

TIRUMALA TIRUPATI DEVASTHANAMS:TIRUPATI

Department of Education



TENDER DOCUMENT FOR

PROCUREMENT OF BTE HEARING AIDS TO THE

O/o THE DEVASTHANAM EDUCATIONAL

OFFICER(FAC),TTDs, TIRUPATI

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TIRUMALA TIRUPATI DEVASTHANAMS, TIRUPATI**BTE Hearing aids with Specifications**

Sl. No.	NAME OF THE INSTRUMENT	SPECIFICATIONS	Quantity Required
1.	BTE Hearing aids	<ol style="list-style-type: none">1. Behind the Ear2. Prompt3. SP (Thin Mic)4. Hearing aids 2 number5. 8 Channel6. Digital programmable hearing aids (and has to be programmed at maximum level)7. Dry Box	50 pairs

Signature of the Tenderer

TIRUMALA TIRUPATI DEVASTHANAMS
OFFICE OF THE DY. EXECUTIVE OFFICER (SPL. EDN)
NOTICE INVITING TENDER (OFF-LINE VERSION)

1.	Department Name	: DEVASTHANAM EDUCATIONAL OFFICE, TTD, TIRUPATI
2.	Circle / Division	: D.E.O. TTD, Tirupati
3.	File / NIT Number	: TTD-106027(31)/4/2019-/DEO-Sec
4.	Tender Subject	: Procurement of BTE Hearing Aids to the office of the D.E.O, TTD, Tirupati through Off-Line (open) Tender System
5.	Period of Contract	: (01) one year
6.	Form of Contract	: All
7.	Tender Type	: Open
8.	Tender Category	: Equipment
9.	EMD Amount (INR)	: Rs.25,000-00
10.	EMD payable:	: Account payee Demand Draft drawn in favour of the Executive Officer, TTD, Tirupati.
11.	Tender Sale Starting Date	: 18.01.2020, 10.30 A.M.
12.	Tender Sale closing Date	: 11.02.2020, 05.00 PM
13.	Last Date & Time for Receipt of Bids	: 12.02.2020 from 5.00 P.M.
14.	Submission of BID	: Off-line Sealed Tenders
15.	BID Validity Period	: 3 months
16.	Technical Bid Opening Date and Time (Qualification and Eligibility Stage)	: 12.02 .2020, 03.00 P.M.
17.	Price Bid Opening Date and Time (Financial Bid Stage)	: 12.02.2020, 03.00 P.M.
18.	Place of Tender Opening	: Chamber's of D.E.O
19.	Tender Inviting / Opening authority	: D.E.O, TTD, Tirupati
21.	Address	Office of the D.E.O, Press Building, Tirupati, Pin – 517501 Chittoor Dist., A.P., State, India.
22.	Contact Details	: 0877 – 2264062, 0877-2264522
23.	e-mail I.D	: deottd@gmail.com

Signature of the Tenderer

24. Eligibility Criteria	<p>i. EMD as defined in Tender schedule and should be attached on off-line in the form of Account payee Demand Draft.</p> <p>ii. Registration Certificate in respect of the Manufacturers and Authorization Certificate for Principal.</p> <p>iii. Affidavit that the firm has not been black-listed in the past by any Hospital/Organization on Rs.10/- non-judicial stamp paper duly notarized.</p> <p>iv. Copy of GST Registration Certificate.</p> <p>v. PAN Card and Income Tax document of Financial Year 2016-2017(Assessment year 2017-2018) and Financial year 2017-2018(Assessment year 2018-2019).</p> <p>vi. Letter towards authorized signatory to sign and submit bid in the case of dealers etc.,</p> <p>vii. All the BTE hearing aids should have 01 (one) year warranty for main unit including the spares of accessories. Letter of under-taking to abide by the Terms and Conditions with regard to attending to the service calls within 48 hours to be taken up after sale services must be enclosed.</p> <p>viii. The tender schedule is to be signed and seal to be appended in all pages and enclose to the technical bid.</p> <p>Note: 1: The rates to be quoted for all above items should be inclusive of all applicable statutory taxes.</p> <p>Note: 2:</p> <p>1. The Tenderer should possess all requisite licenses, registrations etc., and the same should be obtained invariably before transacting business with TTD. The tenderer should inform TTD, the correct address from where the supplies are going to be made to TTD. The tenderer should possess an experience certificate and other Certificates like Registration of Firm if applicable, GST Registration, and Latest Income Tax Assessment order, if applicable should be enclosed invariably along with the tender schedule. In case of non-submission of these certificates, the TTD authorities reserve the right to take any appropriate action including the cancellation of tender of the respective tenderer. In this regard the decision of the Tender Opening Authority / The Executive Officer is final and binding on the tenderers without any recourse.</p> <p>2. The supplier should quote the rate in INR only INCLUDING OF ALL TAXES AND F.O.R. to D.E.O, TTD, Tirupati.</p> <p>3. If the above requirements are not met the Tender is liable for Rejection.</p>
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Signature of the Tenderer

INFORMATION TO BE FILLED IN BY THE TENDERER:

S.No.	Information	Remarks
1	Make & Model Offered (For Tools)	
2	Country of the origin of the goods	
3	Servicing / Repair facilities Availability in India	
4	Particulars of Institutions to whom similar Supplies were made (Enclose separate list)	
5	Period of Warranty (1 Year) (For Tools)	
6	Whether rates are quoted as per tender Specifications	
7	Time required for supply from the date of order	
8	Your Guarantee for response time to Breakdown calls in hours	
9	Your Guarantee for lead time in days for Supplying spares	
	Indigenous	
	Imported	

Note: The rates to be quoted for all above items should be inclusive of all applicable statutory taxes.

Place :

Date :

Signature of the Tenderer

PROFORMA OF CONTRACT FORM

This agreement made theday of.....
2020, between the DEVASTHANAM. EDUCATIONAL OFFICER, TTD, TIRUPATI –
517 501, ANDHRA PRADESH, INDIA (hereinafter “the purchaser”) of the one part and
(name of supplier) of (address, city and country of supplier) (hereinafter “the supplier”) of the
other part.

Whereas the purchaser is desirous that certain goods and ancillary services, viz., (brief
description of goods and services) and has accepted a tender by the supplier for supply of
those goods and services in the sum of (contract price in words and figures) (hereinafter “the
contract price”).

Now this Agreement witnesses as follows:

In this agreement words and expressions shall have the same meanings as are
respectively assigned to them in the conditions of contract referred to.

The following documents shall be deemed to form and be read and construed as part
of the agreement, viz, the Technical Specifications, the Conditions of Contract and the
purchaser’s Notification of Award in consideration of the payments to be made by the
purchaser to the supplier as hereinafter mentioned, the supplier hereby covenants with the
purchaser to provide the goods and services and to remedy defects therein in conformity in all
respects with the provisions of the contract.

Brief particulars of the goods and services which shall be supplied / provided by the
supper are as under.

Sl. No. Brief description Quantity to Unit price Delivery terms of goods/services be
supplied (FOB/CIF/FOR etc.,)

Total value:

Delivery schedule:

In witness whereof the parties hereto have caused this agreement to be executed in
accordance with their respective laws the day and year first above written.

Signed, sealed and delivered by the said.....(For the purchaser)in the
presence of.....

Signed, sealed and delivered by the said.....(For the supplier)in the
presence of.....

Signature of the Tenderer

**TERMS & CONDITIONS FOR SUPPLY OF BTE HEARING AIDS TO THE
DEVASTHANAM EDUCATIONAL OFFICER, T.T.D., TIRUPATI – 517 501,
ANDHRA PRADESH.**

1. The Off-Line (open) tenders are invited for Procurement of BTE Hearing aids to TTD. The T.T.D. is desirous to have this tender in two bids i.e. (1) Technical bid and (2) Financial bid and also desirous to procure the Hearing aids from more than one tenderer if needed. The tenderer should have been in this trade for not less than three years and should have supplied bulk quantities to any reputed institution or institutions as the case may be. A copy of the—certificate issued by the authorities under Shops and Establishments Act and a copy of the supply / purchase order for having supplied bulk quantities, have to be enclosed in off-line tenders for technical bid evaluation by TTD. All Tenderers should submit the attested copies of all certificates, ORIGINAL EMD to the Tender Inviting Authority on or before scheduled date and time of opening of the Technical bid as mentioned. The T.T.D. may extend the last date by issuing an amendment in which case all rights and obligations of the T.T.D. and the Tenderers previously subject to all original dead line will then be subjected to the new deadline. **If the validity of the EMD expires the Tenderer should submit the latest EMD for the subsequent period.**
2. Only one rate shall be quoted for the each item should submit the attested copies of certificates with ORIGINAL EMD to the Tender Opening Authority on or before scheduled date and time of opening of the Technical bid which will be opened on the date and time as mentioned in the Tender schedule.
3. Earned Money Deposit as mentioned under column (9) of Notice Inviting Tender shall be paid by way of an Account Payee Demand Draft drawn in favour of the Executive Officer, T.T. Devasthanams, Tirupati, payable at Tirupati on any scheduled bank. The EMD and Security Deposit will be released only after successful completion of the supply in all respects. The EMD and S.D. refund will not carry any interest.
4. **EARNEST MONEY DEPOSIT:**
 - i. **The E.M.D. for Rs.25,000/- (Rupees Twenty Five thousand only)** every tender must be accompanied by a crossed **Demand Draft for Rs.25,000/- (Rupees Twenty Five Thousand only)** (Refer Tender Notice) payable on any Nationalized Bank payable at Tirupati and drawn in favour of the EXECUTIVE OFFICER, T.T.DEVASTHANAMS, TIRUPATI – 517 501, ANDHRA PRADESH on or after the tender schedule issue date towards E.M.D.
 - ii. EMD will not be accepted in the form of Cheques, Postal Orders, Bank Guarantees or Bank Demand Drafts issued on the personal name of the Officers of the DEVASTHANAM EDUCATIONAL OFFICER, TTD, TIRUPATI – 517 501, ANHDRA PRADESH OR by any other mode of remittance.
 - iii. The E.M.D. will be returned to unsuccessful Tenderers after one month from the date of finalization of tender without interest. The E.M.D. amount will be returned to the successful Tenderers after submission of Security Deposit and agreement without interest.
 - iv. The EMD amount in the form of Demand Draft drawn in favour of Executive Officer, TTD, Tirupati is to be enclosed.

Signature of the Tenderer

5. SECURITY DEPOSIT:

- a. Successful Tenderer is required to pay security deposit of 10% on Total Cost Insurance Freight (CIF) or Free on Road (FOR) value of the BTE HEARING AIDS inclusive of the taxes by way of Demand Draft within 15 days from the date of placement of purchase orders and shall execute an Agreement in Rs.100/- non judicial stamp paper duly notarized for faithful and satisfactory performance of contract. In that regard the TTD Management will supply the specimen of the Agreement. The Security Deposit amount will be returned only after the successful completion of warranty period.
- b. If the Successful Tenderer fails to lodge security deposit within the period of 15 days as specified above, such failure will constitute a breach of terms and conditions of the tender and the Earnest Money Deposited past by him will be forfeited in addition to recovery of any loss sustained by the TTD Management in that regard.
- c. The Security Deposit will be forfeited for any non-performance of the equipment or default during warranty period.

6. QUALIFICATION FOR SUBMISSION OF TENDER:

- i. The tenders submitted without authorization letter from the manufacturers will summarily be rejected. All firms should have been in the market for at-least three years prior to the date of submission of tender. An authentic certificate to this effect should be produced by the tendering firms / person from the Sales Tax Officers of the area concerned. This condition does not however apply to public sector undertakings and Government undertaking.
- ii. Each tender should be accompanied with sales tax clearance certificate (latest) for the previous two years. The competent officers of Commercial Tax Department should sign such certificates. True copies of the certificates attested by the Gazetted Officer have to be submitted.
- iii. Tenders from the manufacturers shall be preferred if other things are equal.

7. GENERAL CONDITIONS:

- 1) Tenderer is required to sign and affix rubber stamp on all pages of tender schedule with the designation or status enjoyed by the signatory in the firm and the same signatory shall be required to execute agreement under his signature only. The signatory should produce documentary evidence of empowering him to do so, if called upon at any time during the contract period. In case of change of the person of the signatory it is bound on the Tenderer to inform the changes to the Devasthanam Educational Officer, TTD, Tirupati – 517 501, Andhra Pradesh.
- 2) The Tenderer has to mention about the availability of spares for next 2 years, nearest service centres, and willingness to train to Audiologist/Teachers for minor problems and also to submit circuit diagram and Schematic diagram.
- 3) In case, any machinery or its part or parts require repairs or replacement, the Tenderer has to attend to the repairs and also make replacements on free of costs, for a period of 1 year, which is the warranty period.
- 4) The Tenderer has to mention about the willingness for entering into break down services with spares for 2 years or more after warranty is over, along with necessary terms & conditions.
- 5) No commission will be paid to Indian agents.

Signature of the Tenderer

6) This invitation is under Two Bid (Techno-Commercial) System.

A. **First envelope** - Technical Bid – The Technical bid evaluation comprises verification of following documents. The bidder has to enclose the following documents

- i. EMD as defined in Tender schedule and should be attached on off-line in the form of Account payee Demand Draft.
- ii. Registration Certificate in respect of the Manufacturers and Authorization Certificate for Principal.
- iii. Affidavit that the firm has not been black-listed in the past by any Hospital/Organization on Rs.10/- non-judicial stamp paper duly notarized.
- iv. Copy of GST Registration Certificate.
- v. PAN Card and Income Tax document of Financial Year 2016-2017(Assessment year 2017-2018) and Financial year 2017-2018(Assessment year 2018-2019).
- vi. Letter towards authorized signatory to sign and submit bid in the case of dealers etc.,
- vii. All the BTE hearing aids should have 1 (one) year warranty for main unit including the spares of accessories. Letter of under-taking to abide by the Terms and Conditions with regard to attending to the service calls within 48 hours to be taken up after sale services must be enclosed.
- viii. The tender schedule is to be signed and seal to be appended in all pages and enclose to the technical bid.
- ix. Details of BTE hearing aids and accessories, Catalogues including warranty certificate.

B. **Second Envelope** - Price Bid

- i. The price bid supplied by TTD shall only to be filled in and enclosed in this cover.
- ii. The price bids of Technically qualified firms are only opened for evaluation.
- iii. The Tenderer must quote the rate in INR only inclusive of all statutory taxes, GST, all charges and FOR etc., to O/o the D.E.O,TTD, Tirupati.
- iv. No Conditional Price bids are accepted.

C). **Third Envelope** – The Third sealed cover/Envelope containing both Technical Bid Cover and Financial Bid cover, duly super scribing as "Tender for the supply of BTE Hearing Aids to TTD due on 11-02-2020 at 5-00 pm and addressed to the Devasthanam Educational Officer, Press Building, Tirupati – 517 501 and should be delivered either in person or send by post so as to reach on or before 11-02-2020 at 5-00 pm Postal and courier delays will not be considered.

N.B. If the above date is declared as Holiday, the next working day shall be the due date for receipt of tenders.

- 7) The Tenderer has to quote OGL(Open General Insurance) reference if any.
- 8) The Principals have to issue a certificate to the effect that they will take if responsibility Indian agent fails to attend service or if there is any change in Indian agency during warranty/service period

Signature of the Tenderer

- 9) To produce a Certificate from Principals to continue / accept service contract at the rate mentioned in the purchase order in the event of change in Indian agency (to be submitted after the purchase orders placed).
- 10) Principals / Indian agents should inform us one month before the date of shipment, about the civil & electrical works that are needed for Installation. Indian agents should be present at the time of opening of boxes to certify the correctness of the equipment.
- 11) If Principals are not able to ship the goods before the expiry of Letter of Credit period, they have to pay Bank charges like, extension charges, cable charges and also they have to pay compensation to the Institute for not supplying the item within time i.e. for 03 months @ 1% of Letter of Credit Value (90 days).
- 12) If selected, security deposit is to be submitted by the Indian agents. If Principal and agent are same, Principals can submit the Security Deposit on behalf of Indian agents.
- 13) Tenders from the persons / firms convicted under the Sales Tax or any other relevant Acts and Rules will be rejected summarily. The Tenderer has to submit a self-declaration regarding non-conviction under any law by any hospital on a non-judicial stamp paper of Rs.10/- duly attested by the notary.
- 14) Terms and conditions of the sale of each item or the items should be precise and clearly mentioned in tender (s).
- 15) Illustrative literature should invariably accompany the tenders and it should also bear the signature of the Tenderer for identification. The tender specification compliance statement has to be enclosed indicating the fulfilment of each parameter.
- 16) The acceptance of the tender will be intimated to the successful Tenderer within the validity period of the tender and if some delay is likely to occur, Tenderer will be required to keep his offer open for further period as may be found necessary.
- 17) Tenders which are not in accordance with the specifications mentioned shall be rejected. Only one model has to be quoted.
- 18) **Warranty is must for 1 year** and it starts from the date of supply of material.
- 19) The successful Tenderer along with supply of the equipment has to provide certificate to the effect that the equipment supplied is not refurbished equipment issued by any government agency.
- 20) Tripartite Agreement: The successful Tenderer has to enter into a performance Agreement with **D.E.O, TTD, Tirupati**. This agreement is to be signed by the principal and Indian agent. The tender document should be paged and a certificate may be provided on the covering letter indicating the number of pages submitted along with the tender.
- 21) A check list of all the enclosures with serial Number and page Number is to be furnished properly.
- 22) If the earnest money deposit is not submitted, the tender shall not be considered for acceptance and will be outrightly rejected. The EMD submitted against other tenders cannot be adjusted or considered for this tender. No interest is payable on EMD.

Signature of the Tenderer

- 23) The Tenders are required to demonstrate the quoted model of the hearing aids during the technical evaluation. If required, failing which their tenders/offer shall be rejected. The firms are intimated that they should get ready for demonstration and only one-week time will be provided for arrangement of demonstration and no request for extending time for demonstration will be entertained.
- 24) If the successful Tenderer fails to execute the agreement and / or deposit the required security deposit within the time specified or withdraws his Tender after the intimation of the acceptance of his Tender or owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the **Earnest Money Deposit deposited by him along with his Tender shall stand forfeited to the TTD** and he will also be liable for all damages sustained by the TTD, by reasons of breach, such as failure to supply/delayed supply, including the liability to any difference between the price accepted by him and those ultimately paid for the procurement of the articles concerned. Such damages shall be assessed by the D.E.O, TTD, Tirupati, whose decision is final in the matter.
- 25) Tenderers submitting tenders would be considered as to 'have considered and accepted all the terms and conditions. No enquiries, verbal or written, shall be entertained in respect of acceptance or rejection of the tender.
- 26) Any action on the part of the Tenderer to influence the authorities will be taken as an offence, and he will not be allowed to participate in the tender enquiry and their offer will not be considered.
- 27) The Tenderers must quote the best option as per the mentioned specification. The offer submitted as option-a, option-b or c will not be considered and offers submitted in the form of multiple offers will be summarily rejected.
- 28) Genuine hearing aids and accessories etc. should be supplied. Tenderers should indicate the source of supply i.e. name & address of the manufacturers from whom the items are to be imported, country of origin etc.
- 29) The Tenderers are required to quote the mode of shipment i.e. Air / Sea and should include all the charges quoted in the price list.
30. **TENDER PRICES:** The Tenderer shall quote the rate on the Price Schedule provided by TTD all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. The price to be quoted should be inclusive of all taxes and all applicable charges.
 - i) The Institute is not authorized to issue Form "C" or "D".
 - ii) No enhancement of price will be allowed.
 - iii) Telegraphic and pencil quotations will not be accepted
 - iv) The rates quoted should not exceed the maximum price, if any fixed by an order issued by the Central / State Government.
 - v) Rates quoted in the tender (s) should be valid for acceptance for a period of six months from the last date fixed for the receipt of tenders. No permission will be granted to modify the rates until the negotiations are called for. Once the rate is accepted, the successful Tenderer shall not withdraw from the contract.

Signature of the Tenderer

- vi) Unsigned Tenders shall be rejected.
- vii) The State Bank of India Letter of Credit opening rate for a particular currency on the date of price tender opening will be considered for the purpose of price comparison
- viii) Tenders by vague and indefinite expression as "subject to prior sale or subject to stocks being available" etc., will be rejected. Penal clauses from the Tenderer whatsoever like interest on late payments of bill etc., will be accepted. Make country of origin, Brand Name, Type Mark, Strength, Catalogue No. Etc., should also be clearly mentioned item wise in their declaration which in turn should be enclosed.

In exceptional circumstances, the purchaser may solicit the tenderer's consent to an extension of the period of tender validity. The request and the responses thereto shall be made in writing (or by cable or by telex). The earnest money deposit provided under clause 05 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer in the tender form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its earnest money deposit.

The purchaser may waive any minor informality or non-conformity in a tender, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer.

8. EVALUATION AND COMPARISON OF TENDERS.

The purchaser's evaluation of a tender will include and take into account:

- i. In the case of goods manufactured indigenously or goods of foreign origin already located in India, excise duty, sales tax and other similar taxes and duties, which will be payable on the goods if a contract is awarded to the Tenderer and;
- ii. The purchaser's evaluation of a tender will exclude and not take into account the additional features like training in India or abroad offered free or at an additional cost unless specifically asked for in the "Technical Specifications". The comparison shall be on Free Delivery at Site basis and commissioned at consignee's end. The purchaser's evaluation of tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated
 - a. Cost of inland transportation and other costs within India incidental to delivery of the goods to their final destination at consignee's site.
 - b. Delivery schedule offered in the tender,
 - c. Deviations in payment schedule from that specified in the conditions of contract,
 - d. The cost of components, spare parts and service,
 - e. The cost of installation and commissioning.

Signature of the Tenderer

- f. The cost of guarantee/warranty and
- g. The Performance and productivity of the equipment offered.

9. SERVICING:

- i. The Tenderer should give an undertaking that he will provide all the services required i.e. man power, parts, accessories, consumables etc., during warranty (1 year) and breakdown services to a total period (2 years) on a Rs. 10 /-non-judicial stamp paper. The hearing aid must have servicing facilities in Andhra Pradesh or Karnataka or Tamil Nadu with spares for replacements and repairs. The details of immediate availability of "after sales service" facility should be specifically mentioned in the quotations. The after sales service should be available for minimum period of 2 years.
- ii. The Tenderer has to enclose a letter from the Principal confirming that Principal will provide all the support for 2 years from the date of installation.
- iii. In the event of, non-functioning of the hearing aid exceeding the permissible period, the Tenderer has to either extend the period of warranty or maintenance service by 5 days for each day which is in excess of the prescribed period or pay penalty. If the hearing aid is unattended or exceeds the permissible period or if the hearing aid is going out of order frequently with short intervals, the TTD will impose penalty on the Tenderer, and the decision of the TTD in this regard will be final.
- iv. The Tenderer has to necessarily enclose the list of all SPARE PARTS with validity period. The list is to be enclosed in the technical offer.

10. RECEIPT & INSTALLATION:

- 1. It shall be the responsibility of the Tenderer to fully cover all risks against direct damage and / or injury to our property and / or employees, as the case may be, occurring during installation, testing / tuning and commissioning of hearing aid to the extent caused by the negligence of your employees, agents or subcontractors. The Tenderer shall be responsible for disassembling of BTE hearing aid / accessories where necessary to facilitate their movement to the site and subsequent assembly and installation.
- 2. It shall be the responsibility of the Tenderer to supply the needed accessories (internal/external), spares for testing, tuning & installation of the main equipment at free of cost.
- 3. The Tenderer will depute specialized Engineer / Technician to supervise installation, check calibration of all concerned subsystems / components and conduct clinical testing and stabilize image quality, etc., before handing over the system to the satisfaction of THE END USER / D.E.O., TTD, TIRUPATI - 517 501, ANDHRA PRADESH. Supply of BTE hearing aids means SUPPLY, testing, tuning and commissioning at site. No separate charges will be paid on this account.

11. DEMONSTRATION:

If necessary the firms should demonstrate their items of BTE HEARING AIDS at their own cost at user end departments of Sravanam Project, TTD, Tirupati.

Signature of the Tenderer

12. SUPPLY:

- a. Supplies should strictly conform to the specifications mentioned in the order.
- b. The decision of the D.E.O, T.T.D. Tirupati shall be final regarding the acceptability of the BTE hearing aids which is not conforming to the specification and other terms and conditions, supplied by the approved Tenderer and the TTD shall not give any reasons in writing or otherwise at any time after rejection of items

13. FORCE MAJEURE CLAUSE.

If the execution of the contract/supply order is delayed beyond the period stipulated in the contract/supply order as a result of outbreak or hostilities, declaration of an embargo or blockade, or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then TTD Management, Tirupati may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by the D.E.O, T.T.D. TIRUPATI - 517501, ANDHRA PRADESH, the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended

- a. The successful bidder will advise, in the event of his having to resort to this clause by a registered letter duly certified by the Local chamber of Commerce or Statutory authorities, the beginning and end of the causes of the delay, within fifteen days of the occurrence and cessation of such force majeure conditions. In the event of delay lasting out of force majeure **TTD Management, Tirupati**, will reserve the right to cancel the contract and provisions governing termination of contract, as stated in the bid documents will apply.
- b. For delays arising out of force major, the bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither **TTD Management, Tirupati** nor the bidder shall be liable to pay extra costs provided it is mutually established that force majeure conditions did actually exist.
- c. If any of the Force majeure conditions exists in the place of operation of the bidder even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations
- d. **The D.E.O, Press Building, T.T.D. Tirupati-517501** shall have irrevocable right to purchase and to enter into parallel contract for the supply of any items mentioned in the tender schedule with any other supplier or firm at any rate at its discretion.
- e. **The D.E.O, Press Building, T.T.D. Tirupati-517501** does not bind itself to accept the lowest offer or tender for any specific item or all items and reserves to itself the right to accept or reject any tender or all tenders without assigning any reason thereof.

Signature of the Tenderer

- f. **The Executive Officer / the D.E.O, Press Building, T.T.D., Tirupati** reserves the right to cancel the tender for any or all hearing aids at any stage without assigning any reason thereof
- g. The termination and recovery of liquidated damages for failing to fulfil any of the terms and conditions of this contract, are as below:

In case the successful Tenderer backs out after releasing the letter of intent or fails to deliver the BTE hearing aids within the period, to be prescribed by **The D.E.O, T.T.D. TIRUPATI** at the time of placing orders, the Tenderer will be liable to make good the loss sustained by the TTD in addition to the penalty as under.

- i. **THE D.E.O, T.T.D. TIRUPATI** shall be entitled to purchase the equipment or its substitutes from any other supplier or firm without notice to the contractor and to recover the extra cost thus involved in such purchase from the first contractor.
- ii. If the delivery is not effected on due date, **THE D.E.O, T.T.D. TIRUPATI** will have the right to impose penalty i.e. first extension for two months or part thereof at the rate of 2% and second extension for an additional two months or part thereof at the rate of 3%. Penalty for extension beyond this for an additional two months or part thereof shall be 4%.
- iii. To cancel the contract or portion thereof.
- iv. To forfeit the EMD and for Security Deposit to the extent of the loss incurred by the TTD, in the event of action being taken as above and if it falls short, **THE D.E.O. T.T.D. TIRUPATI**, shall be at liberty to recover the balance amount from any of the bills pertaining to the tenderer and also to recover such an amount with legal charges, if any, from the contractor under revenue recovery act or by instituting a Civil Suit. In this regard, the Contractor shall not be entitled to any gain.
- v. No suit with regard to any matter whatsoever arising out of this contract shall be instituted in any Court save a Court of Competent Jurisdiction at Tirupati, Andhra Pradesh. Further no claim shall lie against **THE D.E.O, T.T.D. TIRUPATI** in respect of interest on Earnest Money Deposit or Security Deposit. Hence, any suit with regard to any matter whatsoever arising out of this contract shall be instituted in a court of competent jurisdiction at Tirupati only, in Andhra Pradesh. The following documents are necessary
 - GST Registration and Returns proof,
 - PAN copy, Authorization Certificate and
 - IEC if importer.

Signature of the Tenderer

14. WARRANTY:

The warranty is **must for 01**year and it starts from the date of supply only. Warranty includes the main unit and all other items supplied. When main unit or other items are found defective during warranty period, same needs to be rectified by repairing or replacing and make the system to good working condition at free of cost (including man power, parts needed, tax or duty) by the Tenderer. This warranty is subject to periodic preventive maintenance to be done by the Tenderer in consultation with the end-user.

15. UP TIME GUARANTEE:

The Tenderer has to keep the BTE hearing aids at its utmost functional capacity i.e., 95% (ninety five percent) uptime in a calendar *year*. The period of non-functioning of the unit shall not exceed seven working days, and not more than three consecutive days at a time, in a year for a period of minimum 2 years including warranty period.

16. DOWN TIME PENALTY CLAUSE:

During the Guarantee / warranty period, desired uptime of 95% of 365 days (24 hrs) is to be maintained. If downtime exceeds 5% the TTD shall be entitled to impose penalty equal to amount of 1% of the total cost of the equipment per day for the first seven days will be payable by the vendor which will be double on subsequent weeks along with extension of guarantee/ warranty period by the excess down time period. The vendor must undertake to supply all spares for optimal upkeep of the equipment for at least **TWO YEARS** after handing over the BTE HEARING AIDS to the TTD. If accessories/other attachment of the system are procured from the third party, then the vendor must produce cost of accessory /other attachment.

In no case the BTE Hearing aids should remain in non-working condition for more than 7days, beyond which a penalty of 2% of hearing aid cost will be charged per day.

The principals or their agents are required to submit a certificate that they have satisfactory service arrangements and fully trained staff available to support the uptime guarantee.

Free software up-grades are to be provided during the period of WARRANTY.

The Tenderer shall furnish a non-blacklisting certificate that the firm has not been blacklisted in the past by any government/Private institution. The Tenderer/supplier has to give an affidavit on non-judicial stamp paper of Rs.10/- that there is no vigilance/CBI case pending against the firm/supplier and the firm has not been blacklisted in the past by any Govt. or Private Organization.

Signature of the Tenderer

Tenderers should clearly indicate the name of the Manufacturers/Beneficiary of the Letter of Credit, country of Origin, places of shipment.

17. FALL CLAUSE:

- A. If, at any time, during the said period, the Tenderer reduce the said prices of such BTE hearing aids or sales of such stores to any other person 1 organization / Institution at a price lower than the chargeable, he shall forthwith notify such reduction or sale to **the D.E.O, TTD., Tirupati** and the price payable for the BTE HARING AID supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.
- B. Successful Tenderers should give pre-alert intimation prior to shipment notifying both the nominated clearing agents as well as the Institute.
- C. The tenderer shall furnish a list of organizations where the BTE hearing aid, in question, has/have been supplied with the period during the last one year and performance certificate from such organization may also be provided.

18. TRAINING & SERVICE MANUAL:

The tenderer has to train audiologists / Teachers in Sravanam Project concerned for minor problems along with circuit diagram.

The Tenderer has to train audiologists / Teachers in Sravanam Project concerned at end user site, as required.

The Tenderer has to provide the service manual at free of cost with Schematic Diagram of the hearing aid to be supplied.

19. INSURANCE:

The tender has to cover insurance policy, sea borne insurance as per strike cargo clause (all risks) and peril as per Institute strike, riots ,civil commotions, wr risks as per Institute clause from works of the Tenderer to the final destination of the D.E.O,TTD, Tirupati , India including Installation, commissioning evidencing that the claims are payable in India. It will be the Tenderer responsibility to cover all risks against the direct damage and /or injury to our property and /or to our employees or to our agent, occurring during supply, testing, tuning and commissioning of the hearing aid.

20. DELIVERY:

The consignment shall be booked in the name of the D.E.O, Press Building, TTD, Tirupati – 517501, Andhra Pradesh, India.

Signature of the Tenderer

The Tenderer has to deliver the BTE hearing aids within 30 days from the date of placing the purchasing order. The demurrage, storage and any other charges shall be paid from the Tenderer for the consignment that reaches without proper dispatch documents or not endorsed properly and not accompanied by packing list invoices, errors or omissions by descriptions, weights or measurements and for increased handling charges, due to improper packing etc. No such charges will be paid by TTD.

21. PAYMENT TERMS:

No advance payment will be made. Bills will be paid after supply and successful commissioning only. All payments will be made through on-line accounting only. The successful Tenderer should submit all the required bank account details.

No claims shall lie against the department in respect of interest on Earnest Money Deposit and on Security Deposit.

The D.E.O,TTD, Tirupati reserves the right to give preference to the indigenous hearing aids over foreign hearing aids at any time before the acceptance of the tender.

22. PACKING NORMS:

- a. All material must be strongly and securely packed in minimum cubic space for safe Transportation /shipment in such a manner as to prevent damage and pilferage in transit, from the point of shipment to final destination.
- b. Metal parts wherever necessary shall be well slashed with preventives to prevent rusting in transit, or due to delay in Indian Port before clearing.
- c. The main equipment , accessories and documentation shall be separately packed and cases/packages clearly marked accordingly.
- d. All timber used in the packing of the materials is to be free from bark, insects and fungi.
- e. Every case /package must contain a packing list in triplicate and order No. package No. of cases in the consignment. Description and quantity of each item packed shall be clearly shown in the packing list. The description and quantity of each item shall tally with that specified in the order, wherever applicable.
- f. Each case shall be marked by paint in bold letters on four sides indicating the following:
 1. THE D.E.O, Press Building, TTD,TIRUPATI-517501,ANDHRA PRADESH, INDIA.
 2. Case number /dimensions of the case, gross and net weight in Kgs., and Country of origin if any.(This information also should be communicated to us in advance).
- g. All spare and accessories shall be separately crate and labelled as "SPARE PARTS".

Signature of the Tenderer

23. SPECIAL CONDITIONS:

The tenderer should possess all requisite licenses, registrations etc., and the same should be obtained invariably before transacting business with TTD. The tenderer should inform TTD, the correct address from where the supplies are going to be made to TTD. The tenderer should possess an experience of three years in the field and the experience certificate and other Certificates like Registration of Firm if applicable, GST Registration, Latest Income Tax Assessment order, if applicable should be scanned and upload on or before scheduled date and time of opening of the Tech. bid as mentioned at NIT. In case of non-submission of these certificates, the TTD authority reserves the right to take any appropriate action including the cancellation of tender of the respective tenderer. In this regard the decision of the D.E.O /Executive Officer is final and binding on the tenderers without any recourse.

The tender accepting authority i.e the Executive Officer/ DEO,TTD,Tirupati reserves the right either to reject any or all tenders without assigning any reason. In this regard the decision of TTD, is final and binding on the tenderer without any recourse. Further, it is understood by the parties to the tender and specifically accepted by the tenderer when the tenderer files the tender before TTD, the acceptance or rejection of the tender by TTD., or methodology adopted by TTD., in short listing the companies for the supply of material /materials etc., shall not become a cause of action or ground to initiate any legal action before any Court or Courts of law for obtaining any order, Injection, Direction etc., from the Hon'ble court to stall the proceedings in TTD.

The tendered quantity is tentative. It can be increased or decreased at the discretion of T.T.D., may accept or reject in full or in part, any or all the offer, without assigning any reason whatsoever. The T.T.D reserves the right to accept or reject any tender and to cancel the tender process and reject all tenders at any time prior to the award of contract without thereby incurring any liability to the affected tendered or any obligations to inform the affected renderers, the grounds of acceptance or rejection.

The GST payable where liveable and intended to be claimed from TTD should be distinctly shown along with the price quoted. Since the rate quoted in inclusive of GST and applicable all taxes, charges and FOR delivery etc., at user Special Education, TTD, Tirupati, no claim for GST payable will be admitted at a later stage and on any ground whatsoever, irrespective of the supplier mentioning and recording anything contrary to the above in the Quotation.

After the implementation of GST and even after any changes contemplated in the tax structure and the rate of taxes to be levied by the State Government Central (Government the rates Quoted to T.T.D. should be constant and it should be applicable to all supply orders placed by TTD.

Penal clauses of the supplier whatsoever like payment of interest on late payment of bills etc, shall not be acceptable to TTD.

The successful bidder has to enter into an Agreement agreeing to all the conditions of the contract with the T.T.Devasthanams on non-judicial stamp paper of value of Rs.100/- duly notarized within 15 days from the date of receipt of the intimation to him that his TENDER has been accepted. The format of agreement shall be supplied to the approved supplier along with the communication of accepting the rates quoted.

Signature of the Tenderer

The standard payment terms of TTD are applicable. No advance shall be paid by TTD against the order. The payment to suppliers shall be made by TTD only through ON-LINE PAYMENTS.

The tender whose tender has been accepted will be informed about the award of the contract by the authorities prior to the expiration of the validity period by a registered letter.

For breach of any of the above tender conditions, the E.M.D and Security Deposit are liable to be forfeited duty blacklisting the Firm. Further, Non-performance of any of the contract provisions to the satisfaction of TTD will disqualify the supplier to participate in the tenders for the next five years, by disabling the digital certificate.

The TTD reserves the right to add/delete/change/modify any or all the conditions mentioned in the tender schedule and the said addition/deletion/changes/ modifications can be incorporated in the agreement to be entered into with the supplier irrespective of tender conditions mentioned in the notice tender or in the tender schedule or the same can be incorporated in a form of codicil as the case may be and the same will be binding on the supplier without any recourse.

The successful tenderer shall be required to execute agreement. The Signatory should produce documentary evidence of empowering him to do so, if called upon at any time during the contract period. In case of change in the Authorized signatory it is binding on the supplier to inform the changes to the T.T.Devasthanams.

The TTD, reserves the right to terminate/amend/modify the contract without assigning any reason or advance notice to the tenderer/supplier. Similarly, the terms of the tender may be amended/modified by TTD, if necessary, to ensure competitiveness and quality of procurement.

24. SUB-CONTRACTING: the contract supply awarded should be executed by the successful Tenderer/ quotationer only and sub-contract of supply is not permitted.

25. INDEMNITY: the tenderer shall at all times indemnify TTD, against all claims, which may arise in respect of supply of low quality of commodities/material/items etc., not confirming to the specifications.

If the tenderer, in the opinion of TTD, fails or neglects to be complied with any of the terms and conditions of the contract or with any order issued there under then, in such a case, the TTD shall without prejudice to any other or remedies under this contract as a right and be entitled to cancel the contract by giving a notice in writing to the supplier without being liable to pay any compensation for such cancellation.

Tenders, which are not in accordance with the stipulations mentioned, are liable for rejection Offer with insufficient information and offer, which do not strictly comply with the stipulations given above, are liable to be rejected. Any tenderer not accepting the conditions mentioned herewith or providing wrong information will be summarily rejected.

The supplier who apply for this tender has to furnish the declaration that, they have not been black listed in any of the organizations. Any wrong declaration in this regard which comes to the notice at a later date will disqualify them from tendering in future in TTD and the tenders so received shall be automatically rejected.

Signature of the Tenderer]

No supplier shall be allowed at any time on any ground what so ever to claim revision or modification in the rates quoted by him. Conditions such as subject to availability supplies will be made as and when supplies are received etc, will not be considered under any circumstances.

In the event of any dispute arising out of the tenders such dispute would be subject to the jurisdiction of the civil courts at Tirupati, A.P. only.

The impermissible variations with reference to specification on Lab testing will be viewed seriously and will lead to BLACK LISTING.

Any conditional tender shall be liable for rejection.

The bidders are requested to quote their best competitive rate as there is no negotiation in all cases "(Proc. Roc.No.M6/216/MRKT/2011, dt:2-10-2011)

Last date to receive the Tenders is 11 **-02 -2020 at 5.00 P.M.**

26.OPENING OF TENDERS:

Tenders will be opened in the presence of the Tenderers or their authorized representatives whoever chooses to be present at **3.00p.m on 12 -02-2020** in the Chamber's of the Devasthanam Educational Officer, TTD, Press Building, Tirupati. The Financial tenders will be opened after evaluation of technical tenders, at a later date.

N.B. If the above date is declared as holiday, the next working day shall be the due date for receipt of tenders and opening of Tenders.

I/ We read and accept all the above Terms &Conditions .

Place:

Date:

Signature of the Tenderer with seal

TIRUMALA TIRUPATI DEVASTHANAMS : TIRUPATI



DECLARATION BY THE TENDERER

TENDERS FOR SUPPLY BTE HEARING AID TO TTD

2019-2020

LAST DATE 11- 02-2020 AT 5.00 p.m

Name of the Tenderer :

Address of the Tenderer

(To be filled by the Tenderer)

I / We hereby offer to bind to Terms and Conditions of the contract. I / We do hereby declare that I / We shall keep my / our offer open for a period of sixty days (60) from the date of opening of the Tender is later or for the extended period as desired by TTD in addition to the period of sixty days mentioned above in the event of my / our offer being accepted. I / We shall abide by and give my / our acceptance to the annexed terms and conditions of the quotation and shall execute an agreement in the prescribed form, in the event of my / our offer being accepted by TTD.

Yours faithfully,

Signature of the Tenderer
(To be signed by an authorized Signatory)
Full address of the Tenderer.

Place :

Date :

TIRUMALA TIRUPATI DEVASTHANAMS, TIRUPATI
PRICE SCHEDULE

PRICE SCHEDULE FOR BTE HEARING AIDS

Sl. No.	Description of BTE Hearing Aid Make and model	Rate quoted per One pair(That means 02 Numbers) of BTE Hearing Aid (Inclusive of GST, and other charges, FOR etc.,) in Rupees.	
		In Figures	In Words

The rate quoted should be inclusive of all applicable statutory taxes, charges and for delivery at O/o D.E.O, Press Building, TTD, Tirupati.

Place:
Date:with Name and seal

Signature of the Tenderer

Note:

- The successful bidder has to enter into an Agreement agreeing to all the conditions of the contract with the T.T. Devasthanams on Non-judicial stamp paper of value of **Rs.100/-** within 15 days from the date of receipt of the intimation to him that his QUOTATION has been accepted. The format of agreement shall be supplied to the approved supplier along with the communication of accepting the rates quoted
- The uptime warranty will be 98% on 24 (hrs.) X 365 (days) basis.
- All software updates should be provided free of cost.
- The stipulations in Technical Specification will supersede above provisions.
- The supplier shall keep sufficient stock of spares required. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.
- In case of any discrepancy between rates quoted in figures and words, the rates quoted in words will be considered.

TIRUMALA TIRUPATI DEVASTHANAMS**Tender Notice****Open Tender system****PROCUREMENT OF BTE HEARING AIDS**

Roc. No: TTD-106027(31)/4/2019-DEO TTD Dated : .01.2020-

Open (Off-line) Tenders are invited for the procurement of 50 pairs(Fifty pairs) of BTE Hearing aids by the “ Devasthanam Educational Officer, TTD, Press Building, Tirupati – 517501. The Tender schedule can be obtained from O/o Devasthanam Educational Officer, TTD, Press Building , Tirupati during office hours on all working days on payment of Non Refundable amount of Rs.560.00 (Rupees Five hundred and sixty only - inclusive of Taxes) towards Tender schedule cost on account payee demand draft drawn in favour of the Executive Officer, T.T.D., Tirupati on any Nationalized Bank payable at Tirupati from 18.01.2020.

Last date to receive Tenders : `11-02-2020 at 5.00 p.m

Technical bid Evaluation date: 11-02-2020 at 5.00 p.m

Supdt., :

AEO :

D.E.O. :