



TELANGANA UNIVERSITY

DICHPALLY, NIZAMABAD – 503 322

(Established under Act No. 28 of 2006. A.P.)

Recognized by UGC 12 (B) 2(f), Accredited by NAAC with “B+” Grade

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Lr. No. / E-PROC/REG /TU/NZB/2017

Date : 27/09/2017

E-PROCUREMENT TENDER NOTICE **FOR PROCUREMENT OF LAB EQUIPMENTS OF** **PHARMACEUTICAL CHEMISTRY DEPARTMENT**

Important Dates

Date of release of Tender through e-procurement	: 28/11/2017
Last date & time for submission of bid	: 11/12/2017 at 04:00 pm
Date & time for opening of technical bid	: 12/12/2017 at 02:00 pm
Date & time for opening of financial bid	: 13/12/2017 at 03:00 pm

Online tenders are invited under Two-Bid system through e-Procurement System from the reputed registered manufacturers or their authorized dealers/agencies having capacity to provide the **Lab Equipments for Department of Pharmaceutical Chemistry, TELANGANA UNIVERSITY, Dichpally, Nizamabad** as per the technical specifications & required quantity (as mentioned in Annexure-I and Annexure-II) , and as per Terms & Conditions of the Contract through e-tendering procurement process.

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ANNEXURE-I

List of laboratory instruments and equipments with the following specifications as outlined here. On all the instruments and equipments, a minimum of 3+ years of warranty is must.

1. Rotary Evaporator: 1 no.

Rotary evaporator condenser with 1 litre evaporating flask and 1 litre receiving flask; Digital display of heating bath actual and set temperature; Rotation speed 280 RPM; Grease-free PTFE valves; Heating bath should accommodate 5 litre flask; Corrosion resistant; **three years warranty**

Vacuum Pump:

Chemical resistant double stage diaphragm vacuum pump with suction capacity in 2 m³/hour; 7 mbr ultimate vacuum; **three years warranty**

Chiller:

Setting Temperature range: -20 to 100°C

Working temperature range: 0 to 100°C

Bath capacity: 6ltr; **three years warranty**

2. IR Spectrophotometer: 1 no; Shimadzu

Wave Number Range: 350-7500 cm⁻¹; Resolution: 0.5cm⁻¹ or Better; Interferometer: Michelson Interferometer; Light Source: ceramic light source; Detector: DTGS or DLATGS; Signal to Noise Ratio: 25000:1 or Better; should provide standard sample for calibration; Transmission mode must be available in the standard configuration; Wave number Accuracy: 0.01 cm⁻¹; Auto alignment of optics function must be provided; **three years warranty**

3. Flame Photometer: 1 no; Elico

Measure and calibrate up to 5 ions at the same time; digital display; built in air compressor; ability to store calibration data; computer connectivity; **Three years warranty**

4. Polari meter: 1 no.

5. Multi Reaction Station: Radleys 12 reaction station

Reaction volume 1 to 20 mL facility; Rapid heating to 220°C and cooling -78°C; Common water cooled reflux head; Perform reaction under inert atmosphere; central inlet/outlet for vacuum or inert atmosphere supply; Coating for chemical resistance; Temperature controlled digitally via temperature sensor; Rpm 30 to 1400 Rpm; digital display; Magnetic stirrer hotplate should be sealed housing facility; Chemical resistance PTFE caps; ON/OFF valve for PTFE caps for isolation and removal from the inert gas system, **Three years warranty**

6. Digital Balance: 1 no.

Shimadzu Unibloc Analytical Balance with Internal Calibration, Capacity 220gm, accuracy 0.1 mg (0.0001 gm), Minimum display: 0.1mg, * Pan size: Ø 91, Touch-key calibration (Internal Calibration), Easy setting best fit to weighing application, Expanded piece counting function; **three years warranty**

7. Incubator: 1 no.

Capacity Litres: 121, Temperature Range: 50°C to 60°C, Internal HxWxDmm: 600x450x450; External HxWxDmm: 820x560x645; No's of Tray: 2; Dim. of Tray WxDmm: 410 X 410; **three years warranty**

8. Laminar Air Flow: 1 no.

Vertical as well as Horizontal laminar air flow cabinet with dimensions 4"x2"x2"; **three years warranty**

9. Autoclave: 1 no.

Capacity Litres: 12; Construction: SS 304; Operation Pressure: 15 PSI; Operation Temperature: 12 1°C; Chamber Dimensions (mm): Ø 250; **three years warranty**

10. Automated Flash Purification: 1 no.

Computer controlled delivery of independent **four solvents** inlet for binary gradient, linear mode, isocratic Rf and step Gradient; Solvent flow rate: 1 to 70 mL/min or above; Pumping system with pressure of 10 Bars/145 psi or more; Variable Wavelength UV Detector range from 200-400 nm or better; The detector should have facility to upgrade with the **external detector, ELSD or RI** as and when requires; Automatic fraction collection. Fraction tracking facility with peak to tube graphical interface; Touch-screen controlled software for operation of the machine; Automatic method set-up based on **inputting TLC Rf value** for the single target compound and/or multiple targets; Visual indication to predict where and when the target compound will elute; The Software should have capability to display the maximum chargeable (CRUDE) sample volume for the selected column OR select the most suitable column to match the (CRUDE) sample size by just inputting the Rf value; Real time monitoring; Branded PC All in ONE Touch Pad with latest windows based operating system, minimum 2 GB RAM, hard disk 300 GB (minimum) or Built in Touch Pad with storage capacity of up to a minimum of 200GB; The system & software should have facility to connect the TLC Image Reader quoted and calculate the Rf value Automatically and create the chromatography Gradient method automatically; The System should be capable to use from 4 gm to 300gm disposable pre packed Silica / Reverse Phase Columns; **three years warranty.**

ANNEXURE-II

FINANCIAL BID FORMAT

#	Name of Lab Equipment with Description/Specification	Qty. Reqd.	Unit	Unit Rate (inclusive of all duty / taxes except VAT)	Amount of VAT	Total Unit Rate
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10						

TELANGANA UNIVERSITY
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(Website: www.telanganauniversity.ac.in)

INFORMATION SUPPORTING CAPACITY / CREDIBILITY

1. The bidder should have Digital Signatures so as to enable to submit his/her bids online through e-tendering.
2. The bidder should be a manufacturer/authorized dealer of a instrument. She/he is required to furnish Performance Certificate for the last three years showing turnover of the category of the items for which bid is submitted.
3. The bidder has to produce the proof of supplying the similar items in preceding 3 years to the Technical/Teaching/Research Institution of well known high standard Institutions and other Laboratories etc.
4. The bidder must furnish details of their best/reputed 10-15 customers with verifiable address, telephone number etc.
5. The bidder must furnish details of some supplies of relevant equipments made, like name of the equipments, order number, cost and date of supply etc. during the last financial year.
6. If the bidder is manufacturer/dealer, he/she must furnish details of its organization, like stating the number of personnel employed, manufacturing facilities, after sales service facilities and quality control systems.
7. If the bidder is authorized dealer, he/she must furnish details of its organization, stating the number of personnel employed, tie-ups for after sales service facilities.
8. The average annual financial turnover of the bidder during the last three years ending 31st March of the previous financial year should not be less than the estimated cost of the items tendered by the bidder. The bidder must submit proof of the same in the form of Balance Sheet & Trading Account of the firm, duly certified by the CA for the last 3 years.
9. All the quoted items/equipments should be of standard make.

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GUIDELINES/PROCEDURE TO BE FOLLOWED IN INTRODUCTION OF
E- PROCUREMENT SOLUTION

1. Payment of Cost of Tender Documents:- The Tender document can be downloaded from website on payment of Rs.1000/- (Rupees one thousand only) in the form of crossed Demand Draft on any Nationalized Bank drawn in favour of the Registrar, TELANGANA UNIVERSITY, Dichpally, Nizamabad payable at Dichpally, Nizamabad .

Photo copy of the DD has to be scanned and uploaded along with the bid, and the original DD should be sent to Registrar, TELANGANA UNIVERSITY, Dichpally, Nizamabad by post.

2. Tender fee once paid is neither refundable, transferable nor adjustable for other tenders. The tender form is non- transferable and should be purchased in the exclusive name of the party who has to actually submit the offer.
3. Submission Of Bids:- The bidders who are desirous of participating in “e”-procurement shall submit their price bids in the standard formats prescribed in the Tender documents, bidder should upload the scanned copies of all the relevant certificates, documents etc. in support of their price bids. The bidder shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.
4. Payment Of Bid Security (Earnest Money Deposit):- The EMD has been shown in the e-procurement Tender Notice. The EMD shall be in the form of the Demand Draft/Pay order of Nationalized Bank issued in favour of the Registrar, TELANGANA UNIVERSITY, Dichpally, Nizamabad.

Xerox/Photo copy of the DD/PO/FDR is to be scanned and uploaded along with the bid, and the original DD/PO/FDR shall be sent to Registrar, so as to reach before the date of closing of the bids. Failure to furnish the original DD/PO/FDR before the closing of the bid will entail rejection of bid.

Bidders need to register on the electronic procurement market place of Government of unified AP/Telangana i.e., “www.eprocurement.gov.in” on registration on the e-procurement market place they will be provided with a user ID and Password by the system using which they can submit their bids online. while registering on the e-procurement market place, bidders need to scan and upload the required documents as per the tender requirements on to their profile.

Price Bid Opening:- The Price Bids will be opened online by the concerned officer /officers at the specified date & time. If any of the date earmarked for opening of technical or financial bids happens to be holiday, the bids will be opened on the very next working day.

6. Processing of Tenders:- The concerned officer/officers will evaluate and process the tenders as done in the conventional tenders and will communicate the decision to the bidder online.
7. Payment of Performance Guarantee:- The successful bidder shall furnish a FDR of the value of 10% of the cost of the item. In case the performance of the item is not found satisfactory, the performance security will be forfeited by the bidder.
8. The tenders shall be required to furnish a declaration in online stating that the soft copies uploaded by them are genuine. Any incorrectness/ deviation noticed will be viewed seriously apart from canceling the work duly forfeiting the EMD. Criminal action will also be initiated including suspension of business.
9. Clarification/Assistance: -For any query/clarification in respect of Technical aspect of the enquiry.

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TERMS AND CONDITIONS

1. Procedure for submission of bids: -
 - (i) The bidders who are desirous of participating in “e”- procurement shall submit their Technical and Price bids in the standard formats prescribed in the Tender documents. The bidder should upload the scanned copies of all the relevant certificates, documents etc. in support of their price bids. The bidder shall sign on all the statements, documents, certificates, uploaded by him/her, owning responsibility for their correctness/authenticity.
 - (ii) Tender shall be uploaded as per guidelines indicated for e-procurement solution.
 - (iii) The prices must be quoted in Indian Rupee only and it must be inclusive of all type of taxes etc.

2. Technical Specifications / Terms & Conditions: -
 - (i) The details of technical specifications, quantity required for items covered under each category are mentioned in Annexure-I and Annexure-II.
 - (ii) The specification issued with this form of tender must not be altered by the Suppliers.
 - (iii) The specification of the item quoted by the firm should be in conforming with the University specifications. Confirmation, in this respect should be specifically mentioned in the tender. Where the tenderer feels that the specification of the item not fully given or differ, from the specification of the item mentioned by the University, the exact specification of such item should be attached with the tender indicating the item quoted. The bidder should not mention best quality/good quality/superior quality etc. but give make and brand of the item quoted.
 - (iv) The Firm is required to link the University specifications with catalogues & leaflets/literature for each item. Detailed features, for compliance of specification should be provided on specification sheet & appropriate reference i.e. page no. & para of literature, leaflet wherefrom the relevant information has been checked, should be indicated.

3. **Cost of Bidding:-**

- (i) The bidder shall bear all the costs associated with the preparation and submission of its bids through e-tendering system. The Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- (ii) The service charges payable to M/s Vupadhi Techno Services Pvt. Ltd., are as indicated below:
The participating bidders will pay transaction fee @ 0.03% of EIV (estimated item value) + 14% service tax on 0.03% of EIV (The ceiling amount of transaction fee for works costing ECV up to Rs.50.00 crores is Rs.10,000/- and for works costing with EIV above Rs.50.00 crores, the ceiling amount of transaction fee is Rs.25000/-. All the bidders shall mandatorily pay the transaction fee to M/s Vayam Technology, Hyderabad through the Electronic Payment Gateway.
- (iii) The bidder is expected to examine all instructions, forms terms & conditions in the Bid documents, failure to furnish any all information required by the bid documents or submission of bid not substantially responsive to the documents in every respect will be at the bidder risk and may result in the rejection of its Bid.

4. **Bid Validity: -**

Both technical and financial bids shall remain valid for a period of six months from the date of order for supply of equipment.

5. **Quotation: -**

- (i) The quoted price should be mentioned inclusive of all taxes, but VAT should be mentioned separately as given in the Price Bid format. The aggregate price quoted along with all taxes should not exceed the M.R.P. of the items.
- (ii) Revisions of rates are not allowed after the tenders have been opened and rates are valid for a period of six months.
- (iii) In case Bidder cannot quote for one or more of the items asked for in the tender the word "NOT QUOTED" (in the rate column) should be indicated.

6. **Earnest Money Deposit (EMD): -**

2.5% of the value of the each product may be taken as EMD. The EMD should be attached with the Technical bid. The EMD shall be in the form of the Demand Draft/Pay Order of Nationalized Bank issued in favour of The Registrar, TELANGANA UNIVERSITY, Dichpally, Nizamabad. Photo copy of the DD/PO/FDR is to be scanned and uploaded along with the bid, and the original DD/PO shall be sent to Registrar, TELANGANA UNIVERSITY, Dichpally, Nizamabad, so as to reach before the date of closing of the bids. Failure to furnish the original DD/PO before the closing of the bid will entail rejection of bid. After acceptance of the tender if the tenderer refused to take up the

purchase order, his Earnest Money will be forfeited in full. Any tender received without / less Earnest Money deposit shall be summarily rejected.

The bidder is subjected to be blacklisted and his EMD is to be forfeited if he is found to have furnished false information in the forms/statements/certificates submitted in proof of qualification requirement or record of performance such as abandoning of work not properly competed in earlier contracts, inordinate delays in completion of the works, litigation history, financial failures or participated in the previous tendering for the same work and had quoted unreasonable high bid prices.

Even while execution of the work, if found that the contractor had produced false/fake certificates of experience he/she will be blacklisted and the contract will be terminated and the work will be taken over.

7. Delivery Period and its extension: -

- (i) The minimum delivery period should be clearly mentioned against each item, in case, the items are not readily available; ex-stock offer will be preferred.
- (ii) The supplies shall have to be made within 04 (four) weeks from the date of supply order. However, in exceptional circumstance and, on written request, from the supplier/ tenderer, extension of date for supply of the material may be considered. Extension in supply period is at the sole discretion of the competent authority. If the supplier fails to deliver any or all of the goods or to perform the services within delivery period including extension, if any, the purchaser shall be without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages @ 1% per week for undelivered items. Once the maximum deduction of 9% is reached, the purchaser will terminate the purchase order and forfeit the performance security for undelivered goods.
- (iii) The Competent Authority reserves the right to levy liquidated damages up to 2% of the value of the order for delayed supply. If the supply is delayed beyond the extended period, the University reserves the right even to cancel the order and forfeit the Performance Security of the firm/ tenderer.
- (iv) In exceptional circumstances, the purchaser may solicit the bidder's consent to an extension of the period of validity of 60 days. The required and the response thereto shall be made in writing. The request and the response thereto shall be made in writing. The validity of Performance Security provided shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the extension will not be permitted to modify its bid.

- (v) If the Contractor / Supplier fails to deliver/install the stores or any installment thereof within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period, Registrar, TELANGANA UNIVERSITY, Dichpally, Nizamabad -503322 may without prejudice to the right of the purchaser may recover damages for breach of the contract.

8. Insurance of Consignment: -

Consignment will be insured at the cost of Tenderer/Supplier till satisfactory supply and installation of the equipment, not at the cost of Institute.

9. Submission of On-line Bid: -

The Tenderers are required to upload the scanned copies of the following information/documents along with technical/financial bids.

- a. Copy of VAT/TIN Registration Number.
- b. Copy of Challan submitting of last three (2014-15, 2015-16 and 2016-17) VAT / Annual Sales Tax Return, duly signed and stamped by Trade & Taxes Department of the concerned State.
- c. Copy of PAN card.
- d. Copy of annual financial turnover (Trading A/c and Balance Sheet) for the last three years (2014-15, 2015-16 and 2016-17), duly audited by C.A.)
- e. Copy of EMD submitted.
- f. Annexure 1-A duly filled in and signed by the Tenderer.
- g. Product Catalogue of respective items quoted, having item"s model number, its specifications, complete address of manufacturer etc.
- h. Specification Comparison Statement (tabular comparison) of required specification and offered specifications.
- i. Copy of authorization certificate issued by manufacturer of respective item, in case bidder is an authorized dealer.
- j. Proof of at least 03 supply orders of similar equipments, like name of the equipments, order number, cost and date of supply etc. during the last 03 years to the Technical/Teaching/Research Institution of well known high standard e.g. I.I.T/N.I.T/C.S.I.R and other Laboratories etc.

10. Submission of Original Documents: -

The bidder / tenderer is required to submit the following documents, in original, to the Registrar, TELANGANA UNIVERSITY, Dichpally, Nizamabad - 503322 before the closure of bid:-

- (i) EMD in original.
- (ii) Original Printed Product Catalogue of respective items quoted, having items model number, its specifications, complete address of manufacturer etc.

11. Opening of Technical/Financial Bid:-

- (i) The technical & financial bids of only those bidders will be opened who fulfill the eligibility criteria required and whose documents are found in order, on the date and time earmarked for opening of technical & financial bids.
- (ii) If any of the date earmarked for opening of technical & financial bids happens to be holiday, the bids will be opened on the very next working day.
- (iii) The bidder's representative, who are present shall sign minutes of bid opening evidencing their attendance.
- (iv) The rates of items found, as per specification of Tender Document of the respective firm will be announced.

12. Bid Rejection:-

- (i) The bid will be rejected out rightly in case of non-uploading the scanned copies of any of the following documents.
 - a. Copy of VAT/TIN Registration Number.
 - b. Copy of Challan submitting of last three (2014-15, 2015-16 and 2016-17) VAT / Annual Sales Tax Return, duly signed and stamped by Trade & Taxes Department of the concerned State.
 - c. Copy of PAN card.
 - d. Copy of annual financial turnover (Trading A/c and Balance Sheet) for the last three years (2014-15, 2015-16 and 2016-17), duly audited by C.A.)
 - e. Copy of EMD submitted.
 - f. Annexure 1-A duly filled in and signed by the Tenderer.
 - g. Product Catalogue of respective items quoted, having item's model number, its specifications, complete address of manufacturer etc..
 - h. Specification Comparison Statement (tabular comparison) of required specification and offered specifications.
 - i. Copy of authorization certificate issued by manufacturer of respective item, in case bidder is an authorized dealer.
 - j. Proof of at least 03 supply orders of similar equipments, like name of the equipments, order number, cost and date of supply etc. during the last 03 years to the Technical/Teaching/Research Institution of well known high standard e.g. I.I.T/N.I.T/C.S.I.R and

other Laboratories etc.

- (ii) The bid will also be rejected out rightly under any one or more of the following cases: -
- a. Non-submission of original Bid Security (EMD) to the University/undersigned, before the date of closing of bids.
 - b. Not meeting the technical specifications.
 - c. If the bidder is not found eligible as per requisite criteria.
 - d. If the column found blank and quoted rates are not as per criteria.
 - e. If the Technical and/or Financial Bid is not signed and stamped by the bidder.
 - f. If the prices are quoted other than in Indian Rupees.
 - g. If the bidder found indulging in malpractice of pooling of bid.
 - h. If the bidder provides Conditional/Incomplete quotation.
 - i. Non-production of items for demonstration, if desired.
 - j. Non-production of original documents for verification, if required.
 - k. Non-submission of information in support of Capacity/Credibility.
 - l. Submission of any wrong information.
 - m. Non-submission of Original Printed Product Catalogue of respective items quoted, having item"s model number, its specifications, complete address of manufacturer etc
- (iii) The Competent Authority reserves the right to reject any or all the tenders without assigning any reason, at any stage, and his/her decision will be final.

13. Evaluation and Comparison of Bids: -

- (i) The purchaser"s price evaluation of the bid will be as below: -
- a. Unit rate of item inclusive of Excise Duty / CST / any other tax (except VAT), if any.
 - b. VAT will not be taken into account for evaluation purpose.
- (ii) The bidder should quote all the rate on the basis of the delivery at the purchaser site. No extra transportation charges, delivery charges, installation charges will be paid or considered.
- (iii) The purchaser will evaluate and compare the total bid price for each item, which have been determined to be substantially responsive as per the qualified criteria of bidder.
- (iv) The Competent Authority of the College does not bind himself to accept the lowest or any tender.
- (v) If the bidder has quoted longer delivery period than the stipulated as above in item No.7, an amount of 1% of the quoted price shall be added

per week for the period beyond the stipulated period in the quoted price for the purpose of evaluation of tender.

14. Notification of Contract and Placement of Supply Order:-

- (i) Prior to the expiration of the period of bids validity, the purchaser will notify the successful bidders in writing that its bid has been accepted.
- (ii) The notification of award will constitute the formation of the contract
- (iii) Upon the successful bidder's furnishing of Performance Security, the purchaser will promptly notify each unsuccessful bidder and will discharge its EMD.

15. Inspection: -

- (i) The inspection of the goods shall be carried out to check whether the goods are in conformity with the technical specifications attached to the contract.
- (ii) The final inspection of the ordered goods shall be carried out by the technical expert committee duly constituted by the Registrar of the University.
- (iii) If the firm fails to supply items as per specifications mentioned in the contract within stipulated time, its performance security will be forfeited.

16. Change in quantity of equipments: -

The purchases reserve the right at the time of award of contract to increase or decrease the quantity of goods specified in the schedule of requirement without any change in price or other terms and conditions.

17. Payment: -

The payment will be made within 60 days after the successful demonstration/ installation of the equipment. Rejected items/goods should also be removed within 30 days after which no responsibility will be accepted by University.

18. Performance of Product: -

- (i) The successful tenderer shall furnish the FDR of the value of 10% the cost of the item for a period of 14 months from a nationalized bank to ensure the satisfactory performance of item supplied. The purchase order will be issued after the receipt of Performance security deposit. In case the performance of the item is not found satisfactory, the amount of FDR will

be forfeited.

- (ii) Service manuals, wherever available/required, should be provided along-with the Equipments.
- (iii) A WARRANTY certificate should invariably be supplied along with the item at the time of delivery and the validity of the Warranty Certificate should be valid from the date of installation of the item for a minimum period of one year. Non-Compliance of the same will result in non-acceptance of the item from the firm with whom the order was placed beside rejection of the tender.
- (iv) The supplier warrants the goods supplied under the contract are new, unused and most recent. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design or materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods in the conditions at the consignee place.

19. Cancellation of Tender/Contract: -

- (i) Demonstration of equipments has to be arranged by the suppliers, if desired by the University. Non-production of items for demonstration will result in rejection of the tender.
- (ii) If the Supplier, in the opinion of the University fails or neglects to comply with any of the terms & conditions forming, part of the order issued, the head of University shall without prejudice to any other right or remedies under the contract, has the right to cancel the contract /order by giving 15 days notice in writing to the Suppliers/firms without being liable to pay compensation for such cancellation.
- (iii)
 - a. If the supplier fails to execute the supply order by the date; specified in the order or within any extension thereof granted by the purchaser;
 - b. If the supplier fails to perform any other obligation under the contract;
 - c. If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practice in executing the contract;

the purchaser may, without pre-judice to any other remedy for breach of contract, by written notice, terminate the contract in whole or in part.

20. Forfeiture of Bid Security: -

- (i) The bid security will be forfeited, if the bidder withdraws its bid during the period of bid validity.

- (ii) In the case of successful bidder, if the bidder fails to sign the contract or fails to submit the performance security, the bid security will be forfeited.

21. Forfeiture of Performance Security: -

If the supplier, having been notified, fails to remedy the defect(s) within a responsible period, the purchaser may forfeit the Performance Security Deposit.

22. Force Majeure: -

- (i) Notwithstanding the provision of the clause 07 & 19, the supplier shall not be liable to forfeiture of its performance security, liquidated damages of termination for default, if and to the extent that, its delay in performance or other failure to perform its obligation under the contract is the result of an event of force majeure.
- (ii) "Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such an event may include but are not restricted to, acts of the purchaser, either in its sovereign or contractual capacity, wars or revolution, fire, floods, epidemics, quarantine restrictions and freight embargoes.
- (iii) If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligation 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.

23. Resolution of Dispute:-

- (i) The purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- (ii) Any dispute is subject to the jurisdiction of the Dichpally, Nizamabad Courts only.

Note: The documents submitted online shall be considered only for bidding. The Registrar shall have the right to demand the copy/ photocopy of any document which is submitted online through e-procurement website and the photocopy of any document which is not legible or readable. If any contractor fails to provide the requisite information/document within 03 (three) days, the Registrar reserves the right to disqualify the bid.

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