Dr Y.S.R. Horticultural University

From Scientist (Pl.Pathology) Horticultural Research Station Ambajipeta-533214 East Godavari district

To
The Registrar,
Dr. Y S R Horticultural University,
Administrative Office,
Venkatramannagudem.

//Through Proper channel//

Sir.

Sub: HRS, Ambajipeta – CDB TMOC - "Large scale production and demonstration of native biocontrol agents viz. *Trichoderma sp*, *Pseudomonas* sp against coconut disease viz., Ganoderma wilt, stem bleeding and bud rot diseases in Andhra Pradesh" – Tender notice reuploading in Dr.YSRHU website – permission for extension of time period – Request - Reg.

Ref: 1.Memo No.6307/Res.I/2021, Dated: 04.10.2021 of the Director of Research, Dr.YSRHU, VRGudem.
2. Bid ref.NIT No.1/HRS, Ambajipet, 2021-22, dated 22-10-2021

As per the ref.1&2 above cited, the permission has been accorded to call for open tenders for the lab equipment pertaining to CDB TMOC Project - "Large scale production and demonstration of native biocontrol agents viz. *Trichoderma sp*, *Pseudomonas* sp against coconut diseases *viz.*, Ganoderma wilt, stem bleeding and bud rot diseases in Andhra Pradesh" advertised on 22.10.2021 with a due date 8.11.2021. However we received only one prospective bid document by the end of closing date *i.e* 8.11.2021. Further as per the audit rules it is not sufficient for opening the tender documents. In this regard, it is request to extend the time period for next ten days with a closing date of 23.11.2021 by 3.00 pm to enable the more participants for bidding. Hence, the necessary arrangement may kindly be made to upload the tender notice once again with an extended time period in the University website for the wider publicity.

Yours faithfully

Scientist (PI.Path) & 9(11/2) PI, CDB-TMOC Project HRS, Ambajipeta

Encl: Bid Document.

Copy submitted to the Director of Research, Dr.YSRHU, Venkataramannagudem, W.G.Dist. for favour of kind information

Copy submitted to the Principal Scientist (Hort.) & Head, HRS, Ambajipeta for favour of kind information and <u>necessary action</u>

Endt.No. C2/175 /CDB-TMOC Project/Tender Notice /2021-22, Dt. 9.11.2021

1-exests 3/11

- Forwarded -

Principal Scientist (Hort) & Head Horticultural Research Station

AMBAJIPETA-533 214 East Godavari Dist. A.P

9/11/102/

Dr. Y. S. R. HORTICULTURAL UNIVERSITY VENKATARAMANNAGUDEM – 534 101

BID DOCUMENT FOR SUPPLY and INSTALLATION of Equipment for CDB -TMOC Project

at Horticultural Research Station, Ambajipeta, East Godavari dist.,



Dr. Y. S. R. HORTICULTURAL UNIVERSITY HORTICULTURE RESEARCH STATION, AMBAJIPETA - 533 214, EAST GODAVARI DISTRICT ANDHRA PRADSEH

Dr. Y S R HORTICULTURAL UNIVERSITY ADMIN. OFFICE- V R GUDEM, West Godavari Dist.

Tender Notice No : NIT No: 01/HRS, Ambajipet/2021-22,

Dated: 22-10-2021

Date of Commencement of : 12-11-2021 AT 05.00 PM

Downloading of the bid document

Last date for receipt of bids. : 23-11-2021 AT 3.00 PM

at Principal Investigator,

Scientist (Pl.Path) HRS, Ambajipeta. TIME AND DATE OF

and opening of Technical bid at

Presentation of Detailed Project Report : 22-11-2021 AT 3.00PM

Scientist [Pl.Pathology] HRS, Ambajipeta

ADDRESS FOR COMMUNICATION:

The Scientist [Pl.Path] & PI, CDB-TMOC Project HRS, Ambajipeta

Mobile No: 7382633653; 08856 243847

email: hrs-ambj@drysrhu.edu.in

The tender document containing terms and conditions for the execution of this project along with specifications and EMD to be paid are appended.

Invitation for Bids

- I) The location of the site is at Horticultural Research Station, Ambajipeta, East Godavari District of Andhra Pradesh.
- II) Bids are invited from internationally reputed manufacturers/their authorized representatives only, for the equipment listed below. The authorized representative must attach an authorization letter from the manufacturers along with the tender without which the tender will be rejected (for further reference please refer point 16 in Annexure I (Part-I).
- III) The required land, buildings, water and power connection will be provided by the University and the bidder has to supply equipment and carry out installation as per the approved tender schedule. Successful trial run and maintaining the equipment supplied for 12 months including all maintenance and duly rectifying all defects during the above

- period, at the cost of bidder. For some of the equipment where guarantee period was mentioned specifically for two years will be mandatory.
- IV) The bidders are also required to furnish their previous experience certificate for the supply of similar equipment.
- V) The installation of equipment must be carried out as per the standard specifications under the supervision of concerned authorities of H.R.S, Ambajipeta and has to be got certified by him, duly handing over all warranty certificates for the said equipment.
 - 1. All bidders must quote equipment wise, otherwise bid will be summarily rejected.
 - 2. All local taxes to be paid to the government shall be included in the price quoted as F.O.R. destination.
 - 3. Any custom duty applicable shall be paid by the vendor and the same will be reimbursed to the vender against submission of proof of duty payment.
- VI) The bids should be submitted with in time specified at the office of Scientist (Plant Pathology) & Principal Investigator, CDB TMoC Project "Large scale production and demonstration of native biocontrol agents viz. *Trichoderma* Sp, *Pseudomonas* Sp against coconut disease viz., Ganoderma wilt, stem bleeding and bud rot diseases in Andhra Pradesh" for the year 2021-22 Horticultural Research Station, Ambajipeta, East Godavari District along with **EMD** as specified here under against each item.

S.No	Equipment	EMD Amount to be paid (in Rupees)
1.	Fermentor	20000
2.	Mixer	17500
3.	Pulverizer	17500

Note: For all the above items from 1 to 3, the processing fee will be Rs.5,000/- (irrespective of the number of items quoted.

Bidders must pay the Earnest Money Deposit (EMD) amount and the Processing Fee specified as above against the item in the form of crossed Demand Drafts separately drawn in favour of <u>The Comptroller</u>, <u>Dr YSRHU</u>, <u>Venkataramannagudem</u>, <u>Tadepalligudem</u> payable at Union Bank of India/ any nationalized bank, Tadepalligudem. The processing fee is non-refundable and tender documents without EMD or Processing fee will be rejected.

- VII) Specifications given are indicative and the tender is to give a detailed description and specifications for each equipment. The same would be given weightage in finalizing the tender.
- VIII) The equipment to be supplied by the tenderers should be branded and meet the quality standard as per the existing norms. Period of warranty shall be 1 year from the date of supply as demanded in the tender.

IX) The bids invited on two-part basis, the Bidder shall seal the technical bid and the priced bid in two separate envelops duly marked as "Technical bid" and "price bid". Both the envelopes shall then be sealed in one outer envelope.

All bids must be accompanied by a bid security / Earnest Money Deposit as specified in the tender details and must be delivered to the above office at the date and time indicated above. Bids will be opened in the presence of Bidders' authorized representatives who choose to attend on the specified date and time. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed time.

- X) YSR Horticultural University reserves the right to accept any or all tenders either in part or in full or to split the order without assigning any reasons therefore.
- XI) The specifications and other conditions prescribed in Annexure III of thisTender shall also be treated as part of these tender documents for all purposes.

TERMS OF PAYMENT:

1) Against the delivery of complete equipment and	100% of the project cost.
installation.	

- XII) At the time of awarding the contract the University reserves the right to insist Performance guarantee security for a warranty period of one year at the rate of 10% by way of Bank guarantee on the total order value, and the same will be released after warranty/agreement period of one year expires and in case the performance is bad or the equipment is not working to the satisfactory level, the company will forfeit the performance guarantee deposit.
- XIII) This Invitation for Bids is open to all suppliers.

Bidders who have been blacklisted / suspended by the purchaser or sister concerns are ineligible to quote. The quotes of such firms shall be summarily rejected. Prices shall be quoted in Indian Rupees for all offers as FOR –DESTINATION BASED and in case of offers received for supply from foreign countries may comply the offers to a convertible to Indian currency and customs duty as applicable to each item be given separately for parity during evaluation

ELIGIBILITY CRITERIA

- (1) The preference would be given to manufacturer with experience of having supply of similar equipment's in reputed Agricultural Universities / State Department of Horticulture / ICAR institutes / private organizations.
- (2) Certificate from the project client for award of contract and supply of equipment in original or its notarized copy for each equipment claimed to be submitted.
- (3) The company bidding should be in the industry for at least 5 years in the same field. Tenderers should have authorized dealer certificate/manufacturing (Please attach certificate).
- (4) Tenderers should have total turnover of at least Rs.1crore or above for supply of similar equipment's. Audited financial statements duly certified by chartered accountant for the last three financial years ending March, 31st, 2020 should be submitted.

(5) The buyer reserves the right to evaluate the tender on Technical Presentation/ capabilities and is not bound to accept lowest tender / quotations.

Evaluation of Bid:

- 1) The Technical BidDocuments will be opened first and evaluated by the Tender Committee. Financial Bid Documents of only those bidders will be opened who have qualified in Technical Bid.
- 2) The Competent Authority reserves the right to accept or reject any tender without any reason thereof.
- 3) Prices to be quoted on FOR basis including all taxes including VAT/freight/installation/commissioning/trial/training charges etc. in Indian rupees.
- 4) It is necessary to submit all the relevant documents like Pan Card, ISO Certification, VAT/Sales Tax Registration, Authorized dealer of a reputed company, Certificate of Incorporation / Partnership Deed.
- 5) Tenderer should submit the copies of Purchase Orders in support of their genuineness in supplying of equipment's in reputed Universities / Colleges / Departments / Institutes/private organizations. The tenderer should submit users list for the last 5 years.

DISQUALIFICATION:

The EOI may, at its own sole discretion, at any time during the EOI process, disqualify any Interested party from the EOI process if:

- (a) The response to the tender is submitted after the dead line for submission.
- (b) The Interested Entity has made misleading or false representation in the forms, statements, attachments submitted in proof of eligibility.
- (c) The tender is not accompanied by required documentation.
- (d) The Interested Entity failed to provide clarifications related thereto, when sought.

Annexure – I (Part I)

TECHNICAL BID: filling up of Proforma

The technical bid shall accompany with the enclosures for components as per proforma prescribed and is attached with the documental on with the details as under:

S.No.	Intervention/Component	Annexure
		(With page nos.)
1	Company Profile	
2	Past Experience of manufacturer with certificates/ work	
	order/ completion etc.	
3	No. of years of experience in this field	
4	Past experience in supply of equipment	
5	Experience of Engineers/ technician and the capacity for	
	service with service center	
6	Financial Strength of the Firm	
7	Office details	
8	GST, CST registration	
9	Any others as specified in the general bid document	

General Terms & Conditions:

- 1. Technical quote / bid and price quote / bid, should be submitted separately.
- 2. A compliance statement in detail for each individual technical parameters / component of each instrument including warranty etc. as given in each instrument should be prepared by the vendor in the Technical Bid.
- 3. Taxes, if any, should be mentioned clearly to arrive at for Scientist [Plant Pathology] & PI, CDB TMOC Project "Large scale production and demonstration of native biocontrol agents viz. *Trichoderma sp, Pseudomonas* sp against coconut disease viz., Ganoderma wilt, stem bleeding and bud rot diseases in Andhra Pradesh", Horticultural Research Station, Ambajipeta, East Godavari District payable at Union Bank of India, Ambajipeta (tax rate and tax amount, tax wise & customs duties as applicable).
- 4. Each firm should submit separately technical specifications as at serial no.2 in one single envelope technical quote. However, the price bids for every equipment quoted with the offer should be submitted separately for each equipment.
- 5. Validity of quotations/tenders should be at least 3 months from last date of receipt of quotations/tenders.
- 6. Product brochures should be enclosed for each equipment.
- 7. Warranty: minimum of 1 year for each instrument, from date of installation.
- 8. Make and Model should be mentioned clearly.
- 9. Name of the customer/s with telephone, e-mail ID should be given, for each instrument, separately.
- 10. The service network team / persons with contact numbers, mailing address, e-mails preferably in AP should be given for each instrument separately.

- 11. If the instrument is imported, the supplier should take all responsibilities for clearing, duties, delivery etc., Scientist (Plant Pathology) & PI, CDB TMOC Project "Large scale production and demonstration of native biocontrol agents viz. *Trichoderma sp, Pseudomonas* sp against coconut disease viz., Ganoderma wilt, stem bleeding and bud rot diseases in Andhra Pradesh" Horticultural Research Station, Ambajipeta, East Godavari District will not hold any responsibilities in this regard.
- 12. Installation should be at free of cost.
- 13. Training to be provided at free of cost.
- 14. All the supplies should be through authorized dealer / distributor in AP (Authorized dealer / distributor certificate should be enclosed along with quotations/tenders).
- 15. All quotations / tenders for each instrument should have compliance report as per the specifications mentioned point wise.
- 16. For all imported equipment's, the supplier holds the responsibility for clearance, and delivery to the destination at Horticultural Research Station, DRYSRHU, Ambajipeta, East Godavari District. Dr.YSRHU will issue customs exemption certificate as applicable and as available at the time of clearance. The customs duty if any incurred by the vendor will be reimbursed against the submission of necessary documents.
- 17. All the instruments should be delivered at Scientist (Plant Pathology) & PI, CDB TMOC Project "Large scale production and demonstration of native biocontrol agents viz. *Trichoderma sp*, *Pseudomonas* sp against coconut disease viz., Ganoderma wilt, stem bleeding and bud rot diseases in Andhra Pradesh" Dr. Y.S.R Horticultural University, Horticultural Research Station, Ambajipeta, East Godavari District at free of cost or the price quoted should include the delivery charges, if any. No additional charges will be paid by Horticultural Research Station, Ambajipeta, East Godavari District, and Dr.Y.S.R.H.U towards delivery and installation.
- 18. All instruments should be supplied along with hard copies of operating manual and soft copies in CD / DVD / flash drive, wherever required.

The Dr. Y.S.R.H.U reserves the right to verify the claims made by the Bidder and to carry out the capacity assessment of the bidder and Dr Y.S.R.H.U decision shall be final in this regard.

Annexure—I (Part—II) "DECLARATIONOF THE BIDDER"

- 1) That I/We am/are the authorized nominee (s) of the firm hereby submit tender to Scientist (Plant Pathology) & PI, CDB TMOC Project "Large scale production and demonstration of native biocontrol agents viz. *Trichoderma sp*, *Pseudomonas* sp against coconut disease viz., Ganoderma wilt, stem bleeding and bud rot diseases in Andhra Pradesh", Dr. Y.S.R Horticultural University, Horticultural Research Station, Ambajipeta, East Godavari District, Andhra Pradesh. The copy of the power of Attorney is attached here with.
- 2) I am to state that the information provided in the tender form is true and correct
- 3) I/We may be punished as per law for any wrong information, misleading facts provided in the tender form besides rejection of my/our tender.
- 4) In case of any dispute, the Jurisdiction will be Kakinada, East Godavari District only.
- 5) I/We have carefully read all the general and specific terms and conditions of the tender and I solemnly declare that the same are acceptable to me/us and binding on me/us.

Signature of Bidder :

		C	
Date :			
Name of Bidder :			
Capacity in which signed	:		
Full address of the Bidder	:		With seal & stamp:
(Attach Identity card Xerox)			Phone No.:
Mobile No.	:		

Place

Annexure- II (Part I) TECHNICAL SPECIFICATIONS

Commercial Bid Proforma (This should be enclosed in envelope No.2) (In. Rs.)

S.No	Equipment
1.	Fermentor
2.	Mixer
3.	Pulverizer

Annexure-II (Part -II)

(This should been closed in envelope No.2)

Specifications of tender cost for supply of equipment for Scientist (Plant Pathology) & PI, CDB – TMOC Project - "Large scale production and demonstration of native biocontrol agents viz. *Trichoderma sp, Pseudomonas* sp against coconut disease viz., Ganoderma wilt, stem bleeding and bud rot diseases in Andhra Pradesh", Dr. Y.S.R Horticultural University, Horticultural Research Station, Ambajipeta, East Godavari District, Andhra Pradesh

Specifications of the Fermenter

1.

Specifications of the fermenter with 25 lit of working volme		
Working capacity	25L	
Total Volume	36L	
Top plate	SS 316	
Body	Electro-polished SS 316	
Thickness	4mm	
Jacketed	Yes	
Jacket M.O.C	SS 304	
Jacket thickness	4mm	
Jacket Insulated	No	

Agitation

<u>u</u>	
Location	Тор
Туре	Mechanically coupled to the shaft
Seal	Single Mechanical Seal
Installed power	0.5HP
Rotating speed (rpm)	40 to 600rpm
- Rushton turbine (Welded to the shaft)	2 nos.
Mechanical Foam Breaker	1 no.

Ports

Top Plate Port	4nos	
(Air Outlet, Pressure gauge, Safety Valve, View Glass with illumination)		
Sight glass	Cylindrical with toughened lass	
Sampling	1no. (Using Sampling valve)	
Air inlet –" Ring" Sparger with holes in the bottom (On the shell)	1no.	
Air Bypass line	1no.	
Temp. Sensor Port (On the shell)	1no.	
Harvest port (on the bottom dish)	lno.	

Instrumentation and Sensors

Temperature probe	Yes (x1)
Air Rotameter	Yes (x1)

Functional Specifications:

- Temperature control via Passing Steam inside the vessel or through Jacket
- Surface and Sparger aeration
- Sterile sampling or inoculation
- The stainless steel grade SS 316 construction of the vessel with high quality is essential
- The Fermenter should comprise a Stainless Steel vessel, mounted onto a platform made of Mild Steelneatly painted with supporting frame.

<u>The vessel</u> should have a Flat top and dished bottom with jacket for temperature control.

25L
36L
150°C
Inlet/ou tlet

<u>Top Plate:</u> The electro polished 316 stainless steel top plate is fitted to the vessel using flange with milled screws and washers. Top plate and Vessel are separated using Silicone moulded Gasket.

<u>Agitation system</u>: Motor fitted to Top plate, using Bearing assembly along with Inline Helical Gear Box

	Microbial culture
Vessel	25 L
Nominal power	0.5HP
Variable speed	40 to 600rpm
Voltage	50 Hz – 415 V

Agitation mechanism should contain the Motor mechanically coupled to the shaft with a Single Mechanical seal

Impellers and Baffles:- The agitation shaft should fitted with Rushton impellers

	Microbial culture
Vessel	25 L
Rushton turbine	2nos. (Six Bladed)
Foam Breaker	Mechanical 1no.
Baffles	Welded to the vessel –
	4nos.

Material: Stainless steel grade SS 316 Finish: Electro polished (Ra \square 0.4)

2. Specifications of the Mixer

Capacity	200 kgs
Working Volume	350lts
Approx.Hydro Volume	460lts Approx.
Assumed Specific Density of powder	0.65 or higher only
MOC	SS 304
Fixed Speed	21rpm
All Contact parts should be	SS 304
Bottom Discharge	Butterfly valve
Power	440v, 50Hz, 5HP, Three Phase AC Supply

3.Pulverizer

Capacity	50kgs
MOC	Chamber, Shaft, blades all are of SS 304
	grade
Blade grinding Speed	1400rpm
Driven by	Maintenance free AC Induction Motor with Gear Box (5HP capacity) All Contact parts will be SS 304
Material	All Contact parts will be SS 304
Power	440v, 50Hz Three Phase AC Supply

Annexure – III (General Conditions)

Submission of Tender and Deposit of earnest money

- 1. Quoted rate should be written legibly in ink or type written. No alterations should be made to any of the terms and conditions of the tenders by scoring out, altering or overwritingsimilarly, no alterations are permitted in the rates quoted by them. No alterations will be allowed after this Office receives the tender. Ambiguity must be avoided in filling the tenders. However, any corrections etc., made will have to be duly attested with dated signatures and official seal. The tenders not complying with these conditions will be rejected summarily.
- 2. The tenders not conforming to the prescribed terms and conditions of the Horticultural University or conditional Tenders or Tenders which cannot adhere to the prescribed time schedule are liable for rejection.

Validity of rates and other Conditions

- 1. The defect liability period for the supply and installation of Equipment for Bio control agents unit shall be given for 12 months from the date of installation. In the event of any correction or defects or replacement of defective material is to be done during this period, it should be corrected/replaced at the cost of the bidder/ agency.
- 2. The validity of the tender will extend for a period of three months (90days) from the date of placing the initial supply order and it shall be open to Dr.Y.S.R.H.U to place the orders with the suppliers on the same rates, terms and conditions for any additional quantities likely to be recurred during that period. If required, the University may solicit the bidder's consent for an extension of the period of validity. The request and response shall be made in writing / cable / telex / fax / e-mail.
- 3. The Technical Bid (Annexure I Part I & II), Annexure III should be taken in to consideration) and Financial Bid (Annexure II Part I & II should be included) should be sealed individually in separate covers and both these covers should be kept in a single cover.
- 4. The inner and outer envelops shall bear the following address:

Scientist (Plant Pathology) & PI, CDB – TMOC Project – Horticultural Research Station, Ambajipeta, East Godavari District.

- 5. The inner envelopes should also contain the name and address of the bidder.
- 6. Telex, cable, e-mail or facsimile bids will be rejected.
- 7. Bidding Documents must be received by the University at the address specified not later than the time and date specified in the invitation (Notification) for bids. In the event of the date specified being declared as a holiday for the University, the bids will be received up to the appointed time on the next working day.
- 8. The Bidder's representatives who are present shall sign in the register evidencing their attendance.
- 9. During evaluation of bids subsequent to opening, the University may at its discretion, to ask the bidder for clarification of its bid. Therequest for clarification and the response shall be in writing and nochange in the bid will be entertained.
- 10. The evaluation of the bid will take into account, the pastexperience in addition to the bid price. Such price should include all duties and taxes to be paid or payable on components of works.
- 11. The bidder may present power point presentation to Committee on the following.
 - a) Equipment related and their working performance

b) Operation and maintenance

Acceptance of tenders

- 1. Price bids will be opened after completion of power point presentation in the presence of such tenderers who are qualified in technical bid as may be present. A decision with regard to acceptance of tender will be taken as soon as possible.
- 2. The successful tenderer (s) will be intimated by letter (s) or other means of communication and the tenderer (s) so informed shall be bound from the time of transmission of such acceptance by the University. Formal acceptance of the tender (s) will be forwarded to successful tenderer (s) in due course but it will serve merely as a confirmation of the initial information and shall not affect the time from which the offer is/are is bound by the contract(s).
- 3. The University is not bound to accept the lowest tender. Any or all the quotations may be rejected without assigning any reasons. It reserves the right of acceptance in whole or part of the offer made. The decision of the Dr.YSR Horticultural University in the matter shall be final and binding on the tenderers.

TENDER EVALUATION

The evaluation and comparison of the bids shall be done for the technical as well as financial aspects.

a) Technical Bid Evaluation:

While power point presentation or the examination of the documents submitted by the tenderer, the committee shall have the right to verify the claims of experience made by the bidders. Based on the bid evaluation, only technically qualified bidders shall be short listed. After thorough evaluation of the technical bid by the committee, the financial bid of only technically qualified Bidders shall be opened in due course.

b) Financial Bid Evaluation:

The total cost of the project (landedcost) quoted by the bidder would be considered for financial bid evaluation.

Committee:

- **a.** The committee shall do the above evaluation. The committee shall determine the approach and methodologies for the issues, which may arise during the above, referred evaluation process and their decision is final. The decision of the committee to reject or accept shall be final and binding on all the bidders.
- **b.** The successful bidder shall be responsible for the operation and maintenance of the equipment for a period of ONE YEAR from the date of installation. The bidder shall deploy at least one experienced person from time to time for advising any doubts regarding operation and maintenance besides troubleshooting whenever required.

Other contractual obligations

1. The contract shall not be deferred/ modified except by written consent by both Dr.YSRHU and the Bidder.

2. The Bidder shall not sublet or delegate this contract or part thereof without the written consent of the Horticultural University.

Consequence of non-supply and damages

- 1. All risks of loss, damage or depreciation to the equipment/ material there off shall be upon the supplier until the material is delivered at the addresses specified and in accordance with the provision of the contract. Till the material is received at the respective destination indicated by the university, the property continues to be at the risk of the Bidder. The mere fact that the material is delivered to transporter is no defense to the Bidder and the Bidder will be squarely held responsible for any delayed receipt of the material by the University or for loss or damage of any kind to the material in transit.
- 2. Assuming that the bidder fails to deliver any or all the material covered by the contract, the Horticultural University reserves the right in addition to other legal remedies, to cancel the contract or any portion thereof and hold the Bidder liable for all damages sustained by the university by virtue of the Bidder failing to perform the contract and consequent cancellation of the contract.
- 3. The time allowed for delivery of goods shall be deemed to be the essence of the contract. The University also reserves the right to cancel the purchase order in case supplies are delayed beyond the scheduled date of delivery and to make such arrangements as it may think fit for the completion of supplies on account and at the risk of the suppliers (s). The additional expenses thus incurred together with the consequential losses and also the liquidated damages shall be recovered from the supplier out of his / their security deposit / earnest money deposit and any other amount due to him / them. The balance still, if any, payable by the supplier shall be paid by him/them within 7 days of notice by the Dr. Y.S.R. Horticultural University

FORFEITURE/REFUND OF THE EARNEST MONEY DEPOSIT(EMD)

- 1. In case the selected Tenderer(s) does not supply the equipment at the quoted rates within the stipulated time and commits any breach of any one or more of these terms and conditions, the Earnest Money Deposit deposited by the Tenderers (s) will be forfeited.
- 2. Earnest Money of the unsuccessful Tenderer (s) shall be refunded within three months from the date of decision regarding the tenders. No interest is payable by the University on such deposit.
- 3. On due performance and satisfactory completion of the order in all respects during the contract periods, the Earnest Money Deposit (Security Deposit) will be refunded to the Bidder (s) without interest within a period of 3 months with effect from the date of receipt of a request to this effect from the Bidder.

SETTLEMENT OF DISPUTES

- 1. Any difference or dispute arising out of or in connection with this tender or acceptance thereof or the contract that may be entered in consequence thereof, shall be decided by arbitration. The Chairman of the committee for purchase of the equipment, Dr. Y.S.R Horticultural University or his nominee shall be the sole arbitrator and the arbitrator's decision shall be final and binding on the parties. The Tenderer(s) will have no objection to such appointment on any ground whatsoever including that such nominee, in his official capacity dealt with this matter at any stage.
- 2. The parties hereby agree that in the event of any dispute no cause of action shall arise in their favour to approach any court unless they have restored to and exhausted the remedy of arbitration as envisaged above.
- 3. The parties also do hereby agree that the contract envisaged by these terms and conditions shall be deemed to have been entered into at Dr.Y.S.R.H.U, V R Gudem and

the courts at Kakinada, East Godavari District alone will have jurisdiction to try and legal proceedings which may arise out of this contract. Neither party shall file any proceedings in any other Court.	
proceedings in any other Court.	
17	

TENDER FORM

(Should be included in Financial bid only)

Dr. YSR HORTICULTURAL UNIVERSITY

Horticultural Research Station, Ambajipeta, East Godavari District- **533 214**

Mobile No: 7382633653; 08856 243847 E-mail: hrs-ambj@drysrhu.edu.in

TENDER NOTICE

NIT No: 1/HRS, Ambajipet/2021-22, **Dated: 12-10-2021**

Tenders are invited from firms for Supply of equipment for **The Scientist** (**Plant Pathology**) & **PI**, **CDB** – **TMOC Project** at Horticultural Research Station, Ambajipeta, East Godavari District, Andhra Pradesh. For details visit the **www.drysrhu.edu.in.**

The Scientist [Pl.Path.] & PI, CDB-TMOC Project Horticultural Research Station, Ambajipeta,