

ACHARYA N.G. RANGA AGRICULTURAL UNIVERSITY REGIONAL AGRICULTURAL RESEARCH STATION TIRUPATI- 517 502

Bidding Document for Supply of Equipment

Short Tender Notice

TENDER NOTIFICATION No. 1 / ANGRAU / RKVY/RARS, TPT/ LBF Dt. 30-01-2016

Sealed tenders are invited in the prescribed tender form from established and reliable manufacturers and authorized dealers of liquid biofertilizers equipments and installations proposed under RKVY Project on Production of Liquid Bio-fertilizers. The technical details of the equipments and installations proposed are available in the tender document. The tender form containing terms and conditions for supply of the equipments along with specifications and EMD to be paid may be downloaded from the http:// www.angrau.ac.in.

Sealed tenders should reach the Associate Director of Research Regional Agricultural Research Station Tirupati- 517 502 on or before 11.00am on 19.02.2016 which will be opened on 19-02-2016 at 4.00pm before the tenderers at the Office of the Associate Director of Research Regional Agricultural Research Station Tirupati- 517 502. The university also reserves its right not to accept the lowest rates quoted in the tenders or to make partial acceptance or total rejection of tender and also will not hold any responsibility for loss of any tender.

Sd/-Associate Director of Research Regional Agricultural Research Station Tirupati- 517 502



ACHARYA N.G. RANGA AGRICULTURAL UNIVERSITY REGIONAL AGRICULTURAL RESEARCH STATION TIRUPATI- 517 502

TENDER NOTIFICATION No. 1 / ANGRAU / RARS, TPT/ RKVY / LBF/ 2015-16 Dt. 30-01-2016

Ref:1. Proc. no. 18714/Res. I (1)/RKVY/2015-16/Southern Zone

Dt: 01.12.2015

Sealed Tenders are invited for purchase and installation of equipment / Machinery from the eligible suppliers for RKVY Project on "Production of Liquid Bio-Fertilizers and their supply to the field crops" at RARS, Tirupati, Chittoor Dist.

Last date for submission of Tenders is 19-02-2016 by 4.00 PM.

List of Equipment / Machinery Required

Sl.	Name of the	Specifications	Quantity
No	Equipment/		
	Machinery		
1	SS Bioreactors of 300 lts. working capacity (Fermenters)	 300 L working volume fermentor (S.S) with inner body 5mm thick of S.S 316 and outer jacket of S.S 304 of 5mm thick all inner connect parts shall be S.S 316 including strainer etc. Fixed at above ground with self ladder facility for inoculation and cleaning. Technical specifications: Fermenter should be jacketed type for cooling, steam heating with Max. working temperature of 150°C with dished top and bottom. Pressure in between 5-20 psi. Pressure gauges : Shell , jacket Agitator-turbine type with fixed blades and variable speed of 60 to 150 rpm with a foam breaker. All ports should be of S.S. Ports on top dish : For Safety valve, water inlet to shell, Temperature with thermo-well, pressure guage, Air inlet with ring sparger system with holes in the bottom, Air outlet, inoculation, view glass, one view glass shall be fitted 	4 Nos

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		with an illumination lamp in an enclosed chamber	
		• Ports on Bottom dish : For broth outlet, total drain	
		• Air filters should be cartridge type primary filter with rating:	
		<0.1 micron with operating pressure of 5kg/cm.	
		• Digital temperature indicator cum controller must be	
		provided with probe.	
		• 10. Aeration system: Dehumidifier with 2Lit. capacity. With	
		vessel made of 2mm SS-304 polished sheet and provision	
		for replacement of Silicagel as and when required.	
		Microfilter with 0.01 microns and operating pressure of 5kg,	
2	Steam Generators	Air outlet shall be extended with 6mm SS tubing. Electrically operated with suitable 36 KW (3x 9KW) 3 phase	2 Nos
2	Steam Generators	power suitable for sterilization of 150L, 300L and500 L	2 1105
		fermenter.	
		It should be fitted with drain valve, steam valve, pressure	
		gauge, safety valve, water level indicator, piping and electrical	
		control panel with all safety devices.	
		Facility to operate heating elements individually should be	
		provided.	
		Max steam output: 35-50 kg/hr.	
		Operating pressure: 4 bar.	
		Should be mounted on wheels for easy portability.	
		7. Automatic water level maintenance with boiler feed pump	
		and automatic cut off if water level is low	
3	Air compressors	• Capacity of 3Hp 3 phase current AC Pressure with starter	2 Nos
		and 100 L tank.	
		• Pressure : 8Kg	
		• CFM : 6.6	
4	Rotary shakers	• To hold 9 x 9 1L capacity flasks with rubber discs. Platform	2 No
		with a fixed speed of 150 rpm.	
		• Power: 3 phase.	
5	Laminar Air Flow	Horizontal Laminar Air Flow:	2 No
		• Working size: 4' X 2' X 2'	
		• Laminar flow velocity: not less than 90 FPM	
		• Pre filter: Disposable efficiency 85% for particles >0.5 um	
		• ULPA/HEPA Filter efficiency: 99.99% at particle size	
		between 0.1-0.3 microns.	
		• Fluorescent lamp intensity: >2500 LUX. and UV lamp for	
		pre sterilization of work bench	
		Cabinet construction: Stainless steel	
		• 7. Electrical : 220-240 V AC etc.	131
6	Stereo Zoom	• Magnification ranging from 10 to 65x or higher,	1No
	Microscope with	continuously adjustable with 1x objective and 10x eyepiece.	
	camera attachment	• Zoom ratio 8:1	
		• Apochromatic 1x objective with maximum resolution	
		300lp/mm; objective mounting – screw mounting into	
		thread	
		• Numerical aperture of the objective 0.2 or more.	
		• Ergonomic wide field eyepieces 10x with	
		• object field diameter 23mm or more.	

		 Working distance should be minimum 75mm Binocular tube view inclination angle 200 or more Standard stand with LED reflected and transmitted light; black and white stage plate, clear glass plate, rotable knob for creating effects of light on sample. Illumination: Reflected LED with ring illumination and transmitted light free of UV and IR radiation with variable light intensity control. Built-in universal voltage stabilizing power accommodating 100-240V input. Suitable Digital microphotography for capturing images of specimens. 	
7	100 KV Generator	100 KVA Generator set, III phase with complete Accessories and minimum of 12 mts Cable wiring with ISI mark reputed make with copper wire and insulation with desired load Change Over switches and MCBs of reputed make.	1 No
8	Storage tank 1000 lts. capacity Automatic Liquid Bottling and packing machinery to fill 500ml Plastic Applaud bottles	Liquid storage tank with a quality 316 S.S. leak proof, non- corrosive body with 1. Shape : Cylindrical 2. Installation : Above ground at a height of 4 feet with ladder facility. 3. Tank capacity : 1000L. . 4. Orientation : vertical. 5. Agitator-turbine type with fixed blades and fixed rpm. 6. With all necessary ports made of 316 S.S 7. Ports : Two at bottom, one at top Contact parts in stainless steel 304/316 quality, with S.S. Slate conveyor. Flame proof, Power 230 volts, 50Hz. Minimum Available heads for filing : 4 With other specification	2 No 1 No
	aseptically Peristalitic Pump with silicon tubing	Pump should deliver flow rates from 0.07 to 1140 mL/min. speed can be adjusted manually or automatically through external control interface Speed: 1 to 300 rpm, reversible Speed resolution: 1 rpm Speed control: Rotary encoded switch Display: 3-digit LED displays current speed Power supply: AC 90 - 260V Applicable for pump heads of <u>YZ1515X</u> , <u>YZ2515X,YZII15</u> and <u>YZII25</u>	1 No
10	Milli Q water purifying system	With all essential accessories like Q-POD Base, Milli-Q System Cabinet, TOC monitor, other related items <i>etc.</i> ,	1 No

General Conditions for submitting Tenders:

1. The rates quoted should be F.O.R at RARS, Tirupati, Andhra Pradesh

- **2.** The rate quoted should include the cost of the complete working Unit inclusive of all the accessories, Electric motors, Spares, installation charges additional requirements such as stabilizers etc. without any additional financial burden to the University.
- **3.** The equipment must be installed and demonstrated for continuous working. The staff of the station should also be trained in the operation of the equipment by a qualified Technical person.
- **4.** Packing, forwarding and other incidental charges if any should be specified clearly in the tender.
- 5. The price quoted shall include all the insurance charges up to the destination. The tenderers shall, therefore, be responsible for the safe delivery of the equipment to F.O.R destination at RARS, Tirupati in AP.
- 6. Taxes (sales tax, excise duty, VAT etc.) if any should be clearly indicated in the tender itself.
- 7. Documents and R.R. through Bank will be negotiated subject to the condition that the equipment is in working order duly certified by his representative.
- **8.** The rates quoted should be valid for a minimum of 3 months from the date of acceptance of the Tender.
- 9. Supply should be made within one month on receipt of supply order.
- **10.** Service contract of the unit may also be specified in the Tender.
- 11. Your Tender document should be sent in a sealed cover addressed to the Associate Director of Research, Regional Agricultural Research Station, Tirupati, Chittoor District, Andhra Pradesh PIN-517 502
- 12. The last date for receipt of the tender schedule is 11.00am on 19th February, 2016. The sealed tenders received will be opened on 19th February, 2016 at 2.00pm by a committee at the office of the Associate Director of Research, Regional Agricultural Research Station, Tirupati, Chittoor District, Andhra Pradesh PIN-517 502
- **13.** Right of acceptance: The University does not bind itself to accept the lowest or any other tender.
- **14.** Warranty: The Tender shall warrant that everything to be furnished here under shall be free from all defects and faults in materials, workmanship, manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for the materials of the type ordered and in full conformity with the contract specifications.

15. Manufacturer/ authorized dealer are alone eligible to submit the tender forms. The manufacturer/ authorized dealers should enclose full credentials along with technical pamphlets and major supplies undertaken while submitting the tender schedules.

Sd/-

Associate Director of Research Regional Agricultural Research Station Tirupati Chittoor District Andhra Pradesh

Tender Document ACHARYA N G RANGA AGRICULTURAL UNIVERSITY REGIONAL AGRICULTURAL RESEARCH STATION, TIRUPATI Telephone: 0877-2248739 Grams: AGRIVERSITY

Office of the Associate Director of Research, Regional Agricultural Research Station Tirupati, Chittoor District, Andhra Pradesh 517502

BID REFERENCE 1. Tender Notification No. 1 / ANGRAU / RARS, TPT/ RKVY / LBF / Dt. 30.01.2016 2. Proc. no. 18714/Res. I (1)/RKVY/2015-16/Southern Zone Dt:

LAST DATE AND TIME FOR RECEIPT OF BIDS: 19.02.2016 at 11.00am

TIME AND DATE OF OPENING BIDS: 19-02-2016 at 2.00pm

01.12.2015

PLACE OF OPENING BIDS:

Associate Director of Research Regional Agricultural Research Station Tirupati Chittoor District Andhra Pradesh 517502

ADDRESS FOR COMMUNICATION:

The Principal Scientist(Entomology) Regional Agricultural Research Station, Tirupati Chittoor District, Andhra Pradesh

List of equipments to be included in the tender for Establishment of Biofertilizers Production Units in Andhra Pradesh by ANGRAU at RARS, Tirupati.

S1.	Name of the Equipment/	EMD	Quantity
No	Machinery		
1	SS Bioreactors of 300 lts.	2% of the quoted value	4 Nos
	working capacity	of each number When	
	(Fermenters)	more than one model is	
		quoted, the EMD for	
		higher model is to be	
		deposited	
2	Steam Generators	-Do-	2 Nos
3	Air compressors	-Do-	2 Nos
4	Rotary shakers	-Do-	2 No
5	Laminar Air Flow	-Do-	2 No
6	Stereo Zoom Microscope	-Do-	1No
	with camera attachment		
7	100 KV Generator	-Do-	1 No
8	SS Storage tanks	-Do-	2 No
9	Automatic packing and	-Do-	1 No
	bottling machinery		
10	Milli Q water purifying	-Do-	1 No
	system		

Equipments to be purchased by tenders

- The quote should include all possible accessories required for operationalization as per the specifications mentioned for the equipment ۶
- ۶
- Prices should be quoted in Indian Rupees only Delivery of items and installation of the same including any additional requirements such as stabilizers etc at RARS, Tirupati is the responsibility of the firm without any additional financial burden to the University. ≻

Annexure-A Specifications of the material to be supplied

Item of specifications	:		
1. Approximate quantity required:	:	\geq	As per list
2. Rate:	~	J	

Place of delivery: RARS, S.V.Ag.College Campus, Tirupati-517502 Acharya NG Ranga Agricultural University Andhra Pradesh

3. Period of delivery:

Annexure – B (Annexure to Tender Form)

Submission of Tender and Deposit of earnest money

- 1. Tenderers must fill in their rates in this tender form and return it duly signed in token of their acceptance of the conditions laid down herein.
- 2. Tenders should be written legibly in ink or type written. No alterations should be made to any of the terms and conditions of the tenders by scoring out, altering or over writing. Similarly no alterations are permitted in the rates quoted by them. No alterations will be allowed after the tender is received in this Office. Ambiguity must be avoided in filling the tenders. However, any corrections etc., made prior to submission will have to be duly attested with dated signatures and official seal. The tenders not complying with these conditions will be rejected summarily. The bid should accompany users list along with their contact details for each equipment.
- 3. Tenderers are required to deposit EMD as specified in tender notice with the University by a crossed Demand Draft of any Scheduled Bank drawn in favour of **the Comptroller**, Acharya NG Ranga Agricultural University, payable at Hyderabad.
- (a) All offers without Earnest Money Deposit (EMD) will be rejected
- (b) Request for adjustment of pending bills/deposits, if any towards earnest money will not be entertained.
- **Note:** Cheques, Government security (stock certificates, bearer bonds, promissory notes, cash certificates *etc.*,) will not be accepted
- 4. The tenders not conforming to the prescribed terms and conditions of the Agricultural University or conditional Tenders or Tenders which cannot adhere to the prescribed time schedule are liable for rejection.
- 5. The specifications and other conditions prescribed in this document shall also be treated as part of these tender documents for all purposes.

Validity of rates and other Conditions:

- 1. Warranty period for the goods shall be given for 12 months or more from the date of installation. Additional guarantee for 2 more years may be quoted on yearly basis. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected / replaced material shall be extended to a further period of 12 months.
- 2. Bids shall remain valid for a period of 90 days or more from the date of opening of the bid prescribed. In exceptional circumstances, the purchaser may solicit the bidder's consent for

an extension of the period of validity. The request and response shall be made in writing / cable / telex / fax / e-mail.

- 3. The validity of the tender may extend for a period of twelve months from the date of placing the initial order and it shall be open to the ANGRAU to place the orders with the suppliers on the same rates, terms and conditions for any additional quantities likely to be recurred during that period.
- 4. The bidders shall seal the original and two copies each of technical as well as financial bids in separate inner envelops duly marked as "Original" and "Copy" and place all the envelopes in an outer envelope.
- 5. The inner and outer envelops shall bear the following address:
- 6.It should also bear the reference of the Invitation for bids mentioned in the advertisement, and a statement "DO NOT OPEN BEFORE 11.00 hours on 19.02.2016 and also the name of the item for which the bid is offered
- 7. The inner envelopes should also contain the name and address of the bidder.
- 8. Telex, cable, e-mail or facsimile bids will be rejected.
- 9. Bidding Documents must be received by this office at the address specified not later than the time and date specified in the invitation (Notification) for bids. In the event of the date specified being declared as a holiday for the University, the bids will be received up to the appointed time on the next working day.
- 10. The Bidder's representatives who are present shall sign in the register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for the University, the bids shall be opened at the appointed time and location on the next working day.
- 11. During evaluation of bids subsequent to opening, the University may at its discretion, ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in the bid will be entertained.
- 12. The purchaser's evaluation of the bid will take into account, in addition to the bid price Exfactory / ex-ware house offered in India. Such price should include all duties and taxes paid or payable on components and raw material incorporated in the goods, excise duty on the finished goods, if payable, and price of incidental services like cost of inland transportation,

ex-factory, from the port-of-entry, insurance and other costs within India incidental to the delivery of goods to their final destination. Delivery schedule offered in the bid, deviations in payment schedule from that offered and availability in India, of spare parts and after-sale services for the equipment offered in the bid shall also be taken into account.

- 13. The estimated time of arrival of the goods at the project site should be calculated for each bid after allowing for reasonable transportation time. Bids offering delivery beyond four months of stipulated delivery period will be considered only with respect to bulky imported items.
- 14. ANGRAU has a valid certificate of registration from the Department of Scientific and Industrial Research (DSIR) for purpose of availing customs duty exemption in terms of Govt. Notification No.51 / 96 dated 23rd July 1996 and central excise duty exemption in terms of Govt. Notification No. 10 / 97 dated 1st March 1997 to the extent allowed.
- 15. Locally manufactured goods will be purchased according to regular procedure of the University. The payment will be made on successful installation of the equipment and upon submission of the documents pertaining to the goods, including four copies of the invoice, insurance certificates, manufacturer's / suppliers warranty certificate, detailed operation and maintenance manuals.
- 16. Any clarifications, the bidder can contact.

Associate Director of Research Regional Agricultural Research Station Tirupati Chittoor District Andhra Pradesh 517502

Acceptance of tenders

- 1. Tenders will be opened on specified date in the presence of such tenderers as may be present. A decision with regard to acceptance of tender will be taken as soon as possible.
- 2. The successful tenderer (s) will be intimated by letter (s) or other means of communication and the tenderer (s) so informed shall be bound from the time of transmission of such acceptance by the University. Formal acceptance of the tender (s) will be forwarded to successful tenderer (s) in due course but it will serve merely as a confirmation of the initial information and shall not affect the time from which the offer is/are is bound by the contract(s).

- 3. The University is not bound to accept the lowest quotations. Any or all the quotation may be rejected without assigning any reasons. It reserves the right of acceptance in whole or part of the offer made. The purchaser should justify with the reasons the superiority of the article than the articles of the lowest tenderer. He should furnish reasons on the comparative statement of the tenders. The decision of the **Acharya NG Ranga Agricultural University** in the matter shall be final and binding on the Tenderers.
- 4. The University may decide to split the order between two or more firms in a manner convenient to it.
- 5. Successful Tenderers shall execute an agreement in accordance with these terms and conditions.

Security

1. The University reserves the right to forfeit and confiscate earnest money deposit, in case the successful tenderer fail to supply the required under the terms & conditions of this tender.

Other contractual obligations

- 1. The contract shall not be capable of being varied except by written consent by both the purchaser and the supplier.
- 2. The supplier shall not sublet or delegate this contract or part thereof without the written consent of the Agricultural University. But the tenderers may, without the consent of the Agricultural University, purchase material which 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 drawings, blocks, specifications, manuscripts, samples etc., supplied by the Agricultural University and all copies thereof shall be returned to the University when their use is terminated. In no event, the supplier shall permit publicity concerning this contract without prior consent of the Agricultural University.
- 4. No undertaking or commitment given by or made by any officer of the University 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 representation of Agricultural University every reasonable access and facility at his plant or premises for its inspection and making of usual tests on behalf of the Agricultural University, if so desired.

- (a) The supplier shall supply to the Agricultural University, 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 off.
- (b) The responsibility of procurement of transport facilities and dispatch of the stocks in good condition and as per specification and in time / door delivery lies with the supplier and they must keep up the delivery schedule at any cost.
- (c)The insurance should be done at the cost of supplier as the rate quoted is inclusive for door delivery at the any of the six places in AP.
- 2. Should the progress in supplies be delayed due to any cause beyond the reasonable control of the suppliers 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.
- 3. The suppliers 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 University at the receiving point will retain one copy with him and return the other two copies, duly signed to the suppliers who will append one copy of this packing list with invoices when sent to the concern for payment.

Supplies as per specification

- 1. All supplies shall be to the description and to the specifications laid down and strictly in accordance with the approved samples. Deviation, 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 University, however, shall be final as to the quality of supplies received and binding upon the supplier. In case, the supplier(s) supplies any other article other than what is ordered, such article supplied, not being approved, shall be liable to be rejected.
- 3. Should the University require any changes in specifications, the supplier shall use his best endeavor to comply with university's wishes subject to fair fixation of prices and delivery schedule where appropriate.
- 4. If at any time during the term of these contracts, the plans of the university changes for any reason, the university 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 which is complete and ready for dispatch, within thirty (30) days of such notice, the university agrees to accept deliver 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 until the material is delivered at the addresses specified and in accordance with the provision of the contract. Till the material is received at the respective destination indicated by the university, the property continues to be at the risk of the supplier(s). The mere fact that the material is delivered to transporter is no defence to the supplier and the supplier will be squarely held responsible for any delayed receipt of the material by the University or for loss or damage of any kind to the material in transit.
- 2. Assuming that the supplier fails to deliver any or all the material covered by the contract, the Agricultural University reserves the right in addition to other legal remedies, to cancel the contract or any portion thereof and hold the supplier liable for all damages sustained by the university by virtue of the supplier failing to perform the contract and consequent cancellation of the contract.
- **3.** In the event of the suppliers on failing to complete the supply in time or according to the approved specifications, the university reserve the right to make such arrangements as it may think fit for the completion of the supplies on account of and at the sole risk of the supplier.
- **4.** In case the goods are not supplied according to specifications and it is decided to retain the inferior goods at the discretion of the university, the supplier will be entitled to receive the payment only at the rate fixed by the university after taking into consideration the unsatisfactory quality of the material supplied and not at the rates mentioned in the order.
- 5. The time allowed for delivery of goods shall be deemed to be the essence of the contract. In case the goods are not delivered within the stipulated period, the university 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 University 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 it 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 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 shall be paid by him/them within 7 days of notice by the Acharya NG Ranga Agricultural University. All invoices shall be prepared in four copies and shall be signed by the supplier or his / their authorized agent. Every invoice shall bear a certificate to the effect that "the material covered by the invoice has been inspected by the supplier before delivery and conform 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 respect and no other invoice has been rendered previously in respect of the article charged in the particular invoice".

The invoices in triplicate shall be sent with L.R. / R.R. by registered post Ack. Due direct to this office / university if it is from outstations and they shall be presented personally if it is in Hyderabad. Hundred percent payment shall be made within 15 days against submission of the complete documents such as bills, packing, invoices, challans, in respect of goods in good conditions and satisfactory performance at the destinations indicated by the University for supplies made as per accepted sample and specified quality. The payment of the bills shall be made by RARS, Tirupati to which the supply is made duly deducting the statutory deductions if any.

FORFEITURE/REFUND OF THE EARNEST MONEY DEPOSIT/SECURITY DEPOSIT

- 1. In case the selected Tenderer(s) does not supply the goods at the quoted rates within the period of contract and commits breach of any one or more of these terms and conditions, the Earnest Money Deposit deposited by the Tenderer (s) will be forfeited.
- 2. Earnest Money of the unsuccessful Tenderer (s) shall be refunded within one month from the date of decision regarding the tenders. No interest is payable by the University on such deposit.
- 3. The Earnest Money deposited by successful Tenderer (s) shall be retained by the Agricultural University 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 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 periods, the Earnest Money Deposit will be refunded to the Contractor(s) without interest within a period of 3 months with effect from the date receipt of a request to this effect from the supplier(s).

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 Chairman of the tender committee for purchase of the equipment, Acharya NG Ranga Agricultural University, 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 restored 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 Hyderabad and the courts at Hyderabad 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.

ANGRAU FORM 36

TENDER FORM (To be used by the Tenderers)

S. No	Date	Item No.	C. R. No.	Dated	Amount
1	2	3	4	5	6

i) Closing date for receipt of tender forms

ii)Date of opening sealed tenders

From :

To: Associate Director of Research Regional Agricultural Research Station Tirupati Chittoor District Andhra Pradesh 517502

Lr. No.

Ref: 1. Your tender Notice No. 1 / ANGRAU / RARS, TPT/ RKVY / LBF / 30.01.2016 Proc. no. 18714/Res. I (1)/RKVY/2015 -16/Southern Zone Dt: 01.12.2015

3. EMD – D.D. No. Dated..... for Rs.....

I/We have read the contents of the terms and conditions mentioned in your tender schedule and enclosures and agree to abide by the same.

I/We hereby offer to supply the articles prescribed in the schedule (or such portion thereof as you may specify on the acceptance of tender) at the price given below in Indian Rupees.

I/We agree to hold this offer open for a period of *twelve months* from the date of acceptance of tender and shall be bound by communication of acceptance dispatched within a period of 30 days from the date of opening of tenders.

I/We have also examined the requisite specifications of the material to be supplied and my / our offer is to supply the required material in accordance with the requisite specifications.

I/We have carefully considered all terms and conditions in tender and particulars regarding settlement of disputes and we have signed the same in token of consciously accepting the same and do hereby state that we accept them without any reservations and accordingly.

I/We quote the rates inclusive of all taxes, duties, transportation, insurance etc., as below.

Name of the item

<u>Unit</u>

Unit price

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

Yours faithfully, *Proprietor* (Signature and stamp of the

Tenderers

whether Prop.,/ Partner

Company etc.) Encl: Samples enclosed State legal status,

registered firm /

EMD-DD No.....dated.....for Rs....

Note: 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 samples furnished.

SECTION IX: CONTRACT FORM

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

- 1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, *viz*:
- (a) the Bid Form and the Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General conditions of Contract;
- (e) the Special Conditions of Contract; and
- (f) the Purchaser's Notification of Award

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied / provided by the Supplier are as under:

S. No.	Brief Description of goods & Service	Quatity to be Supplied	Unit Price	Delivery Terms (CIF/CFR/FOB/FAC
				ETC.)

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said (For the Purchaser)

In the presence of

Signed, Sealed and Delivered by the Said (For the Supplier)

In the presence of