

State Institute for Urban Development (SIUD)

ATI Campus, Lalithamahhal Road, Mysore – 570 011.

Tel: +91-821-2520116, 2520163, **Fax:** +91-821-2520164

Email: directorsiud@yahoo.co.in **Web:** www.siudmysore.gov.in

**Tender Document
for**

Supplying Stationery articles and Housekeeping materials for office/ hostel use and for the various training programmes conducted by SIUD and SIRD Mysore for Two Years from 16.11.2015 to 15.11.2017

(Through E-procurement Portal Only)

<https://www.eproc.karnataka.gov.in>

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**Tender Notification
INVITATION FOR TENDER
(ONLY THROUGH E- PROCUREMENT)**

SCHEDULE OF EVENTS

Sl. No.	Events	Date, Day & Timings	Venue
1	Tender Reference (IFT No)	Supplying Stationery articles and Housekeeping materials for office/ hostel use and for the various training programmes conducted by SIUD and SIRD Mysore for Two Years from 16.11.2015 to 15.11.2017 No. SIUD/EST/CR- 34/2015-16 Dt: 15.09.2015	
2	Date of Publication of Tender	03.10.2015 : 11.00 A M	
3	Last date and Time for receipt of Tenders	04.11.2015: 05.00 PM	
4	Pre-Bid meeting	15.10.2015: 11.00 AM at SIUD, Mysuru - 11	
5	Time and date of opening the Technical Tender Bids	06.11.2015: 05.00 PM	
5	Time and date of opening the Financial Bids	As in the e-portal	
6	Address for Communication	The Director General, State Institute for Urban Development, ATI Campus, Lalitha mahal Road, Mysore – 570 011.	

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No. SIUD/EST/CR- 34/2015-16

Sub: - Supplying Stationery articles and Housekeeping materials for office/ hostel use and for the various training programmes conducted by SIUD and SIRD Mysore for Two Years from 16.11.2015 to 15.11.2017

Tenders are invited through e procurement portal for **Supplying Stationery articles and Housekeeping materials for office/ hostel use and for the various training programmes conducted SIUD and SIRD Mysore for Two Years from 16.11.2015 to 15.11.2017.** The tender document may be downloaded from **www.eproc.karnataka.gov.in** website only.

For additional information, you may contact Director – 0821-2520116

Director General
SIUD, Mysuru

TENDER FOR

Supplying Stationery articles and Housekeeping materials for office/ hostel use and for the various training programmes conducted by SIUD and SIRD Mysore for Two Years from 16.11.2015 to 15.11.2017

SECTION I. INVITATION FOR TENDERS (IFT)

No.SIUD /EST/CR-34/2015-16

Dated 15.09.2015

1. The **Director General, State Institute for Urban Development(SIUD), ATI Campus, Lalitha mahal Road, Mysore** invites tenders from eligible tenderers for providing services listed below:

Supplying Stationery articles and Housekeeping materials for office/ hostel use and for the various training programmes conducted by SIUD and SIRD Mysore for Two Years from 16.11.2015 to 15.11.2017.

2.
 - 2a. Two cover Tender procedure as per Rule 28 of the KTPP Act shall be followed.

The Tenderers are required to submit the **Technical Bid tender** which will be opened first and the **Commercial Bid Tender** which will be opened only if the **Technical Bid Tenderer** is found to be qualified to provide the services.
 - 2b. **Tenderers are advised to note the qualification criteria specified in Section VII (ANNEXURE-I) to qualify for award of the contract.**
3. Tender documents may be downloaded from the website of e-Governance, Government of Karnataka, through the website <http://eproc.karnataka.gov.in>
4. The tenderers have to deposit the Earnest Money Deposit to the account of e-governance / e-portal for Tender Document for **Supplying Stationery articles and Housekeeping materials for office/ hostel use and for the various training programmes conducted by SIUD and SIRD Mysore for TWO Years from 16.11.2015 to 15.11.2017.** Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for 90 days **beyond** the validity of the tender.
5. Tenders must be submitted to the **Director General, State Institute for Urban Development (SIUD), ATI Campus, Lalithamahal Road, Mysore** **on or before 05.00 PM on 04.11.2015** through the e-procurement portal through the website <http://www.eproc.karnataka.gov.in>

6. **The Technical Bid Tender will be opened on 06.11.2015 at 05.00 PM** in the presence of the tenderers or their authorized representatives who wish to attend. If the office happens to be closed on the date of opening of the tenders as specified, the tenders will be opened on the very next working day at the same time and venue.
7. Other details can be seen in the tender documents.
8. For any additional information regarding the above tender, the tenderers who are interested to quote, may contact office of the undersigned at the office address given below on all working days during office hours (10.30 am to 05:30 pm).
9. List of documents to support qualification of bidder is to be uploaded to the e procurement website **www.eproc.karnataka.gov.in**.
1. TMU reserve the right to cancel or annul the entire or part of this process of invitation at any time without assigning any reason.

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SECTION II: INSTRUCTION TO TENDERERS

A. Introduction

1. Scope of Tender and Eligible Tenderers

The **Director General, State Institute for Urban Development (SIUD)**, ATI Campus, Lalithamahhal Road, Mysore (Referred to as Purchaser in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers for **Supplying Stationery articles and Housekeeping materials for office/hostel use and for the various training programmes conducted by SIUD and SIRD Mysore for Two Years from 16.11.2015 to 15.11.2017** as detailed given in the Invitation for Tenders (IFT)

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 General**, 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);
- (c) Special Conditions of Contract (SCC);
- (d) Schedule of Requirements;
- (e) Technical Specifications;
- (f) Contract Form;
- (g) Performance Security Form;
- (h) Performance Statement 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 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 no later than 15 days prior to the deadline for submission of tenders prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers which have received the tender documents.

4.2 The purchaser may hold a pre-bid meeting of the prospective bidders in case if any clarification is so sought by the bidders prior to the deadline for submission of tenders.

A pre-bid meeting is scheduled to be held on 15.10.2015: 11.00 AM at SIUD, Lalithamahhal Road, Mysuru – 570011

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 and the amendments will be published through the e-portal

5.2 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 and the tender submitted by the Tenderer shall be in two cover system and shall contain the documents as follows:

Cover One or Technical Bid:

- (a) Earnest money deposit furnished in accordance with ITT Clause 13 and Qualification information's **as per the format & Annexure-I given in Section VII.**
- (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; **as per the format & Annexure-I given in Section VII.**
- (c) Documentary evidence established in accordance with ITT Clause 12 that the services and ancillary services to be provided by the Tenderer are eligible goods and services and conform to the tender documents **as per the format & Annexure-I given in Section VII** and

Cover Two or Commercial Bid:

- (a) A Tender Form and a Price Schedule completed in accordance with ITT Clauses 8, 9 and 10 **as per the format & Annexure-II given in Section VIII (COMMERCIAL BID- Details of service-wise rates quoted)**

8. Tender Form

8.1 The Tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided, a brief description of the services, 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. 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 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 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- i) the price of the services, 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.
- ii) any Indian duties, sales 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 providing the services to their final destination; and
- iv) the price of other incidental services listed in Clause 4 of the **Special Conditions of Contract**.

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 the Tenderer has the financial, technical, and providing services capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VII. 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 services offered and on those of similar nature within the past three years and

details of current contracts in hand and other commitments (suggested proforma given in **Section XII – Proforma for Performance Statement for the last 3 years**)

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 services which the tenderer proposes to supply under the contract.
- 12.2 The documentary evidence of conformity of the 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 services ;
 - (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 services by the Purchaser; and
 - (c) an service-by-service commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the 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 12.2(c) above, the Tenderer shall note that standards for workmanship, quality of services and duties and activities of required services 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-V - Schedule of Requirements.
- 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 ITB Clause 13.7.

- 13.3 The earnest money deposit shall be denominated in Indian Rupees and shall:
- (a) at the tenderer's option, be in the form of either a certified check, pay order, letter of credit, a demand draft, or a bank guarantee from a Nationalized/Scheduled Bank located in India or specified small savings instruments;
 - (b) the bank guarantee be substantially in accordance with the form of earnest money deposit included in **Section VIII** or other form approved by the Purchaser prior to tender submission;
 - (c) be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITT Clause 13.7 are invoked;
 - (d) be submitted in its original form; copies will not be accepted; and
 - (e) remain valid for a period of 45 days **beyond** the original validity period of tenders, or beyond any period of extension subsequently requested under ITT Clause 14.2.
- 13.4 Any tender not secured in accordance with ITT Clauses 13.1 and 13.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 22.
- 13.5 Unsuccessful Tenderer's earnest money deposit will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of tender validity prescribed by the Purchaser, pursuant to ITT Clause 14.
- 13.6 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.
- 13.7 The tender security may be forfeited:
- (a) if a Tenderer
 - (i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or
 - (ii) does not accept the correction of errors pursuant to 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 ITB 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 Tenderer shall prepare two copies of the tender, clearly marking each "**Original Tender**" and "**Copy Tender**", as appropriate. In the event of any discrepancy between them, the original shall govern.
- 15.2 The original and a copy of the **Technical Bid and Commercial Bid** 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 un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 15.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the tender.
- 15.4 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. Sealing and Marking of Tenders

- 16.1 The Tenderers shall seal the original and a copy of the Technical Bid of the tender in separate inner envelopes, duly marking the envelopes as "**original Technical Bid**" and "**copy of the Technical Bid**". He shall then place all the inner envelopes in an outer envelope.
- 16.2 The inner and outer envelopes shall:
- (a) be addressed to the Purchaser at the following address:

**The Director General, State Institute for Urban Development, ATI
Campus, Lalithamahhal Road, MYSORE – 570 011**

(b) bear the following identification

- Tender for **Supplying Stationery articles for office use and for the various training programmes conducted by, SIUD and SIRD Mysore for TWO Years from 16.11.2015 to 15.11.2017**

Tender Reference No:

- SIUD/EST/CR-34/2015-16 Dated:
- Do not open before 5.00 pm on 06.11.2015."

16.3 The inner envelopes shall also indicate the name and address of the Tenderer to enable the tender to be returned unopened in case it is declared "late".

16.4 If the outer envelope is not sealed and marked as required by ITT Clause 16.2, the Purchaser will assume no responsibility for the tender's misplacement or premature opening.

16.5 Telex, cable or facsimile tenders will be rejected.

17. Deadline for Submission of Tenders

17.1 Tenders must be received by the Purchaser at the address specified under ITT Clause 16.2 (a) no later than the time and date specified in the Invitation for Tenders (Section I). In the event of the specified date for the submission of Tenders being declared a holiday for the Purchaser, the Tenders will be received upto the appointed time on the next working day.

17.2 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.

18. Late Tenders

18.1 Any tender received by the Purchaser after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITT Clause 17, will be rejected and/or returned unopened to the Tenderer.

19. Modification and Withdrawal of Tenders

19.1 The Tenderer may modify the contents of the Technical Bid or Commercial Bid covers separately for each cover or withdraw its tender after the tender's submission, provided that written notice of the modification or withdrawal is

received by the Purchaser prior to the deadline prescribed for submission of tenders.

- 19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITT Clause 16 with the outer and inner envelopes marked "**Modification for Technical Bid Cover (Cover-1) / Commercial Bid cover (Cover-2) or "withdrawal"**" as appropriate. A withdrawal notice may also be sent by telex or cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of tenders.
- 19.3 No tender may be modified subsequent to the deadline for submission of tenders.
- 19.4 No tender may be withdrawn 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. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its earnest money deposit, pursuant to ITT Clause 13.7.

E. Tender Opening and Evaluation of Tenders

20. A. Opening of Technical Bid Cover of Tenders by the Purchaser

- 20.1 (a) The Purchaser will open all Technical Bid covers received (except those received late or withdrawn), including "**Modification for Technical Bid Cover (Cover-1)**" made pursuant to Clause 19, in the presence of Tenderers' representatives who choose to attend at **05.00 PM hours on 06.11.2015** and in the following location:

**Office of the Director, State Institute for Urban Development, ATI,
Lalitha mahal Road, Mysore**

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.

- (b) Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. The First cover of Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 19 shall not be opened.

- (c) The Tenderer's names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Purchaser may consider appropriate will be announced by the Purchaser at the opening. Late and withdrawn Tenders will be returned unopened to tenders.
- (d) The Second Cover of all the Tenderers including modifications for Second Cover shall be placed in a large cover and securely sealed in the presence of the tenderers or their representatives, who are present and also get the same signed by all those tenderers or their representatives. The large cover shall be kept in safe custody by the Purchaser.
- (e) The Purchaser will evaluate and determine whether each tender **(a)** meets the eligibility criteria **(b)** is accompanied by the required earnest money deposit **(c)** meets the minimum qualification criteria. The Employer will draw out a list of qualified Tenderers.
- (f) The Purchaser shall prepare minutes of the Tender opening, including the information disclosed to those present at the time of tender opening.

B. Opening of Commercial Bid Cover of Qualified Tenders by the Purchaser and the evaluation

- (i) The Purchaser will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Commercial Bid Cover (Second Cover containing the priced Tenders) The Purchaser will open the large cover containing the Commercial Bid Cover (Second Covers) of Qualified Tenderers at the appointed time and date in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Commercial Bid Cover (Second Cover) opening being declared a holiday for the Employer, the Commercial Bid Cover (Second Covers) will be opened at the appointed time and location on the next working day.
- (ii) Envelopes marked “**MODIFICATION FOR COMMERCIAL BID COVER (SECOND COVER)**” shall be opened and the submissions therein read out in appropriate detail.
- (iii) The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, and such other details as the Purchaser may consider appropriate, will be announced by the Purchaser at the opening. No Tender shall be rejected at Tender opening.

20.2 Tenders (and modifications sent pursuant to ITT Clause 19.2) that are not opened and read out at tender opening shall not be considered further for evaluation, irrespective of the circumstances.

20.3 The Purchaser will prepare minutes of the Commercial Bid Cover (Second Cover) Tender opening, including the information disclosed to those present at the time of tender opening.

21. Clarification of Tenders

21.1 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.

22. Preliminary Examination

22.1 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.

22.1.1 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.

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

22.3 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.

22.4 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.

- 22.5 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.

23. Evaluation and Comparison of Tenders

- 23.1 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.
- 23.2 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.
- 23.3 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.

23.4 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 services to the final destination as stated in ITT Clause 9.2 (iii).

The above costs will be added to the tender price.

(b) 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 **18%**percent per annum.

Note: ITT Clause 23.4 (d),(e),(f) and (g) does not apply for this Tender.

24. Contacting the Purchaser

- 24.1 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.
- 24.2 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

25. Post qualification

- 25.1 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.
- 25.2 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.

- 25.3 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.

26. Award Criteria

- 26.1 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.

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

- 27.1 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.
- 27.2 The Purchaser reserves the right at the time of contract award to increase or decrease 25% 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.

28. Notification of Award

- 28.1 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.
- 28.2 The notification of award will constitute the formation of the Contract.
- 28.3 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.
- 28.4 If, after notification of award, a Tenderer wishes to ascertain the grounds on which its tender was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Tenderer.

29. Signing of Contract

- 30.1 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.
- 30.2 Within 21 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Purchaser.

30. Performance Security

- 31.1 Within 21 days of the receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents or in another form acceptable to the Purchaser.
- 31.2 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.

31. Corrupt or Fraudulent Practices

- 31.1 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.

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

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III – GENERAL CONDITIONS OF CONTRACT

1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) "**The Contract**" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
 - (b) "**The Contract Price**" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
 - (c) "**The Goods**" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
 - (d) "**Services**" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
 - (e) "**GCC**" means the **General Conditions of Contract** contained in this section.
 - (f) "**SCC**" means the **Special Conditions of Contract**.
 - (g) "**The Purchaser**" means the organization purchasing the Goods, as named in **SCC**.
 - (h) "**The Purchaser's country**" is the country named in SCC.
 - (i) "**The Supplier**" means the individual or firm supplying the Goods and Services under this Contract.
 - (j) "**The Government**" means the Government of Karnataka State.
 - (k) "**The Project Site**", where applicable, means the place or places named in SCC.
 - (l) "**Day**" means calendar day.
 - (m) "**Director General**" (DG) means the Director General of SIUD.
 - (n) "**Director**" means Director of SIUD.
 - (o) "**SIUD**" means State Institute for Urban Development, Lalithamahhal road, Mysuru.

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 services' country of origin and such standards shall be the latest issued by the concerned institution.

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

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

5. Patent Rights

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

6. Performance Security

- 6.1 Within 21 days of receipt of the notification of contract award, the Supplier shall furnish Performance Security to the Purchaser for an amount of **5% of the**

Contract Value, valid up to 20 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. Payment

- 7.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.
- 7.2 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.

7.3 Payments shall be made promptly by the Purchaser but in no case later than sixty **(60)** days after submission of the invoice or claim by the Supplier.

7.4 Payment shall be made in Indian Rupees.

8. Prices

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

9. Change Orders

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

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

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

10. Contract Amendments

10.1 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.

11. Assignment

11.1 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.

12. Subcontracts

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

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

13. Delays in the Supplier's Performance

13.1 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.

13.2 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.

13.3 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.

14. Liquidated Damages

14.1 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.

15. Termination for Default

15.1 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 any thing 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.

15.2 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.

16. Force Majeure

16.1 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.

16.2 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.

16.3 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.

17. Termination for Insolvency

17.1 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.

18. Termination for Convenience

18.1 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.

18.2 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.

19. Settlement of Disputes

19.1 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.

19.2 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.

19.2.1 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.

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

19.3 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.

20. Limitation of Liability

20.1 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.

21. Governing Language

21.1 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.

22. Applicable Law

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

23. Notices

23.1 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.

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

24. Taxes and Duties

24.2 Tenderers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Services to the Purchaser.

**SECTION IV: SPECIAL CONDITIONS OF CONTRACT
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SECTION IV: SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

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

1. Definitions (GCC Clause 1)

- (a) The Purchaser is The Director General, SIUD, Lalithamahal Road, Mysore-11
- (b) The Supplier is

2. Settlement of Disputes (Clause 19)

The dispute settlement mechanism to be applied pursuant to GCC Clause 19.2.2 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 ¹² Indian 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.
- (c) 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.

3. Notices (Clause 23)

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

Purchaser: The Director General, SIUD, Lalithamahhal Road, Mysore – 570 011.

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

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4. Supplier’s Obligations:

The Tenderer 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. As soon as the supply order is issued supplier shall supply the materials within seven days.

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.

The following Special Conditions of Contract shall supplement the above mentioned conditions and General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

1. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.
2. The bidder shall ensure credit of Tender processing Fee and EMD into the respective receiving bank accounts of e-procurement on or before the last date of bid submission.
3. The tenderer is required to ensure browser compatibility of the computer well in advance to the last date and time for receipt of tenders. The departments shall not be responsible for non-accessibility of e-procurement portal due to internet connectivity issues and technical glitches.

4. EMD payments through e-Payment mode shall be made as one single transaction and payments made in parts are liable for rejection.
5. Bidder must provide the following documents. **All the documents should be scanned and uploaded along with the tender document without fail.** Failure to do so will result in rejection of tender. The details of required documents are as follows:
 - Valid Firm/ Company Registration Certificate
 - Income tax returns filed for the last three assessment years (i.e., 2012-13 to 2014-15)
 - Annual Turnover Statement of not less than the last 03 years audited by Registered Chartered Accountant / Auditors
 - Scanned copy of the PAN/TAN Numbers
 - Experience certificate in providing stationery to reputed service users for last Three years to be filled and uploaded in Section XII and Proforma A
6. The bidder must supply same quality of Stationery articles as specified in the tender document.
7. The bidder must have a registered branch office in Mysore.
8. The agency should not transfer and sub-let the contract to others .If the agency transfers and sub-lets the contract to others, it will then be treated as violation of the tender agreement and the contract will be terminated and the security deposit will be forfeited.
9. The successful tenderer will have to provide stationery and materials from the date ordered by the Director General. The contract will be for a period of 24 months. The Director General reserves the right to terminate the contract at a short notice of one month.
10. Purchaser shall have the right to terminate the outsourcing tender forthwith by giving notice at the address mentioned herein on failure to provide satisfactory service and/or causing any delay in delivery/ not performing well, etc. The decision of purchaser regarding dis-satisfaction of services/delay/ damages caused by you, shall be final.
11. Enhancement of decrease/increase of taxes duties or prices etc., will not affect the contract rates during entire period of the contract. No difference shall be paid or claimed as a result of the above.
12. Bill payment will be done after verifying the register as well as the calendar within 7 days of submission of the bill.
13. Purchaser shall make payment of bills after deduction of all applicable taxes.

14. The supplier must be responsible and well behaved.
15. The tenderer should abide by all the terms and conditions as specified in the detail tender notification attached.
16. Purchaser shall not be bound to accept the lowest quotation and reserves the right to reject any or all the quotations without assigning any reasons thereof.

17. Termination of contract

If the contractor fails to perform any of the obligations under this contract and if Purchaser is dissatisfied with the services, delivery and quality of work, then Purchaser the organization reserves the right to cancel the contract by issuing a month's notice to the supplier and the service for the remaining period will be awarded to L2 bidder and expenditure incurred will be deducted from the performance security deposit of the pervious supplier. The Contractor shall also give minimum 15 days' notice to end the contract.

18. Payment Terms and Conditions:

- 18.1 Income tax will be deducted at source.
 - 18.2 No advance will be paid and bills will be paid only if the services of the supplier are satisfactory.
 - 18.3 Payments will be made on billing basis. Bill shall be submitted within 5 working days. All payments shall be made through RTGS.
 - 18.4 Successful tenderers should execute a bond of contract to the effect that he/she will follow all the above rules, regulations and conditions of the tender.
19. Agency/Vendor/Person/Firm will submit its bill in the every first week of the next month based on the actual number of Stationery articles supplied with authorized signatures of concerned officers.
 20. Agency/Vendor/Person/Firm should be ready to give service any day during office hours i.e. 9.00 a.m. to 5.30 p.m. and in case required even early or late office hours and on holidays. The supplier should also keep records of the number of Stationery articles supplied and maintain necessary log book/ sheet which will be duly checked and authenticated by the concerned officer of the Purchaser.

21. **PENALTY CLAUSE**

If the agency/vendor/ firm who fails to supply the required number of Stationery articles even after supply order, 0.5% of delivered price of the delayed goods for each week for delay upto a maximum deduction of 10% of the contract price.

22. The successful tenderer should submit 5% of the total amount as performance security deposit in the form of bank guarantee within 15 days from the date of issue of work order. If the tenderer fails to do so then the EMD amount will be forfeited.
23. Payment will be made as per the agreed tender price. Requests for increase in the tender price will not be entertained at any point of time.
24. In case two or more bidders quote the same price then the past experience and past track record of the bidder will be considered for the award of tender.
25. The final quoted price in the financial bid must not be overwritten.
26. The price bid of the tender is a confidential process until the opening of the financial bid by the tender inviting authority. The bidders must not try to establish contacts which are questionable in nature with the tender inviting authority and tender scrutinee committee. Such acts will lead to disqualification of tender.
27. In order to carry out the tender process in good faith the bidders cannot take any of the members involved in the tender process to court.
28. If the supplier fails to start the process as per the agreement then the security deposit and EMD of the agency/vendor/ firm will be forfeited and the tender will be cancelled after giving one month's notice.
29. The EMD of the successful tenderer will be returned only after the successful completion of the tender.
30. The Acts and Rules of KTPP Act 2000 are applicable for this tender.
31. Only eligible tenderers who have submitted their technical bids along with the required documents, details and information will be considered for opening of financial bid.
32. Tenders with pre-conditions and G.P.A will be rejected.
33. The Director General, SIUD, Mysuru reserves the right to accept and/or reject the tenders without citing any reason.

34. More information regarding e-tendering can be obtained from <http://eproc.karnataka.gov.in> or contact e-procurement helpdesk 080-22485867 and 22485927.
35. For any other information/ clarification the bidders can contact the Director, SIUD, Lalithamahar Road, Mysuru – 570011 during office hours.
36. The tender documents will be available online from 03.10.2015 and the last date for the submission of the tenders is 04.11.2015.
37. The tender documents will **be opened on 06.11.2015 at 05.00 PM** in the Office of the Director, State Institute for Urban Development, Mysore in the presence of the bidders or their representatives or even if none of the bidders are present.
38. Bidders can contact our Office on the following telephone numbers; 0821-2520116 / 163.
39. For any other information / clarification the bidders can contact the Director, State Institute for Urban Development (SIUD), ATI Campus, Lalitha mahal Road, Mysore – 570011 during office hours.

(15). **DURATION OF AGREEMENT:**

- a) The tender shall be valid for a period of **Two years** starting from the forenoon of first day till last day (afternoon) of the contract.
- b) Contract may be terminated by the **SIUD Mysore** at any time by giving one month's notice in writing to the agency / firm without assigning any reasons thereof and the decision to do so shall be final. **SIUD Mysore** shall not be responsible for any loss, damage etc. incurred to the contractor as a result of the termination of the contract. **SIUD Mysore** shall be free to take due action for appointment of a new agency / firm during the period under notice or thereafter. In that event also the agency / firm shall refund the maintenance charges towards the unexpired portion (if the AMC amount is paid in advance) of the original agreement period within 15 days of the termination of the agreement failing which interest at the rate of 18% P.A shall be payable by the Agency / Firm for the period of delay for refund.

SECTION V: SCHEDULE OF REQUIREMENTS

The bidder shall provide **Stationery articles and Housekeeping materials for office/ hostel use and for the various training programmes conducted by SIUD and SIRD Mysore for Two Years.** Details are as follows:

SI No	Items	Specification value		Units	Approx Qty
1	White Cut sheet	70 GSM, A4 size	Nandi	Rim	240
2	Ball Pin	400 Gms, steel 26 MM, Perfect Solid Head Needle points	Bell or Equivalent	box	26
3	Pencil	Extra Dark, Black, 10 pencils of 172 MM length- Ruled paper	Apsara	Box	260
4	Register	100 pages - 12 KG-1 quire- Ruled Paper	Jayalakshmi or Equivalent	Nos.	70
5	Register	200 pages - 12 KG-2 quire- Ruled Paper		Nos.	50
6	Register	300 pages - 12 KG-3 quire- Ruled Paper		Nos.	38
7	Register	400 pages - 12 KG-4 quire 70-GSM-Ruled Paper		Nos.	26
8	Register	600 pages		Nos.	8
9	Cash book	400 pages		Nos.	44
10	Stock Register	400 pages		Nos.	10
11	Erase-X Fluid	Kores 15 ml -2 bottles of correction fluid and diluter	Kores or Equivalent	Nos.	60
12	Stamp Pad	90mm x 159 mm	Kores Equivalent	Nos.	32
13	File Board	Tape File		Nos.	60
14	Carbon Paper	210mm x 330 mm	Kores - Carboplane	Box	8
15	Brown Sheets	48 Kg	Bhadravathi or Equivalent	Sheets	2000
16	Poker	1/2 " Stell		Nos.	10
17	Single Hole Punch	Kangaroo or other equivalent		Nos.	60
18	Tabalak Thread	White colour		Kilograms	70
19	Fevicol	200 ml - Mr	kilo grams	Nos.	120
20	Double Punching Machine	Kangaroo 8 cm punch 52, 1 MM punching capacity		Nos.	26
21	Calculator	CT-120		Nos.	50

22	Colour Xerox paper	80 GSM	Sprint colour A4 754 GSM	Ream	50
23	Xerox Paper A4 size	80 GSM - Ream of 500 sheet	TNPL or other equivalent	Ream	3360
24	Xerox Paper	full scape 80-GSM		Ream	100
25	Xerox A3 size	80 GSM		Ream	70
26	Tags	8" Metal; with Sharp edges		Cuts	340
27	Gem Clips	26 mm- (Plastic Colours)	Koopee or Equivalent	box	60
28	Shorthand Book	80 GSM - Ream of 500 sheet	Merit	Nos.	40
29	Stapler	No. 10 HD-10D Kangaroo 63 MM loading capacity-100, stapling Capacity-20	Kangaroo or Equivalent	Nos.	90
30	Scissors	6.3 inch, Stainless Steel	Kangaroo	Nos.	16
31	Stapler Pins	No. 10-1m, 1000 staples (20x50)	Max or Equivalent	box	320
32	Stapler Pins	No. 10-08 mm, 1000 staples (20x50)		box	70
33	Stapler Pins	No. 10-10 mm 1000 staples (20x50)		box	48
34	Stapler Pins	No. 10-13 mm 1000 staples (20x50)		box	42
35	Stapler Pins	No. 10-15 mm 1000 staples (20x50)		box	42
36	Stapler Pins	17 mm 5/8") (10x1000)		box	42
37	Writing Pen	045 Cello Butter Flow- Blue colour	Reynolds or Equivalent	Nos.	10000
38	Writing Pen	045 Reynolds fine carbure- Black colour		Nos.	40
39	Writing Pen	045 Reynolds fine carbure- red colour		Nos.	80
40	Writing Pen	Racer Gel II - Blue Colour		Nos.	5000
41	Writing Pen	Metallica		Nos.	600
42	Writing Pen	Montex Victory pocket size metal rectangle pen		Nos.	800
43	Uni ball pen			Nos.	40
44	L Shape File	A4 size 2-side plastic with Transparent	Imported SUN	Nos.	5000
45	Brown Tape	1"60 m, 30 microns	wonder or other equivalent	Nos.	100
46	Brown Tape	2" 60 m, 30 microns		Nos.	70
47	Brown Tape	3" 60 m, 30 microns		Nos.	50
48	Cello Tape	1" 60 m, 30 microns white		Nos.	100
49	cello Tape	2" 60 m, 30 microns white		Nos.	70

50	cello Tape	3" 60 m, 30 microns white		Nos.	50
51	Double side gum tape			Nos.	32
52	Abro tape	20 m		Nos.	32
53	Sharpners	621 sharpners 20 pieces/ box on toxic		Nos.	260
54	Eraser	Extra Smooth 20 pcs/box	kores smart	Nos.	260
55	Drawing Pens	75 Pcs/ Box		Nos.	28
56	papers pins	100 gm small	Std brand	box	400
57	Scales (Big)	12" 30 cm steel with precision marking	Nataraj	Nos.	34
58	Scales (Big)	12" 30 cm plastic with precision marking	Nataraj	Nos.	34
59	Post it prompts	Medium Size -3 m post it prompts (150 pcs) 3 colour		box	220
60	Sticker Sheets	80 col. Sheet	Post it	Nos.	60
61	Gum Bottle	700 ml	Brill or Equivalent	Nos.	34
62	Sketch Pen	12 assorted Colour Set	Luxor / Camlin or Equivalent	Nos.	1200
63	White Board Marker pen	12 colour set	Reynolds or Equivalent	Nos.	1500
64	Permanent Marker Pen	12 colour set	Reynolds or Equivilent	Nos.	1500
65	OHP sheet		Oddy / Nokia	Sheets	2000
66	K.G. Sheets-Multicolour	10 Kg		Sheets	3200
67	OHP Marker Pen CD.DVD	05 Colour Set, fine tip	Luxor/ Camlin	Nos.	140
68	Chart Clips	2" Dia	Standard Fine quality	Nos.	40
69	Tag files	Green Yellow, Blue, Pink, Orange other colours With Institute logo and address as available in office		Nos.	2000
70	Box file			Nos.	140
71	Fevi Stick	15 g	Glue stick or Kores or Equivalent	Nos.	70
72	Highlighter pen	Pick pens or equivalent		Nos.	70
73	Binder clips	51 mm size, 1 dozen/Box	Kores or Equivalent	Box	20
74	Binder clips	41 mm size, 1 dozen/Box		Box	20
75	Binder clips	31 mm size, 1 dozen/Box		Box	20
76	Cloth line covers	A4 size	Standard with Fine Quality	Nos.	1000
77	Cloth line covers	Full scape		Nos.	1000

78	cloth line covers	A3 size		Nos.	800
79	Plastic thread			Roll	4
80	Gift wrapper sheets	A3 size		Sheets	20
81	White cloth thread			Bundles	4
82	Spiral Pad	25 pages 9x5 1/2 (200 GSM Art Card)	Size: A5; Thickness: 70 GSM, Art card front page and backside 2.0 mill page should be ivory card Type: Ruled should be supply along with organisation name, logo and address as per sample provided from the office	Nos	6000
83	Spiral Pad	50 pages 8 1/2 x 5 1/2 (200 GSM Art Card)		Nos	13000
84	Spiral Pad	100 pages	Map-litho paper with Hand- made paper cover and Office logo	Nos	2000
85	Certificate (kannada) 4 colours programme	A4 size	300 GSM Ivory card with institute address, logo and name of the training (as per sample provided from Office	Nos	4000
86	Certificate Covers	A4 size	Institute address and logo	Nos	10000
87	Paper file with printing	Institute logo and address as available in office		Nos	3000
88	Postal Covers	80 GSM Maplitho Paper size: 10 1/2" X 4 1/2" Institute name, address and logo (as per sample provided from office)		Nos	24000
89	Envelop covers	without print		Nos	200
90		A3 size		Nos	200
91		A4 size		Nos	200
92	BW - Toner Cartridges	1230D	RICOH- 2000 L2	Nos	60
93	Colour Inkjet Cartridge Refill Ink	T6642 Cyan	EPSON - L100 and 200	Set	4
94		T6642 Magenta	EPSON - L100	Set	4

			and 200		
95		T6642 yellow	EPSON - L100 and 200	Set	4
96		T6641 Black	EPSON - L100 and 200	Set	4
97	Laserjet Toner	12A	HP 1022 N	Nos	16
98		88 A	HP 1080	Nos	10
99	Toner	SP 200	RICOH- SP 200	Nos	12
100	HP Laser Printer		2055	Nos	32
101			2015	Nos	8
102	BW Laser Printer Toner	15 A	HP 1200	Nos	10
103	Samsung Cartridge		ML-1640	Nos	32
104	EPSON	143	MF 7051	Set	8
105		143	MF 7011	Set	8
106	Fax Drum kit (Brother)		(Brother)	Nos	8
107	Fax Toner (Brother)		MFC TN 2055	Nos	8
108	CD	52x	Sony	Nos	1600
109	DVD	16x	sony or other equivalent company	Nos	4600
110	Pen drive	16GB-USB 3.0		Nos	40
111	CD covers	Plastic Covers with Double side Transparent and Sponge Inside		Nos	6200
112	CD Sticker	Self adhesive labels	Novajet or Equivalent	Pkt	30
113	09 Volts cell	Alkaline	Eveready/ Sony or other equivalent	Nos	100
114		Rechargeable		Nos	6
115	AAA cell	Alkaline		Nos	400
116		Rechargeable		Nos	32
117	AA cell	Alkaline		Nos	400
118		Rechargeable		Nos	32
119	Catridge	2320 D	RICOH	Nos	12
120		2501 S		Nos	12
Housekeeping items					
121	Shining Cloth	Fine Quality		Nos	400
122	Urinal Cake	80 gm Sona Fresh or Equivalent		Nos	5000
123	Toilet Cleaner	500 ml - Harpic or Equivalent		Nos	300
124	Floor Mopping Cloth	Cotton 1 mtr dia 10" PVC Mop		Nos	300
125	Floor Mopping Cloth with Stick	Round sponge Gala or other equivalent		Nos	320
126	Glass Cleaner	500 ml ; Colin or Equivalent		Nos	60

127	Napthalene Balls	Chandru make	1 kg packet	70
128	Toilet Soap	50 gm Mysore Sandal	Nos	400
129	Toilet Soap	75 gm - Mysore Sandal	Nos	540
130	Phenyl	Blossom scented Phenyl	Liters	2500
131	Soap Oil	1st Quality	Liters	700
132	Room Freshner	200 ml Gold and sandal Aairwick 300 ml	Nos	300
133	Cleaning Broom-stick	Make: Monkey-555 or Equivalaent	Nos	300
134	Fly Killer -	Power Guard 7xfor 45 nights Mortein	Nos	700
135	Fly Killer - Spry	250 ml/ Make: Mortein 205 ml or Equivalent	Nos	700
136	Hand Washer	200 ml/ Dettol/ Lifebuoy or Equivalent	Nos	140

Amount put to Tender: Rs.27,85,580/-
EMD Amount: Rs.55,715/-

2. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka. The agencies participating in the tender must not be blacklisted by any Department/ organisation. A self declaration in this regard must be submitted. If any of the participating bidders are found to be blacklisted, then such tender bids will be rejected.

3. Bidder must not have less than 03 years experience (from 2012-13 to 2014-15) in the same line with any Government Institution/ Organisation/ Department and satisfactory certificates obtained from the service user organisation also mentioning the total cost of the tender must be compulsorily uploaded at the time of applying tender. Tenders without relevant experience certificates issued by the service user organisation will be rejected.

SECTION VII : QUALIFICATION CRITERIA

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

1. The tenderer should be a Supplier who should have satisfactorily provided similar Supply of the type specified in the '**Schedule of Supplies Requirements**' up to at least 80% of the quantity required in any one of the last 3 years to any State/ Central Government, State level organisation/ MNCs.
2. EMD for Rs.55,715/- to be remitted to e-portal
3. The tenderer should furnish the information on all past similar Supplies provided and satisfactory performance, in proforma A **under Section XII.**
4. Bidder must provide the following documents. All the documents should be scanned and uploaded along with the tender document without fail. Failure to do so will result in the rejection of the tender. The details of the required documents are as follows:
 - Valid Firm/ Company Registration Certificate
 - Income tax returns filed for the last three assessment years (i.e., 2012-13 to 2014-15)
 - Annual Turnover Statement of not less than the last 03 years audited by Registered Chartered Accountant / Auditors
 - Scanned copy of the PAN/TAN Numbers
 - Experience certificate in providing stationery to reputed service users for last Three years to be filled and uploaded in Section XII and Proforma A
5. Annual turnover should not be less than Rs.22,28,464/- in any one of the last three years.
6. **Other Qualification information as per format given in Annexure-I**

SECTION-VII - ANNEXURE-I
(QUALIFICATION INFORMATION FOR TECHNICAL BID)
[To be filled and uploaded by the Tenderer for the e-portal]

Details of Firm / Agency / Company

1.	Name of the Firm / Agency / Company	
2.	Status	Private / PSU / Proprietor / Others
3.	Complete Postal Office Address	
4.	Telephone No.	
5.	Fax Number	
6.	Valid email of the Firm	
7.	Name of the Contact Person	
8.	Contact Person: Telephone Number Mobile Number Email-ID	
9.	Registration Details of Firm / Establishment / Company / Individual / Small Scale Industry	
10.	Permanent Account Number	
11.	Income Tax Clearance Certificate for 2012, 2013, 2014	

Signature of the tenderer

**CHECKLIST OF ENCLOSURES TO THE TECHNICAL BID
[TICK THE ITEMS]**

Sl. No.	Particulars	Details of Documents to be scanned and uploaded
1.	EMD @ Rs.55,715/-	As per e-portal
2.	Copy of Firm / Establishment Registration from Govt. Department	
3.	Partnership Agreement (if applicable)	
4.	PAN Number	
5.	Income Tax returns filed for the last three years (Assessment year 2012-13, 2013-14, 2014-15)	
6.	Copies of authorized balance sheet and profit and loss A/c, certified by chartered accountant for the last three years	
6.	Annual turnover statement of last three years audited by Registered Chartered Accountant/ Auditors	
7.	Annual turnover should not be less than Rs.22,28,464/- in any one of the year of the last three years, 2012-13, 2013-14, 2014-15	
8.	Experience certificate in the last three years to be filled and uploaded in Section XII Proforma A	
9.	Corresponding Proforma A for Section XII	
10.	Contact details	
All above documents are uploaded in the above sequence in Technical Bid.		

Certified that I have checked all the documents and fully complied with the instructions contained in the Tender Schedule.

Signature of Tenderer

Letter of Acceptance
(Letter head paper of the Employer)

_____ [date]

To:

[name and address of the Contractor]

Dear Sir/s,

This is to notify you that your Tender dated _____ for **Supplying Stationery articles and housekeeping materials for office/ hostel use and for the various training programmes conducted by SIUD and SIRD Mysore for Two Years from 16.11.2015 to 15.11.2017** for the Contract Price of Rupees Twenty seven lakh Eighty Five Thousand Five Hundred and Eighty only (27,85,580/-), as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish deposit Security Deposit as per clause 23 for unbalanced tenders. Security Deposit paid should be for an amount of Rs. _____ within 20 days of the receipt of this letter of acceptance and sign the contract, failing which action as stated in clause 29 of ITT will be taken.

Yours faithfully,

Director General
SIUD, Mysore

DECLARATION BY THE TENDERER:

1. I have read and understood the Tender Terms and conditions relevant to Tender Notification No: **SIUD/EST/CR-34/2015-16 Dated:15.09.2015** and I have submitted the technical bid in accordance with the Terms and conditions of the above referred notification and in accordance with the terms of the tender document.

2. The information furnished in the Technical Bid are true and factual and I clearly understand that our tenders are liable for rejection, if any information furnished is found to be not true and not factual at any point of time.

3. The commercial bid is separately submitted against this tender.

Place:

Seal & Signature of the Tenderer

Date:

SECTION VIII: TENDER FORM

Date:.....

IFT No: No.SIUD/EST/CR-34/2015-16

To,
The Director General,
State Institute for Urban Development, ATI
Mysuru – 570011

Sir/ Madam

Having examined the tender documents including Addenda No..... (*insert numbers*), the receipt of which is hereby acknowledged, we, the undersigned, offer to provide **Supply of Stationery articles and Housekeeping materials for office/ hostel use and for the various training programmes conducted by SIUD and SIRD Mysore for a period of Two Years** in conformity with the said tender documents for the sum of -----
----- per year (*Rs.----- per year only*) 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 provide the services of supply of stationery articles and housekeeping items in accordance with the schedule specified in the Schedule of Requirements.

If our tender is accepted, we will obtain the guarantee of a bank for a sum equivalent to 5% of the Contract.

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 expiry 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 in executing) the above contract, we will strictly observe the laws against fraud and corruption enforcement 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 of20.....

(signature) (in the capacity of)

Duly authorized to sign Tender for and on behalf of

SECTION IX: EARNEST MONEY DEPOSIT BANK GUARANTEE FORM

Whereas (hereinafter called “the tenderer”) has submitted its tender dated (date of submission of tender) for **Supplying Stationery articles and Housekeeping materials for office/ hostel use and for the various training programmes conducted by SIUD and SIRD Mysore for a period of Two Years** (hereinafter called “the Tender”).

KNOW ALL PEOPLE by these presents that WE (name of bank) of (name of country) having our registered office at (address of bank) (hereinafter called “the Bank”) are bound unto (name of Purchaser) (hereinafter called “the Purchaser”) for the sum offor which payment will and truly to be made to the said service recipient, the Bank binds itself, its successors, and assigns by these presents. Sealed with the common Seal of the said Bank this ----- day of ----- 2015.

THE CONDITIONS OF THIS OBLIGATION ARE:

1. If the Tenderer
 - a) Withdraws its tender during the period of Tender Validity specified by the Tenderer on the Tender form; or
 - b) Does not accept the correction of errors in accordance with the ITT; or

2. If the Tenderer, having been notified of the acceptance of its tender by the Purchaser during the period of Tender Validity;
 - a) Fails or refuses to execute the Contract form as required; or
 - b) Fails or refuses to furnish the performance security, in accordance with the instruction to Tenderers;

We undertake to pay the Purchaser upto the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including forty five (45) days after the period of the Tender Validity, and any demand in respect thereof should reach the Bank not later than the above date.

..... (Signature of the Bank)

SECTION X: CONTRACT FORM

THIS AGREEMENT entered into this day of, 20..... between The Director General, State Institute for Urban Development, Lalithamahal Road MYSORE – 570 011, (hereinafter called “the Purchaser”) of the one part and M/s. _____ [name and address of contractor] (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 per year (Contract price per year in words and figures) (hereinafter called “the Contract Price”).

The Contractor having accepted the order was required to execute agreement and to furnish Security Deposit 10% of the total order value in the form of Demand Draft on any nationalized bank for the due fulfillment of the agreement.

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 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:

In witness whereof the parties and State Institute for Urban Development, Mysore to this agreement have signed this indenture in the presence of the following witnesses.

for Contractor

for SIUD, Mysore

(Signature with Name,
Designation and Office seal)

Director

Witness:

Witness:

1)

1)

2)

2)

SECTION XI: PERFORMANCE SECURITY BANK GUARANTEE FORM

To:

The Director General

State Institute for Urban Development
ATI Campus, Lalithamahahal Road
Mysuru – 570 011

WHEREAS (Name of Supplier) hereinafter called "the Supplier" has undertaken, in pursuance of Contract No..... dated,.....20... for **Supplying Stationery articles for office use and for the various training programmes conducted by SIUD and SIRD Mysore for a period of Two Years from 16.11.2015 to 15.11.2017** hereinafter called "the Contract".

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

AND WHEREAS we have agreed to give the Supplier a Guarantee:

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

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

Signature and Seal of Guarantors

.....

Date.....20....

Address:.....

.....

SECTION XII

(please see 11.2 (b) of the Instructions to Tenders)

Proforma for Performance Statement for the last three years

(After fill, to be uploaded in the e-portal by the Tenderer along with other tender Documents for Technical Bid)

IFT No:SIUD/EST/CR-34/2015-16

Date:

Date of Opening.....

Time

Name & address of the service provider.....

Order placed by (Name & Address of the person to whom the service was provided)	Order No.& date	Year (Order executed from year 2012-13, 2013-14, 2014-15 only)	Description & Quality of Service supplied	Value of Order (Annual)	Is the service satisfactory? Attach a certificate from the officer in-charge

Note: Separate sheet to be enclosed for each order executed, in proforma A given below, which has to be given under seal and signature of the competent authority of the service user. All such Proforma A certificates shall be uploaded.

Signature & Seal of Tenderer

Proforma A

This is to certify that service providers has satisfactorily supplied stationery/ housekeeping items to this organisation during the year against Order No. dated for an amount of Rs.

Signature

Seal and Signature of Competent Authority

TENDER

FOR

Supplying Stationery articles and Housekeeping materials for office/ hostel use and for the various training programmes conducted by SIUD and SIRD Mysore for TWO Years

FINANCIAL BID SECTION

(Through e-procurement Portal only)

<http://www.eproc.karnataka.gov.in>

PRICE SCHEDULE

Finance Bid

Supplying Stationery articles and Housekeeping materials for office/ hostel use and for the various training programmes conducted by SIUD and SIRD Mysore for a period of Two Years

IFT No: SIUD/EST/CR-34/2015-16 DATED

Sl No	Items	Specification value	Units	Approx Qty	Rate/ Unit quoted (Rs.) (to be quoted by the Agency)
1	White Cut sheet	70 GSM, A4 size	Nandi	Rim	240
2	Ball Pin	400 Gms, steel 26 MM, Perfect Solid Head Needle points	Bell or Equivalent	box	26
3	Pencil	Extra Dark, Black, 10 pencils of 172 MM length- Ruled paper	Apsara	Box	260
4	Register	100 pages - 12 KG-1 quire- Ruled Paper	Jayalakshmi or Equivalent	Nos.	70
5	Register	200 pages - 12 KG-2 quire- Ruled Paper		Nos.	50
6	Register	300 pages - 12 KG-3 quire- Ruled Paper		Nos.	38
7	Register	400 pages - 12 KG-4 quire 70-GSM-Ruled Paper		Nos.	26
8	Register	600 pages		Nos.	8
9	Cash book	400 pages		Nos.	44
10	Stock Register	400 pages		Nos.	10
11	Erase-X Fluid	Kores 15 ml -2 bottles of correction fluid and diluter	Kores or Equivalent	Nos.	60
12	Stamp Pad	90mm x 159 mm	Kores Equivalent	Nos.	32
13	File Board	Tape File		Nos.	60
14	Carbon Paper	210mm x 330 mm	Kores - Carboplane	Box	8
15	Brown Sheets	48 Kg	Bhadravathi or Equivalent	Sheets	2000
16	Poker	1/2 " Stell		Nos.	10
17	Single Hole Punch	Kangaroo or other equivalent		Nos.	60
18	Tabalak Thread	White colour		Kilogra	70

				ms		
19	Fevicol	200 ml – Mr	kilo grams	Nos.	120	
20	Double Punching Machine	Kangaro 8 cm punch 52, 1 MM punching capacity		Nos.	26	
21	Calculator	CT-120		Nos.	50	
22	Colour Xerox paper	80 GSM	Sprint colour A4 754 GSM	Ream	50	
23	Xerox Paper A4 size	80 GSM - Ream of 500 sheet	TNPL or other equivalent	Ream	3360	
24	Xerox Paper	full scape 80-GSM		Ream	100	
25	Xerox A3 size	80 GSM		Ream	70	
26	Tags	8" Metal; with Sharp edges		Cuts	340	
27	Gem Clips	26 mm- (Plastic Colours)	Koopee or Equivalent	box	60	
28	Shorthand Book	80 GSM - Ream of 500 sheet	Merit	Nos.	40	
29	Stapler	No. 10 HD-10D Kangaroo 63 MM loading capacity-100, stapling Capacity-20	Kangaro or Equivalent	Nos.	90	
30	Scissors	6.3 inch, Stainless Steel	Kangaroo	Nos.	16	
31	Stapler Pins	No. 10-1m, 1000 staples (20x50)	Max or Equivalent	box	320	
32	Stapler Pins	No. 10-08 mm, 1000 staples (20x50)		box	70	
33	Stapler Pins	No. 10-10 mm 1000 staples (20x50)		box	48	
34	Stapler Pins	No. 10-13 mm 1000 staples (20x50)		box	42	
35	Stapler Pins	No. 10-15 mm 1000 staples (20x50)		box	42	
36	Stapler Pins	17 mm 5/8") (10x1000)		box	42	
37	Writing Pen	045 Cello Butter Flow- Blue colour	Reynolds or Equivalent	Nos.	10000	
38	Writing Pen	045 Reynolds fine carbure- Black colour		Nos.	40	
39	Writing Pen	045 Reynolds fine carbure- red colour		Nos.	80	
40	Writing Pen	Racer Gel II - Blue Colour		Nos.	5000	
41	Writing Pen	Metallica		Nos.	600	
42	Writing Pen	Montex Victory pocket size metal rectangle pen		Nos.	800	

43	Uni ball pen			Nos.	40	
44	L Shape File	A4 size 2-side plastic with Transparent	Imported SUN	Nos.	5000	
45	Brown Tape	1"60 m, 30 microns	wonder or other equivalent	Nos.	100	
46	Brown Tape	2" 60 m, 30 microns		Nos.	70	
47	Brown Tape	3" 60 m, 30 microns		Nos.	50	
48	Cello Tape	1" 60 m, 30 microns white		Nos.	100	
49	cello Tape	2" 60 m, 30 microns white		Nos.	70	
50	cello Tape	3" 60 m, 30 microns white		Nos.	50	
51	Double side gum tape			Nos.	32	
52	Abro tape	20 m		Nos.	32	
53	Sharpners	621 sharpners 20 pieces/ box on toxic		Nos.	260	
54	Eraser	Extra Smooth 20 pcs/box	kores smart	Nos.	260	
55	Drawing Pens	75 Pcs/ Box		Nos.	28	
56	papers pins	100 gm small	Std brand	box	400	
57	Scales (Big)	12" 30 cm steel with precision marking	Nataraj	Nos.	34	
58	Scales (Big)	12" 30 cm plastic with precision marking	Nataraj	Nos.	34	
59	Post it prompts	Medium Size -3 m post it prompts (150 pcs) 3 colour		box	220	
60	Sticker Sheets	80 col. Sheet	Post it	Nos.	60	
61	Gum Bottle	700 ml	Brill or Equivalent	Nos.	34	
62	Sketch Pen	12 assorted Colour Set	Luxor / Camlin or Equivalent	Nos.	1200	
63	White Board Marker pen	12 colour set	Reynolds or Equivalent	Nos.	1500	
64	Permanent Marker Pen	12 colour set	Reynolds or Equivilent	Nos.	1500	
65	OHP sheet		Oddy / Nokia	Sheets	2000	
66	K.G. Sheets-Multicolour	10 Kg		Sheets	3200	
67	OHP Marker Pen CD.DVD	05 Colour Set, fine tip	Luxor/ Camlin	Nos.	140	
68	Chart Clips	2" Dia	Standard Fine quality	Nos.	40	
69	Tag files	Green Yellow, Blue, Pink, Orange other colours With Institute logo and address as available in office		Nos.	2000	

70	Box file			Nos.	140	
71	Fevi Stick	15 g	Glue stick or Kores or Equivalent	Nos.	70	
72	Highlighter pen	Pick pens or equivalent		Nos.	70	
73	Binder clips	51 mm size, 1 dozen/Box	Kores or Equivalent	Box	20	
74	Binder clips	41 mm size, 1 dozen/Box		Box	20	
75	Binder clips	31 mm size, 1 dozen/Box		Box	20	
76	Cloth line covers	A4 size	Standard with Fine Quality	Nos.	1000	
77	Cloth line covers	Full scape		Nos.	1000	
78	cloth line covers	A3 size		Nos.	800	
79	Plastic thread			Roll	4	
80	Gift wrapper sheets	A3 size		Sheets	20	
81	White cloth thread			Bundles	4	
82	Spiral Pad	25 pages 9x5 1/2 (200 GSM Art Card)	Size: A5; Thickness: 70 GSM, Art card front page and backside 2.0 mill page should be ivory card Type: Ruled should be supply along with organisation name, logo and address as per sample provided from the office	Nos	6000	
83	Spiral Pad	50 pages 8 1/2 x 5 1/2 (200 GSM Art Card)		Nos	13000	
84	Spiral Pad	100 pages	Map-litho paper with Hand- made paper cover and Office logo	Nos	2000	
85	Certificate (kannada) 4 colours programme	A4 size	300 GSM Ivory card with institute address, logo and name of the training (as per sample provided from Office	Nos	4000	
86	Certificate Covers	A4 size	Institute address and logo	Nos	10000	
87	Paper file with printing	Institute logo and address as available in office		Nos	3000	
88	Postal Covers	80 GSM Maplitho Paper size: 10 1/2" X 4 1/2" Institute name, address and logo (as per sample provided from office)		Nos	24000	

89	Envelop covers	without print		Nos	200	
90		A3 size		Nos	200	
91		A4 size		Nos	200	
92	BW - Toner Cartridges	1230D	RICOH- 2000 L2	Nos	60	
93	Colour Inkjet Cartridge Refill Ink	T6642 Cyan	EPSON - L100 and 200	Set	4	
94		T6642 Magenta	EPSON - L100 and 200	Set	4	
95		T6642 yellow	EPSON - L100 and 200	Set	4	
96		T6641 Black	EPSON - L100 and 200	Set	4	
97	Laserjet Toner	12A	HP 1022 N	Nos	16	
98		88 A	HP 1080	Nos	10	
99	Toner	SP 200	RICOH- SP 200	Nos	12	
100	HP Laser Printer		2055	Nos	32	
101			2015	Nos	8	
102	BW Laser Printer Toner	15 A	HP 1200	Nos	10	
103	Samsung Cartridge		ML-1640	Nos	32	
104	EPSON	143	MF 7051	Set	8	
105		143	MF 7011	Set	8	
106	Fax Drum kit (Brother)		(Brother)	Nos	8	
107	Fax Toner (Brother)		MFC TN 2055	Nos	8	
108	CD	52x	Sony	Nos	1600	
109	DVD	16x	sony or other equivalent company	Nos	4600	
110	Pen drive	16GB-USB 3.0		Nos	40	
111	CD covers	Plastic Covers with Double side Transparent and Sponge Inside		Nos	6200	
112	CD Sticker	Self adhesive labels	Novajet or Equivalent	Pkt	30	
113	09 Volts cell	Alkaline	Eveready/ Sony or other equivalent	Nos	100	
114		Rechargeable		Nos	6	
115	AAA cell	Alkaline		Nos	400	
116		Rechargeable		Nos	32	
117	AA cell	Alkaline		Nos	400	
118		Rechargeable		Nos	32	
119	Catridge	2320 D	RICOH	Nos	12	
120		2501 S		Nos	12	
Housekeeping items						
121	Shining Cloth	Fine Quality		Nos	400	

122	Urinal Cake	80 gm Sona Fresh or Equivalent	Nos	5000	
123	Toilet Cleaner	500 ml - Harpic or Equivalent	Nos	300	
124	Floor Mopping Cloth	Cotton 1 mtr dia 10" PVC Mop	Nos	300	
125	Floor Mopping Cloth with Stick	Round sponge Gala or other equivalent	Nos	320	
126	Glass Cleaner	500 ml ; Colin or Equivalent	Nos	60	
127	Napthalene Balls	Chandru make	1 kg packet	70	
128	Toilet Soap	50 gm Mysore Sandal	Nos	400	
129	Toilet Soap	75 gm - Mysore Sandal	Nos	540	
130	Phenyl	Blossom scented Phenyl	Liters	2500	
131	Soap Oil	1st Quality	Liters	700	
132	Room Freshner	200 ml Gold and sandal Aairwick 300 ml	Nos	300	
133	Cleaning Broom-stick	Make: Monkey-555 or Equivalaent	Nos	300	
134	Fly Killer -	Power Guard 7xfor 45 nights Mortein	Nos	700	
135	Fly Killer - Spry	250 ml/ Make: Mortein 205 ml or Equivalent	Nos	700	
136	Hand Washer	200 ml/ Dettol/ Lifebuoy or Equivalent	Nos	140	

Rate to be charged to be quoted as rate/ unit in Indian Rupees in words and figures

If there is any discrepancy in words and figures quoted, the amount in words shall prevail.

* : Total amount quoted for all items included shall be considered for award of tender and tender award will not be split based on individual item price quoted.

Total tender price per year in words

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Signature of Tenderer

Name and Address

.....

E-Procurement Publication

Sl. No	Details of the Tender	Approx Cost of the Tender (in Lakhs)	EMD Amount	Cost of the Tender Form (Non-Refundable)	Duration of the Tender	Eligible Firms/companies
1.	<u>Supplying Stationery articles and housekeeping materials for office/ hostel use and for the various training programmes conducted by SIUD and SIRD Mysore for Two Years from 16.11.2015 to 15.11.2017</u>	₹.27,85,580/-	₹. 55,715/- (@ 2%)	As specified in the e-procurement portal	24 months	Firms registered through the e-procurement portal only