



GOVERNMENT OF KARNATAKA
CRAWFORD GENERAL HOSPITAL, SAKALESHAPURA Tq
Email: crawfordhospital@gmail.com

No: CGH:SKP:ABARK-CON/REG:07/24-25

BID DOCUMENT OF CHEMICALS AND CONSUMABLES TENDER



GOVERNMENT OF KARNATAKA
CRAWFORD GENERAL HOSPITAL, SAKALESHAPURA
Email: crawfordhospital@gmail.com

NO:CGH:SKP:ABARK-CON/REG:07/24-25

Date:08/08/2024

e-TENDER NOTIFICATION

Sub: Inviting Tender for the supply of CHEMICALS AND
CONSUMABLES during 2024-25

Tenders are invited in the Double cover system (Item wise) for the supply of generic CHEMICALS AND CONSUMABLES to the Crawford General Hospital, Sakaleshapura through the e- procurement portal. Details are as follows

Sl. No.	Details	Date/Rs.
1	Downloading of tender details from	08-08-2024
2	Last Date for submission of Tender	23-08-2024
2.	Date of Opening of Tender	27-08-2024
3.	Date of Pre bidding	17-08-2024
4	producing the samples(Consumables) before technical committee	26-08-2024
5	Estimated Amount	30,00,000/-
6	Amount of EMD	75000/-

For more details visit <https://kppp.karnataka.gov.in> website.

Administrative Medical Officer
Craford General Hospital,
Sakaleshapura

Documents to be Submitted by the Bidder :-

1. GST registration copy
2. Gst returns 3B from Apr-24 to June-24.
3. Turn Over Certificate last 3 years i.e.FY 2020- 21, 2021-22 and 2022-23
Should be Certified by Chartered Accountant
4. Income Tax Returns of FY 2020- 21, 2021-22 and 2022-23
5. Valid Drug License (for Bidders of Chemicals)
6. Manufacturer s Authorization if the bidder is a Supplier
7. No Conviction Certificate taken on or After 01.01.2024
8. GMP certificate if the Bidder is a Manufacturer
9. Declaration in the firm s letter head
 - a) The bidders firm is not block Listed
 - b) Bidders firm is not declared ineligible for corrupt and fraudulent practices issued by Government of Karnataka by any authority

TENDERS FOR
THE SUPPLY OF CHEMICALS AND CONSUMABLES
SECTION I. INVITATION FOR TENDERS (IFT)

IFT No. :CGH:SKP:ABARK-CON/REG:07/24-25

Date : 08-08-2024

1. The ADMINISTRATIVE MEDICAL OFFICER, CRAWFORD GENERAL HOSPITAL, SAKALESHPURA (Purchaser) invites tenders from eligible tenderers for the supply of the CHEMICALS AND CONSUMABLES listed in the Schedule of Requirement

2. **The tenderers may submit tenders for any or all of the goods given** in the Schedule of Requirement. Tenderers are advised to note the qualification criteria specified in Section VII to qualify for award of the contract.

1. Tender documents (and additional copies) may be downloaded from the web site: <https://kppp.karnataka.gov.in> from :08.08.2024
2. a non-refundable Tender processing fee should be paid through e Portal
3. Tenderers Should pay Earnest money deposit Through KPPP portal and shall have to be valid for 45 days beyond the validity of the tender.
4. Tenders must be Submitted in <https://kppp.karnataka.gov.in>. on or before. 16.30 hours on 23.08.2024 (date) and will be opened on the 26.08.2024 at 11 am, If the office happens to be closed on the date of Opening of the tenders as specified, the tenders will opened on the next working day at the same time and venue.
5. Other details can be seen in the tender documents.

SECTION II: INSTRUCTIONS TO TENDERERS

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SECTION II: INSTRUCTION TO TENDERERS

A. Introduction

1. Eligible Tenderers

1.1 Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.

1.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka

2. Cost of Tendering:

2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and The Administrative Medical Officer, Crawford General Hospital, Sakaleshapura, herein after referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

B. The Tender Documents

3. Contents of Tender Documents

3.1 The goods required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include: (l)

- (a) Instruction to Tenderers (ITT) ;
- (b) General Conditions of Contract (GCC) ;
- (c) Special Conditions of Contract (SCC) ;
- (d) Schedule of Requirements;
- (e) Deleted;
- (f) Deleted;
- (g) Deleted;
- (h) Contract Form;
- (i) Deleted;
- (j) Deleted;
- (k) Manufacturer's Authorization Form

3.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderer's risk and may result in rejection of its tender.

4. Pre-bid Queries :

4.1 A prospective Tenderer requiring any clarification of the tender documents may notify the Purchaser in writing at the Purchaser's mailing address indicated in the Invitation for Tenders till Date: 08.2024 4.30 pm. The Purchaser will respond in writing to any request for clarification of the tender documents which it receives no later than 05 days prior to the deadline for submission of tenders prescribed by the Purchaser.

5. Amendment of Tender Documents

- 5.1 At any time prior to the deadline for submission of tenders, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderers, modify the tender documents by amendment.
- 5.2 All prospective tenderers will be notified of the amendment through <https://kppp.karnataka.gov.in> portal.
- 5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Purchaser, at its discretion, may extend the deadline for the submission of tenders.

C. Preparation of Tenders

6. Language of Tender

- 6.1 The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translation shall govern.

7. Documents Constituting the Tender

- 7.1 The tender prepared by the Tenderer shall comprise the following components:
- (a) Deleted;
 - (b) Documentary evidence established in accordance with ITT Clause 11 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) Documentary evidence established in accordance with ITT Clause 12 that the goods to be supplied by the Tenderer are eligible goods and conform to the tender documents; and
 - (d) Earnest money deposit furnished in accordance with ITT Clause 13.

8. Deleted

8.1 Deleted.

9. Tender Prices

- 9.1 The Tenderer shall indicate in the financial bid portal of KPPP portal the unit prices and total tender prices of the goods it proposes to supply under the Contract. To this end, the tenderers are allowed the option to submit the tenders **for any one or more** CHEMICALS AND CONSUMABLES specified in the 'Schedule of Requirements', However, tenderers shall quote for the complete requirement CHEMICALS AND CONSUMABLES specified on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award
- 9.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (i) the price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable
- a. Deleted
 - b. Deleted.

- (ii) any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;
- (iii) the price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and
- (iv) the price of other incidental services listed in Clause 4 of the Special Conditions of Contract.

9.3 The Tenderer's separation of the price components in accordance with ITT Clause 9.2 above will be solely for the purpose of facilitating the comparison of tenders by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

9.4 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 22.

10. Tender Currency

10.1 Prices shall be quoted in Indian Rupees:

11. Documents Establishing Tenderer's Eligibility and Qualifications

11.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the Contract if its tender is accepted

11.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its tender is accepted, shall establish to the Purchaser's satisfaction:

- (a) that, in the case of a Tenderer offering to supply CHEMICALS AND CONSUMABLES under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized (as per authorization form in Section XIII) by the goods' Manufacturer or producer to supply the goods in India.

(The item or items for which Manufacturer's Authorization is required should be specified)

[Note: Supplies for any particular item of the tender should be from one manufacturer only. Tenders from agents offering supplies from different manufacturer's for the same item of the schedule in the tender will be treated as non-responsive.]

- (b) that the Tenderer has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VII. To this end, all tenders submitted shall include the following information:

- (i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;

12. Documents Establishing Goods' Eligibility and Conformity to Tender Documents

12.1 Pursuant to ITB Clause 7, the Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all goods and services which the tenderer proposes to supply under the contract..

12.2 The documentary evidence of conformity of the goods and services to the tender documents may be in the form of literature, drawings and data, and shall consist of :

- (a) a detailed description of the essential technical and performance characteristics of the goods ;

(b) Deleted

(c) Deleted

12.3 Deleted.

13. Earnest Money Deposit

13.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, earnest money deposit in the amount as specified in Section-V - Schedule of Requirements.

13.2 The earnest money deposit is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 13.7.

13.3 The earnest money deposit shall be denominated in Indian Rupees and shall pay through KPPP portal only and shall remain valid for a period of 45 days beyond the original validity period of tenders, or beyond any period of extension subsequently requested under ITT Clause 14.2.

13.4 Any tender not secured in accordance with ITT Clauses 13.1 and 13.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 22.

13.5 Unsuccessful Tenderer's earnest money deposit will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of tender validity prescribed by the Purchaser, pursuant to ITT Clause 14.

13.6 The successful Tenderer's earnest money deposit will be discharged upon the Tenderer signing the Contract, pursuant to ITT Clause 30, and furnishing the performance security, pursuant to ITB Clause 31.

13.7 The tender security may be forfeited:

(a) if a Tenderer (i) withdraws its tender during the period of tender validity or (ii) does not accept the correction of errors pursuant to ITT Clause 22.2; or

(b) in case of a successful Tenderer, if the Tenderer fails:

(i) to sign the Contract in accordance with ITT Clause 30; or

(ii) to furnish performance security in accordance with ITT Clause 31.

14. Period of Validity of Tenders

14.1 Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITB Clause 17. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.

14.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The earnest money deposit provided under ITT Clause 13 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.

15. Format and Signing of Tender

15.1 The Tenderer shall prepare and submit the Bid documents through kppp portal only along with necessary supporting documents towards meeting the eligibility criteria and requirements of the Technical bid.

15.2 The copies of the supporting documents shall be uploaded in the kppp portal Technical bid section and shall be legible and complete in all respect. The letter of authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

- 15.3 In case of bid documents being signed by (representative) other than the Authorized signatory registered in the E-portal (Having digital key in his name), necessary General Power of Attorney issued by the Authorized signatory in the name of the representative, as per Appendix-1, Annexure XIII on a stamp paper, for signing of the Tender documents and submission on his behalf shall be submitted.
- 15.4 Deleted.
- 15.5 Deleted

D. Submission of Tenders

16. Sealing and Marking of Tenders

- 16.1 The Tenders shall be submitted through kppp portal, Technical bid documents at Technical section and Financial bids at Financial section..
- 16.2 Deleted:
- 16.3 Deleted
- 16.4 Deleted.
- 16.5 Deleted

17. Deadline for Submission of Tenders

- 17.1 Tenders must be submitted through kppp portal no later than the time and date specified in the Invitation for Tenders
- 17.2 The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITB Clause 5, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late Tenders

- 18.1 Submission of Tenders beyond the specified date and time of the Bid submission in the kppp portal is not possible
19. Modification and Withdrawal of Tenders
- 19.1 Deleted
- 19.2 Deleted.
- 19.3 No tender may be modified subsequent to the deadline for submission of tenders.
- 19.4 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 on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its earnest money deposit, pursuant to ITT Clause 13.7.

E. Tender Opening and Evaluation of Tenders

20. Opening of Tenders by the Purchaser.

- 20.1 The tenders will be opened through kppp portal as per the timeline specified
- 20.2 Deleted
- 20.3 Deleted
- 20.4 The Purchaser will prepare minutes of the tender opening.
21. Clarification of Tenders
- 21.1 During evaluation of tenders, the Purchaser may, at its discretion, ask the Tenderer for a clarification of its tender. The request for clarification and the response shall be in writing and no change in prices or substance of the tender shall be sought, offered or permitted.

22. Preliminary Examination.

22.1 The Purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order. Tenders from Agents, without proper authorization from the manufacturer as per Section XIII, shall be treated as non-responsive.

22.1.1 Deleted.

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

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

22.4 Prior to the detailed evaluation, pursuant to ITB Clause 23, the Purchaser will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6), Warranty (GCC Clause 14), Force Majeure (GCC Clause 24), Limitation of liability (GCC Clause 28), Applicable law (GCC Clause 30), and Taxes & Duties (GCC Clause 32) will be deemed to be a material deviation. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

22.5 If a tender is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

23. Evaluation and Comparison of Tenders.

23.1 The Purchaser will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 22. No tender will be considered if the complete requirements covered in the schedule is not included in the tender. However, as stated in ITT Clause 9, Tenderers are allowed the option to tender for any one or more CHEMICALS AND CONSUMABLES

23.2 The Purchaser's evaluation of a tender will exclude and not take into account:
(a) any allowance for price adjustment during the period of execution of the Contract, if provided in the tender.

23.3 The Purchaser's evaluation of a tender will take into account, in addition to the tender price (Ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental

services, the following factors, in the manner and to the extent indicated in ITT Clause 23.4 and in the Technical Specifications:

- (a) cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;
- (b) delivery schedule offered in the tender;
- (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
- (d) Deleted
- (e) Deleted
- (f) Deleted
- (g) Deleted

23.4 Pursuant to ITT Clause 23.3, one or more of the following evaluation methods will be applied:

- (a) Deleted
- (i) Deleted.
- (b) Deleted
- (i) Deleted
- (c) Deleted:
Deleted.
- (d) Cost of Spare Parts:
 - (i) Deleted
OR
 - (ii) Deleted
OR
 - (iii) Deleted.
- (e) Spare Parts and After Sales Service Facilities in India:
Deleted
- (f) Operating and Maintenance Costs:
Deleted
- (g) Deleted:
 - (i) Deleted

24. Contacting the Purchaser

- 24.1 Subject to ITT Clause 21, no Tenderer shall contact the Purchaser on any matter relating to its tender, from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the purchaser, it should do so in writing.
- 24.2 Any effort by a Tenderer to influence the Purchaser in its decisions on tender evaluation, tender comparison or contract award may result in rejection of the Tenderer's tender.

F. Award of Contract

25. Post qualification

- 25.1 In the absence of pre qualification, the Purchaser will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 11.2 (b) and is qualified to perform the contract satisfactorily.

25.2 The determination will take into account the Tenderer's, capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 11, as well as such other information as the Purchaser deems necessary and appropriate.

25.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

26. Award Criteria

26.1 Subject to ITT Clause 28, the Purchaser will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

27. Purchaser's right to vary Quantities at Time of Award

27.1 The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 25 percent of the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

28. Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders

28.1 The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.

29. Notification of Award

29.1 Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer through kppp portal, that its tender has been accepted.

29.2 The notification of award will constitute the formation of the Contract.

29.3 Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 31, the Purchaser will promptly notify the name of the winning Tenderer to each unsuccessful Tenderer and will discharge its earnest money deposit, pursuant to ITT Clause 13.

29.4 If, after notification of award, a Tenderer wishes to ascertain the grounds on which its tender was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Tenderer.

30. Signing of Contract

30.1 At the same time as the Purchaser notifies the successful tenderer that its tender has been accepted, the Purchaser will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

30.2 Within 21 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Purchaser.

31. Performance Security

31.1 Within 21 days of the receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security in the form of fixed Deposit issued by a Nationalized Bank/Scheduled Bank drawn in favour of the Administrative Medical Officer, Crawford General Hospital, Sakaleshapura, having validity not less than 1 year but extendable up to the Shelf life of the

CHEMICALS AND CONSUMABLES/goods being awarded in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents or in another form acceptable to the Purchaser.

31.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 30.2 or ITT Clause 31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Purchaser may make the award to the next lowest evaluated Tenderer or call for new tenders.

32 Corrupt or Fraudulent Practices

32.1 The Government requires that Tenderers/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government :

(a) defines, for the purposes of this provision, the terms set forth as follows :

(i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

32.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 4.4 and sub-clause 23.1 of the General Conditions of Contract.

SECTION III: GENERAL CONDITIONS OF CONTRACT
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SECTION III – GENERAL CONDITIONS OF CONTRACT
General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Purchaser" means the organization purchasing the Goods, as named in SCC.
- (h) "The Purchaser's country" is the country named in SCC.
- (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (j) "The Government" means the Government of Karnataka State.
- (k) "The Project Site", where applicable, means the place or places named in SCC.
- (l) "Day" means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

4. Use of Contract Documents and Information; Inspection and Audit by the Government

4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 4.4 The supplier shall permit the Government to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government, if so required by the Government.

5. Patent Rights

- 5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6. Performance Security

- 6.1 Within 21 days of receipt of the notification of contract award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 5% of the Contract Value, having validity not less than 1 year but extendable up to the Shelf life of the product being awarded. In the event of any correction of defects or replacement of expired/defective material during the Shelf-life/Warranty period, the Shelf-life/Warranty for the corrected/replaced material shall be extended to a further period as per the Standard shelf life/agreed warranty period and the Performance Bank Guarantee for proportionate value shall be extended over and above the initial Shelf-life/Warranty period
- 6.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 6.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
- (a) A Fixed deposit certificate, issued by a Nationalized/Scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser; or
 - (b) Deleted
 - (c) Deleted.
- 6.4 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any Warranty obligations, under the Contract.
- 6.5 In the event of any contract amendment, the Supplier shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including Warranty obligations.

7. Inspections and Tests

The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and

tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

- 7.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 7.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
- 7.5 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

7.6 Deleted

7.6. 1. Deleted

7.6. 2 . Deleted

7.6. 3 Deleted .

8. Packing

- 8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 8.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

8.3 Deleted.

9. Delivery and Documents

- 9.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10. Insurance

- 10.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War risks and Strikes.

11. Transportation

11.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price

12. Incidental Services

12.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) Deleted;
- (b) Deleted;
- (c) Deleted
- (d) Deleted
- (e) Deleted

12.2 Deleted.

13. Spare Parts

13.1 Deleted

(ii) Deleted

13.2 Deleted.

14. Warranty

14.1 Deleted.

14.2 Deleted

14.3 Deleted.

14.4 Deleted

14.5 Deleted

15. Payment

15.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.

15.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the contract.

15.3 Payments shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of the invoice or claim by the Supplier.

15.4 Payment shall be made in Indian Rupees.

16. Prices

16.1 Prices payable to the supplier as stated in the contract shall be firm during the performance of the contract.

17. Change Orders

17.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

- (a) Deleted

(b) Deleted;

(c) Deleted

(d) the Services to be provided by the Supplier.

6 Deleted

7 Deleted.

8 Deleted

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

18. Contract Amendments

18.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

19. Assignment

19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

20. Subcontracts

20.1 Subcontracts are strictly prohibited.

20.2 Deleted

21. Delays in the Supplier's Performance

21.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

21.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

21.3 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

22. Liquidated Damages

22.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price.. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 23.

23. Termination for Default

23.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause :

“Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

24. Force Majeure

24.1 Notwithstanding the provisions of GCC Clauses 21, 22, 23, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

24.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

24.3 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 obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25. Termination for Insolvency

25.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event,

termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

26. Termination for Convenience

26.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

26.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

27. Settlement of Disputes

27.1 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.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

27.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

27.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 5,

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided

that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

29.1 The contract shall be written in English language. Subject to GCC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

31. Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

32.2 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT
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SECTION IV: SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. Definitions (GCC Clause 1)

(a) The Purchaser is

(b) The Supplier is

2. Inspection and Tests (GCC Clause 7)

2.1. Pre-Shipment Inspection

2.1.1. The supplier shall submit the Analytical test Report from NABL Accredited Testing Laboratory for the products while delivering the products to the consignee.

2.1.2. If required the purchaser or his representative shall have the right to inspect the manufacturing and storage premises of the Supplier to ascertain the standards maintained and take samples for test and analysis at approved laboratories prior to shipment.

2.1.3. The person authorized to carry out such inspection shall produce the authorization letter issued by the **The Administrative Medical Officer, Crawford General Hospital, Sakaleshapura** for the purpose.

2.1.4. The supplier shall notify the purchaser at least 10 days prior to the time when the product are available for inspection.

2.1.5. The purchaser, if desires, shall complete such inspection and sampling within 7 days thereafter with respect to product inspection.

2.1.6. The goods shall not be shipped unless the purchaser communicates the clearance, whenever such inspections are conducted.

2.1.7. Notwithstanding such inspection and clearance issued by the purchaser or the persons authorized by him, the goods shall be accepted by the purchaser subject to verification at the destination.

2.2. Inspection of Factory/Manufacturing Unit:

2.2.1. Procurement Agency or its authorized representative(s) has the right to inspect the factories/manufacturing units of any of the Bidders any time before accepting the rate quoted by them or before releasing any Purchase Order. The Procurement Agency has the right to reject the Bid or terminate/cancel any Purchase Order issued and/or to decide not to place further order based on adverse reports brought out during such inspections or by any statutory

authorities without prejudice to other action being taken.

- 2.2.2. The Bidder shall extend necessary cooperation to such team in inspection of the manufacturing process, quality control measures adopted etc., in the manufacture of the product quoted. If Company/Firm does not allow such inspection, their Bids will be rejected during the currency of the contract.

3. Delivery and Documents (GCC Clause 9)

- 3.1 The products shall be supplied to the CRAWFORD GENERAL HOSPITAL, SAKALESHAPURA as stipulated in the Purchase order and as per the Consignee list given or as amended. Supplies should be made directly by the Supplier and not through any Agency/Dealer/Distributors.
- 3.2 The products ordered shall be supplied in single consignment from the date of Purchase Order i.e; 100% of the quantity within 10 days from the date of Purchase Order or as per the delivery schedule issued to all the destinations mentioned in the Purchase Order. In case the supply is not completed within the stipulated time, the Procurement Agency will have the liberty to make alternative procurement arrangements for these CHEMICALS AND CONSUMABLES/consumables/medical devices without any notice/information to the supplier. This will be treated as default in supply. In case of any urgent/emergency requirement/change in the demand pattern, the Tha Administrative Medical Officer, Crawford General Hospital, Sakaleshapura reserves the right to alter/prepone the delivery schedule with mutual consent (i.e., agreed by the supplier).
- 3.3 The procurement agency may schedule the supply of goods in more than one lot under staggered delivery schedule spread across the consumption period keeping in view the stock in hand, consumption pattern and shelf life of the products.

The products supplied in excess of the ordered quantity will not be accepted and the supplier shall take back the excess at their cost. Procurement Agency will not be responsible for the loss to the supplier and will not entertain any claim on this account.

- 3.4 The supplier shall supply the Item(s) at the specified destination along with original excise invoice; Test reports of raw materials procured and finished products for every batch, Delivery challans and other relevant documents. Any supply without the above documents will not be accepted and the said supply will be accepted only on the date of submission of the required documents
- 3.5 The supplier shall ensure the quantity relevant to the Batch Number of the products is mentioned in the invoice. Any variation will be examined seriously and the payment for the supply will be released only after

confirmation of the batch number by the supplier and reconciliation of the same. While at the discretion of the Procurement Agency, minor normal variations in the batch numbers in the invoices and actual supply may be accepted, any abnormal variation may lead to Blacklisting of the product(s) by the Procurement Agency.

- 3.6 It will be the responsibility of the supplier to supply products at the destinations mentioned in the Purchase Order and supply shall confirm to the conditions mentioned in the provisions of tender documents, viz., logo, nomenclature in regional language etc.,
- 3.7 It shall be the responsibility of the supplier for any shortage/damage/breakages at the time of receipt at the designated places.
- 3.8 If at any time the Bidder has, in the opinion of the ordering authority, delayed in making any supply by reasons of any riots, mutinies, wars, fire. Storm, tempest or other exceptional cause on a specific request made by the Bidder within 7 days from the date of such incident, the time for making supply may be extended by the The Administrative Medical Officer, Crawford General Hospital, Sakaleshapura at his discretion for such period as may be considered reasonable. The exceptional causes do not include the scarcity of raw material, Power cut, Labour disputes.
- 3.9 Preliminary Inspection of the Goods and Acceptance/rejection: The products supplied at the locations are subject to preliminary inspection and testing by the receiver/competent authority to confirm quantity, quality. In case of discrepancies, the bidder shall replace such CHEMICALS AND CONSUMABLES/products as per the composition/specifications free of cost within 30 days.

4. Incidental Services (GCC Clause 12)

Deleted.

5. Payment (GCC Clause 15)

- 3.10 No advance payment towards costs of CHEMICALS AND CONSUMABLES, medicines etc., will be made to the supplier.
- 3.11 On completion of the delivery schedule, the supplier shall submit invoice in triplicate duly stamped and signed with the GST as applicable in the name of the consignee/authority as may be designated.
- 3.12 Payment will be made generally within 30 days after receipt of original invoice, standard test reports with certification of goods received in good condition from the consignee mentioned in the purchase order and after due verification as per Tender document. For the Tenders under NHM

Programme: Payment will be made after 100% supply and post reception of grants from indenting authority.

3.13 GSTN of the CRAWFORD GENERAL HOSPITAL SAKALESHAPURA is **29BLROO2852D1DP** and invoices should be raised against the same

3.14 No interest will be chargeable for delayed payments.

3.15 The payment of the bill shall be made after deducting the dues, penalty, if any. The payment in full or part of the bills shall be withheld in the following circumstances:

3.16 The goods are found sub-standard or in non-acceptable conditions.

3.17 Breach of condition of any contract by the Holder.

3.18 Any due payments/recoveries towards penalty.

6. Settlement of Disputes (Clause 27)

The dispute settlement mechanism to be applied pursuant to GCC Clause 27.2.2 shall be as follows:

- (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, by a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the ¹² Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the Parties.
- (b) Arbitration proceedings shall be held at Bangalore Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (c) The decision of the of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

7. Notices (Clause 31)

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

Purchaser: The Administrative Medical Officer
Crawford General Hospital
SAKALESHAPURA
HASSAN DIST., KARNATAKA
Supplier: (To be filled in at the time of Contract signature)

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.....

8. Progress of Supply:

Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as

under ¹³ :

- Quantity offered for inspection and date;
 - Quantity accepted/rejected by inspecting agency and date;
 - Quantity despatched/delivered to consignees and date;
 - Quantity where incidental services have been satisfactorily completed with date;
 - Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
 - Date of completion of entire Contract including incidental services, if any; and
 - Date of receipt of entire payments under the Contract
- (in case of stage-wise inspection, details required may also be specified).

9. Deleted

10. Supplier Integrity:

The supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

11. Supplier's Obligations:

The Supplier is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities.

The Supplier will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.

The Supplier is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.

The Supplier will treat as confidential all data and information about the Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser.

12. Patent Rights:

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the supplier of such claim, if it is made, without delay.

**ADDITIONAL TERMS AND CONDITIONS SPECIFIC FOR SUPPLY OF
HEMICALS AND CONSUMABLES**

13. Product composition/specifications: The supplies should be made as per standard specifications as specified in the tender at Schedule of requirement. Any discrepancy will entitle for rejection of goods/initiating penalty clause/blacklisting of the company, apart from the Cancellation of the Order

14. Shelf life:

13.1. All CHEMICALS must indicate the Date of Manufacture and date of Expiry. The CHEMICALS AND CONSUMABLES supplied shall be of minimum 2 Years shelf life or as prescribed by the Drugs & Cosmetics Act, 1940 & respective pharmacopoeia, from the date of Manufacture, and must arrive at the purchaser's point with a remaining shelf life of at least 80% of the total stipulated shelf life of the product from the date of supply. The stores must continue to confirm to the usual pharmacopoeia limits of potency, if tested at any time during its shelf life till its expiry date.

13.2. In case, the product supplied is below prescribed and residual shelf life at the time of supply, the same will be rejected.

13.3. During the period of validity of the contract, the supplier is liable to replace the products left unconsumed at the warehouse/consignee with 30% or less shelf life on specific request from the warehouse/consignee.

13.4. The Replacement should be made within 30 days from the date of intimation, failing which the equivalent amount will be recovered and the cost of destruction of the time expired products will be recovered from their pending bills / Security Deposit.

In case of imported products the minimum shelf life at the time of delivering at consignee location should be at least 60% (Subject to submission of an undertaking by the successful bidder for replacement of unused medicines in the event of expiry while submitting the SD and agreement),,with exemption of logograms.

13.5. Deleted

13.6. Vials, Ampoules and Bottles containing the product tendered for should also carry the printed logogram of proportionate size.

14. Packing & Labeling

Unless otherwise specified under schedule of requirement, the following general terms applies for the Packaging

- 14.1. The items shall be supplied in the package and the package shall carry the logograms of proportionate size. Affixing of labels in smaller size will be treated as violation of Bid conditions and fine will be deducted from the amount payable.
- 14.2. Deleted
- 14.3. The packing in each carton shall be strictly as per the specification mentioned in Schedule of requirement The outer carton should be of white board with a minimum of 300 gsm with laminated packing for the strips, blisters, ointments, creams etc. and for ampoules and vials should be with white board of 450 gsm. Failure to comply with this shall lead to rejection of the goods which needs to be replaced within the specified delivery period including such goods which found with poor/damaged packing.
- 14.4. The caps of bottle preparations should not carry the name of the supplier.
- 14.5. Deleted .
- 14.6. It should be ensured that only first-hand fresh packaging material of uniform size, including bottle and vial, is used for packing.
- 14.7. All primary packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia.
- 14.8. Packing should be able to prevent damage or deterioration during transit.

In the event of product supplied found to be not as per composition/specifications in respect of their packing and logogram, the Procurement Agency, is at liberty to make alternative purchase of the product for which the Purchase orders have been placed from any other sources or in the open market or from any other Bidder who might have quoted higher rates, at the risk and the cost of the supplier. In such cases the Procurement Agency has every right to recover the cost and impose penalty.

15. The Procurement Agency will reserve the right to reject such supplies which are in violation of conditions laid down in Clauses 9, 16, 17 and 18 above. Failure to supply of products as per the delivery schedule with required logograms, shelf life and packaging and will be treated as breach of the terms of agreement / violation of Tender conditions and action may be taken to blacklist the product and/or fine will be deducted from the amount payable.

Non-Performance Penalty:

In all the cases of failure on the part of the supplier to deliver any or all the goods including the replacement against the rejections if any, within the period(s) specified in the contract, the Administrative Medical Officer Crawford Hospital, Sakaleshapura shall without prejudice to its other remedies under the contract, recover the penalty from the supplier, as liquidated damages:

- 15.1. Levy of penalty for delay in supply of tender item: A sum equivalent to 0.5% of the delivered price of the delayed goods, including the replacement against rejections, for each week or part thereof delay until actual delivery against the prescribed period of delivery/replacement, up to a maximum deduction of 10% of the contract price. Once the maximum is reached, the Administrative Medical Officer Crawford Hospital, Sakaleshapura may consider termination of the contract and forfeiture of Security Deposit/performance Guarantee pursuant to general conditions of contract.
- 15.2. Levy of penalty in case of non-supplies: A sum equivalent to value of the performance Guarantee submitted. The Administrative Medical Officer, Sakaleshapura may initiate forfeiture of Security Deposit/performance Guarantee pursuant to general conditions of contract and termination of the contract.

16. **Risk Purchase Penal Clause:** If supplies are not made as per the delivery schedule prescribed or the revised delivery schedule intimated by the Purchaser, if any, the Purchaser will purchase such requirements from any available source and this extra expenditure incurred thereof will be recovered from the supplier's Bills due for payment or from the Security Deposit. Further the default supplier has to reimburse all the liquidated damages/losses arising due to non-fulfillment of contractual obligations.

17. Debarment/Blacklisting. :

Unless otherwise specified in the forgoing clauses, the The Administrative Medical Officer, Sakaleshapura reserve the rights to Debar/Blacklist the bidder/supplier against specific products, for a period of not less than 3 years as per the guidelines issued by the Government of Karnataka under section 26(A)(B)(C) vide notification No NO:FD 884 Exp-12/2019, Bangalore Dated 7th May 2020, apart from cancellation of the Purchase order, forfeiture of EMD/Security Deposit, towards the lapses/default being reported/ found/ observed/ committed as detailed under:

17.1. Debarment/Blacklisting of the firm for a product

- a) Not having manufacturing Unit/installed capacity, as declared at the time of bid submission.
- b) Non submission of Security deposit within the stipulated/extended time, leading to cancellation of LOI/ Purchase order.
- c) Withdrawal of bid or non-execution of supplies within the stipulated/extended period.
- d) Supply of spurious/inferior/substandard/NSQ products or supply of Mis-branded/unsafe/medical devices.
- e) Violation and convictions if any under the CHEMICALS AND CONSUMABLES and Cosmetics Act or any other applicable laws/rules during the currency of contract period.
- f) Non-adherence to Delivery schedules and agreed terms and conditions of the tender, including non-submission of the Performance Security leading the cancellation of the supply order.
- g) Failure of quality at the time of Lab tests in 2 or more than 2 batches of a product in quality test.
- h) Any other Corrupt/Fraudulent/unethical business practices

17.2. Debarment/Blacklisting of the firm as a whole

- a) Submission of false/misleading/fabricated/invalid/void documents against the bid.
- b) If a firm is awarded with only one product, 2 or more than 2 batches of such product fails in quality test.
- c) Delette
- d) Any other Corrupt/Fraudulent/unethical business practices

- 17.3. The blacklisting of particular product or company/firm will be done without prejudice to other penalties which may be imposed as per the conditions of Tender documents and also to other actions which may be initiated under relevant Acts or any other law of Land. The Administrative Medical Officer, Sakaleshapura, will display names of such blacklisted product(s) and company/firm on its website and also circulate the same among other state Government / Central Government and its procurement agencies including respective State Drugs Control Department where the company or firm is located.

17.4. The process of Debarment/Blacklisting and Resolution of Disputes:

The process of Debarment/blacklisting by Administrative medical officer Crawford Hospital, Sakaleshapura will be carried in accordance with the provisions of the KTPP Act/Rules and guidelines issued by the Government of Karnataka under section 26(A)(B)(C) vide notification No NO:FD 884 Exp-12/2019, Bangalore Dated 7th May 2020 In case of a dispute or difference arising between the Administrative medical officer Crawford Hospital, Sakaleshapura and a supplier relating to any matter arising out of or connected with the Debarment/Blacklisting, such dispute or difference shall be settled as per the provisions of the said Act/Rules and notifications.

18. Other legal Remedies

In addition to the action of debarment/blacklisting stated above, the Procuring Entity is entitled, and it shall be lawful on their part to:

- 18.1. File information against Bidder or any of its successors, with the Competition Commission of India for further processing, in case of anti-competitive practices;
- 18.2. Initiate proceedings in a court of law against Bidder or any of its successors, under the Prevention of Corruption Act, 1988 or the Indian Penal Code or any other law for transgression not addressable by other remedies listed in this sub-clause.
- 18.3. Initiation of suitable disciplinary/legal/criminal proceedings under the applicable Laws against the firm or individual towards:
 - a) Submission of fabricated/forged/misleading documents with an intention to win the bid or gain advantage over the competitors.
 - b) Criminal negligence while execution of the contract or breach of contract which may lead to loss or damage to human life.

Non reporting of Debarment/Blacklisting by the Supplier

If the supplier or any of its approved product gets debarred/banned/blacklisted in any state are the subject of debarment/blacklisting is pending for hearing/decision/disposal in the Court of Law, after entering into agreement with The Administrative Medical Officer, Sakaleshapura for the products for which their bids were accepted, it shall be the responsibility of the supplier to inform The Administrative Medical Officer, Sakaleshapura without any delay about the same.

- 18.4. In case the Firm is black listed/debarred/banned after submission of bid document for the products for which their bids were submitted, it should inform the The Administrative Medical Officer, Sakaleshapura within 15 days of blacklisting/debarring/banning. If the blacklisted/debarred / banned firm does not inform the The Administrative Medical Officer within stipulated time, a penalty amounting to @ two percent of purchase orders towards the issued between the date of blacklisting/debarring/banning and the date of informing to The Administrative Medical Officer, both dates inclusive, shall be imposed, subject to a minimum penalty of Rs 20,000 and a maximum penalty up to Rs 2,00,000 only.
- 18.5. If it is brought to the notice of The Administrative Medical Officer that the similar drug/item of the supplier firm has been found spurious / adulterated in any other state (whether the firm/ product has been blacklisted/ debarred/ banned or not); then no further purchase orders shall be issued for the product and the contract with the firm for the product shall be cancelled.

SECTION V: SCHEDULE OF REQUIREMENTS

Bidders should pay a sum of Rs.75000.00 as EMD through e procurement portal

LIST OF CHEMICALS AND CONSUMABLES REQUIRED:-

Sno	Item Name
1	Absorbent cotton wool-- NA 500 GM 1x500gm
2	Bandage cloth individually packed in poly-pack NA 20 Mtrs. 1x20mtrs
3	Antiseptic Liquid Hand Wash 5 Ltr Liquid
4	Cotton Crepe bandage Miscellaneous 6 Cm X 4 m IP/BP/USP 1x1
5	Absorbable Surgical Suture antibacterial coated Polyglactin 1/2 Circle RB CC/Taper point 30MM Needle,Length 90 CM NA 2-0 12 Foils
6	Absorbable Surgical suture Antibacterial Coated Polyglactin 1/2 Circle RB CC/Taper Point 36MM Needle, length 90 cm NA 1/0 12 Foils
7	Absorbable Surgical Suture Antibacterial coated Polyglactin 1/2 Circle RB,CC/Taper Point 30MM Needle, length 90 cm NA 1/0 12 Foils
8	Absorbable Surgical Suture Antibacterial coated Polyglactin 1/2 Circle RB,CC/Taper Point 40 MM Needle,Length 70 Cm NA SIZE 1 12 Foils
9	ABSORBABLE SURGICAL SUTURE ANTIBACTERIAL COATED POLYGLACTIN 1/2 CIRCLE RB,CC/TAPER POINT 40MM NEEDLE, LENGTH 90CM NA SIZE 1 12 Foils
10	Absorbable Surgical Suture antibacterial coated Polyglactin 1/2 Circle RB CC/Taper point 40MM Needle,Length 90 CM NA 3-0 12 Foils
11	Absorbable Surgical Suture antibacterial coated Polyglactin 1/2 Circle RB CC/Taper point 30MM Needle,Length 90 CM NA 4-0 12 Foils
12	Absorbable Surgical Suture antibacterial coated Polyglactin 1/2 Circle RB CC/Taper point 30MM Needle,Length 90 CM NA 8-0 12 Foils(Single Arm)
13	Absorbable Surgical Suture antibacterial coated Polyglactin 1/2 Circle RB CC/Taper point 30MM Needle,Length 90 CM NA 10-0 12 Foils(Double Arm)
14	Suture Material 3-0 (Black Silk) Round Body
15	Suture Material 3-0 (Needle 3/8) Circle Round Body
16	Suture Material Polyglactin 3-0 (Needle 3/8) Circle Cutting Edge Reverse (vicryl-3)
17	Absorbable Surgical Suture Antibacterial Coated Polyglactin 1/2 Circle RB,CC/Taper Point 40MM Needle,Length 90 Cm NA SIZE 1-0 12 Foils
18	Adhesive tape NA 10cmx10mts 1x3rolls

19	Blood transfusion set NA NA 1x1
20	Cotton Crepe Bandage NA size 10cmx4m 1x1
21	Cotton Crepe Bandage NA size 15cmx4m 1x1
22	Disposable Mask Triple Layer Elastic type NA NA 1x1
23	ECG Gel NA 250 ml 1x250ml
24	Endotracheal tubes with cuff [pvc] [sterile] NA 5 1x1
25	Endotracheal tubes with cuff [pvc] [sterile] NA 5.5 1x1
26	Endotracheal tubes with cuff [pvc] [sterile] NA 6 1x1
27	Endotracheal tubes with cuff [pvc] [sterile] NA 7 1x1
28	ENDOTRACHEAL TUBES WITH CUFF [PVC] [STERILE] NA 7.5 1x1
29	Endotracheal tubes with cuff [pvc] [sterile] NA 8 1x1
30	Endotracheal tubes with cuff[pvc][Sterile] NA 6.5 1x1
31	Endotracheal tubes with out cuff[pvc][Sterile] NA 2.5 1x1
32	Endotracheal tubes with out cuff[pvc][Sterile] NA 3 1x1
33	Endotracheal tubes with out cuff[pvc][Sterile] NA 3.5 1x1
34	Endotracheal tubes with out cuff[pvc][Sterile] NA 4 1x1
35	Endotracheal tubes with out cuff[pvc][Sterile] NA 4.5 1x1
36	Finger Splints NA Little finger 1x1
37	Finger Splints NA Midle finger 1x1
38	Finger Splints NA Ring finger 1x1
39	Finger Splints NA Thumb 1x1
40	Folly's catheters with bulb [sterile] 30ml NA 16F 1x1
41	Folly's catheters with bulb [sterile] 30ml NA 18F 1x1
42	Hypo allergenic tape micropore NA 1cmx9.1mts 1x24rolls
43	Hypo allergenic tape micropore NA 7.5cmx9.1mts 1x4rolls
44	Hypo allergenic tape Transpore NA 2.5cmx9.1mts 1x12rolls
45	Infant feeding tube NA 6F 1x1
46	Infant feeding tube NA 7F 1x1
47	IV Cannula (two way) NA 20G 1x1
48	K Wire Length 375mm NA 1.8mm NA
49	Knee Caps NA Extra large(XL) 1x1
50	Knee Caps NA Large(L) 1x1
51	Knee Caps NA Medium(M) 1x1
52	Knee Caps NA Small(S) 1x1
53	Lumbo Sacral Belts NA Large(L) 1x1
54	Lumbo Sacral Belts NA Medium(M) 1x1
55	Lumbo Sacral Belts NA Small(S) 1x1
56	Plaster of paris bandage (ISI/ISO/CE) NA 10cmx2.7mts 1x1roll
57	Plaster of paris bandage size -4"x5Y
58	Plaster of paris bandage size -6"X5y
59	Reagent Sticks for Urine Analysis (Glucose) NA NA 1x50
60	Ryle's tubes NA 14F 1x1
61	Ryle's tubes NA 16F 1x1
62	Ryle's tubes NA 18F 1x1

63	Skin Grafting Blade NA NA NA
64	Sodium hypochlorite solution NA 0.05 1x1Litre
65	SoftCervical Collars NA Large(L) 1x1
66	SoftCervical Collars NA Medium(M) 1x1
67	SoftCervical Collars NA Small(S) 1x1
68	Sterile disposable insulin syringe with needle NA 26G 1x10
69	Sterile disposable IV cannula with inj port NA 18G 1x1
70	Sterile disposable IV cannula with inj port NA 20G 1x1
71	Sterile disposable IV cannula with inj port NA 22G 1x1
72	Sterile disposable IV cannula with inj port NA 24G 1x1
73	Sterile disposable IV cannula with inj port NA 26G 1x1
74	Sterile disposable perfusion (infusion) sets with filter NA Adult 1x1
75	Sterile disposable perfusion (infusion) sets with filter NA Paediatric 1x1
76	Sterile disposable syringe with hypodermic needle NA 10ml-18G 1x1
77	Sterile disposable syringe with hypodermic needle NA 2ml-22G 1x100
78	Sterile disposable syringe with hypodermic needle NA 5ml-22G 1x100
79	Sterile Disposable Umbilical Cord Clamp NA NA 1x1
80	Sterile Hypodermic needle NA 26G 1/2 Inch Needle 1X1 Ribbon Pack
81	Sterile surgical gloves (latex) NA 7.5 1x10pairs
82	Sterile Disposable Surgical Gown with elasticised wrist Size Medium, Large and Extra Large
83	Suction catheter NA 10 1x1
84	Suction catheter NA 12 1x1
85	Suction catheter NA 14 1x1
86	Suction catheter NA 6F 1x1
87	Suction catheter NA 8F 1x1
88	Surgical blade NA 10 1x100
89	Surgical blade NA 11 1x100
90	Surgical blade NA 15 1x100
91	Surgical blade NA 22 1x100
92	Surgical blade NA 23 1x100
93	Surgical gloves (reusable) NA 7.5 1x10pairs
94	Ultrasound Gel NA 250ml 1x1
95	Urine collection bag with valve out-let. NA 1.5litre 1x1
96	Infant feeding tube NA 5F 1x1
97	Sterile disposable syringe with hypodermic needle NA 2ml-23G 1x100
98	Sterile disposable syringe with hypodermic needle NA 5ml-23G 1x100
99	Unolock Syringes 2.5 ml
100	Insulin Syringe 1 ml 1x10
101	Sterile surgical gloves (latex) NA 6 1x10pairs
102	Sterile surgical gloves (latex) NA 6.5 1x10pairs
103	Sterile surgical gloves (latex) NA 7 1x10pairs
104	Unsterile Glove Medium (Latex)
105	Unsterile Glove Small (Latex)
106	Disposable Cautery Pencil - Hand Control Coloured Marked button, Hexagonal

	Electrode Connection, Length of Cable-3 Mtr, Banana Connector (3-Pin)Length of ABS handle:160 mm, Function : Cutting and Coagulation.
107	Sterile Powderless Glove size 7.5
108	Kelley's Pad Disposable- Colour-Blue, Weight-200 gm,Non Woven material which is impervious & breathable
109	Phototherapy Eye Band - Size-Medium, Colour-Blue, Material Cotton, Pack-100's
110	Sterile Eye Pad- Size 2-3 " Diameter, Material- Special Extra Soft Cotton, Sterile ,Pack-1
111	Adult Diaper- (Medium-28'x423"-Pack-10's) (Large-36'x59' -Pack-10'S)
112	Micro Drip Set -Paediatric
113	ECG Roll Model-6208
114	ECG Roll Model-6108T
115	Foetal Doppler Sheet Size -152x90x160
116	Suture Material Ethilon 2-0 NW3336
117	Suture Material Prolene 2-0 NW844
118	Suture Material Prolene 3-0 NW018
119	catgut suture material 1-0
120	catgut no 1 suture material
121	catgut no 0 suture material
122	O.T Cap disposable - Non Woven material which is impervious & breathable (Air Permeable)
123	Culture Swab Sticks -Sterile Nasal & Oral Swab, Wooden Cotton Material with sterile , Length-6", Pack -100's
124	I.V Cannula Fixator- Short Stretch Compressor, Size Medium, Pack-100's
125	Endometrial Biopsy Currette- Smooth Rounded Tip with Plastic Material
126	scalp Vein Set 22 Gauge
127	prolene Mesh 15 cm x 15 cm
128	Merocel Nasal Pack 10 cm 1x10
129	Adhesive Elastic Bandage 10 x 4/6 Mtr stretched
130	ROMOVAC set Size 12 G
131	ROMOVAC set Size 14 G
132	Rotaflow IV Extention Line Tubing Length 45 cm
133	Chlorhexidine Gluconate & Citramide Solution 500 ml
134	Bacilloid solution 500 ml
135	Post mortom Cloth 4 Mtr x 50 Mtr
136	Post mortom Plastic Cover (Dead Body Cover)
137	Adult Nebulization Mask-(Non Toxic PVC,Universal Adopter to all Gas Source, 2-Meter)
138	Paediatric Nebulization Mask(Non Toxic PVC,Universal Adopter to all Gas Source, 2-Meter)
139	Adult Oxygen Mask-(Non Toxic PVC,Universal Adopter to all Gas Source, 2-Meter)
140	Paediatric Oxygen Mask-(Non Toxic PVC,Universal Adopter to all Gas Source, 2-Meter)
141	Disposable Surgical Gown with Elasticised Wrists, Neck and waist ties, overlapping back pannels -Size Medium, Large,Extra Large
142	Disposable Needle 26 G
143	X-Ray films size - 10x8
144	X-Ray films size - 10x12

145	X-Ray films size - 14x17
146	Cell Pack 20 Ltr
147	Stromatolyser 400 ml
148	Urine Container 30 ml
149	Urine Strips 2 Parameter
150	Urine Strips 11 Parameter
151	K3 EDTA Tubes 3 ml
152	Clotted Tube 5 ml
153	ESR Disposable tube Capacity -180 ml, Glass Material
154	Malaria Antigen Kit
155	Glass Slides 2mm*35 mm Pack-50's
156	Cover Slip -Pack - 50's
157	Yellow Tips Size 1-2 uI Pack- 1000's
158	Blue Tips Size 1-2 uI Pack- 1000's
159	Thermal Paper Roll For Haematology Analyser 57x20 m
160	Non Chlorinated Covers Size- 22x24
161	Non Chlorinated Covers Size- 28x34
162	Non Chlorinated Covers Size- 18x22
163	Blood Grouping Kit 10ml (ABD Grouping 7 RH Typing) KIT NA 1x1
164	HBSAG KIT NA 1x1
165	VDRL KIT KIT NA 1x1
166	WIDAL KIT KIT NA 1x1
167	NSI Dengue Antigen Kit NA Card / Strip / Cassette 1x1
168	Urine Pregnancy Test Kit 50 Strips NA NA 1x1
169	surgical Spirit 400 ml
170	Control-D Glucose Strips 100's Pack
171	Thermal Paper Roll 57*20 1x10
172	Test Tubes Disposable 1x100
173	Distilled water 20 Ltr
174	surgical Spirit 400 ml
175	Absorbable Gelatin Sponge - Non Toxic,Non allergic, Insoluble in Water,Absorb 45-50% of its Weight

SECTION VI - TECHNICAL SPECIFICATIONS -

As specified in the above table

SECTION VII : QUALIFICATION CRITERIA

(Referred to in Clause 11.2(b) of ITT)

The bidder Should pay a Sum of Rs.75000.00 as emd through e portal

The tenderer should Submit All the Following Documents:-

1. GST registration copy
2. Gst returns 3B from Apr-24 to June-24.
3. Turn Over Certificate last 3 years i.e.FY 2020- 21, 2021-22 and 2022-23
Should be Certified by Chartered Accountant with UDIN no.
4. Income Tax Returns of FY 2020- 21, 2021-22 and 2022-23
5. Valid Drug License
6. Manufacturer s Authorization if the bidder is a Supplier
7. No Conviction Certificate taken on or After 01.01.2024 (no conviction certificate taken in the name of any other hospital can be submitted)
8. GMP certificate if the Bidder is a Manufacturer
9. Declaration in the firm s letter head
 - a) The bidders firm is not block Listed
 - b) Bidders firm is not declared ineligible for corrupt and fraudulent Practices issued by Government of Karnataka by any authority

10. Evaluation

Technical Evaluation:- Technical evaluation will be on the basis of Documents Submitted by the Bidder, If the bidder submitted incomplete documents or not submitted the documents then his/her bids will be treated as unresponsive and will be rejected.

All the Bidders Should present the samples of the Chemicals and consumables before the Hospital Technical Committee, Opinion of the Technical committee is also considered while completing the Technical Evaluation.

Presenting samples is mandatory, Those firms who are not present the samples their bid will be rejected

For Haematology and biochemistry we have SYSMAX-300 (3Part Haemotology ANalyser) and DIRUI CS-T240 (Auto analysers Bio Chemistry), so if the chemicals compatiable with these analysers those chemicals only will be consider, if the chemicals are not compatiable with our analysers, then those chemicals will be rejected.

Financial Evaluation : Financial Evaluation will be done on itemwise. Itemwise L1 list will be prepared and award the contract as per the list. If one or more bidders quoted same rate then L1 will be decided on the basis of total turnover of FY 2020- 21, 2021-22 and 2022-23. If the turnover is same, then L1 will be decided on the basis of lottery. If the manufacturer and Suppliers quoted rate for same drug at the same price, the contract will be awarded to manufacturer

SECTION XIII:- MANUFACTURERS' AUTHORIZATION FORM*

(Please see Clause 11.2(a) of Instructions to Tenderers)

No. dated

To

Dear Sir:

IFT No.

We who are established and reputable manufacturers of (name and description of goods offered) having factories at (address of factory) do hereby authorize M/s (Name and address of Agent) to submit a tender, and sign the contract with you for the goods manufactured by us against the above IFT.

No company or firm or individual other than M/s are authorized to tender, and conclude the contract for the above goods manufactured by us, against this specific IFT. (This para should be deleted in simple items where manufacturers sell the product through different stockists.)

We hereby extend our full guarantee and warranty as per Clause 14 of the General Conditions of Contract for the goods and services offered for supply by the above firm against this IFT.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Tenderer in its tender.

* Modify this format suitably in case where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited.

SECTION X: CONTRACT FORM

THIS AGREEMENT made theday of....., 20... Between (Name of purchaser) of (Country of Purchaser) (hereinafter called "the Purchaser") of the one part and (Name of Supplier) of (City and Country of Supplier) (hereinafter called "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 the supply of those goods and services in the sum of (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the Tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Purchaser's Notification of Award.
3. 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.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

SL.	BRIEF QUANTITY TO UNIT	Total	DELIVERY TERMS
NO.	DESCRIPTION OF BE SUPPLIED	PRICE	Price
GOODS & SERVICES .			

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:.....