



GOVERNMENT OF TELANGANA STATE

Open Competitive Bid (OCB)

For

Procurement & Supply of Hospital / Office Furniture Items to Government Hospitals/ Institutions in Telangana State under Rate Contract for a Period of **two years**.

Tender Notice No. 01B/TSMSIDC/EQU/Procurement/2019-20, Dated: 10 .05.2019.



Implementing Agency

**Telangana State Medical Services & Infrastructure Development Corporation
(TSMSIDC)**

**DM&HS Office Campus, Sultan Bazar
Hyderabad. 500095**

Phone: 040 24619123, Fax: 040 24619120.

TSMSIDC Web Site: <http://tsmsidc.telangana.gov.in>

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Newspaper Advertisement

TELANGANA STATE MEDICAL SERVICES & INFRASTRUCTURE DEVELOPMENT CORPORATION

Ph.No.040-24656688 Fax:+91-40-24745510, email: tsmsidcequ@gmail.com

Tender Notice No. 01/TSMSIDC/EQU/Procurement/2019-20, Dated: 10 .05.2019.

TSMSIDC invites tenders through e-procurement platform from eligible

- A) Manufacturers or their Authorized distributors/dealers who fulfill the requisite qualification criteria for Procurement and Supply of:
- 1) **KCR KITS** in Telangna State.
 - 2) **HBNC KITS** in Telangna State.
 - 3) **Diagnostic Equipment and Reagents** under Rate Contract.
 - 4) **Other than Diagnostic Equipment** under Rate Contract.
 - 5) **Medical Equipment** under Rate Contract to New Medical Colleges.
 - 6) **Orthopaedic Equipment.**
 - 7) Medical Equipment to **Microbiology Lab at State Food Lab, IPM**
- 8) Analytical Equipment to **Excise and DCA Depts.**

- B) Manufacturers who fulfill the requisite qualification criteria for Supply of :
- 1) **Tru Nat Test Chips** under Rate Contract
 - 2) **Hospital and Office Furniture** under Rate Contract

For further details please visit Web site: <https://tender.telangana.gov.in> from **15.05.2019 onwards** from time to time. TSMSIDC may cancel the tenders at any time without assigning any reasons.

**Sd/-
MANAGING DIRECTOR**

DISCLAIMER

The information contained in this Request for Proposal document (the “tender document”) or subsequently provided to the Bidder(s), in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this tender document and such other terms and conditions subject to which such information is provided to the Bidder.

Whilst the information in this tender document has been prepared in good faith and contains general information in respect of the Proposed Project, the tender document is not and does not purport to contain all the information which the Bidder may require.

Neither the Authority, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Project, or makes any representation or warranty, express or implied, with respect to the information contained in this tender document or on which this tender document is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and liability therefore is hereby expressly disclaimed.

This tender document is not an agreement and is not an offer or invitation by the Government of Telangana or TSMSIDC (hereinafter referred to as “Authority”) or its representatives to the prospective Bidders or any other person. The purpose of this tender document is to provide interested parties with information to assist the formulation of their Proposal. The information contained in this tender document is selective and is subject to updating, expansion, revision, and amendment. Each recipient must conduct its own analysis of the information contained in this tender document or to correct any inaccuracies therein that may be in this tender document and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.

This tender document includes certain statements, estimates and targets with respect to the Project. Such statements, estimates and targets reflect various assumptions made by the management, officers, and employees of the Authority, (and the base information on which they are made) which may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this tender document is, or should be relied on as, a promise, representation, or warranty.

Tender document and the information contained therein is meant only for those applying for this Project, it may not be copied or distributed by the recipient to third parties, or used as information source by the Bidder or any other in any context, other than applying for this proposal.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this tender document or arising in any way for participation in this Bidding process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this tender document.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender document.

The issue of this tender document does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Bidder, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids at any point of time without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, digital signature, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding process.

Any information/documents including information/documents pertaining to this tender document or subsequently provided to Bidder and/or Selected Bidder AND information/ documents relating to the Bidding process; the disclosure of which is prejudicial and/or detrimental to, or endangers, the implementation of the Project IS NOT SUBJECT TO DISCLOSURE AS PUBLIC INFORMATION/ DOCUMENTS.

Managing Director,
TSMSDIC.

Preamble

- 1 Telangana State Medical Services Infrastructure Development Corporation (TSMSIDC) is State Government based agency to invite and finalize tenders for indents and various other requirements in Government hospitals across the Telangana State.
- 2 TSMSIDC strives for transparency and accountability in all tender processes. In this regard, it has designed an expression of interest web-site <http://183.82.59.13/tseoi> to make draft specifications related to forthcoming tenders available on a public domain and seeks inputs from various stakeholders (concerned faculty, hospital administrators, technical experts and suppliers) to produce generic specifications.
- 3 In this regard, TSMSIDC has made the draft specifications available on the expression of interest web-site and sought inputs from relevant administrators, end-users and potential bidders and thus finalized the specifications for this tender.
- 4 Government of Telangana is providing comprehensive health care in the entire State. All aspects of management such as screening, diagnosis, and treatment for various health problems and are provided them at free of cost. It offers the state-of-the-art facilities through use of the most advanced and sophisticated technology for screening, diagnosis and treatment. Typical and popular examples include
 - a. Integrated Hospital Facility Management Systems for Clean and Neat hospitals,
 - b. ICUs in all district hospitals,
 - c. Advanced dialysis facilities in 40 centres across the State to cover all districts,
 - d. Baby kits after obstetric delivery for care of newborns,
 - e. Recently, the Government has been conducting camps for mass screening to deal with health care problems at an early stage,
 - f. „KantiVelugu“ is one such recent example to deal with vision problems.

Statistics reveal that Government of Telangana is performing best in the country in health care sector and other States in the country are trying to emulate the innovative health care initiatives.

- 5 This tender is related to procurement of equipment/items/disposables etc. related to health schemes to deal with Orthopedic issues.
- 6 Please read this section on Special conditions for any conditions specific to this tender.

Telangana State Medical Services & Infrastructure Development Corporation Hyderabad
(TSMSIDC)

Invites Bids on e- Procurement Platform (www.tender.eprocurement.gov.in)

I	Bid calling date	10.05.2019.
II	Downloading of Bid document	17-09-2019
III	Pre-bid conference date/time*	21-09-2019, 11.30 A.M
IV	Bid closing date/time	05-10-2019, 3.30 P.M
V	Technical Bids opening date/time	05-10-2019, 3.35P.M
VI	Verification of Uploaded Documents date/time**	14-10-2019, 11.30 A.M
VII	Sample Verification/ Demo	17-10-2019, 11.30 AM.
VIII	Tender processing fee	Rs. 23,600/- (Rs.20,000 +18% @ GST) in favour of the Managing Director, TSMSIDC.
IX	Contact Number	O/o TSMSIDC Hyderabad. Mobile: 7337340195

All Times are as per (IST). The dates stipulated above are fixed and under no circumstances they will be relaxed unless otherwise extended by an official notification or the day happens to be a public Holiday.

Note :-

- 1) Any clarifications on the tender condition/specifications may be informed in writing **on or before pre bid meeting date only**. These queries will be answered during pre-bid meeting. Any representation/clarification will not be entertained after this due date.
- 2) Bidders shall note the following regarding verification of uploaded documents:
 - i. Location for verification of documents: TSMSIDC Office, 2nd Floor, DME Campus, Koti,Hyderabad.
 - ii. The bidder/bidder's nominated representative should be present for verification of documents.
 - iii. The bidder/bidder's nominated representative should be able to clarify any issues raised regarding eligibility and other issues related to the tender.
 - iv. ~~The bidder/bidder's nominated representative should bring all originals for verification. TSMSIDC will retain original DD towards Processing fee, & DD/BG towards EMD.~~
 - v. The letter head & official seal should be brought to submit any confirmation / clarification if required.

- vi. In case the bidder/bidder's nominated representative is absent, TSMSIDC shall proceed as per evaluation made based on the uploaded documents and objections by the other bidders, TSMSIDC decision shall be final and binding on the bidders.
- vii. TSMSIDC reserves right to seek any clarifications from the bidder on Rs.100/- Non Judicial Stamp paper duly notarized.

Section A

MANDATORY DOCUMENT

(Please see Checklist- **T2 also**)

Following are the LIST OF DOCUMENTS to be scanned and uploaded on e-procurement platform MANDATORILY

Please note that if any one of these documents are not uploaded on e-procurement platform, the bid will be treated as Non – Responsive and will be rejected and no plea whatsoever will be entertained in this regards and the decision of TSMSIDC will be final and binding on the bidders.

S. No	Documents Description (Category)	Reference (Clause) in tender document	Online (Yes/No)	Page No. Or range of pages
1	Scanned copy of Processing fee with UTR Number			
2	Scanned Copy of EMD : DD or BG			
3	Form P-1 Bidder's Information			
4	Form P-2 (Template) (Notarized declaration on Rs.100/- Non-Judicial Stamp Paper by the bidder) Turn over details of Item /product (Brand and Model offered in Bid / Model complying Technical Specifications in Tender Document)			
5	Form P-3 (Proof of P2) (Template) (Notarized declaration on Rs.100/- Non-Judicial Stamp Paper by the bidder)			
6	Form P-6 Financial Capacity of Bidder (Certificate from the Chartered Accountant / Statutory Auditor concerned)			
7	Form P-7 Declaration form on Rs.100/- Non-Judicial Stamp paper			
8	Form P-8 Details of Quoted Item /product (Brand and Model offered in Tender)			
9	Form T-1 Technical Specifications			
10	Form T-2 Check List (Compliance/agreed/enclosed/ deviation statement)			
11	Delivery period Within 60 days acceptance letter.			
12	Bid Letter			
13	Quality Certificates as specified in Technical Specifications in the Tender document			
14	Other documents 1. Copy of Company / Firm Registration certificate / proprietorship certificate /			

S. No	Documents Description (Category)	Reference (Clause) in tender document	Online (Yes/No)	Page No. Or range of pages
	<p>partnership deed in case of firms/ Articles of Association and MOU in case of Pvt Ltd Companies etc.</p> <ol style="list-style-type: none"> 2. GST Registration Certificate 3. PAN 4. GST Returns for the period from Sep-2017 to April-2018 5. Proof of submission of IT Returns for last 3 financial years 2015-16, 2016-17& 2017-18. 6. Micro Part-II Registration Certificate. 7. Factory Labour Licence. 8. Machinery & Land in square feet. 9. List of Employees Statement. 10. ESI Registration No: 11. (PF) Registration No. 12. Factory Electrical Bill. <p>Note: With ESI and PF Registrations, the bidders shall furnish copies of monthly paid acknowledgement of the bank challans against ESI & PF for last (6) months or furnish last 6 months latest returns for both ESI and PF</p>			

Section A(I)

Tender call on e-Procurement Platform for Supply of Hospital / Office Furniture items to all Government Hospitals / Institutions in the State under Rate Contract Valid for One Year Period”.

1. Bidders would be required to register on the e-Procurement Platform at www.tender.telangana.gov.in and submit bids online. Offline bids shall not be accepted.
2. **This tender is an e-tender and only on-line bid will be accepted.** The bidders interested in participation, shall visit e-tender portal www.tender.telangana.gov.in
3. **The Bidders need to scan and upload all the required documents as per the check list given in Form – T2. Upload the documents in Zip Format with suitable description.**
4. Deleted
5. The bidder shall remit non-refundable Processing fee of **Rs.23,600 /- (Rs.20,000 /- +18% Service tax (GST))** online into the account of the Managing Director, TSMSIDC, Hyderabad (Account No.142410100019139 of Andhra Bank, KendriyaSadan Branch, Hyderabad 500195, IFSC Code: ANDB 0001424) the and upload the scanned copy of Transaction slip with UTR number. Failure to pay the Processing fee and to upload in the aforesaid manner will entitle for rejection of the bid. No plea whatsoever will be entertained later.
6. Deleted
7. Bidder shall also pay a non-refundable transaction fee to M/s Vupadhi Technologies (Telangana State Unit), the service provider for eProcurement Platform, as per Government orders from time to time.
8. Bids must be filed in the given Formats only.
9. **Bidders must sign all the documents, statements and certificates before scanning and uploading online on e-procurement platform, owning responsibility for their correctness and authenticity.**
10. **Documents which are not clear / not visible will not be considered for prequalification / technical evaluation. Hence it is the responsibility of the bidder to scan and verify the clarity of documents before uploading them online on eProcurement platform.**
11. TSMSIDC shall not hold any risk and responsibility for loss of data/files/documents/visibility/readability during uploading of the scanned documents or any other problem encountered by bidder while submitting bid online.
12. Bid Security (i.e E.M.D) shall be paid electronically through Net Banking/ RTGS/ NEFT/ Credit Card/Debit Card only from any Nationalized Commercial bank to be credit in Govt. Pool Account.

- 13. All the bidders shall invariably upload the scanned copy of UTR Number towards EMD on e-procurement platform. If the bidder fails to upload the scanned copy of the EMD on e-procurement platform, the bid will be treated as incomplete and will be rejected.**
14. MSMEs/SSIs/EM-II units, located in Telangana Region only are exempted from paying the EMD. Only Manufacturers are allowed and no Trader / Dealer is allowed to tender only
15. Deleted.
16. The TSMSIDC will carry out the Technical bid evaluation solely based on the uploaded certificates / documents on the e-procurement system and open the price bids of the responsive bidders.
- 17. Deleted.**
- 18. Deleted.**
19. If the successful bidder fails to submit the Original hard copies of uploaded, certificates/documents within the stipulated time or if any variation is noticed between the uploaded documents and the hard copies submitted by the bidder, the successful bidder will be suspended from participating in the tenders in TSMSIDC for a period of 3 years. Besides this TSMSIDC shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in tender process for execution of the scheme/project under consideration in this tender.
20. Bidder should upload copies of documents related to the instruments such as constitution of the company/ firm; Memorandum of Articles of Association, Partnership deed, Power of attorney, Resolution of board etc., The merger/ amalgamation /transfer of business /transfer of assets/share in sister concern /etc. of a firm which affect the bid condition relating to “Turnover” in preceding years. The eligibility of a bidder in such cases shall be ascertained by the Technical Evaluation Committee on the basis of the above stated agreement /BOD resolution /CA Certificate or any other supportive document (s) annexed with the tender documents and the Decision of the Technical Evaluation Committee shall be Final.**(Please check Form T2/ MANDATORY DOCUMENT)**
21. Any Change in the pattern of ownership of the bidder/supplier must be notified to the Managing Director TSMSIDC forthwith along with necessary documents.
22. Authorization Letter nominating responsible person on behalf of the bidder to transact the business with the Tender Inviting Agency TSMSIDC should be submitted in the Prescribed Formats. It should be duly signed by the Authorized signatory of the Company /Firm and such Authorized Person’s Latest Photograph and Specimen signature are to be provided. Authorized person preferably may be exclusive for the Manufacturer.
23. Bidders must sign all the documents, statements and certificates uploaded, owning responsibility for their correctness and authenticity. The tender document should be signed by the bidder in all pages with office seal and should be “Serially Numbered”.

24. Change of Specifications/ scope of supply of items offered in the bid is not permitted. The bidder has to strictly abide by the specifications and drawings enclosed / attached to this tender / bid document.

The intending bidders / firms interested in participation shall visit web site at <http://www.tender.telangana.gov.in>

The solution, service or material required:

Supply, installation and commissioning of Infrastructure Items as detailed in Annexure 1:

Scope of incidental services:

Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.

Warranty Period:

Warranty period (3) years from the date of Supply & Fixing the Furniture items at the destinations.

Deleted

Delivery and Installation Period

Bidder shall deliver the goods/services, install and commission the same within the Period indicated in the Bid document from the date of contract signing or issue of purchase order, whichever is earlier.

Note: TSMSIDC reserves the right to cancel the Tenders at any time and at any stage without assigning any reason. The bidder(s) is / are not liable to question the reason(s) for such cancellation of tender(s).

Section B

Pre-Qualification criteria:

1. **The bidder should be a Manufacturer** and should be in business of manufacturing of the offered items for a minimum period of **Three(3) years in India** as on bid calling date.
2. **Deleted.**
3. Following are not eligible to participate in tender:
 - a. The bidders who have withdrawn their bids in any of the previous tenders of AP MSIDC/TS MSIDC during last 3 years (from bid calling date).
 - b. Bidders who are on black list of **any Organization of Government of India / any State Government or its agencies as on bid calling date.**
 - c. Bidders who are on black list of **any Organization of Government of India / any State Government or its agencies** for any period during the period from bid calling date to signing of contract.
 - d. Bidders who are declared Non Dependable by **any Government in India / any State Government / Organisation or its agencies** during last 3 years (from bid calling date) and declaration is in force as on bid calling date or is in force at present (During the period from bid calling date to signing of contract).
4. The bidder(s) should have supplied to either Government or private organizations/ hospitals / institutions in India during each of the preceding financial year i.e., 2015-2016, 2016-17 & 2017-18 minimum quantities (in Nos) as indicated in Annexure-1 for the items / quoted in Form P-2 on Non-Judicial Rs.100/- Stamp Paper duly Notarized. i.e., for quoted model or model complying the technical specifications of Same / Similar items specified in tender document.
5. The bidder should furnish the information on major past supplies under the relevant product/services in Form P3 for the **Financial years of 2015-2016, 2016-17 & 2017-18** a Notarized declaration on Rs.100/- Non-Judicial Stamp Paper, duly declaring that the supplies shown in statement P2 are Genuine and Authentic. In case, if the given declaration or statement issued to be wrong or fabricated the bidder will be blacklisted in TSMSIDC for a period of 3 years and no further correspondence will be entertained in this regard. Failure to furnish the above, their bids will not be evaluated technically and the bids will be rejected. No subsequent request will be entertained in this regard.
6. The bidder should have Cumulative Average Financial turnover as mentioned against the corresponding items during the last three year (2015-2016, 2016-17 & 2017-18). In case the bidder have Cumulative average Financial turnover of **Rs.5.00 crore** during the financial year (2015-2016, 2016-17 & 2017-18, the bidder is eligible to quote for all or any number of items.

- 7. In case, the details furnished in Form P-2& Form P-3 are found incorrect, then the bidder will be disqualified, EMD will be forfeited and action will be taken to blacklist the bidder for a period of not less than 3 years to participate in future tender in TSMSIDC.**
- 8. The bidders shall up load GST returns for the months April 2019 to June 2019.**

- Note:**
1. The bidder shall upload all the documents online on e-procurement platform only.
 2. Before scanning and uploading the documents online on e-procurement platform, the bidder / authorized representative shall sign on all the pages / documents owing the responsibility of authenticity of documents uploaded.
 3. Documents which are not clear / not visible will not be considered for prequalification / technical evaluation. Hence it is the responsibility of the bidder to scan and verify the clarity of documents before uploading them online on e-procurement platform.
 4. Bids of firms who have furnished all the required documents alone will be considered. Utmost care should be taken to see that all the required/proper documents are uploaded as there will be no further chance for rectifying the defects/furnishing the missing documents offline. Only those documents which are uploaded online on e-procurement platform will be considered and documents not uploaded will not be considered. No plea whatsoever will be entertained from any bidder in this regard.
 - 5. Bidders shall not quote unreasonably high prices. In case the quoted price/prices is/are unreasonably high then the TSMSIDC reserves the right to disqualify such bidder(s) to participate in future tenders invited by TSMSIDC.**
 - 6. TSMSIDC may ask the bidder(s) to produce copies of invoices of same model(s) of item(s) quoted in the tender, supplied to any other Government organization in support of their quoted price(s).**

Section C

C1. Statement of important limits/values related to bid

Clause	Item	Description
A.	Tender Processing Fee	The bidder shall remit non-refundable Processing fee of Rs.23,600 /- (Rs.20,000 /- +18% Service tax (GST)) online into the account of the Managing Director, TSMSIDC, Hyderabad (Account No.142410100019139 of Andhra Bank, KendriyaSadan Branch, Hyderabad 500195, IFSC Code: ANDB 0001424).
B.	EMD	As per schedule of requirements Annexure-1 Bid Security (i.e E.M.D) shall be paid electronically through Net Banking/ RTGS/ NEFT/ Credit Card/Debit Card only from any Nationalized Commercial bank to be credit in Govt. Pool Account.
C.	Bid Validity Period	90 days from the bid opening date
D.	EMD validity Period	Deleted
E.	Comprehensive Maintenance Period	Not Applicable
F.	RateContract Validity.	The prices of the furniture items finalised by the BFC Committee are valid for one year from the date of approval of Bid Finalization Committee and can be extended for further period at mutually agreed terms and conditions. No escalation charges will be paid during this period.
G.	Variation in quantities	As per actual requirement (Quantities provided in tender are tentative)
H.	Warranty period	36 months from the date of successful installation of goods at users" site.
I.	Period for furnishing performance security value deposit & its validity period	Furnish within (15) days from the date of receipt of Purchase order with 5% of Contract Value. If submission of the performance Security in the Form of BG, the validity of BG should be not less than for a period of 3 years and 90 days (39 months) / as specified in the purchase order.
J.	Period for signing contract	Within a week (15 days) from date of receipt of notification of award
K.	Minimum Up time for equipment	Not Applicable
L.	CMC Performance Security Value and validity period	Not Applicable
M.	Payment terms:	a) Payment of 90% of Contract Value will be paid on submission of Delivery Challan, Invoice with stock entries and installation report (If installation applicable) from the Authorities concerned. b) Remaining 10% of payment will be paid on submission of satisfactory report in Annexure -7 from the concerned End User on completion of 3 months period from the date of Installation.(Or)

		will be paid after (6) months if not received any adverse reports on the supplied items from the end users.
N.	LD for late deliveries	0.5% of value of late delivered goods per week or part thereof will be taken as one-week subject to maximum of 10% of value of late delivered goods. Once 10% is reached, contract is deemed cancelled for undelivered goods. No payment shall be made for goods delivered under deemed cancelled contract
O.	Penalty for failure to maintain during warranty or Comprehensive Annual Maintenance Contract	Not Applicable
P.	Delivery & installation/commissioning period	Supplies shall be completed within 60 days from the date of P.O. issued at Designated locations in the State.
Q.	Letter of Acceptance (LOA)	Shall be furnished within (3) days from the date of issue of P.O. If fails to do so, the given P.O is deemed to be cancelled
R.	Contract Agreement	Shall be concluded within (15) days from the date of issue of P.O.
S	Authority Issuing the Purchase Orders	Purchase Orders will be issued by the Managing Director TSMSIDC.
T	Payment Authority	Payments will be made by the Purchase Order issuing Authority as detailed above.
U.	Exemption of EMD	EMD exempted for the Firms / MSMEs registered in Telangana State only Micro, Small, Medium Enterprises (MSMEs) units / Small Scale Industries (SSI units) /EM-II units, located in Telangana Region, manufacturing the “Furniture Items only”, participating in this tender have few incentives as indicated in the tender document. The incentives are subject to production of MSME/SSI/EM-II certificate issued by the relevant competent authority. Note: Only manufacturers are eligible to participate in tender. Traders / Dealers are not eligible to participate in tender.

Section D

D- Technical specification of equipment:

Shown in Annexure 2

Section E

E.

Bidding procedure:

E.1.

Bids shall be submitted in Twoparts i.e. Pre-Qualification Bid / Technical Bid and Financial Bid, online in the formats provided on eProcurement Platform.

Pre-qualification & Technical bid documents:

It shall include the following information about the bidder and/or its proposal.

1. General information on the bidder's company in Form P-1
2. **Past performance of supply of furniture items in Form P-2 on Rs.100/- Non-Judicial Stamp paper duly notarized.**
3. **Form P-3**
4. Form P-4 **Deleted**
5. **Form P-5 Deleted**
6. **Financial Capacity of Bidder in Form P6 from the Chartered Accountant / Statutory Auditor concerned in Form P-6.**
7. **Declaration in Form P-7 on Rs.100/- Non-Judicial Stamp paper.**
8. Details of quoted items in Form P-8.
9. Details of Technical specifications and Deviation(s) to technical specification, if any in Form T-1.
10. Check list in Form T-2.
11. List of documents to be scanned at attached to Online Bid – Form T-2.
12. Other information, if any required in the bid document in Form T-5 (Bidder's own format)
13. ~~Manufacturer's Authorisation to participate in bidding process apart from such other documents like authorisation certificate for dealing in the products for which bid is submitted—Annexure 5. (However this will not apply to Manufacturers)~~ **Deleted**
14. Where Forms are not prescribed, bidder can design its own formats to hold the information

Deleted

Financial bid:

The financial bid should provide cost calculations corresponding to unit price of each item of the schedule in the Form provided on eProcurement Platform

1. **The bidder shall quote Basic Rate and Tax Component applicable Taxes (GST) / Transport / Service Charges etc. for the items indicated in Annexure-1.**
2. **It shall be noted that no separate charges either towards transportation or towards installation or assembling the items will be paid.**
3. **At certain locations, some of the items mentioned in Annexure-1 may not be necessary. In such cases, the purchase orders will be as per the actual requirement.**

Pre-bid Meeting:

All the prospective bidders can participate in the Pre Bid meeting to seek clarifications on the bid, if any. Pre Bid meeting will be held at the office of **TSMSIDC as per the schedule indicated in Tender notice / bid document.**

The bidders are requested to note that they shall be ready with DEMO Samples of all the items indicated in the dates specified in the bid document. No extra time will be allowed for submission of Demo Samples on account of any reason whatsoever. The bids of those bidders who do not submit their Demo Samples will be disqualified and no further plea will be entertained and the price bid(s) of such bidder(s) will not be opened.

Section F

F.

Bid evaluation procedure:

Bids would be evaluated for quoted items. Bidders can offer prices for any one or more or for all the items of given Schedule of requirement as indicated in Annexure-1. The bidder shall also show the break up prices & Taxes for all the items in the remarks column of price bid online on eprocurement platform.

If a bidder has any comment to offer about the procedural aspects of this tender, it should be intimated to TSMSIDC during the pre-bid meeting. In case the schedule or procedure of tender processing is revised, the same shall be communicated online and revised schedule or procedure shall be binding on all.

Opening of bids:

Immediately after the closing time, the TSMSIDC shall open the pre-qualification / Technical bid, and list them for further evaluation. The Technical evaluation / verification of samples / Demos of only those bidders who qualify in the pre-qualification / Technical evaluation will be opened. After verification of samples of quoted items by the Committee concerned, the financial bids of only those bidders who qualify in technical evaluation will be opened. Bids will be opened Online; Bidders can view the evaluation reports online on e-procurement platform as well as on TSMSIDC web site: <http://tsmsidc.telangana.gov.in>

Pre-qualification / Technical bid evaluation:

The Pre-qualification bid documentation shall be evaluated in two sub-steps. Firstly, the documentation furnished by the bidder shall be examined prima facie to see if the technical skill base and financial capacity and other bidder attributes claimed therein are consistent with the needs of this project. In the second step, TS MSIDC may ask bidder(s) for additional information, visit to bidders site and/or arrange discussions with their professional, technical faculties to verify claims made in Pre-qualification bid documentation.

Technical verification / evaluation of samples:

The Technical Committee concerned will verify the samples **during the Demo date indicated in tender schedule** including all the technical aspects as per the technical specifications specified in the tender document of those bidders only who qualified in Prequalification stage. **The bidders shall be ready with DEMO Samples of all the Furniture items indicated in Annexure-1 by the dates specified in the bid document. No extra time will be allowed for submission of Demo Samples on account of any reason whatsoever. The bids of those bidders who do not submit their Demo Samples will be disqualified and no further plea will be entertained and the price bid(s) of such bidder(s) will not be opened.**

The TSMSIDC may ask bidder(s) for additional information, demonstration of products offered, visit to bidders site and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation.

Financial bid evaluation:

Final choice of firm to execute the project shall be made on the basis of conformity to pre-qualification, technical specifications, appropriateness of the product offered, capability of bidder to execute and service the project and appropriateness of financial offer.

The TSMSIDC reserves the right to seek any clarification on the uploaded documents / any other documents in support of Technical evaluation of bid or technical verification of samples and the decision of the TSMSIDC shall be binding on all the bidders. No representations will be entertained in this regard.

Verification of Original Documents:

* The bidder/bidder's representatives have to be present for verification of the uploaded documents with the following original documents on the date indicated for verification of uploaded documents in the tender schedule or the date fixed by the TSMSIDC.

- i) Processing Fee
- ii) EMD
- iii) Form P-1
- iv) Form P-2
- v) Form P-3
- vi) Form P-6
- vii) Form P-7
- viii) Form P-8
- ix) GST returns for the months April 2019 to June 2019.
- x) Originals of scanned uploaded documents.
- xi) Copies of Purchased orders /invoices if required in support of Form P-2.
- xii) The representative should be able to furnish originals /Copies of PO's /Invoices for verification and should also be able to identify the documents uploaded on e-procurement platform and the representative of the bidder should be able to clarify any issues raised by the TSMSIDC officials and other bidders.

Xi) Other documents

1. Copy of Company / Firm Registration certificate / proprietorship certificate /partnership deed in case of firms/ Articles of Association and MOU in case of Pvt Ltd Companies etc.
2. GST Registration Certificate
3. GST returns for the months April 2019 to June 2019.
4. PAN
5. Proof of submission of IT Returns for last 3 financial years i.e.,2015-16, 2016-17& 2017-18.

Section G

General instructions to bidders.

Definitions:

1. **Tender call or invitation for bids**, means the detailed notification seeking a set of solution(s), service(s), materials or any combination of them.
2. **Specification** means the functional and technical specifications or statement of work, as the case may be.
3. **Firm** means a company, authority, co-operative or any other organisation incorporated under appropriate statute as is applicable in the country of incorporation.
4. **Bidder** means any firm offering the solution(s), service(s) and/or materials required in the tender call. The word bidder when used in the pre award period shall be synonymous with bidder and when used after award of the contract shall mean the successful bidder with whom TS MSIDC signs the contract for rendering of goods and services.
5. **Pre-qualification and Technical bid** means that part of the offer, that provides information to facilitate assessment by TSMSIDC, professional, technical and financial standing of the bidder and conformity to requirements.
6. **Financial Bid** means that part of the offer, that provides price schedule and total costs including taxes etc.
7. **Three-part Bid** means the pre-qualification bid, technical and financial bids and their evaluation is sequential.
8. **Two-part Bid** means the Technical bid and financial bids their evaluation is sequential.
9. **Composite bid** means a bid in which the technical and financial parts are combined into one but their evaluation is sequential.
10. **Goods and services** mean the solution(s), service(s), materials or a combination of them in the context of the tender call and specifications.
11. **The word goods** when used singly shall mean the hardware, firmware component of the goods and services.
12. **Maintenance period** means period mentioned in bid document for maintaining the systems beyond warranty period.
13. **Comprehensive Maintenance Contract (CMC)** means comprehensive maintenance of goods which will include maintenance services for goods including replacement of parts.

General Eligibility:

1. Subject to Pre-Qualification conditions, this invitation for bids is open to all firms both from within and outside India, who are eligible to do **business in India** under relevant Indian laws as are in force as on bid closing date.
2. Bidders marked/blacklisted/considered by APMSIDC/TSMSIDC to be ineligible to participate for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
3. Breach of any condition of bidding process may make a firm / bidder ineligible to participate in bidding process.

Bid forms and Language of Bid

1. Wherever a specific form is prescribed in the bid document, the bidder shall use the form to provide relevant information. If the form does not provide sufficient space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.
2. For all other cases the bidder shall design a form on its own to hold the required information.
3. Bids shall be prepared in English language only. All correspondence with purchase shall also be English language only. However, any printed material could be in any other language so long as accompanied by an English translation. For the purpose of interpretation, English translation shall prevail.

Cost of bidding

1. The bidder shall bear all costs associated with the preparation and submission of its bid, and TSMSIDC will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
2. Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.

Clarification of bidding documents

1. A prospective bidder requiring any clarification of the bidding documents may notify TSMSIDC contact person. Written copies of the TSMSIDC response (including an explanation of the query but without identifying the source of inquiry) will be published online.
2. The concerned person will respond to any request for clarification of bidding documents which it receives no later than bid clarification date mentioned in the notice prior to deadline for submission of bids prescribed in the tender notice. No clarification from any bidder shall be entertained after the close of date and time for seeking clarification mentioned in tender call notice. It is further clarified that TSMSIDC shall not entertain any correspondence regarding delay or non-receipt of clarification from TSMSIDC.

Amendment of bidding documents

1. At any time prior to the deadline for submission of bids, TSMSIDC, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment.
2. Amendments if any shall also be binding on all prospective bidders. Even those who have already received/down loaded the bidding documents.
3. **All the amendments will be notified online and also on TSMSIDC web site.**
4. In order to allow prospective bidders reasonable time to take the amendment into account in preparing their bids, the TS MSIDC, at its discretion, may extend the deadline for the submission of bids.

Period of validity of bids

1. Bids shall remain valid for the **days** or duration specified in the bid document under Section-C. A bid valid for a shorter period shall be rejected as non-responsive.
2. In exceptional circumstances, the TSMSIDC may solicit the bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitably extended. However, a bidder granting the request will not be permitted to modify its bid.

Submission of bids

- 1) The bidders who are desirous of participating in the bids shall submit their bids online on **e-procurement** platform only i.e. on <http://www.tender.telangana.gov.in>. They shall submit their Pre-qualification / Technical bids, Price bids etc., online as prescribed in the NIT and tender documents, displayed at above web site. The bidders should upload the scanned copies of all the relevant and required certificates, documents etc., in their e-bids on the above web site, in support of their Pre-qualification /technical bids. Before scanning and uploading the documents, the bidders shall sign on all the statements, documents, certificates, uploaded by them, owning responsibility for their correctness and authenticity.
- 2) All the bidders shall invariably upload the scanned copies of towards Tender processing fee and EMD in their e-bids on the above e-procurement platform and this will be the primary requirement to consider the bid as responsive.
- 3) Deleted
- 4) Deleted.

Deadline for submission of bids and hard copies

1. Deleted
2. Deleted.
3. Deleted.

Late bids and hard copies

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Modification and withdrawal of bids

1. The bidder may modify or withdraw its bid online before the bid closing date & time only and there after the bidder cannot modify or withdraw the bid. The TSMSIDC will not entertain any request in this regard.
2. No bid can be modified subsequent to the deadline for submission of bids.
3. No bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval will result in the forfeiture of its bid security (EMD).

General business information:

The bidder shall furnish general business information to facilitate assessment of its professional, technical and commercial capacity and reputation.

Bid security i.e. earnest money deposit ()

1. The bidder shall furnish, as part of its bid, a bid security for the amount specified in the tender call notice.
2. The bid security is required by TS MSIDC to:
 - a. assure bidder's continued interest till award of contract and
 - b. Conduct in accordance with bid conditions during the bid evaluation process.
3. The bid security shall be in Indian rupees and shall be either a Bank Guarantee(BG) or Demand Draft (DD) issued by any nationalised bank or scheduled commercial bank in India and having at least one branch office in Hyderabad.
4. The successful bidder, shall submit the original EMD to MD TSMSIDC at the time of concluding the agreement and furnishing the performance security,
5. The bid security may be forfeited:
 - a. if a bidder withdraws its bid during the period of bid validity or
 - b. in the case of a successful bidder, if the bidder fails:
 1. to sign the contract in time; or
 2. failsto furnish performance security in time.

Preparation of Pre-qualification / Technical bid

It shall contain of the following parts:

1. General business information
2. Turnover details
3. Major clients' details
4. Service centre details
5. Past performance details
6. Declaration Form
7. Financial Capacity of bidder
8. Bid security (EMD)
9. Technical documentation – confirmation to technical specifications etc.
10. Plan for in lab proof of concept, if required in tender call.
11. Plan for field demonstration if required in tender call
12. Detailed technical documentation, reference to various industry standards to which the goods and services included in bidder's offer conform, and other literature concerning the proposed solution. In particular, the bidders should identify areas in which their solution conforms to open standards and areas that are proprietary in nature. Justification about proprietary components in terms of functionality and performance should be given.
13. In the case of a bidder offering to supply goods under the contract which the bidder did not manufacture or otherwise produce, the bidder has been duly authorised by the good's manufacturer or producer to supply the goods in India. It will not apply when bid is open only to manufacturers.
14. A statement of the serviceable life of goods and services offered by the firm. Available sources of maintenance and technical support during the serviceable life. Available sources of spare parts, special tools, etc. Necessary for the proper and continuing functioning of the goods and services, for the serviceable life.
15. Any other information required as per bid document.

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G.16 Preparation of financial bid

Overview of financial bid

The financial bid should provide cost calculations corresponding to each component of the requirements.

1. Bid prices:

- a.** The bidder shall indicate the unit prices and the total bid price of the goods/services it proposes to supply under the contract as per Format. Bid prices shall be rounded off to nearest rupee.
- b.** The bidder shall indicate Basic Prices and taxes, duties etc. (if required) in the form prescribed on eProcurement Platform
- c.** Bidder's separation of price components will be solely for the purpose of facilitating the comparison of bids by TS MSIDC and will not in any way limit the purchaser's right to contract on any of the terms offered.
- d.** Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account unless otherwise specified in the tender call. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- e.** However, variation in GST from the date of filing bid up to the period of contract, will be adjusted accordingly. Hence Bidder must specify the value of GST, as the case may be, which has been included in the bid price.

2. Bid currency: Prices shall be quoted in Indian rupees.

Section H

Standard procedure for opening and evaluation of bids

Outline of bid Opening procedure

1. The bid opening and evaluation process will be sequential in nature. It means that bidder must qualify in a particular stage to make him eligible for evaluation in next stage. Immediately after the closing time, the TSMSIDC shall open the Pre-qualification / technical bids and list them for further evaluation. After completion of pre-qualification / technical bids evaluation, the financial bids of those bidders will be opened who are qualified in technical evaluation.
2. The Status of bid evaluation and other related information will be updated on line as well as on TSMSIDC web site periodically. The participating bidders are advised to view the status online and on TSMSIDC web site.
3. The standard procedure, described here will stand appropriately modified, in view of special procedures of bid evaluation as mentioned in tender call or elsewhere in this bid document or as decided by TSMSIDC during the course of evaluation to meet any specific situation or need arising from time to time.

General guidelines for bid opening and evaluation

Bids will be in three parts (pre-qualification, technical and financial) or two parts (Technical and financial) as indicated in the tender call. For three part bids there will be three bid opening events, in two part bid there will be two bid opening events. Following guidelines will generally be followed by TSMSIDC officers at each such event. However, TSMSIDC may deviate from these in specific circumstances if it feels that such deviation is unavoidable, or will improve speed of processing.

1. Opening of bids

- a. The pre-qualification bids /Technical Bids will be opened on line on e-procurement platform as per the schedule specified in the NIT / Bid Document or its amendment thereon.
- b. After opening of the Pre-Qualification / Technical bids, the bidders will be informed of the deficiency if any or if any clarification is needed for which the bidder has to attend forthwith else the bids may be disqualified and no representations will be entertained in this regard. The decision of TSMSIDC will be final.
- c. The Price bids of those bidders will be opened on line on e-procurement platform who qualify the stages of Pre-qualification stage and Technical qualifications stage.
- d. The Price bids of those bidders will be not be opened on line on e-procurement platform who do not qualify the stages of Pre-qualification stage / Technical qualifications stage.

2. Preliminary examination of Bids:

1. Preliminary scrutiny will be made 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 bids are generally in order.
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 and quantity shall prevail and the total price shall be corrected accordingly. If the vendor does not accept the correction of the errors, its bid will be rejected and its bid security may be forfeited. If there is a discrepancy between words and figures, the text in words will prevail.
3. TSMSIDC may waive any minor informality, nonconformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
4. Prior to the detailed evaluation, TSMSIDC will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations.
5. If a bid is not substantially responsive, it will be rejected by the TSMSIDC and may not subsequently be made responsive by the bidder by correction of the nonconformity.

3. Clarification of bids

During evaluation of the bids, TSMSIDC may, at its discretion, ask the bidder, in writing, for clarification of its bid. However, no change in price or substance of the bids shall be sought, offered or permitted.

4. Evaluation of Pre-qualification / Technical Bids

- Pre – qualification / technical bid documentation shall be evaluated in two sub-steps.
- a. Firstly, the documentation furnished by the bidder will be examined prima facie to see if the technical skill base and financial capacity and other bidder attributes claimed therein are consistent with the needs of the purchaser.
 - b. In the second step, TSMSIDC may ask bidder(s) for additional information, visit to bidders site and/or arrange discussions with their professional, technical faculties / technical verification of samples quoted by the bidder to verify claims made in technical bid documentation.

5. Evaluation of Technical Bids

Technical bid documentation shall be evaluated in two sub-steps.

- a. Firstly, the documentation furnished by the vendor will be examined prima facie to see if the offer made, technical skill base and financial capacity and other vendor attributes claimed therein are consistent with the needs of the purchaser.

- b. In the second step, TS MSIDC may ask vendor(s) for additional information, visit to vendors site, ask for demonstration of products offered and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation.

6. In lab proof of concept

In case in Lab proof of concept is required by User, the same may be organised either in TSMSIDC or in the bidder's lab by mutual discussion. In case it is organised in TSMSIDC office/lab, TS MSIDC would make available generic hardware for this purpose. Application specific hardware and software will have to be brought in by the bidder.

7. Field demonstration

The bidder, on demand, shall demonstrate functional requirements of the goods/services as described in the specifications. The demonstration site will be decided by TSMSIDC.

8. Evaluation of financial bids

Financial bids of those bidders who satisfy all phases of the pre-qualification / technical Bid and technical verification of samples will only be opened. All other financial bids will be ignored. TSMSIDC may at its discretion, discuss with bidder(s) available at this stage to clarify the contents of financial offer. However, bidders may note that there will not be any post tender financial negotiations. However, price bids of the bidders may be compared with the price finalized by other Government Agencies and in case, bid price is higher, bidder may be asked to match the lower price.

9. Evaluation and comparison of financial bids

1. Evaluation of financial bids will exclude and not take into account any offer not asked for or not relevant to the present requirements of the user.
2. Evaluation of financial bid will take into account, in addition to the total purchase price (Inclusive of basic price and taxes etc.
3. Deleted
4. Deleted.
5. Past track record of bidder in supply/ services and
6. Any other specific criteria indicated in the bid document and/or in the specifications.
7. **Representations Related to arrival of L1 with other criteria shall not be entertained.**

Performance and productivity of the equipment

Bidders shall state the guaranteed performance or efficiency in response to the specifications.

Contacting TSMSIDC

1. Bidder shall not approach TSMSIDC officer(s) outside of office hours and / or outside TS MSIDC office premises, from the time of the tender call notice to the time the contract is awarded.
2. Any effort by a bidder to influence TSMSIDC officer(s) in the decisions on bid evaluation, bid comparison or contract award may result in rejection of the bidder's offer

and bidder may also be marked as ineligible for future bids. If the bidder wishes to bring additional information to the notice of the TS MSIDC, it should do so in writing only.

H.5. TS MSIDC' right to vary quantities at the time of award

This tender is for Rate Contract. TS MSIDC reserves the right at the time of award to increase or decrease the quantity, as indicated in tender call, from the quantity of goods and services originally specified in the specification without any change in unit price or other terms and conditions. Purchase orders will be placed from time to time based on actual requirement at the rate finalized and services originally specified in the specification without any change in unit price or other terms and conditions.

H.6. TS MSIDC' right to accept any bid and to reject anyone or all bids.

TS MSIDC reserves the right to accept or reject any bid or annul the entire bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

Notification of award

1. Prior to expiration of the period of bid validity, TSMSIDC will notify the successful bidder in writing, that its bid has been accepted. Upon the successful bidder's furnishing of performance security, TS MSIDC will promptly notify each unsuccessful bidder and will discharge its bid security.
2. **L2 Bidder may also be considered as per requirement for about 40% of the total requirement in the tender quantity if L2 bidder matches to L1 Price, provided that the L2 price is not more than 10% that of L1 price.**
3. **In the above case the bidder should give their consent for matching L1 price within (3) days of opening of price bids. Subsequent plea will not be considered.**

Signing of contract

At the same time as the TS MSIDC notifies the successful bidder that its bid has been accepted, the TS MSIDC will send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties. On receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to the TSMSIDC.

Performance security

On receipt of notification of award from the TSMSIDC, the successful bidder shall furnish the performance security in accordance with the conditions of contract, in the performance security form provided in the bidding documents or in another form acceptable to the TSMSIDC. Failure of the successful bidder to sign the contract, proposed in this document and as may be modified, elaborated or amended through the award letter, shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the TSMSIDC at its discretion, may make the award to another bidder or call for new bids.

Corrupt, fraudulent and unethical practices

TSMSIDC will reject a proposal for award and also may debar the bidder for future tenders in TSMSIDC, if it determines that the bidder has engaged in corrupt, fraudulent or unethical practices in competing for, or in executing a contract. Here:

- a. "Corrupt practice" means the offering, giving, receiving or soliciting directly or indirectly, of anything of value to influence the action of a public official in the process of contract evaluation, finalization and or execution and
- b. "fraudulent practice" means an act or omission or misrepresentation of facts in order to influence a procurement process or the execution of a contract to detriment of the purchaser, 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 Purchaser of the benefits of free and open competition,
- c. "Unethical practice" means any activity on the part of bidder by which bidder tries to circumvent tender process in any manner. Unsolicited offering of discounts, reduction in financial bid amount, upward revision of quality of goods etc., after opening of first bid will be treated as unethical practice.

Section I
General conditions of proposed contract (GCC)

Definitions:

In this contract, the following terms shall be interpreted as indicated. Terms defined in general instructions to bidder's section shall have the same meaning.

- a. **"Bidder or Supplier or Bidder"** means the individual or firm supplying the goods and or services under this contract.
- b. **"Contract"** means the agreement entered into between the TSMSIDC and the bidder, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- c. **"Contract price"** means the price payable to the bidder under the contract for the full and proper performance of its contractual obligations;
- d. **"Day"** means calendar day.
- e. **"Down time"** means the time period when specified services with specified technical and service standards are **not** available to user(s). More details below.
- f. **"Goods"** means all the equipment and/or other materials which the supplier is required to supply to the purchaser under the contract
- g. **"GCC"** means the general conditions of contract contained in this section.
- h. **"Incidental services or Services"** means those services ancillary to the supply of the goods and services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, training manuals and other such obligations of the bidder covered under the contract;
- i. **"Purchaser/ User"** means TS MSIDC or ultimate recipient of goods and services
- j. **"Project site"**, where applicable, means the place(s) where goods/services are to be made available to user.
- k. **"SCC"** means the special conditions of contract if any.
- l. **"Undependable Supplier"** means any Supplier who do not accept the purchase order or who delays the supply of required quantities beyond the permitted delays under the contract
- m. **"Up time"** means the time period when specified services with specified technical and service standards are available to user(s). More details below.
- n. **"Down Time"** as the time during which the systems and/or services running on it are not available or are deemed to be not available to the users in part or full due to any non – functioning, repairs / problems/failure of support equipment etc. The downtime will be counted from the time problem is reported to the bidder electronically or telephonically or online or by any other means till problem is solved / rectified to the satisfaction of user. Penalty shall be applicable once the admissible down time is crossed as per bid conditions.

Example of down time:

- (a) If complaint is made at 6.00 PM and equipment is restored at 11.00 AM of next day, down time will be 17 hours. (6.00 PM to 12.00 Mid Night. Mid Night to 11.00 AM)
- (b) If CVT attached to equipment is down and equipment could not be used due to that, both equipment as well as CVT shall be deemed down.

Calculation of Up time for each equipment:

(No. Hours in 3 months – Down time in hours in 3 months)X100/ (No. of hours in 3 months period)

Application

These general conditions shall apply to the extent that they are not superseded by provisions of other parts of the contract.

Standards

The goods supplied under this contract shall conform to the standards mentioned in the specifications, and, when no applicable standard is mentioned, the authoritative standards appropriate to the goods' country of origin shall apply. Such standard shall be the latest issued by the concerned institution.

Use of documents and information

1. The bidder shall not, without prior written consent from TSMSIDC, disclose/share/use the bid document, contract, or any provision thereof, or any information furnished by or on behalf of the TSMSIDC in connection therewith, to any person other than a person employed by the bidder in the 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.
2. The Bidder shall not, without prior written consent of TSMSIDC, make use of any document or information made available for the project, except for purposes of performing the Contract.
3. All project related document (including this bid document) issued by TSMSIDC, other than the contract itself, shall remain the property of the TSMSIDC and shall be returned (in all copies) to the TSMSIDC on completion of the bidder's performance under the contract if so required by the TSMSIDC.

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Performance security

1. On receipt of notification of award, the Bidder shall furnish performance security to TS MSIDC in accordance with bid document requirement.
2. Performance security shall be liable for forfeiture by TSMSIDC for the supplier's failure to complete its obligations under the contract or purchase order.
3. The performance security shall be denominated in Indian rupees or in a freely convertible currency acceptable to TS MSIDC and shall be in one of the following forms:
 - a. A bank guarantee or Demand Draft (DD), issued by a reputed bank located in India with at least one branch office in Hyderabad, in the form provided in the bidding document or another form acceptable to the TS MSIDC; or
 - b. A cashier's cheque or banker's certified cheque or crossed demand draft or pay order drawn in favour of the TS MSIDC.
4. The performance security will be discharged by the TS MSIDC and returned to the Bidder not later than thirty (30) days following the date of completion of all formalities under the contract and if activities, post warranty, by the Bidder is envisaged, following receipt of a performance guarantee for annual maintenance as per bid document.
5. In the event of any contract amendment, the bidder shall, within 15 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the balance duration of the Contract.

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Inspection and acceptance tests

1. Inspection and tests prior to shipment of Goods and at final acceptance are as follows:
 - a. Inspection of the goods shall be carried out to check whether the goods are in conformity with the specifications mentioned in the bid document. Following broad test procedure will generally be followed for inspection and testing. The bidder will dispatch the goods to the ultimate consignee after internal inspection testing along with the supplier's inspection report, manufacturer's warranty certificate. The TS MSIDC will test the equipment after completion of the installation and commissioning at the site of the installation. (If site preparation is not included in the tender call or specification, the bidder should furnish all details of the site requirement to the TS MSIDC sufficiently in advance so as to get the works completed before receipt of the equipment.)
 - b. The Inspections and tests, at the discretion of TS MSIDC, may be conducted on the premises of the Bidder or its subcontractor(s), at point of delivery, and / or at the good's final destination. If conducted on the premises of the Bidder or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the TS MSIDC.
 - c. Should any inspected or tested goods fail to conform to the specifications the TS MSIDC may reject the goods, and the bidder shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to the TS MSIDC/user.
 - d. TS MSIDC's right to inspect, test and, where necessary reject the goods after the goods' arrival at user's site shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the TS MSIDC or its representative prior to the goods shipment.
 - e. Nothing in this clause shall in any way release the bidder from any warranty or other obligations under this contract.
 - f. The acceptance test will be conducted by the TS MSIDC, their consultant or any other person nominated by the TS MSIDC, at its option. There shall not be any additional charges for carrying out acceptance tests. Any reduction in functional requirements, and performance specifications shall be ground for failure. Any malfunction, partial or complete failure of any part of goods, hardware, firmware or excessive heating of hardware enclosures or bugs in the software shall be grounds for failure of acceptance test. All the software should be complete and no missing modules / sections will be allowed. The bidder shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the TS MSIDC, the successful completion of the test specified.
 - g. In the event of the goods failing to pass the acceptance test, a period not exceeding 15 days will be given to rectify the defects and clear the acceptance test, failing which the TS MSIDC reserves the rights to get the equipment replaced by the bidder at no extra cost to the TS MSIDC/user within 15 days failing which, penalty shall apply for delay in replacement at the rate applicable for delayed delivery.

Acceptance certificates

On successful completion of acceptability test, receipt of deliverables etc., and after TS MSIDC is satisfied with the working of the system, the acceptance certificate signed by the bidder and the representative of the TS MSIDC/User will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.

Packing

1. The bidder shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
2. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the TS MSIDC.

Delivery and documents

1. Delivery of the goods/services shall be made by the bidder in accordance with the terms specified in the Schedule of requirements. The details of shipping and / or other documents to be furnished and submitted by the bidder are specified below.

For Goods from within India:

Upon delivery of the goods to the user, the bidder shall notify the TS MSIDC and mail the following documents to the TS MSIDC:

1. Four copies of the Bidder invoice showing goods description, quantity, unit price total amount;
2. Delivery note, or acknowledgement of receipt of goods from the user;
3. Manufacturer's or Supplier's warranty certificate;
4. Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report;
5. Certificate of Origin;
6. Insurance policy;
7. Excise gate pass, Octroi receipts wherever applicable duly sealed indicating payments made; and

The above documents shall be received by the TS MSIDC before arrival of the Goods (except deliver note and where it is handed over to the user with all documents) and if not received, the bidder will be responsible for any consequent expenses.

Insurance

It is suggested that the goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage during transportation, storage, and delivery up to user site. The insurance should be for replacement value from "Warehouse to warehouse (final destination)" on "All Risks"

Transportation

Transport of the goods to the project site(s) shall be arranged by the bidder at his cost.

Goods Installation

The bidder is responsible for all unpacking, assemblies, wiring, installations, cabling between goods units and connecting to power supplies. The bidder will test all hardware operations and

accomplish all adjustments necessary for successful and continuous operation of the goods at all installation sites.

Incidental services

The Bidder may be required to provide any or all the following services, including additional services:

1. Supervision or maintenance and/or repair of the supplied goods and services, for a period of time agreed by the parties, provided that this service shall not relieve the Bidder of any warranty obligations under this Contract, and
 2. Training of TS MSIDC and/or its user organisation personnel, at the TS MSIDC/User site, in using goods.
- Prices charged by the Bidder for the preceding incidental services, if any, should be indicated separately (if required), and same will be mutually negotiated separately.

Spare parts

1. The Bidder may be required to provide any or all of the indicated spare parts, materials, notifications and information pertaining to spare parts manufactured or distributed by the Bidder.
2. Such spare parts as the TS MSIDC may elect to purchase from the Bidder, provided that this election shall not relieve the Bidder of any warranty obligations under the contract and
3. In the event of termination of production of the spare parts, an advance notification to the TSMSIDC of the pending termination, in sufficient time to permit the TSMSIDC to procure needed requirements and
4. The Bidder shall ensure availability of spares in stock at his nearest service centre for immediate delivery such spare parts as: (a) are necessary for a minimum of 7 years of operation after installation at the Purchaser's sites (b) are necessary to comply with bid requirements.

Warranty

1. The Bidder warrants that the goods and services supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Bidder further warrants that all goods and services supplied under this contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Bidder that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
2. The warranty period shall be as stated in bid document. The Bidder shall, in addition, comply with the performance guarantees specified under the contract. If, for reasons attributable to the Bidder, these guarantees are not attained in whole or in part, the Bidder shall, make such changes, modifications, and/or additions to the goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expenses and to carry out further performance tests.
3. The equipment supplied should achieve required up time.
4. TS MSIDC/user shall promptly notify the Bidder in writing of any claims arising under this warranty.
5. Upon receipt of such notice/complaint, the Bidder shall, within the period specified in GCC if any and with all reasonable speed, repair or replace the defective goods and services or parts thereof, without costs to the user so as to achieve required up time.
6. If the Bidder, having been notified, fails to remedy the defect(s) within a reasonable period, the TS MSIDC/user may proceed to take such remedial action as may be

necessary, at the bidder's risk and expense and without prejudice to any other rights which the TS MSIDC /user may have against the Bidder under the contract.

Warranty and Maintenance service

1. Free maintenance services including all spares shall be provided by the bidder during the period of warranty. User, at its discretion may ask the bidder to provide comprehensive maintenance services (Which will include spare parts) after warranty period, i.e. comprehensive annual maintenance and repairs of the system at the rates indicated by bidder in its proposal and on being asked so, the bidder shall provide the same. The cost of annual maintenance and repairs cost (after warranty period), which will include cost of spares replaced, shall be paid in equal half yearly instalments at the end of each half year.
2. The maximum response time for maintenance complaint from any of the destination (i.e. time required for supplier's maintenance engineers to report to the installations after a request call is made or letter is written) shall not exceed 48 hours.
3. The bidder will accomplish preventive maintenance as per manufacturer guidelines and breakdown maintenance activities to ensure that all goods perform their functions without defect or interruption for at least required up time.
4. In case up time is less than the stipulated up time, the penalty as indicated in the bid document shall be imposed on the bidder.
5. The amount of penalty if any, will be recovered at source from the Performance security during the warranty period or from Performance security submitted for maintenance period or from maintenance charges payable or both, during maintenance period.

Payment

1. The bidder's request(s) for payment shall be made to the purchase order issuing authority in writing, accompanied by an invoice describing, as appropriate, the goods/service delivered/ performed.
2. Payment schedule will be as indicated in Bid document.
3. Payments shall be made promptly by the TSMSIDC, but in no case later than (30) days after submission of a valid invoice or claim by the bidder.
4. The currency of payment will be Indian rupees.
5. The annual maintenance and repair cost as per separate agreement if any, shall be paid in equal half yearly instalments at the end of each half year as per the rates quoted and agreed.

Prices

Prices charged by the Bidder for goods delivered and services performed under the contract shall not vary from the prices quoted by the Bidder in its bid, with the exception of any price adjustments authorised in special conditions of contract or in the request for bid validity extension, as the case may be.

The Bidder shall not charge a higher price to TSMSIDC than the price charges or quotes to any other Govt. organization or to a private Agency during the validity period of Rate Contract. If it is found that the firm has quoted a lower rate in another tender for another organization in the country and that it has not passed on the benefit of the lower rate to TSMSIDC, the differential amount will be deducted from the bills of the Firm. Further such firms will be blacklisted for a period of 2 years.

The quantity mentioned in bid is only indicative and actual requirement may increase or decrease. The Rates shall not vary with the quantum indicated in order during the validity period.

Bidders shall not quote unreasonably high prices. In case the quoted price/prices is/are unreasonably high then the TSMSIDC reserves the right to disqualify such bidder(s) to participate in future tenders invited by TSMSIDC.

The bidder should supply the items as per the quoted Unit Rate for the Rate Contract period. If the bidder does not supply any quoted item during the entire period of Rate Contract after finalization of price, the bidder will be blacklisted for 3 years and the EMD/Performance Security will be forfeited. The prices quoted in the financial bid are final. TSMSIDC will not entertain any sort of issues regarding price variation.

Change orders

TSMSIDC may, at any time, by written order given to the Bidder, make changes within the general scope of the Contract in any one or more of the following:

1. Drawing, designs, or specifications, where Goods to be supplied under the Contract are to be specifically manufactured for the TS MSIDC;
2. The method of shipment or packing;
3. The place of delivery and/or the services to be provided by the Bidder.
If any such change causes an increase or decrease in the cost of, or the time required for, the bidder's performance of any provisions under the contract, an equitable adjustment by mutual agreement shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any claims by the Bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the Bidder's receipt of the change order.

Contract amendment

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

Assignment

The Bidder shall not assign, in whole or in part, its obligations to perform under this Contract, except with the prior written consent from TS MSIDC.

Subcontracts

The Bidder shall not sub-contract in whole or in part, its obligations to perform under this Contract, except with the prior written consent from TSMSIDC. Such sub-contracting shall not relieve the Bidder from any liability or obligation under the contract. Subcontract shall be only for bought-out items and sub-assemblies only.

Delays in the supplier's performance

1. Delivery of the Goods and performance of the services shall be made by the Bidder in accordance with the time schedule specified by the TS MSIDC in the specifications.
2. If at any time during performance of the Contract, the Bidder or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the Bidder shall promptly notify the TS MSIDC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the bidder's notice, TS MSIDC shall evaluate the situation and may at its discretion extend the Bidder's time for performance, with or without liquidated damages.

3. A delay by the Bidder in the performance of its delivery obligations shall render the bidder liable to the imposition of appropriate liquidated damages, unless an extension of time is agreed upon by TS MSIDC without liquidated damages.

Liquidated damages/Penalty

If the Bidder fails to deliver any or all of the goods or fails to perform the services within the time period(s) specified in the Contract, the TS MSIDC shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages/Penalty, a sum equivalent to, as per the terms indicated in the bid document, until actual delivery or performance, subject to maximum limit. Once the maximum is reached, contract shall be deemed cancelled unless it is revived, on written request from bidder, by TSMSIDC with or without penalty and conditions.

Termination for default

1. The TS MSIDC, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, may terminate the Contract in whole or in part:
 - a. If the Bidder fails to deliver any or all of the Goods/services within the time period(s) specified in the contract, or within any extension of time thereof granted by the TS MSIDC or
 - b. If the Bidder fails to perform any other obligation(s) under the Contract or
 - c. If the Bidder, in the judgement of the TS MSIDC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
2. In the event the TS MSIDC terminated the contract in whole or in part, TS MSIDC may procure, upon such terms and in such manner as it deems appropriate, goods or services similar to those undelivered, and the Bidder shall be liable to the TS MSIDC for any excess costs for such similar goods or services. Such excess cost shall be recoverable from payment any payable to supplier under this contract or any other contract or from Security deposit or from both. However, the Bidder shall continue performance of the contract to the extent not terminated.
3. If contract is terminated, in part or whole, for default of supplier, the security deposit shall be liable for forfeiture and bidder will also be liable for blacklisting.

Force majeure

1. The Bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the TS MSIDC in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
3. If a Force Majeure situation arises, the Bidder shall promptly notify the TSMSIDC in writing of such condition and the cause thereof. Unless otherwise directed by the TS MSIDC in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Termination for insolvency

TSMSIDC, may at any time terminate the contract by giving 30 days'' written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the TS MSIDC.

Termination for convenience

1. TS MSIDC, may at any time by giving 30 days'' written notice to the Bidder, terminate the Contract, in whole or in part, for its convenience. The notice of termination shall specify that termination is for the TSMSIDC/Purchaser''s convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
2. The goods that are complete and ready for shipment within thirty (30) days after the bidder''s receipt of notice of termination shall be accepted by the TS MSIDC at the contract terms and prices. For the remaining Goods, the TS MSIDC may elect to have any portion completed and delivered at the contract terms and prices at its discretion.

Resolution of disputes

2. The TS MSIDC and the Bidder 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.
3. If, after thirty (30) days from the commencement of such informal negotiations, the TS MSIDC and the Bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified here in. These mechanisms may include, but are not restricted to, conciliation mediated by a third party.
4. The dispute resolution mechanism shall be as follows:
 - a. In case of a dispute or difference arising between the TS MSIDC and the Bidder 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, of India, 1996.
 - b. Each party shall have the right to appoint one arbitrator and the third arbitrator shall be appointed by Indian Council of Arbitration.
 - c. The arbitration proceedings shall be conducted at Hyderabad in English language.
 - d. The award given by arbitrators shall be final and binding on the parties.

Governing language

The contract shall be written in English. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in same languages.

Applicable law

The contract shall be interpreted in accordance with appropriate Indian laws. The competent court of jurisdiction shall be High Court of AP and TS.

Notices

1. Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by email or facsimile and confirmed in writing to the other party''s address.
2. A notice shall be effective when delivered or tendered to other party whichever is earlier.

Taxes and duties

The bidder shall be entirely responsible for all taxes, duties, license fee, Octroi, road permits etc. Incurred until delivery of the contracted Goods/services at the site of the user or as per the terms of tender document if specifically mentioned. Income Tax deduction at source will be done at the time of payment being made to Bidder.

Licensing considerations

Deleted

Protection against damages due to site conditions:

1. Deleted

Fail-safe procedure

Deleted.

Training:

Deleted

Site Preparation and Installation:

The Purchaser is solely responsible for the construction of the installation sites except where it is specifically required under bid document. The bidder will inform the User well in advance the requirements of site along with drawings for installation of goods. He shall also perform a site to verify the appropriateness of the sites before the installation of every good.

Patent Rights:

Deleted

1. A certificate of purchase copy from manufacturer should be enclosed along with the invoice, delivery challan, installation report at the time supply.
2. SSI units will be physically verified (factory visit) by the team of members from TSMSIDC.

J. Special conditions

1. In case of conflict, the provisions of this section shall OVER RIDE provisions indicated elsewhere in the bid document.
2. The purchaser has reserves the right to renegotiate the price with the rate contract holders. In case the price quoted by the lowest responsive bidder (L1) is not reasonable and acceptable, the price shall be negotiated with L1 only and if it reduces the price to the desired level, rate contract shall be concluded with L1 Bidder.
3. Purchase orders will be placed with a definite quantity of goods in the name of selected bidder. The bidders shall supply the same along with all other conditions following the rate contract terms.
4. The Purchaser shall entitled to place supply orders upto the last day of the validity of the rate contract and, though supplies against such supply orders will be effected beyond the validity period of the rate contract, all such supplies will be guided by the terms & conditions of the rate contract.
5. Parallel Rate Contracts: In case, if a single supplier does not have enough capacity to supply the entire demand of an item or more, the purchaser shall enter into rate contract with the different suppliers who participated in the tenders for the same items with identical rate, terms and conditions of L1.
6. If the rate contract holder reduces its price or sells or even offers to sell the rate contract goods following conditions of sale similar to those of rate contract, at a price lower than the rate contract price to any other person or organization during the validity period of rate contract, the rate contract price shall be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract shall amended accordingly. If any such reduced differences noticed later, the variations shall be recovered from rate contract holder with effect from the retrospective date

Bid letter

From:
(Registered name and address of the bidder.)

Date:

To:
Managing Director,
TS Medical Services & Infrastructure Development Corporation (TS MSIDC)
DM&HS Office Campus, Sultan Bazar, Hyderabad. 500 019

Sir,

Having examined the bidding documents and amendments there on, we the undersigned, offer to provide goods/services/execute the works including supply, delivery and installation of goods in conformity with the terms and conditions of the bidding document and amendments there on, for the following project in response to your tender call No....., dated

Project title:

If our bid is accepted, we undertake to;

1. provide goods/services/execute the work according to the time schedule specified in the bid document,
2. obtain the performance guarantee of a bank in accordance with bid requirements for the due performance of the contract during warranty/maintenance period, and
3. Agree to abide by the bid conditions, including pre-bid meeting minutes if any, which remain binding upon us during the entire bid validity period and bid may be accepted any time before the expiration of that period.
4. We undertake that in competing for the (and if the award is made to us, in execution) the contract, we will strictly observe the laws against fraud and corruption in India like but not limited to "The Prevention of Corruption Act 1988"
5. We understand that until formal contract is signed and executed, this bid and your notification of award shall constitute a binding contract between us.
6. We understand that you are not bound to accept the lowest or any bid you may receive, nor to give any reason for the rejection of any bid and that you will not defray any expenses incurred by us in bidding.
7. We hereby nominate. Mr/Mrs....., (with complete contact details) with mobile number..... and e-mail ID....., responsible for dealing with this tender process.

Place:
Date:

Bidder's signature and seal.

Contract form

THIS AGREEMENT made the day of..... (Year). Between the Telangana State Medical Services and Infrastructure Development Corporation (hereinafter “the TS MSIDC”) of one-partand..... (Name of Bidder) of..... (City and Country of Bidder) (hereinafter “theBidder”) of the other part:

WHEREAS theTSMSIDC is desirous that certain goods, solution, service and materials, as described in the bid document and briefly outlined below, should be provided by the Bidder.

Date of tender call:

Title of the project:

Brief outline of the work:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this agreement words and expression shall have the same meanings as are respectively assigned to them in the bid document referred to.

The following documents shall be deemed to form and be read and construed as part of this Contract, viz.

1. Bid document(s)
2. Pre - bid conference minutes if any,
3. Clarification on bid document issued if any,
4. TS MSIDC notification of award.

In case of conflict among documents mentioned above, the documents mentioned above in reverse order will prevail over other documents.

In consideration of the payments to be made by the TS MSIDC to the Bidder as hereinafter mentioned, the Bidder hereby covenantswith theTSMSIDC to provide the goods and services (solution, service and materials) and to remedy defects therein in conformity, in all respects, with the provisions of the contract.

The TS MSIDC hereby covenants to pay the Bidder 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 Bidder are as under:

Solution, service or material	Quantity	Unit price	Total Amount	Remarks

IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year above written.

Signed, and delivered by

Signed, and delivered by

For the Bidder.

For TS MSIDC

Bidder's common seal:

TS MSIDC common seal:

Place:

Place:

Date:

Date:

In the presence of:

Witness 1:

Witness 2:

Annexure-1
Schedule of Requirements

S. No	Name of the item	T Qty	P2 Qty	EMD in Rs.	Average Turnover in Rs.
1	Cots for Adult Patient	3000	300	5,33,700	1,77,90,000
2	Cots for Paediatric Patient	700	70	1,39,650	46,55,000
3	Cots for Attendant with Mattresses	100	10	18,600	6,20,000
4	Cots for Students (Hostel)	1000	100	1,90,800	63,60,000
5	IV Stand (Saline Stand)	3000	300	1,40,760	46,92,000
6	Attendant Stool for Patient (Four Legs)	2500	250	1,00,500	33,50,000
7	Revolving Stool	1400	140	89,502	29,83,400
8	Bed side locker Basic Model	1900	190	2,38,716	79,57,200
9	Bed side Screens	300	30	21,780	7,26,000
10	Delivery table fixed (Labor Table)	50	10	29,550	9,85,000
11	Patient Examination Table	250	25	68,483	22,82,750
12	Gyn/ Obsteric Examination Table along with Mattress	40	10	23,640	7,88,000
13	Foot Steps (Double Steps)	260	26	21,902	7,30,080
14	Wheel Chair fixed	430	43	78,819	26,27,300
15	Stretcher on Trolley	400	40	1,17,600	39,20,000
16	Medicine Cabinet	30	10	16,920	5,64,000
17	Instrument Cabinet	40	10	19,320	6,44,000
18	Almarah with Acrylic door Full Size	100	10	45,600	15,20,000
19	Almarah with Acrylic door Small Size	25	10	10,050	3,35,000
20	Almirah Steel Full Size	440	44	1,51,866	50,62,200
21	Almariah Steel Small Size	25	10	5,310	1,77,000
22	Almirah Double Door Full Size with Dual Lock & Vertical Partition for students	25	10	13,448	4,48,250
23	Almirah Full Size with Dual Lock & Horizontal Partition for students	25	10	17,258	5,75,250
24	Lockers 8 in 1	80	10	34,975	11,65,840
25	Table (Office Table Big size)	320	32	1,02,720	34,24,000
26	Table (Office Table Small size)	150	15	31,950	10,65,000
27	Computer Table (Single Seater)	200	20	45,300	15,10,000
28	Student Study table	300	30	55,800	18,60,000
29	Student Exam hall Table	100	10	9,420	3,14,000
30	Dining Table	40	10	11,641	3,88,040
31	Library Table	60	10	10,280	3,42,660
32	High back Revolving Chairs for Officers	320	32	65,568	21,85,600
33	Computer Chairs (Revolving high back)	300	30	47,700	15,90,000
34	S Type Chair without arm	80	10	5,376	1,79,200

S. No	Name of the item	T Qty	P2 Qty	EMD in Rs.	Average Turnover in Rs.
35	S Type Chairs with arm	1500	150	1,08,900	36,30,000
36	Plastic Chairs (Stackable)	100	10	2,457	81,900
37	KMC Chair	10	10	379	12,640
38	Demo Room chair with writing pad	100	10	9,855	3,28,500
39	Dining Chair	200	20	15,600	5,20,000
40	Open racks	400	40	61,956	20,65,200
41	Store room material shifting trolley	10	10	4,560	1,52,000
42	Medicine Dispensing Table	10	10	1,226	40,880
43	Lecture hall Dual Desk bench for (2) students	150	15	27,900	9,30,000
44	3 Sear Visitor Chairs Model-I	50	10	11,822	3,94,050
45	3 Sear Visitor Chairs Model-II	10	10	1,950	65,000
46	3 Sear Visitor Chairs Model-III	30	10	4,396	1,46,520

Annexure 2

Installation/Acceptance Certificate (On letter head of Bidder)

1	Hospital name:			5	Invoice No/Date:	
2	Department Name:			6	Dc No/Date:	
3	Supplier Name:			7	Installation Date	
4	Po. No/Date:					

Sl. No.	Name of Equipment	Qty	Make	Model	Equipment Sl. No.	Warranty date	
						From	To

Remarks:

1	Signature of Head of Dept			6	Signature of Service Engineer:	
2	Doctor Name:			7	Service Engineer Name:	
3	Designation:			8	Designation:	
4	Department:			9	Mobile No.:	
5	Mobile No:			10	Service centre address :	

Certified by the Medical Superintendent:
Date and office seal:

Annexure 3

Bid security (EMD) form

Bid Security (i.e E.M.D) shall be paid electronically through Net Banking/ RTGS/ NEFT/ Credit Card/Debit Card only from any Nationalized Commercial bank to be credit in Govt. Pool Account

To,
Managing Director,
TS MSIDC, Hyderabad
(To be issued by a bank scheduled in India and having at least one branch in Hyderabad)

Whereas..... (Here in after called “the Bidder”) has submitted its bid dated..... (Date) for the execution of (Here in after called “the Bid”)

~~KNOW ALL MEN by these presents that WE of having our registered office at..... (hereinafter called the “Bank”) are bound unto the Telangana State Medical Services and Infrastructure Development Corporation (hereinafter called “The TS MSIDC”) in the sum of for which payment well and truly to be made to the said TS MSIDC, the Bank binds itself, its successors and assignees by these presents.~~

~~The conditions of this obligations are:~~

- ~~1. If the bidder withdraws its bid during the period of bid validity or~~
- ~~2. If the bidder, having been notified of the acceptance of its bid by the TS MSIDC during the period of bid validity:~~
 - ~~a. fails or refuses to execute the contract form if required; or~~
 - ~~b. fails or refuses to furnish the performance security, in accordance with the bid requirement;~~

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

~~This guarantee will remain in force up to and including 45 days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date i.e. up to(Date)~~

Place:
Date:

Signature of the Bank
And seal.

Annexure 4
Performance security form

(To be issued by a bank scheduled in India and having at least one branch in Hyderabad)

To,
Managing Director,
TS MSIDC, Hyderabad

WHEREAS..... (Name of Bidder) hereinafter called “the Bidder” has undertaken, in pursuance of Notification of Award dated, (Date), to supply..... called “the Contract”.

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

WHEREAS we have agreed to give the Bidder a Guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of Rs.(Rupees.) and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limit of Rs..... (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 the day of. (Date)

Place:	Signature of guarantors
Date:	And seal.

Annexure 5

Manufacturer authorisation (Not Applicable)

The authorisation may be in the nature of a letter, memorandum or certificate regularly granted by the manufacturer to its channel partners, authorised solution providers, system integrators, distributors, etc. Or a specific letter issued for purposes of this bid. However, it will not apply when bid is open only to manufacturers.

Such communication should include statements / undertakings from the said manufacturer to the following effect.

1. Guarantee and warranty coverage in respect of the goods and services manufactured by the said manufacturer shall be honoured by that manufacturer, their channel partners, distributors, authorised service centres as the case may be.
2. The manufacturer updates the bidder and their technical personnel with relevant technical literature, training and skill transfer workshops etc. On a regular basis.
3. The manufacturer provides back to back technical support to the said bidder on a continuing basis.
4. The said bidder is authorised to submit bid and provide warranty and maintenance service during the contract period.

Note: The letter of authority should be signed by a person competent and having the power of attorney to bind the manufacturer.

Place:
Date:

Bidder's signature
And seal.

Annexure 6

Installation/Acceptance Certificate
(On letter head of Bidder)

1	Hospital name:	
2	Department Name:	
3	Supplier Name:	
4	Po. No/Date:	

5	Invoice No/Date:	
6	Dc No/Date:	
7	Installation Date	

Sl. No.	Name of Equipment	Qty	Make	Model	Equipment Sl. No.	Warranty date	
						From	To

Remarks:

1	Signature of Head of Dept	
2	Doctor Name:	
3	Designation:	
4	Department:	
5	Mobile No:	

6	Signature of Service Engineer:	
7	Service Engineer Name:	
8	Designation:	
9	Mobile No.:	
10	Service centre address :	

Certified by the Medical Superintendent:
Date and office seal:

Annexure 7
Performance Certificate after installation
(On Bidder Letter Head)

Date: _____

From

The HOD of concerned _____

Address _____

To

The MD, TSMSIDC, Hyd

Sub: Satisfactory Performance Certificate after 3 months from Installation Date

Ref: P.O. No. _____, dt:20

The following details are furnished towards the Equipment/Furniture items received from
M/s. _____:

1	Item Description and Quantity	
2	Make and Model	
3	Supplied by	
4	Invoice Number/Date:	
5	DC Number/Date:	
6	Installation Date:	

7. Remarks on the Functioning:

Signature of Head
Doctor Name:
Designation:
Mobile No:

10. Certified by the Medical Supdt/Principal:

Date and office seal.

Note: The Hospital authorities shall submit this report along with a covering letter after 90 days of installation of the equipment, and stating functioning of the equipment for release of FSD amount.

Form P-1

Bidder Information

1	Name of the organisation	
2	Date of establishment	
3	Registered Office Address& Address for communication	
4	Phone No.	
5	Fax No.	
6	Email	
7	Total Support engineers at Hyderabad	
8	<p>Manufacturer should provide the following documents.</p> <ol style="list-style-type: none">1. Micro Part-II Registration Certificate.2. Factory Labour Licence.3. Machinery & Land in square feet.4. List of Employees Statement.5. ESI Registration No:6. (PF) Registration No.7. Factory Electrical Bill.8. Pan Card. <p>Note:With ESI and PF Registrations, the bidders shall furnish copies of monthly paid acknowledgement of the bank challans against ESI & PF for last (6) months or furnish last 6 months latest returns for both ESI and PF</p>	
9	Details of EMD furnished (Name of Bank, branch, amount & UTR No and date)	
10	Bank Details of the Bidder Name of the firm: Bank Account Number No: IFSC Code: Name of Bank, Branch Name:	
11	Details of certificates enclosed.	

Place:

Date:

Bidder's signature

And seal.

Form P -2(Template)

Details of Past Performance of supply of furniture items in the Form P-2 on Non-Judicial Rs.100/- Stamp Paper duly notarized

Sl.No	Name of the Item	Financial Year	Nos Sold
1	2	3	4
		2015-16	
		Total	
		2016-17	
		Total	
		2017-18	
		Total	

Place:

Date:

**Bidder's signature
And seal**

Note: In case, the details furnished in Form P-2above are found incorrect, then the bidder will be disqualified, EMD will be forfeited and action will be taken to blacklist the bidder for a period of not less than 3 years to participate in future tender in TSMSIDC.

Form P -3 (Proof of P2) (Template)

Sl.No	Customer Full address	Order No. and date	Descripti on of goods	Total Value of goods	Qty in Nos Supplie d	Due date of supply	Actual date of complet ion of supply

Place:
Date:

Bidder's signature
and seal.

Form P6

Financial Capacity of Bidder in **SUPPLY OF FURNITURE ITEMS ONLY**

(Certificate from the Chartered Accountant / Statutory Auditor concerned)

A. Details of Annual Turnover for last three Financial years in supply of Furniture items only

	2015-16	2016-17	2017-18	Average
Turnover (Furniture items only) (Rs. In Cr.)				

B. Details of Net Worth of Bidder as on last 31stMarch:

Paid up Capital (Rs. In Cr.)	
Free Reserves (Rs. In Cr.)	
Total Net Worth (Rs. In Cr.)	

Place:

Bidder's signature

Date:

And seal.

Signature of Chartered Accountant/ Statutory Auditor with seal.

Form P7

Declaration Form

Declaration in Form P7 on Rs.100/- Non-Judicial Stamp paper.

I / We having Our
..... office at Read and understood the
terms and conditions contained in the bidding documents under this notification for bid and offer
our bids unconditional, to the extent not stated at any other part of our bid.

**I will not raise any issues related to prequalification/ technical /financial matters of other
bidders after the price bid is opened.**

We will not quote or supply the goods similar to the ones offered under this bid notification to
any agency or organization in the country, at the rate lower than the rate quoted in this present
tender.

If we found quoting lower rate than the rate quoted to the TSMSIDC, to any other agency in
the country during the validity of the present contract, we will remit the differential cost to the
TSMSIDC, unconditionally.

Place:
Date:

Bidder's signature
And seal.

Form P - 8

Details of Quoted Item /product (Brand and Model offered in Tender)

Sl. No.	Item Name	Make	Model	HSN Code
1				

Place:
Date:

Bidder's signature
And seal.

Form T -1

Sl. No.	Item Name	Specifications Specified in tender	Specification of Quoted item Make: Model:	Specification Higher/Lower

Place:
Date:

Bidder's signature
and seal.

Form T2
Check List

Compliance/agreed/enclosed/ deviation statement.

The following are the particulars of compliance/deviations from the requirements of the tender specifications.

S. No	Documents Description (Category)	Reference (Clause) in tender document	Online (Yes/No)	Page No. Or range of pages
1	Scanned copy of Processing fee with UTR Number			
2	Scanned Copy of EMD : DD or BG			
3	Form P-1 Bidder's Information			
4	Form P-2 (Template) (Notarized declaration on Rs.100/- Non-Judicial Stamp Paper by the bidder) Turn over details of Item /product (Brand and Model offered in Bid / Model complying Technical Specifications in Tender Document)			
5	Form P-3 (Proof of P2) (Template) (Notarized declaration on Rs.100/- Non-Judicial Stamp Paper by the bidder)			
6	Form P-6 Financial Capacity of Bidder (Certificate from the Chartered Accountant / Statutory Auditor concerned)			
7	Form P-7 Declaration form on Rs.100/- Non-Judicial Stamp paper			
8	Form P-8 Details of Quoted Item /product (Brand and Model offered in Tender)			
9	Form T-1 Technical Specifications			
10	Form T-2 Check List (Compliance/agreed/enclosed/ deviation statement)			
11	Delivery period Within 60 days acceptance letter.			
12	Bid Letter			
13	Quality Certificates as specified in Technical Specifications in the Tender document			
14	Other documents 1. Copy of Company / Firm Registration certificate / proprietorship certificate / partnership deed in case of firms/ Articles of Association and MOU in case of Pvt Ltd Companies etc. 2. GST Registration Certificate 3. PAN 4. GST Returns for the period from Sep-2017 to April-2018			

S. No	Documents Description (Category)	Reference (Clause) in tender document	Online (Yes/No)	Page No. Or range of pages
	<p>5. Proof of submission of IT Returns for last 3 financial years 2015-16, 2016-17& 2017-18.</p> <p>6. Micro Part-II Registration Certificate.</p> <p>7. Factory Labour Licence.</p> <p>8. Machinery & Land in square feet.</p> <p>9. List of Employees Statement.</p> <p>10. ESI Registration No:</p> <p>11. (PF) Registration No.</p> <p>12. Factory Electrical Bill.</p> <p>Note: With ESI and PF Registrations, the bidders shall furnish copies of monthly paid acknowledgement of the bank challans against ESI & PF for last (6) months or furnish last 6 months latest returns for both ESI and PF</p>			

The specifications and conditions furnished in the bidding document shall prevail over those of any other document forming a part of our bid, except only to the extent of deviations furnished in this statement.

Place:

Bidder's signature and seal.

Date:

NOTE: For every item appropriate remarks should be indicated like „no deviation“, „agreed“, „enclosed“ etc. as the case may be.

END OF DOCUMENT