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ಸುವರ್ಣ ಕರ್ನಾಟಕ
Government of Karnataka

BID DOCUMENT

**Tender for the supply of "Laboratory Chemicals & Reagents" For
Gulbarga Institute of Medical Sciences Hospital
Kalaburagi**

REFERENCE NO: STR/TENDER/CR/35/2019-20/CALL-2

**DIRECTOR
GULBARGA INSTITUTE OF MEDICAL SCIENCES,
SEDAM ROAD,
KALABURGI.**

CHECK LIST
DOCUMENTS TO BE ENCLOSED ALONG WITH TENDER
(Enclose the papers in following order.)

1. PAN No.....

2. TIN. /GST No.....

3. *Annual turnover for last three years
(i.e2017-18, 2018-19 , 2019-20)
issued by Chartered Account.* PAGE NO. YES NO

4. Attested copy of Manufacture license for the Item, if tenderer is a Manufacturer . PAGE NO. YES NO

5. Authorized Agency certificate from Principal manufacturer in original in format –Section IX if tenderer is an authorized agent. PAGE NO. YES NO

6. Self declaration stating the firm is not black listed with any Government / Quasi Government Organizations and will not supply Refurbished items. PAGE NO. YES NO

7. Valid Drugs License PAGE NO. YES NO

8. Product wise WHO/GMP Certificate of each Item if tendere is manufacturer only, YES NO
 PAGE NO.

9. E.M.D Particulars	PAGE NO.	YES	NO
10. Solvency Certificate from the Nationalized/Scheduled bank for amount 33% of the tender called value (35,76,489/-). (In the Name of Director. GIMS Kalaburagi)	PAGE NO.	YES	NO
11. No Conviction Certificate (NOC is in the Name of Director GIMS Kalaburagi)	PAGE NO.	YES	NO
12. Vat/GST Clearance Certificate from last 3 years 2017-18 2018-19 2019-20	PAGE NO.	YES	NO
13. Tender form duly signed by tenderer	PAGE NO.	YES	NO
14. Name of the tenderer details Postal address , email address & contact number.	PAGE NO.	YES	NO
15. Sample Submission Letter / Item Quoted List	PAGE NO.	YES	NO

Signature of the Tenderer.
Authorized Signatory,
Name.....
Designation.....
Seal.....

SECTION- I. INVITATION FOR TENDERS (IFT)

Ref. No. : STR/TENDER/CR/35/2019-20/CALL-2 Date: 25-11-2020

1. The *Director, Gulbarga Institute of Medical Sciences Kalaburagi* here by invites tenders e-tendering system from the licensed manufacturer or authorized dealer/distributors for the supply of the drugs listed in the Schedule of requirements.

2. SCHEDULE OF EVENTS

Commencement of download of e-tender forms from website https://eproc.karnataka.gov.in	25-11-2020
Pre Bid Meeting Date	08-12-2020 @ 11:00 am
Last date for uploading of Tender in e-procurement platform on or before	24-12-2020 @ 16:30
Opening of Tenders Technical bid	26-12-2020 @ 11:00 am
Opening of Tenders Financial bid	05-01-2020 @ 11:00am

(B) VENUE: The Director, Gulbarga Institute of Medical Sciences, Kalaburagi.

(C) Opening of Financial Bid: Financial bid of only those responsive tenderers of technical bid will be opened on same date and time or notified on any further dates to be notified / informed to the responsive bidders.

Validity of contract: will be for one Year from the date of notification of rate contract, which may further be extended by another fifteen days. Completed tender document shall be up loaded through e-tendering system using their user ID and to be addressed The Director, Gulbarga Institute of Medical Sciences Kalaburagi in the manner described under instructions in Section

Director.
GIMS Kalaburagi

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SECTION II: INSTRUCTIONS TO TENDERERS

A. Introduction

1. Eligible Tenderers

1.1 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka or any other state Government or GOI

B. The Tender Documents

2. Contents of Tender Documents

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

- (a) Instruction to Tenderers (ITT) ;
- (b) General Conditions of Contract (GCC) ;
- (c) Special Conditions of Contract (SCC) ;
- (d) Schedule of Requirements;
- (e) Tender Form and Price Schedules;
- (f) Earnest money deposit Form;
- (g) Contract Form;
- (h) Performance Security Form;
- (i) Manufacturer's Authorization

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

3. Amendment of Tender Documents

3.1 At any time prior to the deadline for submission of tenders, the Purchaser may, for any reason, whether at its own initiative or otherwise, modify the tender documents by amendment.

3.2 All prospective tenderers who have received the tender documents will be notified of the amendment in writing or by cable or by fax, and will be binding on them.

3.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Purchaser, at its discretion, may extend the deadline for the submission of tenders.

C. Preparation of Tenders

4. Language of Tender

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

5. Documents Comprising the Tender

- 5.1 The tender prepared by the Tenderer shall comprise the following components:
- (a) A Tender Form and a Price Schedule completed in accordance with ITT Clauses 6, 7 and 8;
 - (b) Documentary evidence established in accordance with ITT Clause 9 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) Earnest money deposit furnished in accordance with ITT Clause 10.

6. Tender Form

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

7. Tender Prices

7.1. Price Schedule

Price Schedule format shall be furnished in the e-procurement platform.

The rate quoted per unit for landed/basic price shall be inclusive of Excise duty, packing forwarding charges, freight, Insurance, customs duty and local sales tax/GST etc.,

- 7.2. The rate quoted in the e-procurement platform format should be for the unit. The Tenderes are strictly prohibited to change/alter specification or unit size given in the e-procurement platform otherwise the rates offered will not be considered.

7.3 The Tenderers are required to furnish the break up details of landed price as per the e-procurement platform format. The landed price which shall include all the above components shall be the criteria for evaluation of price bid/financial bid under e-Portal of this tender.

- 7.4 Both the Technical Bid & Commercial Bid for supply of ITEMS shall have to be uploaded under appropriate headings.

- a) In the event of any discrepancy with respect to the rates quoted the Purchaser reserves the right to accept the lowest rate.
- b) All pages of the Tender except for printed literature if any enclosed shall carry the full signature of the person signing the Tender.

8. Tender Currency

- 8.1 Prices shall be quoted in Indian Rupees:

9. Documents Establishing Tenderer's Eligibility and qualifications

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

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

- (a) that, in the case of a Tenderer offering to supply goods under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized (as per authorization form in Section IX) by the goods' Manufacturer or producer to supply the goods in India or is a Authorized Dealer of the Goods.

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

10. Earnest Money Deposit

10.1 The Contractor can pay the Earnest Money Deposit (EMD) of Rs. 2.5% of total cost of the items In the e- Procurement portal .

10.2 The entire EMD amount for a particular tender has to be paid in a single transaction

10.3 The EMD money received for all the tenders floated through the e-Procurement platform will be collected and maintained in a central pooling account.

10.4 Refund of EMD

The EMD money will be kept in the central pooling account until the tender is awarded to the successful bidder.

Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful bidders will be refunded to the respective Bank a/c's of the Contractor registered in the e- Procurement system.

10.5 The earnest money deposit may be forfeited:

(a) if a Tenderer

(i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or

(ii) does not accept the correction of errors pursuant to ITT Clause 16.3; or

(b) in case of a successful Tenderer, if the Tenderer fails:

(i) to sign the Contract in accordance with ITT Clause 22; or

(ii) to furnish performance security in accordance with ITT Clause 23.

11. Period of Validity of Tenders

11.1 Tenders shall remain valid for 120 days after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITI Clause 14. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.

11.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or fax). The earnest money deposit provided under ITT Clause 10 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.

12. Format and Signing of Tender

12.1 The uploaded Tender document shall contain all the pages signed by the authorized signatory, along with the respective Annexures as mentioned under various clauses and sub clauses of Tender document.

12.2 The suppliers/Tenderers should download the Bid document & all pages of bid documents should be signed & stamped by the authorized designator of supplier and uploaded.

D. Submission of Tenders

13. Deadline for Submission of Tender

13.1. Tenders must be submitted by uploading on e- Procurement platform and within the time schedule mentioned therein.

E. Tender Opening and Evaluation of Tenders

14. Opening of Tenders by the Purchaser

14.1 The Purchaser will open all tenders, in the presence of Tenderers' representatives who choose to attend, on prescribed date and time in the following location:

**DIRECTOR,
GULBARGA INSTITUTE OF MEDICAL SCIENCES
SEDAM ROAD, KALABURGI.**

14.2 The Tenderers' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Tender opening being declared a holiday for the Purchaser, the tenders shall be opened at the appointed time and location on the next working day.

15. Preliminary Examination

15.1 The Purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order. Tenders from Agents/Authorized Dealers, without proper authorization from the manufacturer as per Section IX shall be treated as non-responsive.

15.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lower of the two will prevail. If the supplier does not accept the correction of errors, its tender will be rejected and its earnest money deposit may be forfeited.

15.3 Prior to the detailed evaluation, pursuant to ITT Clause 16, the Tender Inviting Committee will examine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 4), Applicable law (GCC Clause 19), and Taxes & Duties (GCC Clause 21) will be deemed to be a material deviation. The Purchaser's examination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

15.4 The originals of all the documents uploaded under the Technical Bid shall be produced for verification on specific dates which will be intimated to the tenderer after the opening of Technical Bid, failing which the tender will be treated as **Non-Responsive**.

15.4 If a tender is not substantially responsive, it will be rejected by the concerned Committee.

15.5 On the basis of submission of evaluation report of Tender Inviting Committee the Tender Accepting Committee will determine responsiveness or non responsiveness of each tender.

15.7 After the receipt of the directions by Tender Acceptance Committee regarding responsiveness or non responsiveness of each tender. Tender Inviting Committee will take action to evaluate Financial Bid after intimating to concern responsive Tenders only.

16. Evaluation and Comparison of Tenders

- 16.1 The Purchaser will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 15 for each schedule separately. No tender will be considered if the complete requirements covered in the schedule is not included in the tender. However, as stated in ITT Clause 7, Tenderers are allowed the option to tender for any one or more schedules and to offer discounts for combined schedules. These discounts will be taken into account in the evaluation of the tenders so as to determine the tender or combination of tenders offering the lowest evaluated cost for the Purchaser in deciding award(s) for each schedule.
- 16.2 The Purchaser's evaluation of a tender will take into account in the case of goods manufactured in India or goods of foreign origin already located in India, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Tenderer;

F. Award of Contract

17. Post qualification

- 17.1 The Purchaser will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 9.2 (b) and is qualified to perform the contract satisfactorily.

18. Award Criteria

- 18.1 Subject to ITT Clause 19, the Purchaser will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

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

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

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

- 20.1 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.

21. Notification of Award

- 21.1 Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer in writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, that its tender has been accepted.
- 21.2 The notification of award will constitute the formation of the Contract.
- 21.3 Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 23, the Purchaser will promptly notify the name of the winning Tenderer to each unsuccessful Tenderer and will discharge its earnest money deposit, pursuant to ITT Clause 10.
- 21.4 If, after notification of award, a Tenderer wishes to ascertain the grounds on which its tender was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Tenderer.

22. Signing of Contract

- 22.1 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.
- 22.2 Within 21 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Purchaser.

23. Performance Security

- 23.1 Within 21 days of the receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents or in another form acceptable to the Purchaser.
- 23.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 22 or ITT Clause 23 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Purchaser may make the award to the next lowest evaluated Tenderer or call for new tenders.

SECTION III: GENERAL CONDITIONS OF CONTRACT

GCC

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 Items / 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 Obligations of the supplier covered under the contract.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Purchaser" means the organization purchasing the Goods, as named in SCC.
- (h) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (i) "The Government" means the Government of Karnataka State.
- (j) "The State" means the Karnataka State
- (k) "The Project Site", where applicable, means the place or places named in SCC.
- (l) "Day" means calendar day.

2. Application

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

3. Standards

3.1 The Goods supplied under this Contract shall conform to the standards.

3.2 The supply should be from the latest batch having minimum of 80% of the life expiry, items which are to expire after 3 months shall be returned to the supplier and the supplier shall be obliged to replace the same quantity and quality of the items from a fresh stock having adequate self life without any additional financial burden to Government.

3.3 Primary Manufacturer/Authorized Agents/Dealers furnished product wise WHO/GMP certificate.

3.4 When Drugs are supplied by the manufacturer quality control report/test & analysis report of each batch should be submitted at the time of supply

3.5 The Items reported not of standard quality should be replaced within a week without additional cost to Director, Gulbarga Institute of Medical Sciences Hospital Kalaburagi. The Sub-Standard Drugs/Items will not be permitted to be removed from the stores without the written permission from the Director, Gulbarga Institute of Medical Sciences Hospital Kalaburagi.

4. Performance Security

- 4.1 Within 21 days of receipt of the notification of contract award, the Supplier shall furnish Performance Security to the **Purchaser for an amount of 5% of the Contract Value**, valid up to 60 days after the date of completion of performance obligations including Warranty obligations. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the initial Warranty period.
- 4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 4.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
- (a) A Bank guarantee, issued by a nationalized/scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser; or
 - (b) A cashier's check or Banker's certified check, or crossed demand draft or pay order drawn in favour of the Purchaser.; or
- 4.4 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any Warranty obligations, under the Contract.
- 4.5 In the event of any contract amendment, the Supplier shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including Warranty obligations.

5. Samples

- 5.a) The tender shall submit the samples to the Director, Gulbarga Institute of Medical Sciences Hospital Kalbaragi as per quantity indicated in enclosure to annexure-X for item scheduled in annexure V, Those who are technically qualified (In Technical Bid) after intimation (Letter) giving from this office, samples are submitted.
- b) The sample shall be in original form in which supplies will be made, if the contract is awarded. Samples are exempted from the printing of the Logogram .
- c) The cost of the sample shall not be payable by the Tender inviting authority.
- d) The sample submitted will not be returned to the Tenderer either successful or unsuccessful, under any circumstances.

6. Packing

- 6.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.
- 6.2 All the tablets capsules should be either aluminum blister or any other suitable strip packing.
- 6.3 Each packing shall conform to the labeling provisions of the Drugs & cosmetics Act. 1940, and rules there under any miss branded Drug is not only liable to be confiscated without notice, but also the supplier will be penalized without notice but also the supplier will be penalized by require of the difference in amount in obtaining from another firm, not which standing any penal action that may be taken by the Drugs control Departments.
- 6.4 The packing, marking and documentation within and outside the packages shall comply strictly with requirements.
- 6.5 Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on both sides with proper paint/Ink as follows:-
- a) Government supply not for sale (BTFS)
 - b) Contract number
 - c) Manufacturer's Name and License Number.

7. Delivery and Documents

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

8. Insurance

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

9. Payment

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

9.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 7, and upon fulfillment of other obligations stipulated in the contract.

9.3 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.

9.4 Payment shall be made in Indian Rupees.

10. Prices

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

11. Contract Amendments

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

12. Delays in the Supplier's Performance

12.1 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.

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

12.3 A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 13, unless an extension of time is agreed upon pursuant to GCC Clause 12.2 without the application of liquidated damages.

13. Liquidated Damages

13.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 14.

14. Termination for Default

14.1 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 12; 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.

14.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 14.1, 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.

15. Applicable Law

15.1 The Contract shall be interpreted in accordance with the laws of the Union of India. Jurisdiction of Kalaburagi.

16. Notices

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

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

17. Taxes and Duties

17.1 Suppliers shall be entirely responsible for all taxes (including Sales tax), duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

18. Director, Gulbarga Institute of Medical Sciences Gulbarga, reserves the right to approve or reject any tender without assigning any reason, whatsoever, and decision of the Director is final and binding and no correspondence will be entertained thereon.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT
Special Conditions of Contract.

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

1. Definitions (GCC Clause 1)

(a) The Purchaser is *DIRECTOR, GULBARGA INSTITUTE OF MEDICAL SCIENCES, SEDAM ROAD, KALABURGI.*

(b) The Supplier is a Successful *Tenderer*

2. Delivery and Documents (GCC Clause 7)

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

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

3. Payment (GCC Clause 9)

The receipt of the ordered Goods & submission of the documents specified in SCC Clause 2 above: the contract Price shall be paid to the supplier within 60 days after the date of the acceptance certificate issued by the Purchaser's representative for the respective delivery.

4. Notices (GCC Clause 16)

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

Purchaser:

.....

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

.....

5. Additional qualification criteria.(Clause ITT-9)

- I. Self Declaration stating the firm is not black listed in any state/Centre/Quasi Government Organizations.**
- II. Annual turnover for last three years issued by Chartered Account**
- III. Sales tax/GST Registration Number with Certificate.**
- IV. Income tax PAN number.**
- V. Solvency Certificate from the Nationalized/Scheduled bank for amount 33% of the tender value (Rs. 35,76,489/-).**
- VI. No Conviction Certificate**
- VII. Valid Drugs License.**
- VIII. Product wise WHO GMP Certificate**
- IX. Vat Clearance Certificate from last 3 years (Form No-146).**

SECTION V: SCHEDULE OF REQUIREMENTS

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

SL No	Schedule Name	EMD amount Rs	Solvency Rs
1	Schedule A	22,057	5,51,435
2	Schedule B	97,640	24,41,022
3	Schedule C	21,260	5,31,520
4	Schedule D	45,380	11,34,515
5	Schedule E	6,469	1,61,743
6	Schedule F	3,357	83,939
7	Schedule G	19,900	4,97,500
8	Schedule H	690	17,250

LIST OF VERIOUS LABORATORY CONSUMABLES TO BE SUPPLIED

Sl. No.	Name of the Item	Unit	Quantity Required	EMD	SOLVENCY
SCHEDULE-A					
Reagents Required for Micro Biology Department					
1	HbsAg Rapid Test Device	Device	40000	22057	551435
2	Micro-Tips Small (Yellow 100mql)	No's	80000		
3	Micro-Tips Small (Blue 100mql)	No's	3000		
4	Micro-Tips Small (White 100 mql)	No's	3000		
5	Appendorf tubes 1.5ml	No's	7000		
6	Appendorf tubes 10mql	No's	1000		
7	C Reactive Protein Rapid Test Reagent Kit (20test/kit)	Kits	120		
8	Widal Test Reagent Kit (50 test/kit)	Kits	150		
9	VDLR/RPR Test Device	Device	25000		
10	Rheumatoid Arthritis factor Rapid Test Reagent Test Kit (20test/kit)	Kits	25		
11	Anti Streptolysin O Titers Test Reagent Kit (20test each kit)	Kits	25		
12	Giemsa Stain-250ml bottle	No's	10		
13	Typhi Dot Strips	No's	500		
14	Dengue Day-1 Kit	No's	200		

15	Chickungunya IgM Rapid Kit	No's	200		
16	Japenese Encephalitis IgM testkit (25test/kit)	Kits	4		
17	HCV Elisa Kit 96 tests	Kits	12		
18	HIV ELISA kit 96 tests	Kits	11		
19	HBsAg ELISA kit 96 tests	Kits	4		
20	HIV Rapid Test Kit	Device	500		
21	Weilfelig Antigen Kit	Kits	10		
22	Brucella Antigen Kit	Kits	10		
23	Leptospira Antigen rapid device	No's	100		
24	Mantoux Antigen rapid device	Kits	10		
25	Sterile culture swabs	No's	5000		
26	Scrub Typhus Antigen rapid device	No's	100		
SCHEDULE-B					
Reagents Required for Pathology Department.					
1	E.D.T.A (K3) Tubes 2ml Round bottom	Nos	100000		
2	Plain Tubes 2ml Round bottom	Nos	100000		
3	Flurider Tube -2ml Round Bottom	Nos	1500		
4	Citrate Bulb (3.8%)-2ml	Nos	5000		
5	Cirate bulb (3.2%)-2ml	Nos	5000		
6	Cell Pack (20 Ltr each can) for cell counter Model: SYSMEX KX-21 Make: Transasia Bio-Medicals Ltd	Nos	250		
7	Stromatolyser 500 mlfor cell counter Model: SYSMEX KX-21 Make: Transasia Bio-Medicals Ltd	Nos	250		
8	Thermal Paper roll 57mmX25mts	Nos	500		
9	Tissue Paper Roll 200gm	Nos	300	97640	2441022
10	Micro Slides	Kits	25000		
11	Anti Sera A,B & D Reagent kit (10ml Each)	Kits	150		
12	Leishman Stain-25ml Bottle	No's	10		
13	Giemsa Stain -25ml Bottle	Nos	10		
14	Capillary tube for clotting time test (100no's/pack)	No's	20		
15	Disposable ESR Tubes	No's	5000		
16	Disposable Sanple cup for urine examination	No's	25000		
17	URS-2P (Reagent Strips for Urine Analysis (100 strips/box)	No's	250		

18	Occult Blood Test Strips	No's	500		
19	Urine Ketone Bodies Test strips	No's	2000		
20	Pregnancy Test Device	No's	5000		
21	Rapid Optimal Test (ROT) Device	Nos	8000		
22	Disposable needle-1 ½" -23G	Nos	3000		
23	Sterile disposable syringe with hypodermic needle-2ml-23G Ribbon pack	No's	100000		
24	Sterile disposable syringe with hypodermic needle-5ml-23G Ribbon pack	No's	100000		
25	Sterile disposable syringe with hypodermic needle-1½" - 10ml-18G Ribbon pack	No's	20000		
26	Prothrombin time uniplastin -5ml	No's	250		
27	APTT Liquicelin-E-2.5ML	No's	250		
28	Calcium Chloride 10ml	No's	25		
29	PT, APTT Control level-1,	No's	10		
30	PT, APTT Control level-1,	No's	10		
31	PT, APTT Control level-1,	No's	10		
32	Disposable sample cuvettes for PT&APTT	No's	2000		
33	Sodium metabisulphate-100gm/pkt	No's	1		
34	Retic solution (with new methylene blue)-125ml	No's	5		
35	Iso propyl alcohol-2.5ltr	No's	10		
36	Quality Control samples for sysmex cell counter XP 100-Level-1	Kits	2		
37	Quality Control samples for sysmex cell counter XP 100-Level-2	Kits	2		
38	Quality Control samples for sysmex cell counter XP 100-Level-3	Kits	2		
39	Cell clean for sysmex cell counter XP 100-50ml	Kits	8		
40	Urine Reagent Strips 10 parameters (100/box)	No's	20		
41	Whatman filter paper 12.5cm diameter (100papers/box)	No's	10		
42	Coverslip 22m x 22m English Glass 10Gm packets	No's	100		
43	Coverslip 25m x 30m English Glass 10Gm packets	No's	50		
44	Coverslip 25m x 42m English Glass 10Gm packets	No's	20		

SCHEDULE-C
Reagents Required for Biochemistry Department.

1	Albumin Reagent Kit (10x44ml system pack)	System pack	6	21260	531520
2	Alkaline Phosphatase Reagent Kit (2x44ml/2 x 11ml system pack)	System pack	25		
3	Amylase Reagent Kit (5x22ml System pack)	System pack	1		
4	Bilirubin Direct Reagent Kit (6x44ml/3x22ml System Pack)	System pack	8		
5	Bilirubin Total Tab Reagent Kit (6x44ml/3x22ml System Pack)	System pack	8		
6	Calcium (A) Reagent Kit (10x12mml System Pack)	System pack	4		
7	Cholesterol Reagent Kit (10x44ml System Pack)	System pack	4		
8	CK NAC Reagent Kit (2x44ml/2x11ml System Pack)	System pack	4		
9	CK MB Reagent Kit (2x44ml/2x11ml System Pack)	System pack	4		
10	Creatinine Reagent Kit (5x44ml/5x11ml System Pack)	System pack	11		
11	Erba XL (4x100ml system pack)	System pack	8		
12	Erba Autowash XL (10x100ml system pack)	System pack	10		
13	GAMMA GT (2x44ml/2x11ml system pack)	System pack	3		
14	Glucose Reagent Kit (10x44ml system pack)	System pack	8		
15	Direct HDL Cholesterol with Calibratory Reagent Kit (4x30ml/4x10ml system pack)	System pack	1		
16	LDH-P (2x44ml/2x11ml system pack)	System pack	3		
17	Direct LDL Cholesterol with Calibratory Reagent Kit (2x30ml/2x10ml system pack)	System pack	4		
18	Magnesium Reagent Kit (2x44ml system pack)	System pack	3		
19	Microprotein Reagent Kit (10x12ml System pack)	System pack	4		
20	Phosphorus Reagent Kit (10x12ml System pack)	System pack	3		
21	SGOT-HL Reagent Kit (5x22ml/5x11.7ml system pack)	System pack	20		
22	SGPT-HL Reagent Kit (5x22ml/5x11.7ml system pack)	System pack	20		
23	Total Protein Reagent Kit (10x44ml system pack)	System pack	6		
24	Triglycerides Reagent Kit (5x44ml/5x11ml system pack)	System pack	1		
25	Urea Reagent Kit (5x44ml/5x11ml system pack)	System pack	11		

26	Uric acid Reagent Kit (5x44ml/5x11ml system pack)	System pack	4				
27	XL Multical Reagent Kit (4x3ml system pack)	System pack	2				
28	ASO system pack (R1-2x40ml/R2-2x10ml system pack)	System pack	1				
29	ASO Cal SH (1x1ml) Calibrator	No's	1				
30	ASO Cali. H (1x1ml) Calibrator	No's	1				
31	ASO Control (1x1ml)	No's	1				
32	CRP system pack (R1-2x10ml system pack)	System Pack	1				
33	CRP Call SH (1x1ml) Calibrator	No's	1				
34	CRP Control L (1x1ml)	No's	1				
35	CRP Control H (1x1ml)	No's	1				
36	AbA1c System Pack (R1-1x24ml/R2(a)-1x18ml/R2(b)-1x4ml/R3-2x50ML)	System pack	4				
37	HbA1c Calli.Set (4x0.25ml) Calibrator	No's	4				
38	AbA1c Con H (1x1ml) Control	No's	4				
39	HbA1c Con L (1x1ml) Control	No's	4				
40	ERBA Path (1x5ml system pack)	No's	24				
41	ERBA Norm (1x5ml system pack)	No's	24				
42	Sample Cups (1x500)	Pack	110				
SCHEDULE-D Fully Automated Biochemistry Auto analyser Make: MISPA NANO Model: Agappe							
1	Glucose Reagent Kit (4x35ml/2x16ml system pack)	System pack	125			45380	1134515
2	Blood Urea Reagent Kit (4x30ml system pack)	System pack	40				
3	Creatinine Reagent Kit (4x35ml/2x18ml system pack)	System pack	40				
4	Uric acid Reagent Kit (2x35ml system pack)	System pack	100				
5	Total Protein Reagent Kit (4x30ml system pack)	System pack	50				
6	Albumin Reagent Kit (4x30ml system pack)	System pack	50				
7	SGOT Reagent Kit (4x35ml/2x18ml system pack)	System pack	35				
8	SGPT Reagent Kit (4x35ml/2x18ml system pack)	System pack	35				
9	Alkaline Phosphatase Reagent Kit (2x30ml/2x8ml system pack)	System pack	80				

10	Bilirubin Direct Reagent Kit (4x30ml/2x8ml system pack)	System pack	60				
11	Bilirubin Total Tab Reagent Kit (4x35ml/2x10ml system pack)	System pack	60				
12	Multicalibrator (5x3ml system pack)	System pack	4				
13	Qualicheck Norm controls (1x5ml system pack)	System pack	10				
14	Qualicheck Path controls & calibrators (1x5ml system pack)	System pack	10				
15	Cuvettes (1000 Segment)	Segments	50				
16	Cholesterol Reagent Kit (4x35ml system pack)	System pack	4				
17	HDL Cholesterol Reagent Kit (Direct) (2x3ml/2x10ml system pack)	System pack	5				
18	LDL Cholesterol Reagent Kit (Direct) (1x30ml/1x8ml)	System pack	5				
19	Triglyceride Reagent Kit (4x35ml system pack)	System pack	4				
20	CRP Reagent (1x20ml/1x8ml)	System pack	8				
21	Protein Multialibrater (1x1ml)	System pack	12				
22	Protein Control (1x1ml)	No's	12				
23	CRP Calibrator (1x2ml)	No's	6				
SCHEDULE-E Semi Automated Biochemistry Auto analyser Make: ERBA MANNHEIN CHEM 5X Model: Transasia Bio-Medicals Ltd.							
1	Blood Urea Reagent Kit (5x20ml) manual kit	Kits	35			6469	161743
2	Alkaline phosphates reagent kit (10x2.2ml) manual kit	Kits	162				
3	SGOT Reagent kit (5x6.5ml) manual kit	Kits	110				
4	SGPT Reagent kit (5x6.5ml) manual kit	Kits	110				
5	Albumin Reagent Kit (5x50ml) manual kit	Kits	15				
6	Bilirubin Direct Reagent kit (4x50ml) manual kit	Kits	4				
7	Bilirubin Total reagent kit (4x50ml) manual kit	Kits	4				
8	Glucose Kit (5x60ml) manual kit	Kits	25				
9	Creatinine kit (4x60ml) manual kit	Kits	15				
10	Total protein kit(5x50ml) manual kit	Kits	15				
11	Uric Acid reagent kit (5x20ml) manual kit	Kits	35				
12	Micro Protein Kit (1x50ml/1x1ml) 100 test/pack)	Kits	4				
13	CK-MB (2x8ml/2x2ml) kit	Kits	2				

14	Troponin I (20 test)	Kits	2		
15	Cholinesterase kit (1x25ml)	Kits	2		
16	CRP reagent (1x5ml/2x25ml) manual	Kits	4		
17	ERBA wash (4x50ml)	Kits	6		
18	ERBA Norm (1x5ml)	Kits	5		
19	ERBA Path (1x5ml)	Kits	5		
20	Thermal Printing Paper roll (57mmx25mts)	Rolls	20		
SCHEDULE-F					
Reagents Required for Roche Electrolytes Analyser 9180					
1	Snap pack for Roche electrolyte analyser-9180	Packs	15	3357	83939
2	Deproteiniser for electrolyte analyser-9180	Units	8		
3	Conditioner for electrolyte analyser-9180	Units	8		
4	Thermal printing paper roll (57mmx25mts)	Roll	10		
SCHEDULE-G					
Reagents Required for Biochemistry Department					
1	Blood glucose Test Strips (each 50 tests/box) Gluco check	Box	1000	19900	497500
SCHEDULE-H					
Name of the Machine: Nyco Card Reader II					
Make: AXIS -SHIELD					
1	HbA1c Nyco Card Kit (Reader-II)	Kits	5	690	17250

Conditions:-

- *The Successful tenderer should supply the Items within 30 days.
- * As per availability of Budget & Requirement, Order will be placed.

SECTION VI: TENDER FORM

Date :.....

IFT No :.....

TO:

The Director,
Gulbarga Institute of Medical Sciences,
Kalaburagi.

Gentlemen and/or Ladies :

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

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

If our tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this tender for the Tender validity period specified in Clause 12.1 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

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

We clarify/confirm that we comply with the eligibility requirements as per ITT Clause 1 of the tender documents.

Dated this day of 19

(signature) (in the capacity of)

Duly authorized to sign Tender for and on behalf of

SECTION VII: 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 General Conditions of Contract;
 - (d) the Special Conditions of Contract; and
 - (e) 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:

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

Signed, Sealed and Delivered by the
said (For the Purchaser)

in the presence of:.....

Signed, Sealed and Delivered by the
said (For the Supplier)

in the presence of:.....

SECTION VIII. PERFORMANCE SECURITY FORM

To:
The Director,
Gulbarga Institute of Medical Sciences,
Kalaburagi.

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

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

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

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

Signature and Seal of Guarantors

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

Date.....20....

Address:.....

.....

SECTION IX
MANUFACTURERS' AUTHORIZATION FORM*

No. _____ dated _____
To _____

Dear Sir:

Ref. No. STR/TENDER/CR/35/2019-20/CALL-2

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

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

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

We will not supply refurbished Items.

Yours faithfully,

(Name)

(Name of manufacturers)

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

ANNEXURE - X

FORMAT FOR SUBMISSION OF SAMPLES.

(Each Quality 2 Number of Samples to be Submitted)

Sl. No.	Name of the Items	Brand Name	Name of the Manufacturer	Name of the Authorized Agency	Quantity of Sample Submitted

Total No. of Sample submitted:

Place:

Total No. of Attachments used:

Date:

Signature with seal

Acknowledgement of the person

Receiving the samples/ with date and seal.