



SRI PADMAVATI MAHILA VISVAVIDYALAYAM
(WOMEN'S UNIVERSITY)
Tirupati -517 502 (A.P.) India
School of Engineering and Technology

SHORT TENDER NOTICE
STANDARD BID DOCUMENT

E-Tender Notice: No. SPMVV/SoET/A4/2019,

Date: 26-07-2019

NOTICE INVITING TENDER

Sealed Box-tender & are invited from reputed firms/ manufacturers for Supply of Office stationery & Printing Items (Registers and office related material) to Sri Padmavati Mahila Visvavidyalayam, Tirupati. The information regarding detailed specifications, terms and conditions may be obtained from the website of **our University website: www.spmvv.ac.in**

Bid document downloading /issuing start date:	07-09-2019	3.00 P.M
Bid document downloading end Date	: 25-09-2019	3.00 P.M
Last date for submission of bids	: 25-09-2019	5.00 P.M
Qualification/Technical bid opening date	: 26-09-2019	11.00 A.M
Commercial bid opening date	: 05 -10-2019	3.30 P.M

REGISTRAR

Note: The tender document can be downloaded from the website www.spmvv.ac.in and submitted along with demand draft for Rs.1150/- towards the cost of the tender application drawn in favour of The Registrar, Sri Padmavati Mahila Visvavidyalayam, Tirupati.

Bidder/Tenderer

DIRECTOR

REGISTRAR

SRI PADMAVATI MAHILA VISVA VIDYALAYAM
(WOMEN'S UNIVERSITY)
Tirupati -517 502 (A.P.) India

Issued to _____

Name of Work: Supply of Office stationery & Printing Items (Registers and office related material) to

Sri Padmavati Mahila Visvavidyalayam, Tirupati.

EARNEST MONEY DEPOSIT DETAILS:

D.D.NO: _____

Date: _____

Amount (Rs.): _____

Box-Tenderer

FOR OFFICE USE ONLY:

Date of opening of Box-Tender:

Whether received in proper form:

Whether EMD paid: Yes/No

D.D.details :

Amount paid:

Opened by _____

Bidder/Tenderer

DIRECTOR

REGISTRAR

Notice inviting Box-Tender

1. Sealed Box -Tenders are invited from reputed firms/ manufacturers for Supply of Office stationery & Printing Items to Sri Padmavati Mahila Visvavidyalayam, Tirupati
2. The dates relating to “Box-Tender for supply of Office stationery & Printing Items to School of Engineering and Technology,Sri Padmavati Mahila Visvavidyalayam, Tirupati are as follows.

Last date & time for receipt of bids : 25-09-2019 at 5.00 P.M

Price bid (Financial bid) opening date : 05-10-2019 at 3.30 P.M

The Registrar, SPMVV, Tirupati invites tenders for the above work vide tender: **Box-Tender Notice: No. SPMVV/SoET/A4/2019, Date: 26-07-2019**

3. Online bids for the above work will be received from reputed firms/ manufacturers. The eligible Firms/Printers shall submit bids online on **University website: www.spmvv.ac.in** before the date and time stipulated in Notice Inviting box-Tender.

The online bids will be opened by the Registrar, SPMVV, Tirupati or her nominee at her office, on the dates mentioned in NIT. If the Office happens to be closed on the dates, the opening of tenders gets automatically postponed to the next working date, the time being unaltered, unless extended by a notification published in Newspapers or sent through Fax / telegrams to all those who purchased the tender documents.

4. Earnest Money Deposit(E.M.D.)

- a. The bidder will furnish, as part of its bid, an E.M.D. amount of 1% of the total supply value of the materials offered against the bid. This amount should be paid by way of a crossed demand draft drawn on any schedule bank in favor of the Registrar, Sri Padmavati Mahila Visvavidyalayam, Tirupati and payable at Headquarters of the purchaser i.e., Tirupati. **The crossed D.D. should invariably be uploaded along with the financial bid only.** The Box-Tenders with partial E.M.D. are summarily rejected.
- b. To upload the scanned copy of E.M.D. by way of DD,
- c. The EMD of unsuccessful Tenderers will be returned no sooner the tenders are finalized or end date of the Tender validity period whichever is earlier
- d. Requests for exemption from payment of E.M.D. will not be entertained in any case.
- e. The successful bidder has to pay the balance EMD @ 1% of the total value at the time of conclusion of the Agreement
- f. The earnest money deposited by the successful tenderer will not carry any interest and it will be dealt with as provided in the conditions stipulated in the tender. The E.M.D. given in the form of DD from any Nationalized Bank. Shall be valid for the duration of contract period plus defect liability period of two years and in case any valid extension of contract period is granted, the validity of BG shall also be extended for the corresponding period. The Bank Guarantee furnished by the tenderer towards additional security amount shall be valid till the work is completed in all respects.

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5. Submission of Tenders:

- 5.1 The bidder will furnish (uploaded) photocopies of the following documents duly attested by Gazetted Officer along with the Technical Bid, failing which their bids shall be summarily/out rightly rejected and will not be considered any further:
- a. Valid authorization letter from the manufacturer in case of stockiest/distributor.
 - b. Copy of the IT return filed for the last three financial years.
 - c. Copy of Sales Tax (GST) Registration Certificate.
 - d. Copy of Latest Sales Tax Clearance Certificate.
 - e. PAN No. (Attach attested copy).
 - f. Details of previous supplies as per Box-Tender document.
 - g. Copies of previous supply orders in support of above.
- 5.2 The bidders who are desirous of participating in Box-procurement shall submit their technical bids, price bids etc., through online in the standard prescribed in the tender documents, displayed at a market place. The bidders should submit the xerox copies of all the relevant certificates, documents etc., in the market place in support of their technical bids. The bidders shall sign on all the statements, documents, certificates, submitted by them, owning responsibility for their correctness / authenticity.
- 5.3 Submission of original Hard Copies of the submitted xerox copies of DD / BG towards EMD by participating bidders to the tender inviting authority before opening of the price bid is dispensed forthwith.
- 5.4 All the bidders shall invariably upload the submitted xerox copies of DD in Procurement system and this will be the primary requirement to consider the bid as responsive.
- 5.5 The Department shall carry out the technical bid evaluation solely based on the Uploaded Certificates / documents, DD / BG towards EMD in the e- procurement System and open the Price bids of the responsive bidders.
- 5.6 The Department will notify the successful bidder for submission of original hard copies of all submitted documents, DD / BG towards EMD prior to entering into agreement.
- 5.7 The successful bidder shall invariably furnish the original DD / BG towards EMD, certificates / documents of the uploaded submitted xerox copies to the Tender inviting Authority before entering into agreement either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful bidder. The University will not take any responsibility for any delay in receipt/non-receipt of original DD / BG towards EMD, certificates / documents from the successful bidder before the stipulated time. On receipt of documents, the Department shall ensure the genuineness of the DD / BG towards EMD and all other certificates/ documents submitted by the bidder in procurement system in support of the qualification criteria before concluding the agreement.

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- 5.8 If any successful bidder fails to submit the original hard copies of submitted certificates / documents, DD / BG towards EMD within the stipulated time or if any variation is noticed between the submitted documents and the hard copies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on e-Procurement platform for a period of 3 years. The Procurement system would deactivate the user ID of such defaulting successful bidder based on the trigger / recommendation by the tender Inviting Authority in the system. Besides this, the Department shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the development schemes taken up by the Government. The information to this extent may be displayed in the procurement platform website.
- 5.9 The bidder shall mandatorily pay the transaction fee to M/S C1 India through the electronic payment Gateway.
6. The tenderers shall furnish a declaration stating that the copies submitted by them are genuine. Any incorrectness/deviation noticed will be viewed seriously and apart from canceling the work duly forfeiting the EMD, criminal action will be initiated including suspension of business. Submission of original Hard Copies of the submitted xerox copies of DD / BG towards EMD by participating bidders to the tender inviting authority before opening of the price bid is dispensed forthwith.
- 6.1 All the bidders shall invariably submitted the xerox copies of DD / BG in Procurement system and this will be the primary requirement to consider the bid as responsive.
- 6.2 The University shall carry out the technical bid evaluation solely based on the Uploaded Certificates / documents, DD / BG towards EMD in the procurement System and open the Price bids of the responsive bidders.
- 6.3 The University will notify the successful bidder for submission of original hard copies of all submitted documents, DD / BG towards EMD prior to entering into agreement.

7. Tender opening

The Tender opening authority shall open the bids online on the stipulated date and time of opening specified in NIT.

- a. The box-Tender Document (Technical bid) shall be opened upon by the Registrar, Sri Padmavati Mahila Visvavidyalayam, Tirupati, in the presence of the representatives of the participant Bidder, if any, who wish to be present on the spot at that time. The financial bid would be opened after scrutiny of Technical Bid
- b. The Bidder's names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite E.M.D. and such other details, as the purchaser, may consider appropriate at its discretion, and will be announced at the time of opening of the bid.
- c. Bids that are not opened and read out at bid opening will not be considered further for evaluation, irrespective of the circumstances.

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Clarification of Technical Bids

- 8.1 The tender opening authority may call upon any tenderer for clarification on the statements, documentary proof relating to the technical bid. The request for clarification and response thereto shall be in writing and it shall be only on the qualification information furnished by the tenderer. The clarification called for from the tenderers shall be furnished within the stipulated time, which shall not be more than a week.
- 8.2 The tenderer if so desirous, shall agree in writing to furnish the clarification called for within the stipulated time and, for disqualification and rejection of his tender in the event of failure to do so.

9. Preliminary Examination

- a. The purchaser will examine the bids to determine whether the technical bid is complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the financial bid is enclosed in a separate sealed cover.
- b. The purchaser may waive any minor informality, nonconformity, or irregularity in bid which does not constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.
- c. Prior to the detailed evaluation, the purchaser 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 purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- d. If a bid is not substantially responsive, it will be rejected by the purchaser and may not subsequently be made responsive by the bidder by correction of the nonconformity.

10. Evaluation of price Bids

- Only the Price Bids of qualified Tenderers who's technical Bids are found satisfying the eligibility criteria shall be opened in the presence of the qualified Tenderers or their authorized representatives present on the date and time fixed. The bid offers are read out and minutes recorded and the signatures of the Tenderers present are taken in the minutes.
- The Price Bid of the Unqualified Tenderers will not be opened and kept in safe custody till the tenders are finalized and thereafter E.M.D. will be returned to the tenderers.
- Tenders shall be scrutinized in accordance with the conditions stipulated in the Tender document. In case of any discrepancy of non-adherence Conditions the Tender accepting authority shall communicate the same which will be binding both on the tender Opening authority and the Tenderer. In case of any ambiguity, the decision taken by the Tender Accepting Authority on tenders shall be final.
- Further, the purchaser may enquire from the bidder in writing for any clarification of the bid. The response of the bidder will also be in writing. However no change in the prices or substance of the bid will be sought, offered or permitted.
- Bids will be examined for completeness and for any computational errors.
- Arithmetical errors will be rectified on the following basis.

- ❖ Where there is a discrepancy between the unit price and total price, the unit price will prevail and the total price will be corrected accordingly.
- ❖ Where there is a discrepancy between words and figures, the amount in words will prevail.
- ❖ If the bidder does not attest any overwriting in the price column such Bids will be rejected.
- ❖ Failure on the part of the bidder to agree to the above corrections will result in Rejection of his offer and forfeiture of his E.M.D.
- It will be ensured that the required **sureties** have been furnished and that the documents have been properly signed.

11. The purchaser's evaluation of a bid will take into account the net landed cost of the material at the final destination. For the purpose of evaluation net landed cost is arrived at by adding all elements of the basic price, allowable discount, GST, excise duty & any other levies, packing and forwarding, freight charges, insurance (transit & storage) as quoted by the bidder, interest on advance if any, unloading at final destination, erection, servicing and other charges as called for.

In addition, any variation up or down in taxes and duties/new levies introduced subsequent to bid opening and before award will be considered for comparison purposes.

The following criteria may be adopted for taxes and duties for evaluation.

- a. It is the responsibility of the bidder to quote all taxes and duties correctly. Where taxes and duties are not applicable, the bidder should provide the documentary evidence to that effect.
- b. Where there is an exemption of Excise Duties, GST the documentary evidence to that effect will be enclosed by the supplier.
- c. The bidder for supply shall invariably possess the TIN Number and PAN Number, which will be verified before entering into contract.

* Prior to detailed evaluation, the responsiveness of each bid will be determined. A substantially responsive bid is one that conforms to all the terms and conditions of the bidding documents without material deviations. For this purpose superscription, qualification requirement, E.M.D., validity, delivery, payment term, price schedule, taxes and duties will be deemed to be the critical provisions and deviations in any one of these items will be deemed to be a material deviation.

12. The purchaser may waive any minor informality, non-conformity or irregularity in the bid which does not constitute a material deviation, provided such waiver does not affect the relative ranking of any bidder. The purchaser will clearly indicate in the bid specification the methodology for evaluation of bids.

- a. Bid price, which will include all, Transportation to destination stores, packing and forwarding, insurance and all taxes and other legally permissible duties & levies payable.
- b. Delivery schedule offered in the bid.
- c. Deviations in payment schedule from that specified in the general terms and conditions of the contract.

- i. The purchaser's evaluation of a bid will take into account the Net Landed Cost of the material at destination stores inclusive of all taxes and duties quoted by the Bidder. It is the responsibility of the bidder to quote the rate with all taxes and duties correctly.
- ii. A substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. For this purpose superscription, qualification requirement, E.M.D., validity delivery, payment term, price schedule, submission of type test certificates, taxes and duties will be deemed to the critical provisions and deviations in any one of these things will be deemed to be a material deviation.

13. Contacting the Purchaser

- a. From the time of the opening to the time of contract award, if any Bidder wishes to contact the purchaser on any matter related to the bid, it should do so in writing.
- b. Any effort by a bidder to influence the purchaser in its decisions on bid evaluation, bid comparison, or contract award will result in the rejection of the Bidder's bid.

AWARD OF CONTRACT

12. Award Criteria :

- 12.1 The Registrar, Sri Padmavathi Mahila Visvavidyalayam, Tirupati will award or recommend to the Competent tender accepting authority for award of the contract to the Tenderer who is found Technically qualified as per the Tender conditions and whose price bid is lowest.
- 12.2 The tender accepting authority reserves the right to accept or reject any Tender or all tenders and to cancel the Tendering process, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the reasons for such action.

13. Purchaser's Right to Vary Quantities at the time of Award

- a. The purchaser reserves the right at the time of contract award to increase or decrease the quantity of material and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- b. The purchaser reserves the right to vary the ordered quantity during the execution of the contract.

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Notification of Award

1. Prior to the expiration of the period of bid validity, the purchaser will notify the successful bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
2. The notification of award will constitute the formation of the contract.
3. Upon the successful Bidder's furnishing of the performance security, the purchaser enters into contract with successful Bidder/Bidders. The purchaser will notify each unsuccessful Bidder and will discharge its E.M.D.

14. Signing of contract

The purchaser notifies the successful Bidder that his bid has been accepted. Within 15 days (fifteen days) of receipt of notification of award of contract, the successful Bidder will sign and date the contract. Failure to comply with this stipulation will entail cancellation of the contract besides forfeiture of the E.M.D.

15. Performance Security

- a. Within fifteen (15) days of receipt of the notification of contract award, the successful bidder will pay the performance security amount of 4% of the total contract value for proper fulfillment of the contract, which will include the warranty period, and completion of performance obligations including warranty obligations. The performance security will cover 6 months beyond the date of completion of performance obligations including warranty obligations.
- b. The proceeds of the performance security will be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- c. The performance security will be.....
 - i. A bank guarantee issued by a scheduled bank acceptable to the purchaser, in the form provided in the bidding documents.
 - ii. A banker's cheque or crossed DD or Pay order payable at the head quarter of the purchaser i.e., Tirupati in favor of the Purchaser i.e., the Registrar, Sri Padmavati Mahila Visvavidyalayam, Tirupati drawn on any scheduled bank.
 - iii. The performance security will be discharged by the purchaser and returned to the supplier not later than sixty (60) days after the expiry date.

Failure of the successful Bidder to comply with the above requirement will entail cancellation of the award and forfeiture of the E.M.D.

TERMS AND CONDITIONS

16. The successful bidder will have to supply the material within 15 days from the date of placing the order at place specified by The Registrar, Sri Padmavati Mahila Visvavidyalayam, Tirupati.
17. Bids are invited in the form of DUAL BID SYSTEM, Technical as well as financial.
18. The bid prepared by the Bidder including all correspondence and documents relating to the bid exchanged by the Bidder and the purchaser, will be in English only.

19. The prices quoted will be inclusive of inland transportation, packing and forwarding, GST and other legally permissible duties and levies wherever applicable, handling charges to cover the transport by road from destination railway station to site/stores, unloading at destination and insurance (transit and striate at site for 45 days) and incidental other local costs like unloading at destination in Sri Padmavati Mahila Visvavidyalayam, Tirupati.
20. It is the responsibility of the Bidder to inform himself of the correct rates of duties and taxes leviable on the materials at the time of bidding.
21. The Bidder will indicate on the appropriate price Schedule the unit prices (where applicable) and total bid price of the material it proposes to supply under the contract.

22. Taxes and Duties

- a. Bidder will be entirely responsible for quoting the correct taxes and duties, other local taxes or levies if any, license fees etc., he has to incur until completion of the contract. For the purpose of evaluation the bidder should include the Excise Duty, Cess, GST and any other taxes and levies payable to the quoted rate.
- b. If the rates of statutory levies assumed by the bidder are less than the actual rates prevailing at the time of bidding, the purchaser will not be responsible for such errors. If the rates of statutory levies assumed by the bidder are later proved to be higher than the actual/correct rates prevailing at the time of bidding, the difference will be passed on to the credit of the purchaser.

23. Bid Currencies

Prices will be quoted in Indian Rupees.

24. The E.M.D. may be forfeited

- a) If the Bidder
 - i. Withdraw its bid or alters its prices during the period of bid validity.
 - ii. Does not accept the correction of errors.
 - iii. Offers post Bid rebates, revision or deviations in quoted prices and/or conditions or any such offers which will give a benefit to the Bidder over others will not only be rejected outright but the original Bid itself will get disqualified on this account and the Bidder's E.M.D. will be forfeited.
- b) In case of a successful Bidder, if the Bidder fails :
 - i. To sign the contract in accordance with clause No.14.
 - ii. To furnish performance security in accordance with clause No.15.

In cases where the bid cover contains superscription of having furnished E.M.D. by way of DD but if the same is not found within, such Bids will be rejected and bidder will run the risk of being banned.

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25. Bids will remain valid for the period of One Year from the date of bid opening prescribed by the purchaser. A bid valid for a shorter period will be rejected.

26. In exceptional circumstances, the purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses there to will be made in writing (or by cable). The E.M.D. provided under clause No. 9 will also be suitably extended. A Bidder may refuse the request without forfeiting its Bids Security.

27. Bidder should supply the material within one week. The payment will be released only after successful supply.

28. No Advance Payment.

29. After completion of the contractual obligations, including supply and commissioning of the items, the successful bidder shall submit the bills, in triplicate.

30. The Bidder will furnish as part of its bid, documents establishing conformity to the bidding documents of all materials, which the Bidder proposes to supply under the contract.

a) The documentary evidence of conformity of the materials to bidding documents may be in the form of literature, drawings, and data and will consist of:

b) A detailed description of the essential technical and performance characteristics of the material.

c) The bidder should specifically mention about furnishing the test certificates and a specimen form of test certificate should be furnished along with the bid.

31. A list giving full particulars, including available sources necessary for the proper and continuing functioning of the material following commencement of the use of the material by the purchase;

32. Tax clearance certificates :

Copies of Income Tax, Sales Tax and Turnover Tax certificates for the latest period from the appropriate authority will invariably be enclosed to the bid in the case of proprietary or partnership for it will be necessary to produce the copy of the partnership deed and

33. The declaration in the prescribed proforma as given in this Tender document should be submitted along with the Tender document.

34. The Tender document should be accompanied by an Earnest Money Deposit (EMD) of an amount equal to 1% of supply value including all taxes, freight charges, installation charges etc., in the form of Demand Draft/Pay order drawn from any schedule bank in favor of the Registrar, Sri Padmavati Mahila Visvavidyalayam, Tirupati payable at Tirupati. The EMD should be valid for a period of 6 months from the date of issue of the bid invitation. In the absence of EMD, the Tender shall be rejected summarily. The earnest money shall be refunded to the unsuccessful bidders on or before the 30th day after the award of contract.

35. The above EMD of 1% of total value of supply of the successful Tenderer shall be retained as performance Security Deposit valid for 60 days beyond the completion of all contractual obligation of the supplier.
36. All entries in the Tender forms should be legible and filled clearly. Any correction in the Bid Application must be signed by the authorized signatory.
37. The Bidder is expected to examine all instructions, forms, terms and Technical specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not responsive to the bidding documents in every respect will be at Bidder's risk and may result in the rejection of its bid.
38. Tender incomplete in any form is liable to be rejected outright.
39. Clarification of bidding documents: A prospective Bidder requiring any clarification of the bidding documents may notify the purchaser in writing to **The Registrar, Sri Padmavati Mahila Visvavidyalayam, Tirupati** address. The purchaser should submit prior to the deadline for the submission of bids.
40. **Amendment to Bidding Documents**
 - a. Any time prior to the deadline for submission of bids, the purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment.
 - b. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the purchaser, at its discretion, may extend the deadline for the submission of bids.
41. Conditional or incomplete bids will be rejected outright.
42. The closing date and time for receipt of box-Tenders will be: 25-09-2019 Bids received after the specified date and time for receipt of would not be entertained and will be rejected outright.
43. No bidder will be allowed to withdraw after submission of the bids; otherwise the EMD submitted by the bidding firm would stand forfeited.
44. The Technical Bid shall be opened on and Financial Bid opened on in the presence of the authorized representatives of the Firms, who wish to be present at that time.
45. In case the successful bidder declines the offer of contract, for whatsoever reason(s), the EMD submitted by the successful bidder would stand forfeited. In case the successful bidder fails to render the required services, this office will have full authority to cancel the order and forfeit the performance security. In case of breach of any terms and conditions attached to this contract, the Performances Security Deposit of the agency will be liable to be forfeited by Sri Padmavati Mahila Visvavidyalayam, Tirupati besides annulment of the contract.
46. In case of any defect or damage during transit, the same should be replaced with a new set, without any extra charges for the same.

47. Sri Padmavati Mahila Visvavidyalayam, Tirupati Reserves right to withdraw/relax any of the terms and conditions mentioned above so as to overcome any problem that may arise at a later stage.
48. The bidder should indicate the time required for delivery.
49. In case the successful bidder fails to supply, within the time as specified in the bid form, this office will have full authority to cancel the order the forfeit the performance surety amount.
50. In case of breach of any terms and conditions attached to this contract, the performance Surety Amount of the agency will be liable to be forfeited by this office besides annulment of the contract.
51. PAN Number and or other tax registration numbers should be printed on the bills raised by the successful bidder.
52. The competent authority of Sri Padmavati Mahila Visvavidyalayam, Tirupati reserves right to withdraw/relax any of the terms and conditions mentioned above so as to overcome any problem that may arise at a later stage.
53. Sri Padmavati Mahila Visvavidyalayam, Tirupati, The Registrar, reserves full authority to cancel, rejects, any/all offers, without giving any reason. The decision of Member Secretary shall be final in this regard.

54. **Delivery**

Delivery period will be reckoned from the date of signing of the contract. The delivery quoted will be firm, definite, unconditional and on the basis of receipt of materials at destination in good condition without any bearing on the procurement of raw materials or any similar prerequisites. The commencement date and date of delivery will be indicated. The preferred delivery time, which is the essence of this specification, is indicated in the schedule. Final deliveries are however, subject to confirmation at the time contract. Delay in delivery of materials FADS (Free at destination store) due to non-availability of railway booking non-allotment of wagons and any such reasons will not be considered.

It is the responsibility of the supplier to make alternative arrangements for transporting the materials by road or rail so as to see that the materials reach the destination within the stipulated period. The purchaser reserves its right to defer the delivery date at any time after orders are placed without any change in the conclusion of contract other condition supply. The delivery period, which will be reckoned from the date of the contract, will be guaranteed under penalty as in clause 60 and 61.

55. **Packing**

The supplier will provide such packing of the material as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing will be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights will take into consideration, where appropriate, the remoteness of the materials/equipment final destination and the absence of heavy handling facilities at all points in transit.

56. **Delivery Documents**

Delivery of the material will be made by the supplier in accordance with the terms specified in the contract.

The purchaser will receive the above documents soon after the dispatch of materials and if not received, the supplier will be responsible for any consequent expenses.

57. Warranty

- a. The supplier warrants that the material supplied under the contract are new, unused, of the most recent or, current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all material supplied under this contract will have no defect, arising from a design and/or materials as required by the purchaser's specifications or from any act of omission of the supplier that may develop under normal use of the supplier material.
- b. The purchaser will promptly notify the supplier in writing of any claims arising under this warranty.
- c. "upon receipt of such notice, that supplier will within 30 days repair or replace the defective material free of cost at the ultimate destination. The supplier will take over the replaced material at the time of their replacement. No claim whatsoever will lie on the purchaser for the replaced material thereafter. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the replaced material will be extended to a further period of 12 months.
- d. If the supplier, having been notified, fails to remedy the defect(s) within the above period, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense duly deducting the expenditure from subsequent bills/bank guarantee and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

58. Payment

- a. 100% payment will be arranged on or after 30 days from the date of receipt of material/equipment in good condition at the destination after submission of bills in complete shape with other necessary enclosures whichever is later.
- b. The 100% payment mentioned above is subject to submission of performance security as per clause 15 by the supplier.
- c. The supplier should invariably submit test certificates and other documents, the purchaser specifies as soon as dispatch is made so that they can be checked and approved well in advance.
- d. The performance guarantee to be executed in accordance with this specification will be furnished on a stamp paper of value Rs.100/-. The Bank Guarantee will be extended if required suitably. In accordance with the provisions of clause No.12.
- e. When the supplier does not at any time, fulfill his obligations in replacing of the damaged/defective materials in part or whole promptly to the satisfaction of the purchaser, the purchaser reserves the right not to accept the bills against subsequent dispatches made by the supplier and only the supplier will be responsible for any demurrages, wharf ages or damage occurring to the consignments so dispatched.

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59. Delay in Supplier's performance

- a. Delivery of the material will be made by the supplier in accordance with the time schedule prescribed by the purchaser in the schedule of requirements.
- b. If at any time during performance of the contract, the supplier should encounter conditions impeding timely delivery of the material, the supplier will promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser will evaluate the situation and may at its discretion extend the suppliers time for performance, with or without liquidated damages, in which case the extension will be ratified by the parties by amendment of the contract.
- c. Except as provided under "force majeure" clause a delay by the supplier in the performance of its delivery obligations will render the supplier liable to the imposition of liquidated damages unless an extension of time is agreed upon without the application of liquidated damages.

60. Penalty for delay in supplies

The time for and the dates for delivery mentioned in the contract will be deemed to be the essence of the contract subject to "force majeure" ("**Force Majeure**" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable), if the supplier failed to deliver any or all of the materials/equipment or to perform the services within the period(s) specified in the contract, the purchaser will, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week on the undelivered portion subject to a maximum of 5% of the cost of materials undelivered in time. Once the maximum is reached the purchaser may consider termination of the contract.

The actual date of receipt of materials at destination stores in good condition will be taken as the date of delivery for considering penalty clause. Material which are not of acceptable quality or are not conforming to the specification would be deemed to be not delivered. For penalty, the number of days would be rounded off to the nearest week and penalty calculated accordingly.

The penalty specified above will be levied and would be adjusted against subsequent pending bills

61. Termination for Default

- a. The purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this contract in whole or in part.
 - i. If the supplier fails to deliver any or all of the Material within the period(s) specified in the contract, or within any extension thereof granted by the purchaser.
 - ii. If the supplier, fails to perform any other obligation(s) under the contract.
 - iii. If the supplier, in the judgment of the purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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Printing Stationary Items list

S.No	Item Name	Qty required	Number of pages	Rate (Rs)	Total cost (Rs)
1	Students Attendance Registers	500 Nos	16 pages		
2	Staff Attendance Registers	20 Nos	50 Pages		
3	Dispatch Registers	10 Nos	200 Pages		
4	Tappal Registers	10 Nos	200 Pages		
5	Audit Establishment Registers	2Nos	100 Pages		
6	Stock Registers	10 Nos	200 Pages		
7	Admission Registers	10 Nos	200 Pages		
8	Term fee Registers	10 Nos	200 Pages		
9	Cheque dispatch Registers	5Nos	200 Pages		
10	Voucher forms	10 Nos	200 pages		
Total Rs					

Stationary Items list

S.No	Item Name	Qty	Rate	Total cost (Rs)
1	A4 Xerox Papers (Andhra 75 GSM)	150Nos		
2	Full Scape Xerox papers(Andhra 75 GSM)	60 Nos		
4	File Pads (Tulasi)	200 Nos		
5	Long Note Books(Ruled-with Bind)	30 Nos		
6	Long Note Books (Unruled-with bind)	30 Nos		
7	Theory Examinations (internal) Main answer booklets(20 pages with serial Nos., year and lines printing) 70 GSM Paper ¼ size	40000Nos		
8	Internal Practical examination Booklets (12 pages with serial Nos ;year and line printing (70 G.S.M. Paper ¼ size)	10000Nos		
9	Drawing sheets	800 Nos		4000-00

10	Additional sheets(Double sheets-White)	20 reams		
11	Cloth line covers (“16 x12” inches)	500 Nos		
12	Brown covers”10x12” inches	1000 Nos		
13	Graph sheets for Laboratories	50 boxes		
			Total Rs	