



GOVERNMENT OF KARNATAKA

DEPARTMENT OF FISHERIES

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**SHORT TERM E-TENDER FOR SUPPLY OF FISH EGG INCUBATORS TO
TILAPIA HATCHERIES**

(THROUGH E-PROCUREMENT PORTAL ONLY- <https://eproc.karnataka.gov.in>)

BID DOCUMENT- TWO BID SYSTEM UNDER KTPP ACT 1999 & RULES 2000

REF:-SHORT TERM e-TENDER NOTIFICATION NO: **DOF-TECH0EXT/13/2021 E- 443524**

LAST DATE FOR SUBMISSION OF TENDER: 20-03-2021 17.30 hrs

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SECTION – I
INVITATION FOR e-TENDER

1. The Director of Fisheries, 3rd Floor, Podium Block, VV Tower, Dr. Ambedkar Veedhi, Bengaluru -01 hereby invites tenders under Short Term e-Tendering system from **Manufacturers, Authorized Agents and Licensed Authorized Importers** for supply of **FISH EGG INCUBATORS TO TILAPIA HACTHERIES** as detailed in **Section-VII** of this Tender.

Note:

- a) The term ‘Authorized Signatory’, means a Proprietor /Proprietreix, or a Managing partner or an whole-time employee, in executive cadre, in a Proprietorship Concern / Partnership Firm or a person who is working as Managing Director / Director Finance / Director Marketing / General Manager / Assistant General Manager / Manager / Company Secretary in the Tenderer Company, who has authority to take decision on the spot with regard to all the aspects of the Tender.
 - b) The term “**PURCHASER**” for the purpose of placing the order, accepting / rejecting the goods, payments and demanding the Tenderer for demonstration of the items by the Director of Fisheries, 3rd Floor, Podium Block, VV Tower, Dr. Ambedkar Veedhi, Bengaluru -01, who are bound by the Contract in pursuance of this Tender, while purchasing items.
 - c) The term “**TENDERER**” means the **Manufacturers, Authorized Agents, Authorized Distributors and Licensed Authorized Importers** participating in this tender.
 - d) The term “**CONTRACTOR**” refers to the successful Tenderer who has entered into an agreement with The Director of Fisheries, 3rd Floor, Podium Block, VV Tower, Dr. Ambedkar Veedhi, Bengaluru -01 for the purpose of supplying Equipments as mentioned in this tender.
 - e) SSI units of Karnataka State shall be given **Fifteen Percent (15%)** price preference in accordance with New Industrial Policy, provided that they fulfill all the other prescribed criteria and become responsive and if the policy is in operation as on the date of Tender Notification.
 - f) Domestic Small Scale Industrial Unit’ means an industrial unit in which the investment In fixed assets in plant and machinery, whether held on ownership or on lease or by hire purchase, does not exceed **Rupees One Crore** or as prescribed by the Government and which manufactures the goods within the state and registered with the Director of Industries and Commerce, Government of Karnataka and their registration is valid as on the last date of submission of tender.
 - g) The Director of Fisheries, 3rd Floor, Podium Block, VV Tower, Dr. Ambedkar Veedhi, Bengaluru -01 will be the Tendering Authority for the purpose of this tender.
2. Tenderers are free to quote for items listed in **Section-VII**.
3. Tenders of only those Tenderers who fulfill the Terms and Conditions of this tender will be

considered for evaluation. The tenders will undergo evaluation at every stage of processing and any tender found at any stage, not in conformity with the stipulated tender conditions including specifications / found to have uploaded defective and incomplete documents / demonstrated items found not in conformity with the specifications or found defective either physically or analytically, will be rejected.

4. Interested eligible Tenderers may obtain further information from the Directorate of Fisheries, 3rd Floor, Podium Block, VV Tower, Dr. Ambedkar Veedhi, Bengaluru -01 **Ph: 080-22864681 & Fax No. 080-22864619.**

5. (a) Schedule of Events:-

Commencement of download of e-Tender Form from website- http://eproc.karnataka.gov.in	06.03.2021
Last Date for Queries	12.03.2021 up to 5.30 PM
Pre-Bid Meeting	16.03.2021 at 11.00 AM
Last Date for Uploading of Tender in e-procurement platform on or before	20.03.2021 up to 5.00 PM
Opening of Techno-Commercial Bid	22.03.2019 @ 11.00 AM
Approximate cost of the Tender	25.00 Lakhs

(b) Venue: The Directorate of Fisheries, 3rd Floor, Podium Block, VV Tower, Dr. Ambedkar Veedhi, Bengaluru -01. **Ph: 080-22864681 & Fax No. 080-22864619.**

(c) Opening of Financial Bid/Commercial Bid (Price Bid):-

Price Bid of only those Techno-Commercially responsive Tenderers will be opened on a date notified or on any further date to be notified/ informed to the Techno-Commercially responsive Tenderers.

(d) Tenders shall remain valid for **90 days** after the deadline for submission of tenders prescribed by the Purchaser; a Tender valid for shorter period shall be rejected by the purchaser, as Non-Responsive.

6. Completed Tender document shall be uploaded through e-tendering system using their user ID and to be addressed to the Director of Fisheries, 3rd Floor, Podium Block, VV Tower, Dr. Ambedkar Veedhi, Bengaluru -01, in the manner described under instructions in **Section-II**, on or before the last date and time stipulated.

Director of Fisheries

SECTION-II

TERMS AND CONDITIONS

1.1 The Tender shall be uploaded only if the Tenderer is agreeable to all the Terms and Conditions of this Tender, which includes the Description and Specifications of the Items mentioned therein.

a. The Tenderer shall upload the tenders through e-tendering system using User's ID and Digital Signature Certificate for Techno-Commercial and Price Bids.

b. Items required are listed with specific Code numbers and other details in **Section-VII**.

1.2 Irrespective of the terms and conditions the Tenderer may have specified, only the terms and conditions specified in this tender shall be binding on the Tenderer and the tendering authority.

2. The Tenderer shall upload the tender in the manner described here under: -

2.1 Earnest Money Deposit/ Bid security-

The Tenderer can pay the Earnest Money Deposit (EMD) as mentioned in Schedule of requirements of the quoted items (Excluding all taxes, duties and other charges) in the e-Procurement portal using any of the following payment modes:-

- Credit Card
- Direct Debit
- National Electronic Fund Transfer (NEFT)
- Over the Counter (OTC)

OTC Designated Bank Branches list can be obtained through website <http://eproc.karnataka.gov.in> in contractors section where a Contractor can make a payment.

The Tenderers Bid will be evaluated only on confirmation of receipt of the payment Earnest Money Deposit (EMD) in the GOK's central pooling A/c held at ICICI Bank.

EMD amount will have to be submitted by the Contractor taking into account the following conditions:

a. EMD will be accepted only in the form of electronic cash in any of the designated ICICI Bank Branches located across the Country (and not through Bank Guarantee) and will be maintained in the Govt.'s central pooling account at ICICI Bank until the contract is closed.

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

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

2.2 Refund of EMD:-

The EMD money will be kept in the central pooling account until the tender is awarded to the successful Tenderers. Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful Tenderers will be refunded to the respective Bank A/c's of the Contractor registered in the e-Procurement system.

A. TECHNO-COMMERCIAL BID (TECHNICAL QUALIFICATION CRITERIA)

Shall Contain Documents Listed Under

A.1	GST Registration Certificate GST Registration Certificate of the Tenderer in original is to be uploaded.
A.2	PAN Card PAN Card of the Firm/Tenderer is to be uploaded in original.
A.3	Sales Tax Clearance Certificate & GST Returns Sales Tax Clearance Certificate cleared up to 30-06-2017 of the Tenderer as per Section-XVI or in the valid format of the Commercial Tax Department and GST Returns from 01/07/2017 to 31/03/2020 is to be uploaded in original.
A.4	Annual Turn-Over Statement Annual Turnover statement for proceeding three financial years 2017-18, 2018-19 and 2019-20 i.e., for 31-03-2018, 31-03-2019 & 31-03-2020 of the Tenderer as per Section-XVII , Certified by Commercial Tax Officer/Chartered Accountant is to be uploaded in original.
A.5	Manufacturing License a).Manufacturing License , duly renewed up to date along with list of products permitted is to be uploaded in original, if Tenderer is a Manufacturer. If Tenderer is an Authorized Agent/Distributor should upload the Notarized copy of Manufacturer's Manufacturing License. b).Registration (if bidder is a company) by registration of Companies document to be up loaded in original. c).The Importer License , renewed up to date along with list of items permitted (Items to be quoted) is to be uploaded if Tenderer is an Authorized Importer. Along with copy of the authorization by the foreign manufacturer and a copy of the Registration of the Foreign manufacturer in its country is to be uploaded in original. d) Valid SSI Certificate , issued by Director of Industries Commerce, Government of Karnataka is to be uploaded in original, by SSI units of Karnataka otherwise they will not treated as SSI units of Karnataka.
A.6	Manufacturers Authorization Certificate Authorization Certificate from original Manufacturer is to be uploaded in original from reputed Manufacturers, if Tenderer is an Principle Authorized Agent/Distributor and Licensed Authorized Importer as per Section-XIV . The Sub-Agents/Sub-Distributors are not eligible.
A.7	Tender Offer Form-Part I (a) Tender Offer Form with an undertaking to abide by the terms and conditions of the tender in the format as per Section-IX-Part-I , of the Tenderer is to be uploaded in original.
A.7	Declaration From-Part II (b) Declaration from the Tenderer in the format as per Section IX-Part-II of the Tenderer is to be uploaded in original.
A.8	List of Equipments quoted under this Tender. List of Equipments along with Manufacturer/s Name, Country of origin and Model name and number quoted by the tenderer should be clearly furnished separately as per Section-XIX , is to be uploaded in original.
A.9	List of Items supplies along with Users certificate:- List of Items supplied to various Government/Quasi Government/Govt. Autonomous Institutions and similar reputed institutions in Karnataka and India with item specification, quantities and value of the sale during the financial years 2017-18, 2018-19 and 2019-20 as per the Section-XIII and Users certificates as per Section-XV of the Tenderer is to be uploaded in original, If Tenderer is a Manufacturer and If Tenderer is a Principle Authorized Agent/Authorized Distributor should upload his Performance with User Certificates along with his Manufacturers Performance as above mentioned. The User Certificates must be countersigned by the authorized signatory of the Institutions, which have purchased,

A. 10	ISO/ISI/CE/FDA Certificates Certificate Standards of quality control Certificates-ISO/ISI/CE/FDA Certificate along with Certificate as mentioned in the Technical Specifications must be uploaded in original; If Tenderer is a Manufacturer & If Tenderer is Authorized Agent/Authorized Distributor in original or Notarized copy should be up loaded.
A. 11	Technical specifications information Literature & Brochure of the Equipment/s The Technical specifications information complete Literature & Brochure of the Equipment/s quoted by the Tenderer should be uploaded in original.
A. 12	Compliance for the Tender specifications and clarifications for deviations Compliance for the Tender specifications and clarifications for deviations of the Equipment/s quoted by the Tenderer should be uploaded in original.
A. 13	Proof of Service Centre/s in Karnataka & Technical Staff available Service Centre/s in Karnataka with Address and Contact No & Technical Staff available for the Equipments as per the Section-XVIII & Proof of Service Centre/s in Karnataka & Technical Staff available & Under taking from manufacturer for providing service for the equipment during warranty & CMC quoted under this Tender should be uploaded in original.
A. 14	Format for List of documents/information submitted under this tender- SECTION-XX-Check List
	<u>Important Note:-</u> a).The Documents uploaded should be clearly visible failing which such documents shall not be considered. b).The documents uploaded in general documents should be named individually. c).The original documents uploaded under Technical Bid should produce before the Tender Inviting Authority. Unsigned documents, scanned documents, un-attested photo copies or documents with scanned signatures will not be accepted. d).The unnecessary documents should not be uploaded.

B.PRICE BID SHALL CONTAIN THE DOCUMENTS LISTED HEREUNDER:

B.1 (i) PRICE SCHEDULE

- a) The Unit Price quoted should be inclusive of Ex-Factory Price, GST, Transportation, CMC for 05 Years & other charges as details mentioned in the Format **Section-X**. This Format should not be uploaded in the e-portal and it is given for reference purpose only.
- b) The rate quoted in the e-procurement platform format should be for the unit. The Tenderers are strictly prohibited to change/alter specification or unit size given in the e-procurement platform format otherwise the rates offered will not be considered.

B.2 Both the Technical Bid & Commercial Bid for supply of Equipment/s 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.

SECTION-III

E-TENDER NOTIFICATION

Tender Notification No: DOF-TECH0EXT/13/2021 E- 443524 Date: 22/02/2021

Tenders are invited from eligible Bidders for supply of Fish Egg Incubators to Tilapia Hatcheries of Karnataka under Two Cover Bid System through e-procurement portal of Government of Karnataka as per KTPP Act 1999 & Rules 2000.

Sl No	Name of the Equipments	Qty	EMD Amount
01	FISH EGG INCUBATOR	2	Rs.50,000/-

- (1). Approximate Cost of Tender is **Rs.25.00 Lakhs**
- (2). Tender Processing Fee will be as per e-portal.
- (3). Tender Documents may be downloaded from the e-procurement portal of the Government of Karnataka From **06.03.2021**
- (4). Last Date for Queries is on **12.03.2021 up to 5.30 PM.**
- (5). Pre-Bid Meeting on **16/03/2021 @ 11.00 AM**
- (5). Tender must be submitted online through e-procurement portal on or before **20.03.2021 up to 5.30 PM.**
- (6). Technical Bids will be opened on **22.03.2021 @ 11.00 AM.**
- (7). Further information may be obtained from the above office during office hours & also from **website: <https://eproc.karnataka.gov.in>**

**Director of Fisheries
Bengaluru**

SECTION-IV
INSTRUCTIONS TO TENDERERS

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SECTION-IV

INSTRUCTIONS TO TENDERERS

A. Introduction

1. Eligible Tenderers

- 1.1 Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.
- 1.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka

2. Cost of Tendering:

- 2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and “**The Director of Fisheries, 3rd Floor, Podium block, VV Tower, Dr. Ambedkar Veedhi, Bengaluru - 01**” hereinafter referred to as “the Purchaser”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

B. The Tender Documents

3. Contents of Tender Documents

- 3.1 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);
 - I Special Conditions of Contract (SCC);
 - (d) Schedule of Requirements;
 - (e) Technical Specifications;
 - (f) Tender Form and Price Schedules;
 - (g) Contract Form;
 - (h) Performance Security Form;
 - (i) Performance Statement Form;
 - (j) Manufacturer’s Authorization Form;
 - (k) Equipment and Quality Control Form
 - (l) User Certificate Form
- 3.2 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.

4. Clarification of Tender Documents

- 4.1 A prospective Tenderer requiring any clarification of the tender documents may notify the Purchaser in writing or by telex or cable or fax or e-mail at the Purchaser’s mailing address indicated in the Invitation for Tenders. The Purchaser will respond in writing to any request for clarification of the tender documents which it receives within stipulated period prescribed by the Purchaser.

5. Amendment of Tender Documents

- 5.1 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 by amendment.
- 5.2 All prospective tenderers who have received the tender documents will be notified of the amendment in e-portal and will be binding on them.

- 5.3 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

6. Language of Tender

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

7. Documents Constituting the Tender

- 7.1 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 8, 9 and 10;
 - (b) Documentary evidence established in accordance with ITT Clause 11 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - I Documentary evidence established in accordance with ITT Clause 12 that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the tender documents; and
 - (d) Earnest money deposit furnished in accordance with ITT Clause 13.

8. Tender Form

- 8.1 The Tenderer shall complete the Techno-Commercial Bid and the Price Schedule furnished in the tender document & e-portal, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

9. Tender Prices

- 9.1 The Tenderer shall indicate on the Price Schedule the unit prices and total tender prices of the goods it proposes to supply under the Contract in Price Bid. 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

- 9.2 The Prices entered in the Price Schedule at e-portal, the details in the following manner and as shown in the Section-X should be mentioned in the e-portal for each equipment against them at **Action % Column** without fail.

- A) The Unit price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable
 - a. on components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or
 - b. on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the- shelf.
- (ii) Any Indian duties, GST and other taxes which will be payable on the goods if this Contract is awarded;
- (iii) The price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and
- (iv) The price of other incidental services listed in Clause 4 of the Special Conditions of Contract.
- (v) The Comprehensive Maintenance Contract [CMC] charges for **Five** years.

- 9.3 The Tenderer's separation of the price components in accordance with ITT Clause 9.2 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.

- 9.4 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 ITT Clause 22.

10. Tender Currency

10.1 Prices shall be quoted in **Indian Rupees**:

11. Documents Establishing Tenderer's Eligibility and Qualifications

11.1 Pursuant to ITT Clause 7, 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

11.2 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-XIV**) by the goods' Manufacturer or producer to supply the goods in India.
(The item or items for which Manufacturer's Authorization is required should be specified)

[Note: Supplies for any particular item in each schedule of the tender should be from one manufacturer only. Tenders from agents offering supplies from different manufacturers for the same item of the schedule in the tender will be treated as non-responsive.]

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

- (i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;
- (ii) Details of experience and past performance of the tenderer on equipment offered and on those of similar nature within the past five years and details of current contracts in hand and other commitments (suggested proforma given in **Section-XIII**);

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

12.1 Pursuant to ITB Clause 7, 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.

12.2 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

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

12.3 For purposes of the commentary to be furnished pursuant to ITT Clause 12.2I above, the Tenderer shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names and/or catalogue numbers in its tender, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

13. Earnest Money Deposit

13.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, earnest money deposit in the amount as specified in Section-II.

- 13.2 The earnest money deposit is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT Clause 13.6.
- 13.3 Any tender not secured in accordance with ITT Clauses 13.1 and 13.2 above will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 22.
- 13.4 Unsuccessful Tenderer's earnest money deposit will be discharged/returned as promptly as possible as but not later than 30 days after the expiration of the period of tender validity prescribed by the Purchaser, pursuant to ITT Clause 14.
- 13.5 The successful Tenderer's earnest money deposit will be discharged upon the Tenderer signing the Contract, pursuant to ITT Clause 30, and furnishing the performance security, pursuant to ITB Clause 31.
- 13.6 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 ITT Clause 22.2; or
 - (b) In case of a successful Tenderer, if the Tenderer fails:
 - (i) To sign the Contract in accordance with ITT Clause 30; or
 - (ii) To furnish performance security in accordance with ITT Clause 31.

14. Period of Validity of Tenders

- 14.1 Tenders shall remain valid for **90 days** after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITI Clause 17. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 14.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The earnest money deposit provided under ITT Clause 13 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.

15. Format and Signing of Tender

- 15.1 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to bind the tenderer to the Contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 15.2 The Tenderer shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender, and to contract execution if the Tenderer is awarded the contract.

D. Submission of Tenders

16. Deadline for Submission of Tenders

- 16.1 The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITB Clause 5, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

17. Modification and Withdrawal of Tenders

- 17.1 Withdrawal of Tenders in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form will be as per e-portal procedure & KTPP Act, pursuant to ITT Clause 13.6.

E. Tender Opening and Evaluation of Tenders

18. Opening of Tenders by the Purchaser

- 18.1 The Purchaser will open all tenders, in the presence of Tenderers' representatives who choose to attend, as mentioned in the Tender Notification. Whichever applicable and in the chamber of Director of Fisheries, 3rd

Floor, Podium Block, VV Tower, Dr. Ambedkar Veedhi, Bengaluru -01.

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.

19. Clarification of Tenders

19.1 During evaluation of tenders, the Purchaser may, at its discretion, ask the Tenderer for a clarification of its tender. The request for clarification and the response shall be in writing and no change in prices or substance of the tender shall be sought, offered or permitted.

20. Preliminary Examination

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

20.1.1 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.

20.2 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 tender security may be forfeited.

20.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.

20.4 Prior to the detailed evaluation, pursuant to ITB Clause 23, the Purchaser will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6), Warranty (GCC Clause 14), Force Majeure (GCC Clause 24), Limitation of liability (GCC Clause 28), Applicable law (GCC Clause 30), and Taxes & Duties (GCC Clause 32) will be deemed to be a material deviation. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

20.5 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.

21. Evaluation and Comparison of Tenders

21.1 The Purchaser will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 22 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 9, 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.

21.2 The Purchaser's evaluation of a tender will exclude and not take into account:

(a) Any allowance for price adjustment during the period of execution of the Contract, if provided in the tender.

21.3 The Purchaser's evaluation of a tender will take into account, in addition to the tender price (Ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITT Clause 23.4 and in the Technical Specifications:

- (a) cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;
- (b) Delivery schedule offered in the tender;
- (c) Deviations in payment schedule from that specified in the Special Conditions of Contract;
- (d) The cost of components, mandatory spare parts and service;
- (e) The availability in India of spare parts and after-sales services for the goods / equipment offered in the Tender;
- (f) The projected operating and maintenance costs during the life of the equipment; and
- (g) The performance and productivity of the equipment offered.

21.4 Pursuant to ITT Clause 23.3, one or more of the following evaluation methods will be applied:

(a) *Inland Transportation, Insurance and Incidentals:*

- (i) Inland transportation, insurance and other incidentals for delivery of goods to the final destination as stated in ITT Clause 9.2 (iii).

The above costs will be added to the tender price.

(b) *Delivery Schedule:*

- (i) The Purchaser requires that the goods under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the project site should be calculated for each tender after allowing for reasonable transportation time. Treating the date as per schedule of requirements as the base, a delivery “adjustment” will be calculated for other tenders at 2% of the ex-factory price including excise duty for each month of delay beyond the base and this will be added to the tender price for evaluation. No credit will be given to earlier deliveries and tenders offering delivery beyond **30 days** of stipulated delivery period will be treated as unresponsive.

I *Deviation in Payment Schedule:*

The Special Conditions of Contract stipulate the payment schedule offered by the Purchaser. If a tender deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the tender will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the tender as compared to those stipulated in this invitation, at a rate of 12 % percent per annum.

(d) *Cost of Spare Parts:*

- (i) Appendix to the Technical Specifications lists the items and quantities of major assemblies, components and selected items of spare parts, likely to be required during the initial **Eight years (Three years Warranty period + 5 years under CMC)** period of operation of the plant. The total cost of these items and quantities at the unit prices quoted in each bid will be added to the tender price.

OR

- (ii) The Purchaser will draw up a list of high usage and high value items of components and spare parts along with estimated quantities of usage in the initial **Three years** period of operation. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the tenderer and added to the tender price.

OR

- (iii) The Purchaser will estimate the cost of spare parts usage in the initial **Three years** period of operation, based on information furnished by each tenderer as well as on past experience of the Purchaser or other Purchasers in similar situations. Such costs shall be added to the tender price for evaluation.

(e) *Spare Parts and After Sales Service Facilities in India:*

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

(f) *Operating and Maintenance Costs:*

Since the operating and maintenance costs of the equipment under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated as follows:

- (i) Equipments shall be based on per operation per year for 5 years after warranty at Reagents/Chemicals/Disposables price of Rupees.....
- ii) Spare parts costs shall be based on each case of operation based on the guaranteed figures provided by the Tenderer in the response to CMC, of the Technical Specifications or based on past actual figures for similar equipment already in use with the Purchaser; and provided by the Tenderer in response to QUOTED ITEMS
- (iii) All future costs will be discounted to present value at a discount factor of 10 percent.

(g) *Performance and Productivity of the Equipment:*

- (i) Tenderers shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in performance or efficiency below the norm of 100, an adjustment of Rs.(Proportionate Value) will be added to the tender price, representing the capitalized cost of additional operating costs over the life of the plant using the methodology specified in the Technical Specifications; OR
- (ii) Goods offered shall have a minimum productivity specified under the relevant provisions in Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid and adjustment will be added to the tender price using the methodology specified in the Technical Specifications.

22. Contacting the Purchaser

- 22.1 Subject to ITT Clause 21, 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.
- 22.2 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

23. Post qualification

- 23.1 In the absence of prequalification, 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 11.2 (b) and is qualified to perform the contract satisfactorily.
- 23.2 The determination will take into account the Tenderer's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 11, as well as such other information as the Purchaser deems necessary and appropriate.
- 23.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

24. Award Criteria

- 24.1 Subject to ITT Clause 28, 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.

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

- 25.1 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.

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

26.1 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.

27. Notification of Award

27.1 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.

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

27.3 Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 31, 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 13.

27.4 If, after notification of award, a Tenderer wish to ascertain the grounds on which it's tender was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Tenderer.

28. Signing of Contract

28.1 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.

28.2 Within 14 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Purchaser.

29. Performance Security

29.1 Within 14 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.

29.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 30.2 or ITT Clause 31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Purchaser may make the award to the next lowest evaluated Tenderer or call for new tenders.

30. Corrupt or Fraudulent Practices

30.1 The Government requires that Tenderers/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government:

(a) Defines, for the purposes of this provision, the terms set forth as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or

fraudulent practices in competing for, or in executing, a Government-financed contract.

30.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 4.4 and sub-clause 23.1 of the General Conditions of Contract.

SECTION-V

GENERAL CONDITIONS OF CONTRACT

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SECTION-V

GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

- (a) "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;
- I "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) "The Project Site", where applicable, means the place or places named in SCC.
- (l) "Day" means calendar day.

2. Application

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

3. Standards

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

4. 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 as 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 14 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 90 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.
- 6.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 6.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
- (a) A Bank guarantee or irrevocable Letter of Credit, issued by a Nationalized/Scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser; or
 - (b) A cashier's check or Banker's certified check, or crossed demand draft or pay order drawn in favour of the Purchaser.; or
 - (c) Specified small savings instruments pledged to the Purchaser.
- 6.4 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any Warranty obligations, under the Contract.
- 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. Inspections and Tests

- 7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
- 7.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data – shall be furnished to the inspectors at no charge to the Purchaser.
- 7.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
- 7.5 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 7.6 Manuals and Drawings
- 7.6.1 Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals together with drawings of the goods and equipment.
- These shall be in such detail as will enable the Purchaser to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.
- 7.6.2 The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.
- 7.6.3 Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Purchaser.

8. Packing

- 8.1 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. Packing case size and weights shall take into consideration, where appropriate,

the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

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

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

i) Project, ii) Contract No iii) Suppliers Name, and iv) Packing List Reference number

9. Delivery and Documents

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

10. Insurance

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

11. Transportation

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

12. Incidental Services

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

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

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

13. Spare Parts

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

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

13.2 The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within 1 month of placement of order.

14. Warranty

- 14.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 14.2 This warranty shall remain valid for **36 months** of operation or after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If specify appropriate figure depending on type of equipment. For reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:
- (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC Clause 2; OR
 - (b) Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be as specified in the Technical Specifications. **(The rate shall be higher than the adjustment rate used in the bid evaluation under ITT Clause 23.4(f) or (g).**
- 14.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 14.4 Upon receipt of such notice, the Supplier shall, within the period of **FOUR** days and with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever, shall lie on the Purchaser for the replaced parts/goods thereafter. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period of 12 months.
- 14.5 If the Supplier, having been notified, fails to remedy the defect(s) within **SEVEN** days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

15. Payment

- 15.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.
- 15.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the contract.
- 15.3 Payments shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of the invoice with satisfactory installation / commissioning report from the concerned.
- 15.4 Payment shall be made in Indian Rupees.

16. Prices

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

17. Change Orders

- 17.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) The method of shipping or packing;
 - I The place of delivery; and/or
 - (d) The Services to be provided by the Supplier.
- 17.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of

the Purchaser's change order.

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

20.1 All equipment must be supplied by bidder alone without any sub contract. The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in his original tender or later, shall not relieve the Supplier from any liability or obligation under the Contract. Sub-contracts shall be only for bought out items and sub-assemblies.

20.2 Subcontracts must comply with the provisions of GCC Clause 2.

21. Delays in the Supplier's Performance

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

21.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate

the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

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

22. Liquidated Damages

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

23. Termination for Default

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

- (a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, 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.

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

24. Force Majeure

- 24.1 Notwithstanding the provisions of GCC Clauses 21, 22, 23, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 24.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25. Termination for Insolvency

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

26. Termination for Convenience

- 26.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 26.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

27. Settlement of Disputes

- 27.1 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.
- 27.2 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.
- 27.2.1 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.
- 27.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.3 Notwithstanding any reference to arbitration herein,
- (a) The parties shall continue to perform their respective obligations under the Contract unless they

otherwise agree; and

- (b) The Purchaser shall pay the Supplier any monies due the Supplier.

28. Limitation of Liability

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

29. Governing Language

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

30. Applicable Law

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

31. Notices

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

32. Taxes and Duties

- 32.2 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

SECTION-VI
SPECIAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

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3.	Delivery and Documents (GCC Clause 9)	26
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SECTION-VI

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 of Fisheries, 3rd floor, Podium block, VV Tower, Dr Ambedkar Veedhi, Bengaluru - 01**
- (b) The Supplier is **the firm or individual who have been awarded the contract.**

2. **Inspection and Tests (GCC Clause 7)**

The following inspection procedures and tests are required by the Purchaser:

- 1) **The Purchaser reserves the right to depute its officer / official / experts for pre-shipment inspection to confirm whether the equipment confirms with the technical specification.**
 - 2) **The purchaser is at liberty to entrust any third party for inspection.**
 - 3) **During inspection the TA/DA, accommodation facilities to be borne by the supplier only.**
-
-

A) Delivery and Documents (GCC Clause 9)

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

- A) Four** Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;
- (ii) Railway receipt/acknowledgment of receipt of goods from the consignee(s);
- A) Four** 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

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

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

The following services covered under Clause 12 shall be furnished and the cost shall be included in the contract price:

Specify the cost for any clauses excluding those specified in Clause 12 of GCC.

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

- 5.1 The payment will be made in Indian rupees against submission of acknowledgements, installation report and stock certificates from the respective consignees & other required documents.
- 5.2 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, uploaded pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the contract.
- 5.3 Payments shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of the invoice or claim by the Local (Indian) Supplier. The payment will be made in Indian Rupees for the overseas suppliers also.

6. **Settlement of Disputes (Clause 27)**

The dispute settlement mechanism to be applied pursuant to GCC Clause 27.2.2 shall be as follows:

- (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, by a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the ¹²Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the Parties.
 - (b) Arbitration proceedings shall be held at Bangalore Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- I The decision of the of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

7. Notices (Clause 31)

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

Purchaser: **Director of Fisheries,
3rd floor, Podium block,
VV Tower, Dr Ambedkar Veedhi, Bengaluru - 01,**

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

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

8. Progress of Supply:

Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:

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

9. Right to use defective equipment:

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

10. Supplier Integrity:

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

11. Supplier's Obligations:

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

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

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

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

12. **Patent Rights:**

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

13. **Additional qualification criteria (Clause ITT 25.2)**

A.1	GST Registration Certificate GST Registration Certificate of the Tenderer in original is to be uploaded.
A.2	PAN Card PAN Card of the Firm/Tenderer is to be uploaded in original.
A.3	Sales Tax Clearance Certificate & GST Returns Sales Tax Clearance Certificate cleared up to 30-06-2017 of the Tenderer as per Section-XVI or in the valid format of the Commercial Tax Department and GST Returns from 01/07/2018 to 31/03/2020 is to be uploaded in original.
A.4	Annual Turn-Over Statement Annual Turnover statement for proceeding three financial years 2017-18, 2018-19 and 2019-20 i.e., for 31-03-2018, 31-03-2019 & 31-03-2020 of the Tenderer as per Section-XVII , Certified by Commercial Tax Officer/Chartered Accountant is to be uploaded in original.
A.5	Manufacturing License a).Manufacturing License , duly renewed up to date along with list of products permitted is to be uploaded in original, if Tenderer is a Manufacturer. If Tenderer is an Authorized Agent/Distributor should upload the Notarized copy of Manufacturer's Manufacturing License. b).Registration (if bidder is a company) by registration of Companies document to be up loaded in original. c).The Importer License , renewed up to date along with list of items permitted (Items to be quoted) is to be uploaded if Tenderer is an Authorized Importer. Along with copy of the authorization by the foreign manufacturer and a copy of the Registration of the Foreign manufacturer in its country is to be uploaded in original. d) Valid SSI Certificate , issued by Director of Industries Commerce, Government of Karnataka is to be uploaded in original, by SSI units of Karnataka otherwise they will not treated as SSI units of Karnataka.
A.6	Manufacturers Authorization Certificate Authorization Certificate from original Manufacturer is to be uploaded in original, if Tenderer is an Principle Authorized Agent/Distributor and Licensed Authorized Importer as per Section-XIV . The Sub-Agents/Sub-Distributors are not eligible.
A.7 (a)	Tender Offer Form-Part I Tender Offer Form with an undertaking to abide by the terms and conditions of the tender in the format as per Section-IX-Part-I , of the Tenderer is to be uploaded in original.
A.7 (b)	Declaration From-Part II Declaration from the Tenderer in the format as per Section IX-Part-II of the Tenderer is to be uploaded in original.
A.8	List of Equipments quoted under this Tender. List of Equipments along with Manufacturer/s Name, Country of origin and Model name and number quoted by the tenderer should be clearly furnished separately as per Section-XIX , is to be uploaded in original.
A.9	List of Items supplies along with Users certificate:- List of Items supplied to various Government/Quasi Government/Govt. Autonomous Institutions and similar reputed institutions in Karnataka and India with item specification, quantities and value of the sale during the financial years 2017-18, 2018-19 and 2019-20 as per the Section-XIII and Users certificates as per Section-XV of the Tenderer is to be uploaded in original, If Tenderer is a Manufacturer and If Tenderer is a Principle Authorized Agent/Authorized Distributor should upload his Performance with User Certificates along with his Manufacturers Performance as above mentioned. The User Certificates must be

	countersigned by the authorized signatory of the Institutions, which have purchased,
A. 10	ISO/ISI/CE/FDA Certificates Certificate Standards of quality control Certificates-ISO/ISI/CE/FDA Certificate along with Certificate as mentioned in the Technical Specifications must be uploaded in original; If Tenderer is a Manufacturer & If Tenderer is Authorized Agent/Authorized Distributor in original or Notarized copy should be up loaded.
A. 11	Technical specifications information Literature & Brochure of the Equipment/s The Technical specifications information complete Literature & Brochure of the Equipment/s quoted by the Tenderer should be uploaded in original.
A. 12	Compliance for the Tender specifications and clarifications for deviations Compliance for the Tender specifications and clarifications for deviations of the Equipment/s quoted by the Tenderer should be uploaded in original.
A. 13	Proof of Service Centre/s in Karnataka & Technical Staff available Service Centre/s in Karnataka with Address and Contact No & Technical Staff available for the Equipments as per the Section- XVIII & Proof of Service Centre/s in Karnataka & Technical Staff available & Under taking from manufacturer for providing service for the equipment during warranty & CMC quoted under this Tender should be uploaded in original.
A. 14	Format for List of documents/information submitted under this tender- SECTION-XX-Check List
	Important Note:- a).The Documents uploaded should be clearly visible failing which such documents shall not be considered. b).The documents uploaded in general documents should be named individually. c).The original documents uploaded under Technical Bid should produce before the Tender Inviting Authority. Unsigned documents, scanned documents, un-attested photo copies or documents with scanned signatures will not be accepted. d).The unnecessary documents should not be uploaded.

A) Refurbished Equipments

If it is found that the refurbished equipments are supplied the entire cost along with E.M.D and Security Deposit is forfeited. The company shall be black listed.

B) Alternate models

Tenderers shall quote only one model equivalent to the Tender specifications. Alternate models should not be quoted. If quoted liable to be rejected.

SECTION VII

SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS

Part – I Schedule I

SI No	Name of the Equipments	Qty	Delivery Schedule	EMD Amount
01	FISH EGG INCUBATOR	2	90 Days	a).Up to Rs.20 Lakh – 2.5% b).Rs.20 Lakh and above up to Rs.1 Crore- 2% subject to a minimum of Rs.50,000/- c).Rs.1 Crore and above up to Rs.10 Crore–1.5% subject to a minimum of Rs.2,00,000

Part – II (Incidental Services) **

See GCC clause 12

The successful tenderer should supply & install the equipments within 30 Days from the date of receipt of Supply Order.

TECHNICAL SPECIFICATIONS OF EQUIPMENTS

The Technical Specifications mentioned below are its equivalent may be quoted

(1). FISH EGG INCUBATOR

SYSTEM CHARACTERISTICS

Should have the following subcomponents

1. PP ceiling
2. Stainless steel galvanized shelf
3. PVC inlet pipe
4. Acrylic incubator
5. Level pipe with net cover
6. PP collection bucket
7. PVC outlet pipe
8. UV sterilizer with ballast
9. Electric control box
10. Temperature control system
11. PP Bio-filter balance tank

TECHNICAL SPECIFICATIONS

1. Standard one set with 4 incubators
2. Overall size : About L 2000*W600*H1500mm
3. Four piece incubator with unit size : About Dia 400*H300mm
4. Bio-filter balance tank : About L1500*W500*H500mm with medias like filtration mattress, bio-balls and the like
5. One set water pump : 45watt-220V
6. Stain steel or galvanized shelf
7. Wooden case
8. Incubation capacity : 0.02million eggs

SECTION VIII
QUALIFICATION CRITERIA

(Referred to in Clause 11.2(b) of ITT)

1. (a) The Tenderer if a Manufacturer who must have manufactured, tested and supplied the Equipment (s) similar to the type specified in the ‘Schedule of Requirements’ up to at least 200% where Tender quantity is one No. and 80% where Tendered quantity is more than one No. for the Equipment (s), the quantity in any one of the last 3 years. The equipment offered for supply must be of the most recent series models incorporating the latest improvements in design and be in satisfactory operation for at least 6 months for on date of tender opening.
- (b) Tenders of Tenderers quoting as authorized representative of a manufacturer, meeting with the above requirement in full, can also be considered provided:
 - (i) The manufacturer furnishes authorization in the prescribed format assuring full guarantee and warranty obligations as per GCC and SCC; and
 - (ii) The tenderer, as authorized representative, has supplied, installed and commissioned satisfactorily at least **100%** where Tender quantity equipment is 1 No. and 50% where Tender quantity are more than 1 NO. of the quantity similar to the type specified in the Schedule of Requirements in any one of the last three years which must be in satisfactory operation for at least **18 months** on the date of tender opening.
- A) The tenderer should furnish the information on all past supplies and satisfactory performance for both (a) and (b) above, in Performa under **Section XII**.

I. “TECHNO-COMMERCIAL BID”

A.1	GST Registration Certificate GST Registration Certificate of the Tenderer in original is to be uploaded.
A.2	PAN Card PAN Card of the Firm/Tenderer is to be uploaded in original.
A.3	Sales Tax Clearance Certificate & GST Returns Sales Tax Clearance Certificate cleared up to 30-06-2017 of the Tenderer as per Section-XVI or in the valid format of the Commercial Tax Department and GST Returns from 01/07/2018 to 31/03/2020 is to be uploaded in original.
A.4	Annual Turn-Over Statement Annual Turnover statement for proceeding three financial years 2017-18, 2018-19 and 2019-20 i.e., for 31-03-2018, 31-03-2019 & 31-03-2020 of the Tenderer as per Section-XVII , Certified by Commercial Tax Officer/Chartered Accountant is to be uploaded in original.
A.5	Manufacturing License a). Manufacturing License , duly renewed up to date along with list of products permitted is to be uploaded in original, if Tenderer is a Manufacturer. If Tenderer is an Authorized Agent/Distributor should upload the Notarized copy of Manufacturer’s Manufacturing License. b).Registration (if bidder is a company) by registration of Companies document to be up loaded in original. c). The Importer License , renewed up to date along with list of items permitted (Items to be quoted) is to be uploaded if Tenderer is an Authorized Importer. Along with copy of the authorization by the foreign manufacturer and a copy of the Registration of the Foreign manufacturer in its country is to be uploaded in original. d) Valid SSI Certificate , issued by Director of Industries Commerce, Government of Karnataka is to be uploaded in original, by SSI units of Karnataka otherwise they will not treated as SSI units of Karnataka.
A.6	Manufacturers Authorization Certificate Authorization Certificate from original Manufacturer is to be uploaded in original, if Tenderer is an Principle Authorized Agent/Distributor and Licensed Authorized Importer as per Section-XIV . The Sub-Agents/Sub-Distributors are not eligible.
A.7 (a)	Tender Offer Form-Part I Tender Offer Form with an undertaking to abide by the terms and conditions of the tender in the format as per Section-IX-Part-I , of the Tenderer is to be uploaded in original.
A.7 (b)	Declaration From-Part II Declaration from the Tenderer in the format as per Section IX-Part-II of the Tenderer is to be uploaded in original.

A.8	List of Equipments quoted under this Tender. List of Equipments along with Manufacturer/s Name, Country of origin and Model name and number quoted by the tenderer should be clearly furnished separately as per Section-XIX , is to be uploaded in original.
A.9	List of Items supplies along with Users certificate:- List of Items supplied to various Government/Quasi Government/Govt. Autonomous Institutions and similar reputed institutions in Karnataka and India with item specification, quantities and value of the sale during the financial years 2017-18, 2018-19 and 2019-20 as per the Section-XIII and Users certificates as per Section-XV of the Tenderer is to be uploaded in original, If Tenderer is a Manufacturer and If Tenderer is a Principle Authorized Agent/Authorized Distributor should upload his Performance with User Certificates along with his Manufacturers Performance as above mentioned. The User Certificates must be countersigned by the authorized signatory of the Institutions, which have purchased,
A.10	ISO/ISI/CE/FDA Certificates Certificate Standards of quality control Certificates-ISO/ISI/CE/FDA Certificate along with Certificate as mentioned in the Technical Specifications must be uploaded in original; If Tenderer is a Manufacturer & If Tenderer is Authorized Agent/Authorized Distributor in original or Notarized copy should be up loaded.
A.11	Technical specifications information Literature & Brochure of the Equipment/s The Technical specifications information complete Literature & Brochure of the Equipment/s quoted by the Tenderer should be uploaded in original.
A.12	Compliance for the Tender specifications and clarifications for deviations Compliance for the Tender specifications and clarifications for deviations of the Equipment/s quoted by the Tenderer should be uploaded in original.
A.13	Proof of Service Centre/s in Karnataka & Technical Staff available Service Centre/s in Karnataka with Address and Contact No & Technical Staff available for the Equipments as per the Section-XVIII & Proof of Service Centre/s in Karnataka & Technical Staff available & Under taking from manufacturer for providing service for the equipment during warranty & CMC quoted under this Tender should be uploaded in original.
A.14	Format for List of documents/information submitted under this tender- SECTION-XX-Check List

A) "PRICE BID"

Sl No.	Name of the Documents
01	Price of the Equipment (s) quoted including all charges (As per the Section-X for reference only).

The Price Bid will be opened after the Technical Evaluation and offers received by the tenderers who fulfill the tender conditions as per Committee and only their price bid will be opened.

SECTION IX-PART I

TENDER OFFER FORM

Ref: Tender Notification No: DOF-TECH0EXT/13/2021 E- 443524, Date: 22/02/2021

To,

The Director of Fisheries
VV Tower,
Bengaluru – 560 001

Affix the
photograph of the
person signing the
document attested
by a Gazeted
Officer/Notary

Gentlemen and/or Ladies:

[insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver Having examined the Tender Documents including Addenda Nos.....
(Description of Goods and Services) in conformity with the said tender documents.
(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 14.1 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 2021

_____ (signature) (in the capacity of)

Duly authorized to sign Tender for and on behalf of

Date: Place: Phone No: Fax No:	Signature: Name in Capital Capacity *: Seal of the firm:	
Name and Address & Phone No. of the person signing the tender form:	Official: Ph:	Residential: Ph:

SECTION – X

PRICE SCHEDULE

Ref: Tender Notification No. DOF-TECH0EXT/13/2021 E- 443524, Date: 22/02/2021

Name of the Firm:

1	2	3	4	Price for each unit							12	13	14
				5	6	7	8	9	10	11			
Item No.	Item description & specifications	Country of origin	Quantity of unit	Ex-factory Ex-Warehouse/ Ex-Showroom off the shelf	Excise duty if any	Packing & forwarding	Inland transportation Insurance and other local cost incidental to delivery	Other incidental charges	GST and other taxes payable if contract is awarded	Unit Price (5+6+7+8+9+10)	Total Price per schedule for delivery at final destinations (4 X 11)	Delivery period	Remarks
01													
02													
I.	TOTAL									RS			
II.	OTHER COSTS IF ANY ON TURNKEY BASIS (DETAILS) RS. (LIKE UPS, AC, ADDITIONAL ACCESSORIES, & CIVIL WORKS ETC.									RS.			
III.	COMPREHENSIVE MAINTENANCE CONTRACT (C.M.C) CHARGES FOR 5 YEARS (AFTER 03 YEARS OF WARRANTY PERIOD)*									RS			
IV.	GRAND TOTAL – (I+II+III)									RS			

Signature of the Bidder _____

Name _____

Business Address _____

Note: In case of discrepancy between unit price and total price the unit price shall prevail. And in case of words and figures, the lowest shall be considered.

A) The bidder shall give list of spares for two years operation separately indicating description. Quantity, Unit Price and total price in the above format for those items whose scope of Supplies include spare parts as per technical Specifications. (Given in Section – VI)

Note:- The above Price Bid Schedule format is for reference only to quote accordingly for each equipment and not for upload in the e-portal and the Unit Price quoted in the e-portal should be inclusive of Ex-Factory Price, GST, CMC, Other Components and all other Taxes & Duties. The details should be mentioned in e-portal platform at **Action % Column against each equipment/s without fail.**

SECTION XI
CONTRACT FORM

Ref: Tender Notification No. DOF-TECH0EXT/13/2021 E- 443524, Date: 22/02/2021

THIS AGREEMENT made theday of..... 2019 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
01					
02					

TOTAL VALUE: DELIVERY SCHEDULE:

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

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

in the presence of:.....

Signed, Sealed and Delivered by the

said (For the Supplier)

in the presence of:.....

SECTION XII.

PERFORMANCE SECURITY BANK GUARANTEE FORM

Ref: Tender Notification No. DOF-TECH0EXT/13/2021 E- 443524, Date: 22/02/2021

To,

**The Director of Fisheries,
VV Tower,
Bengaluru -560 001.**

WHEREAS..... (Name of Supplier) hereinafter called “the Supplier” has undertaken, in pursuance of Contract No.....Dated.....2019 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..... 2021

Signature and Seal of Guarantors

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

Date.....2021

Address:

.....
.....

SECTION XIII

PROFORMA FOR PERFORMANCE STATEMENT FOR THE LAST THREE YEARS

(Please see Clause 11.2 (b) of the Instructions to Tenders)

Ref: Tender Notification No. DOF-TECH0EXT/13/2021 E- 443524, Date: 22/02/2021

Name of the Firm: _____

SI No	Orders placed by (full address of purchaser)	Order No. & Date	Description and qty. of goods ordered	Value of Order	Date of Completion of Delivery As per contract / Actual	Remarks indicating reasons for late delivery, if any	Has the goods/ equipment been satisfactorily functioning. (Attach a Certificate from the Purchaser)
1	2	3	4	5	6	7	8
I				2017-18			
01							
02							
03							
04							
05							
II				2018-19			
01							
02							
03							
04							
05							
III				2019-20			
01							
02							
03							
04							
05							

Signature and Seal of the Tenderer:-----

SECTION XIV

MANUFACTURER'S AUTHORIZATION FORM*

(Please see Clause 11.2(a) of Instructions to Tenderers)

Ref: Tender Notification No. DOF-TECH0EXT/13/2021 E- 443524, Date: 22/02/2021

To,

**The Director of Fisheries,
VV Tower,
Bengaluru -560 001.**

Dear Sir,

We _____ who are established and reputable manufacturers/Fabricators
of

_____ (*Name and description of goods offered*) having factories at (*Address of
factory*) do hereby authorize M/s _____
(*Name and address of Agent*) to submit a tender, and sign the contract with you for the goods manufactured by us against the
above IFT.

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

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

**We hereby under take that after sale service up to 08 years will be our responsible for 3 Years of Warranty & 05
Years of CMC period.**

We will not supply refurbished equipments.

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 uploaded by the Tenderer in its
tender.

SECTION-XV

USER CERTIFICATE FORMAT

(Please see Section-II Terms & Conditions)

Ref: Tender Notification No. DOF-TECH0EXT/13/2021 E- 443524, Date: 22/02/2021

01	Name of the Equipment (s)	
02	Supply Order No & Date	
03	Supplied by	
04	Model	
05	Quantity	
06	Date of Installation	
07	Comment about performance of the Equipment.	
08	Whether major break down occurred or not.	
09	Any remarks about equipment/supplier	

Date: -

End users Signature with Seal.

SECTION XVI

SALES TAX CLEARANCE CERTIFICATE

(Please see Section-II Terms & Conditions)

Ref: Tender Notification No. DOF-TECH0EXT/13/2021 E- 443524, Date: 22/02/2021

This is to certify that M/swho is a registered dealer under VAT Act with regarding having VAT TIN NO.....& CST TIN NO.has fixed Sales Tax return and tax cleared up to 30-06-2017 and no dues are outstanding for the said period.

Signature & Seal of the Commercial Tax Authority.

SECTION XVII

ANNUAL TURN OVER STATEMENT

(Please see Section-II Terms & Conditions)

Ref: Tender Notification No. DOF-TECH0EXT/13/2021 E- 443524, Date: 22/02/2021

The Annual Turnover of M/s. _____

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

Sl No	Financial Years	Turnover in Lakhs (Rs)
01	2017-18 (31/03/2018)	
02	2018-19 (31/03/2019)	
03	2019-20 (31/03/2020)	
	Total	

Date:

Signature & seal of Commercial Tax Officer/ Chartered Accountant (code No)

Seal:

(Name in Capital)

Note : CA code number must be mentioned.

SECTION XVIII

DETAILS OF SERVICE CENTRE IN KARNATAKA

(Please see Section-II Terms & Conditions)

Ref: Tender Notification No. DOF-TECH0EXT/13/2021 E- 443524, Date: 22/02/2021

To,

**The Director of Fisheries,
VV Tower,
Bengaluru -560 001.**

Dear Sir,

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

SI No	Service Center Address	City	Service Center Inception Date	Landline Number	Number of Engineers working

Under taking from manufacturer for providing service for the equipment during warranty & CMC quoted under this Tender.

Date:

Place:

Company Seal:

Signature:

Name:

Designation:

SECTION XIX

FORMAT FOR LIST OF EQUIPMENTS QUOTED UNDER THIS TENDER.

(Please see Section-II Terms & Conditions)

Ref: Tender Notification No. DOF-TECH0EXT/13/2021 E- 443524, Date: 22/02/2021

Sl No	Name of the Equipments	Quantity	Country of Origin	Name of the Manufacturer	Model Name/No	Manufacturing License No & date
01						
02						

Date:

Place:

Company Seal:

Signature:

Name:

Designation:

SECTION-XX

CHECK LIST (MUST BE SUBMITTED AS PER THE FORMAT)

Ref: Tender Notification No. DOF-TECH0EXT/13/2021 E- 443524, Date: 22/02/2021

FORMAT FOR LIST OF DOCUMENTS/INFORMATION SUBMITTED UNDER THIS TENDER.

Tender Clause No	Criterion Description	Suppliers Compliance	Page No
A.1	GST Registration Certificate GST Registration Certificate of the Tenderer in original is to be uploaded.	GST Registration Certificate No. _____ Dated _____ uploaded in original.	
A.2	PAN Card PAN Card of the Firm/Tenderer is to be uploaded in original.	PAN Card No. _____, Dated _____ issued in the name of _____ uploaded in original.	
A.3	Sales Tax Clearance Certificate & GST Returns Sales Tax Clearance Certificate cleared up to 30-06-2017 of the Tenderer as per Section-XVI or in the valid format of the Commercial Tax Department and GST Returns from 01/07/2017 to 31/03/2020 is to be uploaded in original.	Sales Tax Clearance Certificate cleared up to 30-06-2017 issued from the Commercial Tax Department and GST Returns from 01/07/2017 to 31/03/2020 is to be uploaded in original.	
A.4	Annual Turn-Over Statement Annual Turnover statement for proceeding three financial years 2017-18, 2018-19 and 2019-20 i.e., for 31-03-2018, 31-03-2019 & 31-03-2020 of the Tenderer as per Section-XVII , Certified by Commercial Tax Officer/Chartered Accountant is to be uploaded in original.	Annual Turnover statement for proceeding three financial years: (1).2017-18-Rs. _____ (2).2018-19-Rs. _____ (3).2019-20-Rs. _____ Certified by Commercial Tax Officer/Chartered Accountant is uploaded in original.	
A.5	Manufacturing License a).Manufacturing License , duly renewed up to date along with list of products permitted is to be uploaded in original, if Tenderer is a Manufacturer. If Tenderer is an Authorized Agent/Distributor should upload the Notarized copy of Manufacturer's Manufacturing License. b). Registration (if bidder is a company) by registration of Companies document to be up loaded in original. c).The Importer License , renewed up to date along with list of items permitted (Items to be quoted) is to be uploaded if Tenderer is an Authorized Importer. Along with copy of the authorization by the foreign manufacturer and a copy of the Registration of the Foreign manufacturer in its country is to be uploaded in original. d) Valid SSI Certificate , issued by Director of Industries Commerce, Government of Karnataka is to be uploaded in original, by SSI units of Karnataka otherwise they will not treated as SSI units of Karnataka.	a).Manufacturing License of the following Manufacturers in respect of Authorized Agent/Distributors: (1).Name of the Manufacturer _____ Licence No. & Dated _____ valid up to _____ permitted to manufacture for _____ c).The Importer License No. _____ & Dated _____ (If applicable) d) Valid SSI Certificate Licence No. _____ & Dated _____ valid up to _____ permitted to manufacture for _____ (If applicable)	
A.6	Manufacturers Authorization Certificate Authorization Certificate from original Manufacturer is to be uploaded in original, if Tenderer is an Principle Authorized Agent/Distributor and Licensed Authorized Importer as per Section-XIV . The Sub-Agents/Sub-Distributors are not eligible.	Manufacturers Authorization Certificates of the following Manufacturers submitted in original (1).Name of the Manufacturer _____ for Equipment _____ (2).Name of the Manufacturer _____ for Equipment _____	
A.7 (a)	Tender Offer Form-Part I Tender Offer Form with an undertaking to abide by the terms and conditions of the tender in the format as per Section-IX-Part-I , of the Tenderer is to be uploaded in original.	Tender Offer Form as per Section-IX-Part-I is uploaded in original.	
A.7 (b)	Declaration From-Part II Declaration from the Tenderer in the format as per Section IX-Part-II of the Tenderer is to be uploaded in original.	Declaration Form as per Section IX-Part-II is uploaded in original.	
A.8	List of Equipments quoted under this Tender. List of Equipments along with Manufacturer/s Name, Country of origin and Model name and number quoted by the tenderer should be clearly furnished separately as per Section-XIX , is to be uploaded in original.	List of Equipments quoted under this Tender uploaded in original & quoted for _____ items.	
A.9	List of Items supplies along with Users certificate:- List of Items supplied to various Government/Quasi Government/Govt. Autonomous Institutions and similar reputed institutions in Karnataka and India with item specification, quantities and value of the sale during the financial years 2017-18, 2018-19 and 2019-20 as per the Section-XIII and Users certificates as per Section-XV of the Tenderer is to be uploaded in original, If Tenderer is a Manufacturer and If Tenderer is a Principle Authorized Agent/Authorized Distributor should upload his Performance with User Certificates along with his Manufacturers Performance as above mentioned. The User Certificates must be countersigned by the authorized signatory of the Institutions, which have purchased,	List of Items supplies along Users certificate & Supply Orders uploaded in original along with I.Name of the Equipment _____ (1).2017-18- _____ Supply Orders _____ User Certificates (2).2018-19- _____ Supply Orders _____ User Certificates (3).2019-20- _____ Supply Orders _____ User Certificates	
A. 10	ISO/ISI/CE/FDA Certificates Standards of quality control Certificates-ISO/ISI/CE/FDA Certificate along with Certificate as mentioned in the Technical Specifications must be uploaded in original; If Tenderer is a Manufacturer & If Tenderer is Authorized Agent/Authorized Distributor in original or Notarized copy should be up loaded.	ISO/ISI/CE/FDA Certificates submitted for the following equipments: (1).Name of the Equipment _____ ISO/ISI/CE/FDA submitted (2).Name of the Equipment _____ ISO/ISI/CE/FDA submitted (3).Name of the Equipment _____ ISO/ISI/CE/FDA submitted	
A. 11	Technical specifications information Literature & Brochure of the Equipment/s The Technical specifications information complete Literature & Brochure of the Equipment/s quoted by the Tenderer should be uploaded in original.	Technical specifications information Literature & Brochure of the Equipment/s submitted: (1).Name of the equipment _____ submitted (2).Name of the equipment _____ submitted	
A.	Compliance for the Tender specifications and clarifications for deviations	Compliance for the Tender specifications and clarifications	

12	Compliance for the Tender specifications and clarifications for deviations of the Equipment/s quoted by the Tenderer should be uploaded in original.	for deviations of the Equipment/s submitted: (1).Name of the equipment_____ submitted (2).Name of the equipment_____ submitted	
A. 13	Proof of Service Centre/s in Karnataka & Technical Staff available Service Centre/s in Karnataka with Address and Contact No & Technical Staff available for the Equipments as per the Section-XVIII & Proof of Service Centre/s in Karnataka & Technical Staff available & Under taking from manufacturer for providing service for the equipment during warranty & CMC quoted under this Tender should be uploaded in original.	Proof of Service Centre/s in Karnataka & Technical Staff available is submitted.	
A-14	Format for List of documents/information submitted under this tender-SECTION-XX-Check List	Submitted/Not submitted	
	EMD details	EMD paid vide Payment No._____, Dated_____, Rs._____	

Certified that the documents submitted in the Teder Bid documents are correct to the best of our knowledge. (Do not mention document as attached)

Place:

Date:

Seal & Signature of the Tenderer