



# RANI CHANNAMMA UNIVERSITY, BELAGAVI

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## **SHORT TERM TENDER:**

### **Supply, Installation and Commissioning of Nitrogen Gas Generator and Spin Coater with Oil Free Pump to Rani Channamma University, Belagavi under PM-USHA MERU Scheme**

(Through Karnataka Public Procurement Portal only <https://kppp.karnataka.gov.in>)

Tender Reference No: [ RCUB/2026-27/IND0033]

Dated: [04-06-2026 ]

Availability of Tender Document	<a href="https://kppp.karnataka.gov.in">https://kppp.karnataka.gov.in</a>
Date of publishing Tender Document on e-Procurement Platform	<b>04-06-2026, 05.00 PM Onwards</b>
Last date and time for tender Queries / Clarification	<b>10-06-2026, 04.00 P.M</b>
Last date for uploading the filled Tender document	<b>18-06-2026, 05.00 P.M.</b>
Time and Date of Opening of Technical Tender	<b>19-06-2026, 05.00 P.M</b>
Time and Date of Opening of Financial Tender	<b>22-06-2026, 11.00 A.M.</b>
Place of opening Technical & Financial Bid and address for communication	Office of the Registrar (Administration) Rani Channamma University Vidyasangama, Belagavi -591156. Karnataka. India. Telephone: 0831-2565242 Fax: 0831-2565240 Email.com: <a href="mailto:rcubuilding2016@gmail.com">rcubuilding2016@gmail.com</a>
Validity of Tenders	90 days after the deadline for submission of Tender
Period for Contract	36 Months
Earnest Money Deposit (EMD)	Rs. 20,000/-

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## SECTION I: INVITATION FOR TENDERS (IFT)

### Tender Reference No: As per Portal

1. The Registrar, Rani Channamma University, Belagavi (Referred to as the “**Purchaser**”) invites Tenders through Karnataka Public Procurement Portal from eligible Tenderer for procurement of Goods and related services more fully detailed in **Appendix A** - Schedule of Requirements (hereinafter referred to as "**the Goods and related services**"). The Tenderers are advised to go through the same.
2. The Tender documents may be downloaded from the Karnataka Public Procurement Portal (<https://kppp.karnataka.gov.in>) free of cost from [04-06-2026 and 4.00 PM onwards till the last date and time or extended date and time for submission of Tenders. The Tenderers shall go through the Tender document for details before submission of their Tenders.
3. The Tenderer has to deposit an Earnest Money Deposit amount of **Rs.20,000/- (Rupees Twenty Thousand only)** through Karnataka Public Procurement Portal by any of the modes specified in the Karnataka Public Procurement Portal. The EMD instrument, if any as specified in clause 12.4 should be submitted by the Tenderer in original as instructed by the Purchaser after the last date for submission of Tenders but before opening of the Technical Tender.
4. Tenders must be submitted through Karnataka Public Procurement Portal within the last date and time for submission of Tenders. Two Electronic Tender Document System procedure will be followed, wherein the Tenderer are required to submit Technical Tender and Financial Tender simultaneously. No physical submission of Tender shall be accepted.
5. **The Tenderers are advised to note the Eligibility criteria and Qualification criteria specified in the Clause 3 and 4 of the Tender Document to qualify for award of the Contract.**
6. The last date for submission of Tenders is [18-06-2026] up to [5.00 PM] IST.
7. **Technical Tender will be opened in the Karnataka Public Procurement Portal on [19-06-2026] at [11.00 AM] IST.** If the office of the Purchaser happens to be closed on the date of opening of the Tenders as specified, the Tenders will be opened on the next working day at the same time.
8. **All notifications, changes and amendments to the Tender Document will be posted only on the Karnataka Public Procurement Portal, which shall form part of the Original Tender Document.**
9. Other details can be seen in the Tender documents.
10. For any additional information or clarification regarding the Tender, the interested Tenderer, may contact office of the undersigned at the address given below on all working days during office hours.
11. The Purchaser reserves the right to accept or reject or cancel any or all the Tenders or to abandon the procurement without assigning any reasons thereof.

Sd/-  
**Registrar**  
**Rani Channamma University**  
**Belagavi**

## SECTION II: INSTRUCTIONS TO TENDERER (ITT)

### A. Introduction

#### 1. Scope of Tender

- 1.1 The Purchaser invites Tenders following Two Electronic Tender Document System procedure from eligible Tenderer for procurement of Goods and related services as detailed in Appendix A- Schedule of Requirements for Rani Channamma University, Belagavi.

#### 2. One Tender Per Tenderer

- 2.1 Each Tenderer shall submit only one Tender (comprising Technical Tender and Financial Tender). Tenderer who submits more than one Tender will be disqualified.
- 2.2 All Tenderer are required to register in Karnataka Public Procurement Portal. The Tenderer, who submits their Tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure/ Appendices of this Tender.

#### 3. Eligible Tenderer

- 3.1 For determining the eligibility of Tenderer, the following conditions are required to be satisfied:

- a. The Tenderer should not be under order of debarment from participating in a Tender, and as on the last date of submission of Tenders.
- b. Tenderer's contracts should not have been terminated during the last [3 (three)] financial years(2021-22, 22-23, 23-24) due to non-fulfillment of contractual obligations as evidenced by imposition of a penalty by any procurement entity or by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Tenderer.
- c. Tenderer should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.
- i. The Tenderer should be a single business entity and may either be a proprietorship Firm, or company, or partnership firm, or Limited Liability Partnership firm, or Society which is registered under the relevant statutory law or public entity (State-owned enterprises or institutions).

**Note:**

State-owned enterprises or institutions may be eligible to participate in the tendering process and be awarded a contract only if they can establish, in a manner acceptable to the Client, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.

[In case of global Tender, an international Tenderer participating individually shall ensure that Power of Attorney is legalized/apostilled by appropriate authority notarized in the jurisdiction where the Power of Attorney is being issued and requirements under the Indian Stamp Act, 1899 are duly fulfilled].

d. Group of single business entities (Consortium) is **NOT** allowed to participate in this Tender process.

e. Tenderer must not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a Court or Judicial Officer, not have its business activities suspended and must not be the subject of legal proceeding for any of these reasons

### 3.2 Conditions for submission of Proposal by a Bidder/Tenderer/Supplier from a Country which shares Land Border with India

i. Any Bidder from a country which shares a land with India will be eligible to bid in this Tender only if the Bidder is registered with the Competent Authority. Further, any Bidder (including Bidder from India) having Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.<sup>24</sup>

"Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

ii. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Tender means:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

iii. The beneficial owner for the purpose of above clause will be as under:

a. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

i. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;

ii. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;

b. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

c. In case of an unincorporated association or body of individuals, the beneficial owner is the natural

- person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- d. Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - e. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- iv. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
  - v. A certificate for having read the above clauses is required to be submitted / uploaded by the Tenderer separately in the prescribed format at **Tech Form – 7** and Certificate issued by OEM in this regard .

**Note:**

- 1. The registration shall be valid at the time of submission of Tender and at the time of acceptance of the Tenderer.
  - 2. If the Tenderer was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during the contract execution.
- (a) Failure to furnish correct and detailed information shall render Foreign Principal's tender liable to be rejected as nonresponsive in addition to other punitive actions against the Foreign Principal and their Indian Agents/Associates as per the clause 33 and clause 34 of the Tender Document.

**3.3 The Tenderer should have the following:**

- a. Registration under the applicable law for establishing their legal identity.
- b. Registration under the Goods and Service Tax (GST) of the State.
- c. Permanent Account Number (PAN) issued by the Board of Direct Taxes under the Income Tax Act, 1961.
- d. Udyam Registration (online registration for MSME).

**4. Qualification Criteria**

4.1 The Tenderer should establish their competence and capacity based on the following qualification criteria (the "Qualification Criteria"). The qualification information should be submitted in the format prescribed at Tech Form 3 and Tech Form- 4.

**A. Technical Capacity**

[The Tenderer should establish their experience (the "Technical Capacity") as set out below:

- i. The Tenderer should be the Original Equipment/Goods Manufacturer (OEM) or an authorized dealer of the OEM.
- ii. If Tenderer is an Original Equipment/Goods Manufacturer (OEM), he should have manufactured, supplied, installed and tested equipment similar to the type specified in the "Schedule of Requirement" up to at least 03 Scientific equipment to any government departments/institutions/ organizations in the last 3 (three) completed Financial Years (i.e. Financial Year 2023-24, 2024-2025,2025-26)]. 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 [ 2 0 2 0 ] and be in satisfactory operation for [ 3 6 ] months as on date of Tender opening. Supply order and respective Satisfactory Certificate from the purchaser should be attached.

- iii. Tenders of Tenderers quoting as authorized representative of a manufacturer, meeting with the above requirement in full, can also be considered, provided :
  - a. the manufacturer furnishes authorization in the prescribed format for all items specified in the schedule of requirement at Tech Form - 3- Annexure C assuring full guarantee and warranty obligations as per GCC and SCC; and
  - b. the Tenderer, as authorized representative, has supplied, installed and commissioned satisfactorily at least 02 Scientific equipment similar to the type specified in the "Schedule of Requirement" to any government departments/institutions/organizations in the last three financial years which must be in satisfactory operation for at least 24 months on the date of Tender opening and must be providing annual maintenance services for the above supplied goods in minimum 02 centers in Karnataka State for over one year. Documentary evidences like, Satisfactory work done certificate, and respective work order issued by the purchaser must be attached. (There may be a single order or different items order, bidder must enclose respective order and Satisfactory performance certificate).
- iv. The Tenderer should furnish details of Service Centers and information on service support facilities that would be provided after the warranty period in the prescribed format at Tech Form 3- Annexure B 2.

## **B Other Eligibility**

1. **Tenderer should enclose compliance chart for technical specifications (make, model, Brand with datasheet) for the items who wish to participate.** (Tech Form 10 for all the item specification). Separate form should be attached for every item.
2. The Tenderer should have the following:
  - a. The Tenderer should be a single business entity and may either be a proprietorship Firm, or company, or partnership firm, or Limited Liability Partnership firm, or Society which is registered under the relevant statutory law or public entity.
  - b. Registration under the Goods and Service Tax (GST) of the State and GSTR Paid Challans (form 3B) from the Last Three years.
  - c. Permanent Account Number (PAN) issued by the Board of Direct Taxes under the Income Tax Act, 1961.
  - d. ISO Certificate.
3. Tenderers last three financial years(2021-22,2022-23,2023-24,2024-25) IT return statement, Balance sheet, Profit and Loss Account.
4. Technical tender forms as prescribed in clause 10.1 A of ITT (Tech form 1 to 10)
5. Tenderer shall not be under a declaration of ineligibility for corrupt and fraudulent practices and not blacklisted with any Government organization. Self –declaration must be attached on the Rs100/- Stamp paper addressing the Registrar, RCU.
6. Tenderer must have supplied similar Equipment as specified in Schedule of Requirement to any Government Department/Institutions/organizations ( Submit copy of Order and Performance Certificate).
7. **Immediate Rejection:** If you fail to quote for all items, your tender will be considered "non-responsive" or "incomplete" and will be rejected.
8. **Complete Scope:** Your price must cover the entire scope of work, including materials, labor, and services.
9. **No Intimation:** The Tender Inviting Authority (TIA) is not obligated to notify you, warn you, or ask for corrections before rejecting your bid.

## **B. Financial Capacity**

The Tenderer should have the following financial capacity (the “**Financial Capacity**”).

- i. If the Tenderer is OEM of the Goods being sought to be procured as per this Tender process, then the Average Annual Turnover of the Tenderer should be more than 20 lakhs for the last three preceding financial years (i.e. Financial Year 2023-2024, 2024-25, 2025-26) ending on the relevant financial year.

**OR**

- ii. If the Tenderer is an authorized dealer of the OEM duly authorized to participate in the Tender, then the average annual turnover of such Tenderer shall not be less than 20 lakhs for the last three preceding financial years (i.e. Financial Year 2023-2024, 2024-25, 2025-26) ending on the relevant financial year.

### **a. Note:**

1. Technical Capacity and Financial Capacity of parent/subsidiary/associate company(ies) of the Tenderer will not be considered for the purpose of evaluation.
2. The Tenderer should submit details of the Annual Turnover and a certificate for average annual turnover from a Statutory Auditor / Chartered Accountant along with audited annual accounts for the respective financial years in the prescribed format at Tech Form – 4 with UDIN number and Notary.
3. Year 1 will be the latest completed financial year, preceding the last date for submission of Tenders. Year 2 shall be the year immediately preceding Year 1 and so on. In case, the last date for submission of Tenders falls within six months of the close of the latest financial year, it shall ignore such financial year for the purposes of its Tender and furnish all its information and certification with reference to the three years preceding the latest financial year.

4.2 The Tenderer should fulfill all the criteria detailed in this Clause to qualify in the Technical Tender. If a Tenderer does not fulfill the minimum criteria prescribed herein, the Tenderer shall be disqualified. On such disqualification the Financial Tender of such Tenderer will not be opened & will not be considered for further evaluation.

4.3 Though the Tenderer fulfills the above conditions, they are subject to be disqualified if they have made any misleading or false representation in the forms, statements, any attachments in proof of the requirements specified in the eligibility or qualification criteria.

4.4 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 Tech Form - 3- Annexure C) by the goods' Original Equipment Manufacturer or producer to supply the goods in India.

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

*[Note: Supplies for any particular item in each schedule of the Tender should be from one manufacturer only. Tenders from agents offering supplies from different manufacturer's for the same item of the*

- schedule in the Tender will be treated as non-responsive.]*
- (b) That the Tenderer has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Clause 4 (A.) To this end, all Tenders submitted shall include the following information:
    - (i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc;
    - (ii) Details of experience and past performance of the Tenderer on equipment offered and on those of similar nature within the past three years in the prescribed format at Tech Form 3-- Annexure A to Annexure D.

#### **4.5 Documents Establishing Goods' Eligibility and Conformity to Tender Documents**

- 4.5.1 The Tenderer shall furnish, as part of its Tender, documents establishing the eligibility and conformity to the Tender Documents of all goods and services which the Tenderer proposes to supply under the Contract.
- 4.5.2 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; and
  - (c) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
  - (d) a confirmation that, if the Tenderer offers system and/or other software developed by another company, such software operates effectively on the system offered by the Tenderer; and the Tenderer is willing to accept responsibility for its successful operations; and
  - (e) a confirmation that the Tenderer is either the owner of the Intellectual Property Rights in the hardware and software items offered, or it has the proper authorization and/or license from the owner to offer them. Wilful misrepresentation of these facts will lead to the cancellation of the Contract without prejudice of other remedies that the Purchaser may take.
- 4.5.3 For purposes of the commentary to be furnished pursuant to ITT Clause 4.5.2 (c) above, the Tenderer shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names and/or catalogue numbers in its Tender, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

#### **5. Cost of Tendering**

- 5.1 The Tenderer shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, submission, presentations or demonstrations which the Purchaser may require and processing of its Tender, and the Purchaser will in no case be responsible or liable in any manner for these costs, regardless of the conduct or outcome of the Tender process.

#### **A. The Tender Documents**

#### **6. Contents of Tender Documents**

- 6.1 The Tendering procedures and contract terms are prescribed in the Tender documents. In addition to the Invitation for Tenders, the Tender Documents shall include:
- a. Notice Inviting Tender;
  - b. Instruction to Tenderer (ITT);
  - c. Formats for Submission of Tenders
  - d. Form of Contract
  - e. General Conditions of Contract (GCC);
  - f. Special Conditions of Contract (SCC);
  - g. Appendices
    - a. Schedule of Requirements;
    - b. Technical Specifications;
    - c. Contract Price (Price schedule);
    - d. Form of Bank Guarantee for Performance Security Deposit
    - e. Bank Guarantee for Annual Maintenance Security; if any
    - f. Notification of Award and Letter of Acceptance/Letter of Intent and
    - g. Any modifications, clarifications, addendum/ corrigendum issued to the original Tender Document, pre-bid meeting proceedings.
- 6.2 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 all respect will be at the Tenderer's risk and may result in rejection of its Tender.

## **7. Amendment to Tender Documents**

- 7.1 Before the deadline for submission of Tenders, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may make any modifications or amendments to the Tender Documents. Such modifications or amendments shall be notified on the Karnataka Public Procurement Portal through issue of Addendum or Corrigendum or Clarification. Any Addendum or Corrigendum or Clarification issued by the Purchaser shall form part of the original Tender Document.
- 7.2 In order to allow prospective Tenderer, reasonable time, to take the amendment into account in preparing their Tenders, the deadline for the submission of Tenders as necessary may be extended. Information about extension of the deadline for the submission of Tenders will be published on Karnataka Public Procurement Portal.
- 7.3 The Tenderer is responsible to check the Karnataka Public Procurement Portal for any corrigendum/addendum/Clarification.

## **8. Pre-Bid Meeting and Clarification of Tender Documents**

- 8.1 A prospective Tenderer requiring any clarification of the Tender Documents may notify the Purchaser in writing or by email at the mailing address indicated in the Invitation for Tenders in the format provided below.
- 8.2 The Purchaser will respond in writing to any request for clarification of the Tender Documents which it receives not later than 07 days prior to the last date and time for submission of Tenders. The Purchaser's response will be uploaded in the Karnataka Public Procurement Portal including a description of the enquiry but without identifying its source.

SI No	Tender Document reference (Section, Clause No and Page No)	Content of the Tender Document Clause	Points of Clarification Required
1.			
2.			
3.			

- 8.3 If the pre-bid meeting is to be held, the Tenderer or his authorized representative is invited to attend a pre-bid meeting which will take place at venue and time as specified in the NIT.
- 8.4 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. The Tenderer may submit any queries in writing or by email at the mailing address, prior to the date of pre-bid meeting.
- 8.5 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be uploaded on the Karnataka Public Procurement Portal without delay. Any modification to the Tender Documents listed in Sub-Clause 6.1, which may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an Addendum/Corrigendum/Clarification pursuant to Clause 7 and not through the minutes of the pre-bid meeting.

## B. Preparation of Tenders

### 9. Language of Tender

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

### 10. Document Constituting the Tender

- 10.1 The Tender should be uploaded in the Karnataka Public Procurement Portal under a two Tender document system comprising the following documents.

- A- **First Electronic Document - Technical Tender documents** shall comprise of scanned copy of all pre-qualification information about the Tenderer namely;
- i. Letter of Tender in the format prescribed at Tech Form- 1.
  - ii. Details of Tenderer in the format prescribed at Tech Form- 2 along with supporting documents;
  - iii. Technical Capacity of the Tenderer in the format prescribed at **Tech Form - 3 - Annexure A, Annexure B, Annexure C and Annexure D** along with supporting documents;
  - iv. Financial Capability of the Tenderer in the format prescribed at **Tech Form - 4** along with Statutory Auditor certificate and supporting documents;

- v. Statement of Legal Capacity of the Tenderer in the format prescribed at Tech Form 5;
- vi. Power of Attorney for Signing of Proposal in the format prescribed at **Tech Form - 6**;
- vii. Undertaking Regarding Restrictions on Procurement from A Bidder/Tenderer/Supplier of a Country Which Shares a Land Border with India in the format prescribed at **Tech Form - 7**;
- viii. Earnest Money Deposit in the manner and form at **Tech Form - 8- Annexure A** or **Tech Form – 8 Annexure B** as specified in Clause 12;
- ix. Checklist of Documents in the format prescribed at **Tech Form -9**;
- x. Documentary evidence established in accordance with ITT Clause 4.4 and 4.5 that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the Tender Documents;
- xi. Any other information considered relevant.

Note: Tenderer should not furnish the Financial Tender along with the Technical Tender. A Technical Tender containing any details of Financial Tender shall be declared as non-responsive.

## **B- Second Electronic Document named as Financial Tender Document**

**1. Contents of Financial Tender document:** The Financial Tender document shall comprise of the appropriate Price Schedule for Goods (Part A) and Price Schedule for Annual Maintenance, if any (Part B). A specimen of the Financial Tender is provided in the slot in the Karnataka Public Procurement Portal is prescribed at **FIN FORM -1**.

### **2. Price Components:**

- a. To include comprise of the appropriate Price Schedule for Goods (Part A)
- b. Although the software in the Karnataka Public Procurement Portal may convert the amount in numerical digits in Tenders to words, the Tenderers are advised to ensure that there is no ambiguity in this regard. The rate or price quoted by the Tenderer shall be inclusive of all taxes, duties, overheads and incidental services for the whole procurement as described in Clause 1 of the ITT.
- c. Items for which no rate or price is entered by the Tenderer will not be paid for by the Purchaser when executed and shall be deemed to have covered by the other item rates and prices in the slot.
- d. **The Tenderer are not 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, Tenderer shall quote for all the items mandatorily and 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.**
- e. The break up for the Prices indicated in the Price Schedule shall be provided separately in the slot in the Karnataka Public Procurement Portal 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 GST (SGST, CGST, IGST, Cess) 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) The price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and

(iii) The price of other incidental services listed in Clause 6 of the Special Conditions of Contract including the price for annual maintenance services and compulsory crucial spares is required to be certified by the Purchaser for three years, after expiry of Warranty as indicated in GCC Clause 14.45

(iv) Break up of different price elements as per GST Act shall be indicated separately along with the associated HSN code and GST rate while quoting the basic rate the Tenderer should offset the input credit available as per the GST Act.

- f. The Tenderer's separation of the price components in accordance with ITT Clause 10.1 (B) above will be solely for the purpose of facilitating the comparison of Tenders by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- g. Prices quoted by the Tenderer shall remain firm and fixed during the period of Contract and shall not be subject to variation on any account. A Tender submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- h. Submission of scanned copies of Financial Tender will not be considered for evaluation and the same will be rejected.

10.2 Tenders submitted by fax, e-mail or any other electronic modes other than through Karnataka Public Procurement Portal shall not be entertained and shall be rejected.

10.3 If a Tenderer submits a zero offer (at no cost to the Purchaser i.e. NIL charges) or offers zero discount or quotes higher than the prices decided by the government, such Tender shall be treated as non-responsive and will not be considered.

## **11. Tender Currency**

- 11.1 The Financial Tender should be quoted in Indian Rupees only. All payments shall be made in Indian Rupees.

## **12. Earnest Money Deposit (EMD)**

12.1 The Tenderer shall furnish, as part of his Tender, an earnest money deposit (the "EMD") of [Rs.90,973/- (Ninety Thousand Nine Hundred seventy Three Rs only)]. However, Tenderers are allowed to submit item wise EMD through the portal.

- 12.2 The EMD may be provided in the form of Banker's cheque/ Demand draft/irrevocable Bank Guarantee including E-Bank Guarantee, if specified by the Purchaser, online or offline modes of payment and/or specified Small Savings Instruments pledged to .....<sup>51</sup> in the name of Government/authority payable at [name of the place] and issued by a Scheduled Bank or nationalised bank in India or deposited in given heads of account through e-banking (if any) to the satisfaction of the Purchaser safeguarding the interest of the purchaser in all respects.
- 12.3 The Bank Guarantee should be submitted in the format provided at Tech Form 8- Annexure A issued by a Scheduled Bank or nationalised bank in India and drawn in favour of..... payable at .For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- 12.4 Instruments like Bankers cheque/Demand draft/Bank Guarantee including E-Bank Guarantee<sup>52</sup> having fixed validity issued as earnest money deposit for the Tender shall be valid for 45 (forty Five) days beyond the validity of the Tender, and may be extended as may be mutually agreed between the Purchaser and the Tenderer from time to time.
- 12.5 In case the Tenderer is required to make offline payment of EMD, in the form of in the form of Banker's cheque/ Demand draft, irrevocable Bank Guarantee/E- Bank Guarantee, and/or specified Small Savings Instruments pledged, the Tenderer should upload the scanned copy of the instruments furnished as EMD in the Karnataka Public Procurement Portal and original of such instruments should be submitted to the Purchaser after the last date and time for submission of Tender but before the opening of the 1<sup>st</sup> Electronic Tender Document- the Technical Tender. Failure to submit such instruments will amount to treat such Tenders as non-responsive.
- 12.6 The EMD to be paid through online or offline modes shall be made on any of the following payment options:

**Online Payments:**

- i. Debit Card,
- ii. Credit Card,
- iii. Internet Banking
- iv. NEFT (National Electronic Fund Transfer)

**Note:**

The Purchaser shall not take any responsibility for non-payment of EMD amount due to declaration of Bank Holiday. In such case the Tenderer may use other alternative modes of payment.

For further details regarding e-payment, please refer to the Karnataka Public Procurement Portal.

- 12.7 Any Tender not accompanied by EMD or EMD Declaration and not secured as indicated in Sub-Clauses 12.1 and 12.2 shall be rejected as non-responsive.
- 12.8 The Earnest Money Deposit submitted through online or offline modes of payment will be returned through the Karnataka Public Procurement Portal without any interest:
- i. To the successful Tenderer, upon the Tenderer executing the Contract and furnishing of the Performance Security Deposit
  - ii. To the unsuccessful Tenderer, as promptly as possible and in any case within 30 (thirty) days from the date of declaration of the successful Tenderer by the Purchaser.

- iii. In the event of rejection of all tenders or cancellation of Tender process by the Purchaser, within 15 (fifteen) days of such cancellation.
- 12.9 The EMD Declaration of unsuccessful Tenderer shall expire on the award of Tender to the successful Tenderer or rejection of all tenders or cancellation of tender process by the Purchaser.
- 12.10 Under the following conditions, the EMD shall be forfeited and the Tenderer shall be debarred in case the EMD Declaration has been submitted by the Tenderer:
- i. if a Tenderer withdraws/ amends/ impairs/ derogates, its Tender during the Tender Validity Period specified in this Tender Document and or as extended by the mutual consent of the respective Tenderer(s) and the Purchaser; or
  - ii. if the successful Tenderer fails or refuse to:
    - a. produce the original documents for scrutiny; or
    - b. Furnish Performance Security Deposit in accordance with ITT Clause 31; Or
  - iii. sign the Contract within the period specified in accordance with ITT Clause 30.4; In case a Tenderer is under order of debarment from participating in a Tender in accordance with Clause 33 and Clause 34 of ITT.

### **13. Period of Validity of Tenders**

- 13.1 The Tender shall remain valid for a period of [90] days from the last date of submission of Tender<sup>54</sup>. The Tenderer is not allowed to modify, vary, revoke or withdraw, the Tender during the said original or extended validity period.
- 13.2 In case the last day on which the Tender are to remain valid falls on/subsequently declared a holiday or closed day for the Purchaser, the Tender Validity shall automatically deemed to be extended to the next working day.
- 13.3 A Tender valid for a shorter period than the period specified in Clause 13.1 above shall be rejected by the Purchaser as non-responsive.
- 13.4 Before the expiry of original validity period, 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 e-mail or fax or through Karnataka Public Procurement Portal. The Earnest Money Deposit/EMD declaration provided under ITT Clause 12 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 or permitted to modify its Tender.
- 13.5 A Tenderer who agree to the extension of the period of validity of Tenders shall also extend the period of validity of the Earnest Money Deposit/EMD Securing Declaration provided under ITB Clause 12 to cover the extended period of validity of their Tenders.

### **C. Submission of Tenders**

#### **14. Format and Signing of Tender**

- 14.1 The Tenderer shall provide all the required information sought under this Tender Document. The Purchaser will evaluate only those Tenders that are received in the required formats and complete in all respects. Incomplete and/or conditional/ alternative Tenders shall be liable to rejection as non-responsive.

- 14.2 All the documents of the Tender should be uploaded on the Karnataka Public Procurement Portal using digital signature with their valid Digital Signature Certificate (DSC) as issued under the Information's Technology Act, 2000.
- 14.3 The documents to be uploaded shall be typed or written in indelible ink and signed by the Authorized Signatory (the “**Authorized Signatory**”) of the Tenderer who shall also initial each page, in blue ink with stamp as an acceptance of the terms and conditions written therein. In case of printed and published Documents, only the cover page shall be initialized. The person signing the submissions shall initial all the alterations, omissions, additions, or any other amendments made to the submissions. The submissions must be properly signed by the Authorized signatory of the Tenderer holding a Power of Attorney or the Board Resolution.
- 14.4 A copy of the Power of Attorney certified by the authorized signatory of the Tenderer in the form specified in Tech Form - 6, as the case may be, should accompany the Tenders.
- 14.5 The Tenderer shall submit through Karnataka Public Procurement Portal two separate files. First Electronic Document – Part 1- Technical Tender documents and the Second Electronic Document – Part 2- Financial Tender document as specified in Clause 10 above. After submission of Tenders, the system would generate a unique Tender identification number which is time stamped. This shall be treated as acknowledgment of Tender submission.
- 14.6 Instructions for e-tendering is specified in Appendix B and in Karnataka Public Procurement Portal. The Tenderer must acquaint and train themselves with the rules, regulations, procedure and implied conditions/agreement of the respective Karnataka Public Procurement Portal. The Tenderer shall settle clarifications and disputes if any, regarding the Karnataka Public Procurement Portal directly with Karnataka Public Procurement Portal helpdesk.

## **15. Deadline for Submission of Tenders**

- 15.1 It shall be the responsibility of the Tenderer to ensure that their Tender is submitted in the Karnataka Public Procurement Portal within the last date and time specified<sup>56</sup> for the receipt of Tenders in complete manner<sup>57</sup>. The Purchaser will not be held responsible for technical glitches and internet connectivity issues confronted by Tenderer in uploading their Tender or for any failure on part of the Tenderer to make the payment of EMD or submission of any documents as required to be submitted or for rejection of Tenders by Karnataka Public Procurement Portal for whatsoever reasons. No correspondence shall be entertained in this regard.
- 15.2 The last date and time for submission of Tenders may be extended by amending the Tender Documents in accordance with ITT Clause 7 after giving adequate notice on the Karnataka Public Procurement Portal, in which case all rights and obligations of the Purchaser and Tenderer previously subject to the deadline will thereafter be subject to the deadline as extended. Information about extension of the deadline for the submission of Tenders will be published on Karnataka Public Procurement Portal<sup>58</sup>.

## **16. Late Tenders**

The Karnataka Public Procurement Portal will not accept any Tenders after the last date and time for submission of Tenders.

## **17. Modification and Withdrawal of Tenders**

- 17.1 The Tenderer may modify the contents of the Technical Tender or Financial Tender or withdraw its Tender prior to deadline for submission of Tenders in Karnataka Public Procurement Portal.
- 17.2 No Tender may be modified subsequent to the deadline for submission of Tenders. For Tender modification, the Tender submitted by the Tenderer within the last date and time for submission of Tender shall be considered as the Tender.
- 17.3 The Tenderers may withdraw his Tender by uploading their request before the last date and time of submission of Tenders. No Tender may be withdrawn in the interval between the deadline for submission of Tenders and the expiration of the original Tender Validity Period or extended period in pursuant to Clause 13. Withdrawal of a Tender during this interval shall result in forfeiture of the Tenderer's Earnest Money Deposit/initiation of action for debarring the Tenderer as per EMD declaration.

#### **D. Tender Opening and Evaluation of Tenders**

##### **18. Opening of Technical Tender**

- 18.1 The Technical Tender shall be opened in the Karnataka Public Procurement Portal at the designated date and time, without requiring the presence of the Tenderer(s). In the event of the specified date of Technical Tender opening being declared a holiday, the Technical Tender shall be opened at the appointed time on the next working day.
- 18.2 List of submitted Tenders termed as RECEIVED and list of incomplete Tenders termed as DRAFT shall be displayed in Karnataka Public Procurement Portal. All Tender payments successfully received shall be displayed. Only the Tenders which have been submitted in Karnataka Public Procurement Portal and whose Tender payments were successfully received in Karnataka Public Procurement Portal shall be opened. The name of the Tenderer shall be published in the Karnataka Public Procurement Portal.

##### **19. Process of Tender Evaluation to be Confidential until the award of the Contract is Notified**

- 19.1 The Purchaser shall ensure the confidentiality of the process of Tender evaluation until orders on the Tenders are passed.
- 19.2 Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations of award of Contract shall not be disclosed to Tenderer or any other persons not officially concerned with such process until award of the successful Tenderer has been announced in the Karnataka Public Procurement Portal. Any effort by a Tenderer to influence, the Purchaser in processing of Tenders or award decision may result in rejection of Tender.

##### **20. Clarification of Tenders**

- 20.1 During evaluation of Tenders, the Purchaser or the Tender Accepting Authority or the Tender Scrutiny Committee, may at its discretion, seek bonafide clarifications from the Tenderers relating to the Tenders submitted by them including the details of price. If the Tenderer does not comply or respond by that date, their Tender shall be liable to be rejected. Depending on the outcome, such Tenders shall be ignored or considered further; The request for clarification and the response shall be in writing. The Purchaser shall not offer or permit any change in the price or substance of Tender.

- 20.2 During the evaluation of tenders, the Purchaser may at its discretion, seek justification for the Contract Price quoted by the Tenderer to assess fulfilment of the requirement of the Tender. The Purchaser shall not offer or permit any change in the price or substance of a Tender.
- 20.3 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Tenderer, qualified or an unresponsive submission, responsive shall be sought, offered or permitted under any circumstances.

## **21. Initial Examination of Tenders**

- 21.1 The Purchaser shall cause preliminary examination of the Tenders submitted to determine their substantial responsiveness and following factors shall be considered, namely:
- i. Whether the Tenderer meets the eligibility criteria laid down in the Tender Documents;
  - ii. Whether the crucial documents have been duly signed;
  - iii. Whether the requisite Earnest Money Deposit/ EMD Declaration, if exempted has been furnished;
  - iv. Whether the Tender is substantially responsive in terms with the Tender Documents without material deviation or reservation or inconsistent with the Purchaser's right or tenderer's obligations under the Contract.

Tenders from Authorized Dealers, without proper authorization from the manufacturer as per Annexure C of Form Tech - 3, shall be treated as non-responsive

- 21.2 Tenders which on initial examination are found not to be substantially responsive under any of the Clauses under Clause 21.1 above, shall be rejected.
- 21.3 [Where the Tenderer has quoted for more than one schedule, if the EMD furnished is inadequate for all the schedules, the Purchaser/Technical Tender Scrutiny Committee shall take the Contract Price 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 EMD to be furnished for the schedule included in the Tender (offer) in the serial order of the Schedule of Requirements of the Tender Document.]
- 21.4 The Purchaser/Technical Tender Scrutiny Committee 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.
- 21.5 Prior to the detailed evaluation, pursuant to ITB Clause 22, the Purchaser/ Tender Scrutiny Committee will determine the substantial responsiveness of each Tender to the Tender Documents. For purposes of these Clauses, a substantially responsive Tender is one which conforms to all the terms and conditions of the Tender Documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6). Warranty (GCC Clause 14), Force Majeure (GCC Clause 24), Limitation of liability (GCC Clause 28), Applicable law (GCC Clause 30), and Taxes & Duties (GCC Clause 32) will be deemed to be a material deviation. The Purchaser/ Tender Scrutiny Committee's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence. Tender not responsive shall not be made subsequently responsive by correction of non-conformity.

## **22. Evaluation of Technical Tender**

- 22.1 The Tender Accepting Authority may constitute a Tender Scrutiny Committee as it deems fit to carry out

scrutiny and evaluation of Tenders strictly in accordance with the evaluation criteria indicated in Clause 3 and 4 of this Tender Document.

- 22.2 Tenderer whose Technical Tenders are adjudged as responsive in terms of Clause 21 and who fulfils the conditions of eligibility and qualification in terms with Clause 3 and 4 will be declared as qualified Tenderer (“**Qualified Tenderer**”). If a Tenderer does not fulfil the eligibility and qualification criteria prescribed as above, the Tenderer shall be disqualified. The Financial Tenders of only the Qualified Tenderer shall be considered for opening in the Karnataka Public Procurement Portal and further evaluation in the manner set out in Clause 23 below.
- 22.3 The list of Qualified Tenderer and the date, time of opening of Financial Tender of Qualified Tenderer shall be published by the Purchaser in the Karnataka Public Procurement Portal.
- 22.4 After the evaluation of the Technical Tender is completed, the Purchaser shall notify the details of the Tenderer whose tenders are considered as non-responsive and not qualified in Karnataka Public Procurement Portal. It shall also be indicated that their Financial Proposal will not be opened.

### **23. Opening and Evaluation of Financial Tender**

- 23.1 The Financial Tender of all the Qualified Tenderer will be opened in the Karnataka Public Procurement Portal at the designated date and time notified. If the specified date of Financial Tender opening is declared a holiday subsequently the Financial Tenders shall be opened at the appointed time on the next working day.
- 23.2 The Contract price should provide the cost towards both supply of goods and Annual Maintenance Cost.

### **24. Evaluation and Comparison of Tenders**

- 24.1 The Purchaser may evaluate and compare the Tenders which have been determined to be substantially responsive. No Tender will be considered if the complete requirements is not included in the Tender. Tenderer are not allowed the option to submit Tender for any one or more schedules and to offer discounts for combined schedules. Therefore, Tenderer must quote for all items. **The lowest evaluated Overall total of the tenders will be treated as L1..**
- 24.2 The Purchaser’s evaluation of a Tender will take into account, in addition to the Contract price (Ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as applicable taxes paid or payable on components and raw material incorporated or to be incorporated in the goods and 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 24.4 and in the Technical Specifications:
- (a) Cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;
  - (b) Delivery schedule offered in the Tender;
  - (c) Deviations in payment schedule from that specified in the Special Conditions of Contract;
  - (d) The availability in India of spare parts and after-sales services for the goods / equipment offered in the Tender;
  - (e) The Consideration of applicable GST is as below:
    - i. In the case of Goods manufactured in India or Goods of foreign origin already located in India, GST & other similar duties, which shall be contractually payable, on the Goods if a contract is awarded on the

Supplier;

- ii. The offers shall be evaluated based on the GST rate quoted by each Supplier, and the same shall be used for determining the inter-se ranking. The Purchaser shall not be responsible for any misclassification of HSN Number or incorrect GST rate if quoted by the Supplier. Any increase in GST rate due to misclassification of HSN number shall have to be absorbed by the supplier; and
- iii. If GST is quoted extra, but with provision that it shall be charged as applicable at the time of delivery, the offer shall be evaluated for comparison purposes by loading the maximum existing rate of GST for the product/HSN code.

24.3 Pursuant to ITT Clause 24.2, 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 10.1 (B)(iii).

The above costs will be added to the Contract price.

(b) Delivery Schedule:

- (i) The Purchaser requires that the goods under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the project site should be calculated for each Tender after allowing for reasonable transportation time. Treating the date as per schedule of requirements as the base, a delivery "adjustment" will be calculated for other Tenders at 2% of the ex-factory price including GST and other applicable taxes for each month of delay beyond the base and this will be added to the Contract price for evaluation. No credit will be given to earlier deliveries and Tenders offering delivery beyond <sup>69</sup> months of stipulated delivery period will be treated as unresponsive.

(c) Deviation in Payment Schedule:

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

(d) Spare Parts and after Sales Service Facilities in India:

The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined elsewhere in the Tender Documents, if quoted separately, shall be added to the Contract price.

24.4 In the event that two or more Tenderers offer the total lowest evaluated cost to the Purchaser (the "Tie Tenderers"), the Tenderer having the highest Average Annual Turnover shall be identified and declared as the Successful Tenderer.

24.5 The evaluation of Tender and award of Contract shall be completed, as far as possible, within the period for which the Tenders are held valid. The Purchaser shall seek extensions of the validity of Tenderer as per the rules from the Tenderer for the completion of evaluation. In case the evaluation of Tenders and award of Contract is not completed within this extended period, all the Tenders shall be deemed to have become invalid and fresh Tenders may be called for.

**25. Contacting the Purchaser**

25.1 The Tenderer shall not make attempts to establish unsolicited and unauthorized contact with the Tender Accepting Authority, Tender Inviting Authority/Purchaser or Tender Scrutiny Committee after the opening of the Tender and prior to the notification of the Award and if any attempt by the Tenderer to bring to bear extraneous pressures on the Purchaser shall be sufficient reason to disqualify the Tenderer.

**26. Tenderer's Responsibility for Quoting the Contract Price.**

Although the details presented in this Tender Document have been compiled with, with all reasonable care, it is the Tenderer responsibility to ensure that the information provided is adequate and clearly understood. Claims and objections due to ignorance of existing conditions will not be considered after submission of the Tender and during the period of Services as per the Contract. Tenderer is responsible for the Tender submitted and no relief or consideration can be given for errors and omissions.

**E. Award of Contract**

**27. Preparation of evaluation report and Award of Tenders**

27.1 The system shall auto generate a statement of evaluation of the Tenders with comparative statement for consideration of the Purchaser.

27.2 The detailed evaluation report shall be prepared in accordance with the eligibility and qualification criteria, which shall be considered by the Tender Accepting Authority for taking a final decision on the Tender.

27.3 After evaluation of the Tenders, the order of acceptance of Tender along with the comparative statement shall be uploaded in the Karnataka Public Procurement Portal<sup>77</sup>.

27.4 Subject to Clause 27.1 above and Clause 28 below, the Contract will be awarded to the successful Tenderer whose Tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

27.5 The Letter of Intent (LoI) shall be issued to the successful Tenderer(s) only through Karnataka Public Procurement Portal. Before issuing such LOI, the Purchaser may, at its discretion, ask the Successful Tenderer to submit the originals of all such documents for verification whose scanned copies were submitted in Karnataka Public Procurement Portal along with the Technical Tender. If the Tenderer fails to provide originals or if there are any substantive discrepancies between such documents, the same shall be considered as corrupt and fraudulent practices including misleading the Purchaser and action shall be initiated to debar such Tenderer in accordance with Clause 33 and Clause 34 of ITT.

**28. Purchaser's right to vary Quantities at the Time of Award**

The Purchaser reserves the right to increase or decrease by up to 25 percent of the quantity of Services originally specified in the Schedule of Requirements without any change in the rate or other terms and conditions.

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

29.1 The Purchaser reserves the right to accept or reject any Tender or all Tenders, and to annul the selection process and reject all tenders at any time prior to the award of contract, without thereby incurring any liability to the affected Tenderer or Tenderer or any obligation to inform the affected Tenderer of the grounds for the Purchaser's action and such action also caused to be published in the Karnataka Public Procurement Portal.

**30. Publication of Award and Signing of Contract**

30.1 The Tenderer whose Tender has been accepted will be notified by the Purchaser prior to expiration of the Tender validity period through the Karnataka Public Procurement Portal and through email to the successful Tenderer. This Letter of Intent (LOI) generated in in the Karnataka Public Procurement Portal will state the sum that the Purchaser will pay the Supplier in consideration of the whole of the procurement by the Supplier as prescribed by the Contract (hereinafter and in the Contract called the "**Contract Price**"). The Tenderer, shall confirm acceptance by returning a signed copy of the Letter of Intent through Karnataka Public Procurement Portal and email.

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

30.3 Upon the successful Tenderer's furnishing of Performance Security Deposit pursuant to ITT Clause 31, the Purchaser will promptly notify the name of the winning Tenderer in Karnataka Public Procurement Portal and shall discharge its earnest money deposit, pursuant to ITT Clause 12.4.

30.4 The Contract Form provided in the tender documents, incorporating all agreed terms and conditions between the Purchaser and the successful Tenderer, will be sent by the Purchaser duly completed and signed to the successful Tenderer for signature within [7( Seven) working days of receipt of the Performance Security. Within [7 (Seven)] days thereof, the successful Tenderer will sign the Contract and deliver it to the Purchaser.

**31. Performance Security Deposit**

31.1 Within [14(fourteen)] days of the receipt of LOI from the Purchaser, the successful Tenderer shall furnish the Performance Security Deposit for the amount as specified in the Special Conditions of Contract, in the Performance Security Deposit Form provided in the Tender Documents or in the form of E-Bank Guarantee or in any other form acceptable to the Purchaser.

31.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 30.4 or and ITT Clause 31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit.

**32. Corrupt or Fraudulent Practices**

32.1 The Purchaser requires that Tenderer/ Supplier/ Contractor observe the highest standard of ethics during the procurement and execution of Government contracts. In pursuance of this policy, the Government:

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

a. "corrupt practice"<sup>81</sup> means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and

- b. “fraudulent practice”<sup>82</sup> means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among the Tenderer either prior to or after Tender submission, designed to establish Contract prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- (ii) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (iii) in pursuance of clause 34 and 35 of ITT an action may be initiated to debar the Tenderer from participating in the Tender or executing the Contract if it is determined that the firm has engaged in corrupt or/and fraudulent practices in competing for, or in executing, a government contract in question.

### **33. Debarment of Tenderer by the Procurement Entity**

- 33.1 The Procurement Entity may proceed with debarring such Tenderer or contractor or supplier or any of the successor of the Tenderer or contractor or supplier who has engaged directly or through an agent in a corrupt or fraudulent practices in participating or competing or executing the contract including misleading the Procurement Entity at any stage of procurement and executing activity.
- 33.2 The Committee constituted by the Procurement Entity, consisting of such officers not below the rank of the Purchaser will be the Debarment Committee to consider the tenders/proposals for debarring bidder/Tenderer or contractor or supplier and to take a decision thereof.
- 33.3 The Debarment Committee on the receipt of information shall provide a reasonable opportunity, including an oral hearing, to the concerned for making representations before taking a decision.
- 33.4 For consideration of debarment, Tender Inviting Authority/Purchaser or any other officer authorized by Tender Accepting Authority shall furnish the details of such bidders/tenderers or contractors or suppliers who have engaged in corrupt practice and fraudulent practices to the Debarment Committee constituted under sub clause 33.2 above.
- 33.5 The Debarment Committee will make recommendations with reasoning in writing, within thirty days from date of receipt of information.

Provided that, the said period may be extended by another fifteen days by Procurement Entity for the reasons to be recorded in writing.

- 33.6 On the recommendations of the Debarment Committee, the Procurement Entity shall by notification debar any of Tenderer or contractor or supplier for a period not exceeding 3 (three) years and publish the same on its website and Karnataka Public Procurement Portal and also maintain the list of such Tenderer or contractor or the supplier or any of its successors.
- 33.7 The order of debarment shall be deemed to have been automatically revoked on the expiry of the period specified in the debarment order.

### **34. Debarment by the Government**

- 34.1 The Government may debar a Tenderer or contractor or supplier, in the public interest and on the grounds of, but not restricted to , criminal offence , corruption, integrity, honesty, work ethics as specified in the KTPP Act.
- 34.2 The State Level Debarment Committee will consider the tenders/proposals for debarring bidder/tenderer or contractor or supplier and to take a decision thereof.
- 34.3 The State Level Debarment Committee, on the receipt of the information, shall provide a reasonable opportunity, including an oral hearing, to the concerned for making representations before taking a decision on the debarment.
- 34.4 For consideration of debarment of the Tenderers or contractors or suppliers, the officer authorized by the Procurement Entity shall furnish the details of such Tenderers or contractors or suppliers to the State Level Debarment Committee constituted under Clause 34.2 above;
- 34.5 The State Level Debarment Committee will make recommendation to the State Government to such an effect, within thirty days, from the date of receipt of the information:
- Provided that, the said period may be extended by another fifteen days for the reasons to be recorded in writing by the Debarment Committee.
- 34.6 On the recommendation of the State Level Debarment Committee, the Government shall debar by notification such Tenderer or contractor or supplier for the period not exceeding (three) years and publish the same on the Department website as well as Karnataka Public Procurement Portal and shall maintain the list of such bidder/tenderer or contractor or the supplier or any of its successor.
- 34.7 The debarred Tenderer or contractor or supplier shall be removed from the list of registered contractors or vendors.
- 34.8 The order of debarment shall be deemed to have been automatically revoked on the expiry of the specified period in the debarment order.

### **35. Measures to be taken after Debarment**

The Procurement Entity may take appropriate measures in respect of debarred Tenderer or contractor or supplier including one or more of the following, namely: -

- (i) reject the tenders and forfeit or encash EMD or Performance Security;
- (ii) terminate the contract; forfeit or encash the performance guarantee; recover the compensation of loss incurred by Procurement Entity;
- (iii) forfeit or encash any other security or guarantee or bond provided by such Tenderer or contractor or supplier in relation to the such procurement; and
- (iv) recover payments including advance payments, if any, made by the Procurement Entity along with the interest thereon at the prevailing rate of Nationalized Bank.

### **36. Appeals**

36.1 Tenderer aggrieved by an order passed by the Tender Accepting Authority pursuant to Clause 30.1 of ITT may appeal online<sup>85</sup> to;

- (i) The Head of the Department concerned if the order is passed by the Tender Accepting Authority subordinate to the Head of the Department.
- (ii) To the Government if the order is passed by the Tender Accepting Authority which is Head of the Department or Local Authority or State Government Undertaking or a Board, Body Corporation or any other authority owned or controlled by Government.
- (iii) Such appeal shall be made within 15 (fifteen) days from the date of receipt of the order.
- (iv) The Appellate Authority may after giving opportunity of being heard to both the parties pass such order thereon as it deems fit, as far as possible within 30 (thirty) days from the date of filing of the Appeal and such order shall be final.

### **SECTION III: FORMATS FOR SUBMISSION OF TENDERS**

**TECH FORM - 1**

**Letter of Tender**

*(To be uploaded in the letter head of the Tenderer)*

*(Refer Clause 10.1 of the ITT)*

Dated:

To

\_\_\_\_\_  
Phone: \_\_\_\_\_

Fax: \_\_\_\_\_,

E-mail: \_\_\_\_\_

**Sub: [Tender for Procurement of Goods and related services for \_\_\_\_]**

- 1 With reference to your Tender document dated \*\*\*\*\*<sup>86</sup> I/We, having examined the Tender Documents and understood their contents, hereby submit I/we have no reservations to the Tender Documents, including Addenda issued in accordance with Instructions to Tenderers (ITT).
- 2 We undertake, if our Tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements and for the sum or such other sums as may be ascertained in accordance with the Schedule of Prices for supply of Goods and the Schedule of Price for Annual Maintenance and Repair Cost, if specified as provided by us in the Karnataka Public Procurement Portal.
- 3 I/We acknowledge that the Purchaser will be relying on the information provided in the Tender and the documents accompanying the Tender for selection of the Agency for the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Tender are true copies of their respective originals.
- 4 I/We shall make available to the Purchaser any additional information/clarification it may find necessary or require to supplement or authenticate the Tender.
- 5 I/We acknowledge the right of the Purchaser to reject our Tender without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- 6 I/We declare that in the last [3(three)] years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by any procurement entity or by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any service or contract by any public authority nor have any contract terminated by any procurement entity for breach on our part.
- 7 We declare that we do not have any conflict of interest and that we are not insolvent bankrupt in according with clause 3.1(f) of ITT.
- 8 I/We understand that you may cancel the selection process at any time and that you are neither bound to accept any Tender that you may receive nor to invite the Tenderers to Tender for the Services, without incurring any liability to the Tenderer.
- 9 I believe that we satisfy the Eligibility Criteria and Qualification Criteria (Technical Capacity and Financial Capacity) and meet(s) the requirements as specified in the Tender Document.

- 10 I certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Service or which relates to a grave offence that outrages the moral sense of the community.
- 11 In the event of us being declared as the Successful Tenderer, I/we agree to enter into a Contract in accordance with the draft that has been provided by the Purchaser. We agree not to seek any changes in the aforesaid draft Contract and agree to abide by the same.
- 12 I/We have studied all the Tender Documents carefully and also understand where the goods are required to be supplied. We understand that except to the extent as expressly set forth in the draft Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the Purchaser or in respect of any matter arising out of or relating to the selection process including the award of the Contract.
- 13 [I/We offer an Earnest Money Deposit of [Rs. \_\_\_\_\_/-] (Rupees \_\_\_\_\_ Only) for the Supply of Goods for which we have submitted the Tender (s) in accordance with the Tender Document.
- I/We are hereby exempted from payment of EMD. The supporting documents to substantiate the exemption along with the EMD Declaration in the required manner is attached.]<sup>87</sup>
- 14 The documents comprising the Tender, as specified in Clause 10.1 of the Tender Document, have been submitted in the manner set out in the Tender Document.
- 15 The Contract price has been quoted by me after taking into consideration all the terms and conditions stated in the Tender Document; draft Contract, our own estimates of costs and revenues and after a careful assessment of the place where the Goods are required to be supplied and all the conditions that may affect the supply of Goods.
- 16 I/We agree and undertake to abide by all the terms and conditions of the Tender Document.
- 17 I/We shall keep this offer valid for [90 (Ninety)] days from the last date of submission of Tenders as specified in the Tender Document.
- 18 I/We certify that I/We have not been debarred by Procurement Entity, State Government or any entity controlled by it, from participating in any Tender, for indulging in corrupt, or fraudulent practices or deficiencies of services or for indulging in unfair trade practices or for any other reasons as on the last date for submission of Tenders.
- 19 We agree to abide by this tender for the Tender validity period specified in Clause 13.1 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 20 I/we confirm that our Financial Tender is unconditional and that we accept all terms and conditions specified in the Tender Document
- 21 This tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- 22 I/We confirm that if I/We are the successful Tenderer shall within [14 (fourteen)] days of the receipt of LOI from the Purchaser, furnish the Performance Security Deposit in accordance with the Conditions of Contract, in the

Performance Security Deposit Form provided in the Tender Documents or in any other form acceptable to the Purchaser.

23 I/We confirm that if I/We are the successful Tenderer, we shall obtain GST registration Certificate in the State of Karnataka, within one month from the date of receipt of LOI or before release of any payment by the Purchaser, whichever is earlier, failing which I/We shall be responsible for any delay in payments which will be due towards me/us on account of the supply of goods and /or for any action taken by the Purchaser or GST department in this regard.

24 I/We declare that we are submitting this Tender:

- on my/our behalf, and there are no agents/dealers involved in this tender, and hence no agency agreement or payments/commissions/ gratuity is involved. Our company law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Tech Form - 2.

Or

- as authorized dealer offering goods manufactured by our OEMs. Our OEM's law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Annexure C of Tech Form -3 C

Or

- as agents/associates of our foreign principals. Our foreign principal's law and taxation regulatory requirements, as well as authorization for signatories and related documents, are submitted in Annexure D 4 of Tech Form -3

25 I/We.....hereby certify that we our Principals/OEM/s.....are proven, established, and reputed manufacturers with factories at ..... which are fitted with modern equipment and where the production methods, quality control, and testing of all materials and parts manufactured or used by us shall be open to inspection by the representative of the Purchaser.

26 I/We understand that you are not bound to accept the lowest or any Tender you may receive.

27 I / we agree to be bound by this offer if we are the Successful Tenderer for the aforementioned Service.

In witness thereof, I/we submit this Tender under and in accordance with the terms of the Tender document.

Yours Faithfully,

Date:

(Signature of the Authorised Signatory)

Place:

Name and Seal of Tenderer

**TECH FORM – 2**

**Details of the Tenderer**

*(To be uploaded in the letter head of the Tenderer)*

*(Refer Clause 10.1 of the ITT)*

1.
  - (a) Name:
  - (b) Country of incorporation:
  - (c) Corporate Identity Number:
  - (d) Address of the office/corporate headquarters and its branch office(s), if any, in India:
  - (e) Address of the office/ corporate headquarters or its branch office(s), in Karnataka:
  - (f) Date of incorporation and/or commencement of business:
  
2. Bank Details
  - (a) Name of the Holder
  - (b) Bank Account No.
  - (c) Name of the Bank
  - (d) Branch Name
  - (e) IFSC Code
  
3. Brief description of the Tenderer including details of its main lines of business and proposed role and responsibilities in these Services:
  
4. Details of individual(s) who will serve as the point of contact/communication for the Purchaser:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
  - (h) Mobile:
  
5. Particulars of the Authorised Signatory of the Tenderer:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
  - (h) Mobile:
  
6. Taxation Registrations:
  - (a) PAN number:
  - (b) Type of GST Registration as per the Act(Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc):
  - (c) GSTIN number .....in Consignor and Consignee States
  - (d) Registered/Certified Works/Factory where the Goods would be mainly manufactured and Place of Consignor for GST Purpose:

(e) Contact Names, Nos. & email IDs for GST matters(Please mention primary and secondary contacts):.....

7. The following information shall also be provided:

No.	Criteria	Yes	No
1.	Has the Tenderer been barred by Procurement Entity/ State Government, or any entity controlled by it, from participating in any Tender.		No
2.	If the answer to 1 is yes, does the bar subsists as on the date of submission of the Tender.		
3.	If the answer to 1 is no, the Tenderer are required to furnish Self-Declared Certificate in their letter head to substantiate the same.	YES	
4	Whether the Tenderer belongs to a country which shares Land Border with India. The Tenderer are required to furnish an undertaking in the prescribed format at Tech Form - 7 in their letter head to substantiate the same.	YES	

8. A statement by the Tenderer disclosing material non-performance or contractual non-compliance in past Assignment, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary).

Year	Name of Work/ Assignment	Name of Purchaser with Contact details	Contract No. and Date	Value of Contract in Rs.	Date Completed	Nature of Litigation	Final Award

I / We confirm that all the registrations submitted are under operation presently and shall be used for all related activities.

**Note:**

Tenderer shall fill in this Form in the format provided above. No alterations to its format shall be permitted, and no substitutions shall be accepted.

**SIGNATURE OF TENDERER WITH DATE AND OFFICIAL SEAL**

(Name and Designation)  
Duly authorized to sign the Tender on behalf of  
(Name & address of the Tenderer and Seal of the Company)

**TECH FORM - 3**

**Technical Capacity of the Tenderer**

*(To be uploaded in the letter head of the Tender)*

*(Refer Clause 4.1 (A) of the ITT)*

Annexure A- Format for Performance Statement for the last three years

Orders placed by (Full address of Purchaser)	Order No and Date	Description of Goods ordered	Quantity of Goods ordered	Value of Order	Date of Completion of Delivery		Remarks indicating reasons for late delivery, if any	Has the goods/ equipment been satisfactorily functioning. (Attach a Certificate from the Purchaser)
					As per contract	Actual		
1	2	3	4	5	6	7	8	9

**General Instructions:**

- The experience cited must comply with the qualification criteria specified in Clause 4(A) of the ITT.
- Along with the above format and information, the Tenders for demonstrating the Technical Capacity as provided in Clause 4 (A) of the ITT is required to submit the supporting documentary proofs as provided at **Clause 4.4 and 4.5 of the ITT**:
- [In case the Tenderer is registered outside India. For conversion of US Dollars to Rupees, the rate of conversion shall be the rate prevailing as on the date of issue of Tender Document. In case of any other currency, the same shall first be converted to US Dollars as on the date of issue of Tender Document, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.]<sup>88</sup>
- The list above is indicative only, tenderer may attach more documents a required to showcase its past performance.

.....  
(Signature with date)

.....  
(Name and designation)  
Duly authorized to sign tender for and on behalf of

.....  
.....

### Annexure B - Capability Statement (Goods/Equipment's)

1. Name & Address of the Tenderer Phone:
2. Classifications (1) Original Equipment Manufacturer  
(2) Authorized Agent  
(3) Dealer  
(4) Others (please specify)
3. Plant: (a) Location  
(b) Description, Type & size of building  
(c) Is property on lease or free hold? If on lease indicate date of expiry of lease in such case

4. Type of goods/equipment manufactured and supplied during last 3 years.

Name of Goods/equipment	Capacity/Size	Quantity manufactured	No. of orders on hand	Quantity to be supplied as per the orders on hand

5. Types of Goods/equipment supplied during last 3years other than those covered under 4 above.

Name of Goods/equipment's	Capacity/Size and model	Name of Manufacturer	Quantity supplied in India	Quantity orders on hand

6. Turnover for similar goods/equipments sold in last three years.

7. Details of Testing facilities available
- a) List testing equipment available
  - b) Give details of tests which can be carried out on items offered.
  - c) Details of the testing organization available.
  - d) Details of quality control results

8. Personnel/Organization:  
Give Organization chart for following indicating clearly the No. of employees at various levels.

- 1. Quality assurance
- 2. Production
- 3. Marketing
- 4. Service
- 5. Spare parts
- 6. Administrative

9. Nearest service centres to each of the destination installations:

Location \_\_\_\_\_  
 Phone No. \_\_\_\_\_

- Year of Establishment \_\_\_\_\_
10. Details of Organization at Service Centre
- a) No. of skilled employees \_\_\_\_\_
  - b) No. of Unskilled employees \_\_\_\_\_
  - c) No. of Engineering employees \_\_\_\_\_
  - d) No. of Administrative employees \_\_\_\_\_
  - e) List of special repair/workshop facilities available \_\_\_\_\_
  - f) The storage space available for spare parts (sq.m.) \_\_\_\_\_
  - g) Value of minimum stock of spares available at all the service centres in respective currency \_\_\_\_\_
  - h) Value of the modes/types by number of equipment serviced by the centre in the last 3 years \_\_\_\_\_

**11. Details of Service Support Form**

Name of the Service Centre	Number of Technical staff available	Location with address and telephone	Service support facilities that would be provided

12. Names of two buyers to whom similar equipment was supplied in the past and to whom reference may be made by the Purchaser regarding the Supplier's technical and delivery ability.

1) \_\_\_\_\_

2) \_\_\_\_\_

13. Technical Details (Clause 4.1(A) of ITT) of the Goods and related services, if applicable should be specified by the Purchaser before issue of Tender Documents hereunder and for each type of goods/equipment, the details to be furnished in the Schedule of Requirements-Appendix A)

**Annexure C- Original Equipment Manufacturers' Authorization Form<sup>89</sup>**

*(Refer to Clause 4.4 (A) of the Tender Document)*

*(To be uploaded in the letter head of the Manufacturer)*

No. \_\_\_\_\_ dated

To

Dear Sir:

Reference : IFT No.....for.....goods/equipments

We \_\_\_\_\_ who are established and reputable manufacturers of  
*(name and description of goods offered)* having factories at \_\_\_\_\_ *(address of factory)* do hereby authorize M/s  
*(Name and address of Agent/Authorised dealer)* to submit a Tender, and sign the Contract with you for the goods  
manufactured/to be manufactured by us against the above IFT. The Agents/Authorised dealers registration no. with  
us is....., dated/since.....

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

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

Our details are as under:

- (a) Name of the Company.....
- (b) Complete Postal Address:.....
- (c) Pin code/ZIP code.....
- (d) Telephone nos.(With country/area codes):.....
- (e) Fax No.:(with country/area codes):.....
- (f) Mobile Nos( with country/area codes):.....
- (g) Contact persons/Designation:.....
- (h) Email IDs:.....

Yours faithfully,

.....

[Signature with date, name, and designation]

For and on behalf of Messrs.....

[name & address of the OEM and seal of company]

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 submitted by the  
Tenderer in its Tender.

\_\_\_\_\_

**TECH FORM – 4 Financial Capacity of the Tenderer**  
*(Refer to Clause 4.1(B) of the ITT)*  
*(To be submitted on the letter head of the Tenderer)*

(In Rs.)

Turnover			
Financial Year [20XX-XXXX]	Financial Year [20XX-XXXX]	Financial Year [20XX-XXXX]	Average Annual Turnover

**Instructions:**

- The Tenderer should provide details of its own Financial Capacity duly certified by its Statutory Auditor.
- Annual Turnover = Annual Income as indicated in the audited annual financial statement  
 Year 1 will be the latest completed financial year, preceding the last date for submission of Tender. Year 2 shall be the year immediately preceding Year 1 and so on. In case the last date for submission of Tenders falls within three months of the close of the latest financial year, it shall ignore such financial year for the purposes of its Tender and furnish all its information and certification with reference to the three years preceding its latest financial year.
- Along with the above format and information, the Tenderer for demonstrating the Financial Capacity as provided in Clause 4(B) of the ITT should furnish the supporting documentary proofs along with the Certificate from Statutory Auditor for Financial Capacity of the Tenderer in the following format.
- [In case the Tenderer is registered outside India, the financial capacity as certified by the statutory auditor residing outside India may be submitted. However, for conversion of US Dollars to Rupees, the rate of conversion shall be the rate prevailing as on the date of issue of Tender Document. In case of any other currency, the same shall first be converted to US Dollars as on the date of issue of Tender Document, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.]<sup>91</sup>

**Format for Certificate from Statutory Auditor for Financial Capacity of the Tenderer**  
*(To be submitted on the Letterhead of the Statutory Auditor)*

We have verified the relevant statutory and other records of M/s \_\_\_\_\_ [Name of the Tenderer], and certify that the Average Annual Turnover for the last three completed financial Year is as follows:  
 (Rs. \_\_\_\_\_)

Turnover (Rs. _____)			
Financial Year [20XX-XXXX]	Financial Year [20XX-XXXX]	Financial Year [20XX-XXXX]	Average Annual Turnover

This certificate is being issued to be produced before [Name of the Purchaser], for the [“Procurement of Goods and related services for \_\_\_\_\_”].

**Place:**

**Date**

**Signature and Seal of the Statutory Auditor clearly indicating  
 his/her membership number**

**TECH FORM - 5**  
**Statement of Legal Capacity**  
(To be provided in the letterhead of the Tenderer)  
*(Refer Clause 10.1 of the ITT)*

Ref.

Date:

To,

\_\_\_\_\_  
Phone: +91 \_\_\_\_\_

Fax: +91 \_\_\_\_\_

E-mail: \_\_\_\_\_

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the Tender Document.

We have agreed that ..... (Insert individual's name) will act as our representative/ on its behalf\* and has been duly authorized to submit the Tender Document. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

Signature, Name and Designation of the Authorised Signatory

For and on behalf of \_\_\_\_\_

\*Please strike out whichever is not applicable.

**TECH FORM – 6**  
**Power of Attorney for Signing of Tender**  
(To be submitted on 200 rupees Non-Judicial Stamp Paper)  
(Refer Clause 10.1 of the ITT)

Know all men by these presents, We, \_\_\_\_\_(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of \_\_\_\_\_and presently residing at \_\_\_\_\_, who is [presently employed with us and holding the position of \_\_\_\_\_], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our “Tender for Procurement of Goods and related services for\_\_\_\_”, proposed by the [Name of the Purchaser] (the “Purchaser”) including but not limited to signing and submission of all applications, Tenders and other documents and writings, participate in Tenderer’s and other conferences and providing information/responses to the Purchaser, representing us in all matters before the Purchaser, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our Tender, and generally dealing with the Purchaser in all matters in connection with or relating to or arising out of our Tender for the said Service and/or upon award thereof to us and/or till the entering into the Contract with the Purchaser.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_DAY OF \_\_\_\_\_, 20\*\*.

For \_\_\_\_\_  
(Signature)  
(Name, Title and Address)

Witnesses:

Accepted [Notarised]  
(Signature)  
(Name, Title and Address of the Attorney)

Notes:

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

*Also, wherever required, the Tenderer should submit for verification the extract of the charter documents and documents such as a board or shareholders’ resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Tenderer.*

*[For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Tenderer from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.]<sup>92</sup>*

**TECH FORM – 7 FORMAT FOR UNDERTAKING REGARDING RESTRICTIONS ON  
PROCUREMENT FROM A BIDDER/SUPPLIER/TENDERER OF A COUNTRY WHICH  
SHARES A LAND BORDER WITH INDIA**

*(To be submitted on the letterhead of the Tenderer)*

*(Refer Clause 10.1 of the ITT)*

[ Date]

FROM: (Name of Entity)

\_\_\_\_\_  
\_\_\_\_\_

TO: (Name and Address of the Purchaser)

\_\_\_\_\_  
\_\_\_\_\_

Dear Sir:

**Subject: Undertaking Regarding Restrictions on Procurement from a Bidder of a Country Which Shares a Land Border with India**

I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India. I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder<sup>4</sup> fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"

[I have read the clause regarding restrictions on procurement from a Bidder having Transfer of Technology (ToT) arrangement. I certify that this Bidder does not have any TOT arrangement requiring registration with the competent authority

OR

I have read the clause regarding restrictions on procurement from a Bidder having Transfer of Technology (ToT) arrangement. I certify that this Bidder has valid registration to participate in this procurement"<sup>93</sup>

Yours Faithfully,

Authorized Signature:

Name and Title of Signatory:

Name of the Tenderer:

---

<sup>93</sup> The provision relating to specified ToT should be incorporated only in the tenders which attract the restrictions due to specified ToT and retain whichever is applicable.

**TECH FORM – 8**  
**Earnest Money Deposit**  
**Appendix A**  
**Bank Guarantee for EMD<sup>94</sup>**  
*(Refer Clause 12.4 of the ITT)*

B.G. No.

Dated:

- 1 In consideration of you, \*\*\*\*\*, having its office at \*\*\*\*\*, (hereinafter referred to as the “Purchaser”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Tender of .....(a \_\_\_\_\_ registered under the \_\_\_\_\_, ) and having its registered office at .....(hereinafter referred to as the “Tenderer” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for \_\_\_\_\_(hereinafter referred to as “the Services”) pursuant to the Tender Document dated ..... issued in respect of the Service and other related documents including without limitation the draft Contract (hereinafter collectively referred to as “Tender Documents”), we (Name of \_\_\_\_\_ the Bank) having our registered office at ..... and one of its branches at .....(hereinafter referred to as the “Bank”), at the request of the Tenderer, do hereby in terms of Clause 12.3 of the Tender Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Tender Documents by the said Tenderer and unconditionally and irrevocably undertake to pay forthwith to the Purchaser an amount of Rs. \*\*\*\*\* (Rupees \*\*\*\*\* only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Tenderer if the Tenderer shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Tender Documents.
- 2 Any such written demand made by the Purchaser stating that the Tenderer is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Tenderer or any other person and irrespective of whether the claim of the Purchaser is disputed by the Tenderer or not, merely on the first demand from the Purchaser stating that the amount claimed is due to the Purchaser by reason of failure of the Tenderer to fulfil and comply with the terms and conditions contained in the Tender Documents including failure of the said Tenderer to keep its Tender open during the Tender validity period as set forth in the said Tender Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \*\*\*\*\* (Rupees \*\*\*\*\* only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 45 (forty five) days beyond the validity of the Tender or for such extended period as may be mutually agreed between the Purchaser and the Tenderer, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Purchaser shall be the sole judge to decide as to whether the Tenderer is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents including, *inter alia*, the failure of the Tenderer to keep its Tender open during the Tender validity period set forth in the said Tender Documents, and the decision of the Purchaser that the Tenderer is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Purchaser and the Tenderer or any dispute pending before any Court, Tribunal, Arbitrator or any other Purchaser.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Tenderer or the Bank or any absorption, merger or amalgamation of the Tenderer or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Purchaser shall be entitled to treat the Bank as the principal

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<sup>94</sup>This Form is required to be furnished if the Tenderer is required to furnish EMD in the form of Bank Guarantee.

debtor. The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Tender Documents or to extend time for submission of the Tenders or the Tender validity period or the period for conveying acceptance of Letter of Award by the Tenderer or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Tender Documents by the said Tenderer or to postpone for any time and from time to time any of the powers exercisable by it against the said Tenderer and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender Documents or the securities available to the Purchaser, and the Bank shall not be released from its liability under these presents by any exercise by the Purchaser of the liberty with reference to the matters aforesaid or by reason of time being given to the said Tenderer or any other forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Tenderer or by any change in the constitution of the Purchaser or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Purchaser to proceed against the said Tenderer before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Purchaser may have obtained from the said Tenderer or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Purchaser in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. \*\*\* (Rupees \*\*\*\*\* only). The Bank shall be liable to pay the said amount or any part thereof only if the Purchaser serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [\*\*\* (indicate date falling 180 days after the last date for submission of Proposal)].

Signed and Delivered by ..... Bank

By the hand of Mr./Ms. ...., its ..... and authorised official.

(Signature of the Authorised Signatory)  
(Official Seal)

**TECH FORM - 8**

**Appendix B**

**EMD Declaration<sup>95</sup>**

*(Refer Clauses 12.2 of the ITT and to be submitted on the letterhead of the Tenderer)*

Tenderer's Name \_\_\_\_\_

[Address and Contact Details]

Tenderer's Reference No. \_\_\_\_\_ Date.....

To

[Name of the Procuring Entity]

[Complete address of the Procuring Entity]

Ref: Tender Document No. \_\_\_\_\_ Tender No./ xxxx; Tender Title: Supply of Goods

Sir/ Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the Tender must be supported by a EMD Declaration in lieu of EMD.

We unconditionally accept the conditions of this EMD Declaration. We understand that we shall stand automatically debarred from being eligible for Tendering in any Tender with the Purchaser for ONE year from the date of opening of this Tender if we breach our obligation(s) under the Tender conditions if we:

1. withdraw/ amend/ impair/ derogate, in any respect, from our Tender, within the Tender validity period and or as extended by the mutual consent of the respective Tenderer(s) and the Purchaser; or
2. being notified within the Tender validity of the acceptance of our Tender by the Purchaser:
  - a. refused to or failed to produce the original documents for scrutiny or
  - b. refused to or failed to furnish the required Performance Security within the stipulated time under the conditions of the Tender Document.
  - c. Fail or refuse to sign the contract within the period specified in accordance with ITT.

We know that this EMD Declaration shall expire if the contract is not awarded to us, upon:

1. receipt by us of your notification of cancellation of the entire Tendering process or rejection of all Tenders or of the name of the successful Tenderer or
2. forty-five days after the expiration of the Tender validity period or any extension to it.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Tender for and on behalf of.....

[name & address of Tenderer and seal of company]

Dated on ..... day of..... [insert date of signing]

Place..... [ insert place of signing]

DA:.....

\_\_\_\_\_

**TECH FORM – 9 M**  
**CHECKLIST OF DOCUMENTS TO BE SUBMITTED BY THE TENDERER ALONG WITH THE**  
**TENDER**  
*(Refer Clause 3 , 4 11 of the ITT)*

SI No	Reference Clause	Heading	Documentary Proofs	Submitted YES/NO
1.	10.1 A	First Electronic Document – Technical Tender documents	Tech Form- 1 to Tech Form – 9	
2.	10.1 B	Second Electronic Document – Part 1- Financial Tender documents	FIN Form – 1 Rate should not be mentioned in the document. Rate should be quoted through portal.	
3.	3.1 (a)	Statement of not been debarred	Furnish self-declared Certificate	
4.	3.1.(d)	Legal Status of the Tenderer	<p>i. A <b>proprietorship firm</b> should furnish self-declaration or self-certificate supported by PAN in the proprietor name, PAN and IT returns for the last 3 (three) financial years preceding last date for submission of Tenders.</p> <p>ii. A <b>company</b> should furnish copy of the certificate of incorporation and memorandum of association, PAN and IT returns for the last 3 (three) financial years preceding the last date for submission of Tenders.</p> <p>iii. A <b>partnership firm</b> or a limited liability partnership firm should submit copy of registration certificate, PAN and IT returns for the last 3 (three) financial years preceding the last date for submission of Tenders.</p> <p>iv. A <b>registered society</b> should furnish a copy of PAN and the IT returns for the last 3 (three) financial years preceding the last date for submission of Tenders and registration certificate as a proof of identity.</p> <p>v. If a State-owned enterprises or institutions to establish, in a manner acceptable to the Client, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.</p>	
5.	4.3 (v)	Details of Registration	<p>Furnish a copy of the following valid registration certificate issued by the concerned authority</p> <p>a. Registration under the applicable law for establishing their legal identity.</p> <p>b. Registration under the Goods and Service Tax (GST) of the State of Karnataka.</p> <p>c. Permanent Account Number (PAN) issued by the Board of Direct Taxes under the Income Tax Act, 1961.</p>	

			<p>d. ISO Certificate.</p> <p>e. Tenderer should submit valid Import Export Certificate</p>	
6.	4.1.(A)	Technical Capacity Demonstration	<p>Furnish a copy of the following documents</p> <p>a. Original Equipment/Goods Manufacturer (OEM) Certificate.</p> <p>b. ii. the Tenderer, as authorized representative, has supplied, installed and commissioned satisfactorily at least 03 Scientific Research equipment similar to the type specified in the “Schedule of Requirement” to any government departments/institutions/organizations in the last three financial years Information on all past supplies and satisfactory performance in the prescribed format at Tech Form 3-Annexure A, Annexure B, Annexure C and Annexure D .</p> <p>1. Details of Service Centres and information on service support facilities that would be provided after the warranty period in the prescribed format at Tech Form 3-Annexure B.</p> <p>2. Tenderer should enclose compliance chart for technical specifications (make, model, Brand with datasheet) for the items who wish to participate. (Tech Form 10)</p> <p>3. The Tenderer should furnish details of Service Centres.</p> <p>4. Tech Forms 1 to 10.</p> <p>5. declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka Self –declaration must be attached on theRs100/- Stamp paper with Notary.</p> <p>6. A certificate for having read the above clauses is required to be submitted / uploaded by the Tenderer separately in the prescribed format at <b>Tech Form – 7</b> and Certificate issued by OEM in this regard.</p> <p>7. Tenderer must have supplied similar items as specified in Schedule of Requirement to any Government Department/Institutions/organizations</p>	

7.	5 (B)	Financial Capacity Demonstration	<p>If the Tenderer is OEM of the Goods being sought to be procured as per this Tender process, then the Average Annual Turnover of the Tenderer should be more than 20 lakhs for the last three preceding financial years (i.e. Financial Year 2023-2024,2024-25 and 2025-2026) ending on the relevant financial year.</p> <p style="text-align: center;">OR</p> <p>ii. If the Tenderer is an authorized dealer of the OEM duly authorized to participate in the Tender, then the average annual turnover of such Tenderer shall not be less than 20 lakhs for the last three preceding financial years (i.e. Financial Year 2023-2024,2024-25 and 2025-2026) ending on the relevant financial year.</p>	
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**Appendix A**  
**Bank Guarantee for EMD<sup>94</sup>**

**FIN FORM 1 - SAMPLE FORMAT FOR FINANCIAL TENDER**

*(Sample format to be prescribed in excel of the slot provided in the Karnataka Public Procurement Portal)*  
*(Refer Clause 4.1 B of the ITT)*

**Part A: Price Schedule for Goods**

*[The Tenderer shall fill in the Price Schedule Form for Goods in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the List of Goods specified by the Purchaser in the Schedule of Requirements and may be appropriately modified as per requirement of particular Goods]*

Serial Number	Brief Description of Goods	Unit	Quantity	Unit price	Total Price for related services except IGST/SGST/CGST paid or payable on related services (Col. 3 x 4 x 5)	IGST/ SGST/ CGST paid / payable on goods (rate and amount)	Total Price of Goods (Col. 6+7)	
							(in words)	(in figures)
1	2	3	4	5	6	7	8	
<i>Schedule I</i>	<i>[Description of Schedule]</i>							
<i>1.1</i>								
<i>1.2</i>								
<i>1.3</i>								
<i>Schedule II</i>	<i>[Description of Schedule]</i>							
<i>1.1</i>								
<b><i>1.3 Total Tender Price for Goods(A)</i></b>								

**Note:**

- 1) The total Contract price quoted for supply of goods shall be inclusive of all taxes, duties, incidental services.
- 2) The breakup for the total price shall be provided in the slot of Karnataka Public Procurement Portal (as detailed in 10.1.B.1).

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This is an indicative format. The Tenderer are requested to quote all-inclusive services (including taxes) in the Karnataka Public Procurement Portal

**APPENDIX A**  
**SCHEDULE OF REQUIREMENTS**  
*(Refer Clause 1.1 of the ITT)*

**Part - I – For Supply of Goods**

<b>Serial No</b>	<b>Brief Description (item name)</b>	<b>Qty</b>	<b>Unit</b>	<b>Delivery Schedule</b>	<b>EMD (Rs)</b>
1	<b>Nitrogen Gas Generator</b>	1	Nos	30 days	20,000/-
2	<b>Spin coater with oil Pump</b>	1	Nos	30 days	

Note:

1. Tenderer are not allowed the option to submit a tender for any one or part of the above-mentioned schedule of requirement and to offer discounts for combined schedules. Therefore, Tenderer must quote for all items. The lowest evaluated Overall total of the tenders will be treated as L1.
2. Detailed Technical Specification is given in SECTION V: Appendix B (Page No 77 Onwards)

### **Instructions, Conditions and Scope of Work for Procurement**

The objective of this project is to supply and install Laboratory Equipment to Rani Channamma University, Belagavi, in line with the university's technical and operational requirements. The Tenderer will be responsible for ensuring that the supplied equipment meets the specified standards and is installed, Tested and configured for immediate use by the university staff and students.

The Tenderer who has received the work or supply order for supply and installation of Laboratory equipment has to take permission respective Departments for installation and executing the work. The Departments are providing some execution instructions as per the Department Policy of the University with respect to the Department policy the tenderer has to execute the work of Installation and should adhere to the below mentioned.

1. The Tenderer after getting the supply order from the university should supply the goods and service within the stipulated time.
2. The Tenderer must supply a good quality item; the items should not be unpacked or used somewhere.
3. The Tenderer should not supply any pirated/unlicensed Laboratory Equipment /software or hardware to the University.
4. The Tenderer should supply fulfill items quantity as mentioned in the supply order.
5. The Tenderer must take responsibility of Installing the items, Updating, Configuring, Testing and reporting and same should be certified by the concern officer or technical staff.
6. In Case of the Tenderer supplied any goods should maintain the quarterly service as long as the warranty period.
7. In Case of requirement of support in the equipment matter the tenderer must depute his technical staff to the location of installation for those goods which are covered under onsite warranty.
8. The Tenderer has to make sure that all required documentation, warranties, and training materials should be submitted from his end.
9. Quality and Compliance: All hardware supplied should be of the highest quality and comply with the industry standards. The Tenderer should adhere to all applicable regulations, environmental guidelines, and safety protocols during the installation process.

**APPENDIX B**  
**INSTRUCTIONS ON E-TENDERING**  
*(Refer Clause 14.6 of the ITT)*

1. The Tendering process for this Tender Document will be completed online through the Karnataka Public Procurement Portal.
2. The Tender document can be downloaded free of cost from the Karnataka Public Procurement Portal.
3. The Tenderer must register with his/her Digital Signature Certificate (DSC) in the Karnataka Public Procurement Portal and subsequently he/she will be allowed to carry out his/her Tender submission activities. Registering the Digital Signature Certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the Tenderer should first log on to the Karnataka Public Procurement Portal using the User Login option on the home page with the Login Id and Password with which he/ she has registered.
4. For successful registration of DSC on Karnataka Public Procurement Portal <https://Kppp.karnataka.gov.in> the Tenderer must ensure that he/she possesses Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website <https://Kppp.karnataka.gov.in> is presently accepting DSCs issued by these authorities only. The Tenderer can obtain User Login Id and perform DSC registration exercise even before e-Tender submission date starts.
5. The Tenderer shall be required to use his/her own Digital Signature while uploading Tender. The Tenderer shall be required to upload the Tender using its Digital Signature only. Failure to comply or usage of Digital signature of other firm shall be liable for rejection of the Tender.
6. Tenders must be submitted to the Purchaser through Karnataka Public Procurement Portal by the last date and time for submission of Tenders<sup>101</sup>. Two Tender Document System<sup>102</sup> procedure shall be followed, wherein the Tenderer are required to submit Technical Tender and Financial Tender. The First electronic document i.e Technical Tender, will be opened first and the Second electronic document i.e the Financial Tender, will be opened only if the Technical Tender submitted by the Tenderer is found to be qualified in accordance with the terms of this Tender Document.
7. The Tenderer must upload all the required documents electronically in the Karnataka public procurement portal in the prescribed format except the Financial Tender Submission (Financial Tender/Contract Price) in prescribed format only on the Karnataka Public Procurement Portal.
8. It is suggested that the files to be uploaded should be made in grey scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the Karnataka Public Procurement Portal <https://Kppp.karnataka.gov.in>. The required electronic documents for each document label of Technical (Fee details, Annexure etc) schedules/packets can be clubbed together to make single different files for each label. The size of Single label file should not exceed 70 MB size.
9. Along with the Tenders, the stipulated Tender processing fees and EMD/ EMD Declaration must be submitted as mentioned in Karnataka Public Procurement Portal.

10. Any queries relating to the process of online Tender submission or queries relating to the Karnataka Public Procurement Portal in general may be obtained from the KPPP Helpdesk.
11. Regarding submission, the server time (which is displayed on the Tenderer dashboard) will be considered as the standard time for referencing the deadlines for submission of the Tenders by the Tenderer, opening of Tenders etc. The Tenderer should follow this time during Tender submission.
12. Upon the successful and timely submission of Tenders (ie after Clicking “Freeze Tender Submission” in the portal), the Karnataka Public Procurement Portal will give a successful Tender submission message & a Tender summary will be displayed with Tender no. and the date & time of submission of the Tender with all other relevant details.
13. The Tender summary has to be printed and kept as an acknowledgement of the submission of the Tender. This acknowledgement may be used as an entry pass for the Technical Tender opening meetings.
14. All the documents being submitted by the Tenderer would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of Tender opening. The confidentiality of the tenders is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any Tender Document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/tenders openers’ public keys. Overall, the uploaded Tender Documents become readable only after the Tender Opening by the authorized Tender openers.
15. At any time after the uploading of the Tender Documents and prior to the deadline for submission of Tenders, the Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may make any modifications or amendments to the Tender Documents. Such modifications or amendments shall be notified on the Karnataka Public Procurement Portal through issue of Addendum or Corrigendum or Clarification. Any Addendum or Corrigendum or Clarification issued by the Authority shall form part of the original Tender Document. The Authority’s response to any queries of the Tenderer post pre-bid meeting will be published in Karnataka Public Procurement Portal.
16. The Tenderer must acquaint and train themselves with the rules, regulations, procedure and implied conditions/agreement of the Karnataka Public Procurement Portal.
17. The Tenderer shall settle clarifications and disputes if any, regarding the Karnataka Public Procurement Portal directly with Karnataka Public Procurement Portal helpdesk. In case of conflict between provisions of the Karnataka Public Procurement Portal with the Tender Document, provisions of the Karnataka Public Procurement Portal shall prevail.
18. The Tenderer shall be responsible to see the Karnataka Public Procurement Portal till last date of submission of Tender for any clarification/amendment which shall be part of the Tender Document.

#### SECTION IV - FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the \_\_\_\_\_ day of the month of \_\_\_\_\_, 20\_\_\_\_, between, on the one hand, The Governor of Karnataka through \_\_\_\_\_ (hereinafter called the "**Purchaser**") and, on the other hand, \_\_\_\_\_(hereinafter called the "**Supplier**").

#### WHEREAS

- a. Purchaser is desirous to procure 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 on the terms and conditions set forth in this Contract for a sum of Rs.\_\_\_\_/- (Rupees \_\_\_\_\_Only) (hereinafter called as the "**Contract Price**");

NOW THEREFORE the parties hereto hereby agree 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 attached hereto shall be deemed to form and be read and construed an integral part of this Contract:
  - a. The General Conditions of Contract (hereinafter called "GCC");
  - b. The Special Conditions of contract (hereinafter called "SCC");
  - c. The following Appendices:
    - Appendix A: Schedule of Requirements
    - Appendix B: Technical Specifications
    - Appendix C: Contract Price
    - Appendix D: Form of Guarantee for Performance Security Deposit/ E-Bank Guarantee
    - Appendix E: Form of Guarantee for Annual Maintenance Security
    - Appendix F: Notification of Award and Letter of Intent.
    - Appendix G: Any Modification, Addendum, Pre-Bid Meeting Proceedings

*[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.]*

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:

**FOR SUPPLY OF GOODS**

Serial Number	Brief Description	Unit	Quantity	Unit price	Total Price for related services except IGST/SGST/CGST paid or payable on related services (Col. 3 x 4 x 5)	IGST/SGST/CGST paid / payable on goods (rate and amount)	Total Price of Goods (Col. 6+7)	
							(in words)	(in figures)
1	2	3	4	5	6	7	8	
<i>Schedule I</i>	<i>[Description of Schedule]</i>							
<i>1.1</i>								
<i>1.2</i>								
<i>1.3</i>								
<i>Schedule II</i>	<i>[Description of Schedule]</i>							
<i>1.1</i>								
<i>1.2</i>								
<i>1.3</i>								
<b>Total Tender Price for Goods(A)</b>								

**FOR ANNUAL MAINTENANCE AND REPAIR COST AFTER WARRANTY PERIOD**

Year of Maintenance	Schedule No.	Brief Description	Unit	Total quantity	Amount of Annual Maintenance Repair Cost		IGST/SGST/CGST Paid/payable on services (rate and amount)
					In Figures	In Words	
1							
2							
3							
<b>Total Tender Price for Annual maintenance Cost (B)</b>							

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF [GOVERNOR OF KARNATAKA]

By  
(Signature and Designation of the Authorized Representative of the Purchaser)

FOR AND ON BEHALF OF [NAME OF SUPPLIER]

By  
(Signature and Designation of the Authorized Representative of the Supplier)

## SECTION V: GENERAL CONDITIONS OF CONTRACT (GCC)

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## SECTION V – GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

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

- (a) "**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) "**Contract Price**" means the price including applicable GST payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "**Day**" means calendar day.
- (d) "**Effective Date**" means the date on which this Contract is signed and executed by the parties hereto;
- (e) "**GCC**" means the General Conditions of Contract contained in this section.
- (f) "**Government**" means the Government of Karnataka State.
- (g) "**Goods**" means all goods including articles, the equipment, sub-systems, hardware, software, products accessories, software, machinery, and/or other materials etc and shall be deemed to be including specific small work or some services that are incidental or consequential to the supply of such goods which the Supplier is required to supply to the Purchaser under the Contract;
- (h) "**Party**" means the Purchaser or the Supplier, as the case may be, and Parties means both of them;
- (i) "**Performance Security**" (includes the terms 'Security Deposit' or 'Performance Bond' or 'Performance Bank Guarantee' or 'E-Bank Guarantee' or any other specified financial instruments in specific contexts, means a monetary guarantee to be furnished by the successful Tenderer or Supplier in the form prescribed for the due performance of the contract;
- (j) "**Purchaser**" means the organization purchasing the Goods, as named in SCC.
- (k) "**Purchaser's country**" is the country named in SCC.
- (l) "**Project Site**", where applicable, means the place or places named in SCC.
- (m) "**Quarterly Payment**" means fees that the Supplier may be entitled to be paid by the Purchaser on the quarterly basis for the services rendered during maintenance period.
- (n) "**Supplier**" means the individual or firm supplying the Goods and Services under this Contract and the term includes Bidder/tenderer.
- (o) "**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;

(p) “SCC” means the Special Conditions of Contract by which these General Conditions of Contract may be supplemented<sup>103</sup>.

(q) “Third Party” means any person or entity other than the Government, the Purchaser and the Supplier.

## **2. Application**

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

## **3. Standards**

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

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

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

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

4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

4.4 The supplier shall permit the Government to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government, if so required by the Government.

## **5. Supplier's Obligations:**

### **5.1 Patent Right**

a) The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India. The Purchaser shall retain all right, title and interest in and to the licensed technology, including all worldwide technology and intellectual property and proprietary rights. The Supplier shall ensure that while supplying any software, hardware, processes, document or material in the course of performing the services, it does not infringe the intellectual property rights of any person/company. The Supplier shall keep the Purchaser indemnified against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any intellectual property rights by the Supplier during the course of performance of services.

b) If the Purchaser desires, the Supplier shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied/installed by the

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<sup>103</sup> SCC to be got approved by the Tender Accepting Authority.

Supplier, the same shall be acquired in the name of the Purchaser, prior to termination of this Contract. Subsequent to the term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the Purchaser.

5.2 **Changes in Constitution/financial stakes/responsibilities of Supplier's Business**

The Supplier must proactively keep the Purchaser informed of any changes in its constitution/financial stakes/responsibilities during the execution of the contract. Where the supplier is a partnership firm, the following restrictions shall apply to changes in the constitutions during the execution of the contract:

- a) A new partner shall not be introduced in the firm except with the previous consent in writing of the Purchaser, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking.
- b) On the death or retirement of any partner of the supplier firm before the complete performance of the contract, the Purchaser, may, at his option, terminate the contract for default as per the Contract and avail any or all remedies thereunder.
- c) If the contract is not terminated as provided in Sub-clause (ii) above notwithstanding the retirement of a partner from the firm, that partner shall continue to liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Purchaser, in writing or electronically.

5.3 **Obligation to Maintain Eligibility and Qualifications**

- a) The contract has been awarded to the supplier based on specific eligibility and qualification criteria. The supplier is contractually bound to maintain such eligibility and qualification during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the supplier should be pro-actively brought to the notice of the Purchaser, within 7 days of it coming to the Supplier's knowledge. These changes include but are not restricted to:
- b) Change regarding information furnished by it in its Tender Documents.

5.4 **Permits, Approvals and License**

Whenever the supply of Goods and incidental Works/Services (including preventive and breakdown maintenance) requires that the supplier obtain permits, approvals and licenses from local public authorities, it shall be the supplier's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to export license or environmental clearance if required. If requested by the supplier, the Purchaser shall make its best effort to assist the supplier in complying with such requirements in a timely and expeditious manner, without any dilution of the Supplier's responsibility in this regard.

5.5 **Confidentiality**

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Purchaser to the supplier, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the Purchaser and shall not, without the prior written consent of Purchaser neither be divulged by the supplier to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by the Purchaser, all copies of all such information in original shall be returned on completion of the supplier's performance and obligations under this contract.

5.6 **Secrecy**

The subject matter of this contract is secret as per the Official Secrets Act, 1923 or if the contract is marked as "Secret", the supplier shall take all reasonable steps necessary to ensure that all persons employed in any

connection with the contract, have acknowledge their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder

6. **Performance Security**

- 6.1 Within 14 (fourteen) days of receipt of the Letter of Intent, the Supplier shall furnish Performance Security to the Purchaser in the form of Bank Guarantee or E-Bank Guarantee for an amount stated in the SCC provided in **Appendix D** of this Contract excluding annual Maintenance Cost, valid upto 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 36 months and the Performance Bank Guarantee/E-Bank Guarantee for proportionate value shall be extended 60 days over and above the initial Warranty period.
- 6.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 6.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
- (a) A Bank guarantee or irrevocable Letter of Credit, issued by a nationalized/scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser; or
  - (b) A cashier's check or Banker's certified check, or crossed demand draft or pay order drawn in favour of the Purchaser; or
  - (c) Specified small savings instruments pledged to the Purchaser.
- 6.4 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any Warranty obligations, under the Contract and following receipt of a performance guarantee for 5% of the contract value excluding annual maintenance costs towards guarantee for the annual maintenance as stated in Clause of SCC.
- 6.5 In the event of any contract amendment, the Supplier shall, within 21 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.
- 6.6 Failure to submit the bank guarantee for annual maintenance service in the period specified above will constitute sufficient ground for forfeiture of the performance guarantee.
- 6.7 The Purchaser shall be entitled, and it shall be lawful on his part,
- b) to deduct from the performance securities or to forfeit the said security in whole or in part in the event of;
    - i) any default, or failure or neglect on the part of the supplier in the fulfilment or performance in all respect of the contract under reference or any other contract with the Purchaser or any part thereof.
    - ii) for any loss or damage recoverable from the supplier which the Purchaser may suffer or be put to for reasons of or due to above defaults/failures/neglect.
    - iii) for corrupt and fraudulent practices of supplier.
  - c) And in either of the events aforesaid to call upon the supplier to maintain the said performance security at its original limit by making further deposits, provided further that the Purchaser shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the supplier for similar reasons.

6.8 The Purchaser shall release the performance security subject to the sub-clause above without any interest to the supplier on completing all contractual obligations, including the warranty obligations, if any. Alternatively, for the duration of Warranty obligations, upon the supplier submitting a suitable separate Warranty Security, the original Performance Guarantee Security shall be released mutatis mutandis.

**7. Inspections and Tests**

7.1 The Purchaser or its representative shall have the right to inspect and/or to test (including special or third party test, raw materials, and stage of inspection) 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/appointed for these purposes.

7.2 The inspections and tests may be conducted on the premises of the Supplier or its authorized agent(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its authorized agent(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

7.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

7.4 The inspecting authority has no authority to modify the governing specifications, approved drawings, or samples during inspection without the Purchaser's approval.

7.5 The supplier shall put up the goods for inspection well ahead of the delivery period to complete the inspection in respect of the conditions of pre dispatch inspection of ordered goods at supplier's premises provided in the contract.

7.6 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

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

**7.8 Manuals and Drawings**

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

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

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

7.9 For the System & Other Software the following will apply:

The Supplier shall provide complete and legal documentation of hardware, all sub-systems, operating systems, compiler, system software and the other software. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The supplier shall also indemnify the purchaser against any levies/penalties on account of any default in this regard.

7.10 Acceptance Certificates:

7.10.1 On successful completion of acceptability test, receipt of deliverables etc, and after the purchaser is satisfied with the working of the system/supplied goods, the acceptance certificate signed by the supplier and the representative of the purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems/completion of the supply.

7.10.2 The training as per Clause 16 of Special Conditions of Contract shall be conducted on the dates mutually agreed upon and within two months from the date of acceptance of supply.

**8. Packing**

8.1 The marking of the Goods must comply with the Goods of the laws relating to merchandise marks for the time being in force in India.

8.2 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

8.3 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

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

- i. An iconic graphical mark to visually identify a particular consignment.
- ii. Name of the Purchaser; contract number and date
- iii. Brief description of Goods including quantity.
- iv. The gross weight of the package
- v. Serial number of this package and the total number of packages in the consignment
- vi. Packing list reference number
- vii. Country of origin of goods
- viii. Consignee's name and full address and
- ix. Contractor's/Supplier's name and address

**9. Delivery and Documents**

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

**10. Insurance**

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

details in case of domestic supply of goods on CIF/FOR destination basis and in case of import of goods by the supplier are specified in SCC.

- 10.2 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.<sup>104</sup>

## 11. Transportation

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

- 11.2 [Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.]<sup>105</sup>

## 12. Incidental Services

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

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

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

## 13. Spare Parts

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

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

- 13.1 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.

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<sup>104</sup> This Clause may be deleted if international/ foreign Tenderers are not allowed to participate in the Tendering Process.

#### **14. Warranty**

- 14.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 14.2 This warranty shall remain valid for .... hours of operation or 36 months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for 39 months after the date of shipment from the place of loading whichever period concludes earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:
- (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC ; OR
  - (b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be as specified in the Technical Specifications.
- 14.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 14.4 Upon receipt of such notice, the Supplier shall, within the period of 3 days and with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever, shall lie on the Purchaser for the replaced parts/goods thereafter. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period of 36 months.
- 14.5 If the Supplier, having been notified, fails to remedy the defect(s) within 3 days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 14.6 The Supplier shall guarantee a 90% uptime of systems/peripherals/equipment's
- 14.7 If any equipment/ system (s)/ gives continuous trouble, say six times in a month during the Warranty period, the Supplier shall replace the equipment/system(s) with new equipment/system(s) without any additional cost to the Purchaser.
- 14.8 **Annual Maintenance Service:**
- i. Free maintenance services shall be provided by the Supplier during the period of warranty.
  - ii. The maximum response time for maintenance complaint from any of the destinations specified in the Schedule of Requirements (i.e. time required for supplier's maintenance engineer to report at the installation after a request call/telegram is made or letter is written) shall not exceed 24 hours.
  - iii. It is expected that the average downtime of the item (system) will be less than half the maximum downtime (i.e. defined as number of days for which an item of equipment is not usable because of inability of the supplier to repair it) as mentioned in the form of technical details. In case an item is not usable beyond the stipulated maximum downtime the supplier will be required to arrange for an immediate replacement of the same till it is repaired. Failure to arrange for the immediate repair/replacement will be liable for a penalty of Rs. 100 per day per item. The amount of penalty will be recovered from the Performance Security guarantee during

warranty period. During annual maintenance contract period, the penalty of Rs. 100 per item per day will be recovered from the amount of annual maintenance charges.

- iv. The Purchaser reserves the right to terminate maintenance and repairs contract, after warranty period, at any time without assigning any reasons and the Supplier cannot claim any compensation in this respect.

**15. Payment**

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

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

15.3 Payments shall be made promptly by the Purchaser but in no case later than thirty (30) days after submission of the invoice or claim by the Supplier. In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth above, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

15.4 Payment shall be made in Indian Rupees.

**16. Prices**

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

**17. Change Orders**

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

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

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

**18. Contract Amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

20.1 No subcontracts are allowed.

## **21. Delays in the Supplier's Performance**

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

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

21.3 No increases in price on account of any statutory increase in or fresh imposition of GST, customs duty or on account of any other taxes/duty/cess/levy), leviable in respect of the Goods and incidental Works/Services stipulated in the said contract which takes place after the original delivery date, shall be admissible on such of the said Goods, as are delivered after the said date;

21.4 Not with standing any stipulation in the contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such goods delivered after the said date and

21.5 Nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, customs duty or on account of any other Tax or duty or any other ground as stipulated in the price variation clause or foreign exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date.

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

## **22. Liquidated Damages**

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

## **23. Termination for Default**

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

- (a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier fails to adhere to the Quality requirements/specification and non-replacement of the required goods within the stipulated time.
- (d) If the Supplier, is debarred under the KTPP Act and the Rules thereunder for corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

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

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procurement Entity/Purchaser, and includes collusive practice among Tenderer either prior to or after tender submission, designed to establish Contract prices at artificial non-competitive levels and to deprive the Procurement Entity/Purchaser of the benefits of free and open competition.

- (e) If the contractor is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager.
- (f) if the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

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

## **24. Force Majeure**

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

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

24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all

reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above is in force for 90 (ninety) days or more at any time, either party shall have the option to terminate the contract on expiry of 90 (ninety) days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract before such termination.

**25. Termination for Insolvency**

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

**26. Termination for Convenience**

26.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective. Such termination shall not prejudice or affect the rights and remedies accrued and/or shall accrue after that to the Parties.

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

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

26.3 All warranty obligations, if any, shall continue to survive despite the termination

**27. Settlement of Disputes**

**27.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes excluding the excepted matters specified in the SCC arising out of or in connection with this Contract or its interpretation.

**27.2 Dispute Settlement**

- a. Any dispute between the Parties as to matters arising pursuant to this Contract excluding the excepted matters stated in clause 27.1 above that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SCC.
- b. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by Arbitration.
- c. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.3 Notwithstanding any reference to arbitration herein,

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

**28. Limitation of Liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 5,
- (a) The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
  - (b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing Language**

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

**30. Applicable Law**

- 30.1 The Contract shall be interpreted in accordance with the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.

**31. Notices**

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

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

**32. Taxes and Duties**

- a. The Supplier shall be entirely responsible to pay for all taxes, duties, fees, levies etc., incurred until delivery of the services to the Purchaser.
- b. Payment of GST Tax under the contract:
  - i. The payment of GST and GST Cess to the Supplier shall be made only on the latter submitting a GST compliant bill/invoice indicating the appropriate HSN code and applicable GST rate thereon duly supported with documentary evidence as per the provision of relevant GST Act and the Rules made there under. The delivery of Service shall be shown being made in the name, location/state, and GSTIN of the Supplier only; the location of the procurement office of the Purchaser has no bearing on the invoicing.
  - ii. While claiming reimbursement of duties, taxes etc.(like GST) from the Purchaser, as and if permitted under the contract, the Supplier also agree and confirm that in case he gets any refund out of such taxes and duties from the concerned authorities at a later date, the Supplier shall refund to the Purchaser, the Purchaser's share out of such refund received by the Supplier. The Supplier shall also refund the appropriate amount to the Purchaser immediately on receiving the same from the concerned authorities.
  - iii. The Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only the net balance payment due.
  - iv. GST shall be paid as per the rate at which it is liable to be assessed or has been assessed provided the provision of services is legally liable to such taxes and is payable as per the terms of the contract subject to the following conditions:
    - The Purchaser shall not pay a higher GST rate if leviable due to any misclassification of HSN number or incorrect GST rate incorporated in the contract due to Supplier's fault. Wherever

the Supplier invoices at GST rate or HSN number, which is different from that incorporated in the contract, payment shall be made as per GST rate, which is lower of the GST rates incorporated in the contract or billed.

- However, the Purchaser shall not be responsible for the Supplier's tax payment or duty under misapprehension of the law.
- In case of profiteering by the Supplier relating to GST tax, the Purchaser shall treat it as a violation of the code of integrity in the contract and avail any or all punitive actions thereunder, in addition of recovery and action by the GST authorities under the Act.

## SECTION VI: SPECIAL CONDITIONS OF CONTRACT

(To be got approved by Tender Accepting Authority)

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. The date on which this Contract shall come into effect is: \_\_\_\_\_ [ Fill the date of execution of this Contract].
2. **Definitions (GCC Clause 1)**
  - (a) The Purchaser is .....
  - (b) The Supplier is .....

### 3. **Inspection and Tests (GCC Clause 7)**

Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

- i. The inspection of the Goods shall be carried out to check whether the Goods are in conformity with the technical specifications attached to the contract and shall be in line with the inspection/test procedures laid down in the Technical Specifications and the General Conditions of contract. Following broad test procedure will generally be followed for inspection and testing of machine. The supplier will dispatch the goods to the ultimate consignee after internal inspection testing along with the supplier's inspection report and manufacturer's warranty certificate. The purchaser will test the equipment after completion of the installation and commissioning at the site of the installation. For site preparation, as stated in Clause 21 of SCC. The supplier should furnish all details to the purchaser sufficiently in advance so as to get the works completed before receipt of the equipment. Complete hardware and software as specified in Section V should be supplied, installed and commissioned properly by the supplier prior to commencement of performance tests.
- ii. The acceptance test will be conducted by the purchaser/their consultant or any other person nominated by the purchaser, at its option. The acceptance will involve trouble-free operation for seven consecutive days. There shall not be any additional charges for carrying out acceptance tests. No malfunction, partial or complete failure of any part of hardware or excessive heating of motors attached to printers, drivers etc. or bugs in the software should occur. All the software should be complete and no missing modules/sections will be allowed. The supplier shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the purchaser, the successful completion of the test specified. An average uptake efficiency of 90% for the duration of test period shall be considered as satisfactory.
- iii. In the event of the hardware and software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the purchaser reserves the rights to get the equipment replaced by the supplier at no extra cost to the purchaser.
- iv. The Third Party Inspection is mandatory in respect of all goods and equipment contracts where the estimated value is more than Rs.50 Lakhs for an item of goods and equipment.

v. Details of inspections and tests required (*Purchaser needs to specify the inspections and tests required specifically for the Procurement being done*):

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_
- d. \_\_\_\_\_

**4. Delivery and Documents (GCC Clause 9)**

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

- i. Four Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount (GST Compliant format);
- ii. Certificate of pre-despatch inspection by the Purchaser's representative/ nominee, if applicable;
- iii. Performance/ Warrantee Bond, if applicable;
- iv. Railway receipt/acknowledgment of receipt of goods from the consignee(s);
- v. Clean on Bill of lading/ Airway bill/ Rail receipt or any other despatch document,
- vi. in case of payment against dispatch documents, if so provided;
- vii. Four<sup>110</sup> Copies of packing list identifying the contents of each package;
- viii. Insurance Certificate;
- ix. Manufacturer's/Supplier's warranty certificate;
- x. Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- xi. Any other document specified.

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

**Table for Delivery Schedule**

SI No	Activity	Commencement Date	Ready for Pre-Delivery	Delivery	Delivery Within Period	Penalty for Delay

The Purchaser shall made the arrangement of shipping in the case of FOB/FAS Contracts. The Supplier shall give adequate notice to the Purchaser and its Forwarding Agents/Nominees about the readiness of the cargo from time to time and at least six weeks' notice in advance of the required date of dispatch for finalising the shipping arrangements. In the case of CFR (Cost & Freight of port of destination) contracts, the Supplier shall arrange the shipment as per the instructions from the Purchaser.

If the Purchaser desired to airlift all or some of the Goods, the Supplier shall pack the Goods accordingly upon receiving intimation to that effect. Such deliveries shall be agreed upon well in advance and paid for as may be mutually agreed.

**5. Transportation (GCC Clause 11)**

The goods shall be transported at public tariff rates. In case of FOR station dispatch the goods shall be booked by the most economical route or most economical tariff available at the time of dispatch as the case may be.

Responsibility for transportation of the Goods shall be as specified in the Incoterms.

If not in accordance with Incoterms, responsibility for transportations shall be as follows: [insert “The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Purchaser’s Country, defined as the Project Site, transport to such place of destination in the Purchaser’s Country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price”; or any other agreed upon trade terms (specify the respective responsibilities of the Purchaser and the Supplier)]

**6. Incidental Services (GCC Clause 12)**

The following services shall be furnished and the cost shall be included in the contract price:

- (a) Performance of the on-site assembly, commissioning and start-up of the equipment.
- (b) Furnishing the detailed operation and maintenance manuals for each items of supply at each location.
- (c) Training of the Purchaser’s personnel at the Supplier’s office or other facility, in the installation and operation of the goods hardware, utilities and all contracted software, as specified in the Clause 16 of S.C.C.
- (d) Maintenance and repair of the equipment at each location during the warranty period including supply of all spares. This shall not relieve the supplier of any warranty obligations under this contract.
- (e) Maintenance and/or repairs of the supplied goods for a period of three years after the end of the warranty period. The Supplier should indicate the spares and their costs, if any, which are not included in the maintenance contracts.
- (f) The Annual Maintenance Contract (AMC) will be comprehensive and will cover the cost of all the spare parts required for replacement/repair the system except consumable items like printer-bands, printer-ribbons, printer-heads, stationery etc. The AMC may be on regular basis to ensure the minimum downtime of the system. In other words AMC should assure 90% uptime of all systems/peripherals.

**7. Performance Security (GCC Clause 6)**

Performance Security Deposit amount is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only). Either in the form of Bank Guarantee as provided in Schedule F or E-Bank Guarantee or in the form of bankers cheque or Demand Draft drawn in favour of the Purchaser.

**8. Insurance (GCC Clause 10)**

- a) In case of domestic goods supply on CIF/FOR destination basis, the supplier shall be responsible until the entire Goods contracted arrive in good condition at destination. The supplier shall cover the transit risk in this respect by getting the goods duly insured at its own cost. The supplier shall obtain the insurance cover in its name and not in the name of the Purchaser or its Consignee.
- b) In FOB and CFR offers for the import of Goods, the insurance shall be arranged by the Purchaser. However, the supplier must give sufficient notice to the Purchaser before the date of shipment so that the Insurance Cover for the shipment can be activated. The supplier must co-ordinate to ensure that the Shipment sails only with Insurance cover in place.
- c) In case of import of goods, even when the Purchaser pays the insurance, it shall entirely be the supplier’s responsibility to make good loss/damage without waiting for settlement of insurance claim so that

equipment is commissioned within the time stipulated in the contract. After the insurance claim settlement, reimbursement shall be made by the Purchaser to the supplier.

**9. Payment (GCC Clause 15)**

*[the clauses below are suggestive; the purchaser may modify as appropriate]*

**A. For Supply of Goods**

- i. On Delivery: thirty percent of the contract price excluding maintenance and/or repair charges shall be paid on receipt of Goods and upon submission of the documents specified in SCC Clause 6 above; and
- ii. On Final Acceptance: seventy percent of the Contract Price excluding maintenance and/or repair charges 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.

**B. For Annual Maintenance**

- i. In case the Contract includes Annual Maintenance the Annual Maintenance payments shall be paid for satisfactory maintenance of the goods supplied, installed and commissioned in equal quarterly instalments at the end of each quarter as per the rates quoted in the Contract Price.

**C. For payments in respect of International Tender**

Payment of foreign currency portion shall be made in [insert currency of the Contract Price] in the following manner:

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the Tender document or another form acceptable to the Purchaser.
- (ii) **On Shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 13.
- (iv) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.

**Note:-**

- i. Where payments are to be effected through Letter of Credit (LC), the same shall be subject to the latest Uniform Customs and Practice for Documentary Credit, of the International Chamber of Commerce;
- ii. The LC will be confirmed at Supplier's cost if requested specifically by the Supplier;
- iii. If LC is required to be extended/reinstated for reasons not attributable to the Purchaser, the charges thereof shall be to the Supplier's account.
- iv. In respect of imported goods, the contract shall indicate import content and the currency used for calculating import content. The base Exchange rate of each significant currency used for calculating the Foreign Exchange content of the contract shall be as prevailing as on the due date of opening of Tenders and variation beyond the base Exchange Rate shall be calculated up to the midpoint of the delivery period unless the Supplier has already indicated the schedule within which the Tenderer shall import material.
- v. The applicable Exchange Rates will be according to the TT selling rates of exchange as quoted by authorised exchange bankers approved by RBI on the dates in question. No variation in price

in this regard will be allowed if the variation in the rate of exchange remains within the limit of plus/minus 2.5%.

- vi. The documents for claiming Exchange Rate Variation (ERV) shall be;
  - a) A bill of ERV claim enclosing working sheet.
  - b) Banker's Certificate/debit advice detailing Foreign Exchange paid and exchange rate as on the date of the relevant transactions.
  - c) Copies of import order/agreement placed by the Suppliers of this contract on its foreign suppliers.
  - d) Invoice of foreign Suppliers to the Suppliers of this contract for the relevant import order.

## 10. Settlement of Disputes (Clause 27)

[At the time of finalizing the Contract, the respective applicable clause should be retained in the Contract. The following explanatory note should therefore be inserted as a header to GCC 27.2 in the Tender document.]

- A. The dispute settlement mechanism to be applied pursuant to GCC Clause 27.2 with respect to Contracts with Supplier national of the Purchaser's shall be as follows:

### (i) Rules of Procedure

Any dispute or difference or claim arising out of or in connection with or relating to the present contract or breach, termination or invalidity thereof shall be referred and settled under the Arbitration Centre as per the the Arbitration and Conciliation Act, 1996 and the Karnataka (Domestic & International) Rules, 2012 by one or more arbitrators appointed in accordance with its Rules.<sup>115</sup>

### (ii) Place of Arbitration

The place of arbitration shall be at belagavi only. [the place from where the contract is executed] , the arbitration hearings, if required, may be held elsewhere.

### (iii) Enforcement of Award

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the Provision of the Arbitration Act & Rules subject to the rights of the aggrieved parties to secure relief from any higher forum.

### (iv) Performance during Dispute Resolution

Pending the submission of and/or decision on a Dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Contract without prejudice to a final adjustment in accordance with such award.

### (v) Excepted Matters

Matters for which provision has been made in any Clause of the contract shall be deemed as 'excepted matters' (matters not disputable/ arbitral), and decisions of the Purchaser, thereon shall be final and binding on the Supplier. The 'excepted matters' shall stand expressly excluded from the purview of the sub-clauses below, including Arbitration. However, where the Purchaser has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but not limited to:

- 1) any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract

(“Third Party Claim”), including, but not limited to, a Party’s right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.

- 2) Issues related to the pre-award tender process or conditions
- 3) Issues related to ambiguity in Contract terms shall not be taken up after a Contract has been signed. All such issues should be highlighted before the signing of the contract by the Supplier.
- 4) Provisions incorporated in the contract, which are beyond the purview of the Purchaser or are in pursuance of policies of Government, including but not limited to
  - i. Provisions regarding restrictions on Entities from Countries having land borders with India in terms of the Government’s policies in this regard.
  - ii. Purchase preference policies regarding MSMEs.

**B. The dispute settlement mechanism to be applied pursuant to GCC Clause 27.2 with respect to Contracts with foreign Supplier:**

The foreign supplier is allowed to choose either the Indian Arbitration and Conciliation Act, 1996 or arbitration in accordance with the provisions of United Nations Commission on International Trade Law (UNCITRAL) arbitration rules

**11. Notices (Clause 31)**

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier (includes e-mail id).

Purchaser: .....  
.....

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

**12. Progress of Supply:**

Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under<sup>116</sup>:

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

**13. Right to use defective equipment/goods:**

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

**14. Supplier Integrity:**

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

**15. Supplier's Obligations:**

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

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

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

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

**16. [Patent Rights:**

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

**17. Site Preparation and Installation:**

The Purchaser is solely responsible for the construction of the hardware sites in compliance with the technical and environmental specifications defined by the Supplier. The Purchaser will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the hardware.

**18. Equipment/Hardware Installation:**

The Supplier is responsible for all unpacking, assemblies, wiring, installations, cabling between equipment's/hardware units and connecting to power supplies. The Supplier will test all equipment's/hardware operations and accomplish all adjustments necessary for successful and continuous operation of the equipment's/hardware at all installation sites.

**19. Equipment/Hardware Maintenance:**

The Supplier will accomplish preventive and breakdown maintenance activities to ensure that all equipment's/ hardware execute without defect or interruption for at least 98% uptime for 24 hours a day, 7 days a week of operation of the machine worked on a quarterly basis.

If any critical component of the entire configuration is out of service for more than three days, the Supplier shall either immediately replace the defective unit or replace it at its own cost.

The Supplier will respond to a site visit and commence repair work on the equipment/hardware within 24 hours of being notified of equipment malfunction.

**20. Training:**

For each hardware and software component installed, the Supplier is required to train the designated Purchaser's technical and end-user personnel to enable them to effectively operate the total system. The training schedule will be agreed to by both parties during the performance of the Contract.]<sup>118</sup>

**21. Technical Documentation:**

The Technical Documentation involving detailed instruction for operation and maintenance is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

**SECTION V: APPENDICIES**

**Appendix A  
Schedule of Requirements**

*Details of Schedule of Requirements to be inserted in the Tender Documents by the Purchaser in Appendix G of the ITT, as applicable. The same is required to be reproduce in this Appendix A.*

<b>Serial No</b>	<b>Brief Description (item name)</b>	<b>Qty</b>	<b>Unit</b>	<b>Delivery Schedule</b>	<b>EMD (Rs)</b>
1	<b>Nitrogen Gas Generator</b>	1	Nos	30 days	1,60,000/-
2	<b>Spin coater with oil Pump</b>	1	Nos	30 days	

Appendix B  
 Technical Specifications  
**Detailed Technical Specifications:**

**Equipment Title: 1. Nitrogen Gas generator**

<b>Hardware / Software</b>	<b>Description of essential Specification</b>
	The Nitrogen Gas Generator shall be PSA (Pressure Swing Adsorption) based, designed for continuous on-site generation of nitrogen gas. The system shall consist of the following major components
<b>Installation and Commissioning</b>	Installation, testing, and commissioning charges shall be included and carried out at the consignee's site to the full satisfaction of the end user.
<b>External Air Compressor</b>	The system shall be supplied with an external air compressor of minimum 3 HP capacity, suitable for continuous operation.
<b>Air Dryer</b>	A timer-based air dryer shall be provided to remove moisture from
<b>Nitrogen Purification Unit</b>	The system shall include an N <sub>2</sub> purifier capable of removing oxygen and all other unwanted impurities to achieve the specified nitrogen purity.
<b>Surge Receiver Assembly</b>	A nitrogen surge receiver shall be provided complete with pressure regulator, safety valves, and necessary fittings for stable pressure and flow control.
<b>Nitrogen Purity</b>	Shall be 95% to 98%, balance being inert gases.
<b>Oxygen Content</b>	Shall be in the range of 2% to 5%.
<b>Output Pressure</b>	Shall be minimum 60 PSI at rated flow.
<b>Output Flow Rate</b>	Shall be minimum 50 LPM.
<b>Nitrogen Receiver Capacity</b>	Shall be minimum 200 Litres.
<b>Outlet Connection</b>	Shall be 1/4 inch OD or better.
<b>Inlet Connection</b>	Shall be 3/8 inch OD or better.
<b>Overall Dimensions of Generator</b>	Shall be approximately 650 mm (W) × 650 mm (D) × 1200 mm (H) or better.
<b>Power Supply (Nitrogen Generator)</b>	Shall operate on 230 V AC, 50 Hz, Single Phase.
<b>Power Supply (Air Compressor)</b>	Shall operate on 440 V AC, 50 Hz.
<b>Accessories and Miscellaneous</b>	Standard fittings, accessories, and miscellaneous hardware required for complete installation and operation shall be included in the scope of supply.
<b>Certifications</b>	Standard and Essential/Recommended
<b>Support and Training</b>	Vendor must provide Two times Staff Training and have to support for any queries.
<b>Accessories</b>	Essential Connectors and Chords
<b>Warranty</b>	3 Years (on-site Comprehensive Warranty)

**Equipment Title: 2. Spin coater with oil Pump**

Hardware / Software	Description of essential Specification
<p><b>General Description</b></p>	<p>The oil-free vacuum pump shall be a <b>chemical-duty, dry diaphragm type vacuum pump</b> suitable for providing clean and stable vacuum for laboratory spin coaters using vacuum chucks. The pump shall <b>operate without oil or lubricants</b>, ensuring contamination-free operation suitable for thin-film coating, photolithography, semiconductor research, and general laboratory applications.</p>
<p><b>Pump Technology</b></p>	<ul style="list-style-type: none"> <li>• The pump shall utilize <b>dry, oil-free diaphragm (membrane) technology</b>.</li> <li>• The diaphragm and pump head shall be constructed of <b>PTFE or PTFE-coated materials</b> to ensure excellent chemical resistance.</li> <li>• The pump shall be suitable for <b>continuous laboratory operation</b> with long service intervals.</li> </ul>
<p><b>Performance Requirements</b></p>	<ul style="list-style-type: none"> <li>• <b>Free Air Displacement (Pumping Speed):</b> <ul style="list-style-type: none"> <li>◦ The pump shall have a free air displacement of not less than <b>1.2 CFM (≈35 L/min)</b> at 60 Hz, or better</li> </ul> </li> <li>• <b>Ultimate Vacuum Pressure:</b> <ul style="list-style-type: none"> <li>• The pump shall achieve an ultimate vacuum pressure of <b>≤40 Torr</b>, or better</li> </ul> </li> </ul>
<p><b>Compatibility with Spin Coater</b></p>	<ul style="list-style-type: none"> <li>• The pump shall be suitable for operating vacuum chucks used in spin coaters with substrate sizes ranging from <b>25 mm up to 150 mm (6")</b>.</li> <li>• The pump shall provide stable vacuum holding force during spin speeds up to <b>12,000 RPM</b>.</li> <li>• The system shall be compatible with interchangeable vacuum chucks of <b>1", 2", 4", and 6"</b> sizes.</li> </ul>
<p><b>Motor &amp; Electrical Specifications</b></p>	<ul style="list-style-type: none"> <li>• <b>Motor Power:</b> <ul style="list-style-type: none"> <li>◦ The pump shall be powered by a motor rated approximately <b>1/5 HP (≈150 W)</b>, or better</li> </ul> </li> <li>• <b>Electrical Supply:</b> <ul style="list-style-type: none"> <li>• The pump shall operate on <b>single-phase AC power</b>,</li> <li>• Voltage: <b>115 V / 230 V AC</b> (through appropriate configuration),</li> <li>• Frequency: <b>50 / 60 Hz</b>,</li> <li>• The motor shall include <b>built-in thermal protection</b></li> </ul> </li> </ul>
<p><b>Materials &amp; Construction</b></p>	<ul style="list-style-type: none"> <li>• <b>Pump Head Material:</b> PTFE</li> </ul>

	<ul style="list-style-type: none"> <li>• <b>Diaphragm:</b> PTFE-coated molded diaphragm</li> <li>• <b>Valves:</b> FFKM</li> <li>• The pump <b>should be suitable for use with chemically aggressive vapors</b> typically encountered in laboratory environments</li> </ul>
<b>Connections</b>	<ul style="list-style-type: none"> <li>• <b>Tubing Size (Inlet / Exhaust):</b> <ul style="list-style-type: none"> <li>◦ The pump <b>shall be suitable for use with 1/4" ID vacuum tubing</b></li> </ul> </li> </ul>
<b>Thread Connection</b>	<ul style="list-style-type: none"> <li>• Intake and exhaust <b>shall be M14 / 1/8" or equivalent standard laboratory vacuum fittings</b>, or better</li> </ul>
<b>Noise, Safety &amp; Compliance</b>	<ul style="list-style-type: none"> <li>• The pump <b>should operate with low noise and minimal vibration</b>, suitable for benchtop laboratory use.</li> <li>• The pump <b>shall be CSA certified or equivalent international safety certified</b></li> </ul> <p>The pump <b>shall be suitable for indoor laboratory operation</b> without oil mist or exhaust contamination.</p>
<b>Scope of Supply</b> The supplier shall provide	<ul style="list-style-type: none"> <li>• Oil-free diaphragm vacuum pump</li> <li>• Power cable suitable for Indian electrical standards</li> <li>• Vacuum hose connectors / fittings</li> <li>• User manual and technical documentation</li> </ul> <p>Warranty certificate</p>
<b>Certifications</b>	Standard and Essential/Recommended
<b>Support and Training</b>	Vendor must provide Two times Staff Training and have to support for any queries.
<b>Accessories</b>	Essential Connectors and Chords
<b>Warranty</b>	3 Years (on-site Comprehensive Warranty)

**APPENDIX D**  
**Form of Bank Guarantee for Performance Security Deposit**  
(Reference SCC Clause 7 of Contract)  
**(PROFORMA OF BANK GUARANTEE)**

\_\_\_\_\_ [name of Purchaser]  
\_\_\_\_\_ [address of Purchaser]

WHEREAS \_\_\_\_\_ [name and address of Supplier] (hereafter called the "Supplier") has undertaken, in pursuance of Letter of Acceptance (LOA) No. \_\_\_\_\_ Dated \_\_\_\_\_ for Supply of Goods and related Services \_\_\_\_\_ (hereinafter called the "Services").

AND WHEREAS the Contract requires the Supplier to furnish an {Performance Security/ Additional Performance Security} for due and faithful performance of its obligations, under and in accordance with the Contract, during the {Installation/Commissioning Period/ Defects Liability Period and Maintenance Period} in a sum of Rs..... cr. (Rupees..... crore) (the "Guarantee Amount"<sup>120</sup>).

AND WHEREAS we, ..... through our branch at ..... (the "Bank") have agreed to furnish this Bank Guarantee (hereinafter called the "Guarantee") by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Supplier's obligations during the {Installation/Commissioning Period/ Defects Liability Period and Maintenance Period} under and in accordance with the Contract, and agrees and undertakes to pay to the Purchaser, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Supplier, such sum or sums up to an aggregate sum of the Guarantee Amount as the Purchaser shall claim, without the Purchaser being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Purchaser, under the hand of an officer not below the rank of [\_\_\_\_\_], that the Supplier has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Contract shall be conclusive, final and binding on the Bank. The Bank further agrees that the Purchaser shall be the sole judge as to whether the Supplier is in default in due and faithful performance of its obligations during and under the Contract and its decision that the Supplier is in default shall be final and binding on the Bank, notwithstanding any differences between the Purchaser and the Supplier, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Supplier for any reason whatsoever.
3. In order to give effect to this Guarantee, the Purchaser shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Supplier and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Purchaser to proceed against the Supplier before presenting to the Bank its demand under this Guarantee.

5. The Purchaser shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Supplier contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Purchaser against the Supplier, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Purchaser, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Purchaser of the liberty with reference to the matters aforesaid or by reason of time being given to the Supplier or any other forbearance, indulgence, act or omission on the part of the Purchaser or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Purchaser in respect of or relating to the Contract or for the fulfillment, compliance and/or performance of all or any of the obligations of the Supplier under the Contract.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Purchaser on the Bank under this Guarantee all rights of the Purchaser under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Guarantee shall cease to be in force and effect on \*\*\*\*\$. Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Purchaser in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Purchaser that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Purchaser pursuant to the provisions of the Contract.

12. This Guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

Signed and sealed this ..... day of ....., 20..... at .....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

**APPENDIX G**

**Any Modification, Addendum, Pre-Bid Any Modification, Addendum, Pre-Bid Meeting Proceedings**