alternate arrangement for completion of the works.
- 12.15 The arbitrator shall be deemed to have entered on the reference on the day, he issues notices to the parties fixing the first date of hearing. The Arbitrator may from time to time with the consent of the parties enlarge the initial time for marking and publishing the award.
- 12.16 The contractual agency shall submit the running/final bill duly supported with status of ESI and EPF compliance and undertaking to the effect that incase of any lapse in this regard, we shall be bound to face any legal action initiated by the concerned department.

SCOPE OF WORK AND TERMS AND CONDITIONS

Scope of Work:

1. Location of RO Water filters installed in the premises of the Commission is as under: -

S. N.	Location	Aqua guard 50LPH	Aqua guard watercooler inbuilt RO	Aqua guard RO12Lt.	Kent RO 12Lt.	Aqua-fresh RO 50LPH	Aqua-fresh RO 25 LPH
1.	Boys Hostel	Nil	Nil	Nil	Nil	18	04
2.	Girls Hostel	Nil	Nil	Nil	Nil	16	04
3.	Guest house & Offices, library Auditorium etc.	03	03	01	02	05	Nil
4.	Outer Areas	Nil	Nil	Nil	Nil	01	02
TOTAL=		03	03	01	02	40	10

2. The AMC is for monthly preventive checks as well as for break down maintenance and includes repair and replacement of the following parts free of charge during the AMC Period :-
- a) All kinds of filters
 - b) Pre-filter candle
 - c) Carbon block
 - d) RO Membrane
 - e) Flow Restrictor Tube
 - f) Post Carbon Filter
 - g) RO Pump
 - h) Adapter
 - i) All Valves
 - j) PCB (circuit)
 - k) TDS Controller
 - l) SV (Stopper)
 - m) Motors
 - n) Worn out parts etc.
3. ROs will be checked on monthly basis to ensure the TDS level is within the permissible limits. **Filter/candle must be replaced quarterly & other parts as per requirement.**
4. It may be ensured that rates for parts of authorized brand or of standard quality only will be considered for replacement/repair under AMC. In case it is found at a later stage that sub-standard/inferior quality items supplied, necessary action will be taken against firm, including forfeiture of Performance Security and debarring them for quoting future tender.
5. If the contractor fails to undertake the job satisfactorily at any period of time or withdraws his services, the Registrar, RGNUL has every right to cancel the contract and forfeit the performance security deposit without assigning any reason what so ever.
6. The terms & conditions for AMC for the period of one year w.e.f. Award of contract are as follows:-
- a. The firm will start working immediately after award of the contract.
 - b. The firm will maintain the ROs as it is and where it is basis and will not charge extra money for any repairs.
 - c. The firm will attend to all complaints on receipt of information about breakdown/repair from the RGNUL directly. The services would be provided on regular basis during day time and in case of emergency beyond working hours including holidays.
 - d. Proper record of servicing & repair etc. of the breakdown/maintenance would be maintained by the firm.
 - e. No advance payment will be made in any case. The bills would be submitted after

- completion of each quarter.
- f. No increase in amount shall be considered during the full period of AMC i.e. for one year. Charges like transportation fare etc. for providing the services for attending the complaints covered under this AMC will not be admissible.
 - g. Violation of the any clause mentioned above will entail cancellation of the contract.
 - h. The RGNUL has the rights to terminate this AMC at any time without assigning any reason what so ever, if the services are found to be unsatisfactory.
7. The rates quoted will remain valid for one year from the date of award of contract. However, the contract can be extended for a further period of one year at the discretion of the RGNUL on the same rates and the same terms and conditions.
 8. The bidder who has quoted lowest rates will be considered.
 9. The firm must have experience of at least 02 years in the maintenance of ROs/Water purifiers. The prospective bidder must also furnish a copy of PAN, **GSTIN**. In the absence of these documents, the quotation will not be entertained.
 10. All tenders should be submitted before the time & date fixed for the receipt of tenders.
 11. Earnest Money of Rs. 10,000/- in the shape of **Demand Draft/FDR duly pledged** in favour of the Registrar, RGNUL Patiala with validity of one year should be submitted with the tender documents. Offer without Earnest Money will be ignored. The earnest money/bid bond deposited by the bidder shall be forfeited by RGNUL due to following reasons:
 - (I) If tender is withdrawn during the validity period i.e. completion of process of awarding the contract.
 - (II) If tender is varied or modified in any manner during the validity period or any extension thereof.
 - (III) If a Tenderer, whose tender has been accepted, fails to furnish security deposit/performance bank guarantee within 10 (Ten) days of award of the contract. The bid will be cancelled and Earnest Money forfeited. The earnest money/bid bond of unsuccessful bidders will be returned after completion of the process.
 12. The EMD of successful Tenderer will be held as Performance Security by the RGNUL. This will be refunded on successful completion of the AMC.

TENDER NO. 208
Proforma for Technical Bid

Name of the Tendering Company/Firm/Agency		
Name of the Director of the Company/Active Partner of Firm/Authorized Agent/Proprietor		
Full Address & Tel. No.		
E mail Address		
Date of commencement of Business		
Status of the organization (i.e whether proprietorship, partnership, Pvt. Ltd., etc.)		
GST/PAN No. of the Organization (attach copy)		
Details of two prominent organizations served/being served with similar services (Also attach a comprehensive list of the organizations served in the recent past)	Name and Address	Annual Cost of Contract
Do you agree with the all terms and conditions		

Declaration:

It is certified that the information furnished above is correct to the best of our knowledge & belief.

We have gone through the all terms and conditions and confirm to abide by same.A copy of the terms and conditions with its all pages signed, in token of acceptance of the same is uploaded.

Signature.....

Place-----

Name.....

Date.....

Designation.....

TENDER NO.208

Proforma for Commercial Bid

BOQ for Maintenance and Repair of ROs in RGNUL Campus Sidhuwal Patiala

	Description of Work	Total quantity	
	Annual Maintenance/Repair and Replacement of equipment's/items as listed in Scope of work. Preventive Visits and visits on calls. Replacement of Filter/candle quarterly and other parts as per requirement.		Rate in lump sum includes Annual Maintenance/Repair and Replacement of equipment's/items as listed in Scope of work. Preventive Visits and visits on calls. Replacement of Filter/candle quarterly and other parts as per requirement.
1.	Aqua guard 50LPH	03	Per unit rate Rs._____ inclusive of GST/Service Charges etc.
2.	Aqua guard watercooler inbuilt RO	03	Per unit rate Rs._____ inclusive of GST/Service Charges etc.
3.	Aqua guard RO12Lt.	01	Per unit rate Rs._____ inclusive of GST/Service Charges etc.
4.	Kent RO 12Lt	02	Per unit rate Rs._____ inclusive of GST/Service Charges etc.
5.	Aqua fresh RO 50LPH	40	Per unit rate Rs._____ inclusive of GST/Service Charges etc.
6.	Aqua fresh RO 25 LPH	10	Per unit rate Rs._____ inclusive of GST/Service Charges etc.

Note:

- 1. Payment shall be made as per actual work done/got executed.**
2. All material/items shall be confirming to specifications/standards.
3. Stickers showing the service date and due date for service shall be pasted on ROs.
4. Monthly Preventive visits may be made.
5. Filter/candle may be replaced quarterly and other parts as per requirement.
6. The bidder will have to quote inclusive of GST/any other taxes applicable for the above item.
7. RGNUL reserves the right to accept or reject any offer without assigning any reasons whatsoever.
8. RGNUL reserves the right to cancel this tender in case the proposal received is not satisfactory.
9. It is certified that the information furnished above is correct to the best of our knowledge & belief.

Place.....

Date.....

Signature.....

Name.....

Seal of the Organization

Designation.....

AGREEMENT

This Agreement made thisday of between..... (Hereinafter called the "Firm" of the first part and Rajiv Gandhi National University of Law, Punjab, Patiala through the Registrar (hereinafter called "The University") of the other part.

Whereas the Firm has offered for the work of **"Annual Maintenances of RO Water Filters installed at various locations in RGNUL Campus Sidhuwal, Patiala"** and the University has accepted his tendered offer for the execution of afore mentioned work for Rs.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement, words and expressions shall have the same meanings as are respectively assigned to them as per the general conditions of contract enclosed herewith.
2. The following documents shall be deemed to form and be construed as part of this Agreement:
 - (i) The "NOTICE INVITING TENDER" AND "INSTRUCTIONS TO TENDERERS" enclosed as ANNEXURE - with this agreement.
3. The work will be executed strictly according to specifications and sample and the schedule of items of work as per quantities specified therein at the accepted rates.
4. All correspondence and modifications, if any and acceptance letter will from part of this agreement.
5. The University hereby covenants to pay the Firm, in consideration of completion of works, the price in the manner as specified in this Agreement.

IN WITNESS THEREOF THE PARTIES HERE TO SET THEIR RESPECTIVE HANDS AND SEALS ON THE DAY AND YEAR MENTIONED ABOVE IN THE PRESENCE OF WITNESSES AS UNDER:

Name and Address of the Firm

.....
.....

Signature of Firm

.....
.....

Signed sealed and Delivered by in the capacity of

Registrar
For & on behalf of the
Rajiv Gandhi National University of Law, Punjab
Patiala (RGNUL)

In presence of (Name and Address)

Witness No. 1

.....

Witness No. 2

.....

