

**BID DOCUMENT**  
**E-Procurement**  
**Open Competitive Bid (OCB)**

*for*

**Supply of 8 & 16 pages Booklets**

**at**

**RGUKT, Nuzvid, A.P**

**Proprietary & Confidential**



**RAJIV GANDHI UNIVERSITY OF KNOWLEDGE TECHNOLOGIES**

**IIIT- Nuzvid,**

**Krishna District**

**Andhra Pradesh- 521202**

**[www.rguktn.ac.in](http://www.rguktn.ac.in)**

## CONTENTS

<b>S.No</b>	<b>Description</b>	<b>Page No.</b>
1	Section 1 Newspaper advertisement	3
2	Section 2 Tender call notice	4
3	Section 3 Instruction to bidders	5-6
4	Section 4 Terms & conditions	7-11
5	Section 5 Technical Bid	12-14
6	Section 6 Finance Bid	15-16
7	Section 7 Specifications for Booklets	17-20

## Section - 1

### News paper advertisement

#### E-Procurement Tender Notice

**RAJIV GANDHI UNIVERSITY OF KNOWLEDGE TECHNOLOGIES**



**NUZVID**

**Nuzvid, Krishna District, Andhra Pradesh- 521 202**

#### **Tender Notice**

**Ref. No: RGUKT/Nuz/Proc/Examcell/Booklets/T01/2017-18**      **Date: 15.05.2017**

Online tenders are hereby invited from reputed **Registered Suppliers/ Manufacturers/ Authorized Dealers** for supply of 8 & 16 pages Booklets at the RGUKT – Nuzvid Institute, Nuzvid, Krishna Dist., Andhra Pradesh - 521202.

Interested bidders can download and submit the bids online from **16.05.2017** to **06.06.2017** up to 05:00PM through <https://tender.apecurement.gov.in> (AP Portal). For further details please visit our website: [www.rguktn.ac.in](http://www.rguktn.ac.in) or <https://tender.apecurement.gov.in> (Andhra Pradesh Portal)

**Sd/-  
Administrative Officer  
RGUKT, Nuzvid**

## Section 2 - Tender Call notice

Reference No	RGUKT/Nuz/Proc/Examcell/T02/2017-18
Bid calling date	15/05/2017
Tender Fee (Non refundable)	2,000/-
EMD (refundable)	50,000/-
Bid Documents Downloading Start date	16/05/2017
Bid Document Downloading End Date	05/06/2017
Last date for uploading of online documents	06/06/2017
Last date for submission of Hard Copies of EMD, Document Fee and other necessary documents (scanned copies)	07/06/2017
Technical Bid opening date/time	09/06/2017
Price Bid opening date/time	12/06/2017
Contact person	Administrative Officer, RGUKT - Nuzvid

### CLARIFICATIONS:

- i. Queries if any can be made through e-mail only to [purchases@rguktn.ac.in](mailto:purchases@rguktn.ac.in) on or before **08.06.2017**. 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	Description	Query

- ii. The addendum/corrigendum if any shall be published on IIIT -Nuzvid's website i.e. [www.rguktn.ac.in](http://www.rguktn.ac.in) as well as on e-procurement platform <https://tender.apecurement.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 made by IIIT- Nuzvid Institute.

### **Section – 3 Instructions To Bidders**

<b>S.No</b>	<b>Name of the Items</b>	<b>Quantity</b>	<b>Specifications</b>	<b>Delivery</b>
1	A4 size Answer booklet of 8 pages	3,50,000	See Section 7	30 days
2	A4 size Answer booklet of 16 pages	1,50,000		

#### **Instructions:**

- 1) Bids are invited on the e-procurement platform from the Registered Suppliers/ Manufacturers/ Authorized Dealers for supply of 8 & 16 pages Booklets at RGUKT-Nuzvid Institute. The details of bidding conditions and other terms can be downloaded from the electronic procurement platform of **Government of Andhra Pradesh** i.e. <http://tender.apecurement.gov.in>
- 2) Bidders would be required to register on the e-Procurement market place <http://tender.apecurement.gov.in> and submit their bids online. On registration with the e-Procurement market place they will be provided with a user id and password by the system through which they can submit their bids online.
- 3) All the participating bidders have to electronically pay a non-refundable transaction fee through online to M/s. APTS, the service provider through "Payment Gateway Service on E-Procurement platform", as per the Government Orders placed on the e-procurement website.
- 4) **Tender Cost:**  
Applicant contractor must submit the demand draft for **Rs 2,000/- (Rupees Two thousand only)** in favour of **“The Director, RGUIIT, Nuzvid”** obtained from any Nationalized/ scheduled Bank valid for six months as a tender fees. All applicable bank charges shall be borne by the applicant and he shall not have any claim what so ever on this account on Government. The Demand Draft submitted for tender fee shall be non-refundable.
- 5) **EMD Payment:**  
The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of **Rs. 50,000/- (Rupees Fifty Thousand Only)** by way of demand drafts or Bank Guarantee only. The demand drafts or Bank Guarantee shall be drawn in favour of **“The Director, RGUIIT, Nuzvid”**. The EMD of the successful bidder shall be returned after the successful submission of Bank Guarantee/ Security Deposit and for unsuccessful bidder(s) it would be returned after the award of the contract.

- a) Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulation made herein or backs out after quoting the rates, the amount of earnest money will be forfeited.
  - b) The Firm who are registered with National Small Industries Corporation (NSIC) / DGS&D and MSME Act 2006 with current validity are exempted to submit the EMD (Copy of registration must be provided along with technical bid)
  - c) The EMD, in case of unsuccessful Bidders shall be retained by RGUKT, till the finalization of the tender. No interest will be payable by institute on the EMD.
- 6) **The Hard Copy of original instruments in respect of tender fees, earnest money deposit etc. must be send to the RGUKT, Nuzvid on or before last date/time of Bid Submission as mentioned above. The bid without tender fee and EMD will be summarily rejected.**

#### 8. Submission of Tender:

The tender shall be submitted online in two part, viz., technical bid and financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

- 1) The bidders need to scan and upload the required documents pertaining to technical bid. The attested copies of all these uploaded documents of technical bid, signed undertaking of Tenderer and original demand Drafts in respect of Bid Security and Bid document fee are to be submitted offline to Administrative Officer, RGUKT-Nuzvid by 04.00PM of **08.06.2017**. The RGUKT – Nuzvid will consider only the bids submitted through on-line over the copies of the paper based bids.
- 2) **The price bid has to be submitted online only. No physical submission of the price bid will be accepted.**

## Section 4 - TERMS AND CONDITIONS

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**IMPORTANT: READ ALL THE FOLLOWING TERMS AND CONDITIONS AND  
SIGN THE ACCEPTANCE CLAUSE FOLLOWING IT**

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- 1) **"PRE –BID Meeting"** shall be held on **2/6/2017** at **3:00 P.M. at RGUKT, Nuzvid**. All the prospective bidders are requested to send comments/representation on or before pre-bid meeting.
  
- 1) **Rate :** Rate should be quoted in Indian Rupees (INR) on DOOR Delivery Basis at RGUKT, Nuzvid, inclusive of all the Charges, with break-ups as:
  - Basic Cost
  - VAT/CST
  - Total Cost (F.O.R. at RGUKT, Nuzvid)
  
- 2) **Opening of Tender:**

The tenderer is at liberty to present either him or authorize not more than one representative to be present at the opening of the tender. The representative present at the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification.
  
- 3) **Validity of the bids:**

The bids shall be valid for a period of 180 days from the date of opening of the tender. This has to be so specified by the tenderer in the commercial bid.
  
- 4) **Amendment of tender document:**

At any time prior to the last date of receipt of bids, Institute may for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder, modify the Tender document by an amendment. **The Institute may at its own discretion extend the last date for the receipt of bids.**
  
- 5) **Right of acceptance:** RGUKT, Nuzvid reserve the right to accept or reject any or all tenders /quotations without assigning any reason there of and also does not bind itself to accept the lowest quotation or any tender. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotation or any tender.
  
- 6) **Signing the Contract:** The successful bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a non-judicial stamp paper of Rs. 100/- (Rs. One Hundred Only) along with performance security within fifteen days of the issue of the letter of notification of award. In the event of failure on the part of the successful bidder to sign the contract within the period stipulated above, the EMD shall be forfeited and acceptance of the BID shall be considered as cancelled.

7) **Performance Security:** As a guarantee towards due performance and compliance of the contract work, the successful bidder (contractor) will deposit an amount equal to 10% of order value and should be kept valid for a period of 60 days beyond completion of all the contractual obligation, including CMC period towards security deposit by way of demand draft/ bank Guarantee in favour of “RGUUIT, Nuzvid “drawn on any Nationalized Bank payable at Nuzvid within fifteen days of the issue of the Letter of notification of award along with non-judicial stamp paper of Rs. 100/- (Contract agreement).

8) **Delivery:**

All the goods ordered shall be delivered at RGUKT, Nuzvid within **30 days** from the date of issue of purchase order. Satisfactory delivery and handover of the booklets will be completed within two weeks from the date of receipt of the booklets at the RGUKT, Nuzvid premises. All the aspects of safe delivery shall be the exclusive responsibility of the supplier. If the supplier fails to deliver the goods on or before the stipulated date, then a penalty at the rate of 0.5% per week of the total order value shall be levied subject to maximum of 10% of the total order value.

If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform RGUKT, Nuzvid in writing about the same and its likely duration and make a request for extension of the delivery schedule accordingly. On receiving the supplier’s communication, the institute shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier’s contractual obligations by issuing an amendment to the contract.

9) **Liquidated Damages**

If the supplier fails to deliver any or all of the goods or fails to perform the service within the time frame(s) incorporated in the tender, the institute shall, without prejudice to other right and remedies available to RGUKT, Nuzvid under the tender, deduct from the quoted price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10 % of the quoted price. Once maximum is reached the institute may consider termination of the tender.

10) **Force Majeure :**

If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries have been so resumed or not shall be final and conclusive. Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, RGUKT, Nuzvid party may, at least option to terminate the contract.



**11) Insolvency etc.:**

In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified, the institute shall have the power to terminate the contract without any prior notice.

**12) Breach of Terms and Conditions:**

In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/ job without assigning any reason thereof and nothing will be payable by the institute. In that event the security deposit shall also stand forfeited.

**13) Subletting of Work:**

The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of RGUKT, Nuzvid which will be at liberty to refuse if thinks fit or unfit. The tender is not transferable. Only one tender shall be submitted by one tenderer.

**14) Right to call upon information regarding status of work:**

The institute will have the right to call upon information regarding status of work/ job at any point of time.

**15) Terms of payment:**

90% Payment shall be released after the successful delivery of the ordered goods against the submission of the Inspection report by the committee. Balance 10% would be made after three months on getting satisfactory certificate from the concerned department.

Only online payment would be done. Hence, details like: Name of the bank, Account No., IFSC code has to be furnished along with the bill.

VAT deduction in case of AP vendor would be as per AP VAT Act, 2015

**16) Arbitration:**

If any difference arises concerning this agreement, its interpretation on payment to be made there under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an Arbitral Tribunal containing Sole Arbitrator to be appointed by the Secretary, Department of Legal Affairs. Such requests shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1990 and the rule framed there under and in force shall be applicable to such proceedings.

**17) Legal Jurisdiction:**

The agreement shall be deemed to have been concluded in Nuzvid, Andhra Pradesh and all obligations hereunder shall be deemed to be located at Nuzvid, Andhra Pradesh and Court within Hyderabad will have Jurisdiction to the exclusion of other courts.

18) **Sample:** Each of prospective Tenderer, who wants to participate, shall be required to place its sample of Booklets for sample display at institute before last date of submission of bid. Bids submitted without the sample will be rejected.

19) **After Sales Service:**

After sales service centre should be available on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 24 hours to ensure an uptime of minimum 95%, wherever applicable, failing which the necessary penalty measures shall be enforced.

20) **Inspection:**

- a) RGUKT, Nuzvid shall have the right to inspect and/or to test the goods to confirm their conformity to the tender Specifications at no extra cost to RGUKT, Nuzvid.
- b) The institute reserve the right to inspect, test and where necessary, reject the Goods after the goods have arrived at the final destination and it shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the institute prior to the goods shipment.
- c) The Director, RGUKT, Nuzvid shall be the final authority to reject full or any part of the supply which is not conforming to the specification and other terms and conditions.
- d) No payment shall be made for rejected goods. Rejected items must be removed by the bidders within two weeks of the date of rejection at their own cost and replaced immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.

21) **Documents:**

- a) All pages of the Tender should be numbered and indexed.
- b) The bidder shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully confirm to the goods and services specified by the institute in the tender documents. For this purpose the bidder shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the institute in the tender documents to establish technical responsiveness of the goods and services offered in its tender duly indicating relevant page numbers in the product literature.

22) Vendors are informed that once the companies are shortlisted based on the technical specification, only then the price bids of the firms that meet RGUKT's Technical specification / requirements would be compared.

23) RGUKT reserves the right to modify or alter the specifications after short listing of tenderers.

24) The order will be based on the actual requirement at the time of ordering, optional items may also be ordered based on the actual requirements at the time of ordering. Not quoting for this may result in disqualification. The institute reserves the right to change the order quantity or split the orders among multiple vendors without assigning any reason(s) whatsoever.

**ACCEPTANCE**

We accept the above terms and conditions and shall comply with them strictly

**Signature of the Bidder :** .....

**Name and Designation :** .....

**Business Address :** .....

.....

.....

**Place :**

**Date :**

**Seal of the Bidder's Firm**

## **Section 5 - Technical Detail**

### **Parameters and Technical Specifications for Executing the Work:**

1. Tenders are invited with branded watermark paper from Andhra Unit CP/ITC.
2. Bills issued by the paper manufacturers / distributor for the paper purchase should be submitted along with the first bill submitted to the University as evidence of printing of booklets on the brand / quality of paper prescribed by the University.
3. The participant manufacturer/companies having own manufacturing units or their authorized dealer can only participate. Proof of manufacturing is to be attached. RGUKT, Nuzvid may also visit and inspect the manufacture set up as deemed fit.
4. The Bidder should have a minimum annual average turnover of Rs. 50 lakhs in booklets work in the last three financial years. Income tax statement should be submitted duly signed by concerned C.A. with Balance Sheet & ITR Copy.
5. The Bidder should have required experience in supply order of booklets/stationery at least one work order costing not less than 80% of the estimated Tender value or two work orders costing not less than 60% or three work orders costing not less than 40% of the tender value in any of the last three financial year's. A certificate should be submitted with copies of work orders and satisfactory completion certificate from the client.
6. The Bidder should have minimum liquid assets Certificate of last financial year 2016-17 for a value not less than 100% of the estimated Tender value in form of Certificate by any Nationalized Bank/Scheduled Bank.

## **Technical Bid**

(Tenderer may use separate sheet wherever required)

<b>S.No</b>	<b>Details of the Firm/Bidder</b>	<b>Page No.</b>
1	Name & Address of the Vendor	
2	Name of the firm and Date of incorporation	
3	State clearly whether it is Sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organization. Bidders relevant documents should be submitted as per law.	
4	Are you the authorized dealer or distributor or reseller for the products quoted	
5	Proof of manufacturing dealers participating should enclose Dealer certificate from their parent manufacturer company & Proof of manufacturing	
6	Details of the Earnest Money Deposit (EMD) worth Rs.50,000/-	
7	Details of the cost of the Tender documents worth Rs. 2000/-	
8	Copies of registration certificate issued by NSIC or DGS&D/ copy of Entrepreneur memorandum filed under MSME Act 2006 with current validity.	
13	Annual turnover the last three financial year's 2013-14 to 2015-16	
14	Copies of work orders and work satisfactory completion certificate from the client	
15	Latest income Tax Clearance Certificate	
16	TIN, PAN and VAT registration No. with Proof.	
17	Experience Certificate from two Govt. /Educational Institutions in A.P. (Copies to be enclosed)	
18	Whether each page of Tender and its annexure have been signed and stamped	
19	Any other information important in the tenderer	
20	What would be the delivery period in days from the date we place an official purchase order.	
21	On Manufacturer's Side to whom RGUKT have to contact in case of delayed supply and other issues committed by the authorized dealer / distributor / reseller : Contact Person Name, Address, E-mail ID : Telephone / mobile	

**Note:**

**Page number/serial number may be given to each and every page of Tender Documents and documents attached. Mention Page number, wherever the copy (ies) of the document(s) is kept.**

**In case of non-fulfilment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.**

(Dated Signature of the Tenderer with stamp of firm)

**Undertaking**

1. That I/we have carefully studied all the terms & conditions of the tender and shall abide by it.
2. That I/We shall supply the items of requisite quality.
3. That I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.

(Dated Signature of the Tenderer with stamp of firm)

Date:

Place:

## **SECTION: 6 - Financial Bid**

### **Format for Financial Bid**

Go through the specifications given in Section – 7 and quote the prices.

(To be submitted on the letterhead of the company / firm)

<b>S.No.</b>	<b>Item details with <u>make and model</u></b>	<b>Unit Price without taxes (Rs.)</b>	<b>Taxes/ Duties etc on unit price (Rs.)</b>	<b>QTY (Nos)</b>	<b>Total price without taxes (Rs.)</b>	<b>Total price with taxes, duties etc.(Rs.)</b>
1	Answer booklet of 8 pages			3,50,000		
2	Answer booklet of 16 pages			1,50,000		
<b>Total Price (Inclusive of all Taxes ) (Rs)</b>						

1. I/We have gone through the terms & conditions as stipulated in the tender enquiry document and confirm to accept and abide the same.
2. The above rates are valid for a period of 180 days.
3. No other charges would be payable by the Institute.
4. The delivery of the items will have to be made at RGUKT, Nuzvid within 30 days from the date of issue of purchase order. No packing, installation, transportation and carriage charges will be provided for the same.
5. The rate quoted should be firm and final and written in ink or typed against each item and should in no case be overwritten. Any overwriting/modification of any type will lead to rejection of the bid.
6. **Rates are to be quoted item-wise otherwise bid will be treated as unresponsive.**

7. Total price for the work inclusive of all kinds of incidental charges and all taxes etc. as per details given above will be \_\_\_\_\_(in words Rupees \_\_\_\_\_ only).

**\*\* In case of any discrepancy between rates mentioned in words and figures, rates mentioned in words shall be considered.**

**Signature of the Bidder :** .....

**Name and Designation :** .....

**Business Address :** .....

.....

.....

**Place :**

**Date :**

**Seal of the Bidder's Firm**




## Section 7


### SPECIFICATIONS FOR ANSWER BOOKLETS

<b>Description</b>	A4 size with 60 GSM Cream wove, 'A' grade paper Maplitho grade quality of Andhra Paper – Unit - CP or ITC.
<b>Answer booklet of 8 pages: (see Annexure - A)</b>	1) The following should be printed conspicuously <ol style="list-style-type: none"><li>a) The first page as shown in annexure 1 along with Gothic Numbering</li><li>b) Left margin lines and page numbers should appear on all the pages of the booklet.</li><li>c) The University emblem should appear in the centre of all the pages as watermark.</li><li>d) All the printing should be in single color (i.e maroon)</li></ol>
	2) All the 8 pages should be stitched into single answer booklet.
	3) Number of Booklets required are: 3,50,000.
<b>Answer booklet of 16 pages: (see Annexure - B)</b>	1) The following should be printed conspicuously <ol style="list-style-type: none"><li>a) The first page and second page as shown in annexure 2 along with Gothic Numbering</li><li>b) Left margin lines and page numbers should appear on all the pages of the booklet.</li><li>c) The University emblem should appear in the centre of all the pages as watermark.</li><li>d) All the printing should be in single color (i.e maroon).</li></ol>
	2) All the 16 pages should be stitched into single answer booklet.
	3) Number of Booklets required are: 1,50,000.
<b>Packing</b>	The material should be supplied in packets containing 100 booklets securely packed in one packet. Packing should be done in such a way that the goods are not damaged /lost during the course of transit.

**ANNEXURE – A (8 pages booklet)**

**PAGE -1**

		<b>Rajiv Gandhi University of Knowledge Technologies</b>	
		<b>Nuzvid - 521 202, Andhra Pradesh, India</b>	
I.D.No. : <input type="text"/>		Marks Obtained <input type="text"/>	
Roll No : <input type="text"/>	Class Code : <input type="text"/>	Department : <input type="text"/>	
Date : <input type="text"/>		Year / Semester : <input type="text"/>	
Subject : <input type="text"/>		Monthly Test : <input type="text"/>	
Signature of the Student		<b>131121</b>	Signature of the Invigilator



RGUKT

**ANNEXURE – B (16 pages booklet)**

**PAGE -1**



**Rajiv Gandhi University of Knowledge Technologies  
Nuzvid - 521 202, Andhra Pradesh, India**

I.D.No. :

Year/Sem :  Department:  Date:

Subject :

Signature of the Candidate **028620**

Signature of the Invigilator

Question Number	A	B	C	Question Number	A	B	C
1				7			
2				8			
3				9			
4				10			
5				11			
6				12			

Grand Total:

Marks in Words: \_\_\_\_\_

Name of the Examiner : \_\_\_\_\_

Signature of the Examiner

Question Number	A	B	C	Question Number	A	B	C
1				7			
2				8			
3				9			
4				10			
5				11			
6				12			

Grand Total:

Marks in Words: \_\_\_\_\_

Name of the Examiner : \_\_\_\_\_

Signature of the Examiner

Note : Do not write Your Roll Number, Name or any other identification marks any where in the answer book except in the designated area.

**(16 pages booklet)**

**PAGE -2**

*Do Not Write Anything On This Page*

## **DRAFT**

### **PERFORMANCE SECURITY BOND FORM**

- 1) In consideration of Rajiv Gandhi University of Knowledge Technologies, Nuzvid (here in after called the RGUKT, Nuzvid) having agreed to exempt (here in after called the said contractor (S) from the demand of security deposit/earnest money of Rs.....on production of Bank Guarantee for Rs..... For the due fulfilment by the said contractors of the terms & conditions to be contained in an Agreement in connection with the contract for supply of we, (name of the Bank) (herein after referred to as "the Bank") at the request of Contractor's do hereby undertake to pay the RGUKT, Nuzvid an amount of not exceeding, against any loss or damage caused to or suffered or would be caused to or suffered by the RGUKT, Nuzvid reason of any breach by the said contractors of any of the terms & conditions contained in the said agreement.
- 2) We (Name of the Bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the RGUKT, Nuzvid stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the RGUKT, Nuzvid reason of breach by the said contractors of any of terms & conditions contained in the said agreement or by reason of the contractors failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee, where the decision of the RGUKT, Nuzvid in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.\_\_\_\_\_.
- 3) We undertake to pay to the RGUKT, Nuzvid any money so demanded not withstanding any disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.
- 4) We(Name of the bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year from date herein and further agrees to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the RGUKT, Nuzvid, under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till RGUKT, Nuzvid certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges guarantee.

- 5) We (name of the bank) further agree with the RGUKT, Nuzvid that the RGUKT, Nuzvid shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & condition of said agreement or to extend time of performance by the said contactor(s) from time to time or to postpone for any time to time any of the powers exercisable by the RGUKT, Nuzvid against the said any contractor(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, and or any omission on the part of the RGUKT, Nuzvid or any indulgence by the RGUKT, Nuzvid to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
- 6) The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/ supplier(s).
- 7) This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by RGUKT, Nuzvid.

Dated: \_\_\_\_\_

For

\_\_\_\_\_

(Indicating the name of the bank)

- 1) N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the stamp act.