



SRI VENKATESWARA VEDIC UNIVERSITY, TIRUPATI

(Established under Act 29 of 2006, Sponsored by T.T.D., Recognized by UGC)
Alipiri - Chandragiri Bypass Road, Tirupati – 517 502
registrarsvvu@gmail.com 0877-2264404, 2222586

REQUEST FOR PROPOSAL(RFP) / TENDER ENQUIRY(T/E)

Roc No.SVVU-13030/1/2018 Estt-SVVU, Dt. 8th March , 2021

To,
M/s.....
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INVITATION OF BIDS FOR PROCUREMENT OF OPEN TYPE IRON RACKS

Request for proposal (RFP) No-. Roc No.SVVU-13030/1/2018 Estt-SVVU,Dt. 8th March, 2021

1. Bids in sealed cover are invited for supply/repair of items listed in Part II of this RFP. Please superscribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.
2. The address and contract no. for sending Bids are seeking clarifications regarding this RFP are given below.

(a)	Bids/queries to be addressed to :	The Registrar
(b)	Postal address for sending the Bids :	Sri Venkateswara Vedic University, Alipiri Chandragiri By-pass Road, Tirupati-517502
(c)	Name/designation of the contact personnel :	Finance Officer
(d)	Telephone numbers of the contact personnel:	8330938735
(e)	Fax number :	0877-22587

3. This RFP is divided into five parts as follows:

Part-I - Contains general information and instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

Part -II – Contains essential details of the items required, such as the schedule of Requirements (SOR), Technical specifications, Delivery Period, Mode of delivery and Consignee details.

Part-III- Contains Eligibility Criteria for renderers

Part-IV- Contains standard conditions of RFP, which will form part of the contract with the successful bidder.

Part – V- Contains special conditions applicable to this RFP and which will also form part of the contract with the successful bidders.

Part-VI – Contains Evaluation Criteria and Format for Price Bids.

4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

5. The quotation should contain (a) **TECHNICAL BID/ Pre-qualifying criteria** (Part I to Part V) (b) PRICE BID (Part-VI). **The TECHNICAL BID should be sealed in one envelope and price bid in another sealed cover and both these** sealed envelopes are to be put in another bigger sealed cover duly marked with Tender for **PROCUREMENT OF OPEN TYPE IRON RACKS** Roc No.SVVU-13030/1/2018 Estt-SVVU, Dt. 8th March, 2021

Sealed tender should be dropped in the sealed tender box kept at Rameswaram Building/ Admin Building, SVVU for the same or sent by Registered Post so as to reach by due date and time. No responsibility will be taken for postal delay for non-delivery / non- receipt of tender documents. Tenders sent by fax will not be considered. In no case should the price be quoted in Technical bid. Mention of price in Technical Bid will render the Bid invalid.

6. Clause-by-clause compliance statement to specifications given at Clause-2 of Part-II of RFP bringing out clearly deviation, if any, from required specification and technical / qualitative vetting along with technical bid in the formats given at Part-II.

7. **Tender documents attached are to be returned along with your quotation duly filled and signed by you on all pages as having read, understood and accepted the terms and conditions mentioned** failing which the offer will be treated as incomplete and liable to be rejected without assigning any reason. Deviations from tender specification, if any should be highlighted separately.

8. The vendors are requested to authenticate each page of the Tender Enquiry before submitting the same and ensure that there is no (R) no overwriting on the rates quoted. Rates are to be quoted both in figures as well as in words.

9. The prospective bidder must have a registered address for post contract management.

(REGISTRAR)
SRI VENKATESWARA VEDIC UNIVERSITY

PART I – GENERAL INFORMATION

1. Last date and time for depositing the Bids **23rd March 2021 at 14.00Hrs**
The sealed bids (both technical and commercial, in case two bids are called for) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the bidder.
2. Manner of depositing the Bids: Sealed bids should be either dropped in the tender box marked as TENDER BOX or sent by registered post at the address given above as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non delivery/non receipt of bid documents. Bids sent by fax or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).
3. Time and date for opening of Technical Bids: **23rd March 2021 at 14.00 Hrs.**
Time and date for opening of Commercial Bids: **24th March 2021 at 14.00 Hrs or After**
approval of TEC, date and time will be intimated.
(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).
4. Location of the Tender Box : **Rameswaram Building/Admin Building, Sri Venkateswara Vedic University.** Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong tender box will be rendered invalid.
5. Place of opening of the bids : Registrar Office, SVVU.
The bidders may depute their representatives, duly authorized in writing, to attend the opening of bids on the due date and time. Rates and important commercial/technical clauses quoted by all bidders will be read out in the presence of the representatives of all the bidders. This event will not be postponed due to non-presence of your representative.
6. **Two Bid System: Only the technical bids would be opened on the time and date mentioned above.** Date of opening of the commercial bid will be intimated (if not opened on due date) after acceptance of the technical bids. **Commercial bids of only those firms will be opened; whose technical bids are found compliant/suitable after technical evaluation is done by the buyer.**
7. Forwarding of bids: Bids should be forwarded by the bidders under their original memo/letter pad inter alia furnishing details like GST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
8. Clarification regarding contents of the RFP: A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the buyer in writing about the clarifications sought not later than 07(seven) days prior to the date of opening of the bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
9. Modification and Withdrawal of bids: A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in bidder's forfeiture of bid security.
10. Clarification regarding contents of the Bids: During evaluation and comparison of bids, the buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post bid clarification on the initiative of the bidder will be entertained.
11. Rejection of Bids: Canvassing by the bidders in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
12. Unwillingness to quote: Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting bidder may be delisted for the given range of items as mentioned in this RFP.
13. Validity of Bids: The bids should remain valid till 120 days from date of quotation.

14. Earnest Money Deposit: Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs.10,000/- (Rupees Ten Thousand only)** along with their Technical Bid (**The Earnest Money Deposit is to be submitted with Separate cover only. EMD Shall be in the name of REGISTRAR, SVVU.** The EMD must be submitted in the form of a Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form. (Sri Venkateswara Vedic University Account No.30083030740 IFSC Code:SBIN0006107). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract, the bid security of the successful bidder would be returned, without any interest whatsoever, after the receipt of performance security from them as called for in the contract. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

15. Sri Venkateswara Vedic University reserves the right to reject any, or all, or the tenders received without the assigning of any reason.

Part-II

Part II – Essential Details of Items / Service required

1. **Schedule of Requirement** - List of items required as follows:

Name / Type of item / service / description of stores			
SL NO	ITEM DESCRIPTION	DOQ	Qty required
1	OPEN TYPE IRON RACKS	UNIT	60

Technical details: As appended below

2. **Two Bid System:** **The subject tender shall be submitted in two-bid system.** In respect of two bid systems, bidders are required to furnish clause by clause compliance of specification bringing out clearly the deviations from specification, if any. The bidders are advised to submit the compliance statement in the following format along with technical bid. Technical compliance for each item will be considered

Para of RFP specifications item wise	Specifications of items	Compliance to RFP specification whether Yes/No	In case of non-compliance, deviation from RFP to be specified in unambiguous terms
Over all dimensions of Open type Iron Rack (Outer to Outer)	Width – 905 mm (Thickness 1 mm)		
	Depth- 448 mm (Thickness 1 mm)		
	Height- 1829 mm (1829 x 40 x 40 x 1.8mm) with the Tolerance of (+) or (-) 10 mm		
Guage	Angular : MF angle thickness : 1.8 mm		
	Panel : MF angle Thickness : 1 mm		
Panels	6 No. of Panels for one Rack		

Note: 1. Brand/Make of ITEM being quoted is to be clearly mentioned by bidder.

3. **Delivery Period:** Delivery period for supply of items would be 10 days from the effective date of Supply Order or earlier. Please note that contract can be cancelled unilaterally by the buyer in case items are not received within the contracted delivery period, extension of contracted delivery period will be at the sole discretion of the buyer, with applicability of LD clause.

4. **Consignee Details:** The Registrar, Sri Venkateswara Vedic University, Alipiri Chandragiri By-pass Road, Tirupati-517502.

Part III – Eligibility Criteria

1. The tenderer should fulfill the following eligibility criteria to participate in the tender:
 - a) The bidder should submit the Manufacturer's Authorization Form for offered products/items, specific to this tender issued by OEM authorizing the bidder to submit the bid for tendering which is deemed as an agreement in between the bidder and OEM for the support and spares till the warranty period.
 - b) The bidder should have a turnover of **at least 5.00 Lakhs** in any one of the financial years i.e. **2017-18, 2018-19, 2019-20**. Copies of the proof should be enclosed.
 - c) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: -
 - a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost.
or
 - b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost.
or
 - c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.

Copies of the PO should be attached.

- d) The Bidder must have valid Registration of GST and Pan. Copies of the same should be enclosed.
- e) The bidder should submit/give declaration stating that they are not debarred/blacklisted by any State Government, Central Government, Central & State Government Undertakings/enterprises/Organizations and by any other Quasi Government bodies/Organizations in India for no-satisfactory performance, corrupt & Fraudulent or any other unethical business practices.

If the bidder is debarred/blacklisted as mentioned above, such bidder becomes ineligible to participate in the bidding process. In-case of any concealing of information relating to blacklisting or pending of cases as mentioned above or submission of fake information/fake documents, Sri Venkateswara Vedic University reserves the right to cancel the work order/contract allotted, apart from forfeiting the University reserves the right further to take penal action on the bidder.

2. QUALIFICATION/DISQUALIFICATION OF THE TENDERER:

Even though the Tenderers meet the qualifying criteria, they are liable to be disqualified/debarred/suspended/black listed if they have

- Furnished false/fabricated particulars in the forms, statements and /annexure submitted in proof of the qualification requirements and/or
- Not turned up for entering into agreement, when called upon.
- Record of poor progress such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc. and/or
- Even while execution of the work, if found that the work was awarded to the Contractor based on false/fake certificates of experience, the Contractor will be blacklisted and work will be taken over invoking clause 61 of PS to APSS.
- If the rates quoted by the tenderer is found to be either abnormally high or with in the permissible ceiling limits prescribed but under collusion or due to unethical practices adopted at the time of tendering process, such tenders shall be rejected.
- A tenderer submitting a Tender which the tender accepting authority considers excessive and or indicative of insufficient knowledge of current prices or definite attempt of profiteering will render himself liable to be debarred permanently from tendering or for such period as the tender accepting authority may decide. The tenderer overall percentage should be based on the controlled prices for the materials, if any, fixed by the Government or the reasonable prices permissible for the tenderer to charge a private purchaser under the provisions of clause-6 of the hoarding and profiteering prevention ordinance of 1943 as amended from time to time and on similar principle in regard to labour supervision on the construction.

3. **EMD Shall be in the name of REGISTRAR, SVVU.** The EMD must be submitted in the form of a Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form. (Sri Venkateswara Vedic University Account No.30083030740 IFSC Code:SBIN0006107

4. **Check List to Accompany the Technical Bid (Eligibility Criteria information)**

Sl.No.	Eligibility Criteria	Remarks
1	The bidder should submit the Manufacturer's Authorization Form for offered products/items, specific to this tender issued by OEM authorizing the bidder to submit the bid for tendering which is deemed as an agreement in between the bidder and OEM for the support and spares till the warranty period.	Yes/No
2	The bidder should have a turnover of at least 05.00 Lakhs in any one of the financial years i.e. 2017-18, 2018-19, 2019-20 . Copies of the proof should be enclosed	Yes/No
3	Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: - a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost. Or b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost. Or c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.	Yes/No
4	The Bidder must have valid Registration of GST and Pan. Copies of the same should be enclosed.	Yes/No
5	The bidder should submit/give declaration stating that they are not debarred/blacklisted by ay State Government, Central Government, Central & State Government Undertakings/enterprises/Organizations and by any other Quasi Government bodies/Organizations in India for no-satisfactory performance, corrupt & Fraudulent or any other unethical business practices. If the bidder is debarred/blacklisted as mentioned above, such bidder becomes ineligible to participate in the bidding process. In-case of any concealing of information relating to blacklisting or pending of cases as mentioned above or submission of fake information/fake documents, Sri Venkateswara Vedic University reserves the right to cancel the work order/contract allotted, apart from forfeiting the University reserves the right further to take penal action on the bidder.	Yes/No
6	EMD Shall be in the name of REGISTRAR, SVVU. The EMD must be submitted in the form of a Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form. (Sri Venkateswara Vedic University Account No.30083030740 IFSC Code:SBIN0006107).	Yes/No

Note: Relevant documents in support of above should be furnished.

Part IV – Standard Conditions of RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the request for proposal mentioned below which will automatically be considered as part of the contract concluded with the successful bidder (ie. Seller in the contract) as selected by the buyer. Failure to do so may result in rejection of the bid submitted by the bidder.

1. **Law** : The contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract** : The Contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration** : All disputes or difference arising out of or in connection with the contract shall be settled bilateral discussions. Any dispute, disagreement or question arising out of or relating to the contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. Venue of Arbitration shall be at place from where the contract is signed i.e. Jurisdiction of Tirupati.
4. **Penalty for use of Undue influence** : The seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the contract or for bearing to do or for having done or for borne to do any act in relation to the obtaining or execution of the present contract or any other contract with the Government of India/Govt. of Andhra Pradesh/TTD/Sri Venkateswara Vedic University for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India Govt. of Andhra Pradesh/TTD/Sri Venkateswara Vedic University. Any breach of the aforesaid undertaking by the Seller of any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offer by the seller or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officers / employee of the Buyer or to any other person in a position to influence any officer / employee of the Buyer for showing any favour in relation to this or any other contract shall render the Seller to such liability / penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
5. **Agents/Agency Commission** : The seller confirms and declares to the buyer that the seller is the original manufacturers of the stores/provider of the services referred to in this contract and has not engaged any individual or firm. Whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Govt of A.P./SVVU/TTD or any of this functionaries, whether officially or unofficially, to the award of the contract to the seller, nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The seller agrees that if it is established at any time to the satisfaction of the buyer that the present declaration is in any way in correct or if at a later stage it is discovered by the buyer that the seller has engaged any such individual / firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the seller will be liable to be refund that amount to the buyer. The seller will also be debarred from entering into any supply/repair contract with the SVVU for a minimum period of 5 years. The buyer will also have a right to consider cancellation of the contract either wholly or in part without any entitlement or compensation to the seller who shall in such an event be liable to refund all payments made by the buyer in terms of the contract along with interest at the rate of 2%per annum above LIBOR rate. The buyer will also have the right to recover any such amount from any contracts concluded either way the SVVU/TTD.
6. **Access to Books of Accounts**: In case it is found to the satisfaction of the buyer that the seller has engaged an agent or paid commission or influenced any person to obtain the contract as described in clauses relating to agents/agency commission and penalty for use of undue influence, the seller, on specific request of the buyer, shall provide necessary information/inspection of the relevant financial documents/information.
7. **Non disclosure of Contract documents**: Except with written consent of the buyer, seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
8. **Liquidated damages**: In the event of the seller's failure to submit the bonds, guarantees and documents, supply/repair the stores/goods/services and conduct trials, installation of equipment, training, etc as specified in this contract, the buyer may at his discretion, withhold any payment until the completion of the contract. The buyer may also deduct from the seller as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the liquidated damages being not higher than 10% of the value of delayed stores.
9. **Termination of Contract**: The buyer shall have the right to termination this contract in part or full in any of the following cases :-
 - (a) The delivery of the material is delayed for causes not attributable to force majeure for more than (1 months) after the scheduled date of delivery.
 - (b) The bidder/vendor fails to perform any other obligation (s) under contract.
 - (c) The seller is declared bankrupt or becomes insolvent.
 - (d) The delivery of material is delayed due to causes of force majeure by more than (2 months) provided force majeure clause is included in contract.
 - (e) The buyer has noticed that the seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
 - (f) As per decision of the Arbitration tribunal.

10. **Notices** : Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting** : The seller has no right to give, bargain, sell, assign or subject or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present contract or any part thereof.

12. **Patents and other Industrial Property Rights**: The prices stated in present contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The seller shall indemnify the buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies irrespective of fact of infringement of any or all the rights mentioned above.

13. **Amendments** : No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this contract and signed on behalf of the both the parties and which expressly states to amend the present contract.

14. Taxes and Duties : GST as applicable.

(a) General

(i) If bidder desires to ask for GST extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all Taxes, surcharges and no claim for the same will be entertained.

(ii) If reimbursement of any Tax is intended as extra over the quoted prices, the bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted or firm and final and no claim an account of such tax will be entertained after opening of the tenders.

(iii) If a bidder chooses to quote a price inclusive of any GST and does not confirm inclusive of such GST is firm and final, he should clearly indicate the rate of such GST and quantum of such GST included in the price. Failure to do so may result in ignoring such offers summarily.

(iv) If a bidder is exempted from payment of any GST upto any value of supplies from them, he should clearly state that no such GST will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any GST, it should be brought out clearly. Stipulations like, the said GST was presently not applicable but the same will be charges if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such GST will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such GST which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(v) Any change in any GST upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such GST paid by the supplier. Similarly, in case of downward revision in any GST, the actual quantum of reduction of such GST shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc, if any obtained by the Seller.

(b) Special Conditions for Income Tax

During the currency of the contract deduction of Income Tax @2.00% will be applicable .

15. Deductions

- Payments shall be subject to deductions of any amount for which the bidder is liable under the agreement against this contract.
- In case of over payments or wrong payment if any made to the bidder due to wrong interpretation of the provisions of the contract, or Contract conditions etc. such un authorized payment will be deducted in the subsequent bills or final bill for the work or from the bills under any other contract with the S.V.Vedic Univeristy/ T.T.Devasthanams/ Government or at any time thereafter from the deposits available with the S.V. Vedic university/T.T.Devasthanams.
- Any recovery or recoveries advised by the Government Department either state or central, due to non-fulfillment of any contract entered into with them by the bidder shall be recovered from any bill or deposits of the bidder.

Part V – Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of the Special Conditions of the request for proposal mentioned below which will automatically be considered as part of the contract concluded with the successful bidder (ie. Seller in the contract) as selected by the buyer. Failure to do so may result in rejection of the bid submitted by the bidder.

1. **Performance Guarantee:** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a any of the commercial bank for a sum equal to **10%** of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty.

2. **Option Clause:** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional **50%** of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.

3. **Repeat Order Clause:** The contract will have a Repeat Order Clause, wherein the Buyer can order up to **50%** quantity of the items under the present contract within six months from the date of supply / successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat Order or not.

4. **Tolerance Clause :** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to **25%** plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

5. **Payment Terms:** It will be mandatory for the Bidders to indicate their Bank Account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. The payment will be made as per the following terms, on production of the requisite documents.

(a) 100% payment on delivery and acceptance by the user.

6. **Advance Payments:** No advance payment(s) will be made.

7. **Paying Authority:**

The Registrar
Sri Venkateswara Vedic University,
Alipiri Chandragiri By-pass Road,
Tirupati-517502

The payment of Bills will be made on submission of the following document by the Seller to the Paying Authority along with the Bill.

- (i) Ink signed copy of contingent bill / Seller's bill.
- (ii) Ink signed copy of Commercial invoice / Seller's bill.
- (iii) Copy of Supply/repair Order / Contract with Registrars Proceedings number
- (iv) Certified Receipt Vouchers in duplicate.
- (v) Inspection Note.
- (vi) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries etc as applicable.
- (vii) Exemption certificate for Excise duty / Customs duty, if applicable.
- (viii) Bank guarantee for advance, if any.
- (ix) Guarantee / Warranty certificate.
- (x) Performance Bank guarantee / Indemnity bond where applicable.
- (xi) Delivery Period extension letter with CFA's sanction indicating whether extension is with or without LD.
- (xii) Details for electronic payment viz Account holder's name, bank name, Branch name and address, Account type, Account number IFSC code, MICR code (If these details are not incorporated in supply/repair order / contract).
- (xiii) Any other document / certificate that may be provided for in the Supply/repair Order / Contract.
- (xiv) User Acceptance.
- (xv) Xerox copy of PBG.

8. **Fall Clause:** The following fall clause will form part of the contract placed on successful bidder.

(a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the seller sells the stores or offer to sell stores of identical description to any person/organisation including the purchaser or any department of the Central Government or any department of state government of any statutory undertaking the central or the state government as the case may be during the period till performance of all supply/repair orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the seller reduces the sale price, sells or offer to sell such stores to any person / organisation including the buyer or any department of central government or any department of state government or any statutory undertaking of the central or state government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not applied to :-

- (i) Exports by the seller.
- (ii) Sale of Goods as original equipment at price lower than the prices charged for normal placement.
- (iii) Sale of goods such as drugs which have expiry dates.
- (iv) Sale of goods at lower price on or after the date of completion/sale of placement of the order of goods by the authority concerned under the existing previous rate contract as also under any previous contract

entered into the central or state government departments including their undertakings excluding joint sector companies and / or private parties / bodies.

(c) The seller shall furnish the following certificates to the paying authority along with each bill for payment for supplies made against the rate contract. We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the University under the contract here-in and such stores have not been offered/sold by me / us to any person/organisation including the purchaser or any department of central government or any department of state government or any statutory undertaking of the central or state government as the case may be upto the date of bill/the date of completion of supplies against all supply/repair orders placed during the currency of the rate contract at price lower than the price charged to the University under the contract except for quantity of stores categories under the sub-clauses (a), (b) and (c) above.

9. Risk and Expense Clause

1. Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the buyer shall after granting the seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover the liquidated damages as remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

2. Should the store or any installment thereof not performed in accordance with the specifications / parameters provided by the seller during the check proof tests to be done in the buyers country, the buyer shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

3. In case of a material breach that was not remedied within 45 days, the buyer shall, having given the right of first refusal to the seller be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good :-

a. Such default.

b. In the event of the contract being wholly determined the balance of the stores remaining to be delivered hereunder.

4. Any excess of the purchase price cost of manufacturer or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the seller. Such recoveries shall not exceed **10%** of the value of the contract.

10. Force Majeure Clause:

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account to receipt of goods under the provisions of the present contract), if the non performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operations, Blockade, acts or actions of state authorities or any other circumstances beyond the parties controlled that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to force majeure conditions, is to notify in written form from the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than (10) days from the movement of their beginning.

(d) Certificate of a chamber of commerce (i.e. Commerce & Industry) or other competent authority or organisation of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance or an obligation lasts for more than 6 months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (Thirty) days to the other party of the intention to terminate without any liability other than reimbursement of the terms provided in the agreement for the goods received.

11. Specification : The following specification clause will form part of the contract placed on successful bidder – the seller guarantees to meet the specification as per the Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the buyer services as per modifications / requirements recommended after the maintenance evaluation trails. All technical literature and drawings shall be amended as the modifications by the seller before supply/repair to the buyer. The seller, in consultation with the buyer, may carry out technical up gradation/alteration in the designs, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques along with necessary tools as a result of upgradation / alterations will be provided by the buyer free of cost within (30) days of affecting such upgradation / alterations.

12. **OEM Certificate:** In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.

13. **Export License:** The Bidders are to confirm that they have requisite export license from their Government and Authorization from the manufacturing plant, in case they are not the OEM, to export the goods to India.

14. Earliest Acceptable Year of Manufacture: 2021.

15. **Buyer Furnished Equipment:** The following equipment will be provided by the Buyer at his expense to the Seller: -NIL

16. Quality: The quality of stores delivered according to the present contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in sellers country or specifications enumerated as per the RFP and shall also

include therein modification to the stores suggested by the buyer. Such modifications will be mutually agreed to. The seller confirm that the stores to be supplied under this contract shall be new i.e. not manufacture before (year of contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment or backward integrated and interchangeable with the same equipment supplied by the seller in the past if any. The seller shall supply/repair and interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

17. **Quality Assurance:** Seller would provide the standard acceptance test procedure (ATP) within one -month of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all tests facilities at his premises for acceptance and inspection by the buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, confirming to the current production standard and having 100% defined life at the time of delivery.

18. **Inspection Authority:** The inspection will be carried out by **Registrar, Sri Venkateswara Vedic University Tirupati**. The mode of inspection will be departmental inspection /user inspection/joint inspection /self certification.

19. **Franking Clause:** The following franking clause will form part of the contract placed on successful bidder.

(a) Franking clause in the case of acceptance of goods "The fact that the goods have been inspected after the delivery period and passed by the inspecting officer will not have effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the buyer under the terms and conditions of the contract".

(b) Franking clause in the case of rejection of goods : "The fact that the goods have been inspected after the delivery period and rejected by the inspecting officer will not bind the buyer in any manner. The goods are being rejected without prejudice to the rights of the buyer under the terms and conditions of the contract".

20. **Claims:** The following Claims clause will form part of the contract placed on successful Bidder: –

a. The claims may be presented either: (a) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or (b) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.

b. The quantity claims for deficiency of quantity shall be presented within 45 days of completion of inspection and acceptance of goods. The quantity claim shall be submitted to the Seller.

c. The quality claims for defects or deficiencies in quality noticed during the inspection shall be presented within 45 days of completion of inspection and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller.

d. The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.

e. The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.

f. Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of Registrar Sri Venkateswara Vedic University.

g. The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative stationed in India.

21. **Warranty:** The following warranty will form part of the contract placed on successful bidder.

(i) The seller warrants that the goods supplied under the contract confirms to specifications prescribed and shall perform according to the said specifications.

(ii) The seller warrants for a period of **12 months** from the date of acceptance of stores by joint receipt inspection or date of installation and commissioning, which ever is later, that the goods / stores supplied under the contract and each component used in the manufacture there of shall be free from all types of defects / failures.

(iii) If within the period of warranty the goods are reported by the buyer to have failed to perform as per the specifications, the seller shall either replaced or rectify the same free of charge, within a maximum period of 45 days of notification of such defects received by the seller, provided that the goods are used and maintained by the buyer as per the instructions contained in the operating manual. Warranty of the equipment would be extended by such duration of downtime. Record of the downtime would be maintained by the user in the log book. Spares required for warranty repairs shall be provided free of cost by the seller. The seller also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods / equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period at the cost mutually agreed to between the buyer and the seller.

(iv) If a particular equipment / goods fails frequently and/or, the cumulative down time exceeds **10%** of the warranty period, the complete equipment/goods shall be replaced free of cost by the seller within a stipulated period of **30 days** of receipt of the notification from the Buyer. Warranty of the replaced equipment would start from the date of acceptance after joint receipt inspection by the Buyer/date of installation and commissioning.

22. **Product Support:** The following Product Support clause will form part of the contract placed on successful Bidder –

a. The Seller agrees to provide Product Support for the stores, assemblies/subassemblies, fitment items and consumables, Special Maintenance Tools(SMT)/Special Test Equipments (STE) subcontracted from other agencies/

manufacturer by the Seller for a maximum period of 10 years including 01 years of warranty period after the successful installation, commissioning and testing of project.

b. Any improvement/modification/ up gradation being undertaken by the Seller or their sub suppliers on the stores/equipment being purchased under the Contract will be communicated by the Seller to the Buyer and, if required by the Buyer, these will be carried out by the Seller at Buyer's cost.

Part VI- Evaluation Criteria & Price Bid issues

1. **Evaluation Criteria-** The board guidelines for evaluation of Bids will be as follows:
 - i. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
 - ii. In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
 - iii. The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Bid Format given in Appendix 'A' below
 - iv. The Bidders are required to spell out the rates of GST in unambiguous terms, for the purpose of comparison of prices.
 - v. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
 - vi. The Lowest Acceptable Bid will be considered further for placement of Contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.
 - vii. For the sake of uniform comparison tenderer should not add any condition and such of those tenders, which stipulate any condition will summarily be rejected.
2. Determination of 'L1' will be done based on total of Basic Price (Not including duties levies, taxes & duties levied by central/State/Local governments).

PRICE BID

TENDER NUMBER : Roc No.SVVU-13030/1/2018 Estt-SVVU, Dt. 8th March, 2021

1. Basic cost of the item.

SI No	Item	DOQ / Qty	Basic Price	HSN Code	Total Amount (Rs)
01	OPEN TYPE IRON RACKS	60			

Note 1 : Determination of L-1 will be done based on total of basic prices (not including levies, taxes and duties levied by Central / State/Local governments such as GST, etc on final product) of all items/ requirements as mentioned above.

GST No:.....

- (a) Is GST extra?
- (b) If yes than mention the following:
 - (i) Total value on which GST is Leviable
 - (ii) Rate of GST applicable
 - (iii) Total value of GST Leviable
- (c) Grand Total :
Rupees in Words:

Date :
Seal

Signature with Firm