

*Total No. of pages in tender document: 18 (Eighteen) pages*

**TENDER FORM**



**ACHARYA N.G. RANGA AGRICULTURAL UNIVERSITY**  
**SRI MEKAPATI GOUTHAM REDDY AGRICULRUAL COLLEGE**  
**UDAYAGIRI**

**NOTICE INVITING TENDER (Online version)**

<b>Sl. No.</b>	<b>Item</b>	<b>Description</b>
1.	Department Name	SMGR Agricultural College, Udayagiri
2.	FILE / NIT Number	ROC. No. 760/ Dept. Equipment's/SMGRAC, UDG/2024 dated: 01.02.2025
3.	Tender Subject	<b>"SEED GERMINATOR"</b> for the Department of Genetics & Plant Breeding at SMGR Agricultural College, Udayagiri
4.	Cost of Tender Document	Not applicable
5.	Tender Type	Open
6.	Tender Category	Products
7.	EMD Amount (INR)	2% of the bid value
8.	EMD payable:	The Associate Dean, <b><u>SMGR Agricultural College, Udayagiri</u></b> on any nationalized bank only
9.	Bid Document Downloading Start Date	<b>03.02.2025 05:00 PM</b>
10.	Bid Document Downloading End Date	<b>07.02.2025 02.00 PM</b>
11.	Last Date & Time for Receipt of Bids	<b>07.02.2025 05:00 PM</b>
12.	Submission of all the uploaded documents (Hard Copies) at the SMGR Agricultural College, Udayagiri on or before	<b>10.02.2025 01:00 PM</b>
13.	Technical Bid Opening Date and Time (Qualification and Eligibility Stage)	<b>10.02.2025 02:30 PM</b>
14.	Price Bid Opening Date and Time (Financial Bid Stage)	after finalization of technical bid
15.	Place of Tender Opening	O/o The Associate Dean, SMGR Agricultural College, Udayagiri- 524 226
16.	Tender Inviting / Opening authority	The Associate Dean, SMGR Agricultural College, Udayagiri
17.	Address/E-mail id	<a href="mailto:ad.agcudayagiri@angrau.ac.in">ad.agcudayagiri@angrau.ac.in</a>
18.	Contact Details/Telephone	7815923865
19.	Procedure for Bid Submission	1. Bids shall be submitted online. 2. The participating bidders in the tender should register themselves free of cost on e-procurement platform in the website <a href="http://www.apecurement.gov.in">http://www.apecurement.gov.in</a> . <b>Note:</b> After tendering, all Bidders should submit the

		<p>attested copies of the uploaded certificates along with original EMD amount through DD Drawn in favour of Associate Dean, SMGR Agricultural College, Udayagiri to the Associate Dean, SMGR Agricultural College, Udayagiri <u>on or before 10-02-2025, by 01:00 PM</u>, failing which their tender will be summarily rejected.</p> <p><b>Transaction fee on e-Procurement Platform (Corpus fund):</b> All the participating bidders shall pay a transaction fee (non-refundable) as mentioned in the NIT payable to M/s APTS, Vijayawada and through on line. (0.04% of estimate contract value + GST as applicable). It is mandatory for all the participant bidders from 20.08.2020 to pay a Non-refundable Transaction fee electronically to the M.D., A.P.T.S, Vijayawada by the service provider through "Payment Gateway Service on E-Procurement platform".</p> <p>The Bidder shall authenticate the bid with his digital certificate for submitting the bid electronically on e-Procurement Platform and the bids not authenticated by Digital certificate of the bidder will not be accepted on the e-Procurement platform</p>
	<p>General Terms and Conditions and specifications of the equipment/Items</p>	<p>AS PUBLISHED IN THE TENDER DOCUMENT</p>

**Sd/-G. Krishna Reddy**  
**Associate Dean**  
**SMGR Agricultural College**  
**Udayagiri**

**ACHARYA N.G. RANGA AGRICULTURAL UNIVERSITY**  
**SMGR Agricultural College, Udayagiri**



**E-PROCUREMENT NOTICE**

**ROC. No. 760/ Dept. Equipment's/SMGRAC, UDG/2024**

**Date:03.02.2025**

E- Procurement Tenders are invited from the manufacturers or their authorized dealers or reputed firms for “ **SEED GERMINATOR**” for the Department of Genetics & Plant Breeding at SMGR Agricultural College, Udayagiri- 524 226

Details are as follows: -

1)	Tender document online opening date	03.02.2025 05:00 PM
2)	Tender document online closing date	07.02.2025 02:00 PM
3)	Bid- Submission Online closing date	07.02.2025 05:00 PM
4)	Submission of all the uploaded documents (Hard Copies) at The O/o the Associate Dean, SMGR Agricultural College, Udayagiri on or before	10.02.2025 01:00 PM

- Bidders shall have GST Registration (for details log on to [www.apts.gov.in](http://www.apts.gov.in))
- For details visit [www.apecurement.gov.in](http://www.apecurement.gov.in)

For any clarification, please contact:

CONTACT: 7815923865

**Sd/-G. Krishna Reddy**  
**Associate Dean**  
**SMGR Agricultural College**  
**Udayagiri**

## **GENERAL TERMS AND CONDITIONS**

1. **Tenders** will be **accepted** through **On-Line** up to **07. 02. 2025** until **05.00 PM** by The Associate Dean, S V Agricultural College, Tirupati for the supply of **“SEED GERMINATOR”** to department of Genetics & Plant Breeding at **SMGR Agricultural College, Udayagiri** as per the details in **Annexure-I**.
2. All the **Interested Bidders** have to mandatorily **Log Onto e-Procurement website** through **secure mode** only and **submit** their **bids** using **Digital Certificates** (Signing Certificate - Single Key Pair) obtained from **Andhra Pradesh Technology Services Ltd. [APTS – Sub CA]** in-Compliance to **Chapter III of IT Act, 2000**. The **details** and **procedure** for obtaining **Digital Certificates** is given at <https://tenders.approcurement.gov.in>.
3. The **Tenders** are invited for the **Supply** of **SEED GERMINATOR** to in **Annexure-I**.

## **ELIGIBILITY TO PARTICIPATE IN TENDERS**

1. **Manufacturers** or their **Authorized Dealers** or **Reputed Firm** are **eligible** to **quote** in this **Tender**. **Authorized Dealers** should attach **Letter of Authority** from the **Principal Manufacturer** to quote in this Tender.
2. The Dealers/Makers should be **Registered Firms** and should have **Authorization Certificate** from **Principals** in case Representation of the **International Firm**.
3. The Tenderers shall supply good quality items as per Standards.
4. The **Associate Dean, S V Agricultural College , Tirupati** reserves the **right to reject** the tender of **Blacklisted Companies** and **those of companies whose past performance** with the Associate Dean, S V Agricultural College , Tirupati was unsatisfactory due to delayed / erratic supplies, frequent product failures etc.,

## **SUBMISSION OF THE ON-LINE TENDER FORMS**

Tenders have to be submitted in two parts in ONLINE in the prescribed proforma i.e., Technical Bid (Part-I) and Financial Bid (Part-II).

1. Financial Bids of those Tenderers who qualify in Technical Bid will only be considered for finalization of the tender.
2. The Tenderer may please note that all the columns in the Technical Bid are to be filled in meticulously with precision, with documentary evidence wherever necessary.
3. All the required documents / enclosures / literature / technical catalogs etc., have to be uploaded & attached along with Technical Bid (Part-I of the Tender) only. Technical catalogues for quoted item are essential. Tenders submitted without technical literature of the item will be summarily rejected. Eligibility for Financial Bid (Part-II of the Tender) will depend on the outcome of documents uploaded / electronically attached to Technical Bid

**THE SCHEDULES FOR OPENING OF TENDERS THROUGH ONLINE ARE:**

10-02-2025 at 02:30 PM	Opening of Technical Bids i.e. Part-I
	Financial bid shall be opened after finalization of technical bid

1. The dates scheduled for RECEIPT and OPENING of tenders are fixed and will not be changed under any circumstances. However, the Associate Dean, SMGR Agricultural College, Udayagiri reserves the right of postponement of the date of opening of Tenders or date of opening of financial bids in the event of any unforeseen reasons.
2. If for any unforeseen reasons, the last date for submission of tenders and opening of Tenders happens to be a holiday, the notified dates automatically get postponed to next working day.
3. The Associate Dean, SMGR Agricultural College, Udayagiri is “Not Responsible” for non-receipt of tenders or late uploading of tenders on online for any reason, what so ever.
4. Failure to fill and sign the declaration and check slip shall make tender invalid.

**DOCUMENTS TO BE ELECTRONICALLY ATTACHED:**

1. All the documents are arranged in the serial order, (*Serial Numbers and Page Numbers should be indicated on the right side top of the corner*) then uploaded to the e-Procurement web site i.e., <https://tenders.apecurement.gov.in>.

Sl. No	Code No.	Name of the Document
1.	E-I	Declaration Form (Annexure-II)
2.	E- II	Manufacturing License / Authorization letter from the Manufacturing firm
3.	E- III	Earnest Money Deposit
4.	E- IV	VAT/Sales Tax/GST Clearance Certificate or payment particulars for preceding two years along with supporting Documents. (2022-23 & 2023-24)
5.	E- V	Annual Turnover Assessment order for the preceding two years (2022-23 & 2023-24) certified by Commercial Tax Officer / Chartered Account
6.	E- VI	Copies of balance Sheet, Profit and loss Account for last two years i.e. (2022-23 & 2023-24) duly certified by the Auditor
7.	E – VII	Copy of GST Registration Certificate
8.	E-VIII	Users list for the item/ equipment during past 4 years
9.	E- IX	BIS / ISO/ CE issued by the Competent Authority
10.	E-X	APSSIDC/NSIDC/MSME Certificate, if applicable
11.	E- XI	Government Ownership Certificate, If applicable
12.	E- XII	List of service centers with contact details for each of the equipment

2. The Tenderers are requested to submit the following hard copies for verification on or before 10.02.2025 until 01.00 PM physically or by post. The Associate Dean, SMGR Agricultural College, Udayagiri is not responsible for any postal delay.

- a) Check slip of all the documents uploaded
- b) Copies of all the documents, which were uploaded

*Note: This is only for cross verification of the uploaded documents. Any required document failed to upload, the bid shall become invalid, even though documents are produced physically*

3. All the enclosed documents shall be in English or Hindi or Telugu, *If Any Document is produced in any Language Other than English or Hindi or Telugu, True Translation copies of such documents in English Shall be enclosed duly attested by a Gazetted Officer.* Failure to submit English translation of such documents shall make tender invalid. All Originals are to be presented at the time of scrutiny for verification.

### **TRANSACTION FEE**

All the participating bidders shall pay a transaction fee (non-refundable) to M/s APTS, Hyderabad and through on line. (0.04% of estimate contract value + GST as applicable). It is mandatory for all the participant bidders from 20.08.2020 to pay a Non-refundable Transaction fee electronically to the M.D., A.P.T.S, Vijayawada by the service provider

### **EARNEST MONEY DEPOSIT (EMD)**

1. Earnest Money Deposit as indicated below in the form of crossed demand draft / pay order drawn on any scheduled bank in favor of The Associate Dean, SMGR Agricultural College, Udayagiri and this E.M.D. The E.M.D. of unsuccessful tenderers will be returned after signing the agreement with the successful tenderers.

#### **Particulars of EMDs: 2% of the Bid value.**

2. All the bidders shall invariably upload the scanned copies of DD/pay order towards EMD along with the bid, in e-procurement platform and this will be the primary requirement to consider the bid responsive.
3. The DD/pay order should be deposited to this office while producing hard copies for verification.
4. Cheques, Cash deposits, Term Deposits or Fixed Deposits will not be accepted towards Earnest Money Deposit.
5. However, the exemption of Earnest Money Deposit will be given to Small Scale Industrial Units, Registered with the Government of Andhra Pradesh and the National Small Scale Industries Development Corporation, New Delhi or the firms with specific exemption orders issued by competent authority of Government of Andhra Pradesh or Government of India. The order should be uploaded in the e-procurement platform in place of DD in case of any such claim.
6. The items permitted by S.S.I. Registration Authority will only be considered for manufacturing aspect only. **IF ANY FIRM QUOTES ITEMS OTHER THAN THOSE COVERED UNDER S.S.I. REGISTRATION, E.M.D. SHALL ACCOMPANY THE TENDER.** Failure to enclose E.M.D. shall make such of those items not covered under S.S.I. Certificate invalid for consideration.
7. Earnest Money Deposit of other tenders deposited with this office during any period of time shall not be considered for this tender.

## **SECURITY DEPOSIT**

1. The successful Tenders(s) shall within 7 days, after the Associate Dean, SMGR Agricultural College, Udayagiri written notice of acceptance of the Tender has been posted to him or them, deposit with the SMGR Agricultural College, Udayagiri a sum of rupees@ 2% of the cost of items inclusive of all taxes (or the authority may fix the amount according to the value of the tender) as a security for the fulfillment of the contract. Performance bond guarantee can also be considered, as security deposit in addition to the EMD. The Earnest Money Deposit/Security Deposit shall carry no interest. *The Security Deposit to be deposited will be in addition to the Earnest Money deposit.*
2. The Associate Dean, SMGR Agricultural College, Udayagiri reserves the right to forfeit and confiscate Earnest Money Deposit, if the successful Tenderer(s) fail to pay the Security Deposit which is required under the Terms and conditions of this Tender.

## **FORFEITURE / REFUND OF THE EARNEST MONEY DEPOSIT / SECURITY DEPOSIT**

1. In case the selected Tender(s) does not supply the stores at the quoted rates within the period of contract and commits any breach of any one or more of these terms and conditions, the Earnest Money deposited by Tenderer(s) will be forfeited by the Associate Dean, SMGR Agricultural College, Udayagiri.
2. Earnest Money of the unsuccessful Tenderer(s) shall be refunded signing the agreement with the successful tenderers by the ANGRAU, Guntur. No interest is payable by the Associate Dean, SMGR Agricultural College, Udayagiri on such deposits.
3. The Earnest Money and Security money deposited by successful Tenderer(s) shall be retained by the Associate Dean, SMGR Agricultural College, Udayagiri till three months after the expiry of the contract period, i.e., 12 months from the date of acceptance of the tender on the date on which the supply which may arise in consequence of repeat orders placed during the 12 months for which the rates quoted are to remain valid.
4. On due performance and satisfactory completion of the order in all respects during the contract period, the Earnest Money Deposit and the security deposit will be refunded to the Contractor(s) without any interest within a period of 3 months with effect from the date of receipt of a request to this effect from the supplier(s).

## **VAT/SALES TAX/GST CLEARANCE CERTIFICATE**

Attested Photo Copy of GST / VAT / Sales Tax Clearance Certificate and Sales Tax Payment particulars obtained from the competent sales tax authority of the area concerned for the years (2022-23 & 2023-24) shall be attached. Certificates older than that shall not be considered. Those not liable for GST/VAT/Sales Tax payment under relevant rules should produce a certificate to that effect from the competent authority.

## **MANUFACTURING LICENSE:**

1. Attested Photocopy of the Latest Manufacturing License, which is in vogue shall be enclosed. If the firm has applied for renewal of license, necessary authenticated proof from the concerned Licensing Authority shall be furnished. Licenses issued for test and Analysis will not be considered. The product/item quoted by the tenderer shall be underlined with 'Red Ink'. The License number and date should also be underlined with 'Red Ink'. The abstract of the product quoted should be enclosed. The Manufacturing License should clearly indicate a minimum of two years of manufacturing and marketing experience. Items



without the proof of two years of Manufacturing and Market experience will summarily be rejected.

2. The tenders received without proper license, authenticated list of items covered by license and authorization letters from actual / original manufacturers are liable for rejection without any further notice.
3. Tenderers should enclose documents to show that manufacturing Unit has been recognized with the ISO Certificate etc.
4. Tenderers should enclose documentary evidence of having manufactured and marketed the product for two years.

**BIS/ISO/CE etc CERTIFICATES (whichever is applicable):**

1. Tenderer should produce BIS / ISO/ CE etc. certificate (wherever applicable) issued by the concerned Licensing Authority.
2. Tenderers should enclose BIS / ISO Certificate for products wherever applicable.
3. The certificates whichever is applicable and claimed should be furnished with supportive documents.

**TERMS AND CONDITIONS FOR COMMERCIAL AGREEMENT:**

1. The details of the required items are shown in e-procurement Web Application. Rates should not vary with the quantum of orders or destination.
2. The rates quoted shall be in Indian Rupees only and must be expressed both in figures and words as well. The rate of each category of item should be quoted. The rates quoted should be inclusive of all the applicable taxes and “FOR destination” (destinations for the items are mentioned in Annexure-I). However, the applicable taxes and packaging costs if any etc. should be clearly indicated in the price bid.
3. Tenderers who are supplying the items offered in this tender to other states shall enclose the copies of latest invoices to support of their claim that the rates quoted to ANGRAU are comparable.
4. No Insurance charges will be paid by the Department / Indenter.
5. The rates quoted by the tenderer shall not exceed the controlled rates, if the Government controlled rates are in force on the date of submission of tenders. In the absence of controlled prices, the tenderer shall quote reasonable price applicable to bulk purchases.
6. All rates quoted by the bidder should be valid for a period of One year from the date of acceptance of the lowest Bid.
7. The rates offered in the tender shall not exceed the M.R.P. as well as the lowest price at which the firm sells the product of identical description to any other department or organization or person anywhere in the State / neighboring states of A.P. If such incidences of quoting higher rates to this SMGR Agricultural College, Udayagiri come to the notice at any time, during the course of Rate Contract for the rest of the Rate Contract period, the Associate Dean, SMGR Agricultural College, Udayagiri reserves the right to initiate an appropriate disciplinary action against such firms including black listing them.
8. IF ARTIFICIALLY LOW RATES ARE QUOTED, THE ASSOCIATE DEAN, SMGR AGRICULTURAL COLLEGE, UDAYAGIRI RESERVES THE RIGHT TO CROSS-VERIFY THEM AND IGNORE THEM FROM CONSIDERATION IN ORDER TO PREVENT UNETHICAL TRADE PRACTICES.

9. Ordinarily, the tendered items will be selected based on the lowest rates quoted by the firms in the Financial Bids. However, the tender committee reserves the right to select the product even with higher rates depending upon the reported performance / market reputation / efficacy of the item basing on the user reports / feedback given by the end users, ignoring the lowest rates.
10. If tenderer quotes the rates at his will, overlooking the conditions in the previous paragraphs, the tender is liable for cancellation even after approval of tender and firms will face suitable legal action for such action at any time during the Rate Contract period.
11. Rates quoted should be marked clearly with main price and taken separately. Total price after taking all the actuals will be taken as financial quote for comparison.
12. No representation towards upward revision of rates once accepted will be considered. DSIR and other certificates for custom exemption will be provided by SMGR Agricultural College, Udayagiri The rate quoted and accepted will be binding on the tenderer for the stipulated period and on no account will any increase in the price be entertained till the completion of tender period.
13. No tenderer shall be allowed at any time on any ground what so ever to claim revisions of or modifications in the rates quoted by him. Clerical error, typographical etc., committed by the Tenderers in the tender forms shall not be considered after opening of the tenders. Conditions such as “SUBJECT TO AVAILABILITY” “SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVE” etc., will not be considered under any circumstances and the tenders of those who have given such conditions shall be treated incomplete and for that reason shall be summarily rejected.
14. No company / Firm which has been blacklisted either by the SMGR Agricultural College, Udayagiri, A.P or ANGRAU or by any State Government or Central Government / Organizations shall participate in the Tender during the period of Blacklisting. If any such firm participates and came to know at a later stage, and if any firm is Black listed at a later date either by the Government of Andhra Pradesh or any other State / Central Government will not only be debarred / Black listed permanently and their security deposit /EMD whichever is available with the Department will be forfeited and any business / transactions will be stopped with their firms forthwith.
15. The indented stocks shall be delivered at respective institutes or research stations as indicated in Annexure-I at the cost of the supplier.
16. The rates should be quoted separately for each item.
17. The Associate Dean, SMGR Agricultural College, Udayagiri reserves the right for cancellation of tender even after approval at commercial stage due various administrative and financial reasons.

### **AGREEMENT**

1. Every successful tenderer on intimation by this office shall execute an agreement on Rs.100-00 (Rupees One Hundred only) non-judicial stamp paper in the prescribed form, which will be supplied along with the list of items tentatively approved. Agreement should be typed only on one side of stamp paper with due attestation on each page.
2. In the event of failure to execute agreement in proper form along with the Security deposit by successful tenderer within (10) days, the EMD of such tenderer will be forfeited and such defaulters will forego the right to participate for future tenders for a minimum period of (3) year.

### **DEMONSTRATION OF THE ITEMS:**

1. The Tenderer may have to arrange for demonstration of the functioning of the items as per specifications with the Associate Dean, SMGR Agricultural College, Udayagiri, in case of necessity.
2. If the item is declared to be not of standard quality or not meeting the specified requirements, it will deem to be rejected. If any item supplied by the tenderer is used after supply and is subsequently found to be not as per specifications, unsound, inferior in quality or description or are otherwise faulty or unfit for use, then the cost of such item will be recovered from the tenderer, if the payment had already been made, in addition to penalty. *The approved firms shall Re-Supply the item.*

### **OTHER CONTRACTUAL OBLIGATIONS**

1. The contract shall not be capable of being varied except by written consent by both the Associate Dean (purchaser) and the supplier shall not in the absence of the specific written acceptance be bound by any provisions of the supplier's quotations, offers etc., which purport to impose conditions at variance with this contract.
2. The supplier shall not sublet or delegate this contract or part thereof without the written consent of the Associate Dean, SMGR Agricultural College, Udayagiri. Such consent shall not however be withheld unreasonably. But the Tenderer(s) may without the consent of the Associate Dean, SMGR Agricultural College, Udayagiri purchase material as he/they does not normally manufacture.
3. The supplier shall keep confidential all matters concerning this contract and comply with all reasonable security requirements. All drawing, blocks, specifications, manuscripts, samples etc., supplied by the Associate Dean, SMGR Agricultural College, Udayagiri and all copies thereof shall be returned to the Associate Dean when their use is terminated. In no event the supplier(s) shall permit publicity concerning this contract without the prior consent of the Associate Dean, SMGR Agricultural College, Udayagiri
4. Any undertaking or commitment given by or made by any Officer or the Associate Dean verbally or in writing does not have any validity unless it is signed again by the authority competent who concluded an agreement earlier.

### **INSPECTION AND PACKING**

1. At all reasonable time during production and prior to dispatch of material the supplier(s) shall afford and secure for the representative of the Associate Dean, SMGR Agricultural College, Udayagiri every reasonable access and facility at his plant or premises for its inspection and making of usual tests on behalf of the institute. The supplier(s) shall advise the scheme at least 7 days prior to the time when any material is ready for final inspection. the Associate Dean, SMGR Agricultural College, Udayagiri will then make the inspection and subject to the material being in all respects as specified and being of sound quality and workmanship the representative of the Associate Dean, SMGR Agricultural College, Udayagiri shall sign or countersign a certificate of inspection.
2. a) The supplier(s) shall supply to the Associate Dean, SMGR Agricultural College, Udayagiri on request a report from time to time as to the progress of supplies. Any delay or anticipated delay will be reported at once together with the full reasons there for.  
b) The responsibility of procurement of transport facilities and dispatch of the stocks in good condition and as per specifications and in time/door delivery lies with the supplier(s) and they must keep up the delivery schedule at any rate.

- c) The insurance should be done at the cost of supplier(s) as the rate quoted is all inclusive for door delivery at respective institutes or research stations as indicated in Annexure-I.
3. Should the progress in supplies be delayed due to any cause beyond the reasonable control of the supplier(s) and whether such delay or impediment occurs before or after the time for dispatch, reasonable extension of time might be granted by agreement between the parties.
  4. The supplier(s) shall insert in each case 3 copies of packing list, fully item wise to show case number, contents and full description of the contents. The concerned in-charge of the stores of the respective institutes or research stations as indicated in Annexure-I at the receiving point will retain one copy with him and return the other two copies, duly signed to the supplier(s) who will append one copy of this packing list with invoices when sent to the concerned for payment.

### **SUPPLIES AS PER SPECIFICATIONS**

1. All supplies shall be to the description and to the specifications laid down and in strict accordance with the approved samples. Deviations, if any should be clearly brought out failing which it will be normally construed that the materials offered are not to our requirements. Any special features may also be clearly brought out.
2. The decision of the Associate Dean, SMGR Agricultural College, Udayagiri however shall be final as to the quality of supplies received and binding upon the supplier(s) in case, the supplier(s) supplies any other article than what is ordered such article supplied, not being approved, shall be liable to be rejected.
3. If the Associate Dean, SMGR Agricultural College, Udayagiri requires any changes in specifications the supplier(s) shall use his best endeavor to comply with the Associate Dean, SMGR Agricultural College, Udayagiri wishes subject to fair fixation of prices and delivery schedule where appropriate.
4. If at any time during the term of this contract, the plans of the Associate Dean, SMGR Agricultural College, Udayagiri changes for any reasons The Associate Dean, SMGR Agricultural College, Udayagiri shall have the right to terminate or alter this contract by sending fifteen days notice to the supplier(s) by Registered letter. In respect of such of the material as it complete and ready for dispatch within thirty days of such notice, The Associate Dean, SMGR Agricultural College, Udayagiri agrees to accept delivery thereof at the contract price and terms.

### **CONSEQUENCE OF NON-SUPPLY AND DAMAGES**

1. All risks of loss, damage or depreciation to goods shall be upon the supplier(s) until the material is delivered at the addresses specified and in accordance with the provisions of the contract. Till the material received at the respective destination indicated by the Associate Dean, SMGR Agricultural College, Udayagiri the property continues to be at the risk of the supplier(s). The mere fact that the material is delivered to transporter is no defense to the supplier(s) and the supplier(s) will be squarely held responsible for any delayed receipt of the material by the respective research stations or institutes as indicated in the Annexure-I or for loss of damage of any kind to the material in transit.
2. Assuming that the supplier(s) fails to deliver any or all the materials covered by the contract, the Associate Dean, SMGR Agricultural College, Udayagiri reserves the right in addition to other legal remedies, to cancel the contract or any portion thereof and hold the supplier(s) liable for all damages sustained by virtue of the supplier(s) failing to perform the contract and consequent cancellation of the contract.

3. In the event of the supplier(s) failing to complete the supplies in time or according to the approved specifications, the Associate Dean, SMGR Agricultural College, Udayagiri, reserves the right to make such arrangements as it may think fit for the completion of the supplies on account of and the sole risk of the supplier(s).
4. In case the goods are not supplied according to specifications, they will be summarily rejected.
5. The time allowed for delivery of goods shall be deemed to be the essence of contract. In case the goods are not delivered to the respective addresses as indicated in the Annexure-I within the stipulated period, the Associate Dean, SMGR Agricultural College, Udayagiri reserves the right to recover the liquidated damages a sum equal to 2% of the contract price of the undelivered material per week subject to a maximum of 5% of the value of undelivered material. The Associate Dean, SMGR Agricultural College, Udayagiri also reserves the right to cancel the purchase order in case supplies are delayed beyond the scheduled date of delivery and to make such arrangements as he may think fit for the completion of supplies on account and at the risk of the supplier(s). The additional expenses thus incurred together with the consequential losses and also the liquidated damages shall be recovered from the supplier(s) out of his/their security deposit/Earnest Money deposit and any other amount due to him/them. The balance still if any payable by the supplier(s) shall be paid by him/them within 7 days of notice by the Associate Dean, SMGR Agricultural College, Udayagiri.
6. All invoices shall be prepared in four copies and shall be signed by the supplier(s) or his/their authorized agent(s). Every invoice shall bear a certificate to the effect that the material covered by the invoice(s) has been inspected by the supplier(s) before delivery and confirm in every way to the contract specifications and is packed in accordance with the contract requirements and further that the invoice is correct in every particular and no other invoice has been rendered previously in respect of the articles charged in the particular invoice. The invoice in triplicate along with advance stamped receipt shall be raised in the name of heads of the respective research stations or institutes as indicated in Annexure-I.
7. The payment of the bills shall be made by the heads of the respective research stations or institutes as indicated in Annexure-I duly deducting the statutory deductions, if any.

### **PENALITIES**

1. If the successful tenderer fails to execute the agreement and / or deposit the required security deposit within the time specified or withdraws his tender after the intimation of the acceptance of his tender has been sent to him or owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the Earnest Money Deposit deposited by him along with his tender shall stand forfeited to the heads of the respective research stations or institutes as indicated in Annexure-I and he will also be liable for all damages sustained by the heads of the respective research stations or institutes as indicated in Annexure-I by reasons of breach, such as failure to supply, including the liability to pay any difference between the prices accepted by him and those ultimately paid for the procurement of the articles concerned. Such damages shall be assessed by the heads of the respective research stations or institutes as indicated in Annexure-I, whose decision is final in the matter.
2. Non-performance of contract provisions will disqualify a firm to participate in the tender for the next three years.

- 3 In the event of tendered supplies failing quality test, contract with the tenderer will be suspended and purchases made from alternative suppliers. *Such firms may be black listed for three years* beginning from the year following the one in which defective supplies were detected. The tenderer shall also be liable for action under criminal law and the matter shall be notified to the concerned Licensing Authority.
- 4 In all the above conditions, the decision of the ASSOCIATE DEAN, SMGR AGRICULTURAL COLLEGE, UDAYAGIRI shall be final and binding.
- 5 In the event of any dispute arising out of the tender such dispute would be subject to the Jurisdiction of the Civil courts within the city of Udayagiri.

#### **SETTLEMENT OF DISPUTES**

1. The Associate Dean, SMGR Agricultural College, Udayagiri has exclusive and sole rights to cancel this bid at any stage without offering any remarks or reasons thereof.
2. Any difference or dispute arising out of or in connection with this tender or acceptance thereof or the contract that may be entered in consequence thereof, shall be decided by arbitration. The Associate Dean, SMGR Agricultural College, Udayagiri or his nominee shall be the sole arbitrator and the arbitrator's decision shall be final and binding on the parties. The Tenderer(s) will have no objection to such appointment on any ground whatsoever including that such nominee, in his official capacity dealt with this matter at any stage.
3. The parties hereby agree that in the event of any dispute no cause of action shall arise in their favour to approach any court unless they have resorted to and exhausted the remedy of arbitration as envisaged above.
4. The parties also do hereby agree that the contract envisaged by these terms and conditions shall be deemed to have been entered into at Udayagiri alone will have jurisdiction to try and legal proceedings which may arise out of this contract. Neither party shall file any proceedings in any other court.

**Sd/-G. Krishna Reddy**  
**Associate Dean**  
**SMGR Agricultural College**  
**Udayagiri**

**ANNEXURE-I  
(Technical Specifications)**

**For “SEED GERMINATOR”**

<b>Item Code</b>	<b>Equipment Name</b>	<b>Specifications</b>	<b>Quantity</b>
<b>SMGRA C 02</b>	<b>Seed Germinator</b>	<ol style="list-style-type: none"> <li>1. Includes: Double walled with inside of Stainless Steel and outside of Mild Steel duly powder coated. The Instrument having CFC free refrigeration with hermetically sealed compressor, controlled by Bulls-eye Micro-processor humidity &amp; temp controller.</li> <li>2. Chamber illumination with the help of 2 Fluor Lamps. Sterilisation of work area with 2 U V Lamps. Automatic Voltage Stabilizer. Cyclic timer 0-24 hours for regulating cyclic illumination</li> <li>3. Humidity range 40% to 90% RH with an accuracy of +-3%. Menu driven 10 program memory. User friendly Microprocessor Design/Operation. Safety thermostat to prevent overheating.</li> <li>4. Audio Visual alarm warnings of Temp. &amp; RH variation and low water level. Capacitance type humidity sensor for direct display of humidity in% RH. Centronics interface for keeping hard copy of Temp., Humidity, Time &amp; Date. Non-volatile memory for data storage of up to 2500 records. RS 232 Inter-fase without printer. High voltage safety cut off for unit protection.</li> </ol>	<b>01 No.</b>

**Sd/-G. Krishna Reddy  
Associate Dean  
SMGR Agricultural College  
Udayagiri**

## ANNEXURE-II

### Declaration

1. I/We have not been black listed in any department due to any reasons during last 3 years
2. I/We have not been demoted to lower category in any department for not filing the tenders after buying the tender schedules in a whole year and their registration had not been cancelled for a similar default in two consecutive years.
3. I/We will agree to get disqualified my (our) selves for any wrong declaration in respect of the above and get my/our tender summarily rejected.
4. The soft copies uploaded by them are genuine and not forged. Any incorrectness / deviation noticed can be viewed seriously and apart from cancelling the work duly forfeiting the bid security, criminal action can be initiated including suspension of business and/ or black listing.
5. I/We submitting a demand draft no. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ for Rs. \_\_\_\_\_ towards the EMD.

Signature of Tenderer

Date

Address



### ANNEXURE-III

#### Check List

Sl.No	Code No.	Name of the Document
1.	E-I	Declaration Form (Annexure-II)
2.	E- II	Manufacturing License / Authorization letter from the Manufacturing firm
3.	E- III	Earnest Money Deposit
4.	E- IV	VAT/Sales Tax/GST Clearance Certificate or payment particulars for preceding two years along with supporting Documents. (2022-23 & 2023-24)
5.	E- V	Annual Turnover Assessment order for the preceding two years (2022-23 & 2023-24) certified by Commercial Tax Officer / Chartered Account
6.	E- VI	Copies of balance Sheet, Profit and loss Account for last two years i.e. (2022-23 & 2023-24) duly certified by the Auditor
7.	E – VII	Copy of GST Registration Certificate
8.	E-VIII	Users list for the item/ equipment during past 4 years
9.	E- IX	BIS / ISO/ CE issued by the Competent Authority
10.	E-X	APSSIDC/NSIDC/MSME Certificate, if applicable
11.	E- XI	Government Ownership Certificate, If applicable
12.	E- XII	List of service centers with contact details for each of the equipment

**ANNEXURE – IV**

**FINANCIAL BID**

I/We quote the rates for The Associate Dean, SMGR Agricultural College, Udayagiri,  
**Inclusive of all taxes, duties, transportation, insurance etc.,** as below.

<b>Sl. No.</b>	<b>Name of the item</b>	<b>No. of Units</b>	<b>Price per Unit (Rs.)</b>	<b>Total amount (Rs.)</b>

The services will be ready for delivery within \_\_\_\_ days from the date of receipt of firm orders.

Yours faithfully,

*(Signature and stamp of the Tenderer state legal status whether prop. Partner, Registered firm, Company etc)*

**Encl:** Information brochure enclosed

EMD – DD No.Dt.                      For Rs. \_\_\_\_\_

**Note:** 1. Attach additional sheets giving full particulars such as name and address of the proprietor or list of partners and their addresses or particulars of registered firm or of the company and the specifications of the items furnished.

1. Rates quoted should be marked clearly with main price and taken separately. Total price after taking all the actuals will be taken as financial quote for comparison.