

**Supply, Installation, Integration and
Commissioning of the Multi Functional
Laserjet Printers and Photo Copier
machines
at
Krishna University**

**Open Competitive Bid (OCB)
(E-Procurement)**

Proprietary & Confidential



Krishna University: Machilipatnam
Website: www.krishnauniversity.ac.in

Supply, Installation, Integration and Commissioning of the Multi Functional Laserjet Printers and Photo Copier machines at Krishna University

Bid Document fee (Non refundable)	Rs. 1000.00 (Rupees: one Thousand Only) (Non refundable)
Bid Documents Downloading Start date	05.12.2020
Pre-Bid meeting	16.12.2020 at 11.00AM
Last date for uploading of online documents	04.01.2021 till 05.30 PM
Last date for submission of the Hardcopies	06.01.2021 till 12: 00 PM,
Pre-qualification & Technical Bid opening date/time	06.01.2021 at 02.00 PM
Commercial Bid opening date/time	06.01.2021 at 03.00 PM
Contact Number	+91 9963436460

Note: The dates stipulated above are firm and under no circumstances they will be relaxed unless extended by an official notification or happen to be Public Holidays. For the assistance in the online submission issues, the bidder may contact the help desk of M/s. VUPADHI (<https://tender.apecurement.gov.in>) at their e-mail address: contact@vupadhi.com , Phone: 08645-246370/71/72/73/74.

CLARIFICATIONS:

- i. Queries if any can be made through e-mail only on hodcs.kru@gmail.com on or before 31-12-2020. Queries received via any mode other than e-mail id mentioned above will not be entertained. The queries should only be sent in following format on the official letter head of the company.

S.No	Page No. (Tender Ref.)	Clause (Tender Ref.)	Description (Tender Ref.)	Query
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- ii. The addendum/corrigendum if any shall be published on Krishna University website i.e. www.krishnauniversity.ac.in as well as on e-procurement platform <https://tender.apecurement.gov.in>.
- iii. The Bidders are requested to submit the bids after issue of clarifications duly considering the changes made if any. Bidders are totally responsible for incorporating/complying the changes/ amendments made by Krishna University, Machilipatnam.

Sd/-
REGISTRAR

SECTION - I

INVITATION FOR BIDS

Subject: Supply, Installation, Integration and Commissioning of the Multi Functional Laserjet Printers and Photo Copier machines at Krishna University.

Sir/Madam,

Bids are invited on the e-procurement platform from Original Equipment Manufacturer (OEM)/ authorized representative of an OEM for Supply, Installation, Integration and Commissioning of the Multi Functional Laserjet Printers and Photo Copier machines at Krishna University (Krishna Dist). The details o bidding conditions and other terms can be downloaded from the electronic procurement platform and the bidders have to register on the e procurement market place of **Government of Andhra Pradesh i.e.** <http://tender.apecurement.gov.in> .

- 1) The participating bidders will have to pay nonrefundable tender processing fee of **Rs. 1,000 (Rupees one Thousand only)** through online into the general account of the university in State Bank of India (SBI) account no. **30467889969** Main Branch, Machilipatnam, IFSC code **SBIN0000874** and the acknowledgement concerned should be uploaded in the e-tender portal.
- 2) The tenderer shall be required to submit the Earnest Money Deposit (EMD) for an amount of **Rs.30,000/- (Rupees Thirty thousand only)** through online at **E Tender Portal** or by way of **Demand Draft** drawn in favour of **"The Registrar, Krishna University"** payable at **Machilipatnam**. The original demand draft for Earnest Money Deposit must be enclosed in the envelope containing the technical bid.
- 3) At any time prior to the deadline of submission of bid, University for any reason, whether at its own initiative or in response of a clarification requested by a prospective tenderer, modify the tender by amendment and it will be published on the website and as well as E-Procurement platform.
- 4) The tenderer are requested to read the tender document carefully and ensure to compliance with all the instructions herein. Non-compliance of the instructions contained in this document may disqualify the tenderer from the tendering exercise.
- 5) The tenderer are requested to read the tender document carefully and ensure to compliance with all the instructions herein. Non-compliance of the instructions contained in this document may disqualify the tenderer from the tendering exercise.
- 6) In the event of the due date of receipt and opening of the tender being declared as a holiday for the University, then due date of receipt / opening of the tender will be the next working day at the same time.

- 7) The University reserves the right to select certain items in single or multiple units and reject the others or all as mentioned in the schedule and to revise or alter the specifications before acceptance of any tender and accept or reject any or all tenders, wholly or partly or close the tender without assigning any reason whatsoever.
- 8) The University will not accept the tenders from blacklisted companies or undependable Suppliers whose past performance with Krishna University was found to be poor due to delayed and/or erratic supplies, frequent product failures, and also against whom there have been adverse reports of sub-standard quality as defined in the other parts of the Bidding document.
- 9) The bidders need to scan and upload the required documents as per the Check list given. Such uploaded documents pertaining to technical bid need to be attached to the tender while submitting the bids online. The Self attested copies of all these uploaded documents of technical bid, signed undertaking of tenderer should be submitted offline to The Registrar, Krishna University, Machilipatnam by 12:00 PM, 06.01.2021. Krishna University will consider only the bids submitted through online.

NOTE:

After uploading the documents, the copies of the uploaded technical bid documents along with original Demand Drafts in respect of EMD and Tender document fee have to be submitted.

For any clarification and further details on the above tender please contact Telephone No: +91 - 9963436460

Sd/-
REGISTRAR

SECTION-II

STATEMENT OF IMPORTANT LIMITS/VALUES RELATED TO BID

Item	Description
Bid Document fee	The participating bidders will have to pay nonrefundable tender processing fee of Rs. 1,000 (Rupees one Thousand only) through online into the general account of the university in State Bank of India (SBI) account no. 30467889969 Main Branch, Machilipatnam, IFSC code SBIN0000874 and the acknowledgement concerned should be uploaded in the e-tender portal.
EMD	The bidder/s should pay EMD amount of Rs. 30,000/- (Rupees Thirty thousand only) through online or by way of Demand Draft drawn in favor of The Registrar, Krishna University payable at Machilipatnam from any Nationalized/Scheduled Bank. All applicable bank charges shall be borne by the applicant. Tender submitted without EMD and tender fees is liable to be rejected.
Variation in Quantities	± 15%
Bid Validity Period	180 days from the date of opening of commercial bid
EMD Validity Period	180 days from the date of opening of commercial bid
Contract Agreement	Three years from the date of award of work contract
Warranty	Three (03) years comprehensive on-site Warranty / Guarantee and it will commence from the date of the satisfactory installation / commissioning of equipment against the defect of any manufacturing, workmanship and poor quality of components
Up time %	Every complaint during comprehensive warranty must be resolved within 4 days. 97% of obtained will be calculated over 3 calendar months period. For the purpose of up time calculation, day will be counted of 12 hours duration - 8:00 AM to 8:00 PM on all days
Period for signing the order Acceptance	Within 7 days from the date of receipt of notification of award
Performance security value and retention period	10% of the contract value and it will be returned after 60 days from the last date of contract period
Period for furnishing performance Security	Within 7days from date of receipt of award
Performance security validity period	60 days beyond contract period

Payment terms	90% payment of the contract price shall be paid on receipt of supply and installation. Balance 10% payment would be made against 'Final Acceptance Certificate' of goods to be issued by the consignee subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.
LD for late deliveries	1% of the late delivered or deemed late delivered goods for one week or part there of 2% for 2 weeks or part there of 3% for 3 weeks or part thereof and so on maximum of 5%. If delay continues beyond the limit, contract is liable for cancellation
Maximum LD for late deliveries	5% of value of late delivered of deemed late delivered goods
Penalty for failure to maintain during warranty	For every 1% reduction in up time from 97%, penalty will be 0.3% of equipment cost, which is down or deemed down as the case may be.
Conditional bids	Not acceptable and liable for rejection.

Sd/-
REGISTRAR

SECTION-III
INSTRUCTIONS TO TENDERER

Instructions to bidder are broad guidelines to be followed while formulating the bid and its submission to the Purchaser. Envelope should be super scribed as "Tender for Supply, Installation, Integration and Commissioning of the Computer Printers and Photo Copier Machines at Krishna University.

1. Pre – Qualification Criteria:

- 1.1. Only Original Equipment Manufacturer(s) or their sole authorized distributor / agent are eligible to bid. Authorization letter in the prescribed format (Annexure – II) from Original Equipment Manufacturer (OEM) in favor of authorized Agent to bid / negotiate / conclude the order against this tender, must be enclosed with technical bid.
- 1.2. The tenderer shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs.30,000/- (Rupees Thirty Thousand only) which is refundable and a non-refundable tender fee for an amount of Rs. 1,000/- (Rupees One Thousand only). The EMD should be paid through online or in the form Demand Draft drawn in favour of "The Registrar, Krishna University" payable at Machilipatnam. The tender fee must be paid through online only into the general account of the university in State Bank of India (SBI) account no. 30467889969 Main Branch, Machilipatnam, IFSC code SBIN0000874. The demand drafts or online receipts for Earnest Money Deposit & online fee paid receipt of tender fee must be enclosed in the envelope containing the technical bid.
- 1.3. The tenderer should not have been debarred or blacklisted by any Central / State Government Departments of India. An affidavit to that effect on Non-Judicial stamp paper of Rs.10/- duly notarized must be enclosed with the technical bid in prescribed format. The proforma of the affidavit is attached with the tender as Annexure – III.
- 1.4. The applicant must have an average annual turnover of Rs 25 Lakhs in the previous 3 years ending March 2019. [The bidder to submit audited balance sheets along with CA certificate]

- 1.5. The bidder / OEM should have minimum annual supply for the items/product mentioned (irrespective of brand/model anywhere in India), during 2016-17, 2017-18 & 2018-19 as follows:

Item Name	Financial Year	Total no. of sales
1. Multi Functional Laserjet Printers	2016-17	25
2. Multi Functional Colour Printers	2017-18	25
3. Copier Machines	2018-19	25

Note: Bidders with average annual sales of 30 similar printers for the past three financial Years will also be eligible.

- 1.6. The bidder/OEM should have Minimum One service center at Vijayawada/Andhra Pradesh with at least one service engineers each center as on bid calling date [details of the service centers and service personnel should be enclosed].
- 1.7. Signed & stamped compliance sheet of the technical specification of the goods with technical printed literature along with Bill of Material (BoM) mentioning all the terms & conditions clearly, must be enclosed with the technical bid.
- 1.8. The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm. If, applicable.
- 1.9. Signed & stamped warranty declaration certificate from Original Equipment Manufacturer firm must be enclosed with the technical bid in prescribed format as attached as Annexure – IV.
- 1.10. Copies of the GST and PAN Certificates
- 1.11. Copies Two Years IT Returns out of Last three Years

- 1.12. Bidder should quote for business commercial model Multi Functional Laserjet Printers and Photo Copier Machines only. (Copy of the technical specification brochure should be enclosed.)
- 1.13. The tenderer shall submit the copy of the tender document and addenda thereto, if any, with each page should be signed and stamped to confirm the acceptance of the entire term & conditions of the tender.

The tender of any tenderer, who has not complied with one or more of the conditions of pre-qualification criteria and / or fail to submit the required documents in prescribed format as mentioned / or required / or conditional tender are liable to be summarily rejected.

2. METHOD OF SUBMISSION:

Bids shall be submitted online on <http://tender.apecurement.gov.in> Platform.

- 2.1. The participating bidders in the tender should register themselves free of cost on e-procurement platform in the website <http://tender.apecurement.gov.in>
- 2.2. Bidders can log-in to e-procurement platform in secure mode only by signing with the Digital certificates.
- 2.3. The bidders who are desirous of participating in e-procurement shall submit their technical bids, price bids as per the standard formats available at the e-market place.
- 2.4. The bidders shall sign on all the statements, documents certificates uploaded by them, owning responsibility for their correctness/authenticity.
- 2.5. The bidders should scan and upload the respective documents in Technical Documentation as per the check list.
- 2.6. After uploading the documents, the copies of the uploaded technical bid documents for evaluation and original Demand Drafts EMD and online fee paid receipt of Bid document fee are to be submitted by the bidder to the "The Registrar, Krishna University, Machilipatnam" by **12:00PM on 06.01.2021.**
- 2.7. Failure to furnish any of the uploaded documents, certificates, will be entitled in rejection of the bid. The The Krishna University, Machilipatnam shall not hold any risk on account of postal delay. Similarly, if any of the certificates, documents, etc., furnished by the Bidder are found to be false / fabricated / bogus, the bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the EMD will be forfeited.
- 2.8. The Krishna University, Machilipatnam will not hold any risk and responsibility regulating non-visibility of the scanned and uploaded documents.

2.9. The Documents that are uploaded online on e-market place will only be considered for Bid Evaluation. The hard copies of all the uploaded Technical documents should be self – attested with seal. The rates should be quoted online only. The financial bids of the Bidders, who qualify the technical bid, shall only be opened.

Any technical bid is found without the demand drafts/online receipts of earnest money deposit and tender fee/Tender Processing Fee will be rejected. The University will not be liable to pay any interest on such an amount. The earnest money deposit shall be forfeited, if the tenderer withdraws its bid during the period of tender validity. After the award of the contract to the successful tenderer, the earnest money deposit of the unsuccessful tenderer(s) will be refunded within 30 days

3. **Validity:** Quoted rates must be valid for a period of 180 days from the date of the closing of the tender. The overall offer for the assignment and tenderer quoted price shall remain unchanged during the period of validity. If the tenderer quotes the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.

In case the tenderer withdraws, modifies or changes his offer during the validity period, the tender is liable to be rejected and the earnest money deposited shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

4. **Delivery & Installation:** All the goods ordered should be delivered within 04 weeks from the date of the receipt of the purchase order and satisfactory installation / commissioning and handover of the equipment will be completed within 01 week from the date of receipt of the material at the University premises and it will be ready to use on faultless working condition from the date of the issue of the purchase order or within such time as may be extended by the University.

5. **Satisfactory Installation:** Satisfactory installation / commissioning and handing over of the equipment mean the faultless functioning of the equipment for a minimum period of 60 days after satisfactory installation.

6. **Liquidated Damages (LD):** If the supplier would fail to perform the satisfactory installation / commissioning of the equipment and/ or which is not ready to use within stipulated time then penalty at the rate of 1% per week subject to maximum of 5% of the order value will be deducted.

7. Extension of Delivery & Installation Period: If the supplier is unable to complete the project / order within the stipulated time, for which the supplier is responsible, it is required to request for the extension of the delivery period to the University, and the University will take decision in this regard.

In case the supplier fails to complete the order / project within the stipulated time, University reserves the right to cancel the contract / order and performance security / EMD may be forfeited.

8. Warranty:

Tender must be quoted with the three (03) years comprehensive on-site Warranty and it will commence from the date of the satisfactory installation / commissioning of equipment against the defect of any manufacturing, workmanship and poor quality of components and tenderer also give the warranty declaration in prescribed format as attached with tender as Annexure – IV.

In case, supplier would fail to repair / or rectify the equipment during the warranty / guarantee period, University may employ or pay other person for the repairing of the equipment, all the such damages, loss and expenses shall be recoverable from the supplier.

9. Training of Personnel:

The supplier shall be required to undertake to provide the technical training to the personnel involved in the use of the equipment at the University premises, immediately after completing the installation of the equipment for a minimum period of a two days at the company cost.

10. Financial Bid:

The rates should be quoted inclusive of the essential charges on FOR at destination site basis in the prescribed format with complete description. Name of the manufacturer, model number must be indicated clearly in the proforma invoice / quotation, failing which the same shall be liable for rejection.

11. Tender Evaluation:

The University will evaluate the entire tenders, strictly on the basis of the terms & conditions incorporated in the tender enquiry document and terms, conditions etc. as stipulated by the tenderer(s) in their tender to determine whether these are compliance in all respects, as specified in the tender enquiry document.

During the evaluation / scrutiny of the tenders, at any stage, if it is found that any of the tenderer(s) terms and conditions are not compliance with tender enquiry document, University may seek the clarification within the specified target time or to be rejected and if the tenderer fails to reply / or not agree / accept the terms and conditions, their tender will be treated as unresponsive and it is liable for rejection.

12. Award of Contract:

After the award of work, the supplier shall be required to submit the performance security in the form of Demand Draft/ irrevocable bank guarantee in the prescribed format (Annexure – V) issued by any Nationalized Bank, for an amount equal to the 5% of order value and **it will be kept valid for a period of 60 days beyond the date of completion of warranty period. Warranty Period will be commenced from the date of the installation of the supplied item. Hence, be careful at the time of calculation of the validity date of Performance Bank Guarantee**

13. Payment Terms:

90% payment of the total order value shall be released against receipt of the goods at the University premises after the successful installation / commissioning of the ordered goods against the submission of the test report.

Balance 10% payment would be made against 'Final Acceptance Certificate' of goods to be issued by the consignee subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

14. General Instructions:-

- 14.1. Tender call or invitation for bids means the detailed notification seeking a set of solution(s), service(s), material(s) or any combination of them.
- 14.2. Specification means the functional and technical specifications or statement of work, as the case maybe.
- 14.3. Firm means a company, authority, co-operative or any other organization incorporated under appropriate statute as is applicable in the country of incorporation.

- 14.4. Bidder means any firm offering the solution(S), service(S) and/or materials required in the tender call. The word vendor when used in the pre award period shall be synonymous with bidder and when used after award of the contract shall mean the successful bidder with whom Krishna University, Machilipatnam signs the contract for rendering of goods and services.
- 14.5. Pre-qualification and Technical bid means that part of the bid that provides information to facilitate assessment by Krishna University, Machilipatnam, professional, technical and financial standing of the bidder, conformity to specifications, etc.
- 14.6. Financial Bid means that part of the bid, that provides price schedule, total project costs etc.
- 14.7. Three parts Bid means the **prequalification bid, technical and financial bids** submitted to Krishna University, Machilipatnam.
- 14.8. Goods and services mean the solution(s), service(s), material(s) or a combination of them in the context of the tender call and specifications.
- 14.9. The word goods when used singly shall mean the hardware, firm ware component of the goods and services.
- 14.10. This invitation for bids is open to all firms both from within and outside India, who are eligible to do business in India under relevant Indian laws as is in force at the time of bidding subject to meeting the pre qualification criterion.
- 14.11. Bidders marked /considered by Krishna University, Machilipatnam, to be ineligible to participate for non satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
- 14.12. Breach of general or specific instructions for bidding, general and special conditions of contract with Krishna University, Machilipatnam or any of its user organizations may make a firm ineligible to participate in bidding process.
- 14.13. Wherever a specific form is prescribed in the bid document, the bidder shall use the form to provide relevant information, if the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.

14.14. A prospective vendor requiring any clarification of the bidding documents may get from the Registrar, Krishna University, Machilipatnam, Andhra Pradesh, through e-mail in a specified format mentioned in Clarifications Section of this document. The Registrar, Krishna University, Machilipatnam response (including an explanation of the query but without identifies the source of inquiry) will be uploaded on the Krishna University Website as well as E-Procurement Platform

14.15. The concerned person will respond to any request for clarification of bidding documents which were received not later than bid clarification date mentioned in the notice prior to deadline for submission of bids prescribed in the tender notice. No clarification from any bidder shall be entertained after the close of date i.e pre-bid meeting date and time for seeking clarification mentioned in tender call notice. It is further clarified that the Krishna University, Machilipatnam shall not entertain any correspondence regarding delay or non-receipt of clarification from the Krishna University, Machilipatnam.

15. Amendment of bidding documents:

15.1.1. At any time prior to the dead line for submission of bids, The Registrar, Krishna University, Machilipatnam, 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.

15.1.2. The amendments if any shall be uploaded in Krishna University's website and AP e-procurement platform, and such modification will be binding on all bidders.

15.1.3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Krishna University, Machilipatnam, at its discretion, may extend the deadline for the submission of bids.

16. Period of validity of bids:

16.1. Bids shall remain valid for the days or duration specified in the bid document, after the date of bid opening prescribed by Krishna University, Machilipatnam. A bid valid for a shorter period shall be rejected as non-responsive.

16.2. In exceptional circumstances, the Krishna University, Machilipatnam, Andhra Pradesh may solicit the bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitably extended. A bidder granting the request will not be permitted to modify its bid.

16.3. **Submission of bids:** The bidders shall submit all the bids i.e. pre-qualification, technical and commercial to Krishna University, Machilipatnam through AP e-procurement web site. And hard copies of the documents are to be submitted by the date and time mentioned in tender call notice.

17. **Deadline for submission of bids:**

17.1. Bids must be submitted to The Registrar, Krishna University, Machilipatnam no later than the bid submission date and time specified in the tender call notice.

17.2. The Registrar, Krishna University, Machilipatnam may, at his/her discretion, extend this dead line for the submission of bids by amending the tender call, in which case all rights and obligations of the Krishna University, Machilipatnam and bidders prevail subject to the deadline will thereafter be subject to the deadline as extended.

17.3. The hard copies of the documents are to be submitted at The Registrar, Krishna University, Machilipatnam as mentioned in the tender call notice.

17.4. **Late bids:** Hard Copies of any bid not received by the Registrar, Krishna University, Machilipatnam, Krishna (D), A.P by the deadline i.e. by 12:00 PM on 06/01/2021 will be rejected and returned unopened to the bidder.

17.5. Modification and withdrawal of bids: No bid can be modified subsequent to the dead line for submission of bids. No bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval will result in the forfeiture of its bid security (EMD).

18. **Bid security i.e. Earnest Money Deposit(EMD):**

18.1. The bidder shall furnish, as part of its bid, a bid security for the amount specified in the tender call notice.

- 18.2. The bid security is required by The Registrar, Krishna University, Machilipatnam to Assure bidder's continued till award of contract and Conduct in accordance with bid conditions during the bid evaluate on process.
- 18.3. The bid security shall be in Indian rupees and shall be in a form of DD, issued by a reputable bank scheduled in India and having at least one branch office in Machilipatnam, Andhra Pradesh.
- 18.4. Unsuccessful bidder's bid security (EMD) will be discharged or returned as promptly as possible, but not later than thirty (45) days after the expiration of the period of bid validity prescribed by Krishna University.
- 18.5. The successful bidder's bid security(EMD) will be discharged upon the bidder signing the contract, and furnishing the performance security.
- 18.6. **The bid security may be forfeited:**
 - a) If a bidder withdraws its bid during the period of bid validity or
 - b) In the case of a successful bidder, if the bidder fails:
 1. to sign the contract in time;
 - or
 2. to furnish performance security

19. **Preparation of Pre-qualification bid:** It shall contain of the documents as per eligibility criteria or check list.

20. **Preparation of technical bid:**

- 20.1. Technical documentation-confirmation to technical specification etc.
- 20.2. Plan for in lab proof of concept, if required in tender call.
- 20.3. Plan for field demonstration if required in tender call
- 20.4. Detailed technical documentation, reference to various industry standards to which the goods and services included in vendor's offer conform, and other literature concerning the proposed solution, In particular, the vendors should identify areas in which their solution conforms to open standards and areas that are proprietary in nature. Justification about proprietary components in terms of functionality and performance should be given.
- 20.5. A Statement about appropriateness of the product design and solution plan for operating conditions in India, including physical, infrastructure and human factors.

- 20.6. In the case of a bidder offering to supply goods under the contract which the bidder did not manufacture or otherwise produce, the bidder has been duly authorized by the good's manufacture or produces to supply the goods in India.
- 20.7. A Statement of the serviceable life of goods and services offered by the firm, Available sources of maintenance and technical support during the serviceable life, Available sources of spare parts, Special tools, etc.. necessary for the proper and continuing functioning of the goods and services, for the serviceable life.

21. **Preparation of financial bid**

- 21.1. The financial bid should provide cost calculation corresponding to each component of the project.
- 21.2. **Bid Prices**
 - a. The bidder shall indicate the unit process (where applicable) and the total bid price of the goods/services it proposes to supply under the contract.
 - b. **The Bidder shall indicate the unit price and the total price of the Computer Printers and Photo Copier Machines.**
 - c. The bidder shall indicate Basic Prices and taxes, duties etc. (if required) in the form prescribed.
 - d. Bidder's separation of price components will be solely for the purpose of facilitating the comparison of bids by Krishna University, Machilipatnam and will not in any way limit the purchaser's right to contract on any of the terms offered.
 - e. Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account unless otherwise specified in the tender call. A bid submitted with an adjustable prices quotation will be treated as non responsive and will be rejected.
 - f. Bidder should quote all the columns in the financial bid otherwise the bid stands invalid.

22. **Bid currency:**

Prices shall be quoted in Indian rupees

23. Outline of bid Opening procedure

- 23.1. The bid opening and evaluation process will be sequential in nature. Means that bidder must qualify a particular stage to be eligible for next stage. Immediately after the closing time, The Registrar, Krishna University, Machilipatnam authorized person shall open the Pre- qualification bids and list them for further evaluation. The Technical bids of only those bidders who qualify in the pre- qualification bid will be opened at the date that will be informed by The Registrar, Krishna University, and Machilipatnam. After evaluation of technical bids, the financial bids of only those bidders who qualify in technical evaluation will be opened.
- 23.2. The Standard procedure, described here will stand appropriately modified, in view of special procedures of bid evaluation as mentioned in tender call or elsewhere in this bid document of decided by The Krishna University, Machilipatnam during the course of evaluation to meet any specific situation or need arising from time to time.

24. General Guidelines for bid opening and evaluation

Bids will be in three parts (Pre-qualification, technical and financial) or two parts (Technical and financial) or composite bid (technical and financial bid together) as indicated in the tender call. For three part bids there will be three bid opening events, in two part bid there will be two bid opening events and in case of composite bids there will be only one bid opening event. Following guidelines will generally be followed by Krishna University, Machilipatnam officers at each such event. However Krishna University, Machilipatnam may deviate from these in specific circumstances if it feels that such deviation is unavoidable. Or will improve speed of processing and consequent project execution.

24.1. Opening of Bids

Bids will be opened at the schedule time and date

24.2. Preliminary examination of Bids

Preliminary scrutiny will be made to determine where they are complete, whether any computational errors have been made, whether required sureties have been furnished, where the documents have been properly signed, and whether the bids are generally in order.

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the vendor does not accept the correction of the errors, its bid will be rejected and its bid security may be forfeited, If there is a discrepancy between words and figures the amount in words will prevail.

- 24.2.1. The Krishna University, Machilipatnam may waive any minor informality, nonconformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 24.2.2. Prior to the detailed evaluation, Krishna University, Machilipatnam 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.
- 24.2.3. If a bid is not substantially responsive, it will be rejected by the Krishna University, Machilipatnam and may not subsequently be made responsive by the bidder by correction of the nonconformity.

25. Clarification of bids

During evaluation of the bids, Krishna University, Machilipatnam may, at its discretion, ask the bidder for clarification of its bid.

26. Evaluation of Pre- qualification bids

- ❖ Pre – qualification bid documentation shall be evaluated in two sub-steps.
 - a. Firstly, the documentation furnished by the vendor will be examined prima facie to see if the technical skill base and financial capacity and other vendor attributed claimed therein are consistent with the needs of this project.
 - b. In the second step, Krishna University, Machilipatnam may ask vendor(s) for additional information, visit to vendors site and/or arrange discussions with their professional , technical faculties to verify claims made in technical bid documentation

27. Evaluation of technical bids :

Technical bid documentation shall be evaluated in two sub-steps

- 27.1. Firstly, the documentation furnished by the vendor will be examined prima facie to see if the technical skill base and financial capacity and other vendor attributes claimed therein are consistent with the needs of this project.

27.2. In the second step, Krishna University, Machilipatnam may ask vendor(s) for additional information, visit to vendors site and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation

28. Field demonstration

Krishna University, Machilipatnam will identify a part or segment of the proposed project site. The concerned bidder, on demand should be able to demonstrate functional requirements as described in the specifications.

29. Evaluation of financial bids

Financial bids of those vendors who satisfy all phases of the pre-qualification and technical bid corresponding to chosen technical bid choices will only be opened. All other financial bids will be ignored. Krishna University, Machilipatnam will assess the nature of financial offers and may pursue any or all of the options mentioned under financial bid. Krishna University, Machilipatnam may at its discretion discuss with vendor(s) available at this stage to clarify contents of financial offer.

30. General Evaluation of bids

1. Evaluation of financial bids will be excluded and not to be taken into account any offer not asked for or not relevant to the present requirements of under.
2. Past track record of bidder in supply/services and
3. Any other specific criteria indicated in the tender call and /or in the specifications.

31. Performance and productivity of the equipment

Bidders shall state the guaranteed performance or efficiency in response to the specifications.

32. Contacting Krishna University, Machilipatnam

1. Bidder shall not approach Krishna University, Machilipatnam officers outside of office hours and/or outside Krishna University, Machilipatnam office premises, from the time of the tender call notice to the time the contract is awarded.

2. Any effort made by a bidder to influence Krishna University, Machilipatnam officers in the decisions on bid evaluation, bid comparison or contract award may result in rejection of the bidder's offer and bidder may also be marked as ineligible for future bids, If the bidder wishes to bring additional information to the notice of the Krishna University, Machilipatnam, it should do so in writing

33. Right to vary quantities at time of award

Krishna University, Machilipatnam reserves the right at the time of award to increase or decrease the quantity, as indicated in tender call, from the quantity of goods and services originally specified in the specification without any change in unit price or other terms and conditions

34. Right to accept any bid and to reject any or all bids

✚ Krishna University, Machilipatnam reserves the right to accept or reject any bid , and to abandon the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) on the grounds for such decision.

✚ The Registrar, Krishna University, Machilipatnam reserves the right to accept or reject any / or all the tenders without assigning any reasons whatsoever. The Registrar, Krishna University, Machilipatnam also reserves the right to cancel the selection process for award of the contract at any time. The decision of The Registrar, Krishna University, Machilipatnam is final and binding.

35. Notification of award

1. Prior to expiration of the period of bid validity, The Registrar, Krishna University, Machilipatnam will notify the successful bidder in writing, that its bid has been accepted.
2. Upon the successful bidder's furnishing of performance security, The Registrar, Krishna University, Machilipatnam will promptly notify each unsuccessful bidder and will discharge its bid security.

36. Signing of contract

1. At the same time as the Registrar, Krishna University, Machilipatnam notifies the successful bidder that its bid has been accepted, the Registrar, Krishna University, Machilipatnam will send the bidder the Contract form provided in the bidding documents, incorporating all agreements between the parties.
2. On receipt of the Contract Form, the successful bidder shall sign the contract form with date and return it to the Registrar, Krishna University, Machilipatnam.

37. Performance Security

1. On receipt of notification of award from the Registrar, Krishna University, Machilipatnam, the successful bidder shall furnish the performance security in accordance with the conditions of contract, in the performance security form provided in the bidding documents or in another form acceptable to the Krishna University, Machilipatnam.
2. Failure of the successful bidder to sign the contract, proposed in this document and as may be modified, elaborated or amended through the award letter, shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Krishna University, Machilipatnam may make the award to another bidder or call for new bids.

38. Corrupt, fraudulent and unethical practices

1. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process of contract execution.
2. "Fraudulent practice" means a misrepresentation of facts in order to influence the procurement process or the execution of contract to detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Purchases or the benefits of free and open competition:

3. "Unethical practice" means any activity on the part of bidder, which try to circumvent tender process in any way. Unsolicited offering of discounts, reduction in financial bid amount, upward revision of quality of goods etc after opening of first bid will be treated as unethical practice.
4. The Krishna University, Machilipatnam will reject the proposal for award and also may debar the bidder for future tenders in the Krishna University, Machilipatnam, if it is determined that the bidder has engaged in corrupt, fraudulent or unethical practices in competing for, or executing a contract.

Sd/-
REGISTRAR

Section – IV

General conditions of proposed contract (GCC)

I.1. Definitions:

In this contract, the following terms shall be interpreted as indicated. Terms defined in general instruction to bidders section shall have the same meaning

- a) **“Contract”** means the agreement entered into between the Krishna University, Machilipatnam and the vendor, as recorded in the contract form signed by the parties, including all attachments and appendices there to and all documents incorporated by reference therein

- b) **“Contract price”** means the price payable to the vendor under the contract for the full and proper performance of its contractual obligations;

- c) **“Incidental services”** means those services ancillary to the supply of the goods and services, such as transportation and insurance and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the vendor covered under the contract;

- d) **“Purchaser/User”** means ultimate recipient of goods and services

- e) **“Vendor or Bidder”** means the individual or firm supplying the goods and services under this contract.

- f) **“Project site”**, where applicable, means the place(s) where goods/services are to be made available to user.

- g) **“LD”** means Liquidated Damages

- h) **“Day”** means calendar day

- i) **“Up time”** means the time periods where specified services with specified technical and service standards are available to user(s)

- j) **“Down time”** means the time period when specified services with specified technical and service standards are not available to user(s)

I.2. Application

These general conditions shall apply to the extent that they are not superseded by provisions of other parts of the contract.

I.3. Standards

The goods supplied under this contract shall conform to the standards mentioned in the specifications, and, when no applicable standard is mentioned, the authoritative standards appropriate to the goods' country of origin shall apply. Such standard shall be the latest issued by the concerned institution

I.4. Use of documents and information

1. The vendor shall not, without prior written consent from Krishna University, Machilipatnam, disclose/share/use the bid document, contract, or any provision thereof, or any specification, plan drawing, pattern, sample or information furnished by or on behalf of the Krishna University, Machilipatnam in connection therewith, to any person other than a person employed by the vendor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, so far as may be necessary for purposes of such performance.
2. The Vendor shall not, without prior written consent of Krishna University, Machilipatnam, make use of any document or information made available of the project, except for purposes of Performing the Contract.
3. All project related document (including this bid document) issued by Krishna University, Machilipatnam, other than the contract itself, shall remain the property of the Krishna University, Machilipatnam and shall be returned (in all copies) to the Krishna University, Machilipatnam on completion of the Vendor's performance under the contract if so required by the Krishna University, Machilipatnam.

I.5. User license and patent rights

1. The Vendor shall provide licenses for all software products, whether developed by it or acquired from others. In the event of any claim asserted by a third party for software piracy, the vendor shall act expeditiously to extinguish such claim. If the vendor fails to comply and the Krishna University, Machilipatnam is required to pay compensation to a third party resulting from such software piracy, the vendor shall be responsible to a compensation including all expenses, court costs and lawyer fees. The Krishna University, Machilipatnam will give notice to the vendor of such claim, if it is made, without delay.
2. The vendor shall indemnify the purchases against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, software package or any part thereof.

I.6. Performance security

1. On receipt of notification of award, the vendor shall furnish performance security to the Krishna University, Machilipatnam in accordance with bid document requirement.
2. The performance security shall be payable to The Registrar, Krishna University, Machilipatnam as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
3. The performance security shall be denominated in Indian rupees or in a freely convertible currency acceptable to The Krishna University, Machilipatnam and shall be in one of the following forms:
 - a) A bank guarantee or an irrevocable letter of credit, issued by a reputed bank located in India with at least one branch office in Machilipatnam /Vijayawada /Andhra Pradesh, in the form provided in the bidding document or another form acceptable to the Krishna University, Machilipatnam; or
 - b) A cashier's cheque or banker's certified cheque or a demand draft or pay order drawn in favor of The Registrar, Krishna University, Machilipatnam.
4. The performance security will be discharged by the Krishna University, Machilipatnam and returned to the vendor not later than forty five (45) days following the date of completion of all formalities under the contract and if activities, post warranty, by the vendor is envisaged, following receipt of a performance guarantee for annual maintenance as per bid document.

5. In the event of any contract amendment, the vendor shall, within 15 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract.

I.7 Manuals and drawings

1. Before the goods and services are taken over by the user, the vendor shall supply operation and maintenance manuals, (together with drawings of the goods and services where applicable).
2. The vendor shall provide complete technical documentation of hardware, firmware, compiler, printer software and the other software.
3. The manuals and drawings wherever applicable shall be in English or Telugu.
4. At least one set of the manuals should be supplied for each installation sites.
5. Unless and otherwise agreed, the goods and services shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the user.

I.8. Inspection and acceptance tests

1. Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

- a) Inspection of the goods shall be carried out to check whether the goods are in conformity with the specifications mentioned in the bid document. Following broad test procedure will generally be followed for inspection and testing of hardware and firmware. The vendor will dispatch the goods to the ultimate consignee after internal inspection testing along with the supplier's inspection report, manufacturer's warranty certificate. The Krishna University, Machilipatnam will test the equipment after completion of the installation and commissioning at the site of the installation. (If site preparation is not included in the tender call or specification, the vendor should furnish all details of the site requirement to the Krishna University, Machilipatnam sufficiently in advance so as to get the works completed before receipt of the equipment.)
- b) The Inspections and tests, at the discretion of The Krishna University, Machilipatnam, may be conducted on the premises of the vendor or its subcontractor(s), at point of delivery, and / or at the good's final destination. If conducted on the premises of the vendor or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspections at no charge to the Krishna University, Machilipatnam.

- c) If any inspected or tested goods fail to conform to the specifications, the Krishna University, Machilipatnam may reject the goods, and the vendor shall either replace the rejected goods or make alterations necessary to meet specifications requirements free of cost to the Krishna University, Machilipatnam /user.
- d) The Registrar, Krishna University, Machilipatnam has right to inspect, test and, where necessary reject the goods after the goods' arrival at user's site and shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the Registrar, Krishna University, Machilipatnam or its representative prior to the goods shipment from the country of origin.
- e) Nothing in this clause shall in any way release the vendor from any warranty or other obligations under this contract.
- f) The acceptance test will be conducted by the Registrar, Krishna University, Machilipatnam, their consultant or any other person nominated by the Registrar, Krishna University, Machilipatnam, at its option. There shall not be any additional charges for carrying out acceptance tests. Any reduction in functional requirements and performance specifications shall be ground for failure. Any malfunction, partial or complete failure of any part of hardware, firmware or excessive heating of hardware enclosures, motors attached to printers, drivers etc. or bugs in the software shall be grounds for failure of acceptance test. All the software should be complete and no missing modules/sections will be allowed. The vendor shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the Registrar, Krishna University, Machilipatnam, the successful completion of the test specified. And average uptake efficiency of 97% for the duration of test period (7 days) shall be considered as satisfactory.
- g) In the event of the hardware and software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear he acceptance test, failing which the Krishna University, Machilipatnam reserves the rights to get the Equipment replaced by the vendor at no extra cost to the Krishna University, Machilipatnam /user.

I.9. Acceptance certificates

On successful completion of acceptability test, receipt of deliverables etc, and after The Krishna University and Concerned Institutes are satisfied with the working of the system, the acceptance certificate signed by the vendor and the representative of the concerned Institute i.e. THE KRISHNA UNIVERSITY will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the printers and copiers.

I.10. Packing

1. The vendor shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
2. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in Special Conditions of Contract(SCC), and in any subsequent instructions ordered by the Krishna University, Machilipatnam.

I. 11. Delivery and documents

1. Delivery of the goods/services shall be made by the vendor in accordance with the terms specified in schedule of requirements. The details of shipping and / or other documents to be furnished and submitted by the vendor are specified below.
2. **For Goods supplied from abroad:**
 - a. Within 24 hours of shipment, the vendor shall notify the Krishna University, Machilipatnam and the Insurance Company by cable or telex or fax full details of the shipment including contract number, description of goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The vendor shall mail the following documents to the Krishna University, Machilipatnam, with a copy to the Insurance Company.
 - b. Four copies of supplier's invoice showing goods description, quantity, unit price and total amount;
 - c. 4 copies of packing list identifying contents of each package;
 - d. Insurance Certificate; Manufacturer's/Supplier's warranty certificate;
 - e. Inspection certificate, issued by the nominated inspection agency and the Supplier's factory inspection report; and
 - f. Certificate of origin.

The above documents shall be received by the Krishna University, Machilipatnam at least one week before arrival of Goods at the port or place of arrival and, if not received, the vendor will be responsible for any consequent expenses.

3. For Goods from within India:

Upon delivery of the goods to the user, the vendor shall notify the Krishna University, Machilipatnam and mail the following documents to the Registrar, Krishna University, Machilipatnam:

- a) Four copies of the vendor invoice showing goods description, quantity, unit price total amount;
- b) Delivery note, or acknowledgment of receipt of goods from the user;
- c) Manufacturer's or Supplier's warranty certificate;
- d) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report.
- e) Certificate of Origin;
- f) Insurance Policy;
- g) Excise gate pass Octroi receipts wherever applicable duly sealed indicating payments made; and
- h) Any of the documents evidencing payment of statutory taxes

The above documents shall be received by the Krishna University, Machilipatnam before arrival of the Goods (except deliver note and where it is handed over to the user with all documents) and if not received, the vendor will be responsible for any consequent expenses.

I.12. Insurance

1. It is suggested that the goods supplied under the contract shall be fully insured in an freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery up to user site.
2. The insurance should be for replacement value from "Warehouse to warehouse (final destination)" on "All Risks" valid upto 3 months till completion of delivery, installation and commissioning.

I.13. Transportation

Transport of the goods to the project site(s) shall be arranged by the vendor at his cost.

I.14. Hardware Installation

The vendor is responsible for all unpacking, assemblies, installations and connecting to power supplies. The vendor will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the printer hardware at all installation sites.

I.15. Incidental services

1. The vendor may be required to provide any or all the following services, including additional services:
 - a. Performance or supervision or maintenance and/or repair of the supplied goods and services, for a period of time agreed by the parties, provided that this service shall not relieve the vendor of any warranty obligations under this Contract, and
 - b. Training of the Krishna University, Machilipatnam or its user organization personnel, at the vendor's site and/ or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied goods and services.

Prices charged by the vendor for the preceding incidental services, if any, should be indicated separately (if required), and same will be mutually negotiated separately.

I.16 Spare Parts

1. The Vendors may be required to provide any or all of the following materials. Notifications and information pertaining to spare parts manufactured or distributed by the Vendor.
2. Such spare parts as the Krishna University, Machilipatnam and concerned Institute may elect to purchase from the Vendor, provided that this election shall not relieve the Vendor of any warranty obligations under the contract and
3. In the event of termination of production of the spare parts, an advance notification to the Krishna University, Machilipatnam and Concerned Institute of the pending termination, in sufficient time to permit the Krishna University, Machilipatnam to procure needed requirements.
4. The Vendor shall ensure availability of spares in stock at his nearest service centre for immediate delivery such spare parts as: (a) are necessary for a minimum of 6 years of operation after installation at the purchaser's sites (b) are necessary to comply with specifications.

I.17 Warranty

1. The Vendor warrants that the goods and services 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 Vendor further warrants that all goods and services supplied under this contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Vendor that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
2. The warranty period shall be as stated in bid document. The vendor shall, in addition, comply with the performance guarantees specified under the contract. If, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part, the vendor shall, makes such changes, modifications, and/or additions to the goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expenses and to carry out further performance tests.
3. The equipment supplied should achieve required up time.
4. The Krishna University, Machilipatnam/user shall promptly notify the Vendor shall, within the period specified in GCC and with all reasonable speed, repair or replace the defective goods and services or parts thereof, without costs to the user.
5. If the Vendor, having been notified, fails to remedy the defects(s) within a reasonable period, the Krishna University, Machilipatnam /user may proceed to take such remedial action as may be necessary, at the vendor's risk and expense and without prejudice to any other rights which the Krishna University, Machilipatnam /user may have against the Vendor under the contract.

I.18 Maintenance Service

1. Free maintenance services including spares shall be provided by the vendor during the period of warranty. User, at its discretion may ask the vendor to provide maintenance services after Warranty period, i.e., annual maintenance and repairs of the system at the rates indicated by bidder in its proposal and on being asked so, the vendor shall provide the same. The cost of annual maintenance and repairs cost (after warranty period), which will include cost of spares replaced, shall be paid in equal quarterly installments at the end of each quarter.

2. The maximum response time for maintenance complaint from any of the destination (i.e., time required of suppliers maintenance engineers to report to the installations after a request call/telegram is made or letter is written) shall not exceed 48 hours.
3. The vendor will accomplish preventive and breakdown maintenance activities to ensuring that all hardware, and firmware execute without defect or interruption for at least required up time.
4. In case up time is greater than the stipulated up time, penalty as indicated in the bid document shall be imposed on the vendor.
5. The amount of penalty if any, will be recovered at source from the performance guarantee during the warranty or from annual maintenance charges payable as the case may be.

I.19 Payment

1. The vendor's request(s) for payment shall be made to the concerned Institute level in writing, accompanied by an invoice describing, as appropriate, the goods/service delivered/performed.
2. Payments shall be made promptly by the concerned Institute but in no case later than (60) days after submission of a valid invoice or claim by the vendor.
3. The currency of payment will be Indian rupees.
4. Payment shall be made as indicated in Bid document.
 - a. The annual maintenance and repair cost as per separate agreement if any, shall be paid in equal quarterly installments at the end of each quarter as per the rates quoted and agreed.
5. Payment will be made through cheque/RTGS/NEFT Transfer.

I.20 Prices

Prices charged by the Vendor for goods delivered and services performed under the contract shall not vary from the prices quoted by the Vendor in its bid, with the exception of any price adjustments authorized in special conditions of contract or in the request for bid validity extension, as the case may be.

I.21. Change Orders:

The Krishna University, at any time, by written order given to the Vendor, make changes within the general scope of the Contract in any one or more of the following:

- a) Drawing, designs, or specifications, where Goods to be supplied under the Contract are to be specifically manufactured for the Krishna University and concerned Institutes;

- b) The method of shipment or packing;
- c) The place of delivery and /or the services to be provided by the Vendor.

If any such change causes an increase or decrease in the cost of, or the time required for, the Vendor's performance of any provisions under the contract, an equitable adjustments shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any claims by the Vendor for adjustment under this clause must be asserted within thirty(30) days from the date of the Vendor's receipt of the change order.

I.22 Contract amendment

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

I.23. Assignment

The Vendor shall not assign, in whole or in part, its obligations to perform under this contract, except with the prior written consent from the Krishna University.

I.24. Delays in the supplier's performance

1. Delivery of the Goods and performance of the services shall be made by the Vendor in accordance with the time schedule specified by the Krishna University in the specifications.
2. If at any time during performance of the contract, the vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the Vendor shall promptly notify the Krishna University in writing of the fact of the delay, its likely duration and its causes (s). As soon as practicable after receipt of the Vendor's notice, The Krishna University shall evaluate the situation and may at its discretion extend the Vendor's time for performance, with or without liquidated damages.
3. A delay by the Vendor in the performance of its delivery obligations shall render the vendor liable to the imposition of appropriate liquidated damages, unless an extension of time is agreed upon by The Krishna University without liquidated damages.

I.25 Liquidated damages (LD)

If the Vendor fails to deliver any or all of the goods or perform the services within the time periods (s) specified in the Contract, the Krishna University shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to, as per the terms indicated in the bid document, until actual delivery or performance, subject to maximum limit. Once the maximum is reached, the Krishna University may consider termination of the contract.

I.26 Termination for default

1. The Krishna University, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate the Contract in whole or in part:
 - a. If the Vendor fails to deliver any or all of the Goods/Services within the time period(s) specified in the contract, or within any extension thereof granted by the Krishna University pursuant to Clause 25 of GCC.
 - a. If the Vendor fails to perform any other obligation(s) under the Contract or
 - b. If the Vendor, in the judgment of the Krishna University has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
2. In the event the Krishna University terminated the contract in whole or in part, The Krishna University may procure, upon such terms and in such manner as it deems appropriate, goods or services similar to those undelivered, and the Vendor shall be liable to the Krishna University for any excess performance of the contract to the extent not terminated.

I.27 Force majeure

1. The Vendor shall not be liable for the forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event for Force Majeure.
2. For purpose of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Supplier's fault or negligence and not foreseeable. Such events may include but are not restricted to, acts of the Krishna University in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
3. If a Force Majeure situation arises, the Vendor shall promptly notify the Krishna University in writing of such condition and the cause thereof. Unless otherwise directed by the Krishna University in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

I.28. Termination for insolvency

The Krishna University may at any time terminate the contract by giving 30 days written notice to the Vendor if the Vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Krishna University.

I.29 Termination for convenience

1. The Krishna University, may at any time by giving 30 days written notice to the Vendor, terminate the Contract, in whole or in part, for its convenience. The notice of termination shall specify that termination is for the Krishna University convenience, the extent to which performance of the Vendor under the Contract its terminated, and the date upon which such termination becomes effective.
2. The goods that are completed and ready for shipment within thirty(30) days after the vendor's receipt of notice of termination shall be accepted by the Krishna University at the contract terms and prices. For the remaining Goods, the Krishna University may elect to have any portion completed and delivered at the contract terms and prices at its discretion.

I.30 Resolution of disputes:

1. The Krishna University and the Vendor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with contract.
2. If, after thirty (30) days from the commencement of such informal negotiations, the Krishna University and the Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified here in. These mechanisms may include, but are not restricted to, conciliation mediated by a third party.
3. The dispute resolution mechanism shall be as follows:
4. In case of a dispute or difference arising between the Krishna University and the Vendor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, of India, 1996.

I.31. Governing Language

The Contract shall be written in English or Telugu. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in same languages.

I.32. Applicable law

The contract shall be interpreted in accordance with appropriate Indian laws.

I.33 Notices

1. Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by telex, email, cable or facsimile and confirmed in writing to the other party's address.
2. A notice shall be effective when delivered or tendered to other party whichever is earlier.

I.34. taxes and duties

The vendor shall be entirely responsible for all taxes, Duties, license fee Control, road permits etc. incurred until delivery of the contracted Goods/services at the site of the user or as per the terms of tender document if specifically mentioned.

I.35 Licensing Considerations

The software mentioned in the Schedules or Requirement will be used throughout Andhra Pradesh or user's sites even outside Andhra Pradesh.

I.36 Protection against damages – site conditions:

1. The system shall not be prone to damage during power failures and trip outs. The normal voltage and frequency conditions available at site are as under
 - a. Voltage 230 Volts.
 - b. Frequency 50Hz.
2. However, locations may suffer from low voltage conditions with voltage dropping to as low as 160 volts and high voltage conditions with voltage going as high as 220+20% volts. The relative humidity may range in between 5% to 95%.
3. The goods supplied under the contract should provide protection against damage under above conditions.

I.37 Fail-safe procedure

The vendor should indicate in detail fail-safe procedure (s) for the following:

1. Power failure
2. Voltage variation
3. Frequency variation

I.38 Training:

For each hardware and software component installed, the Vendor may be required to train the designated The Krishna University and concerned Institute's persons and user personnel free of cost to enable them to effectively operate the total system. The training, if required, shall be given specified in the SCC at the locations specified. The training schedule will be agreed to by both parties during the performance of the Contract.

I.40 Site Preparation and Installation:

The Purchaser is solely responsible for the construction of the installation sites except where it is specifically required under bid document. The bidder will designate to perform a site inspection to verify the appropriateness of the sites before the installation of every hardware related them.

Configuration -I
Technical Specifications

Multi Functional Laserjet Printers and Photo Copier machines

S.No	Item Description	Key Features & Technical Specifications	Total No. Required
1	Multi Functional Laser Printer	<p>Multi Functional Printer (Laserjet)</p> <ul style="list-style-type: none"> • Print, Copy and Scan • Duplex Print, A4, Legal, Letter, Indian Legal, Foolscap • ADF , Wi -Fi, Ethernet and USB connectivity • Mobile Printing Support • Minimum 27 ppm • Minimum Scan Speed 20 ipm /15ipm (mono/colour) • Device memory 512MB, 3 years onsite Warranty 	20
2	Multi Functional Colour Printer	<p>Multi Functional Colour Printer (Laserjet)</p> <ul style="list-style-type: none"> • ADF, Wi Fi, Ethernet and USB connectivity • Mobile Printing Support • Minimum 18 ppm, Min. Print resolution: 600dpi • Device Memory 1GB • Minimum Scan Speed 26 ipm /13 ipm (mono/colour) • 3 years onsite Warranty 	2
3	Multi Functional Copier (Xerox Machines)	<p>Multi Functional Copier</p> <ul style="list-style-type: none"> • A3 with Print, Copy and Scan • Duplex in Print, Copy and Scan • ADF • Wi Fi, Integrated Gigabit Ethernet and USB connectivity • Minimum 25 ppm • Scanning Speed minimum 50 ipm • Device memory 2GB • 3 years onsite Warranty 	6

Annexure – II
FORMAT FOR MANUFACTURER’S AUTHORISATION LETTER TO AGENT
(on letter head)

Ref. No.

Date:

To

The Registrar

THE KRISHNA UNIVERSITY

Machilipatnam, Krishna District

Andhra Pradesh –

Sub.: Manufacturer Authorization Letter

Dear Sir,

We, _____, who are established and reputed manufacturers of _____, having factory at _____, hereby authorize M/s. _____ (name & address of Indian distributor /agent) to submit a bid, negotiate and receive the order from you against your tender enquiry.

We shall remain responsible for the tender / contract / agreement negotiated by the said M/s. _____, jointly and severally.

We ensure that we would also support / facilitate the M/s _____ on regular basis with technology / product updates for up-gradation / maintains / repairing / servicing of the supplied goods manufactured by us, during the warranty period. We hereby extend our full guarantee and warranty as per the Tender Conditions for the goods offered for Supply, Installation and Commissioning of the Multi Functional Laserjet Printers and Photo Copier machines at Krishna University, Machilipatnam as per tender document.

Yours faithfully,

[Name & Signature]

for and on behalf of M/s. _____ [Name of manufacturer]

Note: This letter of authorization should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer. A copy of power of attorney should also be furnished.

Annexure – III

NON BLACKLISTING CERTIFICATE

**[Affidavit on the Rs. 10 Non Judicial Stamp Paper duly attested by
notary/Magistrate]**

I/We hereby certify that the ----- [Name of the company / firm] has not been ever blacklisted/debarred by any Central / State Government / Public Undertaking / University / University on any account.

I/We also certify that firm will provide material/equipments/products as per the specification given by THE KRISHNA UNIVERSITY- Machilipatnam, and also abide all the terms and conditions stipulated in the bid document.

I/We also certify that the information given in bid is true and correct in all aspects and in any case at a later date it is found that any details provided are false and incorrect, the EMD/ Performance Security shall be forfeited and contract summarily terminated at any stage, the firm will be blacklisted and THE KRISHNA UNIVERSITY- Machilipatnam, may imposed any action as per the rules.

Date :

Name :

Place :

Business Address :

Signature of Service Provider:

Seal of the Service Provider:

Annexure – IV

CERTIFICATE OF GUARANTEE/WARRANTY (on letter head of OEM)

I / We certify that the guarantee / warranty shall be given for a period of three(03) years starting from the date of the satisfactory installation, commissioning and handing over of the equipment and the work completed under the contract.

During the guarantee / warranty period, I / we shall provide the “after sale service” and the replacement of defective / or any part(s) of the equipment or rectification of defects of work of the equipment will be free of cost.

The replacement of the parts shall be arranged by us, at our own cost and responsibility. We undertake that the above guarantee / warranty shall begin only from the date of handing over of the equipment. The benefit of change in dates of the guarantee / warranty period shall be in the interest of the user / your organization.

During the warranty period, we shall provide atleast two(2) preventive maintenance visits per year.

Uptime Guarantee: During the guarantee / warranty period, we will be responsible to maintain the equipment including all the accessories in the satisfactory faultless working conditions for a period 347 days (i.e. 95% uptime) in a block of 365 days.

- ✚ All complaints will be attended by us within 4 working days of receipt of the complaint in our office.
- ✚ In case there is delay of more than 4 days in attending the complaint from our side then the University can count the number of days in excess of the permissible response time in the downtime. The above said response time of 4 days for attending to a complaint by us will not be counted in the downtime.
- ✚ Penalty: We shall pay a penalty equivalent to 0.5 % of the order value of the equipment for every week or part thereof delay in rectifying the defect.

No deduction or advantage of any kind on account of Sundays, half days or Public / Govt. holidays observed by the University shall be allowed from the total down time permissible as defined above. The right to accept the reason(s) for delay and consider reduction or waive off the penalty for the same shall be at the sole discretion of the University.

I / We shall try to repair the equipment at University premises. However, in case it is not possible to repair the equipment at University premises, we will take out the equipment to our site on our own expenses. We shall take the entire responsibility for the safe custody and transportation of the equipment taken out for repairs till the equipment is rehabilitated to the University after repair. If any loss of equipment occurred during our custody, we will restore it / compensate to University for such losses.

I / We guarantee that in case we fail to carry out the maintenance work within the stipulated period, the University reserves the right to get the maintenance work carried out at our risk, cost and responsibility after informing us. All the expenses including excess payment for repairs / maintenance shall be adjusted against the Performance Bank Guarantee. In case the expenses exceed the amount of the Performance Bank Guarantee, the same shall be recoverable from us with / without interest in accordance with the circumstances.

I / We undertake to perform calibration after every major repair / breakdown / taking the equipment out for repair from the University premises. I / We guarantee that we will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price.

I / We guarantee to the effect that before going out of production of the spare parts, we will give the adequate advance notice to University so that University may undertake to procure the balance of the life time requirements of the spare parts.

Authorized signatory of the company with seal

Annexure-V

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

The Registrar
The Krishna University, Machilipatnam
Machilipatnam, Krishna District
Andhra Pradesh - 521201

WHEREAS..... (Name and address of the Supplier) (hereinafter called "the Supplier") has undertaken, in pursuance of contract no..... dated (herein after called "the contract") to supply

AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you with a bank guarantee by a scheduled/nationalized bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with and due performance of the contract;

AND WHEREAS we have agreed to give the Supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Supplier, up to a total of (amount of the guarantee in words and figures), and we hereby irrevocably and absolutely undertake to pay you immediately, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

The Bank guarantee shall be interpreted in accordance with the laws of India. The Guarantor Bank represents that this Bank Guarantee has been established in such form and with such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

The Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank or the Supplier. The Bank further undertakes not to revoke this Guarantee during its currency except with the previous express consent of the Buyer in writing. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if University serve upon us a written claim or demand.

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at..... (Address of local branch).

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for an on behalf of the Bank.

This guarantee shall be valid up to and including the day of, 20.....

.....
(Signature with date of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

ANNEXURE –VI
Bidder Information

1	Name of the organization	
2	Year of establishment	
3	Complete postal address	
4	Name & Designation of Authorized person	
5	Phone No.'s	
6	Email	
7	Nature of the firm (Proprietary/partnership/etc...)	
8	PAN No.	
9	GST No:	
10	Tender Processing Fee (Non Refundable)	Amount (Rs.): Transaction No.: Date of Transfer: Name of the Bank & Branch:
11	EMD	Amount Rs.: DD No. / Payment ID.: Date of Payment: Issuing Bank & Branch (If DD):
12	Name and address of the Officer/contact person to whom all references shall be made regarding this tender enquiry. Name: Designation: Mobile No: Email:	
13	Details of certificates enclosed.	

FINANCIAL BID

Note: Bidder should quote all the columns in the financial bid otherwise the bid stands invalid.

Form - F1

S.No	Particulars (with make & model for the following configuration)	Quantity (No's)	Unit Price Without Taxes (INR)	Taxes & Duties, etc. on Unit price	Total Unit Price (INR)	Total Price (Rs.)
A	B	C	D	E	F= D+E	G = F *C
1	Multi Functional Laser Printer as per the technical specifications given in tender document (With three years onsite warranty)					
2	Multi Functional Colour Laser Printer as per the technical specifications given in tender document (With three years onsite warranty)					
03	Multi Functional Copier i.e. Xerox Machines as per the technical specifications given in tender document (With three years onsite warranty)					

Note:

1. I/We have gone through the entire terms & conditions as stipulated in the tender enquiry document and confirm to accept and abide the same.
2. No other charges would be payable by the University.

Authorized signatory of the company with seal