

*Total No. of pages in tender document 23 (Twenty Three) pages*

## TENDER FORM



**ACHARYA N.G. RANGA AGRICULTURAL UNIVERSITY**

**REGIONAL AGRICULTURAL RESEARCH STATION  
TIRUPATI- 517502, CHITTOOR DT.**

**NOTICE INVITING TENDER (Online version)**

<b><u>Sl.No.</u></b>	<b><u>Item</u></b>	<b><u>Description</u></b>
1.	Department Name	Regional Agricultural Research Station, Tirupati
2.	FILE / NIT Number	File No. 01/01/RKVY- RAFTAAR/ARS-CNPN/2022
3.	Tender Subject	Land leveling for cultivation of field crops
4.	Cost of Tender Document	Not applicable
5.	Tender Type	Open
6.	Tender Category	Works ( Land leveling)
7.	EMD Amount for provisions(INR)	2% of the Bid value
8.	EMD payable:	The Associate Director of Research, RARS, Tirupati payable at Tirupati on any nationalized bank only
9.	Bid Document Downloading Start Date	<b>03.10.2022, 04.00 PM</b>
10.	Bid Document Downloading End Date	<b>17.10.2022, 02.00 PM</b>
11.	Last Date & Time for Receipt of Bids online	<b>17.10.2022, 04.00 PM</b>
12.	Submission of all the uploaded documents (Hard Copies) at the Regional Agricultural Research Station, Tirupati on or before	<b>18.10.2022, 02.00 PM</b>
13.	Technical Bid Opening Date and Time(Qualification and Eligibility Stage)	<b>18.10.2022, 04.00 PM</b>
14.	Price Bid Opening Date and Time (Financial Bid Stage)	After finalization of technical bid
15.	Place of Tender Opening	Regional Agricultural Research Station, Tirupati.
16.	Tender Inviting / Opening authority	Associate Director of Research, Regional Agricultural Research Station, Tirupati.
17.	Address/E-mail id	<a href="mailto:ars.chinapavani@angrau.ac.in">ars.chinapavani@angrau.ac.in</a>
18.	Contact Details/Telephone	8639858330
19.	Procedure for Bid Submission	<p>1. Bids shall be submitted online.</p> <p>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>.</p> <p><b>Note:</b> After tendering, <b>all Bidders should submit the attested copies of the uploaded certificates along with original EMD amount through DD Drawn in favour of Associate Director of Research, RARS, Tirupati to the Associate Director of Research, RARS, Tirupati on or before</b></p>

		<p><b><u>18.10.2022 by 02.00 PM, failing which their tender will be summarily rejected.</u></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 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>
	General Terms and Conditions and specifications of the equipment/Items	AS PUBLISHED IN THE TENDER DOCUMENT

Sd/-P.Rajasekhar  
Associate Director of Research  
Regional Agricultural Research Station  
TIRUPATI

**ACHARYA N.G.RANGA AGRICULTURAL UNIVERSITY  
REGIONAL AGRICULTURAL RESEARCH STATION, TIRUPATI**



**E-PROCUREMENT NOTICE**

**Tender Notice No. 01/01RKVY- RAFTAAR/ARS-CPN/2022      Date: 01.10.2022**

Tender ID:

E- Procurement tenders are invited from the reputed firms for “**Land leveling for cultivation of field crops**” at Agricultural Research Station, ANGRAU, Chinnapavani, SPSR Nellore district, Andhra Pradesh.

Details are as follows:-

1)	Bid document online opening date	03.10.2022 04.00 PM
2)	Bid document download end date & time	17.10.2022 02.00 PM
3)	Bid document submission closing date & time	17.10.2022 05:00 PM
4)	Submission of all the uploaded documents (Hard Copies) at the Regional Agricultural Research Station, Tirupati on or before	18.10.2022 02:00 PM
5)	Technical bid online opening date at the Regional Agricultural Research Station, ANGRAU, Tirupati, Andhra Pradesh.	18.10.2022 04:00 PM

- Bidders shall have APTS Registration (for details log on to [www.pts.gov.in](http://www.pts.gov.in))
- For details visit [www.pts.gov.in](http://www.pts.gov.in) and [www.angrau.ac.in](http://www.angrau.ac.in)

For any clarification, please contact:

CONTACT: +91 8639858330  
[ars.chinapavani@angrau.ac.in](mailto:ars.chinapavani@angrau.ac.in)

Sd/-P.Rajasekhar  
Associate Director of Research  
Regional Agricultural Research Station  
TIRUPATI

## 1. GENERAL TERMS AND CONDITIONS:

1. Tenders will be accepted through on-line up to 17-10-2022 until 04:00 PM by the Associate Director of Research, Regional Agricultural Research Station, Tirupati, Andhra Pradesh, towards the work at ARS, Chinapavani as listed in Annexure-I.
2. All the interested bidders have to mandatorily log on to e-procurement web site 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 are given at <https://tenders.apecurement.gov.in>.
3. The tenders are invited **by the Associate Director of Research, ANGRAU, Tirupati** for the said work, mentioned in Annexure-I at Agricultural Research Station, Chinnapavani, SPSR Nellore district, Andhra Pradesh functioning under Acharya N. G. Ranga Agricultural University (ANGRAU), Guntur as per the specifications enclosed in Annexure-I.

### **ELIGIBILITY TO PARTICIPATE IN TENDERS**

- Reputed firms are eligible to quote in this Tender.
- The Associate Director of Research, Regional Agricultural Research Station, Tirupati reserves the right to reject the tender of blacklisted companies and those of companies whose past performance with the Regional Agricultural Research Station, Tirupati was unsatisfactory due to delayed / erratic supplies, frequent product failures etc.,

## 2. SUBMISSION OF THE ON-LINE TENDER FORMS:

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

- **Financial Bids of those tenderers who qualify in Technical Bid will only be considered for finalization of the tender.**
- 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.
- **All the required documents / enclosures / literature etc., have to be uploaded & attached along with Technical Bid (Part-I of the tender) only. Technical catalogues for quoted item is essential.** Tenders submitted without technical literature of the items 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:**

18.10.2022 04:00 PM	Opening of technical bids
	Financial Bid <i>i.e.</i> , opened after finalization of technical bid

- The dates scheduled for RECEIPT of tenders are fixed and will not be changed under any circumstances. However the Associate Director of Research, Regional Agricultural Research Station, ANGRAU, Tirupati, Andhra Pradesh, 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.
- 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 only.
- The Associate Director of Research, Regional Agricultural Research Station, ANGRAU, Tirupati, Andhra Pradesh, is “not responsible” for non-receipt of tenders or late uploading of tenders online for any reason, what so ever.
- Failure to fill and sign the declaration and check slip shall make tender invalid.

**3. DOCUMENTS TO BE ELECTRONICALLY UPLOADED:**

- 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>.

S. No	Code No.	Name of the Document
1	E-I	Declaration form (Annexure-II).
2	E- II	Check list (Annexure-III).
3	E- III	Statement of financial capability
4	E- IV	Latest non-conviction certificate (in original), if applicable.
5	E- V	APSSIDC/NSIDC certificate, if applicable.
6	E- VI	Government ownership certificate, if applicable.
7	E- VII	PAN card.

8	E- VIII	Services/work/service execution Capacity with supporting documents if any
9	E- IX	Evidence of access to or availability of over draft/credit facilities if any required
10	E-X	EMD
11	E-XI	Copy of GST Registration Certificate

The Tenderers are requested to submit the following for verification on or before **18.10.2022 until 02.00PM physically or by post**. The Associate Director of Research, Regional Agricultural Research Station, 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.*

- All the enclosed documents shall be in English, *If any document is produced in any language other than English 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.

#### **4. 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, Hyderabad by the service provider through "Payment Gateway Service on e-Procurement platform".

#### **5. EARNEST MONEY DEPOSIT (EMD):**

- 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 Director of Research, RARS, Tirupati 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.**

- 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.

- The DD/pay order should be deposited to this office while producing hard copies for verification.
- Demand drafts, cheques, cash deposits, term deposits or fixed deposits will not be accepted towards EMD.
- However, the exemption of EMD 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 copy of these orders should be uploaded in the e-procurement platform in place of online payment receipt in case of any such claim for exemption.
- 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, EMD SHALL ACCOMPANY THE TENDER. Failure to enclose EMD shall make such of those items not covered under S.S.I. Certificate invalid for consideration.
- The EMD of other tenders deposited with this department during any period of time shall not be considered for this tender

#### **6. SECURITY DEPOSIT:**

- The successful Tenders(s) shall within 7 days, after the Associate Director of Research, Regional Agricultural Research Station, Tirupati written notice of acceptance of the Tender has been posted to him or them, deposit with the Associate Director of Research, Regional Agricultural Research Station, Tirupati a sum of rupees@ 2% of the cost of work 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.
- The Associate Director of Research, Regional Agricultural Research Station, Tirupati 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.

#### **7. FORFEITURE/REFUND OF THE EMD/SECURITY DEPOSIT:**

In case the selected tenderer(s) does not complete the works at the quoted rates within the period of contract and commits breach of one or more of the terms and conditions, the earnest money deposited by tenderer(s) will be forfeited by the Associate Director of Research, Regional Agricultural Research Station, ANGRAU, Tirupati, Andhra Pradesh.



- The EMD of the unsuccessful tenderer(s) shall be refunded after signing the agreement with the successful tenderers by the ANGRAU, Guntur. No interest is payable by the Associate Director of Research, Regional Agricultural Research Station, Tirupati, Andhra Pradesh, on such deposits.
- The EMD and security money deposited by successful tenderer(s) shall be retained by The Associate Director of Research, Regional Agricultural Research Station, Tirupati, till three months after the expiry of the contract period or from the date of acceptance of the tender or the date on which the completion of work which may arise in consequence of repeat orders placed during the 12 months for which the rates quoted are to remain valid.
- On due performance and satisfactory completion of the order in all respects during the contract period, the EMD 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).

#### **8. GST CERTIFICATE:**

Attested photo copy of GST certificate and sales tax payment particulars obtained from the competent sales tax authority of the area concerned for the years (2020-21 & 2021-22) shall be attached. Certificates older than that shall not be considered. Those not liable for GST/ Sales tax payment under relevant rules should produce a certificate to that effect from the competent authority.

#### **9. OPENING OF BIDS AND AWARD CRITERIA:**

Bids will be opened on the e-Procurement website at the scheduled time & date as specified. The Associate Director of Research nominee shall open the bid, after the bid closing time and list them for further evaluation. Bids would be evaluated item wise in each schedule. Opening of bids consist two stages.

Documentation furnished by the vendor as per **Annexure-III** shall be examined prima facie to see if the technical skill base and financial capacity and other vendor attributes claimed therein are consistent with the needs of this project. If necessary, the Associate Director of Research, RARS, Tirupati may ask vendor(s) for additional information, visit to vendors site and/or arrange discussions with their professional, technical facilities to verify claims made in qualification bid documentation. After evaluation of documents submitted by the bidder, the submitted details were as per the specifications or not if any deviation(s) to technical specifications. Detailed technical documentation, reference to various industry standards to

which the products/services included in vendor's offer confirm along with other information, if any required in the bid document

The committee assigned for evaluation will evaluate and compare the Technical Bids (Part-I), which have been determined to be substantially responsive. Bids of bidders who do not conform to the specified requirements will be rejected as deficient or nonresponsive bids. The financial bids of the technically qualified bidders are evaluated.

Final choice of firm to execute the project shall be made on the basis of conformity to technical specifications, appropriateness of the product/services offered, capability of bidder to execute and service the project and appropriateness of financial offer from the point of view of cost-effectiveness over the entire maintenance period for the product/services.

#### **10. TERMS AND CONDITIONS FOR COMMERCIAL AGREEMENT:**

- The details of the required services are shown in e-procurement web application. Rates should not vary with the quantum of orders or destination.
- The rates quoted shall be in Indian Rupees only and must be expressed both in figures and words as well. The rate of each item service/product should be quoted. The rates quoted should be inclusive of all the applicable taxes and “for destination” charges (freight, forwarding, loading and unloading etc.,) as mentioned in bid.
- 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.
- *No insurance charges* will be paid and if any they are to be met by the bidder only.
- The rates quoted by the tenderer shall not exceed the controlled rates.
- All rates quoted by the bidder should be valid for a period of one year from the date of acceptance of the lowest bid.
- The rates offered in the tender shall not exceed the controlled rates as well as the lowest price at which the firm provided services 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 come to the notice at any time, during the course of rate contract for the rest of the rate contract period, the Associate Director of Research, Regional Agricultural Research Station, Tirupati, Andhra Pradesh, reserves the right to initiate an appropriate action against such firms including black listing them.

- *Land should be handed over within 90 days after the receipt of the work award/contract.*
- *Bidder should not take away the soil from the assigned premises.*
- *Bidder should be level the land after proper ploughing operation and running cultivator/rotovator for getting good soil condition for leveling.*
- *Bunds should not be disturbed while land leveling.*
- Proper care should be taken care to the existing properties while executing the contracted work. If any damage is happened under signed decision is final and the equalent amount of damage will be deducted from the EMD/Security deposit and remaining will be handed over as per the stipulated time.
- IF ARTIFICIALLY LOW RATES ARE QUOTED, the ASSOCIATE DIRECTOR OF RESEARCH, REGIONAL AGRICULTURAL RESEARCH STATION, TIRUPATI RESERVES THE RIGHT TO CROSS-VERIFY THEM AND IGNORE THEM FROM CONSIDERATION IN ORDER TO PREVENT UNETHICAL TRADE PRACTICES.
- 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 etc, by ignoring the lowest rates.
- 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 are liable suitable legal action for such action at any time during the rate contract period.
- Rates quoted should be marked clearly with main price and taken separately. Total price after taking all the actual (including all taxes, charges, fee etc.,) will be taken as financial quote for comparison.
- No representation towards upward revision of rates once accepted will be considered. Necessary DSIR and other certificates for customs exemption or GST will be provided by ANGRAU, Guntur.
- No tenderer shall be allowed at any time on any ground what so ever to claim for revision 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/SERVICES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED” 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 the tenderer shall be summarily rejected.

- No company/firm, which has been blacklisted either by the ANGRAU, Lam, Guntur, Andhra Pradesh, 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/ANGRAU will not only be debarred / black listed permanently and their security deposit /EMD whichever is available with the Regional Agricultural Research Station, Tirupati, Andhra Pradesh, A.P will be forfeited and any business / transactions will be stopped with their firms forthwith.
- The rates should be quoted for each item separately.

#### **11. 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 15 days, the EMD of such tenderer will be forfeited and such defaulters will forego the right to participate for future tenders for minimum period of (3) years.

#### **12. OTHER CONTRACTUAL OBLIGATIONS:**

- The contract shall not be capable of being varied except by written consent by both the Associate Director of Research (purchaser), Regional Agricultural Research Station, Tirupati and the supplier/service provider 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.
- The supplier/ service provider shall not sublet or delegate this contract or part thereof without the written consent of the Associate Director of Research, Regional Agricultural

Research Station, Tirupati, Andhra Pradesh. Such consent shall not however be withheld unreasonably. But the tenderer(s) may without the consent of the Associate Director of Research, Regional Agricultural Research Station, Tirupati, Andhra Pradesh, purchase material as he/they does not normally manufacture.

- Any undertaking or commitment given by or made by any Officer or the Associate Director of Research, Regional Agricultural Research Station, Tirupati, Andhra Pradesh, verbally or in writing does not have any validity unless it is signed again by the competent authority who concluded an agreement earlier.

### **13. SUPPLIES/SERVICES AS PER SPECIFICATIONS:**

- All supplies shall be to the description and to the specifications laid down and in strict accordance with the approved. Deviations, if any should be clearly brought out failing which it will be normally considered that the materials/services offered are not to our requirements. Any special features may also be clearly brought out.
- The decision of the Associate Director of Research, Regional Agricultural Research Station, Tirupati, Andhra Pradesh, however shall be final as to the quality of services/supplies received and binding upon the supplier(s) in case, the supplier(s) supplies any other article/service than what is ordered such article/service supplied, not being approved, shall be liable to be rejected.
- If the Associate Director of Research, Regional Agricultural Research Station, Tirupati, Andhra Pradesh, requires any changes in specifications the supplier(s) shall use his best endeavor to comply with the Associate Director of Research, Regional Agricultural Research Station, Tirupati, Andhra Pradesh,, wishes subject to fair fixation of prices and delivery schedule where appropriate.
- If at any time during the term of this contract, the plans of the Associate Director of Research, Regional Agricultural Research Station, ANGRAU, Tirupati, changes for any reasons the Associate Director of Research, Regional Agricultural Research Station, Tirupati, Andhra Pradesh, 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 Director of Research, Regional Agricultural Research Station, Tirupati, Andhra Pradesh, agrees to accept delivery thereof at the contract price and terms.

#### **14. CONSEQUENCE OF NON-SUPPLY/FAIL TO PROVIDE SERVICES AND DAMAGES:**

- Assuming that the supplier(s) fails to deliver any or all the services covered by the contract, the Associate Director of Research, Regional Agricultural Research Station, Tirupati, Andhra Pradesh, 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.
- In the event of the supplier(s) failing to complete the supplies/services in time or according to the approved, the Associate Director of Research, Regional Agricultural Research Station, Tirupati, Andhra Pradesh, reserves the right to make such arrangements as it may think fit for the completion of the supplies/services on account of and the sole risk of the supplier(s).
- In case the goods/services are not supplied/provided according to specifications, they will be summarily rejected.
- 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 Director of Research, Regional Agricultural Research Station, 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 Director of Research, Regional Agricultural Research Station, Tirupati 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 Director of Research, Regional Agricultural Research Station, 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 research stations or institutes as indicated in Annexure-I.

- 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.

#### **15. PENALTIES:**

- 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.
- Non-performance of contract provisions will disqualify a firm to participate in the tender for the next three years.
- 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.
- In all the above conditions, the decision of the ASSOCIATE DIRECTOR OF RESEARCH, REGIONAL AGRICULTURAL RESEARCH STATION, TIRUPATI shall be final and binding.
- 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**

- 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 Director of Research, Regional Agricultural Research Station, 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.
- 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.
- 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.

### **17. PAYMENT TERMS:**

- The successful bidder request(s) for payment shall be made to the Associate Director of Research, Regional Agricultural Research Station, ANGRAU, Tirupati in writing, accompanied by the bill describing, as appropriate, the hardware/software.
- The currency of payment will be Indian rupees only.

### **18. CONTRACT CLOSURE:**

The contract with the successful bidder will be closed after completion of all the terms and formalities like 100% work execution, etc.

### **19. CANCELLATION AND STOPPING THE TENDER/PURCHASE PROCESS:**

The Associate Director of Research, Regional Agricultural Research Station, Tirupati, Andhra Pradesh reserves all the rights and power to stop or cancel the total/part of the process of these tenders and this purchase process at any stage without assigning any reason/reasons.

### **20. LABOUR & COMPLIANCE WITH LABOUR REGULATIONS**

1. The successful bidder shall unless otherwise provided in the Contract to make his own arrangements for the engagement of all staff/labour/workers for their payment, housing, feeding and transport outside the university premises.
2. The successful bidder shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the number of the several classes of labour from time to time employed by the Contractor on the site and such other information as the Engineer may require if any.



3. During continuance of the contract, the successful bidder and his sub-Contractors shall abide at all times by the all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority.
4. The employees of the Bidder/Contractor and the Sub-Contractor in no case shall be treated as the employees of the under signed/bid inviting authority/University at any point of time.

## **21. SAFETY**

1. The successful bidder shall be responsible for maintaining the safety of all activities on the site.
2. In respect of all labour directly or indirectly employed in the work/services for the performance of the successful bidders part of this contract, the successful bidder shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the successful bidder fails to make arrangement and provide necessary facilities as aforesaid, the Associate Director of Research, RARS, Tirupati shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the successful bidder. The decision of the Associate Director of Research, RARS, Tirupati in this regard shall be final and no claim on account of this shall be entertained.

Sd/-P.Rajasekhar

Associate Director of Research  
Regional Agricultural Research Station  
Tirupati

**ANNEXURE-I**  
(Technical Specifications)  
**TECHNICAL SPECIFICATIONS FOR THE REQUIRED SERVICE FOR**  
**AGRICULTURAL RESEARCH STATION, CHINAPAVANI**

S. No	Particulars of work	Unit area
1	Land leveling by ploughing, running cultivator/rotovator and level blade for sowing field crops	245 acres

**Note:**

1. *Total work/service area is 245 acres and the work/service will be under taken either continuously or phased manner based on seasonal conditions and requirements.*

Sd/-P.Rajasekhar  
Associate Director of Research  
Regional Agricultural Research Station  
Tirupati

## **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 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. We have examined and have no reservations to the Bidding Document, including the Addenda issued in accordance with Instructions to Bidders.
6. We offer to supply services/works in conformity with the Bidding Document and in accordance with the work completion schedule specified.
7. Our Bid consisting of the Technical Bid and the Price Bid shall be in accordance with the Bidding Document and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
8. We hereby certify that all the services/works offered in this bid are to be executed /provided under the contract governed by the existing laws of the type of work/services and machinery if any used are owned by us with valid licenses/certificates.
9. We agree to permit the bidder or his representatives to inspect our office/machinery/services/working equipment and other documents relating to the bid submission.
10. We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with existing rules and regulations.

SEAL

Signature of Tenderer  
Date  
Address

**ANNEXURE-III**

## Check List

<b>Sl. No</b>	<b>Name of the Document</b>
1.	Declaration form (Annexure-II).
2.	Check list (Annexure-III).
3.	Statement of financial capability
4.	Latest non-conviction certificate (in original), if applicable.
5.	APSSIDC/NSIDC certificate, if applicable.
6.	Government ownership certificate, if applicable.
7.	<i>PAN card.</i>
8.	Services/work execution Capacity with supporting documents if any
9.	Evidence of access to or availability of over draft/credit facilities if any required
10.	EMD
11.	Copy of GST Registration Certificate

**ANNEXURE-IV**

**FINANCIAL BID FORMAT**

S. No	Particulars of work	Cost per acre (including all)
1	Land leveling by ploughing, running cultivator/rotovator and level blade for sowing field crops	

Yours faithfully,

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

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 actuals will be taken as financial quote for comparison.

**ANNEXURE-V**

**EQUIPMENT AVAILABILITY OR ACCESS COMMITMENT**

Instrument/Equipment	Required No.	Availability proposal				Remarks (From whom to be purchased or leased)
		Capacity	Owned/leased/to be procured	Nos/Capacity	Age/Condition	

Note: Only major equipments relevant to the bid need to be reported.

SEAL

Signature of Tenderer  
Date  
Address

**ANNEXURE-VI****FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF OVER  
DRAFT/CREDIT FACILITIES****BANK CERTIFICATE**

This is to certify that M/s ----- is a reputed company/firm/organization with a good financial standing.

If the contract for the project /work, namely ----- is awarded to the above company/firm/organization, we shall be able to provide overdraft/credit facilities to the extent of INR ----- to meet their working capacity requirements for executing the above contract.

Name of the bank:

Senior Bank manager:

Address of the bank:

Phone No & Fax No.