

**NATIONAL COMPETITIVE
BIDDING DOCUMENT
FOR SUPPLY OF
GAS CHROMATOGRAPHY TANDEM MASS SPECTROMETRY SYSTEM
(GC-MS/MS)**



**AINP on Pesticide Residues
EEI Premises, Rajendranagar, Hyderabad – 500 030**

**PROFESSOR JAYASHANKAR TELANGANA STATE AGRICULTURAL UNIVERSITY
Rajendranagar, Hyderabad**

**PROFESSOR JAYASHANKAR TELANGANA STATE AGRICULTURAL UNIVERSITY
AINP on Pesticide Residues
EEI Premises, Rajendranagar, Hyderabad – 500 030**

Short Tender Notice

Sealed tenders are invited for GC-MS/MS in the prescribed tender form from established and reliable manufacturers and authorized dealers of equipment and installations proposed.

The technical details of the equipment and installations proposed are available in the tender document. The tender form containing terms and conditions for supply of the equipment along with specifications and EMD to be paid may be downloaded from the <http://www.pjtsau.edu.in>. A **Demand Draft for Rs. 5000/-** (Rupees Five thousand only) towards application and registration fee (Non-refundable) in favour of “Principal Scientist and Head, AINP on Pesticide Residues, Rajendranagar” should also be enclosed.

Sealed tenders should reach the Principal Scientist and Head, AINP on Pesticide Residues, EEI Premises, PJTSAU, Rajendranagar, Hyderabad – 500 030 at the above address on or before **10.00 AM** on **5.7.2019** which will be opened on **5.7.2019 at 11.00AM** before the tenderers. The university also reserves its right not to accept the lowest rates quoted in the tenders or to make partial acceptance or total rejection of tender and also will not hold any responsibility for loss of any tender.

Sd/-

Principal Scientist and Head
AINP on Pesticide Residues, EEI Premises, PJTSAU
Rajendranagar, Hyderabad-500 030



PROFESSOR JAYASHANKAR TELANGANA STATE AGRICULTURAL UNIVERSITY
AINP on Pesticide Residues, EEI Premises, Rajendranagar, Hyderabad - 500 030

TENDER NOTIFICATION

Memo No. 373/PRS/2019

Dated:21.06.2019

Sealed tenders are invited for the purchase and installation of equipment at, AINP on Pesticide Residues, EEI Premises, Professor Jayashankar Telangana State Agricultural University, Rajendranagar, Hyderabad 500 030 as detailed below.

S.No.	Item	Quantity
1	Gas Chromatography Tandem Mass Spectrometry System (GC-MS/MS)	One

The tender form containing terms and conditions for supply of the equipment along with specifications and EMD to be paid, may be downloaded from the www.pjtsau.edu.in A **Demand Draft** for Rs. 5000/- (Rupees Five thousand only) towards application and registration fee (Non-refundable) in favour of “Principal Scientist and Head, AINP on Pesticide Residues, Rajendranagar” should also be enclosed. Sealed tenders should reach AINP on Pesticide Residues, EEI Premises, Professor Jayashankar Telangana State Agricultural University Rajendranagar, Hyderabad - 500 030 on or before **5.7.2019 by 10.00AM** which will be opened on **5.7.2019 at 11.00AM** before the tenderers.

Sd/-

Principal Scientist and Head
AINP on Pesticide Residues, EEI Premises, PJTSAU
Rajendranagar, Hyderabad-500 030

Tender Document

**PROFESSOR JAYASHANKAR TELANGANA STATE AGRICULTURAL UNIVERSITY
AINP on Pesticide Residues, EEI Premises, Rajendranagar, Hyderabad - 500 030**

BID REFERENCE : Memo. No.

DATE OF COMMENCEMENT OF AVAILABILITY : Can be downloaded from 22.6.2019 at
OF TENDER FORMS 10.00AM onwards

LAST DATE AND TIME FOR RECEIPT OF BIDS : **5.7.2019 by 10.00AM**

TIME AND DATE OF OPENING BIDS : **5.7.2019 at 11.00AM**

PLACE OF OPENING BIDS : **AINP on Pesticide Residues, EEI Premises,
Rajendranagar, Hyderabad – 500 030**

ADDRESS FOR COMMUNICATION : **The Principal Scientist and Head
AINP on Pesticide Residues
EEI Premises
PJ TSAU, Rajendranagar,
Hyderabad – 500 030
Mob: 9440880455**

TENDER APPLICATION FORM

1. Item. Quoted for :
2. Name and Address of the Organization :
(Phone, Fax and E-mail address)
3. Name And Designation of :
Head of the Organization
4. Year of incorporation :
5. Number of qualified service personnel :
6. Response generation :
(immediate / 1 day / 2 days)
7. No. of orders taken up so far :
(Enclosed User (s) List) With Satisfactory
performance certificate from clients
8. In case of urgent repairs, please indicate :
the correct contact persons Name and
Phone Number.
9. Whether Photostat copies of all the :
documents prescribed in Terms and
Conditions enclosed.
10. Details regarding financial status position :
(For the last 3 financial years)

SIGNATURE OF THE APPLICANT

Note: Tender application forms without Photostat copies of all documents prescribed in terms and conditions will not be considered.

All tender documents must be duly completed, signed by authorized signatory on each page and returned with the offer.

PROFESSOR JAYASHANKAR TELANGANA STATE AGRICULTURAL UNIVERSITY

FORM 36
Tender form
(To be used by Tenderers)

SI. No.	Date	Item No.	C.R. No.	Dated	Amount
1	2	3	4	5	6

- i) Closing date for receipt of tender forms :.....
- ii) Date of opening sealed tenders

From To
**The Principal Scientist and Head
AINP on Pesticide Residues
EEI Premises, PJTSAU,
Rajendranagar,Hyderabad – 500 030**

Ref: 1.Your Tender Notice: Memo. No. Dated
2. EMD – D.D. No. Dated..... for Rs.....

I/We have read the contents of the terms and conditions mentioned in your tender schedule and enclosures and agree to abide by the same.

I/We hereby offer to supply the articles prescribed in the schedule (or such portion thereof as you may specify on the acceptance of tender) at the price given below in Indian Rupees.

I/We agree to hold this offer open for a period of *12 months* from the date of acceptance of tender and shall be bound by communication of acceptance dispatched within a period of 30 days from the date of opening of tenders.

I/We have also examined the requisite specifications of the material to be supplied and my / our offer is to supply the required material in accordance with the requisite specifications.

I/We have carefully considered all terms and conditions in tender and particulars regarding settlement of disputes and we have signed the same in token of consciously accepting the same and do hereby state that we accept them without any reservations and accordingly.

I/We quote the rates inclusive of all taxes, duties, transportation, insurance etc., as below.

<u>Name of the item</u>	<u>Unit</u>	<u>Unit price</u>
-------------------------	-------------	-------------------

The articles will be ready for delivery within days from the date of receipt of orders.

Yours faithfully,
Proprietor

(Signature and stamp of the tenderer
State legal status, whether Prop.,/ Partner /
registered firm / Company etc.)

Encl: Samples enclosed

EMD-DD No.....dated.....for Rs.....

Note: Attach additional sheets giving full particulars such as Name and Address of the Proprietor or list of partners and their addresses or particulars of registered firm or of the company and the specifications of the samples furnished.

List of equipments to be included in the tender for AINP on Pesticide Residues, PJTSAU, Rajendranagar, Hyderabad – 500 030

Equipments to be purchased by tenders

S.No.	Item	EMD
1.	Gas Chromatography Tandem Mass Spectrometry System (GC-MS/MS)	2% of the quoted value. When more than One model is quoted, the EMD for higher model is to be deposited

The quote should include all possible accessories required for operationalization of the equipment

Prices should be quoted in **Indian Rupees only**

Additional guarantee for three more years may be quoted on yearly basis. Delivery of items and installation of the same including any additional requirements such as accessories etc is entirely the responsibility of the firm without any additional financial burden to the **AINP on Pesticide Residues**, EEI Premises, Professor Jayashankar Telangana State Agricultural University, Rajendranagar - 50030

Technical Specifications for Gas Chromatography Tandem Mass Spectrometry System (GC-MS/MS)

(GLC equipped with MS/MS (triple-quadrupole), split/splitless injector, essential accessories, data-station with computer and printer, operating software, etc with specifications)

Required Technical Specifications	
Gas Chromatograph:	
i.	The GC must feature an external LED screen to provide easy accessibility to the GC and immediate interactions with it.
ii.	The LED screen of the GC provides all needed data, including all temperature and pressure/flow parameters, type of carrier gas, carrier gas column pressure, flow rates, split flow, detector gas flow rates and all detector parameters.
iii.	A routine automatic leak checks procedure.
iv.	A routine automatic column evaluation procedure and storing the column pneumatic resistance. It should also allow an automated correction of the nominal column parameters.
v.	The system should be capable of calculating the carrier gas linear velocity and the column void time.
vi.	Self diagnostic function which diagnoses instrument operating status.
Auto sampler	
i.	Round shape tray design, static (not XYZ axis settable), with at least 100 (2 mL) vials capacity.
ii.	Auto- sampler should not be compatible with only manufacturer syringe.
iii.	Should inject from 0.1 μ L to 250 μ L with variable speed and varying syringe sizes. Should be capable of large volume injection.
iv.	Fully controlled by software as well as manual.
v.	Head space with heated transfer line facility with at least 12 vials incubation and ≥ 75 vials in carousal/tray.
vi.	Should have indicator of any error.
Injector	
i.	Split/splitless and PTV
ii.	It should be able to operate with narrow bore capillary and normal capillary
iii.	The injector should allow timed closure/opening of the purge line.
iv.	It should have separate back flush facility.
v.	Retention time locking/automatic adjustment of retention time system with constant flow or pressure.
vi.	Maximum temperature should be ≥ 400 $^{\circ}$ C with fast cooling rate, 400 $^{\circ}$ C to 50 $^{\circ}$ C with < 4 min or better.
vii.	Split Ratio: $\geq 7,000:1$
viii.	Pressure in the range of Range: 0-900 kPa or better.
Oven	
i.	The operating temperature range should be 4° C above ambient to ≥ 400 $^{\circ}$ C with fast cool down as well as heat up time
ii.	Oven Ramps/Plateaus Cool down - It should have number of ramps/plateaus: 20/21 or better

	the maximum heating rate should be >100 °C/min or better
iii.	The oven temperature stability is within 0.01 °C/ every °C of actual temperature
iv.	GC analytical performance: - The GC should have a Retention Time Repeatability of <0.008 % or better - The Peak Area Repeatability should be <0.5 % RSD or better
Mass Spectrometer:	
Detector	
i.	Scan mode: Full scan, SIM, timed-SRM, SRM/MRM, Combined MRM/SRM/Full scan, Product ion scan, neutral loss
ii.	Detection system should have linear range >10 ⁶
iii.	The mass range should be 10 to 1000 m/z or better
iv.	Should have adjustable electron energy from 10 eV to 150 eV or better
v.	Should have emission current up to 150 µA or better
vi.	The scan speed should not be less than 20,000 amu/sec. Higher scan speed is preferred.
vii.	Should have >800 transition/sec from lower transitions to higher transitions without up gradation.
viii.	Mass resolution should be at least 0.5 µ FWHM/ unit mass resolution or better
ix.	Dwell time should be at least < 0.5 msec or better
x.	The mass stability should be 0.1 Da over 24 hours or better
xi.	Interface between GC and MS with independent heating up to 350 °C or better
xii.	Sensitivity: EI MRM Instrument Detection Limit: 0.5 fg or less octafluoronaphthalene (OFN) statistically derived at 99% confidence level from the area precision of eight sequential injections of 1µL EI full scan: S/N ratio 1000:1 or better for 1 µL of 1pg/µL OFN (m/z 272) EI MRM: S/N ratio >16,500:1 or better for 1 µL of 100fg/µL OFN for the transition of m/z 272 →222) The performance as quoted must be demonstrated during installation. (<i>Documentary Proof to be provided for the above.</i>)
Ion source	
i.	It should have an EI and CI source with dual filaments, programmable to 300 °C or better.
ii.	The system should have improved ion guide/off-axis to reduce excited neutral background to single counts per scan without requiring signal thresholding, background subtraction or smoothing
Vacuum system	
i.	Efficient vacuum system with minimum maintenance. The system should have vacuum safety features to prevent damage to the instrument in case of failure.
Gas cylinder Accessories	
i.	SS double stage regulators, cylinder opening key, gas pipes with fittings and purifier for the system.

B. Data Station with software system

(PC with latest configuration and licensed operating system)

Required Technical Specifications	
i.	PC with latest configuration and licensed operating system (At least i7 Processor, Intel Original M/B, 16 TB HDD, 42" LED monitor, DVD R/WR, 32 GB DDR3 RAM, graphic card etc.) with laser printer. However, data station should be compatible to process minimum 400 compounds in a single sample.
ii.	Post run extension for one more desktop with same CPU
iii.	It should have Automated SRM/MRM Development.
iv.	It should have Automated acquisition window adjustment based on retention time.
v.	It should have Compound based acquisition method setup.
vi.	It should have a software for controlling and acquiring all the MS and conventional detectors.
vii.	It should have a separate dedicated software for reporting for environmental and food safety market as per international protocols.
viii.	The latest version of the NIST, 2018 and Pesticide Library (Licensed version) should be included. Should provide dedicated pesticide MRM database for at least 500 compounds.
Design and manufacture conformity	
i	The instrument shall be designed and manufactured under a quality system registered to ISO 9001, declaration of conformity shall be submitted. Capabilities for post run calculations
Software	
i	Integrated software for control of GC parameters and auto sampler parameters. Capabilities for post run calculations of all parameters. User friendly, NABL enabled LAN interface. System validation procedures must be available. USFDA 21 CFR regulatory part 11 compliant with user privileges, Audit trails with complete data integrity with RAW data access. To support fully the regulatory compliance parameters like GLP, GMP, server based and network based SW that can control multi detector / multivendor Chromatography systems.
ii	Auto calibration facility with appropriate software and with all necessary documents. Instrument Qualification (IQ), Operational Qualification (OQ), Performance Qualification (PQ), CE Certification should be documented for FDA / NABL compliance.
iii	Bidders should quote a start up package for 1000 samples including NIST traceable standards. In addition, the bidders should give a list of recommended consumables along with their source and budgetary prices.
iv	Quote shall include essential pre installation requirements and utility requirement.

C. Essential Accessories

(Essential accessories to run the system)

Required Technical Specifications	
i.	Netgear RN31400 with cloud setting- Ready NAS 300 Series 4-Bay, 4 x 4TB HDD (NAS supported)
ii.	42" LED display for online display of chromatograms

D. Spares

(Essential spares to run the instrument)

No.	Specifications	Quantity
i.	Oil for vacuum pump	10 Litre
ii.	Capillary Columns	
	a) 30 m X 0.25mm i.d. X film 0.25 μ , DB-624	1 Nos.
	b) 30 m X 0.25mm i.d. X film 0.25 μ , RTX-5MS with suitable ferrules	1 Nos.

E. Trainings, Demonstration and Warranty

No.	Specifications
i	The supplier will have to carry out successful installation at laboratory premises (wherever the system has to be installed) and provide on-site comprehensive training for scientific personnel operating the system and support services till customer satisfaction (min. 1 year) with the system and a training at the suppliers lab premises is also required.
ii	The performance and working of the instrument instrument (Hardware and software) should be thoroughly demonstrated at site (minimum of 4 days).
iii	<ul style="list-style-type: none">● Standard warranty of 24 months starting from date of satisfactory and faultless functioning of the equipment for 60 days at the laboratory premises.● Comprehensive Maintenance Contract Service for 36months after expiry of standard guarantee / warranty should be quoted separately.● Annual calibration of the equipment shall be part of the CMC. It shall also be mandatory to perform calibration after every major repair / breakdown.● The vendor should be available for ten years guaranteed parts and CMC service.● Current users/performance list with contact details (Customers name, phone, email id etc) and date of installation to be provided (Minimum 5 installations of the model quoted)● Phone Number and details of the service engineers has to be provided

Annexure -A

(Annexure to Tender Form)

Specification of the material to be supplied at AINP on Pesticide Residues,

EEl Premises, Rajendranagar, Hyderabad – 30

GC-MS/MS

Sl. No.	DESCRIPTION
1	Gas Chromatography Tandem Mass Spectrometry System (GC-MS/MS)

Quote should be inclusive of basic price taxes/duties applicable, packing, insurance, loading and unloading, transportation to AINP on Pesticide Residues, EEl Premises, Professor Jayashankar Telangana State Agricultural University, Rajendranagar, Hyderabad–500 030

Annexure – B
(Annexure to Tender Form)

Submission of Tender and Deposit of earnest money

1. The process of tender bidding comprises of two stages a) Technical Bidding b) Financial Bidding. All tenderers must send the duly signed complete technical details of the equipment /machinery /apparatus in a sealed cover mentioning “Technical Bid Document for supply of **GC-MS/MS**.
2. Tenderers must fill in their rates in this tender form and return it duly signed in token of their acceptance of the conditions laid down herein in a sealed cover mentioning “Financial Bid Document for supply of **GC-MS/MS**.
3. Tenders 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 over writing. Similarly no alterations are permitted in the rates quoted by them. No alterations will be allowed after the tender is received by this Office. Ambiguity must be avoided in filling the tenders. However, any corrections etc., made prior to submission will have to be duly attested with dated signatures and official seal. The tenders not complying with these conditions will be rejected summarily. The bid should accompany users list along with their contact details for each equipment.
4. Tenderers are required to deposit an amount of EMD as specified above in tender notice as earnest money with the university by a crossed Demand Draft on any Scheduled Bank in favour of Comptroller, Professor Jayashankar Telangana State Agricultural University, payable at Hyderabad.
 - (a) All offers without earnest money deposit (EMD) will be rejected
 - (b) Request for adjustment of pending bills/deposits, if any, towards earnest money will not be entertained.

Note: Cheques, Government security (stock certificates, bearer bonds, promissory notes, cash certificates *etc.*) will not be accepted

5. Company offering tenders preferably should have supplied similar equipment to at least two to three institutes in PJTSAU / other Universities / ICAR / leading institutes/ Seed industries/ State Seed Corporations. The tenderers have to submit performance certificates from such unit where the equipment has been supplied.
6. The tenders not confirming to the prescribed terms and conditions of the Agricultural University or conditional tenders or Tenders which cannot adhere to the prescribed time schedule are liable for rejection.

7. The equipment with specifications prescribed is enclosed along with this tender shall also be treated as part of these tender documents for all purposes.
8. The tender documents are not transferable under any circumstances.

Validity of rates and other Conditions:

1. Warranty period for the goods shall be given for 24 months or more from the date of installation additional guarantee for 3 more years may be quoted on yearly basis. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected / replaced material /shall be extended to a further period of 36 months. Successful bidder has to deposit the performance guarantee of 5% of the total contract value within 15 days of award of the offer. The GC-MS/MS is to be installed at Pesticide Residues Laboratory, AINP on Pesticide Residues, Professor Jayashankar Telangana State Agricultural University Rajendranagar, Hyderabad-500 030.
2. Bids shall remain valid for a period of 90 days or more from the date of opening of the bid prescribed. In exceptional circumstances, the purchaser 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 validity of the tender will extend for a period of 12 months from the date of placing the initial order and it shall be open to the PJTSAU 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.
4. **The bidders shall seal the original and two copies of the bid in separate inner envelopes duly marked as "Original" and "Copy" and place all the envelopes in an outer envelope.**
5. The inner and outer envelopes shall bear the following address:

**The Principal Scientist and Head
AINP on Pesticide Residues,
EEI Premises, PJTSAU
Rajendranagar, Hyderabad – 500 030**

6. It should also bear the reference of the Invitation for bids mentioned in the advertisement, and a statement "DO NOT OPEN BEFORE 11.00 hours on and also the name of the item for which the bid is offered
7. The inner envelopes should also contain the Name and Address of the bidder.
8. Telex, cable, e-mail or facsimile bids will be rejected.
9. Bidding Documents must be received by this office 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.

10. The Bidder's Representatives who are present shall sign in the register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for the University, the bids shall be opened at the appointed time and location on the next working day.
11. During evaluation of bids subsequent to opening, the University may at its discretion, ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in the bid will be entertained.
12. The bidder shall enclose complete technical details and design and drawings of the machinery/equipment/apparatus. After opening the tenders, specifications shall be scrutinized and if required clarification may be sought.
13. The purchaser's evaluation of the bid will take into account, in addition to the bid price Ex-factory / ex-warehouse / off – the – shelf price of goods offered in India. Such price should include all duties and taxes paid or payable on components and raw material incorporated in the goods, excise duty on the finished goods, if payable, and price of incidental services like cost of inland transportation, ex-factory, from the port-of-entry, insurance and other costs within India incidental to the delivery of goods to their final destination. Delivery schedule offered in the bid, deviations in payment schedule from that offered and availability in India, of spare parts and after-sale services for the equipment offered in the bid shall also be taken into account.
14. **Terms of delivery:** Delivery of the equipment machinery should be made within 30 days of placing confirmed order.
15. **Payment Terms:** The payment will be made on successful installation of the GC-MS/MS and upon submission of the documents pertaining to the goods, including four copies of the invoice, insurance certificates, manufacturer's/supplier's warranty certificate, detailed operation and maintenance manuals.

Bidder Eligibility:

- A. The bidder should be a Registered Company in India under Company Act 1956/2013 (or) a Registered Firm in India. Should be registered with relevant tax authorities. Should submit valid statutory documents in the bid: copy of PAN card and copy of GST, Sales tax, financial turnover details for the last 3 years, etc.
- B. Bidder should be a manufacturer/authorized representative of manufacturer and should be in business of manufacture and or supply of GC-MS/MS in India as on bid calling date. Manufacturer's Authorization Form from OEM for items specific to this tender should be submitted.
- C. The bidder should submit declaration stating that they are not debarred / blacklisted in the bid.

Acceptance of tenders

1. Tenders will be opened on specified date in the presence of such tenderers as may be present. A decision with regard to acceptance of tender will be taken as soon as possible.
2. **Tender Finalization Process:** Initially technical bid of tender of all tenderes shall be opened and scrutinized as per technical details specified in annexure A. Technical details and designs shall be scrutinized as per standard procedure. **Based on successful fulfillment of technical criteria, list of qualified tenderers in technical bid is prepared and then the financial bid of only those who are technically qualified tenderers shall be evaluated for short listing L1, L2, L3.**
3. 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 effect the time from which the offer is/are is bound by the contract(s).
4. The University (PJ TSAU) is not bounded to accept the lowest quotations. Any or all the quotation may be rejected without assigning any reasons. It reserves the right of acceptance in whole or part of the offer made. The officer should justify with the reasons the superiority of the article than the articles of the lowest tenderer. He should furnish reasons on the comparative statement of the tenders. The decision of the Professor Jayashankar Telangana State Agricultural University in the matter shall be final and binding on the tenderers.
5. The University may decide to split the order between two or more firms in a manner convenient to it.
6. Successful tenderers shall execute an agreement in accordance with these terms and conditions.

Performance Security:

1. The successful tenderer (s) shall, within 7 days after the University's written notice of acceptance of the tender has been posted to him or them, deposit with the Agricultural University 5% of the value of the goods required or the authority (University) may fix the amount according to the value of the tender as a security for the fulfillment of the contract. The earnest money deposit / performance security shall carry no interest. The performance security to be deposited will be in addition to the earnest money deposit.
2. The University reserves the right to forfeit and confiscate earnest money deposit, should the successful tenderer fail to pay the security deposit which is required under the terms & conditions of this tender.

Other contractual obligations

1. The contract shall not be capable of being varied except by written consent by both the purchaser and the supplier and the Agricultural University shall not in the absence of the specific written acceptance be bound by any provision of the supplier's quotations, offers *etc.*, which support to impose conditions, at variance with this contract.
2. The supplier shall not sublet or delegate this contract or part thereof without the written consent of the Agricultural University. Such consent shall not, however, be withheld unreasonably. But the tenderers may, without the consent of the Agricultural University, purchase material which he/they do not normally manufacture.
3. The supplier shall keep confidential all matters concerning this contract and comply with all reasonable security requirements. All drawings, blocks, specifications, manuscripts, samples *etc.*, supplied by the Agricultural University and all copies thereof shall be returned to the University when their use is terminated. In no event, the supplier shall permit publicity concerning this contract without prior consent of the Agricultural University.
4. No undertaking or commitment given by or made by any officer of the University verbally or in writing does not have any validity unless it is signed again by the authority competent who concluded an agreement earlier.

Supplies as per specifications.

1. All supplies shall be to the description and to the specifications laid down and in strict accordance with the approved samples. Deviation, if any should be clearly brought out failing which it will be normally construed that the materials offered are not to our requirements. Any special features may also be clearly brought out.
2. The decision of the University, however, shall be final as to the quality if supplies received and binding upon the supplier. In case the supplier(s) supplies any other article than what is ordered, such article supplied, not being approved, shall be liable to be rejected.
3. If the University required any changes in specification, the supplier shall use his best endeavour to comply with University's wishes subject to fair fixation of prices and delivery schedule where appropriate.
4. If at any time during the term of this contract, the plans of the University change for any reason, the University shall have the right to terminate or alter this contract by sending fifteen days notice to the supplier (s) by Registered letter. In respect of such of the material which is complete and ready for dispatch, within thirty (30) days of such notice, the University agrees to accept delivery thereof at the contract price and terms.

Consequence of non-supply and damages.

1. All risks of loss, damage to machinery shall be upon the supplier until the machinery is delivered at the addresses specified and in accordance with the provisions of the contract. Till the machinery is received at the respective destination indicated by the University, the property continues to be at the risk of the supplier(s). The mere fact that the machinery is delivered to transporter is no defense to the supplier and the supplier will be squarely held responsible for any delayed receipt of the machinery by the University or for loss or damage of any kind to the material in transit.
2. Assuming that the supplier fails to deliver any or all the equipment covered by the contract, the Agricultural University reserves the right in addition to other legal remedies, to cancel the contract or any portion thereof and hold the supplier liable for all damages sustained by the University by virtue of the supplier failing to perform the contract and consequent cancellation of the contract.
3. In the event of the supplier to complete the supply in time or according to the approved specifications, the university reserve the right to make such arrangements as it may think fit for the completion of the supplies on account of and at the sole risk of the supplier.
4. In case the goods machinery are not supplied according to specifications and it is decided to retain the inferior goods at the discretion of the university, the supplier will be entitled to receive the payment only at the rate fixed by the university after taking into consideration the unsatisfactory quality of the material supplied and not at the rates mentioned in the order.
5. The time allowed for delivery of goods shall be deemed to be the essence of contract. In case the goods machinery are not delivered within the stipulated period, the university reserves the right to recover the liquidated damages @ a sum equal to 2% of the contract price of the undelivered material per week subject to a maximum of 5% of the value of undelivered material. The 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 supplier (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 Professor Jayashankar Telangana State Agricultural university

All invoices shall be prepared in four copies and shall be signed by the supplier or his / their authorized agent. Every invoice shall bear a certificate to the effect that “the equipment/ machinery /material covered by the invoice has been inspected by the supplier before delivery and conform in every way to the contract specifications and is packed in accordance with the contract requirements and further that the invoice is

correct in every respect and no other invoice has been rendered previously in respect of the articles charged in the particular invoice”.

Forfeiture / Refund of the Earnest Money Deposit

1. In case the selected Tenderer (s) does not supply the stores at the quoted rates within the period of contract and commits any breach of any one of more of these terms and conditions, the Earnest Money Deposit and Performance Security money deposited by the tenderer (s) will be forfeited.
2. Earnest Money of the unsuccessful Tenderer (s) shall be refunded within one month from the date of decision regarding the tenders. No interest is payable by the University on such deposits.
3. The Earnest Money deposited by successful Tenderer (s) shall be retained by the Agricultural University till three months after the expiry of the contract period, i.e., 12 months from the date of acceptance of the tender or the date on which the supply which may arise in consequence of repeat orders, placed during the 12 months for which the rates quoted are to remain valid.
4. On due performance and satisfactory completion of the order in all respects during the contract period, the Earnest Money Deposit and the Performance Security it will be refunded to the Contractor(s) without interest within a period of 3 months with effect from the date receipt of a request to this effect from the supplier(s).

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 tender committee for purchase of the equipment, Prof. Jayashankar Telangana State Agricultural 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 resorted 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 Hyderabad and the courts at Hyderabad 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.

Inspection and packing

1. At all reasonable time during production and prior to dispatch of machinery, the supplier (s) shall afford and secure for the representation of Agricultural University every reasonable access and facility at his plant or premises for its inspection and making of usual tests on behalf of the Agricultural University, if so desired.
2.
 - (a) The supplier shall supply to the Agricultural University, on request, a report from time to time as to the progress of supplies. Any delay or anticipated delay will be reported at once together with the full reasons therefore.
 - (b) The responsibility of procurement of transport facilities and dispatch of the stocks in good condition and as per specification and in time / door delivery lies with the supplier and they must keep up the delivery schedule at any rate.
 - (c) The insurance should be done at the cost of supplier as the rate quoted is all inclusive for door delivery at the Pesticide Residue Laboratory, EEI Premises, Professor Jayashankar Telangana State Agricultural University Rajendranagar, Hyderabad-500 030.
3. Should the progress in supplies be delayed due to any cause beyond the reasonable control of the suppliers and whether such delay or impediment occurs before or after the time for dispatch, reasonable extension of time might be granted by agreement between the parties.
4. The suppliers shall insert in each case 3 copies of packing list, fully item wise to show case number, contents and full description of the contents. The concerned in-charge of the stores of the University at the receiving point will retain one copy with him and return the other two copies, duly signed to the suppliers who will append one copy of this packing list with invoices when sent to the concern for payment.
5. If at any time during the term if this contracts, the plans of the university changes for any reason, the university shall have the right to terminate or alter this contract by sending fifteen days notice to the supplier (s) by registered letter. In respect of such of the material which is complete and ready for dispatch, within thirty (30) days of such notice, the university agrees to accept deliver thereof at the contract price and terms.