



GOVERNMENT OF KARNATAKA



**KOPPAL INSTITUTE OF MEDICAL SCIENCES,
HOSPET ROAD, KOPPAL-583231**

(An Autonomous Institute of Government of Karnataka)

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**E-PROCUREMENT TENDER FOR SUPPLY
OF VARIOUS FURNITURE & FIXTURES
TO KIMS,KOPPAL**

(Through e-procurement portal only)

<https://eproc.karnataka.gov.in>

BID DOCUMENT-TWO BID SYSTEM

REF:-TENDER NOTIFICATION

NO.KIMS/KOPPAL/SUP/TEND/FURNITURE/241/2015-16 DATED: -
01.02.2016

LAST DATE FOR SUBMISSION OF TENDER:-22.02.2016

GOVERNMENT OF KARNATAKA
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TENDER SCHEDULE FOR THE SUPPLY OF HOSPITAL FURNITURES&FIXTURES

TENDER REFERENCE	:	NO.KIMS/SUP/E-TENDER /FURNITURE/ 241/2015-16 DATED:01.02.2016
Commencement of Down load of e-tender form from website http://eproc.karnataka.gov.in	:	From 08.02.2016
LAST DATE FOR QUERIES THROUGH ON-LINE	:	15.02.2016 up to 5:00 pm
LAST DATE AND TIME FOR UPLOADING OF E-TENDER IN e-PROCUREMENT PLATFORM ON OR BEFORE	:	22.02.2016 up to 5:00 pm
The Technical Bid will be opened Online by the Authorized Officer on	:	25.02.2016 at 11:30 am
FURNITURE/ FIXTURES DEMONSTRATION TO BE MADE ON	:	Shall be intimated
The Price Bid will be opened Online by the Authorized Officer on	:	29.02.2016 or the next date will intimated to responsive Tenderers.
PLACE OF OPENING OF TENDERS AND ADDRESS FOR COMMUNICATION	:	OFFICE OF THE DIRECTOR, KOPPAL INSTITUTE OF MEDICAL SCIENCES, HOPET ROAD, KOPPAL -583231.

- Note: (1) In the event of the specified date of opening of First Cover (Technical Bid) being declared a holiday for the purchaser, the First Cover (Technical Bid) shall be opened on the next working day at the same time and venue.
- (2) Completed tenders shall be uploaded through e-tendering system by the Tenderers using their user ID and addressed to the Director KIMS,KOPPAL in the manner described under Instructions to Tenderers Section II of Tender Documents on or before the last date & time stipulated.

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E - TENDERS FOR THE SUPPLY OF HOSPITAL FURNITURE AND FIXTURES TO KIMS

SECTION I. INVITATION FOR TENDERS (IFT)

IFT No: KIMS/SUP/FURNITURE/E-TENDER/2015-16 DATED :01.02.2016

1. The Director Koppal Institute of Medical Sciences, Koppal (Purchaser) invites e - tenders from eligible tenderers who are registered for e-platform by using ID & Digital Signature for the supply of

Sl. No	Name of the Furniture	EMD Amount	Turnover
01	Almerah with Glass Door -30	2.5% on quoted value of the items	Rs100.00Lakhs per year for 3 years
02	Almirah-06		
03	Book Racks		
04	Book shelf with sliding glass door		
05	Chair Executive		
06	S. type Chair		
07	Cushion Chairs		
08	PVC Chairs		
09	Computer table with chair		
10	Exam tables		
11	Office Table		
12	Revolving stools		
13	Safe Lockers 12 compartments		
14	Student Chairs		
15	Student Table		
16	Officers Table L-Type		
17	Table Single locker Drawer		
18	Notice board with transparent cover		

Tenderers are free to quote for any or all the items listed above . The evaluation of tender will be done on per item basis for the items listed in each schedule

2. The tenderers may upload tenders for the above good individually or Schedule wise. Tenderers are advised to note the qualification criteria specified in Section VII to qualify for award of the contract, (vide Section XII and XII A) in addition to other requirements of the tender. Two Cover tender procedures shall be followed. The Tenderers are required to upload First Cover i.e. Technical Bid consisting of document as specified in clause 7.1.1 of ITT and Second Cover i.e. Financial Bid Consisting Price Schedule for the items, as well as for CMC (wherever is applicable). This Tender for “Bulk Purchase”. holding valid license whose turnover for 3 years i.e. for 2012-13, 2013-14 and 2014-15 is as mentioned in the above column per annum and more than Rs. 1.00 crore per annum for local SSI units of Karnataka State, are eligible to participate in the tender.
3. Tender documents may be downloaded from the web site <http://eproc.karnataka.gov.in> & our Institute www.kimskoppal.kar.nic.in
4. Tenderers must provide Earnest Money Deposit (EMD) as specified in the tender document which shall have to be made through electronic system (**Refer Section-V Schedule of requirement**).
5. Tenders along with necessary enclosures must be uploaded to the web site <http://eproc.karnataka.gov.in> as per tender schedule mentioned in page 1 and First Cover containing the Technical Bid will be opened as per tender schedule in the presence of the tenderers or their authorized representatives who wish to attend. If the office happens to be closed on the date of opening of the tenders as specified, the tenders will be opened on the next working day at the same time and venue.
6. SSI units of Karnataka State shall be given price preference in accordance with prevailing Industrial Policy provided that they fulfill all the other prescribed criteria and become responsive and if the policy is in operation as on the date of Tender Notification.
7. Domestic Small Scale Industrial Unit’ means an industrial unit in which the investment In fixed assets in plant and machinery, whether held on ownership or on lease or by hire purchase, does not exceed rupees one crore, and which manufactures the goods within the state and registered with the Director of Industries and Commerce, Government of Karnataka and their registration is valid as on the last date of submission of tender.
6. The Second Cover (Financial Bid) of the Tenderers who are technically qualified / responsive will be opened through e-tendering system. Please refer clause 20.2 of I.T.T.
7. Other details can be seen in the tender documents.

SECTION II: INSTRUCTIONS TO TENDERERS

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SECTION II: INSTRUCTION TO TENDERERS

A. Introduction

1. Eligible Tenderers

- 1.1 Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the equipment to be purchased under this Invitation of Tenders.
- 1.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka

2. Cost of Tendering:

- 2.1 The Tenderer shall bear all costs associated with the preparation and uploading of its tender, and Director, KIMS,KOPPAL 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. The Tender Documents

3. Contents of Tender Documents

- 3.1 The goods required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include:
 - (a) Instruction to Tenderers (ITT)
 - (b) General Conditions of Contract (GCC)
 - (c) Special Conditions of Contract (SCC)
 - (d) Schedule of requirements with consignee list
 - (e) Technical Specifications
 - (f) Tender Form and Price Schedules
 - (g) Earnest Money Deposit
 - (h) Contract Form
 - (i) Performance Security Form
 - (j) Performance Statement Form
 - (k) Manufacturer's Authorization Form and
 - (l) Equipment and Quality Control Form
 - (m) Proof of Service Center in Karnataka

- 3.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or uploading 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

- 4.1 A prospective Tenderer requiring any clarification of the tender documents may notify the Purchaser in writing or by telex or cable or fax at the Purchaser's mailing address indicated in the Invitation for Tenders. The Purchaser will respond in writing to any query or request for clarification of the tender documents which it receives within the stipulated period. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be notified in the e-procurement portal.

5. Amendment of Tender Documents

- 5.1 At any time prior to the deadline for uploading 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.
- 5.2 Amendments, if any as per clause 5.1 above will be notified as Addendum/Corrigendum through the e-procurement portal and office notice board and the same will be binding on all prospective Tenderers.
- 5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Purchaser, at its discretion, may extend the deadline for the uploading of tenders.

C. Preparation of Tenders

6. Language of Tender

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

7. Documents Constituting the Tender

- 7.1 The tender prepared by the Tenderer shall comprise the following components and shall be uploaded in two covers containing the documents as follows:

7.1.1 First Cover: (Technical Bid)

- (a) **Earnest money deposit details** (as per the format **SECTION-IX**) in accordance with ITT Clause 13, receipt of the payment made to be uploaded.
- (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 equipment and ancillary services to be supplied by the Tenderer are eligible equipment and services and conform to the tender documents.
- (d) **VAT/Sales Registration Certificate with Latest commodity list**.failing which the tenders shall be considered as non-responsive.
- (e) **Sales Tax / VAT Clearance Certificate** as per **Annexure-I** or in the valid format of the Commercial Tax Department for preceding 3 financial years and Tax cleared up to 31-03-2013, 31-03-2014 & 31-03-2015 i.e. for the years 2012-13, 2013-14 and 2014-15 issued by the concerned authorities is to be uploaded failing which the tenders shall be considered as non-responsive..
- (f) **Annual Turnover statement** for preceding three Financial years 2012-13, 2013-14 and 2014-15 i.e., for 31-03-2013, 31-03-2014 & 31-03-2015 certified by Auditor / Chartered Accountant as per **Annexure-II** is to be uploaded failing which the tenders shall be considered as non-responsive.. (IT returns will not be considered)
- (g) **Copies of Balance Sheet and Profit and Loss Account** for preceding three financial years 2012-13, 2013-14 and 2014-15 i.e., for 31-03-2013, 31-03-2014 & 31-03-2015 duly certified by the Chartered Accountant / Auditor, is to be uploaded failing which the tenders shall be considered as non-responsive..
- (h) Notarized **copy of the Manufacturing license** issued by the competent authority failing which the tenders shall be considered as non-responsive..
- (i) **Performance of the manufacturer - 80%** for preceding three financial years i.e. 2012-13, 2013-14 and 2014-15 i.e., for 31-03-2013, 31-03-2014 & 31-03-2015 to be submitted as per issued by Competent Authority as per **Section-XII** is to be uploaded failing which the tenders shall be considered as non-responsive..
- (j) **Performance of the dealer- 30%** is also to be uploaded as per **Section-XII-A** in case of tenderer is an Agent/Dealer along with 80% manufacturer Performance failing which the tenders shall be considered as non-responsive..
- (k) The **Certificate of incorporation** signed by the Registrar of Companies (ROC) notarized is to be uploaded in case Proprietor/Partnership Firm registration of firm and VAT registration.etc notarized copy should be uploaded failing which the tenders shall be considered as non-responsive..
- (l) **Tender Form** with an undertaking to abide by the terms and conditions of the tender in the format as per **Section- VIII** is to be uploaded failing which the tenders shall be considered as non-responsive.

- (m) **The Manufacturers Authorization Form**, referred in **Section-XIII**, in original, and copy of manufacturing license of the authorization issuing firm are also to be uploaded. The letter of authority should be issued to only one agent irrespective of models for this particular IFT. If it is found that letter of authority issued to more than one firm, all the bids for which the authorization is given will be considered Non responsive.
- (n) **Equipment and quality control** Employed by manufacturer as per proforma given in **Section- XIV**; failing which the tenders shall be considered as non-responsive.
- (o) Attested copy of **valid SSI certificate** issued by Director of Industries Commerce, Government of Karnataka is to be uploaded, by SSI units of Karnataka otherwise they will not treated as SSI units of Karnataka.
- (p) **Self declaration** stating that the firm is not black listed by any Government / Quasi Government / any other organizations and will not supply refurbished Furniture and Fixtures /items failing which the tenders shall be considered as non-responsive..
- (q) The tenderer quoting for the ITEMS under import license shall produce all the above mentioned documents and also has to produce the following documents as formalized as per the prevailing international norms or bilateral agreements between India and the exporting country. Failing which the tenders shall be considered as non-responsive.
a) Valid import license.
- (q) **Documentary evidence** established in accordance for **Service Center in Karnataka** with maintenance staff and other details to be uploaded otherwise will be considered as “Non-Responsive”.
- (r) Solvency Certificate addressed to the Dean Cum Director Koppal Institute of Medical Sciences, Koppal issued by the appropriate authorities in respect of this tender in original for **Rs 50.00Lakhs for each schedule** for this tender.
(Please Note: The Valid solvency certificate should be issued after the tender Notification date or otherwise it will be rejected and will be considered as “Non- Responsive”)
- (s) Notary attested photo copies of **ISO and CE Certificates**, is to be uploaded, otherwise the products will not be considered otherwise will be considered as “Non-Responsive”.
- (t) **List of Furniture quoted** along with country of origin and Model quoted by the tenderer should be clearly furnished separately and should be uploaded otherwise will be considered as “**Non-Responsive**”.
- (u) The **Original Technical specifications information complete Literature & Brochure** of the Furniture and Fixtures quoted by the Tenderer is to be uploaded otherwise will be considered as “Non-Responsive”.
- (v) **Compliance for the Tender specifications and clarifications for deviations** of the Furniture and Fixtures quoted by the Tenderer is to be uploaded otherwise will be considered as “Non- Responsive”.
- (w) **Checklist as per format\ should be uploaded. (SECTION – XV)**
- (x) **Proof of 80% performance (Supply orders copies)** along with **Performance of the manufacturer - 80%** for preceding three financial years, the supply order copies issued by end user should be uploaded or otherwise will be considered as “Non- Responsive”.
- (y) **Proof of 30% performance (Supply orders copies)** for preceding three financial years, the supply order copies issued by end user in case of tenderer is an Agent/Dealer should be uploaded or otherwise will be considered as “Non- Responsive”.

The tender document shall have signature on all pages including the annexure by the authorized signatory, The documents / certificates should be under the name and address of the premises where items quoted are actually manufactured. The Documents uploaded should be clearly visible failing which such documents shall not be considered. The documents uploaded in general documents should

be named individually.

Note: The **originals** of all the documents uploaded under Technical Bid shall be produced for verification on the day of opening of the Technical Bid or any day from the day of intimation from this office. **The manufacturing premises** of all responsive bidders will be subjected to physical verification if required by KIMS or by an agency authorized by the KIMS to ascertain as to whether the bidder has the required manufacturing capacity commensurate with the bid quantity.

7.1.2 Second Cover: (Financial Bid)

7.1 Prices shall be mentioned in the e-portal system only.

7.2 The **originals** of all the documents uploaded under Technical Bid shall be produced for verification on any day from the day of intimation from this office failing which the tenders shall be considered as non-responsive.

7.3 In case of discrepancy between the uploaded documents and the originals, the prices uploaded in the e-portal system shall prevail.

8. Tender Form

8.1 As the tender has been invited through e-portal system, the Tender Form (Section-VIII) shall be uploaded in Cover-A without price.

9. Tender Prices

9.1 The Tenderer shall indicate on the Price Schedule in the e-portal system the unit prices and total tender prices of the item it proposes to supply under the Contract. However, tenderers shall quote for the complete requirements of Furniture and services specified under each item on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award.

9.2 Prices indicated on the Price Schedule shall be entered separately as per e-procurement portal in the following manner:

- (i) The price of the furniture, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales taxes charges to be paid.
 - a. on components and raw material used in the manufacture or assembly of equipment quoted ex-works or ex-factory; or
 - b. on the previously imported equipment of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.
- (ii) Any duties, sales and other taxes which will be payable on the equipment if this Contract is awarded;
- (iii) The price for inland transportation, insurance and other local costs incidental to delivery of the equipment to their final destination; and
- (iv) The price of other incidental services listed in Clause 4 of the Special Conditions of Contract.
- (v) Towards year wise **Comprehensive Maintenance Contract**, the tenderer will be required to quote through online system in the **select column provided as per section VIII B**. The same will be digitally signed by the contractor and encrypted using the digital key.

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

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

10. Tender Currency

10.1 Prices shall be quoted in Indian Rupees only.

11. Documents Establishing Tenderer's Eligibility and Qualifications

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

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

- (a) that, in the case of a Tenderer offering to supply equipment 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 Furniture & Fixture ' Manufacturer or producer to supply the equipment in India.

*[Note: 1. Supplies for any particular item quoted in the tender should be from one manufacturer only. Tenders from agents offering supplies from different manufacturers for the same item in the tender will be treated as **non-responsive***

2. The manufacturer who is authorizing particular agencies should not authorize more than one firm irrespective of Model for this IFT. If it is found that the authorization is issued to more than one firm, all the bids for which the authorization is given will be considered 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 uploaded 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 items offered and on those of similar nature within the past three years and details of current contracts in hand and other commitments (suggested proforma given in Section XII);

12. Documents Establishing Furniture & Fixtures' Eligibility and Conformity to Tender Documents

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

12.2 The documentary evidence of conformity of the equipment 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 Furnitures & Fixturs.
- (b) A visit giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Hospital Furniture & Fixtures for a period of seven (3 years warranty +4 years CMC)(CMC only for the items listed in Schedule-II) years, following commencement of the use of the goods by the Purchaser, wherever applicable; and
- (c) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the equipment and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

12.3 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 Furniture & Fixtures , 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 (EMD)

- 13.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, earnest money deposit as specified in Section-V - Schedule of requirements.
- 13.2 The earnest money deposit is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT Clause 13.7.
- 13.3 The earnest money deposit shall be denominated in Indian Rupees or in the US\$ for foreign bidders and shall be paid in the e-procurement portal using the following payment modes:
- Credit Card.
 - Direct Debit.
 - National Electronic Funds Transfer (NEFT)
 - Over the Counter (OTC).
- The OTC payment facility will be available at the designated ICICI Bank branches (Annexure III) for making payments from the date of tender notification.
- 13.4 Confirmation of receipt of EMD in Government of Karnataka central pool A/C held at ICICI Bank will be verified. If found that an acceptable EMD is not received as indicated in Clause 13.3 above the tender shall be rejected by the Purchaser as Non – responsive.
- 13.5 Unsuccessful Tenderer's earnest money deposit will be refunded as promptly as possible as but not later than 30 days after the expiration of the period of tender validity prescribed by the Purchaser, pursuant to ITT Clause 14.
- 13.6 The successful Tenderer's earnest money deposit will be refunded upon the tenderer signing the Contract, pursuant to ITT Clause 30, and furnishing the performance security, pursuant to ITT Clause 31.
- 13.7 The Earnest Money Deposit 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
 - (b) In case of a successful Tenderer, if the Tenderer fails:
 - (i) To sign the Contract in accordance with ITT Clause 30; or
 - (ii) To furnish performance security in accordance with ITT Clause 31.

Refund of EMD

The EMD money will be kept in the central pooling account until the tender is awarded to the successful bidder.

Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful bidders will be refunded to the respective Bank a/c's of the Contractor registered in the e-Procurement system.

14. Period of Validity of Tenders

- 14.1 Tenders shall remain valid for **180 days** after the deadline for uploading of tenders prescribed by the Purchaser, pursuant to ITT Clause 17. A tender valid for a shorter period shall be rejected by the Purchaser as **non-responsive**.
- 14.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The earnest money deposit provided under ITT Clause 13 shall also be suitably extended. Tenderers may refuse the request without forfeiting its earnest money deposit. Tenderers granting the request will not be required nor permitted to modify their tender.

15. Format and Signing of Tender

- 15.1 The Tenderer shall upload the tender along with all the requisite documents through e – tendering system by using user ID and digital signature on Technical and Financial Bids.
- 15.2 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the tender.

- 15.3 The Tenderer shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender, and to contract execution if the Tenderer is awarded the contract.

D. Submission of Tenders

16. Sealing and Marking of Tenders

- 16.1 The Tenderers shall upload the Tender through e – tendering system only. No other mode of submission is permitted.
- 16.2 The Tender shall:
- (a) Be addressed to the Purchaser at the following address:

The Dean Cum Director,
Koppal Institute of Medical Sciences,
Hospet Road , Koppal . – 583231.
 - (b) Bear the Project Name, the Invitation for Tenders (IFT) title and number.
- 16.3 In addition to the identification required in Sub Clause 16.2, the tenderer shall provide the name and address of the Tenderer to make any further correspondence.
- 16.4 Telex, cable or facsimile tenders will be rejected.

17. Deadline for uploading of Tenders

- 17.1 Tenders must be uploaded by the Tenderers no later than the time and date specified in the Invitation for Tenders (Section I) on the e-procurement portal.
- 17.2 The Purchaser may, at its discretion, extend this deadline for uploading of tenders by amending the tender documents in accordance with ITT Clause 5, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late Tenders

- 18.1 Tenders cannot be uploaded by the tenderers after the deadline for uploading of tenders (on the e –procurement portal) prescribed by the Purchaser, pursuant to ITT Clause 17.

19. Modification and Withdrawal of Tenders

- 19.1 In the “My bids“ Section of the e – procurement portal, the tenderer can view the status of their bids and decrypt bid (i.e. in cases where the tenderer has chosen to encrypt the tender using his own public key) for modification or withdrawal before the due date & time for uploading.

E. Tender Opening and Evaluation of Tenders

20. Opening of Tenders by the Purchaser

20.1 Opening of First Cover of all Tenderers and evaluation to determine qualified Tenderers by the Purchaser:

- 20.1.1 The Purchaser will open/unlock the First Covers of all tenderers uploaded through e-tendering system, in the presence of Tenderers’ representatives who choose to attend, as per tender schedule mentioned in page no one.

The Tenderers' representatives who are present shall produce authorization letter and shall sign a register evidencing their attendance. In the event of the specified date of Tender opening being declared a holiday for the Purchaser, the tenders shall be opened at the appointed time and location on the next working day.

- 20.1.2 The purchaser will verify and confirm the receipt of EMD for all tenderers who have uploaded the tenders. The Tenderers’ names, the presence or absence of earnest money deposit (amount, format and validity) the uploading of qualification information and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the opening.

20.1.3 The Purchaser will prepare minutes of the tender opening.

20.1.4 The Purchaser will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 1.1, 11 and 12 (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause 13 and meets the qualification criteria stipulated in Section VII. The Purchaser will draw out a list of Qualified Tenderers.

20.2 Opening of Second Cover (Financial Bid) of Qualified Tenderers:

20.2.1 The Purchaser will inform all the Technically Qualified Tenderers through e-tendering system / letter intimation, after decryption of their Financial bid by Tender Acceptance Authority which could be viewed automatically by the respective technically qualified tenderers. In this regard no separate intimation shall be made by the Purchaser.

21. Clarification of Tenders

21.1 During evaluation of tenders, the Purchaser may, at its discretion, ask the Tenderer for a clarification of its tender including the break down of unit rates. The request for clarification and the response shall be in writing and no change in prices or substance of the tender shall be sought, offered or permitted.

22. Preliminary Examination

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

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

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

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

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

23. Evaluation and Comparison of Tenders

23.1 The Purchaser's evaluation of a tender will exclude and not take into account:

(a) Any allowance for price adjustment during the period of execution of the Contract, if provided in the tender.

23.2 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:

For overseas bids in addition to the tender price (Ex-factory/ex-warehouse/off-the-shelf price of the goods offered up to CIF/ CIP India, however taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITT Clause 23.4 and in the Technical Specifications:

- (a) Cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;
- (b) Delivery schedule offered in the tender;
- (c) Deviations in payment schedule from that specified in the Special Conditions of Contract;
- (d) The availability in India of spare parts and after-sales services for the equipment offered in the tender;
- (e) Cost of Four years Comprehensive Maintenance Services after 36 months of warranty period. CMC charges shall be considered during Price Evaluation.
- (f) The bidders are instructed to give demonstration at their own cost, if requested by the purchaser, failing which it will be considered as Technically Non-Responsive.

23.4 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 equipment to the final destination as stated in ITT Clause 9.2 (iii).

The above costs will be added to the tender price.

(b) Order & Delivery Schedule:

1. The Purchaser does not guarantee the quantity, which will be ordered. The quantity mentioned is only the tentative requirement and may increase or decrease as per the actual requirement. No claims shall lie against the Director KIMS , KOPPAL or Tendering Authority in this regard. The rates quoted should not vary with the quantum of the order or the destination.
2. The Purchaser reserves the right to order for only such quantity as may be necessary and the Contractor is bound to supply the ordered quantity only. Quantities supplied in excess will not be paid for.
3. Supplies are to be made as per the delivery schedule and timings given by the purchaser.
4. The Purchaser requires that the 1 Furniture & Fixtures under the Invitation for Tenders shall be delivered within **30 days** as specified in the Schedule of requirements. The estimated time of arrival of the equipment 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 **2** months of stipulated delivery period will be treated as non-responsive.

(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 **14** percent per annum.

(d) *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.

- (e) *Cost of Four years Comprehensive Maintenance Services after 36 months of warranty period. The cost of four years Comprehensive Maintenance Service Charges after warranty period shall be added to the tender price of equipment after discounting to the net present value at a discount of 10 percent.*

24. Contacting the Purchaser

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

F. Award of Contract

25. Post qualification

- 25.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Tenderer that is selected as having uploaded the lowest evaluated responsive tender meets the criteria specified in ITT Clause 11.2 (b) and is qualified to perform the contract satisfactorily.
- 25.2 The determination will take into account the Tenderer's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications uploaded by the Tenderer, pursuant to ITT Clause 11, as well as such other information as the Purchaser deems necessary and appropriate.
- 25.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

26. Award Criteria

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

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

- 27.1 The Purchaser reserves the right at the time of Contract award to increase or decrease by up to (25 %) twenty five percent of the quantity of equipment and services originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

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

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

29. Notification of Award

- 29.1 Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer in writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, that its tender has been accepted.
- 29.2 The notification of award will constitute the formation of the Contract.
- 29.3 Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 31, the Purchaser will promptly notify the name of the awarded Tenderer to each unsuccessful Tenderer and will discharge its earnest money deposit, pursuant to ITT Clause 13.
- 29.4 If, after notification of award, a Tenderer wish to ascertain the grounds on which it's tender was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Tenderer.

30. Signing of Contract

- 30.1 At the same time as the Purchaser notifies the successful tenderer that its tender has been accepted, the Purchaser will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 30.2 Within 07 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Purchaser.

31. Performance Security

- 31.1 Within 07 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.
- 31.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 30.2 or ITT Clause 31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Purchaser may make the award to the next lowest evaluated Tenderer or call for new tenders.

32 Corrupt or Fraudulent Practices

- 32.1 The Government requires that Tenderers/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government:
- (a) Defines, for the purposes of this provision, the terms set forth as follows:
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Tenderers (prior to or after tender uploading) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;
 - (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.
- 32.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 4.4 and sub-clause 23.1 of the General Conditions of Contract.

SECTION-III: GENERAL CONDITIONS OF CONTRACT
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SECTION III – GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

1. Definitions

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

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- (e) "GCC" mean 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.
- (j) "KIMS" means Koppal Institute of Medical Sciences, Koppal.

2. Application

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

3. Standards

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

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

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

4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

- 4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 4.4 The supplier shall permit the Government to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government, if so required by the Government.

5. Patent Rights

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

6. Performance Security

- 6.1 Within 07 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 Guarantee for proportionate value shall be extended 60 days over and above the initial Warranty period.
- 6.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 6.3 The Performance Security shall be denominated in Indian Rupees or US Dollars for overseas bidder and shall be in the following form:
- (a) A cashier's check or Banker's certified check, or crossed demand draft or pay order drawn at any Nationalized Bank drawn in favour of the Purchaser (Dean Cum Director KIMS , Koppal); or
- 6.4 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any Warranty obligations, under the Contract and following receipt of a performance guarantee for 2.5% of the contract value excluding Comprehensive Maintenance Services cost towards guarantee for Comprehensive Maintenance Services as stated in clause of SCC.
- 6.5 In the event of any contract amendment, the Supplier shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including Warranty obligations.

7. Inspections and Tests

- 7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
- 7.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 7.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

- 7.5 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 7.6 Supplier / manufacturer must meet all the technical specifications and produce the test Certificates if requested in scheduled requirements “technical specifications”. The bidders are instructed to give demonstration at their own cost, if requested by the purchaser, **failing which it will be considered as Technically Non-Responsive.**
- 7.7 Manuals and Drawings
- 7.7.1 Before the goods are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals, circuit diagrams together with 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.
- 7.7.2 The manuals and drawings shall be in the ruling language (English or Kannada) and in such form and numbers as stated in the contract.
- 7.7.3 Unless and otherwise agreed, the goods shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Purchaser.
- 7.8 Acceptance certificates;
- 7.8.1 On successful completion of acceptability test, receipt of deliverables and after the Purchaser is satisfied with the working of the equipment, the acceptance certificate signed by the supplier and the representative of purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the equipment.
- 7.8.2 The operational and maintenance training as per clause 4 of special condition of contract shall be conducted on the dates mutually agreed.

8. Packing

- 8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 8.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.
- 8.3 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) Supplied by KIMS,KOPPAL . ii) Contract No., iii) Suppliers Name and, iv) Packing List Reference number.

9. Delivery and Documents:

- 9.1 Delivery of the Goods shall be made within **30 days** 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. The goods should be delivered, installed, demonstrated and get the working satisfactory certificate from the end users and the same shall be submitted to this office.

10. Insurance

- 10.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees / US\$ for foreign bidders, 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 “KIMS” (final destination) on “All Risks” basis including War risks and Strikes.

11. Transportation

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

12. Incidental Services

12.1 The supplier shall 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.

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

13. Spare Parts

13.1 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) Advance 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.

13.2 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

14.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those 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.

14.2 This warranty shall remain valid for **36 months** 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 39 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 4; 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.

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

14.4 Upon receipt of such notice, the Supplier shall, within the period of 2 days (excluding journey period) 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 36 months.

14.5 If the Supplier, having been notified, fails to remedy the major fault within 7 days, 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.

14.6 The Supplier shall guarantee a 90% uptime of items Supplied.

14.7 If any Product gives continuous trouble, say two times in a month during the Warranty period, the Supplier shall replace the system(s) with new system(s) without any additional cost to the Purchaser.

14.8 Maintenance Service:

- (i) Details of Service Center in Karnataka and contract person for maintenance should be provided.
- (ii) Free maintenance services shall be provided by the Supplier during the period of warranty. After warranty period, for next four years, annual maintenance and repairs of the entire equipment including supply of spares etc. will be done by the Supplier under CMC Contract. The comprehensive maintenance and repair cost (after warranty period) shall be paid in three installments for the year i.e., once in 4 months period from the date of completion of the warranty subject to satisfactory services rendered as specified in the bid document and the resultant contract as per the rates quoted in the price schedule.
- (iii) The maximum response time for maintenance complaint from any of the destinations specified in the Schedule of requirements (i.e. time required for supplier's maintenance engineer to report at the installation after a request call/telegram is made or letter is written) shall not exceed 2 days (excluding journey period).
- (iv) It is expected that the average downtime of the item of equipment will be less than half the maximum downtime (i.e. defined as number of days for which an item of equipment is not usable because of inability of the supplier to repair it) as mentioned in the form of technical details. In case an item is not usable beyond the stipulated maximum downtime the supplier will be required to arrange for an immediate replacement of the same till it is repaired. Failure to arrange for the immediate repair/replacement will be liable for a penalty of Rs 100 per day. The amount of penalty will be recovered from the Performance Security guarantee during warranty period. During comprehensive maintenance contract period, the penalty of Rs100 per day will be recovered from the 2.5% of Performance Security Guarantee charges.
- (v) The Purchaser reserves the right to terminate comprehensive maintenance and repairs contract, after warranty period, at any time without assigning any reasons and the Supplier cannot claim any compensation in this respect.

15. Payment

15.1 The payment will be made in Indian rupees against submission of acknowledgements, installation report and stock certificates from the respective consignees.

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

15.3 Payments shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of the invoice or claim by the Local (Indian) Supplier. The payment will be made in Indian Rupees for the Indian / overseas suppliers.

16. Prices

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

17. Change Orders

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

- (a) 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.

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

20.1 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. Sub-contracts shall be only for bought out items and sub-assemblies.

20.2 Subcontracts must comply with the provisions of GCC Clause 2.

21. Delays in the Supplier's Performance

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

21.2 If at any time during performance of the Contract, the Supplier 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.

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

22. Liquidated Damages

22.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to **0.5%** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery (if delay is exceed more than 7 days it will be considered as 2 weeks for calculation of penalty) or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 23.

23. Termination for Default

23.1 The Purchaser shall, 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 uploading) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

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

24. Force Majeure

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

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

24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25. Termination for Insolvency

25.1 The Purchaser shall at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

26. Termination for Convenience

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

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

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

27. Settlement of Disputes

27.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

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

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

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

27.3 Notwithstanding any reference to arbitration herein:

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

28. Limitation of Liability

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

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

29. Governing Language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

32.2 Indian manufacturer/ 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.\

32.3 Bidders from overseas countries shall be entirely responsible for all taxes, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

SECTION - IV: SPECIAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

<u>Item No.</u>	<u>Topic</u>
1.	Definitions (GCC Clause 1)
2.	Inspection and Tests (GCC Clause 7)
3.	Delivery and Documents (GCC Clause 9)
4.	Incidental Services (GCC Clause 12)
5.	Payment (GCC Clause 15)
6.	Settlement of Disputes (GCC Clause 27)
7.	Notices (GCC Clause 31)
8.	Progress of Supply
9.	Right to use defective equipment
10	Supplier Integrity
11	Supplier's Obligation
12	Patent Rights
13	Site Preparation and Installation
14	Equipment Installation
15	Equipment Maintenance
16	Training
17	Technical Documentation

Section: IV- 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 Dean cum Director KIMS,KOPPAL.
- b) The Supplier is individual or firm supplying .Goods and Services under this contract.

2. Inspection and Tests (GCC Clause 7).

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

- 1) Demonstration of the equipment at Manufacturing unit or wherever the tenderer intends to show in working condition or as the place decided by Dean cum Director KIMS,KOPPAL or a representative from Dean cum Director KIMS,KOPPAL, as already mentioned in ITT clause 23.3 (f).
- 2) Inspection by a hospital end user and team of experts appointed by Dean cum Director KIMS, Koppal on site or any place decided by Dean cum Director KIMS,KOPPAL as per specifications.

3.Delivery and Documents (GCC Clause 9) Upon delivery of the Goods, the supplier shall notify the purchaser and the 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 submit 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 along with acknowledgement and stock certificate from the respective consignees.
- (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, end user and the Supplier's factory Inspection report, and
- (vii) Copy of Bill of entry or Bill of landing for imported items

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 shall be furnished and the cost shall be included in the contract price:

- (a) Unloading, safe storage and handling of the consignment at site.
- (b) Performance of the on-site assembly, commissioning and start-up of the equipment.
- (c) Furnishing the detailed operation and maintenance manuals for each items of supply at each location.
- (d) Training of the Purchaser's personnel at the installation site.
- (e) Maintenance and repair of the Furniture and Fixtures at each location during the warranty period of three years including supply of all spares. This shall not relieve the supplier of any warranty obligations under this contract.
- (f) Comprehensive Maintenance and/or repairs of the supplied goods for a period of four years after the end of the warranty period.
- (g) The Comprehensive Maintenance Contract (CMC) will be comprehensive and will cover the cost of all the spare parts required for replacement/repair the equipment except consumable items. The CMC may be on regular basis to ensure the minimum downtime of the system. In other words CMC should assure 90% uptime of all items.
- (h) Three years warranty and Four years Comprehensive Maintenance Services includes both preventive and emergency breakdown service call.
 - (i) Preventive Maintenance Services call: It include cleaning, inspection, lubrication, repairs and any other service as required by the consignee/hospital/institution authority to achieve the following objective.
 - To minimize break down of equipment;
 - To identify the condition of parts which may lead to break down of equipment?

- To repair/rectify such part at initial stage only to avoid major break down of equipment.
- To provide greater safety to the technician.
- Number of visits per year: six, once in two months.

(ii) **Emergency Maintenance Service call:**

Number of visits: As and when break down calls received from time to time. The service is to be conducted within 2 days (excluding journey time) after receiving the call. After inspection of the fault, if it is minor in nature (means that the equipment is working but needs some minor repairs), the equipment has to be repaired with available spare parts /to be attended in a period of minimum 2 days. If the fault is major (means the equipment is not working as per requirement and needs some major repairs requiring bringing in spare parts) has to be attended with in a period of maximum 7 days.

5. Payment (GCC Clause 15)

(a) For items:

- (i) *100% of the contract price shall be paid on receipt of orders items and upon submission of the stock certificates from the concerned and after successful delivery, installation and commissioning of the equipment at the respective institutions / hospitals from the respective consignees as specified in SCC Clause 3 above; and*

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 President of the Institution of Engineers (India). A certified copy of the appointment Order shall be supplied to each of the Parties.
- (b) Arbitration proceedings shall be held at Koppal, 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 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.
- (d) For any or all the disputes Koppal is the jurisdiction.

Notices (Clause 31)

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

Purchaser: The Dean Cum Director, Koppal Institute of Medical Sciences, Hyderabad Road , Koppal - 583231

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

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8. Progress of Supply:

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

- 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 Items:**

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the items proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such items 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.

13. **Site Preparation and Installation:**

The purchaser / consignee will designate the installation sites before the scheduled installation date to allow supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the items.

14. **Furniture Installation:**

The supplier is responsible for all unpacking, assembling, wiring, installation, cabling between Furniture and power supply. The supplier will test all Furniture operations and accomplish all adjustments necessary for successful and continuous operation of the Furniture at all installation sites.

15. **Furniture Maintenance:**

The supplier will accomplish preventive and breakdown maintenance activities as detailed in SCC Clause 4 (h) above to ensure that all Furniture perform without defect or interruption for at least 85% of up-time for 24 hours a day, 7 days a week of operation of the Furniture worked out on quarterly basis.

If any critical component of the Furniture is out of service for more than 7 days, the supplier shall either immediately replace the defective unit or replace the equipment at its own cost.

16. **Training:**

For each unit of Furniture installed, the supplier is required to train designated purchaser's / consignee's technical and end user personnel to enable them to effectively operate the Furniture. The training schedule will be agreed by both purchaser and consignees and the supplier during the performance of the contract.

17. **Technical Documentation:**

The technical documentation involving detailed operation and maintenance shall be delivered with every unit supplied. The language of the documentation shall be in English.

SECTION-V SCHEDULE OF REQUIREMENTS

Sl. No	Item Code	Name of the Furniture	Unit	Qty	EMD to be submitted through electronic payment (e-portal) system (in Rupees)
		SCHEDULE-I			
01	Furniture-001	Almerah with Glass Door	Each	30	EMD 2.5% on quoted value / items
02	Furniture-002	Almirah	Each	06	
03	Furniture-003	Book Racks	Each	20	
04	Furniture-004	Book shelf with sliding glass door	Each	40	
05	Furniture-005	Chair Executive	Each	01	
06	Furniture-006	S. type Chair	Each	12	
07	Furniture-007	Cushion Chairs	Each	400	
08	Furniture-008	Computer table with chair	Each	02	
09	Furniture-009	Exam tables	Each	300	
10	Furniture-010	Office Table	Each	05	
11	Furniture-011	Revolving stools	Each	300	
12	Furniture-012	Safe Lockers 12 compartments	Each	25	
13	Furniture-013	Student Table	Each	150	
14	Furniture-014	Officers Table L-Type	Each	01	
15	Furniture-015	Table Single locker Drawer	Each	158	
16	Furniture-016	Notice board with transparent cover	Each	03	
17	Furniture-017	Demo Room Chair	Each	350	

Note: 1. Note: The EMD's shall be submitted through electronic transfer as per ITT clause –13 (page -10) on or before the due date for submission of tender, as per Tender Schedule.

2. The quantities may increase / decrease at the time of issue of supply order.

Delivery Schedule: Supply and commissioning at the site within **30 days** of from the receipt of Supply Ord

SECTION – VI TECHNICAL SPECIFICATIONS

1. Almerah with Glass Door -30

Mechanical dimensions: 1980mm (Height) x 915mm (Width) x 485mm (Depth). Steel: The steel used for manufacturing the cupboards should be of prime quality, cold rolled, close annealed steel and treated with anti-corrosion treatment for durability in sea shore atmosphere. No of partitions: Inside partition comprising of 5 adjustable horizontal shelves. Lock: Three way bolting device with a rugged handle and a 6 lever lock with 3 keys, glass fitted door, locking facility.

The design of Glass door cabinet shall be as above in the figure. CR sheet 1.0mm thick Confirming to IS-513. Shelf 4 nos. forming five compartments. Edge first bending 30mm and second edge bend 8mm and depth of shelf 400mm.

Plain transparent glass 5mm/4.5mm thick on each side of door with suitable cushion pads. The glasses shall fit in an additional frame of top section which is fixed to shutter frame from inside.

Machine made lever plate with brass bush or machine made six lever type patla, which is fixed in height wise or width wise of cabinet. Lever rod 10mm round.

Hinges and brackets three nos. on each side size 75H x 1.60mm thick mm and 1.6mm thick sheet for brackets.

Die cast handle door metallic, nickel/chrome plate with double nut. Key cover of best quality metallic, nickel/chrome.

Lock-Godrej Type cabinet lock / Grace 6 Lever.

Leg 75 x 75mm duly welded are riveted.

2. Almirah-06

Size 78" x 36" x 19" with 4 shelves to be fixed having 5 compartments, double door with three way locking device with duplicate keys, made out of CRCA sheet of 18 gauge with derusted Powder Coated Siemens gray colour paint. The edges of doors and shelves should be properly bent to U shape neatly and finished.

3. Book Racks-20

Overall Size: • 914 mm (W) x 320 mm (D) x 1742 mm (H) Rigid Knock down construction. with Prime Quality CRCA Steel - Top, Back and side are made from 0.7 mm thick CRCA. Rest in 0.8 mm CRCA. Configuration (Doors): 4 Door Door Features / Locking: Each Door has 6 Lever Cam lock with common key • Each Door has 3 mm Thk transparent glass for clear inside vision secured in a Metal Frame through rubber gasket • Each compartment has storage shelf Top Panel: 4 Door has Inside Metal Finish: Epoxy Polyester Powder coated to the thickness of 50 microns (+/-10)

4. Book shelf with sliding glass door-40

Overall Size: • 914 mm (W) x 320 mm (D) x 1742 mm (H) made out of CRCA sheet of 18 gauge with derusted Powder Coated Siemens gray colour paint.

5. Chair Executive-1

Executive chairs (revolving mode) with arms

Approx. dimensions	seat depth	-	480-500 mm
	Seat width	-	480-500 mm
	Back height with foam seat	-	500-520 mm
	Total height of chair with height adjustment	-	950-1050 mm

5 star gravity aluminium die cast, base made from high quality material confirming to I.S. 6051/1970. Base should have 5 Nos. specially designed twin wheel castors (castors to be abrasive resistant and resistant free movement on carpets). Manual seat height adjustment and lockable at any suitable height.

The chair should have tilting mechanism. The structure of the mechanism is manufactured out of CRC steel sheet. The seating structure is made of ERW tubular structure upholstery to be made of polyurethane foam of 55 density thickness 37 mm backed by 1" Kurl on.

Arms of the chair are to be made of moulded polyurethane arm with steel insert for long life.

6. S. type Chair-12

With good quality teakwood frames for seat and back with wooden arms rest the seat and back knitted with nylon cane. The seat fixed on with flat bolting through frame, seat and back frames are polished with colourless French Polish(black enamel paints should not be coated) Height 89 cm width 50.8 mm, Depth 53.34 cm. The MS tubular frames should be of 25 mm dia 16 gauge steel tube properly bent to its required shape and rubber shoes at bottom. The frame joints should be neatly finished and spray painted with approved shade of enamel pain

7. Cushion Chairs-400

Size	seat depth	:	480-500 mm
	Seat width	:	580-500 mm
Back height foam seat		:	380-400mm

Cushion chairs are made with moulded ply wood frame work for seat and back polyurethane foam with arms. Upholstered with desired colour of fabric

8. Computer table with chair-2 Computer Table

Made out of pre laminated particle board with special top surface and provision for CPU, UPS, Printer, Keyboard Slide.

Table legs are made out of ERW steel to rectangular of size 4 x 3 cm of 14 gauges. And top frame of size 3 cm. frames welded by mig welding process. Frame should be powder coated with minimum thickness of 50 microns. Table top is 25mm thick phenol bonded particle board mounted on 1mm thick laminate. Size of the top is 48" x 24" backing sheet .5mm thick to glued below the table top. Using EVA hot melt glue at 200°C on the machine. All exposed edges are bonded with the PVC tape. Hardware's of good quality height of the table is 0.76 meters.

Computer Chair

Approximate dimensions	Seat depth	:	480 - 500 mm
	Seat width	:	480 - 500 mm
	Back height with foam seat	:	380 - 400 mm

5 star gravity alluminium die-cast base made from high quality material confirming to IS-6051/1970. Base should have 5 Nos special designed twin wheel castors. Manual seat height adjustment and lockable any suitable height.

The structure of the mechanism is manufactured out of CRC sheet steel. The seating structure is made of ERW steel tubular structure. Upholstery to be made out of polyurethane foam of 55 density thickness 37mm backed by 1" kurlon. Arms of the chair are to be made of moulded self skin PU arm with steel insert for long life.

9. Exam tables-300

Table top is made with 18mm thick pre-laminated particle board edges covered with 2mm thick PVC tape using EVA hot melt glue at 200 degrees centigrade on the machine. Frame made with MS square tube of 25 x 25 x 18G duly powder coated upto 50 microns in black colour, with plastic bushes. Size: 900 x 600 x 750mm H

10. Office Table-5

5 x 3 feet Made out of pre-laminated particle board with special top surface, 3 nos. drawers on either side of the table which slides smoothly on roller bearings. Flush drawers have single key locking facility for 3 drawers.

Table legs are made out of ERW steel tube, rectangular or size 4 X 3 cm of 14 gauges. And top frame of size 3 cm. Frames welded by mig welding process. Frames are powder coated with

minimum thickness of 50 microns. Tabletop is 25mm thick phenol bonded particleboard mounted on 1mm thick laminate. Top Backing sheet 0.5 mm thick to glued below the tabletop using good adhesive. All exposed edges are bonded Using EVA hot melt glue at 200°C on the machine with PVC tapes. Hardware of good quality, height to the table is 0.76meter.

11. Revolving stools-300

Overall Approx Size: 480mm To 670mm H.

Tubular tripod base of 25.4 x 14 g ERW tube with revolving SS top. Height adjustment by screw. 300mm dia

The legs fitted with high quality PVC shoes with nylon reinforcement. Left leg 384mm

All SS parts finished with Matt polish.

All Process Parameters to be as per documented IMS Procedures for Quality Assurance

12. Safe Lockers 12 compartments -25

Lockers with doors of size 250 W x 410 H x 470 depth having internal locking arrangement for each compartment. Each door shall be provided with a handle and name plate. All the lockers shall be independently operated. Lockers shall be made out of M.S. CRCA sheet of 20 SWG. The lockers are epoxy powder coated seamen's grey in colour minimum 50 microns.

Overall Size 1200 W x 470 depth x 1950 H for 12 compartments

13. Student Table-150

Table is made with 25mm thick plan particle board duly post formed with desired colour of laminate and back up laminate on bottom side. All other panels are 18mm thick pre-laminated particle board duly edge banded using PVC tape with EVA hot melt glue at 200 degrees centigrade on the machine fitted with necessary hardware such as drawer runners, handles and lock etc with one drawer of 450mm wide. Size: 900 x 600 x 750mm H

14. Officers Table L-Type -1

Table is made with 25mm thick plain particle board duly postformed with desired color of laminate and back up laminate on bottom side. All other panels are 18mm thick pre-laminated particle board duly edge banded using PVC tape with EVA hot melt glue at 200 degrees centigrade on the machine fitted necessary hardware like powder coated steel slides, handles and lock on one side along with 3 drawers of 450mm wide with front mounted common lock. Side unit: Table top made with 25mm thick postformed particle board and all panels are 18mm thick pre-laminated particle board with exposed edges covered with PVC tape along with one drawer, open CPU shelf and a keyboard panel
Size: Main Table: 2400 x 1050 x 750mm H

15. Table Single locker Drawer (One said 3 drawer)-158

Size of the Top : 5'x3'

Made out of pre-laminated particleboard with special top surface, 3 nos. drawers on one side slides smoothly on roller bearings. Flush drawers have single key locking facility for 3 drawers.

Table legs are made out of ERW steel tube, rectangular or size 4 X 3 cm of 14 gauges. And top frame of size 3 cm. Frames welded by mig welding process. Frames are powder coated with minimum thickness of 50 microns. Tabletop is 25mm thick phenol bonded particleboard mounted on 1mm thick laminate. Top Backing sheet 0.5 mm thick to glued below the tabletop using good adhesive. All exposed edges are bonded Using EVA hot melt glue at 200°C on the machine with PVC tapes. Hardware of good quality

16. Notice board with transparent cover

External Notice Board range is a high specifications. Framed in double sided carved astra aluminum and matt silver anodized; wall fixing

Weather resistant water proof. Locking system. Transparent to view notices.

The internal finish can be correx,or magnetic.

Size 5feet width and 4feet height or 1500*1200mm

17. Demo Room student chairs-150

Specifications mentioned below Size seat depth :480-500 mm

seat width :580-500 mm

Back height foam seat :380-400mm

Student chairs are made with 25mm diameter 16 SWG M.S. Tubular frame moulded ply wood for seat and back. With moulded foam for seat and backrest. Folding type writing pad with 12mm thick plywood laminate top. colour of our choice.

Provision to keep bags beneath seat

.Note:

- 1) All The Products should be an ISO/ISI or CE Certified.
- 2) The above product should conform to applicable ISI Standards in respect of materials, welding process, tests and performance.
- 3) The above items must conform to the relevant quality and safety standards such as IEC 601-1 and BS 5724 and the Indian equivalent.
- 4) Manufacture Name should be mentioned on the Furniture & fixtures

SECTION - VII : QUALIFICATION CRITERIA

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

1. (a) The tenderer should be a manufacturer who must have manufactured, tested and supplied the equipment (s) similar to the type specified in the 'Schedule of requirements' up to at least 80% of the quantity required in any one or cumulative of the last 3 years as per Section-XII. The items offered for supply must be of the most recent models incorporating the latest improvements in design. The similar equipment should have been released and model offered should have been in satisfactory operation for at least 12 months as on date of tender opening.

[Note: For mortuary Equipment the manufacturer should have supplied, installed and commissioned satisfactorily at least 50% quantity required in any one or cumulative of the last 3 years as per Section-XII]

- (b) In case of the tenderer quoting as authorized representative of a manufacturer, meeting with the above requirement in full, can also be considered provided:
 - (i) The manufacturer furnishes authorization in the prescribed format assuring full guarantee and warranty obligations as per GCC and SCC; and
 - (ii) The tenderer as authorized dealer shall also obtain the detailed qualification criteria of the manufacturer as cited at 1 (a) above and upload the same along with his own Qualification Criteria as stipulated in 1 b (iii).
 - (iii) The tenderer, as authorized representative, has supplied, installed and commissioned satisfactorily at least 30% of the tendered quantity similar to the type specified in the Schedule of Requirements in any one or cumulative of the last three years as per Section XII A which must be in satisfactory operation for at least 12 months on the date of tender opening.

2. The tenderer should furnish the information on all past supplies and satisfactory performance for both (a) and (b) above, in proforma under Section XII by uploading all the documents.
3. The following routine test (final test) needs to be done on all products, which are ready to dispatch. The test report should be made available for inspecting authorities for random checking, if the item is not IEC certified OR IEC class not specified on the product catalogue. High voltage Test (for 5 seconds), Earth and patient leakage current test and Earth bond test.

SECTION – VIII
TENDER FORM

Date :.....

IFT No: KIMS/SUP/FURNITURE/E-TENDER/2015-16

DATED :01.02.2016

To:

Dean Cum Director
Koppal Institute of Medical Sciences ,
Hospet Road, Koppal – 583231.

Affix the photograph of the person signing the document attested by a Gazeted Officer/Notary

Gentlemen/ Ladies:

Having examined the tender documents in connection with the Supply of below Furniture & Fixtures called in this tender to your department for the year 2015-2016 called by you, I / We, the undersigned offer to supply and deliver the above said items in conformity with the terms and conditions of the tender at the rates quoted in the price bid if the contract is awarded in my / our favour.

Sl. No.	Name of the Equipment	Model / Mfg Name	Remarks
---------	-----------------------	------------------	---------

I / We understand that the quotation offered shall be valid for not more than 12 months (1 Year) from the date of award of tender. I / We undertake if our quotation is accepted, I / We will enter into contract to deliver the goods in accordance with the delivery schedule. I / We agree to abide by this tender for the specified period.

I / We undertake to deposit Security Deposit amount in accordance with the terms and conditions of the tender if our offer is accepted. I / We understand that you are not bound to accept the lowest or any quotations you may receive. 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 DD towards performance security guarantee of a bank a sum equivalent to (5%) five percent 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 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 2016.

(Signature)
(In the capacity of)

SECTION - X

IFT No: KIMS/SUP/FURNITURE/E-TENDER/2015-16

DATED :01.02.2016

PRICE SCHEDULE

Name of the Firm:

Price for each unit													
1	2	3	4	5	6	7	8	9	10	11	12	13	14
Item No.	Item description & specifications	Country of origin	Quantity of unit	Ex-factory Ex-warehouse/ Ex-showroom off the shelf	Excise duty if any	Packing & forwarding	Inland transportation Insurance and other local cost incidental to delivery	Other incidental charges	Sales and other taxes payable if contract is awarded	Unit price (a+b+c+d+e+f)	Total Price per schedule for delivery at final destinations(4x11)	Delivery period	Remarks
				(a)	(b)	(c)	(d)	(e)	(f)				
1													
2.	Rs. _____												
II.	Other costs if any on turnkey basis (Details) Rs. (Additional Accessories & Civil Works etc.) Rs. _____												
III.	Grand Total – (I+II+III) Rs. _____												

Signature of the Bidder _____

Name _____

Business Address _____

Note: In case of discrepancy between unit price and total price the unit price shall prevail. And in case of words and figures, the lowest shall be considered.

a) The bidder shall give list of spares for two years operation separately indicating description. Quantity, Unit Price and total price in the above format for those items whose scope of Supplies include spare parts as per technical Specifications. (Given in Section – VI)

PRICE SCHEDULE

Format - VIII/B

**Comprehensive Maintenance and Repairs cost for Four Years after Warranty period of
Three Years only for the items mentioned in Schedule-II
(CMC price to be quoted as per clause 4 SCC)**

A Item No.	B Brief Description of items mentioned in Schedule-II	C Quantity	D Annual Maintenance & Repair Cost for each unit after warranty period Rupees			
			D1	D2	D3	D4
			1 st Year	2 nd Year	3 rd Year	4 th Year
1						
2						
3						

Note : Comprehensive Maintenance and Repairs cost for Four Years after Warranty period of Three Years should be quoted only for the items mentioned in Schedule-II

Place:

Signature of Tenderer

Date:

Name _____

Note: To be submitted as part of financial bid (Second Cover) as in attachment provided in the e-procurement portal.

SECTION-IX DETAILS OF EARNEST MONEY DEPOSITED

From: (Tenderer)

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

To:

Dean Cum Director,
Koppal Institute of Medical Sciences ,
Hyderabad Road, Koppal – 583231.

Sir,

1. We have deposited Earnest Money Deposit of Rs.....
(Rupees..... only) at ICICI Bank to central pooling account of Government of Karnataka, the details of which are as follows:
 1. ICICI Bank (Name of the branch)
 2. Method of remittance and its details
 3. DD for Rs. bearing no. of

2. We agree that the EMD may be forfeited by the purchaser if we:
 - (a) Withdraw our tender during the period of tender validity specified by us in the Tender Form (Section VIII);
 - (b) Do not accept the correction of the Tender Price Pursuant to Clause 22.2 of I.T.T
 - (c) Do not sign the Agreement within the specified time limit in case we are successful and notification of award has been communicated;
 - (d) Do not furnish the required Performance Security deposit as required ITT Clause 31.

Name of Tenderer

SECTION - X: CONTRACT FORM

THIS AGREEMENT made on theday of..... 2016 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
 Figure)*, 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 uploaded 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 will be supplied/ provided by the Supplier are as under:

SL. NO.	BRIEF DESCRIPTION OF ITEMS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	Total Price	Sales tax if any	Grand Total	DELIVERY TERMS

TOTAL VALUE:

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 FORM

To:

**Dean Cum Director,
Koppal Institute of Medical Sciences ,
Hospet Road, Koppal – 583231.**

WHEREAS..... (Name of Supplier) hereinafter called "the Supplier" has undertaken, in pursuance of Contract No..... dated, / / to supply of(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 Demand Draft as Performance Security by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

WE have hereby enclosed Demand Draft for total amount of.....(Amount of the Demand Draft Words and Figures) and we undertake to permit you to encash the Demand Draft on default under the Contract and without cavil or argument, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Performance Security is valid until theday of.....2016 (Warranty period + CMC period + 60 days).

Signature &Name of the bidder

Date.....2016

Address:

.....
.....

SECTION - XI / A

COMPREHENSIVE MAINTENANCE SECURITY BANK GUARANTEE FORM

(To be stamped in accordance with Stamp Act if any, of the Country of the Issuing Bank)

Bank Guarantee No.:

Date: .../.../.....

To:
..... (Name of the Purchaser)

Whereas..... (Name of the Purchaser) hereinafter called "the Supplier" has undertaken, in pursuance of contract No..... dated..... 2016 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 recognised Bank for the sum specified therein as security for compliance with the Supplier's performance obligations under the contract for Annual Maintenance and Repairs (comprehensive) of the entire system including cost of spares after warranty period of 3 years for next four years. AND it has been agreed that the Supplier gives a Guarantee.

THEREFORE WE hereby affirm that we are Guarantors and responsible to you on behalf of the Supplier, up to a total of Rs..... (Amount of guarantee in words and figures) being 2.5% of the total cost of equipment and we undertake to pay 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 Rs (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until day of 2016.

Signature and Seal of Guarantors

.....
.....

Date: 2016.

NOTE:

1. SUPPLIERS SHOULD ENSURE THAT SEAL AND CODE No. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE UPLOADING OF THE BANK GUARANTEES.

SECTION –XII
(Please refer Section VII Para 1(a))

**Proforma for Qualification Criteria for the manufacturer to the extent of 80%
in any one of the last three years**

IFT No: KIMS/SUP/FURNITURE/E-TENDER/2015-16

DATED :01.02.2016

Name of the Manufacturer:

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
1	2	3	4	5	6

Note: 1. The manufacturer should furnish the information in the above said format for having supplied 80% of the requirement and the relevant order copies.

-
- Original certificates issued recently should be uploaded.

Signature and Seal of the Tenderer:

SECTION –XII A
(Please refer Section VII of 1(b)-iii)

Proforma for Qualification Criteria for the Authorized Agents to the extent of 30% in any one of the last three years

IFT No: KIMS/SUP/FURNITURE/E-TENDER/2015-16

DATED :01.02.2016

Name of the Authorized Agent:

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) *
1	2	3	4	5	6	7

Note : 1.The Authorized Agent should furnish the information in the above said format for having supplied 30% of the requirement and the relevant order copies shall also be uploaded along with Users Satisfactory Certificate.

-
- Original certificates issued recently should be uploaded.

Signature and Seal of the Tenderer:

SECTION - XIII

MANUFACTURERS' AUTHORIZATION FORM

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

No.

Date:

To

Dear Sir:

IFT No: KIMS/SUP/FURNITURE/E-TENDER/2015-16

DATED :01.02.2016

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

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

Yours faithfully,

(Name)

(Name of manufacturers)

Note: 1. This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Tenderer in its tender.

2. This letter of authority should be issued to only one agent irrespective of models for this particular IFT. If it is found that letter of authority issued to more than one firm, all the bids for which the authorization is given will be considered Non responsive.

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

IFT No: KIMS/SUP/FURNITURE/E-TENDER/2015-16

DATED :01.02.2016

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
 - 8.1 Normal
 - 8.2 Maximum
9. Details of arrangement for quality control of products such as laboratory, testing equipment etc.
10. Details of staff:
 - 10.1 Details of technical supervisory staff in charge of production & quality control.
 - 10.2 Skilled labour employed.
 - 10.3 Unskilled labour employed.
 - 10.4 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 uploaded 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 - Document Verification Check list

Tender No. IFT No: KIMS/SUP/FURNITURE/E-TENDER/2015-16 DATED :01.02.2016			
To be uploaded by the bidder with page numbers as per the tender document requirement in the following pattern			
Sl. No.	Details	Uploaded	Page No.
1	List of Items Quoted (Schedule Wise)		
2	EMD details		
3	VAT registration No.		
4	Sales tax / VAT clearance certificate for the Three Years		
5	Annual Turnover for the Three Year		
6	Balance Sheet for the Three Years		
7	Profit and Loss account statement for the three years		
8	Certificate of Incorporation		
9	Tender offer form		
10	Self Declaration		
11	Attested copy of SSI issued by Industrial Commerce Department Government of Karnataka		
12	Import License (if quoted for imported goods)		
13	Manufacturing License of Manufacturer		
14	Authorization by Manufacturer		
15	80% Performance Statement		
16	Proof of 80% performance (Supply orders copies)		
17	30% Performance statement		
18	Proof of 30% performance (Supply orders copies)		
19	Equipment & Quality control certificate		
20	Original Technical Specification information literatures / Brouchers		
21	Technical Compliance statements with deviations		
22	Valid ISO and CE Certificates and any other certificates required as per the tender document		
23	Documentary evidence for having service centers in karnataka.		
24	Solvency Certificate for Rs.50,00,000/- issued in favour of Director KIMS, Koppal		

Note: Any other documents required as mentioned in the tender document to be uploaded apart from the above list.

ANNEXURE – I

SALES TAX CLEARANCE CERTIFICATE

This is to certify that M/swho is a registered dealer under VAT Act with regarding having VAT TIN NO.....& CST TIN NO.has fixed Sales Tax return and tax cleared for the year 2012-13, 2013-14 and 2014-15 i.e., for 31-03-2013, 31-03-2014 & 31-03-2015 and no dues are outstanding for the said period.

**Signature & Seal
of the Commercial Tax Authority.**

ANNEXURE -II

Annual Turnover Statement

The Annual Turnover of M/s. _____

for the past three years are given below and certified that the statement is true and correct.

Sl.No.	Financial years	Turnover_in Lakhs (Rs)
	2012 – 2013 (31-03-2013)	-
	2013- 2014 (31-03-2014)	-
	2014 – 2015 (31-03-2015)	-
		Total - Rs. _____ Lakhs.

Date:

Seal:

Signature of Chartered Accountant

(Name in Capital)

Annexure -III

List of ICICI Bank Branches

**THE LIST OF ICICI BANKS BRNCHEs VIEWED IN
E-PORTAL WEB SITE (www.eproc.karnataka.gov.in)**