

## **TENDER FORM**



**Acharya N.G.Ranga Agricultural University**  
**S.V.Agricultural College,**  
**Tirupati**

**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.Equipments/ SMGRAC, UDG/2024 dated: 01.02.2025.
3.	Tender Subject	Purchase of Tractor Trailer at SMGR Agricultural College, Udayagiri.
4.	Cost of Tender Document	Not Applicable
5.	Tender Type	Open
6.	Tender Category	Products (Farm Machinery)
7.	EMD Amount for provisions (INR)	2% of the Bid Value
8.	EMD payable:	The Associate Dean, SMGR Agricultural College, Udayagiri on any Nationalized Bank only through DD
9.	Bid Document Downloading Start Date	01.02.2025, 05.00 P. M.
10.	Bid Document Downloading End Date	05.02.2025, 12.00 P. M.
11.	Last Date & Time for Receipt of Bids	05.02.2025, 05.00 P. M.
12.	Technical Bid Opening Date and Time (Qualification and Eligibility Stage)	06.02.2025, 02.00 P. M.
13.	Price Bid Opening Date and Time (Financial Bid Stage)	After finalization of Technical Bid
14.	Place of Tender Opening	O/o The Associate Dean, SMGR Agricultural College, Udayagiri – 524 226, SPSR Nellore (dt), Andhra Pradesh
15.	Tender Inviting / Opening authority	The Associate Dean, S V Agricultural College, Tirupati
16.	Address/E-mail id	<a href="mailto:ad.agcudayagiri@angrau.ac.in">ad.agcudayagiri@angrau.ac.in</a>
17.	Contact Details/Telephone	78159 23865
18.	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, <b>all Bidders</b>

		<p><b>should submit the Attested Copies of the Uploaded Certificates along with Original EMD to the Associate Dean, SMGR Agricultural College, Udayagiri on or before <u>06.02.2025</u> at 12.00 P. M. failing which their tender will be summarily rejected.</b></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 <b>Non-Refundable Transaction Fee electronically to the M.D., A.P.T.S, Vijayawada</b> by the service provider through "<b>Payment Gateway Service on E-Procurement Platform</b>".</p> <p>The Bidder shall <b>authenticate the bid</b> with his <b>Digital Certificate</b> for submitting the bid electronically on <b>e-Procurement Platform</b> and <i>the bids not authenticated by Digital Certificate of the Bidder will not be accepted on the e-Procurement Platform</i></p>
19	General Terms and Conditions and Specifications of the Vehicle/Items	AS PUBLISHED IN THE TENDER DOCUMENT

**Sd/-G. KRISHNA REDDY**  
 Associate Dean  
 SMGR Agricultural College  
 Udayagiri

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



**E-PROCUREMENT NOTICE**

**Tender Notice No. Roc. No. 760/ Dept.Equipments/SMGRAC, UDG/2024 dated: 01.02.2025.**

E- Procurement tenders are invited from the manufacturers or their authorized dealers or reputed firms for Supply of **“Tractor Trailer at SMGR Agricultural College, Udayagiri”**.

Details are as follows: -

1)	Tender document down load online opening date	01.02.2025, 05.00 P. M.
2)	Tender document downloads online closing date	05.02.2025, 12.00 P. M.
3)	Last date for Bid- Submission Online	05.02.2025, 05.00 P. M.
4)	Submission of all the uploaded documents (Hard Copies) at the O/o the Associate Dean, SMGR Agricultural College, Udayagiri on or before	06.02.2025, 12.00 P. M.

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

For any clarification, please contact:

**CONTACT: 78159 23865**

**Sd/- G. KRISHNA REDDY**  
Associate Dean  
SMGR Agricultural College  
Udayagiri

## **GENERAL TERMS AND CONDITIONS**

1. **Tenders** will be **accepted** through **On-Line** up to **05. 02. 2025** until **05.00 PM** by The Associate Dean, S V Agricultural College , Tirupati for the supply of **Tractor Trailer** to **SMGR Agricultural College, Udayagiri** as per the details in **Annexure-I**.
2. All the **Interested Bidders** have to mandatorily **Log On** to **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.apecurement.gov.in>.
3. The **Tenders** are invited for the **Supply** of **Tractor Trailer** 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 Pro forma 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:**

06.02.2025 at 02.00 P. M.	Opening of Technical Bids i.e. Part-I
	<b>Financial Bid</b> shall be opened after finalization of <b>Technical Bid</b>

1. The dates scheduled for **RECEIPT** and **OPENING** of **Tenders** are **Fixed** and will not be changed under any circumstances. However, The **Associate Dean, S V Agricultural College , Tirupati** 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, S V Agricultural College , Tirupati** or **Associate Dean, SMGR Agricultural College, Udayagiri** are **“Not Responsible”** for **non-receipt** of **Tenders** or **late uploading of Tenders** on **online** for any reason, whatsoever.
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. (2023-24 & 2024 -25)
5.	E- V	Annual Turnover Assessment Order for the preceding two years (2023-24 & 2024-25) certified by Commercial Tax Officer / Chartered Account
6.	E- VI	Copies of balance Sheet, Profit and loss Account for last two years i.e. (2023-24 & 2024-25) duly certified by the Auditor
7.	E – VII	Copy of GST Registration Certificate

Sl.No	Code No.	Name of the Document
8.	E-VIII	Users List for the Item/ Vehicle 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 vehicle

2. The Tenderers are requested to submit the following for verification on or before **06. 02. 2025** until **2.00 P. M. Physically** or **By Post**. The Associate Dean, S V Agricultural College , Tirupati 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 through "Payment Gateway Service on e-Procurement platform".

#### **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 favour of the Associate Dean, SMGR Agricultural College, Udayagiri. 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 **Written Notice of Acceptance** of the **Tender** by the **Associate Dean, SMGR Agricultural College, Udayagiri** has been posted to him or them, **deposit** with the **Associate Dean, 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 **Stocks** 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 **Associate Dean, SMGR Agricultural College, Udayagiri**. **Earnest Money** of the **Unsuccessful Tenderer(s)** shall be **refunded** signing the **Agreement** with the **Successful Tenderers** by the **Associate Dean, SMGR Agricultural College, Udayagiri**. No interest is payable by **Associate Dean, SMGR Agricultural College, Udayagiri** on such deposits.
2. 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** or 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.
3. 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 (2023-24& 2024-25)** 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 Item** 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 **S V Agricultural College, Tirupati, 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, S V Agricultural College , Tirupati** 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, S V Agricultural College, Tirupati**/ 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 **The Associate Dean, S V Agricultural College, Tirupati** (or) by the **Associate Dean, SMGRAC, Udayagiri**.
13. 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**.
14. **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**.
15. **No Company / Firm** which has been **Blacklisted** either by the **Associate Dean, S V Agricultural College, Tirupati, 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 **Blacklisted 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.**

**16. The indented stocks shall be delivered at respective institutes or research stations or Colleges as indicated in Annexure-I at the cost of the supplier.**

**17. The rates should be quoted separately for each item.**

### **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 Item** 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 Years.**

### **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, S V Agricultural College, Tirupati (Tender Publisher) (or) The Associate Dean, SMGR Agricultural College, Udayagiri (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 do 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, S V Agricultural College, Tirupati or and all Copies thereof shall be returned to the Associate Dean, SMGR Agricultural College, Udayagiri 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, S V Agricultural College, Tirupati. Any undertaking or commitment given by or made by any Officer or the Associate Dean, SMGR Agricultural College, Udayagiri 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 wised** 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, S V Agricultural College, Tirupati** 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, S V Agricultural College, Tirupati** 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, S V Agricultural College, Tirupati 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, S V Agricultural College, Tirupati (or) 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, S V Agricultural College, Tirupati (or) The Associate Dean, SMGR Agricultural College, Udayagiri reserves the right to make such arrangements as he 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, S V Agricultural College, Tirupati 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, S V Agricultural College, Tirupati (or) 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 **Associate Dean, S V Agricultural College, Tirupati.**

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 Institutes** as indicated in **Annexure-I**.

The **Payment** of the **Bills** shall be made by the **Heads of the Respective Institutes** as indicated in **Annexure-I** duly **deducting the statutory deductions**, if any.

### **PENALTIES**

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 **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 Tirupati**.



## **SETTLEMENT OF DISPUTES**

1. 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, S V Agricultural College, Tirupati 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.
2. 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.
3. The **parties** also do hereby **agree** that the **contract** envisaged by **these terms and conditions** shall be **deemed to have been entered into at Tirupati** 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-1

**Technical Specification of  
5 TON TWO WHEEL HYDRAULIC TRAILER (SEMI TIPPING) IRON BODY WITH OTHER  
ACCESSORIES LIKE SIZE OF PLATFORM, AXIL, WHEEL DISCS, LEAFSPRING, PAINTING,  
INSURANCE ETC., for 50HP 2wd Tractor as per STANDARDS**

for  
SMGR Agricultural College, Udayagiri

CODE	TRAILER TECHNICAL SPECIFICATIONS	
	Particulars	Size
	<b>Ladden Weight</b>	5000 KG.'s.
	<b>Pay Load</b>	3500 KG.'s
	<b>Un Ladden Weight</b>	1500 KG.'s
	<b>Size of the Platform Construction</b>	10.6*6*2' of Frame and Doors of 14 Gauge thick MS Doors and Front 150*75 Heavy Duty Drawbar & Platform Sheet of 5 mm thick MS
	<b>Platform Width</b>	1820 mm
	<b>Long Bearers 2 No.'s and Main Chassis 2 No.'s confirming to IS - 226 - 1962</b>	150 x 75 ISMC 2 No.'s at Center of Chassis 150 x 75 mm 2 No.'s at Center and 2 No.'s 100 x 50 mm ISMC on either Side of Trailer Body.
	<b>Cross Bearers 5 No.'s and Chassis confirming to IS226-1962</b>	2 No. 's 100 x 50 mm ISMC at Ends 3 No.'s 150 x 75 mm ISMC at Center Total 5 No.'s for Chassis & 5 No.'s of the Trailer Body.
	<b>Axle 1 No. confirming to IS - 226-1962</b>	1 No. 80 mm Round Axils fitted with Heavy Duty 5 Holes Hub suitable to 9.00-20.00 16 PrTyres Structural Steel
	<b>Wheel Disks</b>	Double Disc Heavy Duty/Heavy Duty Single Disk
	<b>Platform Decking 2 Side Doors confirming to IS- 226 - 1962</b>	M. S. Sheet 4 mm Thick
	<b>Tyres and Tubes IS - 226 - 1962</b>	900x20-16 Ply Tyres with Tubes and Flaps 2 No.'s
	<b>Leaf Springs</b>	42 ½" x 2 ¾"x3/8" thick Main Leaf Spring Assembly. 13 Leaves and 28"x2 ¾"x3/8" thick helper leaf spring Assembly. 7 Leaves (70*10mm)
	<b>Draw Bar Pin confirming to IS - 226-1962</b>	Pin 40 mm
	<b>Tow Hook confirming to IS- 226 - 1962</b>	40 mm
	<b>Draw Members 2 No.'s confirming to IS - 226-1962</b>	100x50 mm ISMC made in to Box Sections
	<b>Hydraulic Pressure Pipe Capacity 50 M. Tons Connection House and Pipe</b>	Hydraulic Pressure Pipe to be coupled with Tractor
	<b>Painting</b>	Main Frame with Enamel Black or as per your Choice with Lettering as you given.
	<b>Insurance and Registration</b>	Insurance per one year and Temporary Registration with Quarterly Tax.

**Note:** ISMC stands for Indian Standard Medium Channel

Sd/-G. KRISHNA REDDY  
ASSOCIATE DEAN  
SMGR AGRICULTURAL COLLEGE

**ANNEXURE-II**

**Declaration**

1. I/We have not been Blacklisted 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 blacklisting.
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. (2021-2022&2022-23)
5.	E- V	Annual Turnover Assessment Order for the Preceding Two Years 2021-22 & 2022-23 certified by Commercial Tax Officer / Chartered Account
6.	E- VI	Copies of balance Sheet, Profit and loss Account for last two years i.e. 2021-22 &2022-23 duly certified by the Auditor
7.	E – VII	Copy of GST Registration Certificate
8.	E-VIII	Users list for the item/vehicle 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 Centre'swith Contact Details for each of the Vehicle

**ANNEXURE – IV**

**FINANCIAL BID**

I/We quote the rates for The Associate Dean, SMGR Agricultural College, Udayagiri, inclusive of all Taxes, Duties, Transportation, Insurance, Installation etc., as below.

Sl. No.	Name of the Item	No. of Units	Price per Unit (Rs.)	Total Amount (Rs.)

The Vehicle 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 Proprietor, 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.
2. Rates quoted should be marked clearly with Main Price and taken separately. Total Price after taking all the Actual will be taken as Financial Quote for comparison.