**Dr. Y. S. R. HORTICULTURAL UNIVERSITY**

**VENKATARAMANNAGUDEM – 534 101**



**TENDER CUM OPEN AUCTION DOCUMENT**

**FOR**

**OPERATING STATIONERY CUM**

**GENERAL STORES**

**AT**

**COLLEGE OF HORTICULTURE**

**PARVATHIPURAM**

**COLLEGE OF HORTICULTURE**

Dr Y S R HORTICULTURAL UNIVERSITY

**PARVATHIPURAM, VIZIANAGARAM DISTRICT**

ANDHRA PRADESH-535 502

**Dr. Y S R HORTICULTURAL UNIVERSITY**

**COLLEGE OF HORTICULTURE**

**PARVATHIPURAM, VIZIANAGARAM DISTRICT**

Tender cum Open Auction Notice No : No.1/ General& Stationery Stores /COH,PVP / 2020

Date of Commencement of **: 09-09-2022 AT 11.00 AM**

Down loading of the Bid document

Last date for receipt of bids **: 19-09-2022 AT 11.30AM**

Time and date of opening of bids

and open auction **: 20-09-2022 AT 2.00 PM**

**O/o ASSOCIATE DEAN**

**COLLEGE OF HORTICULTURE**

**PARVATHIPURAM,**

**VIZIANAGARAM DISTRICT**

**ANDHRA PRADESH-535 502**

Address for communication: **O/o ASSOCIATE DEAN**

**COLLEGE OF HORTICULTURE**

**PARVATHIPURAM,**

**VIZIANAGARAM DISTRICT**

**ANDHRA PRADESH-535 502**

Mobile: 7382633660

Email: ad-pprm@drysrhu.edu.in

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

**NOTICE INVITING TENDER AND OPEN AUCTION**

Sealed tenders are invited by the Associate Dean, College of Horticulture, Dr YSR Horticultural University, Parvathipuram during the year 2020-21 for operating stationery cum general stores in the college premises.

**Name of the work** Operation of Stationery cum General stores at College of Horticulture, Parvathipuram, Vizianagaram district

**Earnest Money Deposit** **Rs. 10,000/- (Rupees Ten thousand only)** in the form of a DD drawn in favour of the Associate Dean, COH,

Parvathipuram

**Scope of the tender:**

1. The location of the stationery cum general stores is at the College of Horticulture, Parvathipuram, Vizianagaram Dist. Andhra Pradesh.
2. The carpet area provided for the stationery cum general stores is **360 sft.**
3. Operation of stationery cum general stores and provide all necessary goods on sale for the staff and students including those staying in the hostels of the College of Horticulture.

**Tender evaluation:**

The evaluation and comparison of the bids shall be done based on meeting the terms and conditions and the offered rates.

1. The tender committee shall have the right to verify the documents submitted and claims of experience made by the bidders.
2. The rent quoted by the qualified bidders, facilities to be provided and the number of goods offered for sale would be considered for bid evaluation and the highest bidder will be awarded the contract.
3. Ultimately, all the bids quoted are negotiable and subject to approval of the Committee.
4. The price bids along with the list of facilities/services to be provided and goods offered for sale should be put in a sealed cover bearing the following address:

**ASSOCIATE DEAN**

**COLLEGE OF HORTICULTURE**

**PARVATHIPURAM,**

**VIZIANAGARAM DISTRICT**

**ANDHRA PRADESH-535 502**

1. Bids received through Telex, cable, e-mail or facsimile will be rejected.
2. Bid Documents must be received by the College at the address specified not later than the time and date specified in the invitation (Notification) for bids. In the event of the date specified being declared as a holiday for the University, the bids will be received up to the appointed time on the next working day.
3. The College will conduct the open auction towards rent payable for the stationery cum general stores first and then open the sealed tenders. The contract would be awarded to the highest bidder among the open auction and the tender, but after considering the other facilities/ services to be provided and the number goods proposed for sale.

Signature of the contractor

Name, address and ph/mob

1. The Bidder’s representatives who are present shall sign in the register evidencing their attendance.
2. During evaluation of bids subsequent to opening, the College may at its discretion, ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in the bid will be entertained.

**Committee:**

* 1. A committee shall do the above evaluation. The committee shall determine the approach and methodologies for the issues, which may arise during the above, referred evaluation process and their decision is final. The decision of the committee to reject or accept shall be final and binding on all the bidders.

### Submission of Tender and Deposit of earnest money:

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

**TERMS AND CONDITIONS**

1. The bidder should have experience of three years in running a stationery shop. (proof needed)
2. The bidder having experience in running a stationery/general stores in government colleges or institutions will be preferred. (proof needed)
3. The bidder should have a registered GST number and regularly paying sales tax. (proof needed)
4. The bidder should have PAN number and regularly paying income tax. (proof needed for both)
5. The bidder should submit a copy of the Aadhar card.
6. The bidders are also required to furnish their experience certificate along with details of previous supply of similar specifications. (proof needed)
7. The bids should be submitted with in time specified at the office of The Associate Dean, College of Horticulture, Dr.YSRHU, Parvathipuram along with **EMD.**
8. The tenderers are advised to visit the stores before participating in the bid. The tenderer should assess the volume of business themselves. College of Horticulture will not guarantee any minimum / maximum business.
9. The tenure of the contract will be for two years from the date of signing the agreement after which it stands terminated.
10. The bidder shall obtain all necessary certificates from Local Panchayat office/Commercial taxes dept./Labour dept., for running the stationery cum general stores within the college premises.
11. Accommodation as mentioned above will be provided for the use of the contractor. The successful bidder will pay the following charges to the college:
12. Rental charges as per the bid on or before **7th of every month** and advance rent as per bid for three months is to be paid, which will be adjusted for the last three months of the contract or returned at the time of termination of the contract.

Signature of the contractor

Name, address and ph/mob

1. Electricity charges on applicable rates as per the sub meter provided in the stationery cum general stores on or before **7th of every month.**
2. Security deposit (Refundable) **– Rs. 25,000/- (Rupees twenty five thousand only),** in the form of a DD drawn in favour of the Associate Dean, COH, Parvathipuram which is to be returned after completion of the contract period. No interest on security deposit is payable.
3. The bidder shall have to pay the fine chargeable **@ Rs. 20 per day, or maximum of Rs. 1000/- per month** for the late payment of the rent.
4. The bidder shall be responsible for the payment of Sales Tax/VAT/GST as applicable to the sales tax department. He should provide a duplicate copy of the sales tax receipt to the college.

**12. Service**

* 1. Upon successful bidding and completion of all formalities the bidder will here by called a contractor.
  2. The contractor will be required to provide the stationery cum general stores service within 7 days from the date of award of the contract.
  3. The prices of all stationery items should not be more than MRP. The contractor should put for sale manuals and text books required by the students, toiletry and cosmetics goods, etc. The contractor should provide facilities/services like Xerox, binding, lamination, printing services in black and white and also in colour. The contractor may also provide other services which he may feel required.
  4. Eatables put for sale should be of good quality and before expiry date In case of violation, strict legal action will be taken.
  5. The contractor will take all necessary precautions against fire hazards.
  6. The stationery cum general stores committee of the college has the right to visit periodically, or have surprise visits to check the quality services, goods and cleanliness and report to the Associate Dean. If required a feedback from the users could be obtained anytime.
  7. The contractor shall not sub let the stationery cum general stores to any other party. No other commercial activity shall be undertaken in the stores premises.
  8. Glasses, carry bags, plates, etc made of plastic are not allowed for use. Only biodegradable/ steel/porcelain/glass/melamine materials to be used.
  9. Artificially flavoured drinks with or without aeration should not be sold in the premises.
  10. Installation of air conditioning equipment is not allowed.
  11. No other stores will be permitted by the college in its premises until the contract terminates.
  12. The contractor should cater only to the needs of only the students, staff of college of horticulture and of the other employees of Dr YSR Horticultural University. The contractor should not operate outside business from the premises provided in college of horticulture.
  13. Further, the staff and students of College of Horticulture have the freedom to purchase all stationery and general goods from any other source and at any place.

**13. Timings**

* 1. The stationery cum general stores will function on all seven days of the week.
  2. It will function **from 9:00 AM to 5:00 PM** and may change as per additional requirement. Timing could be flexible but with prior permission from the college authorities.

**14. Hygiene and cleanliness:**

* 1. The contractor will have to make arrangements for cleanliness to the satisfaction of the college. The contractor shall also be responsible for the safe and hygienic disposal of the waste. The garbage bins should be covered always.
  2. The contractor shall himself arrange the utilities and other necessary/required equipment. The said items should be maintained under proper hygienic conditions.
  3. The contractor has to ensure the cleanliness of the dress worn by his employees. They should wear photo ID card.

Signature of the contractor

Name, address and ph/mob

**15. Employees of the stores:**

* 1. The contractor shall be subject to the regulation of labour laws of AP Government.
  2. The contractor shall be under the discipline of the college and follow the instructions issued from time to time. The Contractor shall in no case disturb the working of the college. The employees would remain decent and courteous. Any of his employees indulging in any act of indiscipline, misbehaviour or violent act(s) or abets others in doing so, and if it is prima facie proved, then contractor shall remove the employee concerned from the premises immediately on receipt of verbal or written communication from the authorities of the college. The contractor shall be held responsible for repetition of such acts.
  3. No person shall be allowed to stay in the stores after working hours
  4. Proper Police verification of the employees of the Contractor will be done.
  5. All rules & Regulations for legal requirement for employment of labour and obtaining license for running of college stationery cum general stores is the responsibility of contractor.
  6. Any dispute/litigation is subject to Parvathipuram jurisdiction.

**16. Utilization of stationery cum general stores premises**

* 1. The proprietary and legal ownership of the store premises will always be that of College of Horticulture even when the premises is being used by the contractor during the contract period.
  2. The contractor shall have no right to sub-let, assign the license in any manner to any third party or authorize any other person to run the stores once it has been formally awarded to him.
  3. The contractor is responsible to maintain the infrastructure facilities provided in the stores by the college such as sitting spaces, fans, electrical fittings, sanitary fittings, water cooler etc.
  4. No student/outsiders/contractor or his employees will be allowed to smoke or consume paan/gutka/tobacco or its products/alcohol/banned or abused drugs or any hard drinks, other health hazard articles in the stationery cum general stores.

**17. Termination of the contract:**

* 1. In case of Termination of contract, contractor shall handover possession of stores premises immediately within one day and no claim of any type by the contractor shall be entertained.
  2. The college reserves the right to terminate the contract at any time after obtaining recommendation of an independently appointed committee against any serious complaint (s) or offence regarding the performance/maintenance of the stores. The committee shall be appointed by the Associate Dean, College of Horticulture.
  3. The contract can be terminated either by the college or the contractor by giving two months advance notice. However, if the contractor seeks termination of the contract within the contract period the security deposit would be returned after deducting any dues payable.
  4. In case the contractor violates the terms & conditions of the contract, his contract would be terminated without any notice and the security deposit would be forfeited.
  5. In case of any violation of the provisions of the contract, the Associate Dean will impose damage compensation **@ Rs. 500/- per act of violation subject to maximum of Rs. 2,500/- per day of violation**. If violation continues for more than 3 days, the Associate Dean may terminate the contract without any further notice.
  6. The college reserves the right to reject any or all the tenders without assigning any reason whatsoever and is not bound to accept the lowest rates of items.

Signature of the contractor

Name, address and ph/mob

* 1. Successful tenderer shall execute the agreement on legal stamp paper of Rs. 100/- for running & operation of stationery cum general stores at College of Horticulture, Parvathipuram and acceptance of terms & conditions shall form part of the agreement.

**18. Settlement of disputes:**

#### Any difference or dispute arising out of or in connection with this tender or acceptance thereof or the contract that may be entered in consequence thereof, shall be decided by arbitration. The Chairman of the committee for purchase of the equipment, College of Horticulture, Parvathipuram or his nominee shall be the sole arbitrator and the arbitrator’s decision shall be final and binding on the parties. The tenderer (s) will have no objection to such appointment on any ground whatsoever including that such nominee, in his official capacity dealt with this matter at any stage.

1. The parties hereby agree that in the event of any dispute no cause of action shall arise in their favor to approach any court unless they have restored to and exhausted the remedy of arbitration as envisaged above.
2. The parties also do hereby agree that the contract envisaged by these terms and conditions shall be deemed to have been entered into at Hyderabad and the courts at Hyderabad alone will have jurisdiction to try and legal proceedings which may arise out of this contract. Neither party shall file any proceedings in any other Court.
3. The contractor, if providing any goods or services on credit to any person, will do so on his own risk.

#### 19. Consequence of non-supply and damages:

1. All risks of loss, damage or depreciation from the stationery cum general stores shall be upon the contractor and in accordance with the provision of the contract.
2. Assuming that the contractor fails to start operating the stationery cum general stores within the time covered by the contract, the College reserves the right in addition to other legal remedies, to cancel the contract or any portion thereof and hold the contractor liable for all damages sustained by the university by virtue of the contractor failing to perform the contract and consequent cancellation of the contract.
3. The additional expenses thus incurred together with the consequential losses and also the liquidated damages arising from the delay in executing the contract or cancellation and going for retender shall be recovered from the contractor out of his / their security deposit / earnest money deposit and any other amount due to him / them. The balance still, if any, payable by the supplier shall be paid by him/them within 15 days of notice by the College of Horticulture, Parvathipuram.

The Competent Authority reserves the right to verify the claims made by the Bidder and to carry out the capacity assessment of the bidder and the decision of the Competent Authority shall be final in this regard.

Signature of the contractor

Name, address and ph/mob

**Undertaking**

**I / We have read the terms and conditions of the tender clearly and I / We agree to abide by them fully. On the acceptance of the offer I / We will run the stationery cum general stores in compliance with the terms and conditions laid thereof.**

**Date: Signature of the Contractor**

**Place:**

**Name:**

**Address and Phone Number**

**TENDER FORM**

From: To

The Associate Dean,

College of Horticulture

Dr YSR Horticultural University

PARVATHIPURAM

Vizianagaram Dist. – 535 502.

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Ref: 1. Tender Notice No. 1/COH/PVP/General&Stationery Stores/2020,Dated...........

2. EMD – D.D. No. .......................Dated........................for Rs.....................................

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

I/We hereby offer to pay a rent of Rs. \_\_\_\_\_\_\_\_\_/- (Rupees ……………………….. only) per month towards operating the stationery cum general stores.

I/We hereby offer to provide the following goods on sale and also provide the following facilities/services given in the list below/as enclosed.

I/We agree to hold this offer open for a period of 90 days from the date of acceptance of tender and shall be bound by communication of acceptance dispatched within a period of 15 days from the date of accepting the tender of the bidder.

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

I/We have carefully considered all terms and conditions regarding settlement of disputes and we have signed the same in token of consciously accepting the same and do hereby state that we accept them without any reservations and accordingly I/We quote the rates inclusive of all taxes, duties, transportation, insurance etc., in Annexure.

The stationery cum general stores will be operated within 7 days from the date of receipt of orders.

Yours faithfully,

Proprietor

(Signature and stamp of the Tenderer

State legal status, whether Prop./

Partner / Registered firm / Company etc.)

Encl: 1. List enclosed

2. DD as mentioned above

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