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| **GOVERNMENT OF KARNATAKA** | | |
| **DEPARTMENT OF HEALTH & FAMILY WELFARE** | | |
| **District Health and Family welfare Society, Shivamogga District** | | |
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| **TENDER FOR**  **SUPPLY OF**  **15 th FC ZP GRANTS** | | |
| Q | | |
| |  | | --- | | **Tender : No:100/ DNCD/15TH FC ZP Drugs/2024-25: DATED: …………………….** | |  | | | |
| **District Health and Family welfare Society Shivamogga District Address: District : DISTRICT HEALTH AND FAMILY WELFARE OFFICE, SHIVAMOGGA DIST**  **Phone: 08182-220685**  **Email:ncdshivamogga2@gmail.com** | | |

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TENDER SCHEDULE

|  |  |  |  |
| --- | --- | --- | --- |
|  | Tender Reference No. | : | **No. 100-DNCD/15TH FC ZP Drugs**/2024-25 |
|  | Date of Commencement of Download of Tender Document from eProcurement website https://www.kppp.karnataka.gov.in | : | As on KPPP Portal |
|  | Estimated tender cost : |  | 50.40 Lakhs |
|  | Last Date and Time for uploading Online Queries[[1]](#footnote-1) in eProcurement Portal | : | As on KPPP Portal |
|  | Last Date and Time for uploading of eTender[[2]](#footnote-2) in eProcurement portal | : | As on KPPP Portal |
|  | Date and Time of Online Opening of Technical Bids[[3]](#footnote-3) | : | As on KPPP Portal |
|  | Date and Time of Online Opening of Financial Bids | : | As on KPPP Portal(Tentative)  After Completion of Technical Evaluation |
|  | Date and Time of Drugs for Demonstration | : | …………… 11:00 OFFICE OF THE DISTRICT HEALTH AND FAMILY WELFARE OFFICE,B H ROAD, SHIVAMOGGA |
|  | Tender EMD amount | : | Rs .151200/- |
|  | Address for Communication | : | . **District Health and Family welfare Society, District Health and Family welfare Office, Shivamogga District** Address **District Health and Family welfare Office, Shivamogga District** Phone: 08182-220685  Email:dhoShivamogga@gmail.com |

Note

**SECTION I – INVITATION FOR TENDERS (IFT)**

|  |  |
| --- | --- |
| |  | | --- | | Tender : No:100/ /Drugs/2024-25: DATED: ………………. | |

1. The District Surveillance Officer, **District Health and Family Welfare Society®** (Purchaser) invites e-tenders from eligible bidders for   
   Supply of Drugs to Primary Health Centers in Shivamogga District.
2. The tenderers may submit tenders through e-procurement portal for the above given services. Tenderers are advised to note the qualification criteria specified in Section VII to qualify for award of the contract.
3. The Bid document is available online and bids are to be submitted online through the e-procurement portal https://www.kppp.karnataka.gov.in only. Bids submitted in any other manner will not be accepted. Bidders are required to obtain Level III Digital signature from designated firms
4. Bidders must provide Bid Security as specified in the bid document and pay the bid processing fee as per requirement specified in the Procurement Portal.
5. The Earnest Money Deposit shall be paid through any of the following e-payment modes.

a. Credit card

b. Direct debit

c. National Electronic Fund Transfer.

d. Remittance over the Nationalized Bank counters using OTC challan

anywhere in India. The supplier/contractor’s bid will be evaluated only

on confirmation of receipt of the payment (EMD) in the GoK’s central

pooling a/c held at Any Nationalized Bank

1. Bids along with necessary enclosures must be uploaded to the web site https://www.kppp.karnataka.gov.in and bids will be opened at the specified venue on the stipulated date and time, in the presence of the service providers or their authorized representatives who wish to attend. If the office happens to be closed on the date of opening of the bids as specified, the quotations will be opened on the next working day at the same time and venue.
2. Other details can be seen in the tender documents.

|  |  |
| --- | --- |
|  | **District Health and Family welfare Office, Shivamogga District** |

# 

# Section II – INSTRUCTIONS TO TENDERERS (ITT)

## Introduction

* 1. Eligible Tenderers
     1. Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Drugs to be purchased under this Invitation of Tenders.
     2. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka
  2. Cost of Tendering
     1. The Tenderer shall bear all costs associated with the preparation and uploading of its tender, and **District Surveillance Officer, District Health and Family Welfare Society (Regd.) Shivamogga district**, hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

## Tender Documents

* 1. Contents of Tender Documents
     1. The Drugs required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include:
        1. Instruction to Tenderers (ITT) - Section II
        2. General Conditions of Contract (GCC) - Section III
        3. Special Conditions of Contract (SCC) – Section IV
        4. Schedule of requirements with consignee list – Section V
        5. Technical Specifications – Section VI
        6. Qualification Criteria – Section VII
        7. Tender Form and Price Schedules – Section VIII
        8. Earnest Money Deposit – Section IX
        9. Contract Form – Section X
        10. Performance Security Form – Section XI
        11. Performance Statement Form – Section XII
        12. Manufacturer’s Authorization Form – Section XIII
        13. Proof of Service Centre in Karnataka – Section XV
     2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or uploading of a tender not

substantially responsive to the tender documents in every respect will be at the Tenderer’s risk and may result in rejection of its tender.

* 1. Amendment of Tender Documents
     1. At any time prior to the deadline for uploading of tenders, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendment.
     2. Amendments, if any as per clause 2.2 above will be notified as Addendum/Corrigendum through the e-procurement portal and the same will be binding on all prospective Tenderers.
     3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Purchaser, at its discretion, may extend the deadline for the uploading of tenders.

## Preparation of Tenders

* 1. Language of Tender
     1. The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translation shall govern.
  2. Tender Form
     1. As the tender has been invited through e-portal system, the Tender Form (Section VIII) shall be uploaded in **First Cover without price.**
  3. Tender Prices
     1. The Tenderer shall indicate on the Price Schedule in the e-portal system the unit prices i.e, basic rate with GST, including Transportation, Insurance, Installation, Commissioning will be the total Bid rate. However, tenderers shall quote for the complete requirements of Drugs supply to the hospitals in shivamogga District and services specified under each Drugs on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award.
     2. Prices indicated on the Price Schedule shall be entered separately as per e-procurement portal in the following manner:
        1. The price of the Drugs quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including other charges to be paid.
           1. on components and raw material used in the manufacture or assembly of Drugs quoted ex-works or ex-factory; or
           2. on the previously imported Drugs of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.
        2. Taxes which will be payable on the Drugs if this Contract is awarded;
        3. The price for inland transportation, insurance and other local costs incidental to delivery of the Drugs to their final destination; and
        4. The price of other incidental services listed in Clause 4 of the Special Conditions of Contract.
        5. Warranty shall be inclusive of all spare parts for the normal functioning of Drugs.
     3. Prices quoted by the Tenderer shall be fixed during the Tenderer’s performance of the Contract and not subject to variation on any account. A tender uploaded with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 5.3.
  4. Tender Currency
     1. Prices shall be quoted in Indian Rupees only.
  5. Earnest Money Deposit (EMD)
     1. Pursuant to ITT Clause 3.2, the Tenderer shall furnish, as part of its tender, earnest money deposit as specified in Section V – Schedule of Requirements.
     2. The earnest money deposit is required to protect the Purchaser against the risk of Tenderer's conduct, which would warrant the security's forfeiture, pursuant to ITT Clause 3.8.7.
     3. The Earnest Money Deposit shall be denominated in Indian Rupees and shall be paid in the e-procurement portal using the following payment modes:
        1. Credit Card.
        2. Direct Debit.
        3. National Electronic Funds Transfer (NEFT)
        4. Over the Counter (OTC).
           1. The OTC payment facility will be available at the designated Nationalised Bank and branch or any bank approved by e-Governance for making payments from the date of tender notification.
     4. Confirmation of receipt of EMD in Government of Karnataka central pool A/C held at the Nationalised Bank approved by e-procurement will be verified. If found that an acceptable EMD is not received as indicated in Clause 3.8.3 above the tender shall be rejected by the Purchaser as Non-responsive.
     5. Unsuccessful Tenderer's earnest money deposit will be refunded as promptly as possible but not later than 30 days after the expiration of the period of tender validity prescribed by the Purchaser, pursuant to ITT Clause 3.9.
     6. The successful Tenderer's earnest money deposit will be refunded upon the tenderer signing the Contract, pursuant to ITT Clause 6.6, and furnishing the performance security, pursuant to ITT Clause 6.7.
     7. The Earnest Money Deposit may be forfeited:
        1. If a Tenderer withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or
        2. In case of a successful Tenderer, if the Tenderer fails:
           1. To sign the Contract in accordance with ITT Clause 6.6; or
           2. To furnish performance security in accordance with ITT Clause 6.7.
  6. Refund of EMD
     1. The EMD money will be kept in the central pooling account until the tender is awarded to the successful bidder.
     2. Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful bidders will be refunded to the respective Bank a/c’s of the Contractor registered in the e-Procurement system.
  7. Period of Validity of Tenders
     1. Tenders shall remain valid for 180 days after the deadline for uploading of tenders prescribed by the Purchaser, pursuant to ITT Clause 4.2. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.
     2. In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The earnest money deposit provided under ITT Clause 3.8 shall also be suitably extended. Tenderers may refuse the request without forfeiting its earnest money deposit. Tenderers granting the request will not be required nor permitted to modify their tender.
  8. Format and Signing of Tender
     1. The Tenderer shall upload the tender along with all the requisite documents through e-tendering system by using user ID and digital signature on Technical and Financial Bids.
     2. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the tender.
     3. The Tenderer shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender, and to contract execution if the Tenderer is awarded the contract.

## Submission of Tenders

* 1. Uploading of tender :
     1. The Tenderers shall upload the Tender through e – tendering system only. No other mode of submission is permitted.
     2. The Tender shall:
        1. Be addressed to the Purchaser at the following address:
        2. **District Surveillance Officer, District Health and Family Welfare Society (Regd.) Shivamogga district, (Address)** District surveillance office Mecggan hospital compound opp MBBS Ladies Hostel Shivamogga.
        3. Bear the Project Name, the Invitation for Tenders (IFT) title and number.
     3. In addition to the identification required in Sub Clause 4.1.2, the tenderer shall provide the name and address of the Tenderer to make any further correspondence.
     4. Telex, cable or facsimile tenders will be rejected.
  2. Deadline for uploading of Tenders
     1. Tenders must be uploaded by the Tenderers no later than the time and date specified in the Invitation for Tenders on the e-procurement portal.
     2. The Purchaser may, at its discretion, extend this deadline for uploading of tenders by amending the tender documents in accordance with ITT Clause 2.3, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.
  3. Late Tenders
     1. Tenders cannot be uploaded by the tenderers after the deadline for uploading of tenders (on the e-procurement portal) prescribed by the Purchaser, pursuant to ITT Clause 4.2.
  4. Modification and Withdrawal of Tenders
     1. In the “My bids“ Section of the e- procurement portal, the tenderer can view the status of their bids and decrypt bid (i.e. in cases where the tenderer has chosen to encrypt the tender using his own public key) for modification or withdrawal before the due date & time for uploading.

## Tender Opening and Evaluation of Tenders

* 1. Opening of Tenders by the Purchaser
     1. Opening of First Cover of all Tenderers and evaluation to determine qualified Tenderers by the Purchaser:
        1. The Purchaser will open/unlock the First Covers of all tenderers uploaded through e-tendering system
        2. The purchaser will verify and confirm the receipt of EMD for all tenderers who have uploaded the tenders. The Tenderers’ names, the presence or absence of earnest money deposit (amount, format and validity) the uploading of qualification information and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the opening.

* + - 1. The Purchaser will prepare minutes of the tender opening.
      2. The Purchaser will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 1.1, 3.6 and 3.7.2 is accompanied by the required earnest money deposit as per stipulations in ITT Clause 3.8 and meets the qualification criteria stipulated in Section VII. The Purchaser will draw out a list of Qualified Tenderers.
    1. Opening of Second Cover (Financial Bid) of Qualified Tenderers:
       1. The Purchaser will inform all the Technically Qualified Tenderers through e-tendering system, after decryption of their Financial bid by Tender Acceptance Authority which could be viewed automatically by the respective technically qualified tenderers. In this regard no separate intimation shall be made by the Purchaser.
  1. Clarification of Tenders
     1. During evaluation of tenders, the Purchaser may, at its discretion, ask the Tenderer for a clarification of its tender including the breakup of unit price. The request for clarification and the response shall be in writing and no change in prices or substance of the tender shall be sought, offered or permitted.
  2. Preliminary Examination
     1. The Purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order. Tenders from Agents, without proper authorization from the manufacturer as per Section XIII, shall be treated as non-responsive.
     2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lower of the two will prevail. If the supplier does not accept the correction of errors, its tender will be rejected and its EMD may be forfeited.
     3. The Purchaser may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.
     4. Prior to the detailed evaluation, pursuant to ITT Clause 5.4, the Purchaser will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6), Warranty (GCC Clause 14), Force Majeure (GCC Clause 24), Limitation of liability (GCC Clause 28), Applicable law (GCC Clause 30), and Taxes (GCC Clause 32) will be deemed to be a material deviation. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
     5. If a tender is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.
  3. Evaluation and Comparison of Tenders
     1. The Purchaser's evaluation of a tender will exclude and not take into account:
        1. Any allowance for price adjustment during the period of execution of the Contract, if provided in the tender.
     2. The Purchaser's evaluation of a tender will take into account, in addition to the tender price (Ex-factory/ex-warehouse/off-the-shelf price of the Drugs offered from within India, such price to include all costs as well as taxes paid or payable on components and raw material incorporated or to be incorporated in the Drugs , on the finished Drugs, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITT Clause 5.4.4 and in the Technical Specifications:
        1. Cost of inland transportation, insurance and other costs within India incidental to the delivery of the Drugs to their final destination;
        2. Delivery schedule offered in the tender;
        3. Deviations in payment schedule from that specified in the Special Conditions of Contract;
        4. The availability in India of spare parts and after-sales services for the Drugs offered in the tender;
        5. The bidders are instructed to give demonstration at their own cost, if requested by the purchaser, failing which it will be considered as technically Non-Responsive.
     3. Pursuant to ITT Clause one or more of the following evaluation methods will be applied:
        1. Inland Transportation, Insurance and Incidentals:
           1. Inland transportation, insurance and other incidentals for delivery of Drugs to the final destination as stated in ITT Clause 3.4.2.3.
        2. The above costs will be added to the tender price.
           1. Delivery Schedule: The Purchaser requires that the Drugs under the Invitation for Tenders shall be delivered within period as specified in the Schedule of requirements. The estimated time of arrival of the Drugs at the project site should be calculated for each tender after allowing for reasonable transportation time. Treating the date as per Schedule of requirements as the base, a delivery "adjustment" will be calculated for other tenders at 2% of the ex-factory price including excise duty for each month of delay beyond the base and this will be added to the tender price for evaluation. No credit will be given to earlier deliveries and tenders offering delivery beyond 2 months of stipulated delivery period will be treated as non-responsive.
           2. Deviation in Payment Schedule: The Special Conditions of Contract stipulate the payment schedule offered by the Purchaser. If a tender deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the tender will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the tender as compared to those stipulated in this invitation, at a rate of 14 percent per annum.
           3. Spare Parts and After Sales Service Facilities in India: The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined elsewhere in the tender documents, if quoted separately, shall be added to the tender price.
  4. Contacting the Purchaser
     1. Subject to ITT Clause 5.2, no Tenderer shall contact the Purchaser on any matter relating to its tender, from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the purchaser, it should do so in writing.
     2. Any effort by a Tenderer to influence the Purchaser in its decisions on tender evaluation, tender comparison or contract award may result in rejection of the Tenderer's tender.

## Award of Contract

* 1. Post qualification
     1. In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Tenderer that is selected as having uploaded the lowest evaluated responsive tender meets the criteria specified in ITT Clause 3.6.2.1 and is qualified to perform the contract satisfactorily.
     2. The determination will take into account the Tenderer's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications uploaded by the Tenderer, pursuant to ITT Clause 3.6, as well as such other information as the Purchaser deems necessary and appropriate.
     3. An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.
  2. Award Criteria
     1. Subject to ITT Clause 6.4, the Purchaser will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the quality and cost based (QCBC)evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.
  3. **Purchaser's right to vary Quantities as per KTPP**
  4. The Purchaser reserves the right to increase or decrease by up to 25 percent of the quantity of Drugs and services originally specified in the Schedule of requirements without any change in unit price or other terms and conditions as per KTPP Act. and increase or decrease total tender amount have the rights DHS SMG.
  5. Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders
     1. The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.
  6. Notification of Award
     1. Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer in writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, that its tender has been accepted.
     2. The notification of award will constitute the formation of the Contract.
     3. Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 6.7, the Purchaser will promptly notify the name of the winning Tenderer to each unsuccessful Tenderer and will discharge its earnest money deposit, pursuant to ITT Clause 3.8.
     4. If, after notification of award, a Tenderer wish to ascertain the grounds on which it’s tender was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Tenderer.
  7. Signing of Contract
     1. At the same time as the Purchaser notifies the successful tenderer that its tender has been accepted, the Purchaser will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
     2. Within 7 days of receipt of the Notification of Award, the successful Tenderer shall sign the Contract and return it to the Purchaser.
  8. Performance Security
     1. Within 7 days of the receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents or in another form acceptable to the Purchaser.
     2. Failure of the successful Tenderer to comply with the requirement of ITT Clause 6.6 or ITT Clause 6.7.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Purchaser may make the award to the next lowest evaluated Tenderer or call for new tenders.
  9. Corrupt or Fraudulent Practices
     1. The Government requires that Tenderers/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government:
        1. Defines, for the purposes of this provision, the terms set forth as follows:
           1. “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
           2. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Tenderers (prior to or after tender uploading) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;
        2. 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;
        3. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.
     2. Furthermore, Tenderers shall be aware of the provision stated in sub-clause 4.4 and sub-clause 23.1 of the General Conditions of Contract.

# SECTION III – GENERAL CONDITIONS OF CONTRACT (GCC)

## Definitions

* 1. In this Contract, the following terms shall be interpreted as indicated:
     1. "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
     2. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
     3. "The Drugs" means all the Drugs machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
     4. "Services" means services ancillary to the supply of the Drugs, 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;
     5. “GCC” mean the General Conditions of Contract contained in this section.
     6. “SCC” means the Special Conditions of Contract.
     7. “The Purchaser” means the organization purchasing the Drugs, as named in SCC.
  2. “The Purchaser’s country” is the country named in SCC.
  3. “The Supplier” means the individual or firm supplying the Drugs and Services under this Contract.
  4. “The Government” means the Government of Karnataka State.
  5. “The Project Site”, where applicable, means the place or places named in SCC.
  6. “Day” means calendar day.

## Application

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

## Standards

* 1. The Drugs 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 Drugs' country of origin and such standards shall be the latest issued by the concerned institution.

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

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

## Patent Rights

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

## Performance Security

* 1. Within 7 days of receipt of the notification of contract award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 5 % ofthe Contract Value, valid up to 60 days after the date of completion of performance obligations including Warranty obligations. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Guarantee for proportionate value shall be extended 60 days over and above the initial Warranty period.
  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.
  3. The Performance Security shall be denominated in Indian Rupees and shall be in the following form:
     1. A cashier's cheque or Banker’s certified cheque, or crossed demand draft or pay order drawn in favour of the Purchaser.;
  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.
  5. In the event of any contract amendment, the Supplier shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including Warranty obligations.

## Inspections and Tests

* 1. The Purchaser or its representative shall have the right to inspect and/or to test the Drugs to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
  2. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Drugs final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser. All the travel and accommodation for the inspection team shall be borne by the Bidder.
  3. Should any inspected or tested Drugs fail to conform to the specifications, the Purchaser may reject the Drugs and the Supplier shall either replace the rejected Drugs or make alterations necessary to meet specification requirements free of cost to the Purchaser.
  4. The Purchaser's right to inspect, test and, where necessary, reject the Drugs after the Drugs' arrival at Project Site shall in no way be limited or waived by reason of the Drugs having previously been inspected, tested and passed by the Purchaser or its representative prior to the Drugs shipment.
  5. Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.
  6. Supplier / manufacturer must meet all the technical specifications and produce the test Certificates if requested in scheduled requirements “technical specifications”. The bidders are instructed to give demonstration at their own cost, if requested by the purchaser, failing which it will be considered as technically non-responsive.
  7. Manuals and Drawings
     1. Before the Drugs and Drugs are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals, circuit diagrams together with Drugs These shall be in such detail as will enable the Purchaser to operate, maintain, adjust and repair all parts of the Drugs stated in the specifications.
     2. The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.
     3. Unless and otherwise agreed, the Drugs shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Purchaser.
  8. Acceptance certificates;
     1. On successful completion of acceptability test, receipt of deliverables and after the Purchaser is satisfied with the working of the Drugs the acceptance certificate signed by the supplier and the representative of purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the Drugs.
     2. The operational and maintenance training as per clause 4 of special condition of contract shall be conducted on the dates mutually agreed.

## Packing

* 1. The Supplier shall provide such packing of the Drugs 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 Drugs' final destination and the absence of heavy handling facilities at all points in transit.
  2. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.
  3. Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each Package will be marked on three sides with proper paint/indelible ink the following:
     1. Supplied by ……………. under ……………….. Programme
     2. Contract No. ……………………….. dated …/…/……
     3. Suppliers Name …………………………..
     4. Packing List Reference number …………………….

## Delivery and Documents:

* 1. Delivery of the Drugs shall be made as per the delivery schedule by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC. The Drugs should be delivered, installed, demonstrated and get the working satisfactory certificate from the end users and the same shall be submitted to this office.

## Insurance

* 1. The Drugs s 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 Drugs at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the Drugs from “Manufacturer to consignee” (final destinations) on “All Risks” basis including War risks and Strikes.

## Transportation

* 1. Where the Supplier is required under the Contract to transport the Drugs 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.

## Incidental Services

* 1. The supplier shall be required to provide any or all of the following services, including additional services, if any, specified in SCC:
     1. Performance or supervision of the on-site assembly and/or start-up of the supplied Drugs;
     2. Furnishing of tools required for assembly and/or maintenance of the supplied Drugs;
     3. Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Drugs;
     4. Performance or supervision or maintenance and/or repair of the supplied Drugs, 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
     5. 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 Drugs.
  2. Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Drugs, 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.

## Spare Parts

* 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:
     1. 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
     2. In the event of termination of production of the spare parts:
     3. Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
     4. Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.
  2. The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Drugs, 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.

## Warranty

* 1. The Supplier warrants that the Drugs supplied under this Contract are new, unused, and materials unless provided otherwise in the Contract. The Supplier further warrants that all Drugs 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 Drugs in the conditions prevailing in the country of final destination.
  2. This warranty shall remain valid for 36 months or 48 months after the Drugs or any portion thereof as the case may be, have been delivered to, Commissioned and accepted at the final destination indicated in the Contract, 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:
     1. Make such changes, modifications, and/or additions to the Drugs or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC clause 4; OR
     2. 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.
  3. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
  4. Upon receipt of such notice, the Supplier shall, within the period of 5 days (excluding journey period) and with all reasonable speed, repair or replace the defective Drugs or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/Drugs at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/Drugs 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.
  5. If the Supplier, having been notified, fails to remedy the major fault within 7 working 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.
  6. The Supplier shall guarantee a 95% uptime of Drugs Resolution time calculated from the time of intimation – 7 working days.
  7. If any Drugs gives continuous trouble, say six times in a month during the Warranty period, the Supplier shall replace the system(s) with new system(s) without any additional cost to the Purchaser.
  8. The manufacturer shall not quote, deliver or commission Drugs which are either end-of-life or nearing end-of-life.
  9. Maintenance Service:
     1. Details of Service Center in Karnataka and contract person for maintenance should be provided.
     2. Free maintenance services shall be provided by the Supplier during the period of warranty.
     3. It is expected that the average downtime of the item of Drugs will be less than half the maximum downtime (i.e. defined as number of days for which an item of Drugs 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 Rs100 per day. The amount of penalty will be recovered from the Performance Security guarantee during warranty period.

## Payment

* 1. The payment will be made in Indian rupees against submission of acknowledgements, installation report and stock certificates from the respective consignees.
  2. The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Drugs delivered and the Services performed, and by documents, uploaded pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the contract.
  3. Payments shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of the invoice or claim by the Local (Indian) Supplier. The payment will be made in Indian Rupees for the Indian / overseas suppliers.

## Prices

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

## Change Orders

* 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:
     1. Drawings, designs, or specifications, where Drugs to be furnished under the Contract are to be specifically manufactured for the Purchaser;
     2. The method of shipping or packing;
     3. The place of delivery; and/or
     4. The Services to be provided by the Supplier.
  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.

## Contract Amendments

* 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.

## Assignment

* 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.

## Subcontracts

* 1. The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in his original tender or later, shall not relieve the Supplier from any liability or obligation under the Contract. Sub-contracts shall be only for bought out items and sub-assemblies.
  2. Subcontracts must comply with the provisions of GCC Clause 2.

## Delays in the Supplier's Performance

* 1. Delivery of the Drugs 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.
  2. If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Drugs 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.
  3. Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

## Liquidated Damages

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

## Termination for Default

* 1. The Purchaser shall, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
     1. If the Supplier fails to deliver any or all of the Drugs within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or
     2. If the Supplier fails to perform any other obligation(s) under the Contract.
     3. If the Supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
     4. For the purpose of this Clause:
        1. “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.
        2. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid uploading) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.
  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, Drugs or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Drugs or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

## Force Majeure

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

## Termination for Insolvency

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

## Termination for Convenience

* 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.
  2. The Drugs 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 Drugs, the Purchaser may elect:
     1. To have any portion completed and delivered at the Contract terms and prices; and/or
     2. To cancel the remainder and pay to the Supplier an agreed amount for partially completed Drugs and for materials and parts previously procured by the Supplier.

## Settlement of Disputes

* 1. The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
  2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
     1. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Drugs under the Contract.
     2. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
     3. All legal claims shall be at Purchaser’s Jurisdiction, in Shivamogga only
  3. Notwithstanding any reference to arbitration herein:
     1. The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
     2. The Purchaser shall pay the Supplier any monies due to the Supplier.

## Limitation of Liability

* 1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement,
     1. 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
     2. 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 Drugs.

## Governing Language

* 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.

## Applicable Law

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

## Notices

* 1. Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party’s address specified in SCC.
  2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## Taxes

* 1. Indian manufacturer/ suppliers shall be entirely responsible for taxes, license fees, octroi, road permits, etc., incurred until delivery of the contracted Drugs to the Purchaser.
  2. Bidders from overseas countries shall be entirely responsible for all taxes, license fees, octroi, road permits, etc., incurred until delivery of the contracted Drugs to the Purchaser.

**SECTION IV – SPECIAL CONDITIONS OF CONTRACT (SCC)**

*[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.]*

## Definitions (GCC Clause 1).

* 1. The Purchaser is ………………………………
  2. The Supplier is individual or firm supplying. Drugs and Services under this contract.

## Inspection and Tests (GCC Clause 7).

* 1. The following inspection procedures and tests are required by the Purchaser:
     1. Demonstration of the Drugs at Manufacturing unit or wherever the tenderer intends to show in working condition or as the place decided by ………………… or a representative from ……………………………. as already mentioned in ITT clause 5.4.3.6.
     2. Pre-dispatch Inspection by a hospital end user and team of experts appointed by ……………………………. on site as per specifications.
     3. Post-dispatch inspection will also be carried out by the experts appointed by …………………………… as per specifications.

## Delivery and Documents (GCC Clause 9)

* 1. Upon delivery of the Drugs, 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 Drugs, quantity, name of the consignee etc. The supplier shall submit the following documents to the purchaser with a copy to the insurance company:
     1. Four Copies of the Supplier invoice showing contract number, Drugs' description, quantity, unit price, total amount along with acknowledgement and stock certificate from the respective consignees.
     2. Railway receipt/acknowledgment of receipt of Drugs from the consignee(s).
     3. Four Copies of packing list identifying the contents of each package.
     4. Insurance Certificate
     5. Manufacturer's/Supplier's warranty certificate.
     6. Inspection Certificate issued by the nominated inspection agency, end user and the Supplier's factory inspection report, and
     7. Copy of Bill of entry or Bill of landing for imported Drugs
     8. The above documents shall be received by the Purchaser before arrival of the Drugs (except where the Drugs have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

## Incidental Services (GCC Clause 12)

* 1. The following services shall be furnished and the cost shall be included in the contract price:
     1. Unloading, safe storage and handling of the consignment at site.
     2. Performance of the on-site assembly, commissioning and start-up of the Drugs
     3. Furnishing the detailed operation and maintenance manuals for each items of supply at each location.
     4. Training of the Purchaser’s personnel at the installation site.
     5. Maintenance and repair of the Drugs at each location during the warranty period of three years including supply of all spares. This shall not relieve the supplier of any warranty obligations under this contract.
     6. Three years warranty Services includes both preventive and emergency breakdown service call.
     7. Preventive Maintenance Services call
        1. It includes cleaning, inspection, lubrication, repairs and any other service as required by the consignee/hospital/institution authority to achieve the following objective.
           1. To minimize break down of Drugs:
           2. To identify the condition of parts which may lead to break down of Drugs
           3. To repair/rectify such part at initial stage only to avoid major break down of Drugs.
           4. To provide greater safety to the technician.
           5. Number of visits per year: six, once in two months.
     8. Emergency Maintenance Service call:
        1. Number of visits: As and when break down calls received from time to time. The service is to be conducted within 2 days (excluding journey time) after receiving the call. After inspection of the fault, if it is minor in nature (means that the Drugs is working but needs some minor repairs), the Drugs has to be repaired with available spare parts /to be attended in a period of minimum 2 days. If the fault is major (means the Drugs is not working as per requirement and needs some major repairs requiring bringing in spare parts) has to be attended with in a period of maximum 15 days.
     9. Delay Penalty:
        1. Not less than 95% uptime @ 24 hours for respective month. More than this down time Rs 100 per day or part of the day.

## Payment (GCC Clause 15)

* 1. 100% payment after supply, installation and Commissioning of the Drugs/ items at the respective consignee and certification from the respective consignees as specified in SCC Clause 3 above;

## Settlement of Disputes (Clause 27)

* 1. The dispute settlement mechanism to be applied pursuant to GCC Clause 27.2.2 shall be as follows:
     1. In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, by a Sole Arbitrator.
     2. Arbitration proceedings shall be held at Shivamogga Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
     3. The decision of the arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

## Notices (GCC Clause 31)

* 1. For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.
  2. Purchaser:

……………………………………………….

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

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

* 1. Progress of Supply:
     1. Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:
        1. Quantity offered for inspection and date;
        2. Quantity accepted/rejected by inspecting agency and date;
        3. Quantity dispatched/delivered to consignees and date;
        4. Quantity where incidental services have been satisfactorily completed with date;
        5. Quantity where rectification/repair/replacement effected / completed on receipt of any communication from consignee/Purchaser with date;
        6. Date of completion of entire Contract including incidental services, if any; and
        7. Date of receipt of entire payments under the Contract
        8. (In case of stage-wise inspection, details required may also be specified).

## Right to use defective Drugs.

* 1. If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the Drugs proves to be unsatisfactory, the Purchase shall have the right to continue to operate or use such Drug sun till rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser’s operation.

## Supplier Integrity

* 1. 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.

## Supplier’s Obligations

* 1. 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.
  2. 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.
  3. The Supplier is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.
  4. 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.

## Patent Rights

* 1. 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 Drugs 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.

## Site Preparation and Installation

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

## Drugs Installation

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

## Drugs Maintenance

* 1. The supplier will accomplish preventive and breakdown maintenance activities as detailed in SCC Clause 4.1.8 above to ensure that all Drugs perform without defect or interruption for at least 95% of up-time on quarterly basis.
  2. While, penalty during warranty will be as follows:
     1. Service provider shall ensure that at no point in time, any Drugsis dysfunctional beyond 7 days of registering of the complaint at the user end. In case the Drugs is dysfunctional beyond 7 days, the following penalty would apply to every extra day beyond 7 days:
        1. For Drugs whose declared asset value is below Rs.10,000 - a penalty of Rs.300 every extra day beyond 7 days
        2. For Drugs whose declared asset value is above Rs.10,000 but below Rs. 1,00,000- a penalty of Rs.500 every extra day beyond 7 days
        3. For Drugs whose declared asset value is above Rs.100,000 but below Rs. 10,00,000- a penalty of Rs.1000 every extra day beyond 7 days
        4. For Drugs whose declared asset value is above Rs.10,00,000- a penalty of amount equivalent to 0.25 % of Drugs value or Rs.3000, whichever is higher for every extra day beyond 7 days.

Note:

\* Penalty for any Drugs shall not exceed 25% of asset value of that particular Drugs.

* 1. If any critical component of the Drugs is out of service for more than 7 days, the supplier shall either immediately replace the defective unit or replace the Drugsat its own cost.

## Training

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

## Technical Documentation

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

## Performance Security

* 1. Within 10 days of receipt of the notification of contract award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 5% of the Contract Value including tax, valid up to 60 days after the date of completion of performance obligations including Warranty obligations. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Guarantee for proportionate value shall be extended 60 days over and above the initial Warranty period.
  2. The performance security will be released after the warranty period, in no case, the performance security will be returned before the date of the warranty obligation.

## BLACK-LISTING OF DEFAULTING CONTRACTORS:

* 1. In the event of a successful bidder in the ……………….tender blacklisted by the any State / Central Government for the failure of the quality of a particular product / Drugs after the date of the submission of the bids, action will be initiated against the firm as per the Tender Conditions after getting the relevant details.
  2. The Purchaser reserves the right to BLACK LIST any Contractor either in whole or in part limiting to specified product / Drugs for breach of any of the Terms and Conditions of the tender.
  3. Such BLACKLISTED CONTRACTOR AND HIS ESTABLISHMENT will not be eligible to participate in any of the Departmental Tenders for subsequent 5 years.
  4. Any Firm on which Blacklisting procedures are in place / notice for the same has been issued by ………………… need not apply.
  5. Firms who are in process of black listing in ……………………. or in any Government organization in Karnataka or other States will not be allowed to bid in any tenders, even if the appeal by the firm is pending Court of law / CDC.

SECTION V

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl. No.** | **Item Code** | **Name of the drug** | Pack Size And Strength | Dosage Form |
| 1 | AAMDRUGS1 | Oxygen concentrator | 1Unit |  |
| 2 | AAMDRUGS2 | Lignocaine Topical forms | 1Unit |  |
| 3 | AAMDRUGS3 | Asprin (Acetylsalicylic acid) | 75mg 1x1 | Tablet IP |
| 4 | AAMDRUGS4 | Diclofenac Sodium Injection IP (IV Bolus) | 25mg/ml 1x3ml | Injection IP |
| 5 | AAMDRUGS5 | Ibuprofen Tablet | 200mg 1x10x10 | Tablet IP |
| 6 | AAMDRUGS6 | Paracetamol Tablet | 650mg 1x10x10 | Tablet IP |
| 7 | AAMDRUGS7 | Paracetamol Paediatric Oral Suspension IP | 250mg/5ml ( 1x60ml) | Oral Suspension |
| 8 | AAMDRUGS8 | Levocetrizine | 5mg 1x1 | Tablet IP |
| 9 | AAMDRUGS9 | Hydrocortisone Succinate Injection | 100mg 1x1 Vial(100 mg per Vial) | Injection IP |
| 10 | AAMDRUGS10 | Pheniramine Injection | 2ml 1x1 ampoule (22.75 mg/ml) | Injection IP |
| 11 | AAMDRUGS11 | Adrenaline Injection | 1mg/ml 1x1ml | Injection IP |
| 12 | AAMDRUGS12 | Phenobarbitone Tablet | 30mg 1x10x10 | Tablet IP |
| 13 | AAMDRUGS13 | Phenobarbitone Tablet | 60mg 1 X 10 X 10 IP/BP/USP | Tablet IP |
| 14 | AAMDRUGS14 | Phenytoin tablet | 50mg 1x1 | Tablet IP |
| 15 | AAMDRUGS15 | Sodium valproate tablet | 200mg 1x1 | Tablet IP |
| 16 | AAMDRUGS16 | Albendazole Tablet IP | 400mg 1x10x10 (Each Chewable tablet contains albendazple 400mg) | Tablet IP |
| 17 | AAMDRUGS17 | Diethylcarbamazine tablet | 100mg 1x1 100 mg | Tablet IP |
| 18 | AAMDRUGS18 | Amoxicillin Capsule IP | 250mg 1x1 | Capsule IP |
| 19 | AAMDRUGS19 | Amoxicillin Capsule IP | 500mg 1x1 | Capsule IP |
| 20 | AAMDRUGS20 | Co-Trimoxazole (Trimethoprim + Sulphamethoxazole) DS Tablet | 1x1 Cotrimoxazole tablet)Each tablet contains Trimethoprim 80 mg Sulphamethoxazole 400mg | Tablet IP |
| 21 | AAMDRUGS21 | Doxycycline Capsule | 100mg 1x1 | Capsule IP |
| 22 | AAMDRUGS22 | Metronidazole | 1x1 400 mg | Tablet IP |
| 23 | AAMDRUGS23 | Norfloxacin (Film Coated) Tablet | 400mg 1x10x10 | Tablet IP |
| 24 | AAMDRUGS24 | Clotrimozole cream | 1x15 gm tube (1% W/W) | Cream IP |
| 25 | AAMDRUGS25 | Miconazole Ointment | 1x15grm Tube | Cream IP |
| 26 | AAMDRUGS26 | Fluconazole tablet | 1x1 50mg | Tablet IP |
| 27 | AAMDRUGS27 | Lactulose Oral Liquid 10g/15ml 1x100ml | 1x100ml Bottele (10g/15ml ) | Solution USP |
| 28 | AAMDRUGS28 | Povidone Iodine Ointment USP | 5% w/w 1x125g | Cream IP |
| 29 | AAMDRUGS29 | Povidone Iodine Ointment USP | 5% w/w 1x15g | Cream IP |
| 30 | AAMDRUGS30 | Povidone Iodine Solution IP | 10% 1x500ml | Solution IP |
| 31 | AAMDRUGS31 | Povidone Iodine Solution | 5% 1x500ml | Solution IP |
| 32 | AAMDRUGS33 | Ferrous salt tablet | 200mg, equilent to 60 mg of elemental &Tablet IP | Tablet IP |
| 33 | AAMDRUGS34 | Folic Acid Tablet | 400mcg 1x100x10 | Tablet IP |
| 34 | AAMDRUGS35 | Isosorbide-5- mononitrate tablet | 5mg 1x1 | Tablet IP |
| 35 | AAMDRUGS36 | Isosorbide-5- mononitrate tablet | 60mg 1x1 | Tablet IP |
| 36 | AAMDRUGS37 | Atenolol Tablet | 25mg 1x14x10 | Tablet IP |
| 37 | AAMDRUGS38 | Atenolol Tablet | 50mg 1x14x10 | Tablet IP |
| 38 | AAMDRUGS39 | Metoprolol Tablet | 25mg 1x10x10 | Tablet IP |
| 39 | AAMDRUGS40 | Metoprolol Tablet | 50mg 1x10x10 | Tablet IP |
| 40 | AAMDRUGS41 | Isosorbide dinitrate Tablet (Sublingual) | 5 mg 1x1 | Tablet IP |
| 41 | AAMDRUGS42 | Isosorbide dinitrate Tablet (Sublingual) | 20 mg 1x1 | Tablet IP |
| 42 | AAMDRUGS43 | Amlodipine tablet | 2.5 mg 1x1 | Tablet IP |
| 43 | AAMDRUGS44 | Amlodipine tablet | 5 mg 1x1 | Tablet IP |
| 44 | AAMDRUGS45 | Enalapril tablet | 5 mg 1x1 | Tablet IP |
| 45 | AAMDRUGS46 | Telmisartan tablet | 10mg 1x1 | Tablet IP |
| 46 | AAMDRUGS47 | Telmisartan tablet | 20mg 1x1 | Tablet IP |
| 47 | AAMDRUGS48 | Hydrochlorothiazide tablet | 12.5mg 1x1 | Tablet IP |
| 48 | AAMDRUGS49 | Hydrochlorothiazide tablet | 25 mg 1x1 | Tablet IP |
| 49 | AAMDRUGS50 | Atorvastatin Tablet | 10mg 1x1 | Tablet IP |
| 50 | AAMDRUGS51 | Atorvastatin Tablet | 20mg 1x1 | Tablet IP |
| 51 | AAMDRUGS52 | Alprazolam Tablet | 0.25mg 1x1 | Tablet IP |
| 52 | AAMDRUGS53 | Silver Sulphadiazine Cream | 1x125g Tube (1%) | Cream IP |
| 53 | AAMDRUGS54 | Betamethasone Cream | 1x15 grm Tube(0.05%W/W) | ointment IP |
| 54 | AAMDRUGS55 | Calamine Lotion | 1x100ml Bottle | Lotion |
| 55 | AAMDRUGS56 | Benzyl benzoate ointment/lotion | 1x100 ml Bottle (25%W/W) | ointment IP |
| 56 | AAMDRUGS57 | Mupirocin (anti bacterial cream) | 1x5g Tube (2% W/W) | ointment IP |
| 57 | AAMDRUGS58 | Ethyl alcohol (Denatured) Solution | Normal | Solution IP |
| 58 | AAMDRUGS59 | Hydrogen peroxide Solution | 0.125% V/V | Solution IP |
| 59 | AAMDRUGS60 | Bleaching powder | 1x 25 KGS packets (Bleaching powder content not less than 30% W/W of Available clorine) | powder |
| 60 | AAMDRUGS61 | Gama Benzene Hexachloride |  |  |
| 61 | AAMDRUGS62 | Framycetin sulphate (Ointment) | 1x30 grm tube(1%W/W) | ointment IP |
| 62 | AAMDRUGS63 | Ciprofloxacin Hydrochloride tablet | 250mg 1x1 | Tablet IP |
| 63 | AAMDRUGS64 | Ciprofloxacin Hydrochloride Eye Drops | 0.3% W/W (1x5ml )Bottle | Eye Drops IP |
| 64 | AAMDRUGS65 | Ear wax solvent drops (combination of Benzocaine, Chlorbutol, Paradichlorobenzene and Turpentine Oil) | Paradichlorobenzene 0.2 % W/V, Benzo caine 2.7 % W/V Chlorbutol 5%W/V, Turpentine Oil BP 15% W/V (1x10 ml bottle) |  |
| 65 | AAMDRUGS66 | Ranitidine Tablet 150mg 1x10x10 | 150mg 1x1 | Tablet IP |
| 66 | AAMDRUGS67 | Omeprazole capsule | 1x1 20 mg | capsule IP |
| 67 | AAMDRUGS68 | Ondansteron tablet and syrup | 4mg Tab & 8 mg Tab | Tablet IP |
| 68 | AAMDRUGS69 | Isaphghula granules | 1x1 40 mg (Gastro Resistant ) | Tablet IP |
| 69 | AAMDRUGS70 | Oral rehydration salts (ORS) | 1x1 Sachet (25.gm WHO Formula ) | Powder |
| 70 | AAMDRUGS71 | Zinc sulphate tablet | 1x1 20mg Tab(Desireable tablet should contain elemental Zinc 20 mg | Tablet IP |
| 71 | AAMDRUGS72 | Zinc sulphate syrup | 1x30 ml Bottle (20mg/5ml) syrup | Oral Solution IP |
| 72 | AAMDRUGS73 | Dicyclomine tablet | 1x1 10 mg | Tablet IP |
| 73 | AAMDRUGS74 | Aluminium Hydroxide 250mg, Magnesium Hydroxide 250mg, Activated Dimethicone 50mg, Oxethazine 10mg Suspension 250mg+250mg+50mg+10mg 1x200ml | Aluminium Hydroxide 250mg, Magnesium Hydroxide 250mg, Activated Dimethicone 50mg, Oxethazine 10mg Suspension 250mg+250mg+50mg+10mg 1x200ml | Oral Suspension |
| 74 | AAMDRUGS75 | Glimepiride tablet | 1x1 2mg Tab | Tablet IP |
| 75 | AAMDRUGS76 | Metformin SR Tablet | 1000 mg IP/BP/USP 1x10x10 | Tablet IP |
| 76 | AAMDRUGS77 | Metformin SR Tablet | 500mg IP/BP/USP 1x10x10 | Tablet IP |
| 77 | AAMDRUGS78 | Levothyroxine tablet | 1x1 25 mcg& 50mcg | Tablet IP |
| 78 | AAMDRUGS79 | Rabies vaccine | Rabipur Inj(Single dose vial with diluent and syringe with needle- 2.5 IU/ml ) | Vaccine Human IP |
| 79 | AAMDRUGS80 | Budesonide Respirator Solution | 1x5 Respule (Suspension 0.5mg/ 2ml for use in Nebulizer ) | Inhalation |
| 80 | AAMDRUGS81 | Salbutamol nebuliser Solution BP | 1x15ml (5mg/ml ) | nebuliser Solution BP |
| 81 | AAMDRUGS82 | Normal Saline Drops | 500 ml |  |
| 82 | AAMDRUGS83 | Dextromethorphan oral Syrup | 1x20 ml Bottle Each 5ml contains:Dextromethorphan 10 mg.Phenylephrine 5mg ,chlorpheniramine maleate 2mg | Syrup |
| 83 | AAMDRUGS84 | Hyoscinebutylbromide tablet | 1x1 10mg | Tablet IP |
| 84 | AAMDRUGS85 | Ascorbic acid (Vitamin C) tablet | 1x1 100 mg | Tablet IP |
| 85 | AAMDRUGS86 | Calcium carbonate with Vitamin D3 Tablet | 1x1 Each tablet contains calcium 500 mg Vitamin D3 250 IU | Tablet IP |
| 86 | AAMDRUGS87 | Cholecalciferol (Vitamin D3) Oral Solution IP | 400IU/ml 1x15ml | Solution IP |
| 87 | AAMDRUGS88 | Pyridoxine tablet | 1x1 50 mg Tab | Tablet IP |
| 88 | AAMDRUGS89 | B Complex tablet | 1x1 Normal Tab | Tablet IP |
| 89 | AAMDRUGS90 | Carboxy methylcellulose Eye Drops | 1% 1x10ml | Eye Drops IP |
| 90 | AAMDRUGS91 | Carboxy methylcellulose Eye Drops | 0.50% 1x10ml | Eye Drops IP |
| 91 | AAMDRUGS92 | Frusemide 20mg + Spironolactone | 50mg Tablet 20mgx50mg 1x10 | Tablet IP |
| 92 | AAMDRUGS93 | Frusemide Tablet | 40mg 1x10x10 | Tablet IP |

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# SECTION VII – TENDER FORM

|  |  |
| --- | --- |
| IFT No. | Date: \_\_\_/\_\_\_/\_\_\_\_\_\_ |

To,

……………………..

………………………

…………………………

Sir/ Madam,

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

|  |  |  |  |
| --- | --- | --- | --- |
| Sl. | Drugs | Quoted Make and Model | Remarks |
|  |  |  |  |

I / We undertake if our quotation is accepted, I / We will enter into contract to deliver the Drugs in accordance with the delivery schedule. I / We agree to abide by this tender for the specified period.

I / We undertake to deposit Security Deposit amount in accordance with the terms and conditions of the tender if our offer is accepted. I / We understand that you are not bound to accept the lowest or any quotations you may receive. We undertake, if our tender is accepted, to deliver the Drugs in accordance with the delivery schedule specified in the Schedule of requirements.

If our tender is accepted, we will obtain DD towards performance security, a sum equivalent to 5 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser. We agree to abide by this tender for the Tender validity period specified in Clause 3.10.1 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

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

We clarify/confirm that we comply with the eligibility requirements as per ITT Clause 1.1 of the tender documents.

|  |  |
| --- | --- |
| Date: | Signature: |
| Place: | Name: |
| Company Seal: | Designation: |

**SECTION VIII –PRICE SCHEDULES**

Price Schedule format is available in the e-portal as an inbuilt option. Tenderer shall fill up Price Bid Schedule on-line along with other requirements.

**Financial bid for Drugs**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **ESSENTIAL DRUGS LIST** | | |  |  |
| Sl. No. | Name of the drug | Pack Size And Strength | below is one unit packing you should quote for the unit asked in kppp portal | Rates for units asked in kppp portal |
| 1 | Oxygen concentrator | 1Unit | 1 |  |
| 2 | Lignocaine Topical forms | 1Unit | 1 |  |
| 3 | Asprin (Acetylsalicylic acid) | 75mg 1x10x10 | 1x10x10 |  |
| 4 | Diclofenac Sodium Injection IP (IV Bolus) | 25mg/ml 1x3ml =1x1 | 1x1 |  |
| 5 | Ibuprofen Tablet | 200mg | 1x10x10 |  |
| 6 | Paracetamol Tablet | 650mg | 1x10x10 |  |
| 7 | Paracetamol Paediatric Oral Suspension IP | 250mg/5ml ( 1x60ml) | 1x1 |  |
| 8 | Levocetrizine | 5mg 1x1 | 1x10x10 |  |
| 9 | Hydrocortisone Succinate Injection | 100mg 1x1 Vial(100 mg per Vial) | 1x1 Vial |  |
| 10 | Pheniramine Injection | 2ml 1x1 ampoule (22.75 mg/ml) | 1x1 |  |
| 11 | Adrenaline Injection | 1mg/ml 1x1ml | 1x1 |  |
| 12 | Phenobarbitone Tablet | 30mg 1x10x10 | 1x10x10 |  |
| 13 | Phenobarbitone Tablet | 60mg 1 X 10 X 10 IP/BP/USP | 1x10x10 |  |
| 14 | Phenytoin tablet | 50mg 1x1 | 1x10x10 |  |
| 15 | Sodium valproate tablet | 200mg 1x1 | 1x10x10 |  |
| 16 | Albendazole Tablet IP | 400mg 1x10x10 (Each Chewable tablet contains albendazple 400mg) | 1x10x10 |  |
| 17 | Diethylcarbamazine tablet | 100mg 1x1 100 mg | 1x10x10 |  |
| 18 | Amoxicillin Capsule IP | 250mg 1x1 | 1x10x10 |  |
| 19 | Amoxicillin Capsule IP | 500mg 1x1 | 1x10x10 |  |
| 20 | Co-Trimoxazole (Trimethoprim + Sulphamethoxazole) DS Tablet | 1x1 Cotrimoxazole tablet)Each tablet contains Trimethoprim 80 mg Sulphamethoxazole 400mg | 1x10x10 |  |
| 21 | Doxycycline Capsule | 100mg 1x1 | 1x10x10 |  |
| 22 | Metronidazole Tablet | 1x1 400 mg | 1x10x10 |  |
| 23 | Norfloxacin (Film Coated) Tablet | 400mg 1x10x10 | 1x10x10 |  |
| 24 | Clotrimozole cream | 1x15 gm tube (1% W/W) | 1x1 |  |
| 25 | Miconazole Ointment | 1x15grm Tube | 1x1 |  |
| 26 | Fluconazole tablet | 1x1 50mg | 1x10x10 |  |
| 27 | Lactulose Oral Liquid 10g/15ml 1x100ml | 1x100ml Bottele (10g/15ml ) | 1x1 |  |
| 28 | Povidone Iodine Ointment USP | 5% w/w 1x125g | 1x1 |  |
| 29 | Povidone Iodine Ointment USP | 5% w/w 1x15g | 1x1 |  |
| 30 | Povidone Iodine Solution IP | 10% 1x500ml | 1x1 |  |
| 31 | Povidone Iodine Solution | 5% 1x500ml | 1x1 |  |
| 32 | Ferrous salt tablet | 200mg, equilent to 60 mg of elemental &Tablet IP | 1x10x10 |  |
| 33 | Folic Acid Tablet | 400mcg 1x100x10 | 1x10x10 |  |
| 34 | Isosorbide-5- mononitrate tablet | 5mg 1x1 | 1x10x10 |  |
| 35 | Isosorbide-5- mononitrate tablet | 60mg 1x1 | 1x10x10 |  |
| 36 | Atenolol Tablet | 25mg 1x14x10 | 1x14x10 |  |
| 37 | Atenolol Tablet | 50mg 1x14x10 | 1x14x10 |  |
| 38 | Metoprolol Tablet | 25mg 1x10x10 | 1x10x10 |  |
| 39 | Metoprolol Tablet | 50mg 1x10x10 | 1x10x10 |  |
| 40 | Isosorbide dinitrate Tablet (Sublingual) | 5 mg 1x1 | 1x10x10 |  |
| 41 | Isosorbide dinitrate Tablet (Sublingual) | 20 mg 1x1 | 1x10x10 |  |
| 42 | Amlodipine tablet | 2.5 mg 1x1 | 1x10x10 |  |
| 43 | Amlodipine tablet | 5 mg 1x1 | 1x10x10 |  |
| 44 | Enalapril tablet | 5 mg 1x1 | 1x10x10 |  |
| 45 | Telmisartan tablet | 10mg 1x1 | 1x10x10 |  |
| 46 | Telmisartan tablet | 20mg 1x1 | 1x10x10 |  |
| 47 | Hydrochlorothiazide tablet | 12.5mg 1x1 | 1x10x10 |  |
| 48 | Hydrochlorothiazide tablet | 25 mg 1x1 | 1x10x10 |  |
| 49 | Atorvastatin Tablet | 10mg 1x1 | 1x10x10 |  |
| 50 | Atorvastatin Tablet | 20mg 1x1 | 1x10x10 |  |
| 51 | Alprazolam Tablet | 0.25mg 1x1 | 1x10x10 |  |
| 52 | Silver Sulphadiazine Cream | 1x125g Tube (1%) | 1x1 |  |
| 53 | Betamethasone Cream | 1x15 grm Tube(0.05%W/W) | 1x1 |  |
| 54 | Calamine Lotion | 1x100ml Bottle | 1x1 |  |
| 55 | Benzyl benzoate ointment/lotion | 1x100 ml Bottle (25%W/W) | 1x1 |  |
| 56 | Mupirocin (anti bacterial cream) | 1x5g Tube (2% W/W) | 1x1 |  |
| 57 | Ethyl alcohol (Denatured) Solution | Normal | 1x1 |  |
| 58 | Hydrogen peroxide Solution | 0.125% V/V | 1x1 |  |
| 59 | Bleaching powder | 1x25 KGS packets (Bleaching powder content not less than 30% W/W of Available clorine) | 1x1 |  |
| 60 | Gama Benzene Hexachloride | 100 ml | 1X1 |  |
| 61 | Framycetin sulphate (Ointment) | 1x30 grm tube(1%W/W) | 1x1 |  |
| 62 | Ciprofloxacin Hydrochloride tablet | 250mg 1x1 | 1x10x10 |  |
| 63 | Ciprofloxacin Hydrochloride Eye Drops | 0.3% W/W (1x5ml )Bottle | 1x1 |  |
| 64 | Ear wax solvent drops (combination of Benzocaine, Chlorbutol, Paradichlorobenzene and Turpentine Oil) | Paradichlorobenzene 0.2 % W/V, Benzo caine 2.7 % W/V Chlorbutol 5%W/V, Turpentine Oil BP 15% W/V (1x10 ml bottle) | 1x1 |  |
| 65 | Ranitidine Tablet 150mg 1x10x10 | 150mg 1x1 | 1x10x10 |  |
| 66 | Omeprazole capsule | 1x1 20 mg | 1x10x10 |  |
| 67 | Ondansteron tablet | 4mg Tab & 8 mg Tab | 1x10x10 |  |
| 68 | Isaphghula granules | 1x1 40 mg (Gastro Resistant ) | 1x10x10 |  |
| 69 | Oral rehydration salts (ORS) | 1x1 Sachet (25.gm WHO Formula ) | 1x1 |  |
| 70 | Zinc sulphate tablet | 1x1 20mg Tab(Desireable tablet should contain elemental Zinc 20 mg | 1x10x10 |  |
| 71 | Zinc sulphate syrup | 1x30 ml Bottle (20mg/5ml) syrup | 1x1 |  |
| 72 | Dicyclomine tablet | 1x1 10 mg | 1x10x10 |  |
| 73 | Aluminium Hydroxide 250mg, Magnesium Hydroxide 250mg, Activated Dimethicone 50mg, Oxethazine 10mg Suspension 250mg+250mg+50mg+10mg 1x200ml | Aluminium Hydroxide 250mg, Magnesium Hydroxide 250mg, Activated Dimethicone 50mg, Oxethazine 10mg Suspension 250mg+250mg+50mg+10mg 1x200ml | 1x10x10 |  |
| 74 | Glimepiride tablet | 1x1 2mg Tab | 1x10x10 |  |
| 75 | Metformin SR Tablet | 1000 mg IP/BP/USP 1x10x10 | 1x10x10 |  |
| 76 | Metformin SR Tablet | 500mg IP/BP/USP 1x10x10 | 1x10x10 |  |
| 77 | Levothyroxine tablet | 1x1 25 mcg& 50mcg | 1x10x10 |  |
| 78 | Rabies vaccine | Rabipur Inj(Single dose vial with diluent and syringe with needle- 2.5 IU/ml ) | 1x1 |  |
| 79 | Budesonide Respirator Solution | 1x5 Respule (Suspension 0.5mg/ 2ml for use in Nebulizer ) | 1x1 |  |
| 80 | Salbutamol nebuliser Solution BP | 1x15ml (5mg/ml ) | 1x1 |  |
| 81 | Normal Saline Drops | 500 ml | 1x1 |  |
| 82 | Dextromethorphan oral Syrup | 1x20 ml Bottle Each 5ml contains:Dextromethorphan 10 mg.Phenylephrine 5mg ,chlorpheniramine maleate 2mg | 1x1 |  |
| 83 | Hyoscinebutylbromide tablet | 1x1 10mg | 1x10x10 |  |
| 84 | Ascorbic acid (Vitamin C) tablet | 1x1 100 mg | 1x10x10 |  |
| 85 | Calcium carbonate with Vitamin D3 Tablet | 1x1 Each tablet contains calcium 500 mg Vitamin D3 250 IU | 1x10x10 |  |
| 86 | Cholecalciferol (Vitamin D3) Oral Solution IP | 400IU/ml 1x15ml | 1x1 |  |
| 87 | Pyridoxine tablet | 1x1 50 mg Tab | 1x10x10 |  |
| 88 | B Complex tablet | 1x1 Normal Tab | 1x10x10 |  |
| 89 | Carboxy methylcellulose Eye Drops | 1% 1x10ml | 1x1 |  |
| 90 | Carboxy methylcellulose Eye Drops | 0.50% 1x10ml | 1x1 |  |
| 91 | Frusemide 20mg + Spironolactone | 50mg Tablet 20mgx50mg 1x10 | 1x10x10 |  |
| 92 | Frusemide Tablet | 40mg 1x10x10 | 1x10x10 |  |

Note: The Bidder Should mentioned rate for all Drugs total amount who mentioned lower will be consider as L1 will be given to supply order .The above mentioned Drugsas per supply order are to be delivered directly to the concerned PHC’s ( Need to make the separate box for each SC AAM) in the stipulated time period. transportation to PHC charges will not be paid separately.

SECTION IX – DETAILS OF EARNEST MONEY DEPOSITED

From,

(Tenderer)..…………………….

………………………………….

…………………………………..

To,

Sir,

1. We have deposited Earnest Money **non-MSME /NSIC /SSI** Deposit of Rs………….. (Rupees…………………………………………………only) at approved bank by e-procurement to central pooling account of Government of Karnataka, the details of which are as follows:
   1. Bank & Branch ………………………….
   2. Method of remittance and its details ……………………
   3. DD for Rs. bearing no. of
2. We agree that the EMD may be forfeited by the purchaser if we:
   1. Withdraw our tender during the period of tender validity specified by us in the Tender Form (Section VIII);
   2. Do not accept the correction of the Tender Price Pursuant to Clause 5.3.3 of I.T.T
   3. Do not sign the Agreement within the specified time limit in case we are successful and notification of award has been communicated;
   4. Do not furnish the required Performance Security deposit as required ITT Clause 6.7.

|  |  |
| --- | --- |
| Date: | Signature: |
| Place: | Name: |
| Company Seal: | Designation: |

# SECTION X – CONTRACT FORM

THIS AGREEMENT made on the .......day of.................................. (year) between.......................... (Name of purchaser) of.............. (Country of Purchaser) (Hereinafter called "the Purchaser”) of the one part and..................... (Name of Supplier) of......................... (City and Country of Supplier) (Hereinafter called "the Supplier") of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   1. The Tender Form and the Price Schedule uploaded by the Tenderer;
   2. The Schedule of requirements;
   3. The Technical Specifications;
   4. The General Conditions of Contract;
   5. The Special Conditions of Contract; and
   6. The Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Drugs 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 Drugs 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.
5. Brief particulars of the Drugs and services which will be supplied/provided by the Supplier are as under:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Sl. | Drugs/ Services | Quantity | Unit Price | Total Price | Taxes, if any | Grand Total | Delivery Terms |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| **Total** | | | |  |  |  |  |

Total Value Rs. \_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only)

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

|  |  |
| --- | --- |
| Signed, Sealed and Delivered by the  Said.....................................................  (For the Purchaser)  In the presence of: ……………………… | Signed, Sealed and Delivered by the  Said.....................................................  (For the Supplier)  In the presence of: ……………………… |

# SECTION XI – PERFORMANCE SECURITY FORM

To,

………………………

……………………….

…………………………..

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

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

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

This Performance Security is valid until the ........day of...................(year) (Warranty period + 60 days).

|  |  |
| --- | --- |
| Date: | Signature: |
| Place: | Name: |
| Company Seal: | Designation: |
|  | Address: |

# SECTION XII – MANUFACTURER’S AUTHORIZATION FORM

(Please see Clause 3.6.2.1 of ITT)

|  |  |
| --- | --- |
| IFT No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_/\_\_\_/\_\_\_\_\_\_ |

To,

……………………………………..

Dear Sir / Madam,

Ref: IFT No.

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

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

|  |  |  |
| --- | --- | --- |
| |  | | --- | | Photograph of the person Authorized. | | Yours faithfully,  (Name)  (Designation)  (Name of manufacturers) |

**Attested**

(Signature and Name of the Primary Manufacturer)

*Note:*

1. *This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Tenderer in its tender.*
2. *This letter of authority should be issued to only one agent irrespective of models for this particular IFT. If found that the letter of authority is issued to more than one firm, all the bids for which the authorizations are given will be considered Non-Responsive. [Refer 3.2.2.14 of ITT]*
3. *The authorized person should also self attest his photo, which shall be attested by the authorizing person.*

SECTION XIII – PROOF OF SERVICE CENTRE IN KARNATAKA

|  |  |
| --- | --- |
| IFT No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_/\_\_\_/\_\_\_\_\_\_ |

To,

………………………….

Dear Sir,

The following are the details of our service centers in Karnataka State:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Sl. | Service Center Address | City | Service Center Inception Date | Landline Number | Number of Engineers working |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

|  |  |
| --- | --- |
| Date: | Signature: |
| Place: | Name: |
| Company Seal: | Designation: |

ANNEXURE 1 – LATEST GST PAYMENT RECEIPT

[Refer 3.2.2.5 of ITT]



# ANNEXURE II – ANNUAL TURNOVER STATEMENT

[Refer 3.2.2.6 of ITT]

The Average Annual Turnover of M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

|  |  |  |
| --- | --- | --- |
| Sl. | Financial Year | Turnover (in Rs.) |
|  |  |  |
|  |  |  |
|  |  |  |
|  | Average |  |

|  |  |
| --- | --- |
| Date: | Chartered Accountant’s Signature: |
| Place: | Name: |
| Chartered Accountant’s Seal: | Chartered Accountant’s Registration Number: |

# ANNEXURE III – FORMAT OF AFFIDAVIT

[To be submitted by bidder on Stamp Paper of Rs. 100/-]

[The affidavit shall be notarized]

**AFFIDAVIT**

This affidavit is executed by M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on day \_\_\_\_\_\_\_\_, Year \_\_\_\_\_, for the tender of …………………………………… for the tender \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ vide Reference No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

We/I hereby declare and undertake on oath as follows:

1. We / I that all the documents, testimonials, certificates, etc., submitted by us for the above mentioned tender are all correct and genuine.
2. We / I declare that the Purchase Order, Invoices, Certifications, proof of payment, submitted by us as proof for 75% Performance Criteria are correct and genuine.
3. We / I declare that our firm / company M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is not blacklisted or de-registered by any Government / Quasi Government / and other organization.
4. We / I declare that we / I will not supply End of Life and / or refurbished Drugs/ items.
5. We / I declare that the items quoted by us shall be in commercial production and support by the manufacturer for a period of Warranty as stated in the Tender.
6. We / I are aware that if one or more of the above declarations and undertakings are found to have been violated/breached, then We / I shall be blacklisted by …………………………………………..

Identified by me:

Deponent

Advocate

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# ANNEXURE IV – BANK ACCOUNT DETAILS

The bidder shall provide all the information such as Bank Account details, valid email ids, and valid contact Number of the contact person on the letterhead of the bidder.

|  |  |
| --- | --- |
| IFT No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_/\_\_\_/\_\_\_\_\_\_ |

1. For RTGS
   1. Benefeciary Name:
   2. Benefeciary Bank and Branch:
   3. Address and Phone No. of Bank:
   4. Account No.:
   5. IFSC Code:
2. For Confirmation of transfer
   1. Name of the Contact Person
   2. Designation:
   3. Mobile Phone No.:
   4. Email id:

|  |  |
| --- | --- |
| Date: | Signature: |
| Place: | Name: |
| Company Seal: | Designation: |

# ANNEXURE V – CHECKLIST OF DOCUMENTS TO BE SUBMITTED BY BIDDERS

**IMPORTANT NOTICE:** *The following checklist of documents should be submitted by the bidder in the tender. The following list is only an illustrative list and not the complete list of documents. Bidders may please note that, in case one or more documents as required in the tender document are not submitted in the tender, as per the format mentioned in the tender document and in clear & readable format, before the tender due date and time, then the tender submitted by the bidder shall be liable for outright rejection. The purchaser shall not accept any document which have not been uploaded before the tender due date and time. Therefore, the bidders are requested to read the tender document carefully and submit/upload the complete list of documents as required in the tender document.*

|  |  |
| --- | --- |
| IFT No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: ……………. |

| Sl. | Details | Submitted  (Yes / No) | If No, then reason to be furnished |
| --- | --- | --- | --- |
|  | EMD Submitted Details Or Valid MSME /NSIC /SSI Certificate issued by Government -if applicable( as per KTPP Act) |  |  |
|  | GST Registration Certificate and pan details & GST Filing Acknowledgement ( June-2024) |  |  |
|  | Income tax return and Annual Turnover for the past three financial year as per Annexure-II  ( 2020-21,2021-22, 2022-23) (30%of tender amount) |  |  |
|  | Balance Sheet for the past three financial years (2020-21,2021-22, 2022-23) |  |  |
|  | Tender offer form as per proforma given in Section-VII & Affidavit as per Annexure-III |  |  |
|  | Service centre details established in Karnataka |  |  |
|  | Manufacturing license / dealer / authorized agent, Authorization Certificate from the Primary Manufacturer  1.No conviction certificate from the concerned  Drugs control Authorities.  2.Affidavit Stating Non –violation of Drugs  Price Control order 2013  3.Affidavit saying Labels of drugs products  prepared and affixed as per the provisions (rules  and norms) of drugs and cosmetics act, 1940 and  rules there under |  |  |
|  | The Bidder should not be black listed by any govt. Agencies (Declaration in 100 Rs bond paper to be enclosed). |  |  |
|  | Detailed specifications and warranty details of each item offered separately on Bidder’s Letter Head with Seal and signature. Enclose the Details. |  |  |
|  | The Bidder should be in the respective business. For at 5yrs or more from the date of tender floating . proof of at least 30%(of tender amount) turn over in the previous year with satisfactory installation reports  Enclose the Details. |  |  |
|  | Enclose the Brochure Or Catalogue of the Drugs Offered |  |  |
|  | ISO/CE/FDA Certificate |  |  |
|  | Technical Compliance statements |  |  |
|  | Solvency certificate 25 lakhs in the name of district health and family welefare society shivamogga(any national bank) |  |  |
|  | Quoting for all items in schedule VIII is mandatory, If not that institute/Company/Agency will disqualify |  |  |
|  | The company or bidder must have a service center in the district Head Quarters. |  |  |

Note: All the documents Sl. No. 1 to 16 are mandatory and have to be uploaded on the e-procurement portal.

|  |  |
| --- | --- |
| Date: | Signature: |
| Place: | Name: |
| Company Seal: | Designation: |

1. Only Online Queries through eProcurement portal will be accepted. Queries sent through letters, emails or any other mode will not be entertained. [↑](#footnote-ref-1)
2. Completed tenders shall be uploaded through e-tendering system by the Tenderers using their User ID and addressed to the Director in the manner prescribed under Section II – Instructions to Tenderers of Tender Documents on or before the last date & time stipulated. [↑](#footnote-ref-2)
3. In the event of the specified date of opening of Technical Bid (First Cover) being declared a holiday for the Purchaser, the Technical Bid will be opened on the next working day. [↑](#footnote-ref-3)