



**GOVERNMENT OF KARNATAKA**



**DEPARTMENT OF WOMEN AND CHILD DEVELOPMENT,**

**2<sup>ND</sup> FLOOR, M.S BUILDING, BANGALORE-560001**

**PH: 080-22353780 FAX: 080-22370228**

**E-MAIL : [jdicds.dwcd@gmail.com](mailto:jdicds.dwcd@gmail.com)**

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

**TENDER DOCUMENT**

**FOR**

**SUPPLY OF PRE-SCHOOL EDUCATION KITS FOR THE YEAR 2016-2017**



**GOVERNMENT OF KARNATAKA**



**DEPARTMENT OF WOMEN AND CHILD DEVELOPMENT,**

**2<sup>ND</sup> FLOOR, M.S BUILDING, BANGALORE-560 001**

Ph: 080-22353780

e-mail : [jdicds.dwcd@gmail.com](mailto:jdicds.dwcd@gmail.com)

Department of Women and Child Development hereby invites Technical & Financial Tenders from officially registered & eligible Manufacturers/ Suppliers for the Supply of Pre-School educational kit to all 204 CDPO office in the state. The department intends to follow a two cover system electronic tender process developed and maintained by the Centre for e-governance, DPAR (AR) Government of Karnataka for the selection of successful bidder. Two cover system, under which the tenderers are required simultaneously submit two separate covers, one containing the EMD and the details of their capability to undertake the tender which will be opened first and the second cover containing the price quotation (Commercial bid) which will be opened only if the tenderer found to be qualified to execute the tender.

**TENDER FOR THE SUPPLY OF PRE – SCHOOL EDUCATION KITS FOR THE YEAR  
2016 - 2017**

<b>TENDER REFERENCE</b>	DWCD/ICD/CNP/PSEK/01/2016-17 Dated: 06.03.2017
<b>TENDER DOCUMENT AVAILABLE FOR DOWNLOAD</b>	Dt :07.03.2017 and onwards
<b>PRE BID MEETING</b>	Dt. 15.03.2017 at 3.00 p.m
<b>LAST DATE OF RECEIPT OF TENDER THROUGH E – PROCUREMENT PORTAL</b>	Dt.21.03.2017by 5.00 p.m
<b>TIME AND DATE OF OPENING OF TECHNICAL BID</b>	Dt.23.03.2017 by 11.00 a.m
<b>TIME AND DATE OF OPENING OF FINANCIAL BID</b>	Dt. 25.03.2017by 3.00 p.m
<b>AVAILABILITY OF TENDER DOCUMENT</b>	<a href="http://www.eproc.karnataka.gov.in">http://www.eproc.karnataka.gov.in</a>
<b>ADDRESS FOR COMMUNICATION</b>	Director Department of Women and Child Development, M.S,Bulding Dr.AmbedkarVeedhi, Bangalore-001 Ph: +91 80-2235 3780 Email:jdicds.dwcd@gmail.com

**SECTION II: INSTRUCTIONS TO TENDERERS**

**TABLE OF CLAUSES**

<b>Clause No.</b>	<b>Topic</b>
	<b>A. Introduction</b>
1	Eligible Tenderer
2	Cost of Tendering
	<b>B. Tender Documents</b>
3	Contents of Tender Documents
4	Clarification of Tender Documents
5	Amendment of Tender Documents
	<b>C. Preparation of Tenders</b>
6	Language of Tender
7	Documents Comprising the Tender
8	Tender Form
9	Tender Prices
10	Tender Currency
11	Documents Establishing Tenderer's Eligibility and Qualifications
12	Documents Establishing Goods Eligibility and Conformity to Tender Documents
13	Earnest Money Deposit
14	Period of Validity of Tenders

15	Format and Signing of Tender
	<b>D. Submission of Tenders</b>
16	Sealing and Marking of Tenders
17	Deadline for submission of Tenders
18	Late Tenders
19	Modification and Withdrawal of Tenders
	<b>E. Tender Opening and Evaluation of Tenders</b>
20	Opening of Tenders by the Purchaser
21	Clarification of Tenders
22	Preliminary Examination
23	Evaluation and Comparison of Tenders
24	Contacting and Purchaser
	<b>F Award of Contract</b>
25	Post –qualification
26	Award Criteria
27	Purchaser’s Right to Vary Quantities at Time of Award
28	Purchaser’s Right to Accept any Tender and to Reject any or all Tenders
29	Notification of Award
30	Signing of Contract
31	Performance Security
32	Corrupt and Fraudulent Practices

## **SECTION II: INSTRUCTION TO TENDERERS**

### **A. INTRODUCTION**

#### **1. ELIGIBLE TENDERERS**

1.1. Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.

1.2. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.

#### **2. COST OF TENDERING:**

2.1. The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Director hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

## **B. THE TENDER DOCUMENTS**

### **3. CONTENTS OF TENDER DOCUMENTS**

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

- a) Instruction to Tenderers (ITT);
- b) General Conditions of Contract (GCC);
- c) Special Conditions of Contract (SCC);
- d) Schedule of Requirements;
- e) Technical Specifications;
- f) Tender Form and Price Schedules;
- g) Earnest Money Deposit Form;
- h) Contract Form;
- i) Performance Security Form;
- j) Performance Statement Form;
- k) Manufacturer's Authorization Form;
- l) Equipment and Quality Control Form

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

#### **4. CLARIFICATION OF TENDER DOCUMENTS**

4.1. The Bidder or his official representative is invited to attend a pre-Bid meeting which will take place at Conference Hall, Office of the Director, Department of Women and Child Development, M.S Building, Dr. Ambedkar Veedhi, Bangalore-560001.

4.2. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at this stage by the Bidder or his representative.

4.3. Minutes of the meeting including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all prospective bidders as an addendum through the e-procurement website. Any modification of the bidding documents listed in sub Clause 8.1 which may become necessary as a result of the pre-bid meeting shall also be issued as an addendum through the e-procurement website.

4.4. Non attendance at the pre bid meeting will not be a cause for disqualification of a bidder.

4.5. Queries/suggestions/Complaints/recommendations/ etc regarding the bid document will also be received in the department through e-mail/post/courier/fax till the scheduled date of the pre bid meeting. The Department will not be bound, under normal circumstances, to clarify to such queries/suggestions/Complaints/recommendations/etc. received after the pre bid meeting.

4.6. A prospective Tenderer requiring any clarification of the tender documents may notify the Purchaser in writing or by telex or cable or fax at the Purchaser's mailing address indicated in the Invitation for Tenders. The Purchaser will respond in writing to any request for clarification of the



tender documents, which it receives no later than 15 days prior to the deadline for submission of tenders prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers, which have received the tender documents.

## **5. AMENDMENT OF TENDER DOCUMENTS**

5.1. At any time prior to the deadline for submission of tenders, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendment.

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

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

## **C. PREPARATION OF TENDERS**

### **6. LANGUAGE OF TENDER**

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

### **7. DOCUMENTS CONSTITUTING THE TENDER**

7.1. The tender prepared by the Tenderer shall comprise the following components and shall be uploaded in two covers containing the following documents:

- a) [DELETED]
- b) Documentary evidence established in accordance with ITT Clause 11 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.
- c) Documentary evidence established in accordance with ITT Clause 12 that the equipment and ancillary services to be supplied by the Tenderer are eligible equipment and services and conform to the tender documents.
- d) [DELETED]

## **8. TENDER FORM**

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

## **9. TENDER PRICES**

9.1. The Tenderer shall indicate on the Price Schedule the unit prices and total tender prices of the goods it proposes to supply under the Contract. To this end, the tenderers are allowed the option to submit the tenders for any one or more schedules specified in the 'Schedule of Requirements' and to offer discounts for combined schedules. However, tenderers shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award.

9.2. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- i) the price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable
  - a. on components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or
  - b. on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.

- ii) any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;
- iii) the price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and
- iv) the price of other incidental services listed in Clause 4 of the Special Conditions of Contract.

9.3. The Tenderer's separation of the price components in accordance with ITT Clause 9.2 above will be solely for the purpose of facilitating the comparison of tenders by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

9.4. Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 22.

## **10. TENDER CURRENCY**

10.1. Prices shall be quoted in Indian Rupees.

## **11. DOCUMENTS ESTABLISHING TENDERER'S ELIGIBILITY AND QUALIFICATIONS**

11.1. Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the Contract if its tender is accepted

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

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

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

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

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

## **12. DOCUMENTS ESTABLISHING GOODS' ELIGIBILITY AND CONFORMITY TO TENDER**

### **DOCUMENTS**

12.1. Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all goods and services which the tenderer proposes to supply under the contract.

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

- a. a detailed description of the essential technical and performance characteristics of the goods;
- b. a list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the use of the goods by the Purchaser; and
- c. an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

**13. EARNEST MONEY DEPOSIT**

**13.1.** Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, earnest money deposit in the amount as specified in Section-V - Schedule of Requirements read with Annexure - 1.

**13.2.** The earnest money deposit is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT Clause 13.7.

**13.3.** The earnest money deposit shall be denominated in Indian Rupees and shall:

a. Be paid through e-procurement portal.

**13.4.** Any tender not secured in accordance with ITT Clauses 13.1 and 13.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 22.

13.5. Unsuccessful Tenderer's earnest money deposit will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of tender validity prescribed by the Purchaser, pursuant to ITT Clause 14.

13.6. The successful Tenderer's earnest money deposit will be discharged upon the Tenderer signing the Contract, pursuant to ITT Clause 30, and furnishing the performance security, pursuant to ITB Clause 31

13.7. The tender security may be forfeited:

a. if a Tenderer

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

(ii) does not accept the correction of errors pursuant to ITT Clause 22.2; or

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

i) to sign the Contract in accordance with ITT Clause 30; or

ii) to furnish performance security in accordance with ITT Clause 31.

#### **14. PERIOD OF VALIDITY OF TENDERS**

14.1. Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITT Clause 17. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.

14.2. In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The earnest money deposit provided under ITT Clause 13 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.



**15. FORMAT AND SIGNING OF TENDER**

15.1.

DELETED.

15.2.

DELETED.

15.3.

DELETED.

15.4. The Tenderer shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender, and to contract execution if the Tenderer is awarded the contract.

**D. SUBMISSION OF TENDERS**

**16. SUBMISSION**

16.1. Bidders should submit their bids through e-procurement portal of the Government of Karnataka only.

**17. DEADLINE FOR SUBMISSION OF TENDERS**

17.1. Tenders must be received by the Purchaser as specified under ITT Clause 16 no later than the time and date specified in the Invitation for Tenders (Section I).

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

**18. LATE TENDERS**

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

**19. MODIFICATION AND WITHDRAWAL OF TENDERS**

19.1. The Tenderer may modify or withdraw its tender before closing of tender.

## **E. TENDER OPENING AND EVALUATION OF TENDERS**

### **20. OPENING OF TENDERS**

#### **20.1. Opening of Technical bid of all Tenderers by the Purchaser:**

20.1.1 The Purchaser will open all tenders, in the presence of Tenderers' representatives who choose to attend in the following location through e- procurement portal. Tenderer's representatives who are present shall produce authorization letter and shall sign a register evidencing their attendance. In the event of the specified date of Tender opening being declared a holiday for the Purchaser, the tenders shall be opened at the appointed time and location on the next working day.

20.1.2 The Tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No tender shall be rejected at tender opening, except for late tenders, which shall be returned unopened to the Tenderer pursuant to ITT Clause 18.

20.1.3 Tenders (and modifications sent pursuant to ITT Clause 19) that are not opened and read out at tender opening shall not be considered further for evaluation, irrespective of the circumstances.

20.1.4 The Purchaser will prepare minutes of the tender opening.

20.1.5 Clarification of Tenders:

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

(i) **Preliminary Examination:**

- a. The Purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order. Tenders from Agents, without proper authorization from the manufacturer as per Section XIII, shall be treated as non-responsive.
- b. Where the Tenderer has quoted for more than one schedule, if the tender security furnished is inadequate for all the schedules, the Purchaser shall take the price tender into account only to the extent the tender is secured. For this purpose, the extent to which the tender is secured shall be determined by evaluating the requirement of tender security to be furnished for the schedule included in the tender (offer) in the serial order of the Schedule of Requirements of the Tender document.
- c. If a tender is not substantially responsive it will be rejected by the Purchaser and may not be subsequently be made responsive by the Tenderer by correction of non-conformity.

#### **20.1.6 Evaluation of First Cover Tenders for determination of Responsiveness:**

- a. The purchaser will evaluate the tenders pursuant to ITT Clause 22 for any of the items to determine the substantial responsiveness of each tenderer. No tender will be considered if the complete requirements/information covered in the PSE Kit is not included in the tender.
- b. The Purchaser will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 1.1, 11 and 12; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause 13 and (c) meets the qualification criteria stipulated in Section VII and is qualified to perform the contract satisfactorily. The determination will take into account the Tenderer's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualification submitted by the Tenderer, pursuant to ITT Clause 7.1 as well as such other information as the Purchaser deems necessary and appropriate.
- c. deleted

#### **20.2. Opening of Second cover (Commercial Bid) of Qualified Tenderers:**

Only bidders whose technical proposals are found to be acceptable (Technically qualified) would be considered for evaluation in the second stage

The Purchaser will inform all the Technically Qualified Tenderers the date and time of opening of the Second Covers (Commercial bid) of the qualified tenderers.

## 21. CLARIFICATION OF TENDERS (COMMERCIAL BID)

During the evaluation of the Tenders (Commercial Bid) the Purchaser may at its discretion, ask the Tenderer for a clarification of its tender. The request for the clarification and response shall be in writing and no change in substance of the Tender shall be sort, offered or permitted.

## 22. PRELIMINARY EXAMINATION

22.1. The Purchaser will examine the tenders to determine whether they are complete, whether they have been properly signed and whether the tenders are generally in order.

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

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

22.4. Prior to the detailed evaluation, pursuant to ITB Clause 23, the Purchaser will determine the substantial responsiveness of each tender to

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

22.5. If a tender is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

## **23. EVALUATION AND COMPARISON OF TENDERS**

23.1 The Purchaser will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 22 for schedule. No tender will be considered if the complete requirements covered in the schedule is not included in the tender.

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

- a. any allowance for price adjustment during the period of execution of the Contract, if provided in the tender.

23.2. The Purchaser's evaluation of a tender will take into account, in addition to the tender price (Ex-factory/ex-warehouse/off-the-shelf price of

the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITT Clause 23.4 and in the Technical Specifications:

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

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

- a. Inland Transportation, Insurance and Incidentals:
  - i) Inland transportation, insurance and other incidentals for delivery of goods to the final destination as stated in ITT Clause 9.2 (iii).
  - ii) The above costs will be added to the tender price.
- b. Delivery Schedule:
  - i) The Purchaser requires that the goods under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements.



The estimated time of arrival of the goods at the project site should be calculated for each tender after allowing for reasonable transportation time. Treating the date as per schedule of requirements as the base, a delivery "adjustment" will be calculated for other tenders at 2% of the ex-factory price including excise duty for each month of delay beyond the base and this will be added to the tender price for evaluation. No credit will be given to earlier deliveries and tenders offering delivery beyond **3 months** of stipulated delivery period will be treated as unresponsive.

c. Deviation in Payment Schedule:

The Special Conditions of Contract stipulate the payment schedule offered by the Purchaser. If a tender deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the tender will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the tender as compared to those stipulated in this invitation, at a rate of commercial Bank rate of interest plus 2% percent per annum.

d. Cost of Spare Parts: **Deleted**

e. Spare Parts and After Sales Service Facilities in Karnataka and neighboring States:

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

f. Operating and Maintenance Costs: **Deleted**

g. Performance and Productivity of the Equipment: **Deleted**

**24. CONTACTING THE PURCHASER**

24.1. Subject to ITT Clause 21, no Tenderer shall contact the Purchaser on any matter relating to its tender, from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the Purchaser, it should do so in writing.

24.2. Any effort by a Tenderer to influence the Purchaser in its decisions on tender evaluation, tender comparison or contract award may result in rejection of the Tenderer's tender.

**F. AWARD OF CONTRACT**

**25. [DELETED]**

**26. AWARD CRITERIA**

26.1. deleted

**27. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD**

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

**28. PURCHASER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS**

28.1 The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.

28.2 Negotiation with L-1 (Lowest evaluated responsive bid) only and if suppose L-1 fails to undertake the tender, L-2 will be considered or re-tender will be done as per the discretionary power of the Director, Department of Women and Child Development

## **29. NOTIFICATION OF AWARD**

29.1. Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer in writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, that its tender has been accepted.

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

29.3. Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 31, the Purchaser will promptly notify the name of the winning Tenderer to each unsuccessful Tenderer and will discharge its earnest money deposit, pursuant to ITT Clause 13.

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

### **30. SIGNING OF CONTRACT**

30.1. At the same time as the Purchaser notifies the successful tenderer that its tender has been accepted, the Purchaser will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

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

### **31. PERFORMANCE SECURITY**

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

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

### **32. CORRUPT OR FRAUDULENT PRACTICES**

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

- a. defines, for the purposes of this provision, the terms set forth as follows :

- i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;
- b. will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
  - c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

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

**SECTION III: GENERAL CONDITIONS OF CONTRACT**

**TABLE OF CLAUSES**

<b>Clause No.</b>	<b>Topic</b>
1	Definitions
2	Application
3	Standards
4	Use of Contract Documents and Information; Inspection and Audit by 16 Government
5	Patent Rights
6	Performance Security
7	Inspection and Tests
8	Packing
9	Delivery and Documents
10	Insurance
11	Transportation
12	Incidental Services
13	Spare Parts
14	Warranty
15	Payment
16	Prices
17	Change Orders

18	Contract Amendments
19	Assignment
20	Subcontracts
21	Delays in Supplier's Performance
22	Liquidated Damages
23	Termination for Default
24	Force Majeure
25	Termination for Insolvency
26	Termination for Convenience
27	Settlement of Disputes
28	Limitation of Liability
29	Governing Language
30	Applicable Law
31	Notices
32	Taxes and Duties

## **SECTION III – GENERAL CONDITIONS OF CONTRACT**

### **General Conditions of Contract**

#### **1. DEFINITIONS**

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

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



- i. "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- j. "The Government" means the Government of Karnataka State.
- k. "The Project Site", where applicable, means the place or places named in SCC.
- l. "Day" means calendar day.

## **2. APPLICATION**

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

## **3. STANDARDS**

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

## **4. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION AND AUDIT BY THE GOVERNMENT**

- 4.1. The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2. The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

4.3. Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

4.4. The supplier shall permit the Government to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government, if so required by the Government.

## 5. **PATENT RIGHTS**

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

## 6. **PERFORMANCE SECURITY**

6.1. Within 21 days of receipt of the notification of contract award, the Supplier shall furnish Performance Security in the nature of a bank guarantee to the Purchaser for an amount of 5% of the Contract Value, valid up to 60 days after the date of completion of performance obligations including Warranty obligations. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected/replaced material shall be extended to a further period of

12 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the initial Warranty period.

6.2. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

6.3. The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

- a. A Bank guarantee or irrevocable Letter of Credit, issued by a Nationalized/Scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser; or
- b. A cashier's check or Banker's certified check, or crossed demand draft or pay order drawn in favour of the Purchaser.; or
- c. Specified small savings instruments pledged to the Purchaser.

6.4. The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any Warranty obligations, under the Contract.

6.5. In the event of any contract amendment, the Supplier shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including Warranty obligations.

## **7. INSPECTIONS AND TESTS**

7.1. The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

7.2. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

7.3. Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

7.4. The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

7.5. Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

7.6. Manuals and Drawings: Deleted

## **8. PACKING**

8.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. Each item procured together will form one pre-school kit which must be packed adequately together to form a single shipment as required under a purchase order. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

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

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

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

## **9. DELIVERY AND DOCUMENTS**

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

## **10. INSURANCE**

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

## **11. TRANSPORTATION**

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

## **12. INCIDENTAL SERVICES: DELETED**

## **13. SPARE PARTS: DELETED**

## **14. WARRANTY**

14.1. The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

14.2. This warranty shall remain valid for **12 months** after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for 15 months after the date of shipment from the place of loading whichever period concludes earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:

- a. make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC Clause 2; OR
- b. Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be as specified in the Technical Specifications. The rate shall be higher than the adjustment rate used in the bid evaluation under ITT Clause 23.4 (f) or (g)

14.3. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

14.4. Upon receipt of such notice, the Supplier shall, within the period of **30 days** and with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever, shall lie on the Purchaser for the replaced parts/goods thereafter. In the event of any correction of defects or replacement of

defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period of 12 months.

14.5. If the Supplier, having been notified, fails to remedy the defect(s) within **30 days**, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

## 15. **PAYMENT**

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

15.2. The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the contract.

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

15.4. Payment shall be made in Indian Rupees.

## 16. **PRICES**

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

## 17. **CHANGE ORDERS**

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



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

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

## 18. **CONTRACT AMENDMENTS**

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

## 19. **ASSIGNMENT**

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

## 20. **SUBCONTRACTS**

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

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

## **21. DELAYS IN THE SUPPLIER'S PERFORMANCE**

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

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

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

**21.4.** In case the tenderer fails to supply the Pre- School Kits within the stipulated period, same will be completed from open market and the difference of the cost if any will be recovered from the security deposit and pending bills of the defaulting tenderer.

## **22. LIQUIDATED DAMAGES**

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

## **23. TERMINATION FOR DEFAULT**

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

- a. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or
- b. if the Supplier fails to perform any other obligation(s) under the Contract.
- c. If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

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

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

23.1. Subsequent to the termination in accordance with Clause 23.1 of GCC, the Purchaser shall have the right to enter into negotiations with the next preferred bidder to complete the supply order and the contract at the same commercial terms agreed to by the defaulting supplier.

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

#### 24. **FORCE MAJEURE**

24.1. Notwithstanding the provisions of GCC Clauses 21, 22, 23, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

24.2. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

24.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25. **TERMINATION FOR INSOLVENCY**

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

26. **TERMINATION FOR CONVENIENCE**

26.1. The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

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

- a. to have any portion completed and delivered at the Contract terms and prices; and/or

- b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

**27. SETTLEMENT OF DISPUTES**

27.1. The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

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

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

27.3. Notwithstanding any reference to arbitration herein,

- a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b. the Purchaser shall pay the Supplier any monies due the Supplier.

## **28. LIMITATION OF LIABILITY**

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

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

## **29. GOVERNING LANGUAGE**

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

## **30. APPLICABLE LAW**

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

**31. NOTICES**

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

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

**32. TAXES AND DUTIES**

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

**33. THE SUCCESSFUL TENDERER SHOULD SUPPLY THE ITEMS AS PER THE DISTRIBUTION CHART AT THEIR OWN COST TO THE CDPO GODOWN FOR THE ANGANWADIS AND MINI ANGANWADIS SPECIFIED IN ANNEXURE - 2.**



## SECTION IV: SPECIAL CONDITIONS OF CONTRACT

### TABLE OF CLAUSES

<b>Clause No.</b>	<b>Topic</b>
1	Definitions (GCC Clause 1)
2	Inspection and Tests (GCC Clause 7)
3	Delivery and Documents (GCC Clause 9)
4	Incidental Services (GCC Clause 12)
5	Payment (GCC Clause 15)
6	Settlement of Disputes (GCC Clause 27)
7	Notices (GCC Clause 31)
8	Progress of Supply
9	Right to use defective equipment
10	Supplier Integrity
11	Supplier's Obligation
12	Patent Rights
13	Installation

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

### **Special Conditions of Contract**

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

#### **1. Definitions (GCC Clause 1)**

- a) The Purchaser is **Director, Department of Women and Child Development, Government of Karnataka.**
- b) The Supplier is .....

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

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

Inspection and test shall be in accordance with the technical specifications and specific requirement as under :

- a) The supplier shall ensure a pre-dispatch inspection and test of manufactured goods at its own level. This inspection and test must be conducted by an agency or laboratory of international or national repute. Preference in this case should be given to a testing agency or laboratory duly recognized or approved by the respective government. The supplier shall submit an inspection and test report issued by such an agency or laboratory to the purchaser prior to obtaining a clearance for dispatching the manufactured goods.

- b) The supplier shall be bound to meet the laid down technical specifications and other related parameters and shall take all necessary steps to rectify any deficiency or make such modifications in the manufactured goods in the event of goods declared failed in any test or inspection by the purchaser.
  
- c) The purchaser or its authorized representative shall have complete authority to inspect and /or test any or all of the goods in order to verify their conformity to the technical specifications and other required criteria.
  
- d) The purchaser or its authorized representative shall be free to inspect the premises of the manufacturer prior to the award of the contract or at any stage of the contract execution. This would be centered on examination of manufacturer's capacity and physical existence of the manufacturing unit(s) and related offices.
  
- e) The purchaser or its authorized representative shall invariably inspect and / or test the goods or equipment's prior to the dispatch from the manufacturer's premises. Such inspection, test, and clearance shall not prejudice the right of the consignee to inspect and test the goods received at final destination.
  
- f) In the event that the manufacturer's premises are outside India, the purchaser shall be fully authorized to conduct such inspection and tests in the manner it decides suitable and even can hire an agency for the purposes of pre-dispatch-inspection at the manufacturer's premises.

g) The inspections and tests shall be based upon the requirements of technical specifications. However, the purchaser shall have authority to decide on any other technical tests or inspection based on technical parameters that it finds fit to complement the same. The supplier shall be bound to introduce any such corrective measure instructed by the purchaser.

### **3. Delivery and Documents (GCC Clause 9)**

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

- i) Four Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;
- ii) Railway receipt/acknowledgment of receipt of goods from the consignee(s);
- iii) Four Copies of packing list identifying the contents of each package;
- iv) Insurance Certificate;
- v) Manufacturer's/Supplier's warranty certificate;
- vi) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and

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

#### **4. Incidental Services (GCC Clause 12) : Deleted**

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

- i) On Delivery: Eighty percent of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in SCC Clause 3 above; and
- ii) On Final Acceptance: the remaining twenty percent of the Contract Price shall be paid to the supplier within 30 days after the date of the acceptance certificate issued by the Purchaser's representative for the respective delivery

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

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

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

parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

**7. Notices (Clause 31)**

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

Purchaser: **Director,**

**Department of Women and Child Welfare,  
2<sup>nd</sup> Floor, M.S Building, Bangalore-560 001.**

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

.....

.....

## **8. Progress of Supply:**

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

- Quantity offered for inspection and date;
- Quantity accepted/rejected by inspecting agency and date;
- Quantity dispatched/delivered to consignees and date;
- Quantity where incidental services have been satisfactorily completed with date;
- Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
- Date of completion of entire Contract including incidental services, if any; and
- Date of receipt of entire payments under the Contract

(in case of stage-wise inspection, details required may also be specified).

## **9. Right to use defective equipment:**

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

## **10. Supplier Integrity:**

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

## **11. Supplier's Obligations:**

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

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

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

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

## **12. Patent Rights:**

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

## **13. Installation: Deleted**



## **SECTION V: SCHEDULE OF REQUIREMENTS**

Details Specified in Annexure- 1 of this Tender Document.

S.N.	Details	Timeline
1	Signing of Contract	Within 4 days from the date of issue of work order
2	preparation of prototype material and final approval	within 10 days from the date of signing of contract
3	Manufacturing, pre-delivery inspection and supply and F.O.R. destination of pre-school education kits to the 204 Child Development project offices in 30 districts in Karnataka	76 days from the date of approval of the prototype

### **A. Earnest Money Deposit (EMD):**

The Tenderer shall submit an EMD in accordance with the requirements specified in Annexure- 1.

## **SECTION VI: TECHNICAL SPECIFICATIONS**

1. Wherever the goods are covered by ISO/ISI/BIS (Bureau of Indian Standards) the reference to the Standards should be given.
2. Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable, they should be followed by the words “ or at least equivalent”
3. Detail specifications of the goods proposed to be procured have been enclosed in Annexure – 1.

## **SECTION VII : QUALIFICATION CRITERIA**

### **(Referred to in Clause 11.2 of ITT)**

- a) The tenderer should be a manufacturer who must have manufactured, tested and supplied the items similar to the type and complexity as indicated in suggestive items/components for PSE kit as specified in guidelines issued by the Government of India vide letter dated 03.01.2014 and items similar to the type as specified in the section-V :Schedule of Requirements up to at least 50% of the quantity required to any Government Organization in any one of the last 3 years”
- b) Tenders of tenderers quoting as authorized representative of a manufacturer, meeting with the above requirement in full, can also be considered provided;
- (i) the manufacturer furnishes authorization in the prescribed format assuring full guarantee and warranty obligations as per GCC and SCC and Section - XIII; and
- (ii) “The tenderer, as authorized representative, has supplied, installed and Commissioned the items similar to the type and complexity as indicated in suggestive items/components for PSE kit as specified in guidelines issued by the Government of India vide letter dated 03.01.2014 and items similar to the type as specified in the Section-V: Schedule of Requirements satisfactorily at least 50% of the quantity required to any Government organization in any one of the last 3 years which must be in satisfactory operation for at least 12 months on the date of tender opening”

c) The tenderer should furnish the information on all past supplies and satisfactory performance for both (a) and (b) above, in pro forma provided in SECTION XII of this tender document.

d) Manufacturing Facility Requirements:

1. As the number of kits required to be supplied as part of the contract is large within a short duration, the tenderer quoting as a manufacturer shall be required to own and operate a manufacturing facility and warehouse measuring not less than 10,000 sq.ft. Further, the tenderer quoting as a manufacturer shall submit an attested true copy of either factory ownership / rental lease agreements specifying that the bidder has at least 10,000 square feet of space to manufacture and supply the preschool kit.
2. As the number of kits required to be supplied as part of the contract is large within a short duration, the tenderer quoting as an authorized representative of a manufacturer shall be required ensure that the authorizing manufacturer shall be required to own and operate a warehouse and assembly unit admeasuring not less than 10,000 sq. ft. to allow for enough space for the assembly, packing and storage of the goods proposed to be procured. Further, the tenderer quoting as an authorized representative of a manufacturer shall submit an attested true copy of his rental lease agreements specifying that he is in possession of at least 10,000 square feet of space to assemble and store the preschool kit.
3. The tenderer quoting as a manufacturer shall submit a notarized true copy of any license, registration or other Government issued document specifying the address and location of the manufacturing unit as specified in Clause d(1) and that the tenderer is engaged in the business of manufacturing wooden / plastic teaching/learning materials.

4. The tenderer quoting as an authorized representative manufacturer shall submit a notarized true copy of any license, registration or other Government issued document to the authorizing manufacturer/s specifying that the authorizing manufacturer is engaged in the business of manufacturing wooden / plastic teaching/learning materials.
- e) The tenderer shall submit a notarized true copy of the certificate of non-toxicity issued from an authorized and recognized test laboratory showing the paints to be used are non-toxic.
- f) The tenderer shall submit an affidavit stating the firm adheres to all applicable labour laws.
- g) The tenderer shall be required to submit samples of all items it is bidding for as per technical specifications mentioned in Section V must be submitted and these will be received at the office of the Joint Director (ICDS), Department of Women and Child Development, M.S Building, Dr. Ambedkar Veedhi, Bangalore-560001 through post/hand delivery/courier etc. after the last date of bid submission and before the scheduled date for opening of technical bids. Samples will be evaluated for quality and tenders submitted with incomplete / poor quality samples are liable for rejection.
- h) The tenderer quoting as a manufacturer shall be an ISO:9001-2008 certified manufacturer and the tenderer shall submit a notarized true copy of the ISO certificate held by it.
- i) The tenderer quoting as an authorized representative shall be required to submit a notarized true copy of the ISO: 9001-2008 certificate held by the authorizing manufacturer.
- j) The Tenderer shall submit a bid for all items that have been specified in Section V – Schedule of Requirements read with Annexure - 1. In the circumstance that the Tenderer fails to do so, it shall be disqualified and treated as “non – responsive”.

- k) The Tenderer shall submit attested copies of VAT registration issued and duly endorsed by the Commercial Taxes Department.
- l) The tenderer shall submit the Annual VAT Returns filed by it for the previous three financial years duly endorsed by the Commercial Taxes Department.
- m) The Tenderer shall submit details in relation to the equipment and quality control employed by the manufacturer as per pro forma provided in Section XIV.
- n) Only the tenders submitted by ISO:9001-2008 certified manufacturers or their Authorized dealers fulfilling the below mentioned requirement in full, shall be considered eligible:
- o) The minimum Annual financial turnover of the Tenderer, inclusive of all taxes should be as follows:

At least INR 15,00,00,000/- (Indian National Rupees fifteen Crores) of annual financial turnover required by the tenderer in any one of the previous 3 financial years and the total turnover of the tenderer for the previous 3 years should not be less than INR 30,00,00,000/- ( Indian National rupees thirty Crores)

- p) The tenderer shall submit audited financial statements (Balance sheet) for the previous 3 years issued by registered Chartered Accountant should be enclosed. Turnover certificate attested by Chartered Accountant must be enclosed giving the turnover details for the years 2013-14, 2014-15 & 2015-16
- q) The bidder should have satisfactorily executed supply of items similar to the type and complexity as indicated in suggestive items/components for PSE kit as specified in guidelines issued by the Government of India vide letter dated

03.01.2014 and items similar to the type as specified in the Section-V: Schedule of requirements of a single order consisting of 1(one) or more bills or invoices under 1(one) tender process whose procurement value amounts to not less than INR 7,50,00,000 (Indian National Rupees Seven Crores and fifty lakhs) during the last any one of the 3 (three) years to any Government Organization and the Tenderer shall produce a satisfactory work completion certificate issued by the concerned Government organization along with a certified copy of the previous supply orders issued to them by the concerned Government organization.

r) The responsive selected bidder shall furnish Bank Guarantee of 5% of Tender value and if the supplier fails to supply the materials within stipulated time period, liquidated damages will be deducted from the contract price as per clause (22) of GCC.

s) The bidder shall produce copy of its Income Tax returns for the last three assessment years i.e., FYs 2013-14, 2014-15. and 2015-16.

t) In case any bidder is found to have been disqualified/black listed/suspended from empanelment or from participation in any tender from Government or Quasi Government agency, in the Union of India, such bidders would stand automatically disqualified from participation in this tender. The bidder shall give a Notarized self declaration in this regard.

Above said Technical bid documents should be uploaded through the Karnataka e – procurement portal.

Any other document / information required to be completed and submitted by the Tenderers in accordance with these instructions

**SECTION VIII : TENDER FORM**

**DELETED**

**PRICE SHEDULE**

**DELETED**



**SECTION IX: EARNEST MONEY DEPOSIT BANK GUARANTEE FORM**

**DELETED**

**Paid through e-procurement portal.**

**SECTION X : CONTRACT FORM**

THIS AGREEMENT made for ..... day of ....., 20... between  
..... (Name of the purchaser) of ..... (Country of  
purchaser) (hereinafter called “the Purchaser”) of the one part  
and..... (Name of supplier) of ..... (City and Country of  
Supplier)(hereinafter called “the Supplier”) of the other part :

WHERE AS the purchaser is desirous that certain Goods and ancillary  
services viz,

..... (Brief description of Goods and Services) and has  
accepted a tender by the Supplier for the supply of those goods and  
services in the sum of

.....

.....(Contract Price in Words and Figures)(hereinafter  
called

“the Contract Price”)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) In this Agreement words and expressions shall have the same meaning  
as are respectively assigned to them in the Conditions of Contract referred  
to.
  
- 2) The following documents shall be deemed to form and be read and  
construed as part of this Agreement, viz,:

- (a) the Tender Form and the Price Schedule submitted by the Tenderer;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of the Contract; and
  - (f) the Purchaser's Notification of Award.
- 3) In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with provisions of the Contract.
- 4) The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied / provided by the Supplier are as under:

Sl. No.	Brief Description of Goods & Services	Quantity to be Supplied	Unit Supplied	Unit Price	Total Price	Delivery Terms

TOTAL VALUE:

DELIVERY

SCHEDULE:

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

Signed, Sealed and Delivered by the said

..... (For the Purchaser)

in the presence of .....

Signed, Sealed and Delivered by the said

..... (For the Purchaser)

in the presence of .....

**SECTION XI : PERFORMANCE SECURITY BANK GUARANTEE FORM**

To :.....(Name of the Purchaser)

WHERE AS .....(Name of the Supplier) hereinafter called  
“the Supplier” has undertaken, in pursuance of Contract No. .... dated,  
..... 20... to supply ..... (Description of  
Goods and Services) hereinafter called ‘the Contract’.

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

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

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

This guarantee is valid until the ..... day of ..... 20.....

Signature and Seal of Guarantors

.....

Date: ..... 20 .....

Address: .....

.....

**SECTION XII : PROFORMA FOR PERFORMANCE STATEMENT FOR THE LAST THREE YEARS**

**(Please see clause 11.2 (b) of Instruction to Tenderers)**

IFT No. .... Date of Opening ..... Time .....hours

Name of the Firm: .....

Orders placed by (Full address of Purchaser)	Order No. and Date	Description and Quantity of ordered	Value Of Order	Date of completion of delivery as per contract/ actual	Remarks indicating reasons for late delivery	Has the goods/ equipment been satisfactorily functioning (Attach a
1	2	3	4	5	6	7

Signature and Seal of the Tenderer: .....

**SECTION XIII : MANUFACTURERS' AUTHORIZATION FORM**

**(Please see clause 11.2 (b) of Instruction to Tenderers)**

No. \_\_\_\_\_ dated

To,

Dear Sir:

IFT No.

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

(a) M/s \_\_\_\_\_ (Name and Address of Representative) is hereby authorized to submit a tender, and sign the contract with you for the goods manufactured by us against the above IFT;

OR

(b) M/s \_\_\_\_\_ ( Name and Address of the Authorized Representative) is our accredited/authorized Dealer.

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

Yours faithfully,

(Name)

(Name of Manufacturers)

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

**SECTION XIV-PROFORMA FOR EQUIPMENT AND QUALITY CONTROL EMPLOYED  
BY THE MANUFACTURER**

IFT NO. .... DATE OF OPENING : .....

NAME OF THE TENDERER : .....

(Note : All details should relate to the manufacturer/Supplier for the items offered for supply)

1. Name & full address of the Manufacturer/Supplier

2.

2.1.Telephone & Fax No                      Office/Factory/Works

2.2.Telex No.                                      Office/Factory/Works

2.3.Telegraphic address :

3. (A). Location of the manufacturing factory.

3. (B). Location of office of the Supplier

4. Details of Industrial License, wherever required as per statutory regulations.

5. Details of important Plant & Machinery functioning in each dept. (Monographs & description pamphlets be supplied if available).

6. Details of the process of manufacture in the factory.

7. Details & stocks of raw materials held.

8. Production capacity of item(s) quoted for, with the existing Plant & Machinery

8.1 Normal

8.2Maximum

9. Details of arrangement for quality control of products such as laboratory, testing equipment etc.



10. Details of staff:

10.1 Details of technical supervisory staff in charge of production & quality control.

10.2 Skilled labour employed.

10.3 Unskilled labour employed.

10.4 Maximum No. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of Tender.

11. Whether Goods are tested to any standard specification? If so, copies of original test certificates should be submitted in triplicate.

12. Is the Manufacturer registered with the Directorate General of Supplies and Disposals, New Delhi 110 001, India. If so, furnish full particulars of registration, period of currency etc. with a copy of the certificate of registration.

.....

**Signature and seal of the**

**Manufacturer**

**ANNEXURE-1  
SCHEDULE OF ITEMS**

**EARNEST MONEY DEPOSIT :INR 20,00,000/- (Indian National Rupees  
Twenty Lakhs only)**

<b>SL NO</b>	<b>Item</b>	<b>Specification</b>	<b>APPROXIMATE RATE (in Rs.)</b>
<b>1.</b>	Sand Paper Letters 1 – 10 Numbers Ka – Na Kannada A-Z English Alphabets (Total 56 Flash Cards)	Made of 4 mm MDF board (Soft wood) of size 5"x4". Kannada alphabets (20), English alphabets(26) and Numerical Numbers (10) shapes are die-punched on fine grade sand paper and each alphabet is pasted on a board.	
<b>2.</b>	Beads with strings	Beads made of virgin ABS plastic in 5 different shapes and small & big sizes. Shapes : Square, Triangle, Hexagon, Circular and Cylindrical Sizes : Small - 25mm. (20 Nos.) & Big - 40 mm. (10 Nos.) = 30 beads.	
<b>3.</b>	Wooden AIRAVATA (ELEPHANT) with 6 Rings	Wooden ELEPHANT :12 mm. MDF board laser cut into elephant shape with stand & natural colour painted. Elephant :12"x10" length with 12 mm thickness Wooden Base: 9"x9" with 12 mm thickness. Rings: Virgin plastic with 15 cm. diameter (6 Nos) and with 20 mm. outer dia. hallow pipe like body.	
<b>4.</b>	Sturdy Plastic Balls in 3 different sizes.	Made of virgin non-toxic HDPE plastic, blow moulded and sealed with tough & sturdy wall. Sizes : 3", 5" and 6" diameters.	

5.	Story Flash Cards	<p>Virgin polypropylene cards of 0.4 mm thickness, non-toxic, multicolour printing.</p> <p>Size:7" x 9.5"</p> <p>3Different stories – each consists of 6 Flash cards with Moral stories Printed behind cards= Total 18 cards.</p>	
6.	Basket Ball with Sturdy frame	<p>Virgin plastic made standard size board on which attractive multi-colour printed sheet is pasted. A strong/thick ring is attached to the board to fix the net to form a basket. A 6" sturdy ball made of virgin HDPE plastic.</p>	
7.	Pyramid Rings (Plastic)	<p>VIRGIN PLASTIC MATERIAL(PP), INJECTION MOULDED in 5 different colours and sizes.</p> <p>A white base and a closing cap also.</p> <p>BASE DIA : 5" and length 5.5".</p> <p>RINGS ARE OF 4.5", 4", 3.5", 3" &amp; 2.5" DIAMETER EACH.</p> <p>A DOLL IS FIXED ON TOP.</p>	
8.	Crayons	<p>Made of non-toxic wax. Should not harm to the children.</p> <p>Specifications :</p> <p>5 SETS x 12 COLOURS = 60 CRAYONS.</p> <p>57 mm. Length and 7mm. Dia.</p>	
9.	Activity Books (20 books)	<p>Size : A4 (19.5cm. x 28cm.)</p> <p>No. of pages : 32 + 4 pages</p> <p>Text Paper : 70 GSM maplitho, multi-colour printing.</p> <p>Cover : 200 GSM art card, multicolour printing.</p> <p>Binding : Center Pinning.</p>	

<p><b>10.</b></p>	<p>Geometrical Shapes in serration.</p>	<p><u>Material Description,</u> A wooden base with 4 base Geometrical shapes viz Triangle, Rectangle, Square and Circle. Each shape will be in 4 nos and painted in different colors as described below. These shapes will have a center hole and can be placed on a plastic rod which is attached to the base.</p> <p><u>Measurements:</u> The Base is painted in blue with 15mm thickness Length 40cm and width 10cm . Traingle is red colour with 4cm as side . Rectangle is brown with 2.5X4cm as sides . Square is green colour with 4cm as side , circle is yellow colour with 4cm as diameter.and all shapes of 5mm thickness.</p>	
<p><b>11.</b></p>	<p>Building Blocks (60 pieces)</p>	<p>Made of Virgin Poly propylene, Non-Toxic Material. Total 60 Pieces.</p> <p>1-way blocks : 18 2-way blocks : 16 4-way (square) : 8 4-way (rect) : 8 8-way : 3 12-way Cart : 1 Wheels : 4 Doll : 2</p> <p>Each block dimensions : common wall thickness of all blocks is 1mm.</p> <p>1-way blocks : 25mm.x25mm.x35mm. 2-way blocks : 25mm.x50mm.x35mm. 4-way (square) : 50mm.x50mm.x35mm. 4-way (rect) : 25mm.x100mm.x35mm. 8-way : 50mm.x100mm.x35mm. 12-way Cart : 50mm.x160mm.x35mm.</p>	

		with 4 axil projections to insert wheels Wheels : 45mm. diax15mm. thick Doll : standard doll shape as per sample	
12.	Hammer and pegs/Cylinder	<p>A hammering toy which is made of wood. It has a stand with side support. In the stand there are 6 holes to fit wooden pegs / cylinder. It also has a hammer made of wood.</p> <p><b>Measurements</b></p> <p>The overall length of the stand is 185mm and Height is 90mm. The middle stand is 12mm thick. The pegs/cylinders are Min 19mm dia and length of 50mm. The holes in the middle stand will have a rubber / plastic bush to fit the cylinder in such that it can facilitate moving the pegs up &amp; down. The side support is 15mm thick with a groove to hold the stand permanently.</p> <p>The hammer overall length is 140mm min. Hammer has a round head of diameter 24mm min and length of 50mm min. The diameter of hammer handle is min 12mm.</p> <p>There are total 6 pegs/cylinder and painted in 3 colors in pairs. The stand and the side support are painted in two different colors. The hammer handle &amp; head is natural wood without any color.</p>	
13.	Wall Charts 1.Domestic Animals 2.Wild Animals 3. Birds	<p>Made of virgin LD FOAM 600 gauge thick, non-toxic, water-proof and non-tearable. Multi-colour printed.</p> <p>Size : 50cm. x 75cm. Printed LD foam sheet size.Top and bottom pvc pipe is fixed with locking caps on top and plain caps on bottom. A tag also provided to hang on to walls.</p>	

14.	Multi-activity frame for muscular and needful learning activities	<p>Common board size 12"x9", 2.5 mm, thick MDF inside. Total board is covered by drill cloth and a contrast colour border is stitched all around 4 sides of the board. Four concept based cloth layers are stitched to this frame to practice four different activities.</p> <p><b>Layer 1 (Lacing)</b> : 3+3=6 holes are riveted to practice lacing activity with a child size shoe lace.</p> <p><b>Layer 2 (Buttoning)</b> : 3 big size buttons stitched on one side and 3 kajas(holes) for button insertion.</p> <p><b>Layer 3 (Zip fastening)</b> : A6" zip is stitched to the both pieces to practice zipping activity.</p> <p><b>Layer 4 (Velcro fastening)</b> : A velcro of 4" length and 1" width is stitched each female and male type velcro pieces to both end of the frame pieces.</p>	
-----	-------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

**Director**  
**Department of Women and Child Welfare,**  
**Government of Karnataka**

**ANNEXURE – 2**

**LIST OF ANGANWADIS AND MINI ANGANWADIS**

SL. No	DISTRICT	No. of AWCs + Mini Operated		
		AWC	Mini AWC	Total
<b>1</b>	<b>Bagalkot</b>			
1	Bagalkot	318	1	319
2	Bilgi	169	26	195
3	Hunagund	365	7	372
4	Badami	389	0	389
5	Jamakhandi	493	0	493
6	Mudhol	325	23	348
	<b>Total</b>	<b>2059</b>	<b>57</b>	<b>2116</b>
<b>2</b>	<b>Bangalore (U)</b>			
1	Bangalore Central	232	0	232
2	Bangalore State	205	2	207
3	Anekal	392	27	419
4	Bangalore North	658	20	678
5	Bangalore South	383	34	417
6	Bangalore North 1 (SSA)	176	8	184
	<b>Total</b>	<b>2046</b>	<b>91</b>	<b>2137</b>
<b>3</b>	<b>Bangalore ®</b>			
1	Devanahalli	255	8	263
2	Doddaballapura	311	49	360
3	Hosakote	298	5	303
4	Nelamangala	224	59	283
	<b>Total</b>	<b>1088</b>	<b>121</b>	<b>1209</b>
<b>4</b>	<b>Belgaum</b>			
1	Raibag	458	10	468
2	Athani	297	2	299
3	Kagwad	250	2	252
4	Soundatti	326	15	341
5	Belgaum(U)	370	0	370
6	Hukkeri	463	8	471
7	Gokak	212	4	216
8	Arbhavi	402	5	407

9	Chikkodi	240	0	240
10	Nippani	466	0	466
11	Belgaum®	674	0	674
12	Khanapur	361	6	367
13	Ramadurga	295	3	298
14	Bailhongal	421	4	425
	<b>Total</b>	<b>5235</b>	<b>59</b>	5294
<b>5</b>	<b>Bellary</b>			
1	Sandur	235	4	239
2	Kudligi	336	20	356
3	Hospet	439	0	439
4	Hoovina Hadagali	224	0	224
5	Bellary (U)	176	0	176
6	Siruguppa	267	16	283
7	Bellary ®	379	8	387
8	Hagaribommanahalli	210	0	210
	<b>Total</b>	<b>2266</b>	<b>48</b>	2314
<b>6</b>	<b>Bidar</b>			
1	Bidar	466	0	466
2	Bhalki	323	15	338
3	Basavakalyana	410	0	410
4	Humnabad	325	0	325
5	Santhpur/Aurad	339	12	351
	ICDS			0
	<b>Total</b>	<b>1863</b>	<b>27</b>	1890
				0
<b>7</b>	<b>Bijapur</b>			0
1	Indi	297	21	318
2	Bellulli	129	17	146
3	Sindagi	371	0	371
4	Bijapur	326	0	326
5	Bijapur(u)	160	0	160
6	Basavana Bagewadi	374	6	380
7	Muddebihal	405	0	405
	<b>Total</b>	<b>2062</b>	<b>44</b>	2106
				0
<b>8</b>	<b>Chamarajanagar</b>			0
1	Chamarajanagar	272	7	279
2	Santemarnahalli	257	4	261
3	Kollegal	453	16	469



4	Gundlupet	276	18	294
5	Yelandur	105	5	110
	<b>Total</b>	<b>1363</b>	<b>50</b>	<b>1413</b>
<b>9</b>	<b>Chickballapur</b>			
1	Bagepalli	338	25	363
2	Chickballapur	278	24	302
3	Chinthamani	429	31	460
4	Gowribidnur	345	4	349
5	Gudibande	125	0	125
6	Sidlaghatta	310	29	339
	<b>Total</b>	<b>1825</b>	<b>113</b>	<b>1938</b>
<b>10</b>	<b>Chickmagalur</b>			
1	Kadur	401	54	455
2	Koppa	139	16	155
3	Mudigeri	228	29	257
4	Sringeri	105	0	105
5	Chickmagalur	380	13	393
6	Tarikere	292	30	322
7	N.R.Pura	118	16	134
	<b>Total</b>	<b>1663</b>	<b>158</b>	<b>1821</b>
<b>11</b>	<b>Chitradurga</b>			
1	Bharamasagar	277	6	283
2	Chitradurga	246	0	246
3	Challakere	476	8	484
4	Hiriyur	420	31	451
5	Holalakere	273	22	295
6	Hosadurga	318	39	357
7	Molakalmur	192	10	202
	<b>Total</b>	<b>2202</b>	<b>116</b>	<b>2318</b>
<b>12</b>	<b>Dakshina Kannada</b>			
1	Belthangady	304	18	322
2	Sullia	165	0	165
3	Mangalore(U)	227	0	227
4	Mangalore®	448	0	448
5	Buntwal	341	1	342
6	Vittla	227	1	228
7	Puttur	370	0	370
	<b>Total</b>	<b>2082</b>	<b>20</b>	<b>2102</b>

<b>13</b>	<b>Davanagere</b>			
1	Davanagere	478	14	492
2	Jagalur	237	10	247
3	Harihara	247	5	252
4	Harapanahalli	360	21	381
5	Honnali	267	16	283
6	Channagiri	370	20	390
	<b>Total</b>	<b>1959</b>	<b>86</b>	2045
<b>14</b>	<b>Dharwad</b>			
1	Dharwad	297	5	302
2	Hubli	145	1	146
3	Hubli-Dharwad	392	0	392
4	Kalaghatagi	189	2	191
5	Kundgol	212	0	212
6	Navalagund	222	2	224
	<b>Total</b>	<b>1457</b>	<b>10</b>	1467
<b>15</b>	<b>Gadag</b>			
1	Shirahatti	227	0	227
2	Mundargi	169	0	169
3	Gadag	316	4	320
4	Ron	273	0	273
5	Nargund	117	0	117
	<b>Total</b>	<b>1102</b>	<b>4</b>	1106
<b>16</b>	<b>Gulbarga</b>			
1	Afzalpur	250	0	250
2	Aland	414	0	414
3	Chincholi	325	17	342
4	Chitapur	256	0	256
5	Gulbarga ®	400	16	416
6	Gulbarga(U)	450	11	461
7	Jewargi	314	22	336
8	Sedam	309	7	316
9	Shahabad	243	0	243
	<b>Total</b>	<b>2961</b>	<b>73</b>	3034
<b>17</b>	<b>Yadgir</b>			
1	Shahapur	358	9	367

2	Shorapur	423	23	446
3	Yadgir	223	5	228
4	Attikuni	246	13	259
	<b>Total</b>	<b>1250</b>	<b>50</b>	1300
<b>18</b>	<b>Hassan</b>			
1	Hassan	346	42	388
2	Channarayapatna	364	27	391
3	Holenarasipur	248	12	260
4	Belur	225	76	301
5	Sakaleshpur	212	43	255
6	Alur	143	35	178
7	Arasikere	423	25	448
8	Arakalgod	255	15	270
	<b>Total</b>	<b>2216</b>	<b>275</b>	2491
<b>19</b>	<b>Haveri</b>			
1	Hangal	319	0	319
2	Ranebennur	359	14	373
3	Hirekerur	336	3	339
4	Savanur	205	0	205
5	Shiggaon	225	8	233
6	Byadgi	160	2	162
7	Haveri	283	0	283
	<b>Total</b>	<b>1887</b>	<b>27</b>	1914
				0
<b>20</b>	<b>Kodagu</b>			0
1	Madikeri	247	4	251
2	Somvarpet	274	9	283
3	Ponnampet	326	10	336
	<b>Total</b>	<b>847</b>	<b>23</b>	870
				0
<b>21</b>	<b>Kolar</b>			0
1	Banagarpet	250	10	260
2	Bethamangala	270	11	281
3	Kolar	428	23	451
4	Malur	260	20	280
5	Mulbagal	425	0	425
6	Srinivaspura	317	17	334
	<b>Total</b>	<b>1950</b>	<b>81</b>	2031
				0

<b>22</b>	<b>Koppal</b>			0
1	Koppal	424	8	432
2	Gangavathi	301	11	312
3	Kanakagiri	281	19	300
4	Yelaburga	364	1	365
5	Kustigi	372	11	383
	<b>Total</b>	<b>1742</b>	<b>50</b>	1792
<b>23</b>	<b>Mandya</b>			
1	Srirangapatna	204	11	215
2	Pandavapura	234	30	264
3	Nagamangala	243	121	364
4	Malavalli	339	42	381
5	Maddur	390	16	406
6	Mandya	247	2	249
7	Dudda	229	24	253
8	K.R.Pet	334	60	394
	<b>Total</b>	<b>2220</b>	<b>306</b>	2526
<b>24</b>	<b>Mysore</b>			
1	T.Narasipur	327	4	331
2	Hunsur	329	34	363
3	HD Kote	336	62	398
4	Mysore(U)	205	0	205
5	Nanjangud	282	2	284
6	Bilekere	262	4	266
7	Periapatna	313	27	340
8	K.R.Nagar	288	12	300
9	Mysore	316	24	340
	<b>Total</b>	<b>2658</b>	<b>169</b>	2827
<b>25</b>	<b>Ramanagara</b>			
1	Ramanagara	284	60	344
2	Channapatna	309	18	327
3	Magadi	306	63	369
4	Kanakapura	268	67	335
5	Maralwadi Harohalli	116	34	150
	<b>Total</b>	<b>1283</b>	<b>242</b>	1525
<b>26</b>	<b>Raichur</b>			
1	Raichur	286	0	286

2	Gillesugur	284	0	284
3	Manvi	239	0	239
4	Sirivara	241	0	241
5	Sindhanur	345	0	345
6	Thurvihal	233	6	239
7	Lingasgur	513	12	525
8	Deodurga	453	23	476
	<b>Total</b>	<b>2594</b>	<b>41</b>	2635
<b>27</b>	<b>Shimoga</b>			
1	Soraba	325	28	353
2	Sagar	301	36	337
3	Bhadravathi	377	24	401
4	Shimoga	362	34	396
5	Shikaripur	295	4	299
6	Hosanagar	206	139	345
7	Thirthahalli	251	49	300
	<b>Total</b>	<b>2117</b>	<b>314</b>	2431
<b>28</b>	<b>Tumkur</b>			
1	Tumkur(U)	175	2	177
2	Tumkur ®	454	45	499
3	Koratagere	231	59	290
4	Kunigal	349	44	393
5	Gubbi	362	102	464
6	C.N.Halli	332	33	365
7	Turuvekere	274	54	328
8	Pavagada	314	15	329
9	Madhugiri	370	57	427
10	Tiptur	305	40	345
11	Sira	396	68	464
	<b>Total</b>	<b>3562</b>	<b>519</b>	4081
<b>29</b>	<b>Udupi</b>			
1	Udupi	261	0	261
2	Bramhvara	270	0	270
3	Kundapur	387	0	387
4	Karkal	228	0	228
	<b>Total</b>	<b>1146</b>	<b>0</b>	1146

<b>30</b>	<b>Uttar Kannada</b>			
1	Karwar	236	10	246
2	Ankola	214	15	229
3	Kumta	272	10	282
4	Honnavar	<b>320</b>	5	325
5	Bhatkal	216	9	225
6	Sirsi	321	30	351
7	Siddapur	205	17	222
8	Yellapur	180	17	197
9	Haliyal	206	17	223
10	Mundgod	169	17	186
11	Supa (Joida)	183	10	193
	<b>Total</b>	<b>2522</b>	<b>157</b>	<b>2679</b>
	<b>Grand Total</b>	<b>61227</b>	<b>3331</b>	<b>64558</b>

sd/-

**Director**  
**Department of Women and Child development,**  
**Government of Karnataka**