

GOVERNMENT OF KARNATAKA
Rural Development & Panchayat Raj Department

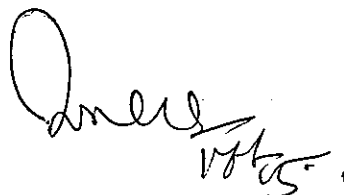
TENDER DOCUMENTS

for

Procurement of Steel Tape, Cube Mould, Test Sieve Set, Concrete
Test Hammer (Rebound Hammer)

Tender No: RDPR/ 777 /EGS/2014 Date: 17-01-2015

Rural Development & Panchayat Raj Department,
Govt. of Karnataka
Phone: + 91 80 - 22372738, +91 80 - 22342162
Fax: +91 80 - 22342163, + 91 80 - 22342162
Email: karnregs@gmail.com


17/1/15

Notice Inviting Tenders

GOVERNMENT OF KARNATAKA Rural Development & Panchayat Raj Department

Invitation for tender for supply of Steel tape, Cube Mould, Test Sieve Set, Concrete Test Hammer (Rebound Hammer) To Zilla Panchayats of various Districts. (Through E-Procurement only)

Tender No: RDPR / 777 / EGS /2014 Date:17-01-2015

1. The under signed Deputy Director MGNREGA, Commissionerate, 2nd floor, 3rd gate, M.S Building, Bangalore invites tenders from eligible tenderers for the supply of the goods listed below. This Invitation for Bids follows Karnataka Transparency in Public Procurements Act, 1999 and the rules 2000.
2. Requirement:

Sl. No	Description of Goods	Quantity	Physical unit	Final Destination as specified in Annex to Section VI
1	Steel measuring tape (15m)	176 No	No	Delivery to each Zilla Panchayat Office. Technical Team to certify delivery.
2	Cube moulds 150x150x150 mm size conforming to IS:516-1959, IS :10086-1982	176 Set	Set	
3	Test sieve set IS:460:1972,30cm dia frame of size 40 mm, 20mm, 12.5mm and 10mm and 20cm dia frame of size 4.75mm, 3.35mm, 2.36mm, 1.18mm, 600micron, 300 micron, 150 micron, 90 micron and 75 micron	176 Set	Set	
4	Concrete Tes Hammer (rebound hammer) of impact energy 2.207 N.m (0.225kgm)as per IS:1331 (Part-2) - 1992.	176 No	No	

The scope of the contracts for Items includes, supplying above items to respective Zilla Panchayat of various districts detailed in Annexure to Section V. In addition, the Bid winner shall be required to provide free of cost repair/maintenance services during the Warranty Period at district level.

The details of calendar of tender events are as below:

Page 3 of 66

Sl. No.	Description	Date	Time
1	Commencement of issue of Bid document through E-Procurement Portal of Government of Karnataka (e-Governance)	23.01.2015	4.00 pm
2	Pre Bid meeting	04.02.2015	11.00 am
3	Last date and time for receipt of Bid	11.02.2015	4.00 pm
4	Opening of Bids (Technical) if possible	20.02.2015	4.30 pm
5	Opening of Bids (Commercial) of qualified bidders if possible	25.02.2015	11.00am
6	Award of Contract	Within 7 days of Tender Acceptance	
7	Furnishing of Performance Security by the Successful Bidder	15 Days from the date of issue of Letter of Intent	
8	Signing of contract	Within 5 days of Successful submission of PG	

1. Bidders may view and download the Bid document free of cost from the e-procurement portal of Government of Karnataka at <https://eproc.karnataka.gov.in>.
2. A pre-bid meeting will be held on 04-02-2015 at 11.00 hrs. Meeting Hall, Department of Rural Development and Panchayat Raj, 2nd Floor, 3rd Gate, M.S. Building, Ambedkar Veedhi, Bangalore to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in Clause 6 of 'Instructions to Tenderers' of the bidding document.
3. Bid Processing Fee: Interested Tenderer who wish to participate shall pay tender processing fee through any of the 5 e-Payment options only:
 - a. Credit Card
 - b. Direct Debit
 - c. National Electronic Funds Transfer (NEFT)
 - d. Net banking
 - e. Over the Counter (OTC) – designated ICICI bank branches located across the country. Please note that payments submitted through cheque or demand draft shall not be accepted. Further details regarding e-Payment; please refer to e-Procurement website- www.eproc.karnataka.gov.in.
4. Only online submission of tenders is permitted. Therefore, tenders must be submitted online on website <https://eproc.karnataka.gov.in/> up to 11-02-2015 at 16:00 hours as per server time. The bids will be opened online as per above calendar of tender events.
5. Other details can be seen in the bidding documents.
6. The address for communication is as under:

Deputy Director, MG NREGA,
Commissionerate of Rural Development,
RDPR Dept, Govt. of Karnataka,
Room No. 218, 2nd floor, 3rd gate, M.S Building,
Dr. Ambedkar Veedhi, Bangalore 560001
Phone No: 91 80 - 22372738, 91 80- 22342162
E-mail: karnregs@gmail.com

Place of Pre Bid Meeting: 07-01-2015
Meeting Hall, 2nd Floor, 3rd Gate,
Department of Rural Development and Panchayat Raj,
M.S. Building, Ambedkar Veedi, Bangalore.
Phone No: 22372738

SECTION I: INSTRUCTIONS TO TENDERERS

Table of Clauses

A. Introduction.....	
1. Scope of Tender	
2. Eligible Tenderer	
3. Corrupt & Fradulant practices	
4. Cost of Tendering	
B. Tender Documents.....	
5. Contents of Tender Documents	
6. Clarification of Tender Documents	
7. Amendment of Tender Documents.....	
C. Preparation of Tenders	
8. Cost of Bidding	
9. Language of Tender	
10. Documents Comprising the Tender	
11. Letter of Bid & price Schedules	
12. Tender Prices	
13. Tender Currency	
14. Documents Establishing the Tenderer's Eligibility and Qualification	
15. Documents Establishing the Eligibility and Conformity to Tender Documents.....	
16. Earnest Money Deposit.....	
17. Period of Validity of Bids.....	
18. Format and Signing of Tender	
D. Submission and Tenders	
19. Sealing and Marking of Tenders.....	
20. Deadline for Submission of Tenders	
21. Late Tenders/Bids.....	
22. Modification and Withdrawal of Tenders.....	
E. Tender Opening and Evaluation of Tenders.....	
23. Opening of Tenders by Purchaser	
24. Confidentiality	
25. Clarification of Tenders	
26. Deviations, Reservations & Ommisions.....	
27. Preliminary Examination & Determination of responsiveness	
28. Non Conformity, Errors & Omissions	
29. Correction of Aritmactical Errors	
30. Pre- qualifications & Evaluation of Technical Bids	
31. Comparison of Tenders.....	
32. Purchaser's right to accept any bid,& to reject any or all bids.	
33. Contacting the Purchaser	
F. Award of Contract.....	
34. Purchaser's Right to Accept and Reject any or all Tenders	
35. Award Criteria.....	
36. Purchaser's Right to Vary Quantities at Time of Award.....	
37. Notification of Award.....	
38. Signing of Contract.....	
39. Performance Security.....	

1. Scope of Tender

- 1.1 In connection with the Invitation for Bids, **specified in the Bid Data Sheet (BDS)**, the Purchaser, **as specified in the BDS**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name, identification and Items (contracts) of this procurement are **specified in the BDS**.
- 1.2 Throughout these Bidding Documents:
 - (a) The term "in writing" means communicated in written form (e.g. by postal mail, e-mail, fax) with proof of receipt;
 - (b) if the context so requires, "singular" means "plural" and vice versa; and
 - (c) "Day" means calendar day.
 - (d) 'Tenderer' & Bidder are used interchangeably.
 - (e) MGNREGA, RDPR, Govt. of Karnataka shall be interchangeably called "Purchaser"

2. Eligible Tenderers

- 2.1 A Bidder may be a firm that is a private entity, a government-owned entity—subject to para 2.4.
- 2.2 Joint Ventures are not permitted.
- 2.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this tendering process, if the Tenderer:
 - (a) Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
 - (b) Receives or has received any direct or indirect subsidy from another Tenderer; or
 - (c) Has the same legal representative as another Tenderer; or
 - (d) Has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the bid of another Tenderer, or influence the decisions of the Purchaser regarding this tendering process; or
 - (e) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
 - (f) Any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or
 - (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS para 1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (h) has a close business or family relationship with a professional staff of the Purchaser (MGNREGA, RDPR Dept , GOK) (or of the project implementing agency) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the tender evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship

has been resolved in a manner acceptable to the Purchaser throughout the procurement process and execution of the contract

- 2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Govt. of Karnataka or any other State/Central Govt in India.
- 2.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser.

3. Corrupt and Fraudulent Practices

3.1 It is required that bidders, suppliers, and contractors and their agents (whether declared or not), personnel, and service providers observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the purchaser:

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of government and its officials;
 - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, government and its officials to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "Collusive practice" is an arrangement between two or more participants in the procurement process designed to achieve an improper purpose, including to influence improperly the actions of government and its officials;
 - (iv) "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, participants in the procurement process or the property of the them to influence improperly the actions of participants;
 - (v) "Obstructive practice" is
 - (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede Government's investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) Acts intended to materially impede the exercise of the Government's inspection and audit rights provided for under sub-clause 3.2 below.
will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will cancel the contract or a portion of the contract if it determines at any time that the Supplier or representatives of supplier engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of the contract; and
- (d) will sanction a firm or an individual, at any time, in accordance with prevailing Government's sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time:(i) to be awarded Government contract;

3.2 In further pursuance of this policy, Bidders shall permit the Government to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the Government.

3.3 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 17.1 of the General Conditions of Contract.

4. Cost of Tendering:

4.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and "Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process and not refundable.

B. The Tender Documents

5. Contents of Tender Documents

5.1 The goods/services required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include:

- Section I. Instruction to Bidders (ITB) ;
- Section II. Bidding Data Sheet (BDS);
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Schedule of Requirements
- Section VI. General Conditions of Contract (GCC)
- Section VII. Special Conditions of Contract (SCC)
- Section VIII. Contract Forms

5.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.

5.3 The Bidding Documents shall be available online at Government of Karnataka's e-Procurement website <https://eproc.karnataka.gov.in>.

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

6. Clarification of Tender Documents

6.1 A prospective Tenderer requiring any clarification of the Bidding Documents shall contact the Purchaser through the method **specified in the BDS**. The Purchaser will respond in the method **specified in the BDS** to any request for clarification, provided that such request is received no later than five (5) days prior to the deadline for submission of bids. The Purchaser shall make available its response, including a description of the inquiry but without identifying the source, to all prospective tenderers in the manner **specified in the BDS**. Purchasers may modify tender document at any time before closure of bid submission date.

6.2 If so **specified in the BDS**, the Tenderer is advised to visit office and examine the records and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for procurement of Goods/services. The costs of visiting shall be at the Tenderer's own expense.

6.3 The Tenderer and any of its personnel or agents will be granted permission by the Purchaser to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Tenderer, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the visit.

- 6.4 If so **specified in the BDS**, the Tenderer's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 6.5 The Tenderer is requested to submit any questions through e-procurement portal and/or e mail, in the manner **specified in BDS**, not later than 48 hours week before the prebid meeting.
- 6.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Tenderer, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be posted in the e-procurement system. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an Addendum in the e-procurement system pursuant to Para 7 and not through the minutes of the pre-bid meeting. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Tenderer.

7. Amendment of Tender Documents

- 7.1 At any time prior to the deadline for submission of tenders, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents exclusively through the issue of an Addendum in the e-procurement system.
- 7.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated to all prospective bidders in the manner **specified in the BDS**. The Purchaser shall also promptly publish the addendum on the Purchaser's web page. All prospective tenderers will be notified of the amendment in the e-Procurement Portal and will be binding on them.
- 7.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Purchaser, at its discretion, may extend the deadline for the submission of tenders.

C. Preparation of Tenders

8. Cost of Bidding

- 8.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. And is non refundable

9. Language of Tender

- 9.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written **in the English language as specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the **English language as specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

10. Documents Comprising the Bid

- 10.1 The Bid shall comprise the following, copies of which shall be uploaded on the e-procurement platform:
- (a) Letter of Bid in accordance with Para 11;
 - (b) completed schedules, in accordance with **Para 11 and 12**
 - (c) Earnest Money Deposit in accordance with Para 16.1;
 - (d) written confirmation authorizing the signatory of the Bid to commit the Tenderer, in accordance with Para 18.2;
 - (e) documentary evidence in accordance with Para 14 to establish that Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (f) any other document required in the BDS.
- 10.2 Joint Venture is not permitted.
- 10.3 The Bidder shall furnish in the Letter of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

11. Letter of Bid and Price Schedules

- 11.1 The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. The bidders shall make online entries to fill in rates in the Price Schedule(s). Upon entry of rates in all the items, total bid price would automatically be calculated by the system and would be displayed. All blank spaces shall be filled in with the information requested/required

12. Tender Prices

- 12.1 The Tenderer shall indicate on the Price Schedule the unit prices and total tender prices of the goods/services it proposes to supply under the Contract. To this end, the tenderers are allowed the option to submit the tenders for any one or more schedules specified in the 'Schedule of Requirements' and to offer discounts for combined schedules. However, tenderers shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award
- 12.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (i) the price of the goods/services, quoted, including all duties and other taxes already paid or payable
 - (ii) any Indian duties, other taxes which will be payable on the goods if this Contract is awarded;
 - (iii) the price for other local costs and incidental, travel costs and other incidental costs to go to the respective Zilla Panchayat, to supply the equipments and
 - (iv) the price of other incidental services listed in Clause 4 of the Special Conditions, if any.

12.2 The Tenderer's separation of the price components in accordance with para Clause 12.2 above will be solely for the purpose of facilitating the comparison of tenders by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

12.4 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to para 27.

13. Tender Currency

13.1 Prices shall be quoted in Indian Rupees:

14. Documents Establishing Tenderer's Eligibility and Qualifications

14.1 Pursuant to Para Clause 10, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the Contract if its tender is accepted

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

That the Tenderer has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section III. To this end, all tenders submitted shall include the following information:

- (i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;
- (ii) Details of experience and past performance of the tenderer on service offered and on those of similar nature within the past three years and details of current contracts in hand and other commitments in the proforma if prescribed;

15. Documents Establishing Goods' Eligibility and Conformity to Tender Documents

15.1 Pursuant to para 10, the Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all goods and services which the tenderer proposes to supply under the contract.

15.2 The documentary evidence of conformity of the goods and services to the tender documents may be in the form of literature, drawings and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the goods ;
- (b) a list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the use of the goods by the Purchaser; and

(c) an item-by-item commentary on the Purchaser's Requirements demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

15.3 For purposes of the commentary to be furnished pursuant to Para 15.2(c) above, the Tenderer shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Requirements are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names and/or catalogue numbers in its tender, provided that it demonstrates to the Purchaser's satisfaction

16. Earnest Money Deposit

16.1 The Tenderer shall furnish as part of its bid Earnest Money Deposit in accordance with the procedures specified in the BDS, in original form and, in the amount and currency specified in the BDS.

16.2 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 BDS

16.3 The Earnest Money Deposit shall be denominated in Indian Rupees and shall, at the Tenderer's option, be deposited through any of the following modes on the e-procurement portal.

- I. Credit card.
- II. Direct debit. (ICICI Bank account holders)
- III. National electronic Fund transfer. (NEFT)/ (RTGS)
- IV. Over- the- counter (OTC) remittance at ICICI Bank designated branches.

16.4 Any Tender not secured in accordance with para 16.1 and 16.3 will be rejected by the purchaser as non-responsive, pursuant to Para 27

16.5 Unsuccessful Tenderer's earnest money deposit will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of tender validity prescribed by the Purchaser, pursuant to Para 17.

16.6 The successful Tenderer's earnest money deposit will be discharged upon the Tenderer signing the Contract, pursuant to Para 38, and furnishing the performance security, pursuant to Para 39.

16.7 The tender security may be forfeited:

- (a) if a Tenderer (i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or (ii) does not accept the correction of errors pursuant to Para 27.2; or
- (b) in case of a successful Tenderer, if the Tenderer fails:
 - (i) to sign the Contract in accordance with Para 38; or
 - (ii) to furnish performance security in accordance with Para 39.

16.8 No interest will be payable by Purchaser on the amount of the Earnest Money Deposit.

17. Period of Validity of Tenders

- 17.1 Tenders shall remain valid for 180 days after the deadline for submission of tenders prescribed by the Purchaser, pursuant to Para 20. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 17.2 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 (email or Fax). The earnest money deposit provided under Para 16 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

18. Format and Signing of Tender

- 18.1 The Bidder shall prepare the documents comprising the bid as described in Para 10 and further **specified in the BDS** under various sub-clauses of Para 18 & 19 the Bidder shall produce originals of the Earnest Money Deposit and any other document as **specified in BDS**, in the manner **specified in the BDS**. In the event of any discrepancy between the original and the uploaded documents, the original shall prevail.
- 18.2 The bid shall be signed, in the manner **specified in the BDS**, by a person duly authorized to sign on behalf of the Tenderer. The name and position held by each person signing the authorization must be typed or printed below the signature.
- 18.3 The Joint Venture is not permitted.
- 18.4 Any inter lineation, erasures, or overwriting in the documents comprising the bids, shall be considered in the manner specified in the BDS.

D. Submission of Tenders

19. Sealing and Marking of Tender

- 19.1 The Tenderer shall submit the bids electronically through the e-procurement portal only. Any other document submitted through any other means will not be considered as part of the Bid except for the Originals specified in the BDS.
- 19.2 The Tenderer shall make arrangements on his own to get the Digital Signature for the E- Governance Department for submitting the bids electronically at his own risk and cost **as specified in the BDS and as per rules of e-governance**

20. Deadline for Submission of Bids

20.1 Bids must be received no later than the date and time specified in the BDS.

20.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Tendering Documents in accordance with Para 7, in which case all rights and obligations of the Purchaser and Tenders previously subject to the deadline shall thereafter be subject to the deadline as extended.

21. Late Bids

21.1 The e-Procurement system would not allow any late submission of bids after due date & time as per server system. After electronic online proposal submission, the system generates a unique identification number which is time stamped. This shall be treated as acknowledgement of the proposal submission. Any other system functionality, if applicable shall be specified in the BDS.

22. Modification and Withdrawal of Tenders

22.1 A Bidder may withdraw, substitute, or modify its bid on the e-procurement system, in accordance with the process defined in the BDS, no later than the date and time specified in the BDS. Modification/Withdrawal of the Bid sent through any other means shall not be considered by the Purchaser.

22.2 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its earnest money deposit, pursuant to Para 16.7.

E. Tender Opening and Evaluation of Tenders

23. Opening of Tenders by the Purchaser

- 23.1 The Purchaser shall publicly open the bids as per electronic bid opening procedures and read out in accordance with Para 23.3 all bids received by the deadline at the date, time and place specified in the BDS in the presence of Bidders' designated representatives and anyone who choose to attend. Specific electronic bid opening procedures shall be **as specified in the BDS**. Bidders can also view the bid opening by logging on to the e-procurement system.
- 23.2 The withdrawn bids will not be available in the system therefore will not be read. Also, all the modifications made in the bid before final submission are done on the same bid and system maintains only the last modified version of bid as the only bid to open and read out.
- 23.3 All Technical shall be opened in the e-procurement portal, reading out: the name of the Bidder, the Bid Price, Items (contract) if applicable, including any discounts, and alternative bids; and the presence or absence of a Bid Security including tender fee and any other details as the Purchaser may consider appropriate. The technical bid and financial bid are to be initialed by representatives of the Purchaser who choose to attend bid opening in the manner **specified in the BDS**. The Purchaser shall neither discuss the merits of any bid nor reject any bid. (The financial bid of only those bidders who qualify in technical evaluation shall be opened).
- 23.4 The Purchaser shall prepare a record of the bid opening, in the manner **specified in BDS**, that shall include, as a minimum: the name of the Bidder, the Bid Price, per lot (contract) if applicable, including any discounts, and alternative bids; the presence or absence of a Bid Security and tender fee etc. The attendance of the Bidders' representatives who are present in person shall be recorded in the manner **specified in the BDS**. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be made available on the e-procurement system.

24. Confidentiality

- 24.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communicated to all Bidders in accordance with Para 37.
- 24.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.
- 24.3 Notwithstanding Para 24.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so as specified in the BDS.

25. Clarification of Bids

Page 17 of 66

25.1 To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with Para 29.

25.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected

26. Deviations, Reservations and Omissions

26.1 During the evaluation of bids, the following definitions applies:

- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents

27. Preliminary Examination and Determination of Responsiveness

27.1 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 shall be treated as non-responsive.

27.1.1 Where the Tenderer has quoted for more than one schedule, if the tender security furnished is inadequate for all the schedules, the Purchaser shall take the price tender into account only to the extent the tender is secured. For this purpose, the extent to which the tender is secured shall be determined by evaluating the requirement of tender security to be furnished for the schedule included in the tender (offer) in the serial order of the Schedule of Requirements of the Tender document. Partial bid shall be rejected.

27.2 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 lowest of the two will prevail. If the supplier does not accept the correction of errors, its tender will be rejected and its tender security may be forfeited.

- 27.3 All Technical bids which substantially meet technical requirements shall be qualified in the technical evaluation.
- 27.4 Prior to the detailed evaluation, pursuant to Para 30 and 31, 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), Force Majeure (GCC Clause 18), Limitation of liability (GCC Clause 23), Applicable law (GCC Clause 24), and Taxes & Duties (GCC Clause 26) 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.
- 27.5 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.
- 27.6 The Purchaser's determination of a bid's responsiveness shall be based on the contents of the bid itself, as defined in Para 10.
- 27.7 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) If accepted, would
 - (i) Affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (ii) Limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
 - (b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

Non-submission of any of the original documents stipulated in Para 18.1 and the corresponding provision in the BDS within the stipulated date and time to the Purchaser shall constitute material omission and render the bid non-responsive.

28. Nonconformities, Errors and Omissions

- 28.1 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

28.2 Provided that a bid is substantially responsive, the Purchaser shall rectify quantifiable non-material non-conformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

29. Correction of Arithmetical Errors

29.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) The system automatically calculates the total amount from the unit rates and the quantities and the system also automatically populates the amount in words from the amount in figures and therefore there will be no room for discrepancy;
- (b) Notwithstanding anything containing in Para 29.1(a), in case of Addendum which requires the change in the scope of the tender, the total cost will be calculated and adjusted in accordance with the quoted unit rate.

30. Pre Qualification and Evaluation of Technical Bids

- 30.1 The bidder has to submit his bid under two cover systems: (through e Procurement portal) technical bid and commercial bid. The purchaser will open the technical bid first and then the commercial bid of only the technically responsive bids shall be opened.
- 30.2 The Purchaser shall determine to its satisfaction whether substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.
- 30.3 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Para 15 and as per this tender document.
- 30.4 An affirmative determination of technical bid shall be a prerequisite for the opening of the commercial bid. A negative determination of responsiveness of the technical bid shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 30.5 The Purchaser may waive any minor deviation 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. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6), Force Majeure (GCC Clause 18), Limitation of liability (GCC Clause 23), Applicable law (GCC Clause 24), and Taxes & Duties (GCC Clause 26) 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.
- 30.6 If a technical bid in the 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.

31. Comparison of bids

- 31.1 The purchaser shall open the bids of the bidders who are the technically qualified in accordance Para 30.
- 31.2 To evaluate a Bid, the Purchaser shall consider the following:
- (a) Evaluation will be done for Items (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with Para 12;
 - (b) Price adjustment for correction of arithmetic errors in accordance with Para 29.1;
 - (c) Price adjustment in accordance with Para 29.1(b);
 - (d) Price adjustment due to quantifiable non-material non-conformities in accordance with Para 28.2;
 - (e) The additional evaluation factors if specified in Section III, Evaluation and Qualification Criteria;
- 31.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 31.4 If these Bidding Documents allow Bidders to quote separate prices for Items(contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section III, Evaluation and Qualification Criteria.
- 31.5 The Purchaser shall compare the evaluated prices of all substantially responsive technical bids established in accordance with Para 30 to determine the lowest evaluated bid.
- 31.6 During the evaluation of bids an affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily

32. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

- 32.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

33. Contacting the Purchaser

- 33.1 Subject to Para 25, 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.
- 33.2 Any effort by a Tenderer to influence the Purchaser in its decisions on tender evaluation, tender comparison or contract award may result in rejection of the Tenderer's tender.

F. Award of Contract

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

34.1 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.

35. Award Criteria

35.1 Subject to Para 34.1, the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

36. Purchaser's Right to Vary Quantities at Time of Award

36.1. At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Services originally specified in Section V, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents

37. Notification of Award

37.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding and shall publish the results identifying the bid and lots (contract) numbers and the following information:

- (i) Name of each Bidder who submitted a Bid;
- (ii) Bid prices as read out at Bid Opening;
- (iii) Name and evaluated prices of each Bid that was evaluated;
- (iv) Name of bidders whose bids were rejected and the reasons for their rejection; and
- (v) Name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.

In addition, the Purchaser may also publish the above information in their website as **specified in the BDS**.

37.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

37.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with Para 37.1, requests in writing the grounds on which its bid was not selected.

38. Signing of Contract

38.1 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.

38.2 Within Twenty One (21) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

39. Performance Security

39.1 Within Fifteen (15) days of the receipt of notification of award/ LOI from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC using for that purpose the Performance Security Form included in Section VIII, Contract Forms, or another Form acceptable to the Purchaser.

39.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit.

Section II. Bidding Data Sheet (BDS)

The following specific data for the goods/Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: MGNREGA, RDPR Department , Govt. of Karnataka
ITB 1.1	Bids are being invited for procurement of steel tape, cube mould, test sieve set, Concrete Test Hammer (rebound hammer) as detailed in Section V - Schedule of Requirements.
ITB 2.2	Joint Venture bids are not accepted.
	B. Contents of Bidding Documents
ITB 6.1	For Clarification of bid purposes only, the Purchaser's address is: Rural Development & Panchayat Raj Department, Govt. of Karnataka Phone: + 91 80 - 22372738 Fax: +91 80 - 22342163. Email: karnregs@gmail.com
ITB 6.1 & 6.5	Clarification of bidding documents: 1. "The bidder can post queries/ request for clarifications via e mail or inwriting at least 48 hours before Pre bid meeting (If scheduled). 2. Once the bid is published on the e-procurement platform, the registered bidders can post their request for clarification with the help of option menu "Queries"/e mail. 3. After clarification is issued by the Purchaser, an auto generated email will be sent to all bidders, who are registered with e procurement. The bidder can view the clarification in the

	'Addendum/Corrigendum' menu." Page 24 of 66				
ITB 6.4	Pre Bid Meeting: _____ at 2.30 pm Commissionrate Meeting Hall, 2 nd Floor, 3 rd Gate, Department of Rural Development and Panchayat Raj, M.S. Building, Ambedkar Veedi, Bangalore.				
ITB 7.1 & ITB 7.2	"The Addendum will be uploaded in e-Procurement Portal, and an auto generated or relevant email will be sent to all bidders who furnish e mail details. The bidder can view the clarification in the 'Addendum/ Corrigendum' menu.				
ITB 7.3	The Addendum incorporating the revised deadline for submission of the bid will be uploaded in e-Procurement Portal.				
	C. Preparation of Bids				
ITB 9.1	The language of the bid is: "English"				
ITB 10.1(f)	The Bidder shall submit the following additional documents by uploading them along with other documents detailed in para 11.1 as part of its bid: (a) Service Support Details indicating availability of Service Engineers and Service Centers in Karnataka, using Form in Section IV (b) Technical Details using the Form provided in Section IV (c) Performance Statement of supplies made in last 3 years using the Form provided in Section IV (d) Manufacturer's Authorization, if applicable, using Form in Section IV				
ITB 12.2 (iii)	List of Offices to supply: Taluk Panchayat in the district. The delivery point shall be relevant District Headquarters where a Technical Team shall certify proper delivery as per tender and proper functioning of the delivery; where after the payment shall be released as per payment terms and conditions.				
ITB 16.1	Earnest Money Deposit shall be required, and a bidder submitting the bids shall pay the Earnest Money Deposit in the manner as prescribed in the e procurement portal of e Gov department, GOK before opening the Bid. The amount of the Bid Security to be submitted separately for Items shall be as under: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Sl. No.</th> <th>Earnest Money Deposit</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"></td> <td></td> </tr> </tbody> </table>	Sl. No.	Earnest Money Deposit		
Sl. No.	Earnest Money Deposit				

	1	Rs. 75,000/- (Rupees Seventy five thousand only)	Page 25 of 66
ITB 17.1	The bid validity period shall be 180 days from the last date for bid submission deadline.		
ITB 17.2	The request for extension of the bid validity and corresponding extension of the Earnest Money Deposit shall be made by the Purchaser in writing, and the Tenderers shall also submit the response via e procurement portal. If no extension is granted then request shall be deemed to have been rejected.		
ITB 18.1	<p>The Tenderer shall bring all the relevant documents with him at the time of technical evaluation. In absence of the same the bid is liable for rejection during the technical evaluation. This includes</p> <p>[i] All relevant documents as per Technical Requirements</p> <p>[ii] A self-attestation vouching for the correctness of the information furnished in the bid and correctness of documents uploaded with the bid.</p>		
ITB 18.2	For participation in bidding the bidder shall have to obtain Class-III Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities (CA). Bidders already possessing the digital signature issued from authorized CAs can use the same in this bid. Bidders should note that they are required to obtain separate DSCs for signing and encryption, issued by the same CA, for participating in the electronic bid submission.		
ITB 18.3	JV (Joint Ventures) are not permitted.		
	D. Submission and Opening of Bids		
ITB 19.1	<p>Following procedure shall be followed for electronic submission of bid:</p> <p>1. The bidder shall upload the bid through e-procurement platform https://www.eproc.karnataka.gov.in; along with all requisite documents to prove their eligibility as bidder for technical evaluation. No other mode of submission is permitted.</p> <p>2. Letter of Bid and other documents as detailed in ITB Clause 10.1 and the corresponding BDS provision shall be uploaded in e-Procurement portal and brought at the time and date fixed for technical evaluation.</p> <p>3. Apart from uploading the documents detailed in ITB Clause</p>		

	<p>10.1, the bidder shall upload the scanned copies of the following:</p> <p>[i] Power of Attorney;</p> <p>[ii] Receipt or record for payment of Earnest Money Deposit; and</p> <p>[iii] An affidavit vouching for the correctness of the information furnished in the bid and correctness of documents uploaded with the bid.</p> <p>[iv] If bidder chooses to pay the bid processing fee through OTC mode then bidders have to upload the receipt given by the bank at the time of uploading the documents through Over the Counter (OTC) in e-procurement website and also submit original copy of receipt within the time prescribed.</p> <p>4. In addition, the bidder shall upload in e-Procurement Portal all the relevant originals/certified copies of the documents relevant to prove the technical eligibility of the bidder and bring at the time and date of technical evaluation of the bids at the following address –</p> <p>Address:</p> <p>Office of Commissionerate of Rural Development, RDPR Department, Govt. of Karnataka, 2nd floor, 3rd gate, M.S..Building Bangalore FAX NO: 91-80 22372738 EMAIL: karnregs@gmail.com PHONE NO: 91-080- 22342162</p> <p>5. In case of discrepancy between the uploaded documents and the originals, the latter shall prevail.</p>
ITB 20.1	<p>The deadline for the submission of bids is:</p> <p>Time & Date: As stated in Table in Paragraph 1 of IFT.</p>
ITB 22.1	<p>Bidders may cancel/modify their bids on line before the deadline for submission of bids specified in BDS ITB 22.1. For bid modification and consequential re-submission, the bidder is required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as a responsive bid.</p> <p>In online system of bid submission the modification/cancellation is allowed any number of times.</p>
ITB 23.1	<p>The bid opening shall take place at:</p> <p>E-Procurement Portal. The bidders can see the opening online. The official opening shall be at Office Commissioner, Rural</p>

<p>ITB 23.1 & 23.3</p>	<p>The Purchaser will open / decrypt all bids uploaded through e-procurement platform in the presence of the bidders' representatives who choose to attend at the stipulated place, date and time.</p> <p>The Bidders' representatives who are present shall produce authorization letter and sign a register evidencing their attendance.</p> <p>The Purchaser shall prepare a record of the Bid opening as detailed in ITB 23.4</p> <p>A copy of the record shall be available to all Bidders online in https://eproc.karnataka.gov.in as per submitted bids in time.</p>
	<p>E. Evaluation and Comparison of Bids</p>
<p>ITB 33.1</p>	<p>If any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing - after the opening of the tender.</p>
<p>ITB 33.1</p>	<p>The Purchaser's request for clarification and the response shall be in writing.</p>
<p>ITB 31.2 (a)</p>	<p>Evaluation will be done for contract with all the items included in an Items being taken together.</p> <p>If price bid does not mention price of any item (s) and price cannot be arrived at from the price bid itself, then it shall be taken to be ZERO.</p>
	<p>F. Award of Contract</p>
<p>ITB 36.1</p>	<p>The maximum percentage by which quantities may be increased is: 25</p> <p>The maximum percentage by which quantities may be decreased is: 25</p>
<p>ITB 37.1</p>	<p>The Purchaser shall publish details of the award in Karnataka Government website https://eproc.karnataka.gov.in also.</p>

Section III. Evaluation and Qualification Criteria

2. Pre-Qualification Criteria (ITB 30)

The Purchaser's evaluation of a technical bid shall take into account the following factors as specified in ITB Sub-Clause 30 and in BDS referring to ITB 30, using the following criteria and methodologies.

Interested bidders must necessarily qualify the criteria mentioned below for consideration of their offers by the purchaser for the required services:

DOCUMENTS ESTABLISHING THE ELIGIBILITY OF THE BIDDER

SL No	Eligibility Criteria	Supporting Documents To Be Submitted
1	The Supplier/Bidder shall be in the relevant business for the last three years i.e. 2011-12, 2012-13, 2013-14 or 2014-15	Proof of the same to be provided by way upload of document to prove it – such as Audited Statement, Income Tax Returns, Incorporation Details etc
2	The bidder should have past experience in supplying of quality control kits and equipments.	Proof of the same to be provided by way of self-attested (i) Copy of Work Order(s) (ii) Letter of satisfactory supply/delivery
3	This clause is amended from the original RFP: The bidder should have turnover in the supply of such equipment of value not less than Rs 30.00 lakhs(Thirty lakhs) as having successfully executed in any one of the last three years (2011-12, 2012-13, 2013-14 or 2014-15)	Proof of the same to be provided by way of copy of work order and successful completion/delivery letter/certification.
4	The bidder should be a company or a Proprietary firm or any single legal entity incl. Partnership as per existing Indian Laws. However JVs are not permitted.	Copy of the Certificate of Incorporation and/or Certificate of Commencement of Business/Registration Certificate or relevant document to prove the legal status.
5	The Bidder must have their office in Karnataka.	Rental Agreement copy / Registered Office Documents
6	The Bidder should have service centers in the state	Proof of the same to be provided with details

7	Bidder must satisfy all statutory requirement such as Service Tax, SSI,VAT, CST registration& PAN of the firm	Copies of relevant Certificates under each category should be submitted. Page 29 of 66
8	The bidder should not have been black- listed by any state Government Institution/ Government Body in India.	A self-declaration by an authorized person Notorised
9	The Bidder should have average turnover of minimum Rs. 40.00 lakhs 2011-12, 2012-13, 2013-14 or 2014-15) (Fourty lakhs)	Audited & attested by Chartered Accountant

2. Statement of Experience

Name and addressee of the companies/ institutions which issued purchase orders/ service orders on the bidder	Name & details	Order No & Value	Present Status (provide proof)
	1.		
	2.		
	3.		

Important: Scan and upload document and necessary certificates along with this as a proof of supply

3. Statement of Financial Capability

	Year 1 2013-14	Year 2 2012-13	Year 3 2011-12	Average Turnover (Rs in Lakhs)
Annual Turnover (Rs in Lakhs)				

Scan and upload NOTARISED documents and necessary certificates as required

Section IV. Bidding Forms

Table of Forms

1. Bidder Information Form -
2. Bid Submission Form -
3. Proforma for Performance Statement -
4. Format for Letter of Authorization
5. Manufacturer's Authorization
6. Proforma for other details of Bidder & Manufacturer
7. Specifications
8. Checklist
9. Commercial Bid Letter
10. Price Schedule Form

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*

NCB No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. Bidder's actual or intended Country of Registration/Office Location: <i>[insert actual or intended Country of Registration]</i>
3. Bidder's Year of Registration/Start of Business: <i>[insert Bidder's year of registration/start of business]</i>
4. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
<p>5. Bidder's Authorized Representative Information</p> <p>A. Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i></p>
<p>6. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i></p> <p><input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clause 2</p> <p><input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 2.5.</p>

(Scan and Upload Document)

Bid Submission Form

Page 32 of 66

[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number of bidding process]*

Invitation for Bid No.: *[insert No of IFB]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services _____ *[insert a brief description of the Goods and Related Services];*
- (c) Our bid shall be valid for the period of time specified in ITB Sub-Clause 17.1 (180 days) , from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 39 and GCC Clause 18 for the due performance of the Contract;
- (e) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries _____ *[insert the nationality of the Bidder]*
- (f) We have no conflict of interest in accordance with ITB Sub-Clause 2.3;
- (g) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the Government, under the Purchaser's country laws or official regulations, in accordance with ITB Sub-Clause 2.4;
- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: _____ *[insert signature of person whose name and capacity are shown]*

In the capacity of _____ *[insert legal capacity of person signing the Bid Submission Form]*

Name: _____ *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: _____ *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

(Scan and Upload Document)

Proforma for Performance Statement (for a period of last three years)

Bid No.

Date of opening

Time Hours

Name of the Firm.....

Order placed by (full address of Purchaser)	Order No. and date	Description of the study undertaken	Value of order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the Satisfactory Certificate from the purchaser attached?
				As per contract	Actual		
1	2	3	4	5	6	7	8

Signature and seal of the Bidder

.....

.....

(Scan and Upload Document)

Format for Letter of Authorization

Date:

TO,
The Commissioner,
Office of Commissionerate
Gate No 3, 2nd Floor,
MS Building, Bangalore 560001

Dear Sir,

Regarding: Supply of steel tape, cube mould, test sieve set, Concrete Test Hammer (rebound hammer) to Zilla Panchayat of each Districts

Reference: Tender No:

Being duly authorized to represent and act on behalf of.....
(Hereinafter referred to as "the Bidder"), and having reviewed and fully understood all of the Bid requirements and information provided, the undersigned hereby submits the Bid for the purpose referred above.

Yours faithfully,

.....

(The Authorised Signatory of Bidder)
(Scan and upload document)

Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]

Please note that the Authorization is required from all manufacturers whose equipment is being supplied

Date: [insert date (as day, month and year) of Bid Submission]

NCB No.: [insert number of bidding process]

Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [insert complete name of Purchaser]

WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: [insert title]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, _____ [insert date of signing]

(Scan and Upload Document)

Proforma for Other Details of Bidder and Manufacturer

(i) Name & full address of the Manufacturer:

(ii) (a) Telephone & Fax No. Office /Works

(b) Email

3. Location of the manufacturing factory.

4. Name & full address of the Bidder

5. (a) Telephone & Fax No Office /Factory/Works

(b) Email

6. Financial Details of Bidder

	2011-12	2012-13	2013-14	Average Annual of 3 years (Any 3 can be used)
Turnover (IN INR)				

7.. Details of two Persons that Department may contact for requests for clarification during bid evaluation:

	1 st	2 nd
Name: Tel number direct): Mobile No: Email address:		

Signature and seal of the Bidder

(Scan and upload document)

SPECIFICATIONS
Annexure 1

SI No	Description	Technical Specifications
1	Standard Steel Tape	15 meters
2	Cube moulds	150x150x150 mm size conforming to IS:516-1959, IS :10086-1982 – 1 set
3	Test sieve set	460:1972,30cm dia frame of size 40 mm, 20mm, 12.5mm and 10mm and 20cm dia frame of size 4.75mm, 3.35mm, 2.36mm, 1.18mm, 600micron, 300 micron, 150 micron, 90 micron and 75 micron – 1 set.
4	Concrete Test Hammer (rebound hammer)	Impact energy 2.207 N.m (0.225kgm)as per IS:1331 (Part-2) -1992.

Signature of the Bidder _____

Business Address _____

Checklist

Sl. No.	Activity	Yes/No/NA	Page No. in the Bid
1	(a) Bid Security for required amount		
	(b) Bid Security		
2	(a) Bid Form duly signed		
	(b) Power of Attorney or Self Certification in favour of the authorized signatory		
3	(a) The manufacturer's authorization Form		
4	(b) Documents establishing pre-qualification		
	(c) Proof of Documents as required along With copies of purchase order, invoice, payment and clients certificate for the relevant business orders as mentioned in Eligibility Criteria		
	(d) Furnish documentary evidence (Client's certificate) in support of the satisfactory operation of the goods for the Purchase orders executed in relevant business.		
	(e) The legal status, place of registration and existence of Firm.		
	(a) The Bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for the manufacture and supply of the required Goods within the specified time of completion after the meeting all their current commitments.		
	(b) The bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the purchaser or his representative for inspection		

	(c)	Reports on financial standing of the bidder evidenced by audited financial status.		
	(d)	Service Support Details		
5		Undertaking that the proprietor/promoter/director of the firm, are not involved in moral turpitude in relation to business dealings including malpractices such as bribery, corruption, fraud, substitution of bids, interpolation, misrepresentation, evasion, or habitual default in payment of tax levied by law; etc.		
6		The bidder and the manufacturer whose product is offered by the bidder shall disclose instances of previous performance that may have resulted into adverse action taken against the bidder or the manufacturer whose product is offered by the bidder during the last two years. Such adverse actions taken against the bidder or manufacturer may be treated as unsatisfactory performance history while deciding the award of contract. If no adverse action has been taken against the bidder, the bidder must provide a statement in its bid saying that there has been no such previous past performance resulting in adverse actions being taken against him.		
7		Written power of attorney of the signatory of the Bid to commit the Bidder		
8		No deviation statement on technical specification		
9		Check list of technical specification		

10		Agreement with all terms and condition of the bid document		
11		If no, have you indicated deviations		
12		Mentioned Price in the appropriate Proforma		
13		Form 15: Proforma for other details of Bidder, Manufacturer		
14		The following details shall also be provided by the Bidders:		
15		Company's PAN, TIN and Income Tax details and ward/circle where it is being assessed		
		Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate		

(Signature of the authorized representative of the Bidder)

Name :

Designation with Seal :

Date :

Place :

Business Address:

NOTE: Above checklist is mandatory for Sl. No. 4,5,6 of Schedule of Requirement.

PART B:

In Letterhead

1. Commercial Bid Letter

Date:

TO,
The Commissioner,
Office of Commissionerate
Gate No 3, 2nd Floor,
MS Building, Bangalore 560001

Dear Sir,

Subject: Supply of Standard steel tape, cube mould, test sieve set, Concrete Test Hammer (rebound hammer) 176 (Numbers) Taluk Panchayat in 30 Districts [delivery points being concerned Zilla Panchayat

Ref:

We, the undersigned bidders, having examined all the bidding for supply of above testing equipments with the warranty for ____ years Zilla Panchayats of 30 Districts do hereby propose to provide services as specified in the bidding.

Price and Validity

All the prices mentioned in our bid are in accordance with the terms as specified in the bidding documents. All the prices and other terms and conditions of this bid are valid for a period of 180 calendar days from the date of opening of the bids.

We are an Entity registered in India and do hereby confirm that our bid prices include all taxes including income tax and professional tax.

We have studied the Clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax is altered under the law, we shall pay the same.

Unit Rates

We have indicated in the relevant schedules enclosed, the unit rates for the purpose of on account of payment related to the Scope of Work under the contract.

Bid Pricing:

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in bidding documents.

Bid Price:

We declare that our bid prices are for the entire scope of the work as specified in the Requirements specified in the bid documents.

Contract Performance Guarantee:

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form as prescribed in the BID Document.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept Bid you receive.

Thanking you,
Yours faithfully

(Signature of the authorised representative of the Bidder) Name :

Designation: Seal :

Date :

Place :

Business Address:

(SCAN AND UPLOAD)

2. PRICE SCHEDULE FORMS

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]

PRICE SCHEDULE

Sl. No.	Items	Qty	All inclusive Price **	
			Unit Rate (in figures and words)	Total (in figures and words)
1.	Standard Steel measuring tape (15m)	176 No		
2	Cube moulds (150x150x150 mm size conforming to IS:516-1959, IS 10086-1982-1st	176 set		
3	Test sieve set (IS 460:1972, 30cm dia frame of size 40 mm, 20mm, 12.5mm and 10mm and 20cm dia frame of size 4.75mm, 3.35mm, 2.36mm, 1.18mm, 600 micron, 300 micron, 150 micron, 90 micron and 75 micron-1set.	176 set		
4	Concrete Test Hammer (rebound hammer) (Impact energy 2.207 N.m (0.225kgm) as per IS:1331 (Part-2)-1992.	176 No		

** (Bidders shall quote all items -inclusive price i.e. price inclusive of taxes, transportation, handling, insurance and all other expenses). The all-inclusive price inputted directly in this form will be taken as the basis for evaluation of commercial bid.

Section V : Schedule of Requirements

1. LIST OF GOODS AND DELIVERY SCHEDULE

Sl. No	Description	Qty	Delivery Location	Delivery Schedule
1	Standard Steel measuring tape (15m)	176 No	30-Zilla Panchayat Offices in the District	6 weeks from the Issue of letter of Intent
2	Cube moulds (150x150x150 mm size conforming to IS:516-1959,IS 10086-1982-1st	176 set	-do-	-do-
3	Test sieve set (IS 460:1972,30cm dia frame of size 40 mm, 20mm, 12.5mm and 10mm and 20cm dia frame of size 4.75mm, 3.35mm, 2.36mm, 1.18mm, 600 micron, 300 micron, 150 micron, 90 micron and 75 micron-1set.	176 set	-do-	-do-
4	Concrete Test Hammer (rebound hammer) (Impact energy 2.207 N.m (0.225kgm) as per IS:1331 (Part-2)-1992.	176 No	-do-	-do-

Time taken for the supply of standard steel tape, cube mould, test sieve set, Concrete Test Hammer (rebound hammer) is the key factor in this project. Any delay in delivery, Liquidity damages will be applicable which is 0.5% per week of delay or part thereof and maximum upto 10% of the product value. Once the maximum is reached action will be taken to cancel the Letter of Intent and forfeit the Earnest Money Deposit/Performance Guarantee.

Annexure to Section V

1. List of concerned Districts** where equipment to be supplied (** Delivery point being corresponding Zill Panchayat Offices)

Sl.No	Name of District	No. of Taluk Panchayats Under ZPs	No. of steel tapes cube mould, test sieve set, Concrete Test Hammer (rebound hammer) to be procured
1	BAGALKOTE	6	6 sets
2	BANGALORE URBAN	4	4 sets
3	BANGALORE RURAL	04	04 sets
4	BELGAUM	10	10 sets
5	BELLARY	07	07 sets
6	BIDAR	05	05 sets
7	BIJAPUR	05	05 sets
8	CHAMARAJA NAGAR	04	04 sets
9	CHIKMAGALUR	07	07 sets
10	CHITRADURGA	06	06 sets
11	DAKSHINA KANNADA	05	05 sets
12	DAVANAGERE	06	06 sets
13	DHARWAD	05	05 sets
14	GADAG	05	05 sets
15	GULBARGA	07	07 sets
16	HASSAN	08	08 sets
17	HAVERI	07	07 sets
18	KODAGU	03	03 sets
19	KOLAR	05	05 sets
20	KOPPAL	04	04 sets
21	MANDYA	07	07 sets
22	MYSORE	07	07 sets
23	RAICHUR	05	05 sets
24	SHIMOGA	07	07 sets
25	TUMKUR	10	10 sets
26	UDUPI	03	03 sets
27	UTTARA KANNADA	11	11 sets
28	CHIKKABALLAPURA	06	06 sets
29	RAMANAGARA	04	04 sets
30	YADGIR	03	03 sets
	TOTAL	176	176 sets

Section VI General Conditions of Contract

1. Definitions:

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

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

2. Application

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

3. Standards

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

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

- 4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 4.4 The supplier shall permit the Government to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government, if so required by the Government.

5. Patent Rights

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

6. Performance Security

- 6.1 Within 15 days of receipt of the notification of contract award/LOI, the Supplier shall furnish Performance Security to the Purchaser for an amount of 5% of the Contract Value, (The performance security shall be furnished at 5% of the contract value) as specified in the SCC. This shall be valid up to 60 days after the date of completion of performance obligations including Warranty obligations.
- 6.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 6.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

- (a) A Bank guarantee or irrevocable Letter of Credit, issued by a Nationalized/Scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser; or
 - (b) A cashier's cheque or Banker's certified cheque, or crossed demand draft or pay order drawn in favour of the Purchaser.; or
 - (c) Specified small savings instruments pledged to the Purchaser.
- 6.4 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any Warranty obligations, under the Contract.
- 6.5 In the event of any contract amendment, the Supplier shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including Warranty obligations.

7. Payment

- 7.1 The method and conditions of payment to be made to the Supplier/Agency under this Contract shall be specified in the SCC.
- 7.2 The Supplier's/ Agency's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the contract.
- 7.3 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 Supplier/Agency as per terms & conditions of this tender.
- 7.4 Payment shall be made in Indian Rupees.

8. Prices

- 8.1 Prices payable to the supplier/Agency as stated in the contract shall be firm during the performance of the contract.

9. Change Orders

9.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 25, make changes within the general scope of the Contract in any one or more of the following:

- (a) the Services to be provided by the Supplier;
- (b) the deliverables;
- (c) Scope of the Contract as provided in the Bidding document

The specifications of the delivery shall not be amended.

9.2 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.

10. Entire Agreement:

10.1 The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

11. Amendment:

11.1 No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

12. Assignment

12.1 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.

13. Subcontracts

13.1 Subcontracting is not allowed in respect of this contract.

14. Language:

- 14.1 The Contract as well as all correspondence and documents relating to the Contract and the deliverables under the contract and exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 14.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

15. Delays in the Supplier's Performance

- 15.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.
- 15.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 15.3 Except as provided under GCC Clause 18, 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 16, unless an extension of time is agreed upon pursuant to GCC Clause 15.2 without the application of liquidated damages.

16. Liquidated Damages

- 16.1 Subject to GCC Clause 18, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 17.

17. Termination for Default

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

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 15; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

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

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

17.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 17.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

18. Force Majeure

18.1 Notwithstanding the provisions of GCC Clauses 15, 16, 17, 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.

18.2 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.

18.3 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.

19. Termination for Insolvency

19.1 The Purchaser may 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.

20. Termination for Convenience

20.1 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.

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

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

21. Joint Venture, Consortium or Association: Not Applicable

22. Settlement of Disputes

22.1 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.

22.2 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.

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

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

23. Limitation of Liability

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

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

24. Applicable Law

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

25. Notices

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

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

26. Taxes and Duties

26.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, and service tax etc., incurred until delivery of the contracted Goods and services to the Purchaser.

27. Delivery and Documents:

26.2 Subject to GCC Sub-Clause 9.1, the Delivery of the Goods and Services and completion there on, shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements.

28. Extensions of Time

- 28.1 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods or pursuant to GCC Clause 27, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. 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, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 28.2 Except in case of Force Majeure, as provided under GCC Clause 18, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 16, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 28.1.

Section VII. Special Conditions of Contract

Section VII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 6.1	Performance Security to be furnished :5% (Amended to 5% of the Contract value) of the contract value, valid up to 180 days after the date of completion of performance obligations including warranty obligations.
GCC 7.1	100% payment will be made only after successful delivery of the equipment at the respective Zilla Panchayat Offices. However, the payments may be released district wise after full delivery in a particular district thereby treating the same as the Unit of Payment.
GCC 14.4	Language : English
GCC 22.2.	<p>The dispute settlement mechanism to be applied pursuant to GCC Clause 22.2.2 shall be as follows:</p> <p>(a) In case of non-resolution of any issue or dispute arising out of or in connection with anything in this tender or the contract, the same shall be referred to resolution to Secretary Panchayat Raj, RDPR Department, Govt of Karnataka; who shall hear the parties and give his findings on the issue/dispute, and, the same shall be final and binding on both the parties to the contract</p> <p>(b) The Bidder or the Commissioner Rural Development, RDPR Department, who is unsatisfied with the resolution or decision of Secretary Panchayat Raj, RDPR Department, Govt. of Karnataka under clause 25.2 shall have option to go in for arbitration to Addl. Chief Secretary RDPR/Principal Secretary, RDPR Department, Govt. of Karnataka. The decision in the said arbitration shall be final and binding on both the parties.</p>
GCC 25.1	<p>For notices, the Purchaser's address shall be:</p> <p style="text-align: center;">Office of Commissionerate of Rural Development , 2nd floor, 3rd gate M.S.Building Bangalore. RDPR Dept, Govt. of Karnataka Phone No: 91 80 – 22372738</p> <p style="text-align: center;">E mail: karnregs@gmail.com</p>

GCC 27.1	<p>Delivery of Goods shall be made by the Supplier in accordance with the terms specified in the schedule of requirement. The details of delivery and/or other documents, as applicable, to be furnished by the Supplier are:</p> <p>(A) Documents to be submitted to Purchaser :-</p> <p>Upon the delivery of the Goods, the Supplier shall notify the purchaser in writing and deliver to the Purchaser three sets of documents comprising of the following:</p> <ul style="list-style-type: none">(i) One original and two copies of commercial invoice, indicating the IFB No, district Name, Supplied to The Chief Executive Officer, _____ Zilla(ii) Panchayat _____ District, Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;(iii) One original and two copies of Acknowledgement of receipt of goods from the Consignee i.e. Consignment Receipt Certificate (CRC) (ie, at district)(iv) Three copies of packing list identifying contents of each package;(v) One original and two copies manufacturer's Warranty certificate(for rebound hammer)(vi) Origin covering all items supplied indicated in invoice.(vii) Any other additional procurement-specific document(s) required.
-----------------	---

Section VIII Contract Forms

Table of Forms

1. Contract Agreement
2. Performance Security
3. Service Level Agreement

1. CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

TOTAL VALUE:

DELIVERY SCHEDULE: (as per conditions of contract)

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:.....

2. PERFORMANCE SECURITY BANK GUARANTEE FORM

Bank's Branch or Office: [insert complete name of Guarantor]

To: (Name of Purchaser)

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

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

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

AND WHEREAS we have agreed to give the Supplier a Guarantee:
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the [insert number] day of [insert month] [insert year], and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors

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

Date.....20....

Address:.....

**3. Service Level Agreement:
(To be executed on Stamp Paper by the Bid winner **)**

- 1) The technical scope of the work is to supply equipments as per Tender
- 2) To Supply them to concerned Zilla Panchayat for onward distribution to Taluk Panchayats.
- 3) a) The Chief Executive Officer Zilla panchayat will receive these equipments, verify according to specifications along with manuals if any and take stock of the same as per rules. Then issue it to every Executive Officer under their jurisdiction as per procedure, for use of these testing equipments by SQM/DQM or technical officials for conducting or verification of quality of works taken up under Mahatma Gandhi National Rural Employment Guarantee Scheme.

b) Chief Executive Officer Zilla panchayat will after having receive these equipments shell furnished certification on the original copy of receipt challan to the supplier for making payment by Commissionerate.
- 4) In case of spurious equipments or defective equipments supplied, at the time of initial inspection, it shall be replaced within two (working) days from the date of delivery and also can be subject to penal action.