



GOVERNEMENT OF KARNATAKA

**DISTRICT HEALTH AND FAMILY WELFARE DEPARTMENT,
BELAGAVI (DISTRICT TUBERCULOSIS CENTRE, BELAGAVI)**

BELAGAVI-590006.

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**KPPP E-PROCUREMENT RATE CONTRACT E-TENDER FOR SUPPLY OF
VARIOUS LABORATORY MATERIALS & CONSUMABLES
TO DISTRICT TB CENTRE, BELAGAVI UNDER
NTEP FUND FOR THE YEAR 2024-25.**

NOTICE INVITING TENDER

**TWO TENDER DOCUMENT SYSTEM. - [ITEM WISE TENDER]
(THROUGH KPPP E-PROCUREMENT PORTAL)**

Tender is invited under Two Bid System on Government of Karnataka e-procurement platform from eligible suppliers having Infrastructure as stipulated in the Tender Document to **E-PROCUREMENT E-TENDER FOR SUPPLY OF VARIOUS LABORATORY MATERIALS & CONSUMABLES TO DISTRICT TB OFFICE, BELAGAVI UNDER NTEP FUND FOR THE YEAR 2024-25.**

Tender Inviting Authority (TIA).	District TB Officer, Belagavi.
Tender Accepting Authority (TAA).	The Chief Executive Officer, Zilla Panchayat, Belagavi District.
Tender Invitation Number.	
e Procurement portal address.	https://kppp.karnataka.gov.in/#/portal/portal-home
Amount put to tender.	Rs.40.00 Lakhs. (RUPEES FORTY LAKHS ONLY)
EMD amount.	The detailed information pertaining to the (EMD) amount to be remitted by the bidder through KPPP portal, specifically categorized in COLUMN (D) OF SECTION-V ON PAGES of this tender document.
Date of commencement of downloading tender document.	25.10.2024.
Time and date of Pre bid meeting.	08.11.2024 @ 11.00 AM @ DTO, Office, Belagavi.
Last date and time for Receipt of tenders.	25.11.2024 @ 17.00 PM.
Sample Submission Date	26.11.2024 @ 2.00 PM to 5.00 PM (DTO, Office, Belagavi).
Time and date of opening of Electronic Document, First (Technical Bid) & Place	27 .11.2024 @ 17.00 PM. (DTO, Office, Belagavi).
Time and date of opening of Electronic Document, Second (Financial Bid).	Will be Intimated to the Technically Qualified Bidders.
Address for communication.	Office of the DTO, Belagavi.
Contact No & e Mail ID.	Tele No. +91 9449843216 / e-Mail ID: dtokabel@rntcp.org

**Tender Inviting Authority
DISTRICT TB OFFICER, DISTRICT TB CENTREBELAGAVI.**

**KPPP E-PROCUREMENT RATE CONTRACT E-TENDER
FOR SUPPLY OF VARIOUS LABORATORY MATERIALS &
CONSUMABLES TO DISTRICT TB OFFICE, BELAGAVI
UNDER NTEP FUND FOR THE YEAR 2024-25.**

SECTION I. INVITATION FOR TENDERS (IFT)

Date : 25 .10.2024.

IFT No. :

1. The **Tender Inviting Authority** (Purchaser) invites tenders from eligible tenderers for the supply of the goods listed below:

**KPPP E-PROCUREMENT RATE CONTRACT E-TENDER
FOR SUPPLY OF VARIOUS LABORATORY MATERIALS &
CONSUMABLES TO DISTRICT TB OFFICE, BELAGAVI
UNDER NTEP FUND FOR THE YEAR 2024-25.**

2. The tenderers may submit tenders for all the goods given above. Tenderers are advised to note the qualification criteria specified in **Section VII** to qualify for award of the contract.
3. Tender document may be download from <https://kppp.karnataka.gov.in/#/portal/portal-home>
4. Tenders must be accompanied by security of the amount specified in the tender document; Earnest money deposit has to pay through e-procurement portal only.
5. Tenders will be opened as mentioned in the above first page. If the office happens to be closed on the date of receipt of the tenders as specified in the tender document, the tenders will be opened on the next working day at the same time and venue.
6. 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

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.

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

2. Cost of Tendering:

The Tenderer shall bear all costs associated with the preparation and submission of its tender, and **Tender Inviting Authority** hereinafter 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. Tender Documents

3. Contents of Tender Documents.

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:

- (a) Instruction to Tenderers (ITT) ;
- (b) General Conditions of Contract (GCC) ;
- (c) Special Conditions of Contract (SCC) ;
- (d) Schedule of Requirements;
- (e) Technical Specifications;
- (f) Tender Form and Price Schedules;
- (g) Earnest Money Deposit Form;
- (h) Contract Form;
- (i) Performance Security Form;
- (j) Performance Statement Form;
- (k) Manufacturer's Authorization Form; and
- (l) Equipment and Quality Control Form

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. Clarification of Tender Documents

A prospective Tenderer requiring any clarification of the tender documents may notify the Purchaser in writing through e procurement portal OR at the Purchaser's mailing address indicated in the Invitation for Tenders. The Purchaser will respond in writing to any request for clarification of the tender documents which it receives no later than the clarification date mentioned in the e procurement portal, prior to the deadline for submission of tenders prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be uploaded in the e procurement portal.

5. Amendment of Tender Documents

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 tenderer, modify the tender documents by amendment.

All prospective tenderers who have downloaded the tender documents will be notified of the amendment in writing and intimation will be uploaded in the e procurement portal and will be binding on them.

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

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

The tender prepared by the Tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with ITT Clauses 8, 9 and 10;
- (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 and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the tender documents; and
- (d) Earnest money deposit furnished in accordance with ITT Clause 13.

8. Tender Form

The Tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

9. Tender Prices

The Tenderer shall indicate on the Price Schedule 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 schedules specified in the 'Schedule of Requirements' and to offer discounts for combined schedules. However, tenderers shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award

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. on components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or
 - b. on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.
- (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.

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.

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

Prices shall be quoted in Indian Rupees:

11. Documents Establishing Tenderer's Eligibility and Qualifications.

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

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 goods 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 in each schedule 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.;
 - (ii) Details of experience and past performance of the tenderer on equipment offered and on those of similar nature within the past years as mentioned in the **Section-VII** and details of current contracts in hand and other commitments (suggested proforma given in **Section XII**);

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

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..

The Producer and Supplier means an entity with the prescribed eligibility who is engaged in the business of producing and supplying of similar materials and who has a Minimum of 3 years experience in the Supply, Installation & Commissioning of similar materials.

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) a list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the use of the goods by the Purchaser; and
- (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- (d) If the firm is registered under partnership deed, then the authorized person on behalf of the firm should have legally bind to submit proposal and to participate in the e-tenders in all aspects and supporting documents to be uploaded.

For purposes of the commentary to be furnished pursuant to ITT Clause 12.2(c) above, the Tenderer shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names and/or catalogue numbers in its tender, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

13. Earnest Money Deposit.

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**.

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.

The earnest money deposit shall be payable through e procurement portal only.

- (a) the earnest money deposit included in **Section VIII** or other form approved by the Purchaser prior to tender submission;
- (b) be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITT Clause 13.7 are invoked;

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.

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.

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.

The tender security may be forfeited:

- (a) if a Tenderer (i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; 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 Tender 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

Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITB Clause 17.

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. 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

The tenderer shall upload the tender document through e procurement portal and authenticate with the tenderer valid digital signature.

D. Submission of Tenders

16. ~~Sealing and Marking of Tenders~~

17. Deadline for Submission of Tenders

Tenders must be uploaded under no later than the time and date specified in the Invitation for Tenders (Section I).

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~~

19. ~~Modification and Withdrawal of Tenders~~

E. Tender Opening and Evaluation of Tenders

20. Opening of Tenders by the Purchaser

The Purchaser will open all tenders and evaluation will be done as per the procedure laid down in the KTPP Act 1999 and Rules 2000 with amendment from time to time.

21. Clarification of Tenders :

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. In a tender, either the authorized dealer on behalf of the principle/ OEM and the Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender along with submission of same MAF. Further, If the Principal/ OEM is not participating directly in the tender then the specific reasons should be mentioned in the MAF as per the Section XIII Page No.48.

22. Preliminary Examination: 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 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.

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.

23. Evaluation and Comparison of Tenders.

As this is Item Wise tender, bidders have the option to participate in either one item, some items, or all items respectively. To do so, they must remit the required (EMD) as applicable and upload the necessary documents outlined in the Qualification criteria as per Section-VII failing which their bids will be treated as Non Responsive. The purchaser will evaluate the tenders as per procedure laid down in the KTPP Act 1999 and Rules 2000. If the L-1 rate quoted by the bidder is unscientific/unreasonable, in the interest public health and administration, the purchaser has right to select the next lowest bidders, if the rate quoted by the next lowest bidder is reasonable. The decision of the purchaser shall be final and binding upon all the bidders. As this is rate contract tender the purchaser reserves the right to place the supply order as and when required subjected to availability of the budget, and financial bid validity period i.e., upto 31st March 2025. After due evaluation of the bid(s) the District TB Officer, Belagavi will award the contract to the lowest evaluated responsive tenderer, Conditional bid will be treated as nonresponsive and will be rejected. If more than one bidder is quoted the same rate in the financial bid, then the tender accepting authority has right to select the L1 bidder based on the last three financial years consolidated highest turnover. The decision of the purchaser shall be final and binding upon all the bidders. (The bidder must qualify in both the sample evaluations and the technical bid criteria) failing which their bids will be treated as Non-Responsive) The Tender Scrutiny Committee as appointed by the TAA of DH&FWS, Belagavi is empowered to evaluate and recommend the tenders as responsive in accordance with the terms of reference and the terms and conditions of the tender in accordance with the KTPP Act 1999 & 2000. The Tender Accepting Authority shall be the Competent Authority' to accept the recommendation of the tender scrutiny committee pertaining to acceptance or rejection of the tender. The Purchaser will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 22 for each schedule separately. 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 schedules and to offer discounts for combined schedules. These discounts will be taken into account in the evaluation of the tenders so as to determine the tender or combination of tenders offering the lowest evaluated cost for the Purchaser in deciding award(s) for each schedule. 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:

cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;

- (a) delivery schedule offered in the tender;
- (b) deviations in payment schedule from that specified in the Special Conditions of Contract;
- (c) the cost of components, mandatory spare parts and service;
- (d) the availability in India of spare parts and after-sales services for the goods / equipment offered in the tender;
- (e) the projected operating and maintenance costs during the life of the equipment; and
- (f) the performance and productivity of the equipment offered.

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

(a) *Inland Transportation, Insurance and Incidentals:*

- (i) Inland transportation, insurance and other incidentals for delivery of goods to the final destination as stated in ITT Clause 9.2 (iii).

The above costs will be added to the tender price.

(b) *Delivery Schedule:*

- (i) The Purchaser requires that the goods under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the project site should be calculated for each tender after allowing for reasonable transportation time. Treating the date as per schedule of requirements as the base, a delivery "adjustment" will be calculated for other tenders at 2% of the ex-factory price including excise duty for each month of delay beyond the base and this will be added to the tender price for evaluation. No credit will be given to earlier deliveries and tenders offering delivery beyond 3 months of stipulated delivery period will be treated as unresponsive.

(c) *Deviation in Payment Schedule:*

The Special Conditions of Contract stipulate the payment schedule offered by the Purchaser. If a tender deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the tender will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the tender as compared to those stipulated in this invitation, at a rate of 4 percent per annum.

(d) *Cost of Spare Parts:*

- (i) Appendixto the Technical Specifications lists the items and quantities of major assemblies, components and selected items of spare parts, likely to be required during the initial.....year period of operation of the plant. The total cost of these items and quantities at the unit prices quoted in each bid will be added to the tender price.

OR

- (ii) The Purchaser will draw up a list of high usage and high value items of components and spare parts along with estimated quantities of usage in the initial year period of operation. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Tenderer and added to the tender price.

OR

- (iii) The Purchaser will estimate the cost of spare parts usage in the initial year period of operation, based on information furnished by each tenderer as well as on past experience of the Purchaser or other Purchasers in similar situations. Such costs shall be added to the tender price for evaluation.

- (e) *Spare Parts and After Sales Service Facilities in India:*
The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined elsewhere in the tender documents, if quoted separately, shall be added to the tender price.
- (f) *Operating and Maintenance Costs:*
Since the operating and maintenance costs of the equipment under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated as follows:
- (i) fuel costs shall be based on kms/hours of operation per year for years at a fuel price of Rs.
 - (ii) spare parts costs shall be based on kms/hours of operation based on the guaranteed figures provided by the Tenderer in response to of the Technical Specifications or based on past actual figures for similar equipment already in use with the Purchaser; and
 - (iii) all future costs will be discounted to present value at a discount factor of .10 percent.
- (g) *Performance and Productivity of the Equipment:*
- (i) Tenderers shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in performance or efficiency below the norm of 100, an adjustment of Rs. will be added to the tender price, representing the capitalized cost of additional operating costs over the life of the plant using the methodology specified in the Technical Specifications; OR
 - (ii) Goods offered shall have a minimum productivity specified under the relevant provisions in Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid and adjustment will be added to the tender price using the methodology specified in the Technical Specifications.

24. Contacting the Purchaser

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.

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

In the absence of prequalification, 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.

The determination will take into account the Tenderer's financial, technical and production 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.

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

Subject to ITT Clause 23, 28, the Purchaser will award the Contract to the successful Tenderers 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

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

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

Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer in writing by registered letter or by email, to be confirmed in writing by registered letter, that its tender has been accepted.

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

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.

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

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.

Within 7 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

Within 7 days of the receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security 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.

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

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.

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

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

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

3. Standards

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

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.

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.

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.

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

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

Within 7 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, valid up to 60 days after the date of completion of performance obligations including Warranty obligations. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the initial Warranty period.

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.

The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

- (a) A Bank guarantee or irrevocable Letter of Credit, issued by a Nationalized/Scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser; or
- (b) A cashier's check or Banker's certified check, or crossed demand draft or pay order drawn in favour of the Purchaser; or
- (c) Specified small savings instruments pledged to the Purchaser.

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.

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.

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.

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.

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.

Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

Manuals and Drawings

Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals together with drawings of the goods and equipment. These shall be in such detail as will enable the Purchaser to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.

The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.

Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Purchaser.

8. Packing

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.

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.

Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each Package will be marked on three sides with proper paint/indelible ink the following:

i) Project, ii) Contract No., iii) Suppliers Name, and iv) Packing List Reference number.

9. Delivery and Documents

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

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

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 temporary 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

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

- (a) performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in BASIC by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

13. Spare Parts

As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:
 - (i) BASIC notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within 3 months of placement of order.

14. Warranty

The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

This warranty shall remain valid for **The items supplied must have a shelf life of 80% or 18 months remaining at the time of delivery to Purchaser/ TIA** after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for 15 months after the date of shipment from the place of loading whichever period concludes earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:

- (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC Clause 2; OR
- (b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be as specified in the Technical Specifications.⁶

The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

Upon receipt of such notice, the Supplier shall, within the period of 7 days and with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever, shall lie on the Purchaser for the replaced parts/goods thereafter. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period of 12 months.

If the Supplier, having been notified, fails to remedy the defect(s) within⁸days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

15. Payment

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

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.

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.

Payment shall be made in Indian Rupees.

16. Prices

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

17. Change Orders

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) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipping or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

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

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

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

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in his original tender or later, shall not relieve the Supplier from any liability or obligation under the Contract. Subcontracts shall be only for bought out items and sub-assemblies.

Subcontracts must comply with the provisions of GCC Clause 2.

21. Delays in the Supplier's Performance

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.

If at any time during performance of the Contract, the Supplier or its sub-contractor(s) 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.

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

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

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.

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

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.

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.

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

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

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.

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

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

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

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

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

31. Notices

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.

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

32. Taxes and Duties

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.

33. Debarment and Black listing:

The TAA reserve the right to black-list debar any bidder/supplier due to any act of omission or commission or fraudulent act indulged or caused to be indulged by such bidder/supplier in the course of bidding process and/or in the execution or performance of any contracts which may be awarded to the bidder/supplier pursuant to the tender provided however, that the TAA shall be obliged to allow on opportunity of being heard to such bidder/supplier before any order of black-listing/debarment could be passed any such order of black-listing/debarment that may be passed by the TAA shall be without prejudice to other rights of actions available to the TAA against the bidder/supplier under the tender terms & conditions.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

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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 **DISTRICT TB OFFICER, BELAGAV**
- (b) The Supplier is

2. Inspection and Tests (GCC Clause 7)⁹

The following inspection procedures and tests are required by the Purchaser:

**THIRD PARTY INSPECTION WILL BE CONDUCTED AS PER THE DIRECTION OF THE
TENDER ACCEPTING AUTHORITY.**

3. Delivery and Documents (GCC Clause 9)

Upon delivery of the Goods, the supplier shall notify the purchaser and the temporary insurance company by cable/telex/fax the full details of the shipment including contract number, railway receipt number and date, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

- (i) Four Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;
- (ii) Railway receipt/acknowledgment of receipt of goods from the consignee(s);
- (iii) Four Copies of packing list identifying the contents of each package;
- (iv) Insurance Certificate;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and

The above documents shall be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

4. Incidental Services (GCC Clause 12)

The following services covered under Clause 12 shall be furnished and the cost shall be included in the contract price:

5. Payment (GCC Clause 15)

- (i) *On Delivery*: **Eighty percent** of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in SCC Clause 3 above; and
- (ii) *On Final Acceptance*: the remaining **twenty Percent** of the Contract Price shall be paid to the supplier within 30 days after the date of the acceptance certificate issued by the Purchaser's representative for the respective delivery.
- (iii) **Payment will be made after successful supply of full Lab Logistics items & Satisfactory report from the Concerned authorities.**
- (iv) **Payment will be made as per the laid down Norms (i.e 80% on full supply & satisfactory report from the concerned & remaining 20% on receipt of satisfactory report from 3rd Party inspection committee as appointed by the TAA)**

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 ¹²Indian 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:

As mentioned in facing sheet of tender document

Supplier: (To be filled in at the time of Contract signature)

.....
.....
.....
.....

8. Progress of Supply:

Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under¹³:

- Quantity offered for inspection and date;
 - Quantity accepted/rejected by inspecting agency and date;
 - Quantity dispatched/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. Right to use defective equipment:

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such equipment until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

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.

SECTION V: SCHEDULE OF REQUIREMENTS

(To be inserted in the Tender Documents by the Purchaser, as applicable. The Schedule should cover, at a minimum, the required items, quantities, services, delivery period(s) and earnest money deposit (EMD).)

Part – I

In Rs.

KPPP E-PROCUREMENT E-TENDER FOR SUPPLY OF VARIOUS LABORATORY MATERIALS & CONSUMABLES TO DISTRICT TB CENTRE, BELAGAVI UNDER NTEP FUND FOR THE YEAR 2024-25.

Sl. No	Particulars	Qty	Unit	Variable EMD	Other than MSEs Turnover (3 years).	MSEs Turnover (2 years).	Other than MSEs Previous Experience (3 years)	MSEs Previous Experience (2 years).
1	Sputum cups with Label	350000	Nos	29400	1176000	588000	940800	470400
2	Micro Slides (pack of 50)	7000	Nos	9293	371700	185850	297360	148680
3	Broom sticks (100 nos):	3500	Nos	3063	122500	61250	98000	49000
4	Diamond Marker pencil	500	Nos	369	14750	7375	11800	5900
5	Basic fusion powder (25 gm)	750	Nos	2434	97350	48675	77880	38940
6	Sulphuric Acid 100% (con) (500 ml)	800	Nos	4130	165200	82600	132160	66080
7	Liquid Phenol – 40%	300	Nos	3275	130980	65490	104784	52392
8	Distilled Water (5 ltrs can)	800	Nos	2360	94400	47200	75520	37760
9	Methanol (Methylated Spirit) (2.5 ltr can)	70	Nos	847	33866	16933	27092.8	13546.4
10	Crystal phenol	200	Nos	1534	61360	30680	49088	24544
11	Surgical Spirit	500	Nos	840	33600	16800	26880	13440
12	Methylene Blue	90	Nos	806	32256	16128	25804.8	12902.4
13	Immersion oil	50	Nos	105	4200	2100	3360	1680
14	Falcon tubes	70000	Nos	15680	627200	313600	501760	250880
15	Thermocol box (small)	1000	Nos	1475	59000	29500	47200	23600
16	Gel Packs small	2000	Nos	472	18880	9440	15104	7552
17	Ethanol 500ml pkd	250	Nos	910	36400	18200	29120	14560
18	Spirit lamp:	200	Nos	354	14160	7080	11328	5664
19	Marker Pen	200	Nos	59	2360	1180	1888	944
20	Parafilm tape:	30	Nos	1328	53100	26550	42480	21240
21	Auromin powder	10	Nos	38	1534	767	1227.2	613.6
22	100 X lense (vision 2000) LABO made, Labo Vison	50	Nos	1564	62540	31270	50032	25016
23	10 X WIDE FIELD Eye Piece	100	Nos	3761	150450	75225	120360	60180
24	Halogen bulb	50	Nos	192	7670	3835	6136	3068
25	Brown Tape	100	Nos	162	6490	3245	5192	2596
26	Ziplock bag (100 piece)	100	Nos	242	9676	4838	7740.8	3870.4

27	Tissue Paper roll	250	Nos	192	7670	3835	6136	3068
28	Cotton bundle (500gm)	50	Nos	203	8138	4068.75	6510	3255
29	Pottasium permangnate 500 gm	2	Nos	20	791	395.3	632.48	316.24
30	Slide Box 100 capacity	100	Nos	354	14160	7080	11328	5664
31	Slide Box 50 capacity	100	Nos	230	9204	4602	7363.2	3681.6
32	Slide Box 25 capacity	50	Nos	74	2950	1475	2360	1180
33	Hypochloride Solution 5% (5ltr can)	100	Nos	885	35400	17700	28320	14160
34	Vortex Meter	20	Nos	1770	70800	35400	56640	28320
35	Adult weight machine (Manual)	20	Nos	885	35400	17700	28320	14160
36	Pallets	24	Nos	2124	84960	42480	67968	33984
37	Blotting paper	500	Nos	885	35400	17700	28320	14160
38	Foot rest bin Yellow	25	Nos	553	22125	11062.5	17700	8850
39	Foot rest bin Red	25	Nos	553	22125	11062.5	17700	8850
40	Foot rest bin Green	25	Nos	553	22125	11062.5	17700	8850
	Total Rs.			93974	3758869	1879435	3007095	1503548

➤ **Note: 1) within 10 Days from the date of Indent submitted by the Concerned Authorities**

Schedule II

Part – II (Incidental Services) **

* The Purchaser must specify here the date from which the date of delivery schedule will start. That date should be either the date of contract award, or the date of contract signature, or the date of opening of letter of credit, or the date of confirmation of the Letter of Credit, as appropriate. The Tender Form should include only a cross reference to this Schedule.

** Specify the required Incidental Services.

SECTION VI

TECHNICAL SPECIFICATION OF LAB LOGISTICS AND CONSUMABLES IS AS FOLLOWS:

Sl. No	Particulars	Specification
1	Sputum cups with Label	Sputum cups: Cups made of Special Medical Grade Polypropylene, thin plastic, translucent, Diameter - 4cm, Capacity - 30 ml, Srewable Cap should also be made of Special Medical Grade Polypropylene and should be air tight. Leak proof
2	Micro Slides (pack of 50)	Micro Slides: Glass slides plain, Size = 76mm x 26mm x 1.3mm, clean, scratch free with smooth edges, uniform refractive index, pack of 50
3	Broom sticks (100 nos):	Broom sticks (100 nos): 100 Nos 1 bundle length 15 cms, thickness 2mm
4	Diamond Marker pencil	Diamond Marker: 6" holder with artificial diamond (hard stone) embedded at one end with screw cap to mark on microscope glass slides.
5	Basic fusion powder (25 gm)	Basic fusion powder (25 gm): Chemical name: Pararosaniline hydrochloride, Chemical formula: C ₂₀ H ₂₀ CIN ₃ , Mol. Wt: 337.86, Dye Content: Approx.85%-88% (dye content must be mentioned), Colour: Metallic Green.
6	Sulpuric Acid 100% (con) (500 ml)	Sulpuric Acid 100% (con) (500 ml): Chemical formula: H ₂ SO ₄ , Mol. Wt: 98.08, Specific Gravity 1.84 Minimum Assay: 98%
7	Liquid Phenol – 40%	Liquid Phenol – 40%: Household disinfectant, containg phenolic compounds such as monochlorophenol, chloroxlenol, coal Tar Acid, Oils & Emulsifiers etc. The approximate content of phenolic compounds should be at least 40%. (5 ltrs cans.)
8	Distilled Water (5 ltrs can)	Distilled Water (5 ltrs can)
9	Methanol (Methylated Spirit) (2.5 ltr can)	Methanol (Methylated Spirit): Chemical Name: Ethanol denatured + 5% Isopropyl alcohol + 5% Methanol, Molecular structure: CH ₃ OH, Molecular wt: 46.07, Purity: 90% , 2.5ltr cans
10	Crystal phenol	Crystal phenol: Chemical name: Phenol, Chemical structure: C ₆ H ₅ OH, Molecular wt:94.11, Melting point:40°C + 2, Purity:99.5%, 500 gms bottle capacity.
11	Surgical Spirit	Surgical Spirit: 400 ML Bottle capacity.
12	Methylene Blue	Methylene Blue: Chemical Name: Methylthionine chloride, Chemical Structure: C ₁₆ H ₁₈ CIN ₃ S, molecular Wt: 319.9, Dye content: approx.82% (should be available on the container) 25gms capacity
13	Immersion oil	Immersion oil: For use of Laboratory 100ml capacity bottles.
14	Falcon tubes	Falcon tubes : Falcon Centrifuge tube with conical bottom (a) Capacity: 50ml (b) Sterile (c) Polypropylene material thickness 2mm
15	Thermocol box (small)	Thermocol box small: Thickness of box-2cm: Outer Dimensions: Length-18cm, Breadth-13cm, Height-15 cm
16	Gel Packs small	Gel Packs
17	Ethanol 500ml pkd	Ethanol 500ml pkd
18	Sprit lamp:	Sprit lamp: Made in Steel
19	Marker Pen	Marker Pen (Black)
20	Parafilm tape:	Size: 5cm x 9cm strip.
21	Auromin powder	25 gm bottle C ₁₇ H ₂₂ N ₃ CL = 303.83

22	100 X lense (vision 2000) LABO made, Labo Vison	Labomed or Labo Vision: 100x should have numerical aperture of 1.25 and should be of oil immersion and spring loaded type. Suitable prominent marking should be provided on 100x for easy identification.
23	10 X WIDE FIELD Eye Piece	Labomed or Labo vision: Paired, high quality, (image of the object as seen through the binocular eyepiece should be well defined centrally in least 2/3 field of view), achromatic, widefield, 10x without in built pointer. The eyepiece should be aplanatic and have a minimum field number of 18. Diopter adjustment must be present on one/both eye pieces or on the eye piece tube.
24	Halogen bulb	6 V 20W Philips
25	Brown Tape	3 inchs x 100 mtr
26	Ziplock bag (100 piece)	Size: 6 x 8 inch
27	Tissue Paper roll	
28	Cotton bundle (500gm)	
29	Pottasium permangnate 500 gm	
30	Slide Box 100 capacity	
31	Slide Box 50 capacity	
32	Slide Box 25 capacity	
33	Hypochloride Solution 5% (5ltr can)	
34	Vortex Meter	
35	Adult weight machine (Manual)	Adult weight machine (Manual)
36	Pallets	Size: 4 x 4 feet height 6.5 inchs with Blue Colour
37	Blotting paper	46cm x 57cm fine quality square sheet
38	Foot rest bin Yellow	Foot rest bin Yellow, Made in Plastic with capacity 20 ltr
39	Foot rest bin Red	Foot rest bin Red, Made in Plastic with capacity 20 ltr
40	Foot rest bin Green	Foot rest bin Green, Made in Plastic with capacity 20 ltr

SECTION VII : QUALIFICATION CRITERIA.

ELECTRONICS DOCUMENT, ONE (DOCUMENTS TO BE UPLOADED IN THE TECHNICAL BID)	
1.	Firm Name, Proprietor/Managing Director Name, Full Address and Official Mobile Number to be uploaded & (In case of "Registered Partnership Firm", attested copies of partnership deed and power of attorney & Authorization to sign legal documents of tender and to submit the bid in e-Portal should be uploaded by the bidder along with the tender) In case of a company, Articles of Association, Memorandum of Association besides Resolution of BOD authorizing the Signatory to sign the bid should be uploaded)
2.	Tenderer should be Original Equipment Manufacturer and registered with the competent authority; relevant registration certificate should be uploaded OR Authorized dealer of the OEM (Authorized dealer of Manufacturer should upload MAF as per Section XIII and OEM registration certificates should be uploaded)
3.	The PAN Card of the Tender's/Firm should be uploaded.
4.	Goods and Service Tax Active Registration Certificate should be uploaded.
5.	GST Returns (GSTR-3B) should be uploaded from APR-24 TO AUG-2024.
6.	Income Tax Returns for the Financial Year 2020-21, 2021-22 & 2022-23 should be uploaded.
7.	<p>Other than MSEs – The average Annual financial turnover of the tenderer should be usually not less than estimated cost of the quantity in the Tender Document during the last 03 proceedings financial years (i.e 2020-21, 2021-22 & 2022-23). The CA certified turnover certificate with UDIN should be uploaded. As mentioned in COL.NO (E) OF SECTION-V OF PAGE NO.28 & 29 of this tender document</p> <p>MSEs – The average Annual financial turnover of the tenderer should be not less than 50% of the estimated cost of the quantity in the Tender Document during the last 02 proceedings financial years. (i.e 2021-22 and 2022-23). The CA certified turnover certificate with UDIN should be uploaded. The Certificate without UDIN will be treated as non responsive bid. As mentioned in COL.NO (E) OF SECTION-V OF PAGE NO.28 & 29 of this tender document.</p> <p>MSEs registration certificate should be uploaded and Relevant documents should be uploaded.</p>
8.	Tenderer should upload the NABCB bodies certified ISO 9001 certificate. (Certificate should be in the name of the tenderer).
9.	Tender offer form as per proforma given in Section-VIII should be uploaded.
10.	Equipment & Quality control certificate as per Proforma given in Section- XIV should be uploaded.
11.	E-stamp Affidavit of Rs.100/- as per Section-XV (1st Party Tenderer Name, 2nd Party Name–DTO, Belagavi) should be uploaded.
12.	<p>Other than MSEs - Previous work orders and experience certificate should be uploaded for the similar supply to the Government Departments –Not less than 80% of the requirement of the quantity required in any ONE of the last 03 years as per Section-XII. (i.e 2020-21, 2021-22 & 2022-23).</p> <p>MSEs - Previous work orders and experience certificate should be uploaded for the similar supply to the Government Departments -Not less than 40% of the requirement of the quantity required in any ONE of the last 02 years as per Section-XII. (i.e 2021-22 and 2022-23).</p> <p>[Details of the same is mentioned in COL.NO (F) OF SECTION-V OF PAGE NO.28 & 29 of this tender document& Previous work orders and experience certificate will be evaluated as per Item wise tender if fails to comply the above qualification criteria the bid will be treated as Non-Responsive]</p> <p>MSEs registration certificate should be uploaded and Relevant documents should be uploaded.</p>
13.	Tenderer should upload the declaration in respect of list of items participated in the item wise tender as per Annexure-"A" failing which their bid will treated as Non-Responsive Bid.

SECTION VIII: TENDER FORM

(Tender number mentioned in the first page of this tender document)

TO: (Name and address of purchaser)

Gentlemen and/or Ladies :

Having examined the Tender Documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the equipments as mentioned in the table below (*Description of Goods and Services*) in conformity with the said tender documents for the sum as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this tender.

S.N	PARTICULARS	MAKE / OEM	QUOTED MODEL	COUNTRY / REMARKS
1.				
2.				
3.				
4.				
5.				
6.				

We undertake, if our tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our tender is accepted, we will obtain the guarantee of a bank in a sum equivalent topercent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this tender for the Tender validity period specified in Clause 14.1 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We confirm that (i) we are not in contravention of the Office Memorandum No. 6/18/2019-PPD dated 23rd July 2020 issued by the Public Procurement Division, Department of Expenditure, Ministry of Finance on the subject "Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017"; and (iii) we are not related to an entity in a country which shares a land border with India in terms of the aforesaid Order.

We understand that you are not bound to accept the lowest or any tender you may receive.

We clarify/confirm that we comply with the eligibility requirements as per ITT Clause 1 of the tender documents. Dated this day of 2024.....

(signature)
(in the capacity of)

Duly authorized to sign Tender for and on behalf of

PRICE SCHEDULE

PRICE SCHEDULE ONLY FOR REFERENCE PURPOSE (NOT FOR UPLOAD)

Schedule No	Item Description	Quantity and Unit	Price for each Unit					Total Price 3x5
			Ex- factory / Ex-warehouse / Ex-showroom / off the shelf	Excise duty if any	Inland transportation , insurance and other local costs incidental to delivery	Sales and other taxes payable if contract awarded	Unit Price (4+5+6 +7)	
1	2	3	4	5	6	7	8	9

THE BIDDERS SHOULD QUOTE THE RATE AS PER THE TECHNICAL SPECIFICATION MENTIONED IN SECTION-VI OF THIS TENDER DOCUMENT.

(THE RATES SHOULD BE INCLUSIVE OF ALL TAXES AND TRANSPORTATION CHARGES)

Note: In case of discrepancy between unit price and total price, the unit price will prevail

Total tender price in Rs

.....

Signature of Tenderer

Name and address:

.....

SECTION IX: EARNEST MONEY DEPOSIT BANK GUARANTEE FORM

Whereas¹ (hereinafter called "the Tenderer") has submitted its tender dated (date of submission of tender) for the supply of (name and/or description of the goods) (hereinafter called "the Tender").

KNOW ALL PEOPLE by these presents that WE (name of bank) of .. (name of country), having our registered office at (address of bank) (hereinafter called "the Bank"), are bound unto

..... (name of Purchaser) (hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of _____ 20__.

THE CONDITIONS of this obligation are:

- 1.** If the Tenderer
 - (a)** withdraws its Tender during the period of tender validity specified by the Tenderer on the Tender Form; or
 - (b)** does not accept the correction of errors in accordance with the ITT; or
- 2.** If the Tenderer, having been notified of the acceptance of its tender by the Purchaser during the period of tender validity:
 - (a)** fails or refuses to execute the Contract Form if required; or
 - (b)** fails or refuses to furnish the performance security, in accordance with the Instruction to Tenderers;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the Bank)

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.No	Brief Description of Goods & Services	Quantities to be supplied	Unit Price	Total Price	Delivery Terms

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:.....

SECTION XI. PERFORMANCE SECURITY BANK GUARANTEE FORM

To: _____ (Name of Purchaser)

WHEREAS..... (Name of Supplier) hereinafter called "the Supplier" has undertaken, in pursuance of Contract No.....Dated.....2024 to supply.....
(Description of Goods and Services) hereinafter called "the Contract"

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

AND WHEREAS we, (Name of the Bank) having our registered office at and one of its branches at [*insert address of branch at Karnataka*] ("**Bank**") have agreed to give the aforesaid Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of..... . (Amount of the Guarantee in Words and Figures) and we irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Contract by the said Supplier and unconditionally and irrevocably undertake to pay forthwith to you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. Any such written demand made by you stating that the Supplier is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Contract shall be final, conclusive and binding on the Bank.

1. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Supplier is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Contract, and the decision of the Authority that the Supplier is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Supplier or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
2. The Guarantee shall not be affected by any change in the constitution or winding up of the Supplier or the Bank or any absorption, merger or amalgamation of the Supplier or the Bank with any other person.
3. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the Contract or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Contract by the said Supplier or to postpone for any time and from time to time any of the powers exercisable by it against the said Supplier and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Contract or the securities available to the Authority.

And the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Supplier or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Supplier or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

4. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
5. We undertake to make the payment on receipt of your notice of claim on us addressed to [***] Bank, payable at Noida, Uttar Pradesh, India and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
6. It shall not be necessary for the Authority to proceed against the said Supplier before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Supplier or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
7. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
8. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR. [***]. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 5 hereof, on or before period stated herein below.

This guarantee is valid until the Day of 2024

Signature and Seal of Guarantors..... Date.....2024

Address: ...

SECTION XII

PROFORMA FOR PERFORMANCE STATEMENT FOR THE LAST THREE/TWO YEARS

Name of the Firm:

Orders placed by (Full address of Purchaser)	Order No and Date	Description and Quantity of Goods ordered	Value of Order	Date of Completion of Delivery As per contract/ Actual	Remarks indicating reasons for late delivery, if any	Has the goods/ equipment been satisfactorily functioning. (Attach a Certificate from the Purchaser)

Signature and Seal of the Tenderer

SECTION XIII:- MANUFACTURERS' AUTHORIZATION FORM*

To,
The District TB Officer, DH&FWS, Belagavi

Dear Sir,

Ref: Tender Notification No _____ dated

We, _____ who are proven and reputable manufacturers of _____
_____(name and description of the goods offered in the tender) having factories at _____,
hereby authorize Messrs. _____(name and address of the agent)
to submit a tender, process the same further and enter into a contract with you against your
requirement as contained in the above referred RFP documents for the above goods
manufactured by us.

We also state that we are not participating directly in this tender for the following
reason(s): _____(please provide reason
here).

We confirm that Messrs. _____(name and address of the above
agent) is authorized dealer of our firm to submit a tender, process the same further and
enter into a contract with you against your requirement as contained in the above
referred RFP document for the above goods manufactured by us.

We also hereby extend our full warranty as specified in the Proposal, for the goods and
services offered for supply by the above firm against this RFP document.

We also hereby confirm that we would be responsible for the satisfactory execution of
contract placed on the authorized agent.

Yours faithfully,

[Signature with date, name and designation]

for and on behalf of Messrs.' _____

[Name & address of the manufacturers]

*Note: This letter of authorization should be on the letter head of the manufacturing firm
and should be signed by a person competent and having the power of attorney to
legally bind the manufacturer.*

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

SECTION XIV-PROFORMA FOR EQUIPMENT AND QUALITY CONTROL EMPLOYED BY THE MANUFACTURER.

NAME OF THE TENDERER:

(Note : All details should relate to the manufacturer for the items offered for supply)

1. Name & full address of the Manufacturer

- 2. (a)** Telephone & Fax No Office/Factory/Works
(b) Telex No. Office/Factory/Works
(c) Telegraphic address :

3. Location of the manufacturing factory.

4. Details of Industrial License, wherever required as per statutory regulations.

5. Details of important Plant & Machinery functioning in each dept. (Monographs & description pamphlets be supplied if available).

6. Details of the process of manufacture in the factory.

7. Details & stocks of raw materials held.

8. Production capacity of item(s) quoted for, with the existing Plant & Machinery

Normal
Maximum

9. Details of arrangement for quality control of products such as laboratory, testing equipment etc.

10. Details of staff:

Details of technical supervisory staff in charge of production & quality control.

Skilled labour employed.

Unskilled labour employed.

Maximum No. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of Tender.

11. Whether Goods are tested to any standard specification? If so, copies of original test certificates should be submitted in triplicate.

12. Is the Manufacturer registered with the Directorate General of Supplies and Disposals, New Delhi 110 001, India? If so, furnish full particulars of registration, period of currency etc. with a copy of the certificate of registration.

.....
Signature and seal of the
Manufacturer

SECTION XV
SELF DECLARATION AND FORMAT OF AFFIDAVIT

[To be submitted by bidder on E-Stamp Paper of Rs. 100/-] [The affidavit shall be notarized]

No/DTO/BGM/LABMAT&CONSU/ /2024-25.

**This affidavit is executed by M/s _____ on day _____ Year 2024
for the above tender. We/I hereby declare and undertake on oath as follows:**

- 1) We / I that all the documents, testimonials, certificates, etc., submitted by us for the above mentioned tender are all correct and genuine.
- 2) We / I declare that the Previous work order / purchase orders, **or** experience certificate, for the similar supply to the various Government Departments/PRIs/Local Bodies in any one year of the last **TWO/THREE** years (The bidder should complies the experience criteria as per FD Order dated 21.07.2020) as applicable to the bidders submitted by us as proof are correct and genuine.
- 3) We / I declare that **M/s _____** our firm is free from encumbrance and not have any Vigilance Cases / Criminal Cases / Court Cases Pending and is **not blacklisted** or de-registered by any Government / Quasi Government / and other organization.
- 4) We / I declare that we / I will not supply end of Life and / or refurbished equipment / items.
- 5) We / I declare that the items quoted by us shall be in commercial production and support by the manufacturer for a period of Warranty as stated in the Tender.
- 6) We / I declare we accept Belagavi jurisdiction.
- 7) We / I declare that we provide warranty for quoted items in this tender for **the items supplied must have a shelf life of 80% or 18 months remaining at the time of delivery to Purchaser/ TIA** from the date of Supply.
- 8) We / I declare that to abide all the terms and conditions as mentioned in the tender document from Page No(1) to Page No. **(46)**.
- 9) We / I declare that if any of the documents as requested in the technical bid eligibility criteria **as per Section VII Page No.34** are found to be not uploaded, then our firm will be treated as Non-Responsive Bidder.
- 10) We / I are aware that if one or more of the above declarations and undertakings are found to have been violated/breached, then we / I shall be blacklisted by the Competent Authority for the period of three years.
- 11) **If Bidders quoted Unscientific rates in e-portal liable for rejection and TAA has right to select the next lowest Bidder.**
- 12) If More than one bidder quoted the same specific rates in e-portal then TAA has right to decide the L-1 Bidder, based on the highest turnover of the last three financial years
- 13) We / I declare that the rate quoted for this tender is valid **upto 31st March 2025**.
- 14) We confirm that (i) we are not in contravention of the Office Memorandum No. 6/18/2019 -PPD dated 23rd July 2021 issued by the Public Procurement Division, Department of Expenditure, Ministry of Finance & Govt Order No.FD 455 Exp-12 2021 Bengaluru Dated: 25.08.2021 of the Finance Dept GOK on the subject "Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017"; and (iii) we are not related to an entity in a count ry which shares a land border with India in terms of the aforesaid Order.
- 15) We/ I declare that if any queries found with regard to the tender document / conditions the same will be raised on or before the date and time stipulated within the pre bid meeting, after which the queries / clarifications of the same remains null and void & No Clarification will be given.
- 16) We the supplier has furnished the bid for supply on free of cost of transportation and delivery till the Destination as specified and we also agree to supply within the stipulated period mentioned in the tender document. Failing which the purchaser will have discretion to either reject or cancel the contract agreement by forfeiting E.M.D. paid by me.
- 17) We/ I agree for non responsive if we submit the bid which is not in accordance of the law or legal documents.
- 18) We will receive Payment as per the provision accorded subject to the availability of the budget.
- 19) We/ I agree to supply the equipments / lab logistics / consumables as per the indent submitted by the authorities concerned.
- 20) We / I agree to supply the lab items based on maintaining the cold chain process from the point of manufacturer to the end point of consignee.
- 21) **The purchaser will evaluate the tenders as per procedure laid down in the KTPP Act 1999 and Rules 2000. If the L-1 rate quoted by the bidder is unscientific/unreasonable, in the interest public health and administration, the purchaser has right to select the next lowest bidders, if the rate quoted by the next lowest bidder is reasonable. The decision of the purchaser shall be final and binding upon all the bidders. As this is rate contract tender the purchaser reserves the right to place the supply order as and when required subjected to availability of the budget, and financial bid validity period i.e., upto 31st March 2025 After due evaluation of the bid(s) the District TB Officer, Belagavi will award the contract to the lowest evaluated responsive tenderer, Conditional bid will be treated as nonresponsive and will be rejected. (The bidder must qualify in both the sample evaluations and the technical bid criteria) failing which their bids will be treated as Non-Responsive)**
- 22) Submission of Fake/False/Manipulated of any documents as mentioned in the technical bid eligibility criteria then we are liable for rejection and also Criminal action will be initiated against the firm.

Identified by me: Advocate

Deponent

Name: _____

Title: _____ Company: _____ Date: _____ & Place: _____

ANNEXURE-"A"**No/DTO/BGM/LABMAT&CONSU/ /2024-25.****DECLARATION BY THE BIDDER IN RESPECT OF LIST OF ITEMS PARTICIPATED IN THE KPPP E-TENDER.****PLEASE MARK "YES" IF YOU PARTICIPATED IN THE TENDER ITEM.****IF NO LEAVE THE COLUMN BLANK WITH NO INDICATIONS.**

SI No.	NAME OF THE LAB LOGISTICS / CONSUMABLES	Units	Qty	Variable EMD	Participated YES / No
A	B	C		[D]	[E]
1	Sputum cups with Label	Nos	350000	29400	
2	Micro Slides (pack of 50)	Nos	7000	9293	
3	Broom sticks (100 nos):	Nos	3500	3063	
4	Diamond Marker pencil	Nos	500	369	
5	Basic fusion powder (25 gm)	Nos	750	2434	
6	Sulphuric Acid 100% (con) (500 ml)	Nos	800	4130	
7	Liquid Phenol-40%	Nos	300	3275	
8	Distilled Water (5 ltrs can)	Nos	800	2360	
9	Methanol (Methylated Spirit) (2.5 ltr can)	Nos	70	847	
10	Crystal phenol	Nos	200	1534	
11	Surgical Spirit	Nos	500	840	
12	Methylene Blue	Nos	90	806	
13	Immersion oil	Nos	50	105	
14	Falcon tubes	Nos	70000	15680	
15	Thermocol box (small)	Nos	1000	1475	
16	Gel Packs small	Nos	2000	472	
17	Ethanol 500ml pkd	Nos	250	910	
18	Spirit lamp:	Nos	200	354	
19	Marker Pen	Nos	200	59	
20	Parafilm tape:	Nos	30	1328	
21	Auromin powder	Nos	10	38	
22	100 X lense (vision 2000) LABO made, Labo Vison	Nos	50	1564	
23	10 X WIDE FIELD Eye Piece	Nos	100	3761	
24	Halogen bulb	Nos	50	192	
25	Brown Tape	Nos	100	162	
26	Ziplock bag (100 piece)	Nos	100	242	
27	Tissue Paper roll	Nos	250	192	
28	Cotton bundle (500gm)	Nos	50	203	
29	Pottasium permangnate 500 gm	Nos	2	20	
30	Slide Box 100 capacity	Nos	100	354	
31	Slide Box 50 capacity	Nos	100	230	
32	Slide Box 25 capacity	Nos	50	74	
33	Hypochloride Solution 5% (5ltr can)	Nos	100	885	
34	Vortex Meter	Nos	20	1770	
35	Adult weight machine (Manual)	Nos	20	885	
36	Pallets	Nos	24	2124	
37	Blotting paper	Nos	500	885	
38	Foot rest bin Yellow	Nos	25	553	
39	Foot rest bin Red	Nos	25	553	
40	Foot rest bin Green	Nos	25	553	