

GOVERNMENT OF KARNATAKA

(Name of organization)

(Address)

Telephones: _____

Fax: _____

TENDERS FOR
THE SUPPLY OF _____ GOODS/EQUIPMENT

TENDER REFERENCE :

DATE OF COMMENCEMENT OF
SALE OF TENDER DOCUMENT :

LAST DATE FOR SALE OF
TENDER DOCUMENT :

* LAST DATE AND TIME FOR
RECEIPT OF TENDERS :

TIME AND DATE OF OPENING
OF TENDERS :

PLACE OF OPENING OF TENDERS :

ADDRESS FOR COMMUNICATION :

* *Should be the same as for the deadline for receipt of tenders or promptly thereafter*

TENDERS FOR
THE SUPPLY OF ——— GOODS/EQUIPMENT

SECTION I. INVITATION FOR TENDERS (IFT)

Date :

IFT No. :

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

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

3. Tender documents (and additional copies) may be purchased from the office of.....
..... fromto....., during office hours, for a non-refundable fee (two sets) of Rs.....
(Rupees), in the form of cash or Demand Draft/Pay Order on any Nationalized/ Scheduled bank payable at..... in favour of..... Interested tenderers may obtain further information at the same address. Tender documents requested by mail will be dispatched by registered/speed post on payment of an extra amount of Rs..... The will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.

4. Tenders must be accompanied by earnest money deposit of the amount specified in the tender document, drawn in favour of..... Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for 45 days **beyond** the validity of the tender.

5. Tenders must be delivered to..... on or before..... hours on
(date) and will be opened on the same day at..... hours, 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 receipt of the tenders as specified, the tenders will be received and opened on the next working day at the same time and venue.

6. Other details can be seen in the tender documents.

SECTION II: INSTRUCTIONS TO TENDERERS

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SECTION II: INSTRUCTIONS TO TENDERERS

A. Introduction

1. Eligible Tenderers

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

B. The Tender Documents

2. Contents of Tender Documents

- 2.1 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;
- (e) Technical Specifications;
- (f) Tender Form and Price Schedules;
- (g) Earnest money deposit Form;
- (h) Contract Form;
- (i) Performance Security Form;
- (k) Manufacturer's Authorization/Guarantee Form

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

3. Amendment of Tender Documents

- 3.1 At any time prior to the deadline for submission of tenders, the Purchaser may, for any reason, whether at its own initiative or otherwise, modify the tender documents by amendment.
- 3.2 All prospective tenderers who have received the tender documents will be notified of the amendment in writing or by cable or by fax, and will be binding on them.
- 3.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Purchaser, at its discretion, may extend the deadline for the submission of tenders.

C. Preparation of Tenders

4. Language of Tender

- 4.1 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 Kannada 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 Kannada language in which case, for purposes of interpretation of the Tender, the translation shall govern.

5. Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with ITT Clauses 6, 7 and 8;

- (b) Documentary evidence established in accordance with ITT Clause 9 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 10 that the goods and ancillary services to be supplied by the Tenderer conform to the tender documents; and
- (d) Earnest money deposit furnished in accordance with ITT Clause 11.

6. Tender Form

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

7. Tender Prices

- 7.1 The Tenderer shall indicate on the Price Schedule the unit prices and total tender prices of the goods it proposes to supply under the Contract. To this end, the tenderers are allowed the option to submit the tenders for any one or more schedules specified in the 'Schedule of Requirements' and to offer discounts for combined schedules. However, tenderers shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award

- 7.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (i) the price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable
 - a. on components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or
 - b. on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.
- (ii) any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;
- (iii) the price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and
- (iv) the price of other incidental services listed in Clause 4 of the Special Conditions of Contract

- 7.3 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 19.

8. Tender Currency

- 8.1 Prices shall be quoted in Indian Rupees:

9. Documents Establishing Tenderer's Eligibility and Qualifications

- 9.1 Pursuant to ITT Clause 5, 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

- 9.2 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 goods under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized (as per authorization form in Section XIII) by the goods' Manufacturer or producer to supply the goods in India or is a Authorized Dealer of the Goods.
(The item or items for which Manufacturer's Authorization is required should be specified)

- (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.

10. Documents Establishing Goods' Conformity to Tender Documents

- 10.1 Pursuant to ITB Clause 5, the Tenderer shall furnish, as part of its tender, documents establishing the conformity to the tender documents of all goods and services which the tenderer proposes to supply under the contract..
- 10.2 The documentary evidence of conformity of the goods and services to the tender documents may be in the form of literature, drawings and data, and shall consist of :
 - (a) A detailed description of the essential technical and performance characteristics of the goods ;
 - (b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the use of the goods by the Purchaser;

11. Earnest Money Deposit

- 11.1 Pursuant to ITT Clause 5, the Tenderer shall furnish, as part of its tender, earnest money deposit in the amount as specified in Section-V - Schedule of Requirements.
- 11.2 The earnest money deposit is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 11.7.
- 11.3 The earnest money deposit shall be denominated in Indian Rupees and shall:
 - (a) at the tenderer's option, be in the form of either a certified check, pay order, a demand draft, from a nationalized/Scheduled Bank located in India; specified small savings instruments; and
 - (b) remain valid for a period of 45 days beyond the original validity period of tenders, or beyond any period of extension subsequently requested under ITT Clause 12.2.
- 11.4 Any tender not secured in accordance with ITT Clauses 11.1 and 11.3 above (unless the category of tenderer has been specifically exempted by the Government) will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 19.
- 11.5 Unsuccessful Tenderer's tender securities will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of tender validity prescribed by the Purchaser, pursuant to ITT Clause 12.
- 11.6 The successful Tenderer's earnest money deposit will be discharged upon the Tenderer signing the Contract, pursuant to ITT Clause 26, and furnishing the performance security, pursuant to ITT Clause 27.
- 11.7 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
 - (ii) does not accept the correction of errors pursuant to ITT Clause 19.3; or
 - (b) in case of a successful Tenderer, if the Tenderer fails:
 - (i) to sign the Contract in accordance with ITT Clause 26; or
 - (ii) to furnish performance security in accordance with ITT Clause 27.

12. Period of Validity of Tenders

- 12.1 Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITB Clause 15. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 12.2 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 fax). The earnest money deposit provided under ITT Clause 11 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

13. Format and Signing of Tender

- 13.1 The Tenderer shall prepare two copies of the tender, clearly marking each "Original Tender" and "Copy Tender", as appropriate. In the event of any discrepancy between them, the original shall govern.
- 13.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to bind the tenderer to the Contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 13.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the tender.

D. Submission of Tenders

14. Sealing and Marking of Tenders

- 14.1 The Tenderers shall seal the original and each copy of the tender in separate inner envelopes, duly marking the envelopes as "original" and "copy". He shall then place all the inner envelopes in an outer envelope.
- 14.2 The inner and outer envelopes shall:
- (a) be addressed to the Purchaser at the following address:

 - (b) bear the Project Name, the Invitation for Tenders (IFT) title and number, and a statement "Do not open before —— hours on ——."
- 14.3 The inner envelopes shall also indicate the name and address of the Tenderer to enable the tender to be returned unopened in case it is declared "late".
- 14.4 If the outer envelope is not sealed and marked as required by ITT Clause 14.2, the Purchaser will assume no responsibility for the tender's misplacement or premature opening.
- 14.5 Cable or facsimile tenders will be rejected.

15. Deadline for Submission of Tenders

- 15.1 Tenders must be received by the Purchaser at the address specified under ITT Clause 14.2 (a) no later than the time and date specified in the Invitation for Tenders (Section I). In the event of the specified date for the

submission of Tenders being declared a holiday for the Purchaser, the Tenders will be received upto the appointed time on the next working day.

- 15.2 The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITT Clause 3, 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.

16. Late Tenders

- 16.1 Any tender received by the Purchaser after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITT Clause 15, will be rejected and/or returned unopened to the Tenderer.

17. Modification and Withdrawal of Tenders

- 17.1 The Tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of tenders.
- 17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITT Clause 14. A withdrawal notice may also be sent by telex or cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of tenders.
- 17.3 No tender may be modified subsequent to the deadline for submission of tenders.
- 17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its earnest money deposit, pursuant to ITT Clause 11.7.

E. Tender Opening and Evaluation of Tenders

18. Opening of Tenders by the Purchaser

- 18.1 The Purchaser will open all tenders, in the presence of Tenderers' representatives who choose to attend, at —— hours on —— and in the following location:

The Tenderers' representatives who are present 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.

- 18.2 The Tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No tender shall be rejected at tender opening, except for late tenders, which shall be returned unopened to the Tenderer pursuant to ITT Clause 16.
- 18.3 Tenders (and modifications sent pursuant to ITT Clause 17.2) that are not opened and read out at tender opening shall not be considered further for evaluation, irrespective of the circumstances.
- 18.4 The Purchaser will prepare minutes of the tender opening.

19. Preliminary Examination

- 19.1 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/Authorized Dealers, without proper authorization from the manufacturer as per Section XIII, shall be treated as non-responsive.

- 19.2 Where the Tenderer has quoted for more than one schedule, if the earnest money deposit furnished is inadequate for all the schedules, the Purchaser shall take the price tender into account only to the extent the tender is secured. For this purpose, the extent to which the tender is secured shall be determined by evaluating the requirement of earnest money deposit to be furnished for the schedule included in the tender (offer) in the serial order of the Schedule of Requirements of the Tender document.
- 19.3 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 earnest money deposit may be forfeited.
- 19.4 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.
- 19.5 Prior to the detailed evaluation, pursuant to ITT Clause 20, 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 4). Warranty (GCC Clause 12), Applicable law (GCC Clause 19), and Taxes & Duties (GCC Clause 21) 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.
- 19.6 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.

20. Evaluation and Comparison of Tenders

- 20.1 The Purchaser will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 7 for each schedule separately. No tender will be considered if the complete requirements covered in the schedule is not included in the tender. However, as stated in ITT Clause 7, Tenderers are allowed the option to tender for any one or more schedules and to offer discounts for combined schedules. These discounts will be taken into account in the evaluation of the tenders so as to determine the tender or combination of tenders offering the lowest evaluated cost for the Purchaser in deciding award(s) for each schedule.
- 20.2 The Purchaser's evaluation of a tender will take into account in the case of goods manufactured in India or goods of foreign origin already located in India, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Tenderer;
- 20.3 The Purchaser's evaluation of a tender will take into account, in addition to the tender price (Ex-factory/ex-warehouse/off-the-shelf price of the goods, 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 20.4 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) the cost of components, mandatory spare parts and service;
- 20.4 Pursuant to ITT Clause 20.3, one or more of the following evaluation methods will be applied:

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

- (i) Inland transportation, insurance and other incidentals for delivery of goods to the final destination as stated in ITT Clause 7.2 (iii).

The above costs will be added to the tender price.

(b) *Cost of Components, mandatory Spare Parts and Services:*

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

F. Award of Contract

21. Postqualification

- 21.1 The Purchaser will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 9.2 (b) and is qualified to perform the contract satisfactorily.
- 21.2 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 submitted by the Tenderer, pursuant to ITT Clause 9, as well as such other information as the Purchaser deems necessary and appropriate.
- 21.3 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.

22. Award Criteria

- 22.1 Subject to ITT Clause 24, 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.

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

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

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

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

25. Notification of Award

- 25.1 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.
- 25.2 The notification of award will constitute the formation of the Contract.

25.3 Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 27, the Purchaser will promptly notify the name of the winning Tenderer to each unsuccessful Tenderer and will discharge its earnest money deposit, pursuant to ITT Clause 11.

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

26. Signing of Contract

26.1 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.

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

27. Performance Security

27.1 Within 21 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.

27.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 26.2 or ITT Clause 27.1 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.

SECTION III: GENERAL CONDITIONS OF CONTRACT
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SECTION III: GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

1. Definitions

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

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

2. Application

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

3. Standards

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

4. Performance Security

4.1 Within 21 days of receipt of the notification of contract award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 5% of the Contract Value, valid up to 60 days after the date of completion of performance obligations including Warranty obligations. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the initial Warranty period.

- 4.2 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.
- 4.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
- (a) A Bank guarantee, issued by a nationalized/scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser; or
 - (b) A cashier's check or Banker's certified check, or crossed demand draft or pay order drawn in favour of the Purchaser.; or
 - (c) Specified small savings instruments duly pledged to the Purchaser.
- 4.4 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.
- 4.5 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.

5. Inspections and Tests

- 5.1 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.
- 5.2 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.
- 5.3 Nothing in GCC Clause 5 shall in any way release the Supplier from any warranty or other obligations under this Contract.

6. Packing

- 6.1 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.

7. Delivery and Documents

- 7.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award along with supporting documents.

8. Insurance

- 8.1 The Goods supplied under the Contract shall be fully insured against loss or damage during transportation, storage and delivery. .

9. Transportation

- 9.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the State defined as Project site, transport to such place of destination in State 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

10. Incidental Services

- 10.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.
- 10.2 Prices charged by the Supplier for incidental services, shall be included in the Contract Price for the Goods.

11. Spare Parts

- 11.1 As specified in the SCC, the Supplier may be required to provide , notifications, and information pertaining to spare parts manufactured or distributed by the Supplier, 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
- 11.2 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.

12. Warranty

- 12.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship 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 State.
- 12.2 This warranty shall remain valid for hours of operation or 12months 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 18 months after the date of shipment from the place of loading whichever period concludes earlier.

13. Payment

- 13.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.
- 13.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 7, and upon fulfillment of other obligations stipulated in the contract.
- 13.3 Payments shall be made promptly by the Purchaser but in no case later than sixty (90) days after submission of the invoice or claim by the Supplier.
- 13.4 Payment shall be made in Indian Rupees.

14. Prices

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

15. Contract Amendments

15.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

16. Delays in the Supplier's Performance

16.1 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.

16.2 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.

16.3 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 17, unless an extension of time is agreed upon pursuant to GCC Clause 16.2 without the application of liquidated damages.

17. Liquidated Damages

17.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 18.

18. Termination for Default

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

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 16; 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.

18.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 18.1, 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.

19. Applicable Law

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

20. Notices

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

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

21. Taxes and Duties

21.1 Suppliers shall be entirely responsible for all taxes (including Sales tax), duties, 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>	<u>Page Number</u>
1.	Definitions (GCC Clause 1)	19
2.	Inspection and Tests (GCC Clause 5)	19
3.	Delivery and Documents (GCC Clause 7)	19
4.	Incidental Services (GCC Clause 10)	19
5.	Payment (GCC Clause 13)	19
6.	Notices (GCC Clause 20)	20

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

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

1. Definitions (GCC Clause 1)

- (a) The Purchaser is
- (b) The Supplier is

2. Inspection and Tests (GCC Clause 5)

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

3. Delivery and Documents (GCC Clause 7)

Upon delivery of the Goods, the supplier shall furnish to the Purchaser the following documents:

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

4. Incidental Services (GCC Clause 10)

The following services covered under Clause 10 shall be furnished and the cost shall be included in the contract price:

5. Payment (GCC Clause 13)

- (i) *On Delivery:* Eighty percent of the contract price shall be paid on receipt of Goods and establishing that the supplied goods broadly conform to the number and specifications of the ordered goods, and further upon submission of the documents specified in SCC Clause 3 above; and

- (ii) *On Final Acceptance*: the remaining twenty percent of the Contract Price shall be paid to the supplier within 30 days after the date of the acceptance certificate issued by the Purchaser's representative for the respective delivery

6. **Notices (Clause 20)**

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

Purchaser:

.....

.....

.....

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

.....

.....

.....

.....

SECTION V: SCHEDULE OF REQUIREMENTS

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

Part - I

<u>Serial Number</u>	<u>Brief Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Delivery Schedule</u>	<u>EMD in Rupees</u>
	<u>Schedule I</u>			Delivery in _____ weeks/ months from _____ * at destination (project site)	
	<u>Schedule II</u>				

Part – II (Incidental Services) **

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

** Specify the required Incidental Services.

SECTION VI - TECHNICAL SPECIFICATIONS

[Notes:*

1. *Text of Technical specifications to be inserted in the Tender Documents by the Purchaser, as applicable.*
2. *The Specifications should be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performances of the goods to be procured. Minimum Functional Specifications should be specified. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of tenders be ensured, and the subsequent task of tender evaluation facilitated.*
3. *Where ever the goods are covered by Bureau of Indian Standards, the reference to the Standards should be given.*
4. *Reference to brand name and Catalogue number should be avoided as far as possible; where unavoidable, they should be followed by the words "or at least equivalent"]*

* Delete the Notes in the final document.

SECTION VII : QUALIFICATION CRITERIA

(Referred to in Clause 9.2 (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%¹ of the quantity required in any one of the last 3 years. The equipments offered for supply must be of the most recent series models incorporating the latest improvements in design. The models should have been released on or after² and be in satisfactory operation for³ months as on date of tender opening.
- (b) Tenders of tenderers quoting as authorized representative/dealer 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 representative/dealer, has supplied, installed and commissioned satisfactorily at least%⁴ of the quantity similar to the type specified in the Schedule of Requirements in any one of the last three years which must be in satisfactory operation for at least⁵ 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.

¹ Indicate the percentage as considered appropriate - usually not less than 80% of the requirement.

² Indicate year of model as appropriate.

³ Specify appropriate period.

⁴ Indicate the percentage as considered appropriate -usually not less than 30% of requirement.

⁵ Specify appropriate period.

SECTION VIII: TENDER FORM

Date :.....

IFT No :.....

TO: (Name and address of purchaser)

Gentlemen and/or Ladies :

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

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

If our tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 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 12.1 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 19

(signature)

(in the capacity of)

Duly authorized to sign Tender for and on behalf of

PRICE SCHEDULE

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

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

Total tender price in Rs (Words).....

.....

Signature of Tenderer

Name and address:

SECTION X: CONTRACT FORM

THIS AGREEMENT made theday of....., 20... Between (*Name of purchaser*) of (*Country of Purchaser*) (hereinafter called "the Purchaser") of the one part and (*Name of Supplier*) of (*City and Country of Supplier*) (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., (*Brief Description of Goods and Services*) and has accepted a tender by the Supplier for the supply of those goods and services in the sum of (*Contract Price in Words and Figures*) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said (For the Purchaser)

in the presence of:.....

Signed, Sealed and Delivered by the

said (For the Supplier)

in the presence of:.....

SECTION XI. PERFORMANCE SECURITY FORM

To: _____ (Name of Purchaser)

WHEREAS _____ (Name of Supplier)
hereinafter called "the Supplier" has undertaken , in pursuance of Contract No..... dated,..... 20... to
supply.....(Description of Goods and Services) hereinafter called "the
Contract".

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a
total of (Amount of the Guarantee in Words and Figures) and we
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 (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 theday of.....20.....

Signature and Seal of Guarantors

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

Date.....20....

Address:.....

.....
.....

SECTION XIII:- MANUFACTURERS' AUTHORIZATION FORM*

(Please see Clause 9.2 (a) of Instructions to Tenderers)

No. _____ dated

To

Dear Sir:

IFT No.

We _____ who are established and reputable manufacturers of _____ (*name and description of goods offered*) having factories at _____ (*address of factory*) do state that:

- (a) M/s _____ (*Name and address of Agent*) is hereby authorized to submit a tender, and sign the contract with you for the goods manufactured by us against the above IFT; **OR**
- (b) M/s -----(*Name and address of the Authorized Dealer*) is our accredited/authorized Dealer

We hereby extend our full guarantee and warranty as per Clause 12 of the General Conditions of Contract for the goods and services offered for supply by the above firm against this IFT.

Yours faithfully,

(Name)

(Name of manufacturers)

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

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