



Dr.YSR HORTICULTURAL UNIVERSITY

TENDER DOCUMENT

Tender Notice No: NIT No. 21(5)/HU/EO/TN/2017-18

Name of work: Providing Lab Furniture at HRS, Vijayrai, West Godavari District.

Name of agency:

and address :

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**Dr.Y.S.R.HORTICULTURAL UNIVERSITY
ADMINISTRATIVE OFFICE, VENKATARAMANNAGUDEM
WEST Godavari DISTRICT – 534101**

Bid Notice No: NIT No. 21(5)/HU/EO/TN/2017-18, Dated: 20.01.2018

Name of work: Providing Lab Furniture at HRS, Vijayrai, West Godavari District.

INFORMATION TO BIDDERS

OFFICER INVITING BIDS: The Estate Officer, Dr.YSRHU, V.R.Gudem.

Bids are invited for the above mentioned work from the firms /Companies having a valid registration certificate / license issued by the Govt. of AP The details of bid conditions and terms are detailed in the tender document.

1. Approximate value of work: **Rs.4,29,800.00 (Rupees Four Lakhs twenty nine thousand eight hundred only only)**
2. Bid processing fee (**non refundable**) **Rs.500/-** should be paid in the shape of crossed Demand Draft drawn in favour of **Executive Engineer, Dr.YSRHU, V.R.Gudem** from any Nationalized / Scheduled commercial bank, valid for a period of **3 months** from the date of N.I.T should be submit the Estate Officer, Dr.YSRHU for Participation in the Tender. The EMD DD for the Prescribed amount should be attach with Tender Document.
3. Period of completion of work : **30 Days**
4. The bidders can view/ download the bid documents from the university website.
5. Form of contract – **Lump Sum Contract.**

This University/Tender Committee reserves the right to cancel the tender notice at any stage without assigning any reason whatsoever.

Note: The quantities shown in the Schedule of quantities / B.O.Q are purely provisional. It is subjected to modification i.e increase or decrease or may be deleted if found necessary at the time of award of contract without any change in other terms and conditions.

6. Downloading of bid documents: From: 20.01.2018 at 3.00 PM to 09.02.2018 up to 3:30 PM (online only)
7. Date and time for receipt of bids: 09.02.2018 up to 3:30 PM (offline only)
8. Time and date of opening of bids:
 - (a) Technical bid : 09.02.2018 at 4.00 PM
 - (b) Price bid : 11.02.2018 at 4.00 PM

Note:The dates stipulated above are fixed and under no circumstances they will be relaxed unless otherwise extended by an official notification or happens to be public holidays.

The bidder has to drop the tender document by filling up the all the field in tender box located in Office of the Estate Officer, Administrative Office, Dr.YSR Horticultural University, Venkataramannagudem.

Procedure for submission of bids:

- (a) Bidders need to contact the O/o **Estate Officer, Dr.YSRHU, V.R.Gudem** for any information regarding the tenders.
- (b) The bidders shall follow the following rules without failure:
- (i) All the bidders shall submit the hard copies of the DD's of EMD, Schedule Cost and Sales Tax and this will be primary requirement to consider the bid as responsive.
 - (ii) The University shall carry out the Technical Bid Evaluation solely based on the documents submitted along with the Bid and open the price bids of responsive bidders.
 - (iii) The University will not take any responsibility for any delay in receipt/non receipt of original DD's.
 - (iv) If any successful bidder fails to submit the original Hard copies of DD within the stipulated time or if any variation is noticed between the documents submitted by the bidder, the successful bidder will be suspended from participating in the tenders. Besides this, the University shall invoke all processes of law including criminal prosecution of such defaulting bidder as on act of extreme deterrence to avoid delays in the tender process for execution of the development schemes taken up by the Government.
- (c) Steps for registration and submission of bids are described in detail in the "Bidders Training Booklet" available with the department as well as at the above web site.
- (d) The University will not hold any risk and responsibility for the loss in transit during submission of documents, and any other problem(s) encountered by the bidder while submitting in Tender Document.
9. **Qualification requirements:** To qualify for consideration of award of the contract each bidder should fulfill the following criteria:

Check slip to accompany the Bid (in Annexure –I).

- i. The bidder submitting the Bid, should have the valid Registration certificate with the Government
- ii. The Bidder should submit the Hard copy of Processing fee DD along with the tender document for an amount of **Rs.500.00** in favour of the Executive Engineer, Dr.YSRHU, Venkataramannagudem, Payable at Tadepalligudem (from any Nationalized Bank)
- iii. The Bidder should submit the Hard copy of EMD DD along with the tender document for an amount of **Rs.4,29,800.00** in favour of the PAO(W&P), Eluru, Payable at Tadepalligudem (from any Nationalized Bank)

- iv. The Successful Bidder should furnish a copy of valid GST registration certificate.
- v. The Bidder / Supplier should furnish copy of Permanent Account Number (PAN) and proof of submission of the latest income tax returns acknowledgement for the assessment year **2017-18**.

vi. The Technical Bid and Price Bid to be submitted separately in two packet system separately

Note : Nationalized / Scheduled commercial bank, valid for a period of 3 months from the date of N.I.T. Failure to submit the D.D, the bidder will be disqualified/rejected. No other mode of payment will be accepted. The original D.D towards this Bid processing fee.

- Any other format or any additions and deletions in the prescribed formats will lead to rejection/disqualification of their Bids.
- The bidder should be having in house capability for manufacturing parts / Supply to furniture items. They should also submit a list of their organization, equipment available with them.
- The bidder should be willing to get the manufacturing capabilities inspected by the Bidding Committee to judge the level of competency for undertaking the Project.
- The bidder should have capability to provide after sales service for the maintenance period of i.e, **defect liability period (Warranty) of (3) three years** and should be in a position to offer annual maintenance contract thereafter.
- Not withstanding anything stated above, the University reserves the right to assess the Bidders capabilities, capacity to perform the contract and ability to offer Warranty and AMC, should circumstances warrant such an assessment in the overall interest of the University deciding on award.
- The bidder is subjected to be black listed and the EMD forfeited if he is found to have misled or furnished false information in the forms/statements/certificates submitted in proof of qualification requirements or record of performance such as abandoning of works, non completion of works properly in time in earlier contracts, inordinate delays in completion of the works, litigation history and/or financial failures and/or participated in the previous bidding for the same work and had quoted unreasonably high bid prices.
- Even while execution of the work, if found that the contractor had produced false/fake certificates of experience, he will be black listed and the contract will be terminated.
- The bidder should submit signed undertaking of bid online.

- No relaxation will be given to any of the qualification criterion to any Firms/Agencies/ State or central governments undertakings.
- The Sub-Contractor's / G.P.A. Holders experience shall **NOT** be taken into account in determining the bidders compliances with the qualifying criteria.

- 21 Even though the Bidder meets the above qualification criteria, the firm/ bidder is subjected to be disqualified if they have found to:
- Mislead or made false representation in the forms, statements submitted in proof of the qualification requirements, and / or
 - Record of poor performance such as abandoning works not properly completing the contract, inordinate delays in completions, litigation history and/or financial failures, and /or.
 - Participated in the previous Bidding for the same works and had quoted unreasonably high bid prices.

Before recommending / accepting the Bid, the Bid accepting authority will verify the correctness of certificates submitted by the Lowest bidder to meet the eligibility criteria, specifically for experience.

The authenticated agreements of previous works executed by lowest Bidder shall be called for and if the lowest bidder is found to have misled or made false representation in the above certificates, forms, Statements, etc., or produced fake/false certificate of experience etc., then he/she will be disqualified and his/her Bid will be rejected.

- 22 In addition to above, even while execution of the work, if found that the bidder had produced false/fake certificates of experience, the bidder will be blacklisted and work will be taken over invoking clause 60 (a) of P.S. to A.P.S.S. The Bidders shall furnish declaration that they have not been blacklisted in any department in Andhra Pradesh due to any reasons.

23 **Conditions:**

- 23.1 The dates stipulated in the NIT are firm and under no circumstances they will be relaxed unless officially extended.
- 23.2 The Successful Bidder must pay Further Security Deposit (FSD) for an amount of 1.5 % of the bid value at the time of concluding the agreement by way of a crossed demand draft in favour of **PAO (W&P), Eluru.**
- 23.3 Bid Schedules are not transferable.
- 23.4 The bidders should submit their Bids before 09.02.2018 @ 3.30 P.M. by person to the Office of the Estate Officer, Dr.YSRHU, V.R.Gudem.

- 25 Bidders shall submit a declaration without any reservation whatsoever that the submitted Eligibility and Qualification details, Technical bid and financial bid are

without any deviations and are strictly in conformity with the documents issued by the Employer.

- 26 Declaration should be given for the credentials submitted by the bidder.
- 27 The bidders shall submit a written power of attorney authorizing the signatory of the bid to commit for the bidder.
- 28 The Bidder shall furnish declarations that:
 - a) They have not been blacklisted in any department in the Andhra Pradesh and Telangana/ Any State Government / Central Government / State or Central Government undertakings.
 - b) That they will agree to get disqualified themselves for any wrong declaration in respect of the above and to summarily reject their Bids.
- 29 The Bids will be evaluated by the Estate Officer, Dr.YSRHU in consultation with Tender Committee on the specified time and date.
- 30** During the above mentioned period no plea by the Bidder for any sort of modification of the Bid based upon or arising out of any alleged misunderstandings or misconceptions or mistake for any reason will not be entertained.
- 32** All the earnest money deposited by the Bidder will be forfeited to the Government if the authority competent to accept the Bid so desires in the event of such Bidder withdrawing his Bid with in the period of three months as specified above.
- 33** Bids shall be valid for **3 months**. Before expiry of validity the authority competent to call for Bids shall seek further extension of validity from the bidders and in the case the validity is not extended his Bid will not be considered and the EMD shall be returned.
- 34** In consideration of the Estate Officer, Dr.YSRHU, Bid Committee undertake to investigate and take in to account each Bid and inconsideration of the work there be involved, all earnest money deposited by the Bidder will be forfeited to the Government in the event of such Bidder either modifying or withdrawing his Bid at his instance with in the said validity period of three months.

35 EVALUTION OF BIDS:

35.1 Preliminary Examination

- 35.1.1 The department will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 35.1.3 Prior to the detailed evaluation the Department will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. The Department's determination of bids responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

35.1.4 A bid determined as not substantially responsive will be rejected by the Department.

35.1.5 The Department may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.

35.1.6 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid security may be forfeited.

35.2 Technical Bid Evaluation

The Department will verify the technical bids of all the bidders and will evaluate the firms based on the submission of proofs / Documents in respect of qualification requirements specified under Clause 13.

35.3 Technical Committee Verification

- a) Only the bidders who qualifies in Technical Bids Evaluation will be considered for Sample verification.
- b) Raw materials will be inspected by Quality Control before accepting the items and the items should be inspected periodically while making supplies. If any deviations are found, the Firm/Agency has to take suitable measures to meet quality requirements.

35.4 Financial Bid Evaluation.

The Financial/Commercial bids of only those bidders who qualify in Technical Bids Evaluation will be considered for opening.

In case of any ambiguity, the decision taken by the Technical Committee/Tender inviting authority of NITs shall be final and binding.

35.4.2 If the Bids received are found abnormally high or are within the permissible ceiling limits prescribed but under collusion due to unethical practices adopted at the time of Bidding process shall be rejected.

35.4.3 Before recommending / accepting the Bid, the Bid accepting authority shall verify the correctness of certificates submitted to meet the eligibility criteria and specifically for experience, the authenticated agreements of previous works executed by the lowest Bidder, shall be called for.

36.0 When a Bid is to be accepted the Bidder whose Bid is under consideration shall attend the office of the Estate Officer, Dr.YSRHU, V.R.Gudem on the date fixed by written intimation to him. He shall forth with upon intimation being given by the Estate Officer of acceptance of his Bid make payment of Security Deposit and sign an agreement in the proper department form for the due fulfillment of this

contract. This Security deposit shall be retained as security for fulfillment of this contract. Failure to attend the Estate Officer, Dr.YSRHU, V.R.Gudem office on the date fixed in the written intimation from such office or to enter into the required agreement shall enable forfeiture of the earnest money. The written agreement to be entered into between the successful bidder and the Government shall be the foundation of the rights and obligations both the parties and the contract shall not be deemed to be complete until the agreement has first signed by the successful bidder and then by officer authorized to enter into contract on behalf of the Government.

36.1 The successful Bidder has to sign an agreement within a period of **3 days** from the date of receipt of communication of acceptance of their Bid. On failure to do so their Bid will be cancelled duly forfeiting EMD paid by them without issuing any further notice.

If the successful Bidder does not turn up to conclude the Agreement even after specified time mentioned in the notices, the Estate Officer, Dr.YSRHU, V.R.Gudem shall suspend the Business of the erring Bidder for a minimum of **one year** duly forfeiting the EMD. The Estate Officer, Dr.YSRHU, V.R.Gudem shall intimate to concern registration department, to disable the license issued to bidder for a period of **one year** from date of intimation.

37 The successful bidder shall carefully study the drawings and additional specifications and all the documents which form part of the agreement to be entered into by the successful Bidder.

38 The successful bidder should closely peruse all the specifications, clauses which Govern percentage they are Bidding.

39 The defect liability period of contract shall be **24 years (24 months) or as per the existing rules for supplies.**40 A schedule of quantities accompanies the Bid notice. It shall be definitely understood that the government does not accept any responsibility for the correctness or completeness. The schedule is liable for alteration by omissions, deductions or additions at the discretion of the Estate Officer, Dr.YSRHU, V.R.Gudem or as set forth in the conditions of the schedule of quantities.

It shall be noted that the quantities provided in the Schedule of quantities is purely provisional and is subjected to modifications, i.e additions and or deletions.

41 Prices:

The bidder should quote the tender Percentage Excess or Less on ECV

41.4 No alteration is to be made by the Bidder in Bill of quantities/ Schedule of quantities and the conditions of contract, drawings, specification or quantities accompanying the same will be recognized and if any such alterations are made the Bid will be summarily rejected.

42 The Bidder's rates should be based on the controlled prices for the materials if any fixed by the government or the reasonable prices permissible for the Bidder to charge a private purchase 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 in the construction.

43. Corrupt or fraudulent practices:

The University requires that the bidders/suppliers/contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government

(a) define for the purposes of the provision, the terms set forth below as follows:

(i) **"corrupt practices"** means the offering, giving, receiving or soliciting of anything of value to influence the action of a Government official in procurement process or in contract execution: and

(ii) **"fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government and includes collusive practice among bidders (prior to or after bid submission) designed to establish in bid prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.

(b) Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(c) Will blacklist/or debar a firm, either indefinitely or for a stated period of time, if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Government contract.

(d) Furthermore, bidders shall be aware of the provisions stated in the general conditions of contract.

44. Right of the University:

44.1 The University reserves the right to reject any or all of the tenders, without assigning any reason whatsoever.

44.2 In the event of any dispute regarding any of the tender conditions, the decision of the University/Technical Committee shall be final.

44.3 During the supply of any furniture item, the Estate Officer/Executive Engineer of the work reserve the right to withdraw or add any of the items/materials/sizes to be procured from the scope of work.

45. TIME FOR COMPLETION The total period of completion is **30 days**.

45.2 The attention of the Bidder is directed to the contract requirement at the time of beginning of the work, the rate of progress and the dates for the whole work and its several parts as per mile stones. The following rate of progress and proportionate value of work done from time to time as will be indicated by the Estate Officer, certificate of the value of work done and completion of mile stones will be required. Date of commencement of their programme will be the date of concluding agreement.

45.3 After signing the agreement, the contractor shall forthwith begin the work, shall regularly and continuously proceed with them.

45.4 RATE OF PROGRESS.

The Total Period Of Completion of work is **30 days** from the date of after work programme to achieve the milestones

MILE STONE PROGRAMME

Name of work:: Providing Internal Refurbishment for Head Room at HRS, Venkataramannagudem, West Godavari District.

(1)	Mile Stone -I	Up to 15 Days	50% value of the work
(2)	Mile Stone -II	Up to 30 Days	100% value of the work

45.5 The contractor shall commence the works within the period specified under condition 45.1 above after the receipt by him of written order to this effect from the Dr.YSRHU, V.R.Gudem and shall proceed with the same with due expedition and without delay, except as may be expressly sanctioned or ordered by the Estate Officer, Dr.YSRHU, V.R.Gudem, or be wholly beyond the contractor's control.

45.6 Delays in commencement or progress or neglect of work and forfeiture of earnest money, security deposit and withheld amounts:

If, at any time, the Estate officer shall be of the opinion that the contractor is delaying commencement of the work or violating any of the provisions of the contract or contractor is neglecting or delaying the progress of the work as defined by the tabular statement. "Rate of progress" in the articles of agreement, he shall so advise the contractor in writing and at the same time demand compliance in accordance with conditions of bid notice/bid document/Agreement. If the contractor neglects to comply with such demand within seven days after receipt of such notice, it shall then or at any time thereafter, be lawful for the Estate Officer to take suitable action in accordance with Clause 60 of APSS.

45.7 Suspension of works by the contractor:

If the contractor suspend the works, or sublet the work without sanction of the Engineer-in-Charge, or in the opinion of the Estate Officer neglect or fail to proceed with due diligence in the performance of his part of the contract as laid down in the schedule rate of progress, or if he continue to default or repeat such default in the respects mentioned in clause 27 of the APSS, Estate Officer shall take action in accordance with clause 61 of APSS.

45.8 Warranty Period / Defects liability

Period: All the items shall carry a warranty of 2 years or 24 months or as prescribed in the rules. The damaged / items with defects shall be replaced with new item(s) at the own cost of the Manufacturer / Contractor /Firm.

46 Field Inspections:

To ensure the quality of the supply, The Technical Committee **or** Team nominated by the Estate Officer, Dr.YSRHU **or** Third Party QC shall inspect to the manufacture unit during the production or at the time of dispatch to schools. If any defects are noticed by the committee and shall reject the consignment and it should be replaced with agreement prescribed specifications.

45.6.1 Delays and Extension of Time: No claim for compensation on account of delays or hindrances to the work from any cause whatever shall lie, except as hereafter defined. Reasonable extension of time will be allowed by the Estate Officer, Dr.YSRHU, for any additional number of units that may be ordered and for unavoidable delays, such as may result from causes, which in the opinion of the Estate Officer, Dr.YSRHU, V.R.Gudem, and are undoubtedly beyond the control of the contractor. The Chief Engineer/Managing Director,, Dr.YSRHU, V.R.Gudem shall assess the period of delay hindrance caused by any written instructions issued by him.

48 LIQUIDATED DAMAGES

48.1 If for any reason, which does not entitle the contractor to an extension of time, the rate of progress of works, or any section is at any time, in the opinion of the Estate Officer, Dr.YSRHU, V.R.Gudem. too slow to ensure completion by the prescribed time or Bid time for completion the Estate Officer, Dr.YSRHU, V.R.Gudem shall so notify the contractor in writing and the contractor shall there upon take such steps as are necessary and the the Estate Officer, Dr.YSRHU, V.R.Gudem may approve to expedite the progress so as to complete the works or such section by the prescribed time or such steps. If, as a result of any notice given by the the Estate Officer, Dr.YSRHU, V.R.Gudem under this clause the contractor shall seek the the Estate Officer, Dr.YSRHU, V.R.Gudem permission to

do any work at night or on Sundays, if locally recognized as days of rest, or their locally recognized equivalent, such permission shall not be unreasonably refused.

48.2 If the contractor fails to complete whole of the works or any part thereof or section of the works within the stipulated periods of individual mile stones (including any bonafide extensions allowed by the competent authority levying liquidated damages), the the Estate Officer, Dr.YSRHU, V.R.Gudem may without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages , a sum equivalent to **0.5 percent** of the delivered price of the delayed Goods or unperformed Services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of **10% of the delayed Goods (or) Services contract price**, not as a penalty from any money in his hands due or which may become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works, or form any other of his obligations and liabilities under the contract. Once the maximum deduction is reached, the University may consider termination of the Contract.

49 The Estate Officer, Dr.YSRHU, V.R.Gudem reserves the right to reject any or all the Bids without assigning any reasons thereof.

50 Preference in the selection from among Bids will be given, other things being equal to those who are themselves professionally qualified or who undertake to employ qualified men at their cost to look after the work and to those who in the opinion of the Bid accepting authority possess the required tools plants and machinery required for the completion of the work in time to his end. The Bidder must furnish carefully and accordingly the list of equipment available with them for executing the work in the schedule given in additional information to be furnished by the contractor. The Bidder should therefore state in clear terms whether they are professionally qualified or whether they under take to employ technical staff and if so give the professional qualifications of the staff to be employed.

Inspections and Tests.

51.1 The University shall have the right to inspect and / or to test the Goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representatives retained for these purposes.

51.2 The inspections and tests may be conducted in the premises of the supplier at point of delivery and/or at the goods final destination. Where conducted on the premises of the supplier all reasonable facilities and assistance including access to drawings and production data shall be furnished to the inspectors at no charge to the University.

- 51.3 Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make alternatives necessary to meet specifications, requirements free of cost to the University.
- 51.4 The University's right to inspect test and where necessary reject the goods after the goods arrival at site and shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the University or its representative prior to the goods shipment from the country of origin.
- 51.5 Nothing in clause 51 shall in any way release the supplier from any warranty or other obligations under this contract.

52 PAYMENT OF BILLS.

- 52.1** Initially 75% of payments will be made after completion of delivery to each school point after deduction of statutory and all applicable taxes of State and Central Governments. Out of the remaining 25%, 20% of payment will be made after completion of the inspection duly retaining 5% as Performance Security. Out of such retention amount, 50% (2.5% of 5%) shall be retained till completion of furniture supplies and the balance 50% (2.5% of 5%) shall be retained till the end of defects liability period of (3) years.
- 52.2 A University Level Committee consisting of the following officers will check the material supplied by the Firm/Agency and satisfy themselves that the materials is of the same quality and of the same specifications of the master sample provided by the Firm/Agency. The Committee will check at least 25% of supplies at random District and certify the quality of supplies.
- i. Executive Engineer, Dr.YSRHU, V.R.Gudem.
 - ii. One member nominated by the HoD, user organization. (User Station).
- 52.3 Payments shall be adjusted for recovery of advance payments, liquidated damages in terms of bid conditions and security deposit for the due fulfillment of the contract. Payment will be made to the contractor under the certificate to be issued at reasonably frequent intervals by the Estate Officer, and intermediate payment will be the sum equal to 92½% of the value of work done as so certified and balance of 7½% will be withheld and retained as security for the due fulfillment of the contract under the certificate to be issued by the Estate Officer. On completion of the entire works the contractor will receive the final payment of all the moneys due or payable to him under or by virtue of the contract except earnest money deposit retained as security and a sum equal to 2½ percent of the total value of the work done. The amount withheld from the final bill will be retained under deposits and paid to the contractor together with the earnest money deposit retained as security after a period of 24 **months** as all defects shall have been made good according to the true intent and meaning thereof.

- 52.4 In case of over payments or wrong payment if any made to the contractor due to wrong interpretation of the provisions of the contract, APSS or contract conditions etc., such unauthorized payment will be deducted in the subsequent bills or final bill of the work or from the bills under any other contracts with the Government/University or at any time thereafter from the deposits available with the Government/. University.
- 52.5 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 contractor shall be recovered from any bill or deposits of the contractor.
- 52.6 No claim shall be entertained, if the same is not represented in writing to the Engineer-in-Charge within 15 days of its occurrence.
- 52.7 The contractor is not eligible for any compensation for inevitable delay in handing over the site or for any other reason. In such case, suitable extensions of time will be granted after considering the merits of the case.
- 53 Contractor shall not be eligible to Bid for works where any of their near relatives are employed in the rank of Assistant Engineer or Assistant Executive Engineers and above on the Engineering side and Divisional Accounts Officer and above on the administrative side. The contractor shall intimate the names of persons who are working with them in any capacity or are subsequently employed.

Note : NEAR RELATIVES INCLUDES

- 1) Sons, step sons, daughters and step daughters.
- 2) Son-in-law and daughter-in-law.
- 3) Brother-in-law and sister-in-law.
- 4) Brothers and Sisters.
- 5) Father and Mother.
- 6) Wife / Husband.
- 7) Father-in-law and Mother-in-law.
- 8) Nephews, nieces, uncle and aunt.
- 9) Cousins and
- 10) Any person residing with the contractor.

53.1 The Contract will be cancelled if either the contractor themselves or any of their employees is found to be Gazetted Officer who retired from service and had not obtained permission from the Government for accepting the contractor's employment within a period of 2 years from the date of his retirement.

54 Termination for Default

54.1 The University may, without prejudice to any other remedy for breach of contract by written notice of default sent to supplier, terminate the contract in whole or part:

- a) if the supplier fails to deliver any or all of the goods/ item(s) within the time periods specified in the contract or any extension thereof granted by the University pursuant.
 - b) if the supplier, supplies goods/item(s) of inferior quality or with specification(s) and quality other than the specifications specified in the Bill of Quantities
 - c) if the supplier fails to perform any other obligations under the contract.
- 54.2 In the event the University terminates the contract in whole or in part, the University may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the supplier shall be liable to the University for any excess cost for such similar Goods. However, the supplier shall continue the performance of the contract to the extent not terminated.

55 Force Majeure

- 55.1 Notwithstanding the provisions of clauses 47, 48 & 54, the supplier shall not be liable for forfeiture of its performance security liquidated damages or termination or default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- 55.2 For purposes of this clause "Force Majeure" means an event beyond the control of the supplier and not involving the suppliers fault or negligence and not foreseeable. Such events may include but are not limited to, acts of the University either in its sovereign or contractual capacity, wars or revolutions, floods, epidemics, quarantine restrictions and freight embargoes.
- 55.3 If a force majeure situation arises, the supplies shall promptly notify the University in writing of such conditions and cause thereof. Unless otherwise directed by the University in writing the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

56 Termination for Insolvency

The University may at any time terminate the contract by giving written notice to the supplier, if the supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the University.

57 Termination for Convenience

- 57.1 The University, may by written notice sent to the supplier terminate the contract, in whole or in Part at any time for its convenience. The notice of termination shall specify that termination is for the University convenience the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

58 Settlement of disputes

- 58.1 The University and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- 58.2 If any dispute or difference of any kind whatsoever shall arise between the University and the contractor in connection with, or arising out of the contract, of the execution of the works, whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the Contract, it shall in the first place be referred to and settled by the Estate Officer, Dr.YSRHU, V.R.Gudem who shall, within a period of thirty days after being requested by the contractor to do so, give written notice of his decision to the contractor. Upon receipt of the written notice of the decision of the Estate Officer the contractor shall promptly proceed without delay to comply with such notice of decision.
- 58.3 If the Estate Officer fails to give notice of his decision in writing within a period of thirty days after being requested or if the contractor is dissatisfied with the notice of the decision of the Engineer-in-Charge, the contractor may within thirty days after receiving the notice of decision appeal to the Estate Officer, Dr.YSRHU, V.R.Gudem, concerned who shall offer an opportunity to the contractor to be heard and to offer evidence in support of his appeal, the Estate Officer, Dr.YSRHU, V.R.Gudem, concerned shall give notice of his decision within a period of 15 days after the contractor has given the said evidence in support of his appeal, subject to arbitration, as hereinafter provided. Such decision of the Estate Officer, Dr.YSRHU, V.R.Gudem, concerned in respect of every matter so referred shall be final and binding upon the contractor and shall forthwith be given effect to by the contractor, who shall proceed with the execution of the works with all due diligence whether he requires arbitration as hereinafter provided, or not. If Estate Officer, Dr.YSRHU, V.R.Gudem, concerned has given written notice of his decision to the contractor and no claim to arbitration, has been communicated to him by the contractor within a period of thirty days from receipt of such notice the said decision shall remain final and binding upon the contractor. If the Estate Officer, Dr.YSRHU, V.R.Gudem, concerned fail to give notice of his decision, as aforesaid within a period of thirty days after being requested as aforesaid, or if the contractor be dissatisfied with any such decision, then and in any such case the contractor within thirty days after the expiration of the first named period of thirty days as the case may be, require that the matter or matters in dispute be referred to arbitration as detailed below:-

Settlement of Claims:

Settlement of claims for Rs. 50,000/- and below by arbitration.

All disputes or difference arising of or relating to the Contract shall be referred to the adjudication as follows:

- a) Claims up to a value of Rs. 10,000/-: Estate Officer, Dr.YSRHU, V.R.Gudem
- b) Claims above Rs.10,000/- and up to Rs.50,000/-: Estate Officer, Dr.YSRHU, V.R.Gudem.

The arbitration shall be conducted in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any statutory modification thereof.

The arbitrator shall state his reasons in passing the award.

Settlement of Claims:

Claims above Rs.50,000/-.

All claims of above Rs.50,000/- are to be settled by a Civil Court of competent jurisdiction by way of civil suit and not by arbitration.

A reference for adjudication under these clauses shall be made by the contractor within six months from the date of intimating the contractor of the preparation of final bill or his having accepted payment whichever is earlier.

59 Governing Language

59.1 The contract shall be written in English language, as specified by the purchaser in the instructions to bidders. Subject to clause 30, English language version of the contract shall govern.

60 Applicable law

60.1 The contract shall be interpreted in accordance with the laws of the union of India and the legal jurisdiction is Vijayawada

61 Notices

61.1 Any notices given by one party to the other pursuant to the contract shall be sent in writing and confirmed in writing to the address specified for that purpose in the special conditions of the contract. A notice shall be effective when delivered or on the notices effective date, whichever is later.

62 Taxes and duties

62.1 The rates quoted by the bidder shall be exclusive GST in regard to the deduction of such taxes at source as per applicable law.

63 The bidder submitting the Bid, should have the valid Registration certificate with the Government

64 The Bidder should submit the Hard copy of Processing fee DD along with the tender document for an amount of **Rs.500.00** in favour of the Executive Engineer, Dr.YSRHU, Venkataramannagudem, Payable at Tadepalligudem (from any Nationalized Bank)

65 The Bidder should submit the Hard copy of EMD DD along with the tender document for an amount of **Rs.4,298.00** in favour of the PAO(W&P), Eluru, Payable at Tadepalligudem (from any Nationalized Bank)

- 66 The Successful Bidder should furnish a copy of valid GST registration certificate.
- 67** The Bidder / Supplier should furnish copy of Permanent Account Number (PAN) and proof of submission of the latest income tax returns acknowledgement for the assessment year **2017-18**.

QUALIFICATION INFORMATION

Annexure –I

CHECK SLIP TO ACOMPANY THE BID

Documents to be signed by bidder Along with the Tender Document

Sl. No	Document to be uploaded to profile	Documents to be Submitted	Page No. (see Note below)
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>
1	The bidder submitting the Bid, should have the valid Registration certificate with the Government	Yes / No	
2	Processing fee DD along with the tender document for an amount of Rs.500.00 in favour of the Executive Engineer, Dr.YSRHU, Venkataramannagudem, Payable at Tadepalligudem	Yes / No	
3	EMD DD along with the tender document for an amount of Rs.4,289.00 in favour of the PAO(W&P), Eluru, Payable at Tadepalligudem	Yes / No	
4	The Successful Bidder should furnish a copy of valid GST registration certificate.	Yes / No	
5	The Bidder / Supplier should furnish copy of Permanent Account Number (PAN) and proof of submission of the latest income tax returns acknowledgement for the assessment year 2017-18 .	Yes / No	
6	Information on litigation history	Yes / No	
7	Declaration in stating that the copies submitted by them are genuine and correct to their knowledge	Yes / No	

Note:-

- 1) Documents shall be submit along with the Tender Document with suitable description as defined above.
- 2) Shall sign on all statements, documents, certificates owning responsibility for their correctness/authenticity.
- 3) All the statements, copies of the certificates, documents etc., enclosed to the technical bid shall be signed by the bidder and given page numbers on the right corner of each certificate, which will be indicated in column (5) against each item. The statements furnished shall be in the prescribed formats appended to the bid document.
- 4) The information shall be filled-in by the bidder in the checklist and statements-I to IV and shall be enclosed to the technical bid for the purposes of verification as well as evaluation of the bidder's compliance to the qualification criteria as provided in the bid document. All the certificates, documents, statements as per check-list shall be submitted by the bidder.

DECLARATION

I/We have gone through carefully all the bid conditions and solemnly declare that I/We will abide by any penal action such as disqualification or black listing or determination of contract or any other action deemed fit, taken by the Department against me/us if it is found that the statements, documents, certificates produced by me/us are false/fabricated.

I/We hereby declare that, I/We have not been blacklisted/debarred/suspended/demoted in any department in Andhra Pradesh and Telangana or in any State / Central Government / State or Central Government undertakings due to any reasons.

SIGNATURE OF BIDDER

STATEMENT – I.

Maximum value of furniture supplied to any Government Educational Institution(s) / Government Hostels / Government Hospitals / Government Organizations of state and/or central and to any Private Organizations in any one year of the **last (3) Financial years** by the Bidder. Note:: (*updated to the current financial year **2016-17**).

Sl. No.	Financial Year	Value in Rs.	Updated Value in Rs. To the current Financial year 2017- 18
1)	2014-2015		
2)	2015-2016		
3)	2016-2017		

Signature of the Bidder.

NOTE::The bidder shall submit hard copies of all the documents shall be submitted to the Estate Officer, Dr.YSRHU, V.R.Gudem along with required original EMD and tender Processing fee for so as to reach the Estate Officer, Dr.YSRHU, V.R.Gudem, latest by 3.30 PM on 09.02.2018.

Signature of the Bidder.

UNDERTAKING OF BIDDER

Date:

To:

The Estate Officer

Dr.YSRHU

Sir,

I/We do hereby bid and if this bid be accepted, I/We undertake to execute the following work viz., **Providing Lab Furniture at HRS, Vijayrai, West Godavari District.** as shown in the Statement drawings and described in the specifications available in online in the University Official Website and also in the office of the Estate Officer, Dr.YSRHU, with such variations by way of alterations or additions to, and omissions from the said works and method of payment as provided for in the "conditions of the contract" for the sum of Rs. -----/-(Rupees -----) -----) or such other sum as may be arrived under the clause of the standard preliminary specifications relating to "payment on lump-sum basis or by final measurement at unit rates"

I/WE have also quoted item wise rates (in words and figures) for which I/We agree to execute the work when the lump sum payment under the terms of the agreement is varied by payment on measurement quantities. The rates quoted in figures and words in online shall only prevail.

I/WE agreed to keep the offer in this bid valid a period of three months mentioned in the bid notice and not to modify the whole or any part of it for any reason within above period. If the bid is withdrawn by me/us for any reasons whatsoever, the earnest money paid by me/us will be forfeited to University.

I/WE hereby distinctly and expressly, declare and acknowledge that, before the submission of my/our bid I/We have carefully followed the instructions in the bid notice and have read the A.P.S.S. and the preliminary specifications therein and the A.P.S.S. addenda volume and that I/We have made such examination of the contract documents and the plans, specifications and quantities and of the location where the said work is to be done, and such investigation of the work required to be done, and in regard to the material required to be furnished as to enable me/us to thoroughly understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract, and in the said plans and specifications and distinctly agree that I/We will not hereafter make any claim or demand upon the Government based upon or arising out of any alleged misunderstanding or misconception/or mistake on my/or our part of the said requirement, covenants, agreements, stipulations, restrictions and conditions.

I/WE enclosed to my/our bid a crossed demand draft (No.....Dated:.....) for Rs...../- as earnest money not to bear interest.

I/WE enclosed to my/our bid a crossed Demand Draft (No.Dated:.....) for Rs./- towards Processing fee which is non-refundable.

I/WE shall not assign the contract or sublet any portion of the same.

If MY/OUR bid is successful, and if I/We fail to make the additional security deposit or to enter into the required agreement then I/We agree the forfeiture of the earnest money. Any notice required to be served on me/us here under shall be sufficiently served on me/us if delivered to me/us hereunder personally or forwarded to me/us by post to (registered or ordinary or e-mail or fax) or left at my/our address given herein. Such notice shall if sent by post be deemed to have been served on me/us at the time where in due course of post it would be delivered at the address to which it is sent.

I/WE fully understand that the written agreement to be entered into between me/us and University shall be the foundation of the rights of the both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by me/us and then by the proper officer authorized to enter into contract on behalf of University.

BIDDER'S / CONTRACTOR'S CERTIFICATE:

- (1) I/WE hereby declare that I/We have perused in detail and examined closely the relevant Indian Standard Specifications, APSS. Standard Specifications, all clauses of the preliminary specifications with all amendments and have either examined all the standards specifications or will examine all the standard specifications for items for which I/We bid, before I/We submit such bid and agree to be bound and comply with all such specifications for this agreement which I/We execute in University.
- (2) I/WE certify that I/We have inspected the site of the work before quoting the rates, I/We have satisfied about the quality, availability and transport facilities for all the materials.
- (3) I/WE am/are prepared to furnish detailed data in support of all my quoted rates, if and when called upon to do so without any reservations.
- (4) I/WE hereby declare that I am/We are accepting for the defect liability period as **24 months** instead of 6 months under clause 28 of APSS.
- (5) I/WE declare that I/WE will execute the work as per the mile stone program, and if I/WE fail to complete the work as per the mile stone program abide by the condition to recover liquidated damages as per the bid conditions.
- (6) I/WE declare that I/WE will abide for settlement of disputes as per the bid conditions.

DECLARATION OF THE BIDDER:

- 1) I/WE have not been black listed in any Department/University of State/Central Govt. due to any reasons.
- 2) I/WE have not been demoted to the next lower category for not filing the bids after buying the bid schedules in a whole year and my/our registration has not been cancelled for a similar default in two consecutive years.
- 3) I/WE agree to disqualify me/us for any wrong declaration in respect of the above and to summarily reject my/our bid.

I/WE have gone through carefully all the bid conditions and solemnly declare that I/we will abide by any penal action such as disqualification or black listing or determination of contract or any other action deemed fit, taken by, the University against us, if it is found that the statements, documents, certificates produced by us are false/fabricated.

Address of the bidder:

Phone No:

Fax No:

E-mail:

Signature of the bidder

Note: If the bid is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name and the name and address of each member of the firm shall be given. If the bid is made by a University, it shall be signed by a duly authorized officer who shall produce with his tender satisfactory evidence of his authorization. Such tendering University may be required before the contract is executed, to furnish evidence of its corporate existence. Bids signed on behalf of G.P.A holder will be rejected.

TENDER SCHEDULE

NAME OF THE WORK : PROVIDING LAB FURNITURE AT HRS, VIJAYARAI, WEST GODAVARI DISTRICT.

a) The quantities given here are those upon which the lump sum cost of the work is based, but they are subject to alterations, omissions, deductions or additions, as Provided for in the conditions of the contract and do not necessarily show the actual quantities of work to be done. The unit rates noted below are those governing Payment for extras or deductions or omissions according to the conditions are as set forth in the PS to APSS and other conditions or specifications of this contract.

b) It is to be expressly understood that the measured work is to be taken net (not withstanding, any custom or practice to the contrary) according to the actual quantities placed and finished according to the drawings or as may be ordered from time to time by the Executive Engineer and calculated by measurement or weight at the respective prices without any additional charge for any necessary or contingent works connected there with. The rates quoted are for works in site and complete in every respect.

S.No.	QUANTITY		DESCRIPTION OF ITEMS	APDSS NO	UNIT	(Rs.)	RATE IN FIGURES & WORDS	AMOUNT (Rs.)
1	1.00	Nos(One)	Supply, Transportation and fixing of Island Table of size 4500mm(L) x 1200MM(w) x 900mm(H) material consisting of a)Carcass of 16mm thick malamine resin filled laminated flat pressboard, sealed by PVC edge seals, b) Shutter and drawers should have chemical resistance PVC thermo foil face E1/E2 grade core material the urethane acrylic coating on top of thermo foil is resistant to deformation and scratches pvc, c)Underbench modular consisting of alternative modular with top drawer and bottom cupboard having 1 No of Inner horizontal partition and all the drawers to be provided with locking arrangements and 18mm thick high polished black granite on table and rounding of the edges including all labour charges, transportation charges etc Excluding GST complete for finished item of work.	SS	1 Each	110000.00	(Rupees One lakh ten thousand only)	110000.00

2	1.00	Nos(One)	Supply, Transportation and fixing of L Shape wall table of size (10000mm + 2550mm) (L) X 750mm(W) X 900mm (H) material consisting of a)Carcass of 16mm thick melamine resin filled laminated flat pressboard, sealed by PVC edge seals, b) Shutters and drawers Should have chemical resistance PVC thermo foil face E1/E2 grade core material the urethane acrylic coating on top of thermo foil is resistant to deformation and scratches pvc, c)Underbench modular consisting of alternative modular with top drawer and bottom cupboard having 1 No of Inner horizontal partition and all the drawers to be provided with locking arrangements and providing 18mm thick polished black granite & rounding the edges of the table including all labour charges, transportation charges etc excluding GST complete for finished item of work.	SS	1 Each	150600.00	(Rupees One lakh fifty thousand six hundred only)	150600.00
3	1.00	Nos(One)	Supply, Transportation of revolving chair designed on the principle human engineering thoughtfully contoured back rest with special lumbar cushion to prevent muscular tension. It should have extra wide base and adjustable height and frame structure with M.S tubes and printed with Bisphenol resin including all labour charges, transportation charges etc excluding GST complete for finished item of work.	SS	1 Each	3000.00	(Rupees Three thousand only)	3000.00
4	4.00	Nos(Four)	Supply and Transportation of Stool made out of heavy gauge M.S.Round pipe and finished in Ivory colour epoxy polyester powder coat baked at 180 degrees centigrade and top of the stool of stainless steel circular top including all labour charges, transportation charges etc excluding GST complete for finished item of work.	SS	1 Each	2800.00	(Rupees Two thousand eight hundred only)	11200.00

5	5.00	Nos(Five)	Supply, Transportation and fixing of Ground mounted cupboard of size 900mm (L) X 450mm (W) X 1800mm (H) material consists of a)Carcass of 16mm thick malamine resin filled laminated flat pressboard, sealed by PVC edge seals, b)Shutters and drawers should have chemical resistance pvc thermo foil face E1/E2 grade core material the urethane acrylic coating on top thermo foil is resistant to defomation and scratches pvc should have front glass door and 4nos of horizontal partitions and providing locking system including all labour charges, transportation charges etc but excluding GST complete for finished item of work.	SS	1 Each	15000.00	(Rupees Fifteen thousand only)	75000.00
6	2.00	Nos(Two)	Supply, Transportation of Vertical storage cupboard of size 900mm (L) X 750MM (W) x 1800mm (H) material consists of a) CARCASS of 16mm thick malamine resin filled laminated flat pressboard, sealed by PVC edge seals, & providing Horizontal Partitions 6 Nos and Vertical Partitions 3nos vertical drawer should have wheels for smooth running purpose, index card should be provided for identification of materials and each drawer should have locking facility including all labour charges, transportation charges etc but excluding GST complete for finished item of work.	SS	1 Each	40000.00	(Rupees Forty thousand only)	80000.00
					Total			429800.00
TOTAL ITEMS SIX (6) ONLY								
<i>(RUPEES FOUR LAKHS TWENTY NINE THOUSAND EIGHT HUNDRED ONLY)</i>								

PRICE BID

BIDDER OFFER FOR THE PART – 1 OF SCHEDULE “A”

NAME OF THE WORK:

I offer to undertake the execution of the above work at an overall percentage of

<p>(In figures) % _____ (In words) %</p> <p style="text-align: center;">Excess / Less / At Estimated Rates</p>

Over Estimate contract value of the work shown in Schedule – A (Part-1)

Please strike down which is not applicable

Note: If there is any difference between the figures and wording, the percentage quoted in words will be prevailing.