

GOVERNMENT OF KARNATAKA



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TENDERS FOR THE SUPPLY OF 'Handheld ED-XRF Analyzer' to Dept. of
CHEMISTRY under VGST-CESEM Project

Sl. No.	Task	Time
01	Date of publishing Tender Document on e-Procurement Platform	19/08/2020
02	Tender Notification reference number and Date	RCUB/2020-21/IND181
03	Last date and time for tender Queries/ Clarification	31/08/2020 Till 04:00 P.M
04	Last date for uploading the filled Tender document	02/09/2020 Till 04:00 P.M
05	Time and Date of opening of Technical Bids	04/09/2020 11:30 A.M
06	Time and Date of opening of Financial Bids	07/09/2020 12:30 P.M
07	EMD (Earnest Money Deposit)	Rs. 40,000/- (Forty thousand only)
08	Place of opening Technical Bid and address for communication	Registrar Rani Channamma University Vidya Sangam, Belagavi -591156. Karnataka. India. Telephone: 0831-2565203/242

TENDERS FOR THE SUPPLY OF Handheld ED-X-ray Fluorescence (XRF) Analyzer
(GOODS)

SECTION I. INVITATION FOR TENDERS (IFT)

Date:

IFT No.:

1. The Registrar, Rani Channamma University, Belagavi (Purchaser) invites tenders from eligible bidders for the supply of the **Handheld ED-XRF Analyzer** with quantities listed below:

Sl. No	Item	Quantity	Approximate amount
1	Handheld ED-XRF Analyzer	01	Including admissible Tax/ Custom duty [RCU has a DSIR Certificate for exemption of Custom duty / Central excise Payment may be done through Letter of Credit or any other suitable mode as per RCU norms Bidder can quote in the Foreign Currency [Multi-currency option is available]
Grand Total			

2. The tenders may submit tenders for all of the **Handheld ED-XRF Analyzer** given above. Tenders are advised to note the qualification criteria specified in Section VII to qualify for award of the contract.
3. Tender documents may be downloaded from Government of Karnataka e- Procurement website <https://eproc.karnataka.gov.in> under login for suppliers. After login to suppliers, please scroll down to the right-side bottom to see list of tenders. The Tender can be downloaded in the Portal as per the prescribed date and time published in the Portal. Only interested Bidders who wish to participate shall remit online transaction fee for the Tender after registering in the Portal. The transaction Fee is non-refundable.
4. Prospective Bidders must submit Technical Bid and Financial Bid for **Handheld ED-XRF Analyzer**. Bidders, who wish to participate in this tender, need to pay Earnest Money Deposit (EMD) as mentioned below for the following items.

Sl. No	Item	Quantity	EMD
1	Handheld ED-XRF Analyzer	01	Rs. 40,000/-

This shall be paid online through e-Procurement Portal using any of the following Payment Modes:

- i. Credit Card
- ii. Direct debiting
- iii. National Electronic Fund Transfer (NEFT), and
- iv. Over the Counter (OTC).

The Bidder shall ensure the credit of Tender processing fee and EMD in a single Transaction payment in the respective receiving bank accounts of e-procurement on or before last date of Bid submission. In any case if the bidder makes entire payment in multiple parts, Bid is liable for rejection. The Earnest Money Deposit (EMD) of the unsuccessful Bidders will be refunded within a reasonable period of time without any interest. The EMD deposited by the successful Bidder will be retained towards Security Deposit for the fulfillment of the contract but shall be forfeited if the successful Bidder fails to fulfill the obligation as per the Tender norms.

5. Bids must be electronically submitted (online through Internet) within the date and time published in e-Procurement Portal. Technical and Commercial Bid covers of the Bidders will be opened at the prescribed time and date as mentioned.
6. Bid Processing Fee: Each Bidder shall pay bid processing fee through any of the four e-Payment options, namely:

- i. Credit Card,
- ii. Direct debiting,
- iii. National Electronic Fund Transfer (NEFT), and
- iv. Over the Counter (OTC).

The payments submitted through cheque or demand draft or in any other forms shall not be accepted. For further details regarding e-Payment, e-Procurement etc., the website- <https://eproc.karnataka.gov.in> may be referred.

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

SECTION II: INSTRUCTIONS TO TENDERSS

TABLE OF CLAUSES

Clause No.	Topic Number	Page No.
A. Introduction		
1.	Eligible Tenderer	4
B. Tender Documents		
2.	Contents of Tender Documents	4
3.	Amendment of Tender Documents	4
C. Preparation of Tenders		
4.	Language of Tender	5
5.	Documents Comprising the Tender	5
6..	Tender Form	5
7.	Tender Prices	5
8.	Tender Currency	6
9.	Documents Establishing Tender's Qualifications	6
10.	Documents Establishing Goods Conformity to Tender Documents	7
11.	Earnest Money Deposit	7
12.	Period of Validity of Tenders	8
13.	Format and Signing of Tender	8
D. Submission of Tenders		
14	Sealing and Marking of Tenders	9
15	Deadline for submission of Tenders	9
16.	Late Tenders	10
17	Modification and Withdrawal of Tenders	10
E. Tender Opening and Evaluation of Tenders		
18	Opening of Tenders by the Purchaser	10
19	Preliminary Examination	11
20	Evaluation and Comparison of Tenders	12
F. Award of Contract		
21	Post-qualification	13
22	Award Criteria	13
23	Purchaser's Right to Vary Quantities at Time of Award	14
24	Purchaser's Right to Accept any Tender and to Reject any or all Tenders	14
25	Notification of Award	14
26	Signing of Contract	14
27	Performance Security	15

SECTION II: INSTRUCTIONS TO TENDERSS

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;
- (j) Manufacturer's Authorization/Guarantee Form

2.2 The Tenders 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 Tender'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 Tenders 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 Tenders 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 Tenders, as well as all correspondence and documents relating to the tender exchanged by the Tenders and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Tenders may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language (if necessary) 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 Tenders 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 Tenders 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 Tenders conform to the tender documents; and
- (d) Earnest money deposit furnished in accordance with ITT Clause 11.

6. Tender Form

6.1 The Tenders 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 Tenders 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 Tenders 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, Tenders 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 Tenders shall be fixed during the Tender'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 **any Currency** (Multi-currency option is activated in the e-ported)

9. Documents Establishing Tenders Eligibility and Qualifications

9.1 Pursuant to ITT Clause 5, the Tenders shall furnish, as part of its Tender, documents establishing the Tender's eligibility to tender and its qualifications to perform the Contract if its tender is accepted

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

- (a) **Handheld ED-XRF Analyzer** should be from a single manufacturer. Tenders from agents offering supplies from different manufacturers for these items of the schedule in the tender will be treated as non-responsive.
- (b) that, in the case of a Tenders offering to supply goods under the contract which the Tenders did not manufacture or otherwise produce, the Tenders 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 an Authorized Dealer of the Goods. (The item or items for which Manufacturer's Authorization is required should be specified)

- (c) that the Tenders 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 Tenders shall furnish, as part of its tender, documents establishing the conformity to the tender documents of all goods and services which the Tenders 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 Tenders 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 Tenders conduct which would warrant the security's forfeiture, pursuant to ITB Clause 11.7.

11.3 The EMD shall be denominated in Indian Rupees and shall:

- (a) 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 Tenders has been specifically exempted by the Government) will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 19.

11.5 Unsuccessful Tenders 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 Tenders EMD will be discharged upon the Tenders 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 Tenders

(i) withdraws its tender during the period of tender validity specified by the Tenders 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 Tenders, if the Tenders 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 Tenders 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. Tenders may refuse the request without forfeiting its earnest money deposit. Tenders granting the request will not be required nor permitted to modify its tender.

13. Format and Signing of Tender

13.1 The Tenders 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 Tenders or a person or persons duly authorized to bind the Tenders 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 Tenders 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:
Registrar, Rani Channamma University, Vidya Sangam, PB NH-4
Belagavi 591 156, Karnataka, India.
 - (b) Bear the Project Name, the Invitation for Tenders (IFT) title and number, and a statement "Do not open before 04-09-2020 hours on 11:30 am"
- 14.3 The inner envelopes shall also indicate the name and address of the Tenders 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 D). In the event of the specified date for the submission of Tenders being declared a holiday for the Purchaser, the Tenders will be received up to 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 Tenders 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 Tenders.

17. Modification and Withdrawal of Tenders

- 17.1 The Tenders 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 Tenders 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 Tenders on the Tender Form. Withdrawal of a tender during this interval may result in the Tenders 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 11:30 am hours on 04-09-2020 and in the following location:

The Tenders 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 Tenders 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 Tenders 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 Tenders 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 Tenders.
- 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 Tenders 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, Tenders 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 Tenders;

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. Post qualification

- 21.1 The Purchaser will determine to its satisfaction whether the Tenders 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 Tenderers financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderers qualifications submitted by the Tenders, 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 Tenders. A negative determination will result in rejection of the Tenderers tender, in which event the Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Tenderers 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 Tenders whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenders 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 Tenders or Tenderers.

25. Notification of Award

- 25.1 Prior to the expiration of the period of tender validity, the Purchaser will notify the successful Tenders 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 Tenderers furnishing of performance security pursuant to ITT Clause 27, the Purchaser will promptly notify the name of the winning Tenders to each unsuccessful Tenders and will discharge its earnest money deposit, pursuant to ITT Clause 11.
- 25.4 If, after notification of award, a Tenders 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 Tenders.

26. Signing of Contract

- 26.1 At the same time as the Purchaser notifies the successful Tenders that its tender has been accepted, the Purchaser will send the Tenders 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 Tenders 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 Tenders 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 Tenders 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 Tenders or call for new tenders.

SECTION III: GENERAL CONDITIONS OF CONTRACT
TABLE OF CLAUSES

Clause No.	Topic	Page No.
1.	Definitions	16
2.	Application	16
3.	Standards	17
4.	Performance Security	17
5.	Inspection and Tests	17
6.	Packing	18
7.	Delivery and Documents	18
8.	Insurance	18
9.	Transportation	18
10.	Incidental Services	18
11.	Spare Parts	19
12.	Warranty	19
13.	Payment	19
14.	Prices	20
15.	Contract Amendments	20
16.	Delays in Supplier's Performance	20
17.	Liquidated Damages	20
18.	Termination for Default	21
19.	Applicable Law	21
20.	Notices	21
21.	Taxes and Duties	22

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 **5.00** PM hours of operation or 12 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 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

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;
- (ii) One Original and two Copies of packing list identifying the contents of each package;
- (iii) Insurance Certificate;
- (iv) Manufacturer's/Supplier's warranty certificate;
- (v) 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

Sl. No.	Brief Description	Unit	Quantity	Delivery Schedule	EMD
01	Handheld ED-XRF Analyzer	01	01	Within 90 days after establishing <i>Letter of Credit</i> (LC) from the payee Bank or any other mode of payment as per RCU norms	Rs. 40,000/-

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 of ‘Handheld ED-XRF Analyzer’

Technical specifications for ‘**Hand-held Energy Dispersive X-ray fluorescence (XRF) Analyzer**’ under VGST-CESEM Project (Dept of Chemistry, RCU).

Parameters	Specifications
Weight	About 1.5 kg with battery back-up.
Excitation Source	X-Ray Tube: Rh/Ag anode (Min. 5W) and adjustable current for optimal sensitivity on every analysis.
Voltage	As per the standard requirement around 50 kV.
Primary Beam Filtration	Auto select
Detector	Fast silicon drift detector (SDD) with Detector ProGuard for better protection. Beryllium window, thickness around 8 micron
Power Supply	Battery (battery charger) as well as Mains operated /AC adaptor.
Element range	Elements from Mg to U including hazardous and Rare-earth / precious elements like Pd, Cd, Te, Ir, Pt, Au, Hg, Ce, Pr, Nd, Sm, Eu, Gd, Dy In addition to calibration data for usual element, there must an option to choose the calibration for the require elements [provision to select the concentration range from ppb/ppm to weight%] Able to handle sample in powder (solid) form and as well as Liquid sample (provide the required sample holder, at least 500) Able to select required element/s during analysis. Main focus is on the analysis of electronic-waste materials, inorganic metal oxides etc.
Resolution	About 140 eV resolution and about 5 lakhs CPS
Detector protection	Proper mechanical shutter activated/deactivated trigger or an equivalent mechanism. Water proof, rugged carrying case should be provided.
Grade Library of standard samples & Provision for Calibration	Standard alloy Grade library include over 500 common grades, min/max specifications, full editing capabilities. Provision for calibration is required for known elements.
Display	Clear display of results and spectrum by Touch-screen supported LCD; Hard key optional
Operating Environment	Zero to 50 °C and relative humidity of 10-90%
IP Rating	IP 65 and above
Barometric Pressure Correction	Automatic built-in
GPS	Embedded GPS / Optional
Operating System	Windows operating system and user friendly
Data Storage	More than 2 GB and provision for expandable storage
Data Transfer	USB, SD card and other PC enabled devises and electronic gadgets
Warranty	Min 1 years along with free annual maintenance for 3 years.
Compliance- International	International standard
Accessories	Accessories such as Camera and for testing small samples in cups or bags and related safety measures
Collimators	Two position automatic collimators changer

SECTION VII: QUALIFICATION CRITERIA

(Referred to in Clause 9.2 (b) of ITT)

1. The **Handheld ED-XRF Analyzer** providing agency should have satisfactorily executed an order for supply of similar instruments to various State/ Central Government, educational institution in any one year of the last three years and a certificate to be enclosed in proforma-A of Section XII, to this effect. **(Supply order and Work done certificate must be attached)**
2. Annual Turnover of at least **Rs.30,00,000/-** (Rupees thirty lakhs only) in any one year in the preceding 3 years in which the tenderer should have executed scientific instruments for the reputed Institutions as stated above.
4. Should have registered with statutory authorities in Karnataka / India as indicated below and scanned copy of necessary proof such as:
 - Registration as firm/ contractor under the act.
 - GSTIN Registration Certificate.
 - PAN No. of the Firm/Contractor
 - Annual Turnover should not be less than **Rs.75,00,000/-**(Rupees Seventy five lakhs only) in any one of the preceding three years, 2017-18; 2018-19; 2019-20
5. Please upload copies of ITR/authorized Balance Sheet & Profit & Loss A/c. and turnover details certified by chartered accountant or turn over details of any 01 years during the last 03 years certified by Chartered Accountants.

(Scanned copies of the above mentioned document must to be uploaded)

1. (a) The Tenders should be a manufacturer/ recognized dealer, who has 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 of the last 3 years. The equipment's 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 after 2017** and be in satisfactory operation at least for 06 months as on date of tender opening.
(b) Tenders quoting as authorized /representative dealer of an equipment, 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 Tenders, as authorized representative/dealer has supplied, installed and commissioned satisfactorily at least 80 % 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 satisfactorily operation for at least 6 months on the date of tender opening.
2. The Tenders should furnish the information on all past supplies and satisfactory performance from the **actual users** for both (a) and (b) above, in proforma under Sec. XII.

SECTION VIII: TENDER FORM

Date:

IFT No:

TO:

The Registrar
Rani Channamma University
Belagavi-591156

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 20

(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					Unit Price (4+5+6+7)	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			
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 Tenders

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. 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 Tenders;
 - (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 XII

(Please see Clause 9.2 (b) of the Instructions to Tenders)

Proforma for Performance Statement for the last three years

IFT No..... Date of Opening..... Time Hours

Name of the Firm:

Orders placed by (Full address of Purchaser)	Order No and Date	Description and Quantity of Goods ordered	Value of Order	Date of Completion of Delivery As per contract/Actual	Remarks indicating reasons for late delivery, if any	Has the goods/equipment been satisfactorily functioning (Yes / No).
1	2	3	4	5	6	7

Signature and Seal of the Tenders:-----

SECTION XIII:- MANUFACTURERS' AUTHORIZATION FORM*

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

No. _____ dated

To

Dear Sir:

IFTNo.

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 Tenders 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.