



GOVERNMENT OF KARNATAKA



SDS TRC & RAJIV GANDHI INSTITUTE OF CHEST DISEASES

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No. SDS/TND/07(DIET)/2023-24 Dated:28.12.2023

SHORT TERM TENDER DOCUMENT E-PROCUREMENT-2 TENDER FOR THE SUPPLY OF DIET ITEMS

Website: <https://kpppp.karnataka.gov.in/>

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SECTION-1
INVITATION OF SHORT-TERM TENDER FOR THE SUPPLY OF
DIET ARTICLES

1. The Director, SDS TRC & RGICD, Bangalore, hereby invites tenders from the **Registered Co-op. Societies / Govt. Organizations / Manufacturers / Wholesale Dealers** for supply of Diet Articles as detailed in **Annexure-I**.

Note:-

- a) The term 'Authorized Signatory', means a proprietor/ Proprietreix, or a Managing partner or an whole-time employee, in executive cadre, in a proprietorship concern/partnership firm or a person who is working as Managing Director / Director Finance / Director Marketing / General Manager / Assistant General Manger / Manager / who has authority to take decision on the spot with regard to all the aspects of the Tender.
 - b) The term **"PURCHASER"** for the purpose of placing the order, accepting / rejecting the goods, payments and sending samples for testing by the Director, SDS TRC & RGICD, Bangalore and any other agency authorized by the Institute, who are bound by the Contract in pursuance of this Tender, while purchasing Diet items.
 - c) The term **"TENDERER"** means the Supplier participating in this tender.
 - d) The item **"CONTRACTOR"** refers to the successful Tenderer who has entered into an agreement with Director, SDS TRC & RGICD, Bangalore for the purpose of supplying Diet items as mentioned in this tender.
 - e) The Director, SDS TRC & RGICD, Bangalore shall be the Tendering Authority for the purpose of this tender.
2. Tenderers are free to quote for Diet items listed in **Annexure-1** The evaluation of tender will be done on per item basis i.e Diet items denoted by the items code.
3. Tenders only those Tenderers who fulfil the Terms and Conditions of this tender will be considered for evaluation.

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

4. Interested eligible Tenderers may obtain further information from the office of the Director, SDS TRC & RGICD, Bangalore, Phone: 08-26088667/571/567 e-mail-ID:director.rgicd@gmail.com

5. (a) **Schedule of Events:-**

Tender Reference	:	<u>TENDER</u> No. SDS/TND/07(DIET)/2023-24 DATED:28.12.2023
Date of Tender form availability in e-procurement portal	:	28.12.2023 Thursday
Last date and time for uploading filled tender documents	:	11-01-2024 upto 5.00 pm Thursday
Date and Time of Pre-BID meeting	:	02-01-2024 at 11.30 am Tuesday
Last Date of Submission of samples	:	09-01-2024 at 4.00 pm Tuesday
Evaluation of Submitted Samples	:	12.01.2024 at 11.30am Friday
Date and Time of opening of technical BID	:	16-01-2024 at 11.30 am Tuesday
Date and Time of opening of financial BID (Cover-II)	:	20-01-2024 at 11.30 am Saturday
Place of opening of tenders	:	SDS TRC & RGICD, BANGALORE
Address for Communication	:	Director SDS TRC & RGICD, Someshwaranagar 1 st Main Road, DRC Post, Bangalore-560 029

- (b) **Opening of price Bid** - Price Bid of only those Technical responsive Tenderers will be opened on a notified or on any further date to be notified / informed to the Technical responsive Tenderers.
- (c) **Validity shall Contract** – On Contract basis for a period of **One year** from the date of award of contract extendable up to three months from the date of issue of Award of Rate Contract.
- (d) Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the purchaser, a Tender valid for shorter period shall be rejected by the purchaser, as Non-responsive.
6. Completed Tender document shall be uploaded through e-procurement portal in the manner described under instructions in Section –II, on or before the last date and time stipulated.
7. Tenderer should submit the Hard copy of the documents uploaded in e-procurement portal along with the Demand Draft of Rs.2000/- towards tender form in favour of Director, SDS TRC & RGICD before the date of opening of Technical Bid.

SECTION-II
SHORT-TERM TENDER TERMS AND CONDITIONS

- 1.1. The Tender shall be uploaded only if the Tenderer is agreeable to all the Terms and Conditions of the Tender, which includes the Description and specifications of the items mentioned therein.
- a. The Tenderer shall upload the tenders through e-procurement portal by using User's ID and Digital Signature Certificate for Techno-commercial and price Bids.
- b. Items required are listed with other details in **Annexure-1**
- 1.2. Irrespective of the terms and conditions the Tenderer may have specified, only the terms and conditions specified in this tender shall be binding on the Tenderer and the tendering authority. Conditional tender will be rejected.
- 1.3. The Tender shall upload the tender in the manner described here under:-

A. Techno – Commercial BID shall contain documents listed under technical qualification criteria.

A.1. Earnest Money Deposit / Bid Security.

The Tenderer can pay the Earnest Money Deposit (EMD) for Rs.50,000=00 for Diet Articles in the e-procurement portal by using any of the following payment modes:-

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

OTC Designated Bank branches listed in Annexure-II can be obtained through website <https://kppp.karnataka.gov.in/> in contractors section where a Contractor can make a payment.

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

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

- a. EMD will be accepted only in the form of electronic cash in any of the designatedBank branches located across the Country (and not through Bank Guarantee) and will be maintained in the Govt.'s central pooling account until the contract is closed.
- b. The entire EMD amount for a particular tender has to be paid in a single transaction
- c. The EMD money received for all the tenders floated through the e-procurement platform will be collected and maintained in a central pooling account.

Refund of EMD

The EMD money will be kept in the central pooling account until the tender is awarded to the successful bidder. Based on the instruction of Tender Authority (TAA) the EMD amount of the unsuccessful bidders will be refunded to the respective Bank a/c of the contractor in the e-procurement system.

A.2 Notarized copy of GST Certificate along with commodity description of Tenderer is to be uploaded.

A.3 Notarized copy of PAN Card of Tenderer is to be uploaded.

A.4 Notarized copy of the I.T return for three years i.e., 2020-21, 2021-22 and 2022-23 to be up loaded.

A.5 Notarized copy of GST Returns for three years i.e., 2020-21, 2021-22 and 2022-23 to be up loaded.

A.6 Annual Turnover Statement for three years 2020-21, 2021-22 and 2022-23 certified by Chartered Accountant is to be uploaded.

A.7 (a) Tender Offer Form

Tender Offer Form with an undertaking to abide by the terms and conditions of the tender in the format as per **Annexure-II** is to be uploaded.

A.7 (b) Declaration Form.

Declaration from the Tenderer in the format as per **Annexure-III** is to be uploaded.

A.8 List of Diet items quoted by the Tenderer.

List of Diet items quoted by the tenderer to be furnished separately as per **Annexure-IV** is to be uploaded.

A.9 Seal and Signature of the Tender Documents.

The tender document shall have seal and signature on all pages including the **Annexures** by the authorized signatory.

A. 10. The document / Certificates should be:-

- a) The documents uploaded should be clearly visible failing which such documents shall not be considered.
- b) The documents uploaded in general documents should be named individually.

A. 11. Performance Statement.

List of items supplied to various Government/Semi Government/Autonomous Institutions with quantities during the financial years **2020-21, 2021-22 and 2022-23 to be up loaded** as per the **Annexure-V** along with user Certificates as per the **Annexure-VI** of the Tenderer is to be uploaded.

A.12. Notarized copy of valid Registration Certificate if tendering firm is registered under co-op. Societies Act. In respect of co-op. societies/Govt. Organization/Other Firms is to be uploaded.

A.13. Firm or Company or Suppliers of Diet items shall hold valid FSSAI (Food Safety and Standards Authority of India) License or Registration and submit the same.

A.14. The Solvency certificate for Rs.2 lakhs from the Nationalized Bank in the name of Director, SDS TRC & RGICD, Bengaluru.

A.15. Certificate from Weight and Measurement Department regarding weighing scale.

A.16. Notarized copy of License (Form C or Equivalent) issued by the Municipality or Corporation is to be uploaded.

A.17. Notarized copy of Audited Balance Sheet certified by the competent authority if the Tendering firm registered under co-operative society act or any Government authorities to be uploaded.

A.18. The Tenderer has to have local registered branch at Bangalore City otherwise the Tender will be rejected and the details have to be mentioned as follows:-

A. 19. Submission of original Documents.

The originals of all the document uploaded under Technical Bid Shall be produced for verification within 10 (TEN) days after the opening the Technical Bid.

Name of the contact person with full Address_____

Mobile No._____

Land Line No._____

E-Mail-ID:_____

B. PRICE BID CONTAIN THE DOCUMENTS LISTED HEREUNDER

B-1. PRICE SCHEDULE

(a) Price schedule format shall be furnished in the e-procurement platform.

The rate, quoted per unit for landed/basic price shall be inclusive of excise duty, packing, Forwarding charged, freight, Insurance, customs duty and GST etc.

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

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

B-2. Both the Technical Bid & Commercial Bid for supply of Diet items/Articles shall have to be uploaded under appropriate headings.

(a) The Total value of all the Diet items (Annexure -1) quoted by the tenderer is taken into consideration for L1, L2 & L3 (Not of individual items)

(b) In the event of any discrepancy with respect to the rates quoted the Purchaser reserves the right to accept the lowest rate.

(c) All pages of the Tender except for printed literature if any enclosed shall carry the full signature of the person signing the Tender.

GENERAL CONDITIONS

1. The language of the Tender shall be in English. In case, the original documents are issued in vernacular, the translation certified by the authority signing the original/by a notary should be uploaded along with the original.
2. The Tender inviting authority may at his discretion, extend the deadline for submission of Tenders, in such case all rights and obligations of the Tendering authority and the tenders subject to the previous deadline, will thereafter be subject to such extended deadline.
3. The Tender Accepting authority reserves the right to cancel the tender at any point of time without assigning any reasons.
4. Price Bids of only those Tenderer which satisfy the standard criteria laid down on the basis of the details furnished by the Tenderer in technical Bids (under terms and conditions) for notified/informed to the Techno-Commercially Responsive Tenderer.
5. The Tenderer shall bear all costs associated with the preparation and submission of his tender and the Tender inviting authority/Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or out-come of the Tendering process.

8. SUBMISSION OF SAMPLES

- (a) The Tenderers shall submit the samples to the **Director, SDS TRC & RGICD, Bangalore**, as per the **Annexure-VII** and Quantity indicated in **Annexure-VIII** for item scheduled in **Annexure-1**, within the time schedule prescribed
- (b) The Sample shall be in original form in which supplies will be made, if the contract is awarded.
- (c) The cost of the sample shall not be payable by the Tender inviting authority.
- (d) The sample submitted will be returned to the unsuccessful Tenderer after completion of the Tender process.

9. QUOTATIONS

1. The rate quoted shall be the rate inclusive of Excise Duty, packing & forwarding transpiration, insurance and any incidental charges and GST payable, if any, should be quoted for the required items, On **SDS TRC & RGICD, Bangalore**, Stores or Kitchens/Institution delivery basis, as per the orders and according to unit asked for in accordance with the price bid format provided under e-portal of this tender. This price shall be the criteria for evaluation of price bid financial bid as B.1 above. Tender for the supply of Diet items/articles with conditions like “at CURRENT MARKET RATE” SUBJECT TO AVAILABILITY “SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED” Etc., will not be accepted. Handling, clearing, / transport charges Etc, will not be paid. Additionally the deliveries should be made as stipulated in the purchase order place by successful Tenderers.

2. The rates quoted should not be linked to the quantum of the order or destination.
 - a) The rates quoted shall be inclusive of delivery cost of supplies to destination indicated in **SDS TRC & RGICD, Bangalore**, at no extra cost.
 - b) No Tenderer shall be allowed at anytime on any ground whatsoever to claim revision or modification in the rates quoted by him. Clerical error, typographical error, etc, committed by the Tenderers in the tender forms shall not be considered after opening of the tenders.

11. SECUTIRY DEPOSIT AND CONTRACT.

- a) The Tenderer whose offer is accepted as L-I, L-II and L-III on being informed. Should execute a contract Agreement Karnataka Government Stamp Paper in duplicate of the Value of Rs.100-00 (Rupees Hundred Only- cost to be borne by the Tenderer) as provided by Article 5 of the schedule of Karnataka Stamp Act. A copy of the contract agreement will be given to the Tenderer. The specimen form of agreement will be as per the **Annexure-IX**. In case L-I Default executing a contract agreement within 10 days of the acceptance of is tender is status as L-I will stands cancelled and L-II Tenderer will be invited to enter into contract agreement consequently the EMD / SD of the L-I stand forfeited to the **Director, SDS TRC & RGICD, Bangalore**.
- b) Stamp duty in case of documents to be by the government or on behalf of Government is exempted under section 3 of the Karnataka Stamp duty Act,1957 (As per Government letter No. HFW 152 HPC 2000 Dated: 12-01-2001)
- c) The Successful Tender whose offer is accepted as lowest shall be required to pay a Security Deposit as detailed below.

SECURITY DEPOSIT

- Security Deposit of Rs.1,00,000/- for Diet Items should be furnished along with the contract agreement in the form of Demand Draft in favour of the Director, SDS TRC & RGICD, Bangalore.
- d) The agreement along with the specified "Security Deposit" should be submitted within TEN DAYS from the date of receipt of the intimation of the Acceptance of offer.
 - e) Agreement not accompanied by the Security Deposit or any partial agreement deleting certain clauses/ items, will not be accepted, and will be deemed as non-submission of agreement and violation of the tender condition and the earnest money deposit of such tenders will be forfeited to the **Director, SDS TRC & RGICD, Bangalore**, without giving further notice, such Tenderer ceases to have any rights whatever in this regard with respect to his tender or the contract issued thereon.
 - f) The Earnest Money Deposit of such successful Tenderer, who fails to execute the Agreement / to furnish the security deposit within the stipulated period/who

furnishes partial agreement deleting/altering the specified clauses will be forfeited to the **Director, SDS TRC & RGICD, Bangalore**, and his tender will be rejected and the firm will be black listed and he will be liable for all damages caused including the liabilities to pay any difference between the prices accepted by him and those ultimately paid for the procurement of the items concerned by **Director, SDS TRC & RGICD, Bangalore**, such damages shall be assessed by the **Director, SDS TRC & RGICD, Bangalore**, whose decision is final.

The original agreement shall be with the Tendering authority. The Tenderer shall collect the signed copy of the agreement on his own. The purchaser will not be responsible for the loss of the copy not collected by them.

g) Violation of any of the Clause of the Agreement shall be deemed as violation of Terms and Conditions of this Tender.

h) The Contractor is permitted to claim the Security Deposit on completion of the contract period after executing all the supplies satisfactorily, whichever is later. The refund of the Security Deposit shall be subject to satisfactory performance of the contract as per the terms and conditions of the contract. The Security Deposit not claimed within three years from the date of expiry of the contract will be forfeited to the **Director, SDS TRC & RGICD, Bangalore**, without notice.

12. VALIDITY OF CONTRACT/PRICE/ RATE QUATED.

The rates quoted shall be valid for a period On Contract basis for a period of One year extendable upto three months from the date of issue of Award of Rate Contract.

13. TENDER EVALUATION

a) The evaluation of the tender in Techno-Commercial Bid/ Price Bid (Cover- A & B) will be done as per the Karnataka Transparency in Public Procurement Act 2000. In the order of preference as under.

First Preference	-	L-I
Second Preference	-	L-II
Third Preference	-	L-III

b) The competent authority **Director, SDS TRC & RGICD, Bangalore**, will take a decision in consideration of the prevailing policy of the Government and the tender conditions, to award the status for each tenderer with respect item as under:-

First Preference L-I	Second Preference L-II	Third Preference L-III
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c) **Director, SDS TRC & RGICD, Bangalore**, will call upon the successful bidder, informing the acceptance of his tender for the item to execute the agreement and to furnish the Security deposit.

- d) If the L-I contractor fails to execute the purchase order, the purchaser shall opt for L-II and L-III or in the open market in the order of priority and the difference of cost (if any) will be recovered from the defaulting contractors as per clause (15).

14. ORDERS AND DELIVERY SCHEDULES

- I. The Purchaser does not guarantee the quantity, which will be ordered. The quantity mentioned is only the tentative requirement and may increase or decrease as per the actual requirement. No claims shall lie against the **Director, SDS TRC & RGICD, Bangalore**, in this regard. The rates quoted should not vary with quantum of the order of the destination.
- II. The purchaser reserves the right to order for only such quantity as may be necessary and the contractor is bound to supply the ordered quantity only. Quantities supplied in excess will not be paid.
- III. Supplies are to be made as per the delivery schedule and timings given by the purchaser.
- IV. The Contractor is permitted to supply the ordered quantity of items/articles within 10 days as per the requirement of the **SDS TRC & RGICD, Bangalore**.
- V. If the supply of the full ordered quantity is not completed in the stipulated period, the supplier will have to pay penalty as mentioned below.
- VI. The Items/Articles required in the Kitchen/office of the **SDS TRC & RGICD, Bangalore** have to be supplied as day to day / monthly basis the tenderer who is awarded the contract have to take list of required Items/Articles of SDS TRC & RGICD, Bangalore on the previous day / month of the supply.
- VII. The order will stand cancelled at the end of stipulated period after levying penalty on the value of unexecuted order. Penalties shall also thereafter apply suffer forfeiture of the Security Deposit and shall invite other penal action like debarring from participating in both present and future tenders of SDS TRC & RGICD, Bangalore without notice.

15. PENALTY CLAUSE:

- A. **In case the supply is not completed fully or does not meet quality standards as mentioned, the purchaser reserves the right to cancel the orders for non supplied quantity and proceed with the purchase of the same from L-II or L-III or from the open market in the order preference as specified under clause 13(d).**
- B. The difference of cost due to purchase from the next alternate source like L-II, L-III or open market in the same order of preference shall be recoverable from the contractor as under:
 - Difference of cost between L-I and L-II from L-I
 - Difference of cost between L-II and L-III from L-II
 - Difference of cost between L-III and open market from L-III
- C. In-case L-II and / or L-III are not specified, the difference of cost shall be recoverable from L-I or L-II with reference to the purchase price as the case may be.

Note:– Supply within the stipulated period will entail the purchaser to purchase the same item from any other source as per clause “a” above and the difference of cost, if any, shall be recovered from the defaulting contractor as per clause “b” above.

16. STAGGERED SUPPLY:

- a) The contractor should accept the supply orders for any item for staggered supply, with stipulated time schedules for supplies and submit separate Bills for payment for each supply.
- b) The purchaser reserves the right to proceed with the risk purchase from the alternate source in case the supplies are not delivered on time and the difference of cost including the incidental charges if any will be recovered from the contractor.
- c) Supplies under staggered supply order should be delivered immediately on time as specified in the schedule.

17. PAYMENT CLAUSE

- a) No advance payment will be made towards the supply. Payment will be made only after the supplies are effected as per the supply order for Diet Items/Articles monthly basis.
- b) Payment towards the supply will be made strictly as per rules of **Director, SDS TRC & RGICD, Bangalore**.
- c) Not claims shall lie against **Director, SDS TRC & RGICD, Bangalore** in respect of interest on Earnest Money Deposit or on security Deposit.

18. REPLACEMENT OF ITMES

- a) Items supplied in damaged condition or found “Not in conformity with the accept requirement quality, will not be accepted and should be replaced at no extra cost to **Director, SDS TRC & RGICD, Bangalore** within one day from the date of receipt of intimation, failing which, 5% penalty will be levied for the belated supplies.
- b) If the replacement are not effected even within the above penal period, the purchaser will be free to proceed with the purchase from alternate sources as per clause 15 above.
- c) Item declared “not of standard Quality” by the competent authorities should also be replaced at no extra cost to the **Director, SDS TRC & RGICD, Bangalore, WITHIN 03 DAYS FORM THE DATE OF RECEIPT OF INTIMATION** for Items/ Articles failing which 5 % penalty will be levied for the belated supplies and the purchaser shall be free to proceed with the purchase form alternate sources as per clause 15 above.
- d) In case of dispute, regarding the non-conformity with specifications, the decision of the **Director, SDS TRC & RGICD, Bangalore** will be final.

19. DISQUALIFICATION CRITERIA

Failure to comply with the contract provisions will entail disqualification of the contractor and his firm from participating in any of the tenders of this dept. for the next five years, besides immediate termination of the existing contract.

- a) In the event of supplies failing in quality, the purchaser reserves the right to reject such supplies and purchase from alternate source.
- b) Further, the **Director, SDS TRC & RGICD, Bangalore** reserves the right to cancel the contract and forfeit all the dues and deposited of the contractor if the quality failure occurs recurrently and if the quality failure happens to be of grave nature affecting the life or quality of life. This shall be, however, notwithstanding any action that might be proceeded with, under the law.
- c) Such firms may be liable to be blacklisted for 5 years beginning from the year, in which defective supply was detected notwithstanding any action.

20. BLACK-LISTING OF DEFAULTING CONTRACTORS:

- a. The tenders who have been declared as de-registered/ debarred/black listed, either by central or any State Government, even after the award of Contract Shall be treated as non-responsive Tenders.
- b. The purchaser reserves the right to Black List any contractor either in whole or in part limiting to Specified product/ products, for breach of any of the Terms and conditions of the tender.
- c. Such BLACKLISTER CONTRACTOR AND HIS ESTABLISHMENT will not be eligible to participate in any of the Departmental Tenders for subsequent 5 years. Such firms/ products will be blacklisted for five years beginning from the year following the one in which defective Supplies were detected and contract with such contractor will be Suspended and purchases will be made from alternative source. The contractor shall also be liable for action under criminal law also all the deposits and dues of such tenders/ contractors shall be forfeited to the **Director, SDS TRC & RGICD, Bangalore**.

The Purchaser reserves the right to BLACK LIST any tenders for the following reasons:

- i. Abnormal under-quoting to sabotage the process.
- ii. Non-executing of agreement and the security deposit when his offer/r is accepted.
- iii. Submission of false documents to get declared as responsive.
- iv. Canvassing through whatever means to get his tender approved.
- v. Interfering in corrupt practice like offering incentives/inducements/coercion etc. To seek favour of approval.
- vi. Interfering in the process of evaluation through submission of false documents on other tenderer/s.
- vii. Bringing in the pressure on the officers of officials to get his tender declared responsive.
- viii. Any other activity which would affect/ interfere with the evaluation process.
- ix. Supply of spurious products

- x. Supply of items of substitute make other than that mentioned in the tender and uploaded tender as sample with the tender.
- xi. Recurrent supply of not of standard items.
- xii. Recurrent delay in supplies.
- xiii. Indulging corrupt practices either to get supply order/s or to the payment for supplies.
- xiv. Bringing extraneous pressure on officers/officials to place supply orders.
- xv. Recurrent supply of items in packing materials of poor quality.
- xvi. Supply of quantity less than that claimed on label.
- xvii. Canvassing to generate indents

The firms/Manufacturers, who have been notified as BLACK LISTED by the Central or any State Governments are not eligible for participation in this tender. Such tenders will be rejected even if received.

d. if the Tendering authority comes to know of such Blacklisted status of the Firms Subsequent to the opening of the Tender/Acceptance of the Contract all the deposits and dues of such Tender/Contractors be forfeited to **Director, SDS TRC & RGICD, Bangalore** and such firms will be liable a for Blacklisting.

e. The **Director, SDS TRC & RGICD, Bangalore** reserves the right to reject the tender of blacklisted companies and those companies whose past performance any agencies/Health Institutions was poor due to delayed and erratic supplies, frequent quality failures etc.

21. TERMINATION OF CONTRACT UNDER SPECIAL CIRCUMSTANCES

The purchaser may without Prejudice to any other remedy for breach of Terms and Conditions of Tender, by written notice of one month, terminate the contract either in whole or part, stating reasons thereof.

22. DISPUTES AND JURISDICTION

In the event of any dispute arising out of the Terms and Conditions of the tender, such dispute would be subject to the Jurisdictional Courts in Bangalore, Karnataka.

23. SAVING CLAUSE PROTECTION OF ACTION TAKEN IN GOOD FAITH

No Suit, prosecution or any legal proceedings shall lie against the Purchaser or **Director, SDS TRC & RGICD, Bangalore** or any person for anything which is done in good faith or intended to be done in pursuance of this Tender the tendered quantity of the items notified.

24. SPECIAL NOTE

1. ALL SUPPLIES SHOULD ACCOMPANY ORIGINAL DELIVERY NOTE & INVOICES.
2. THE MATTER PERTAINING TO THE SUPPLIES SHOULD BE EITHER PRINTED OR TYPEWRITTEN OR LEGIBLY HAND WRITTEN ON THE DELIVERY CHALLAN OR THE INVOICE.
3. **THE PURCHASER SHALL RESERVE THE RIGHT TO PURCHASE THE ITEMS OVER AND ABOVE THE QUANTITY MENTIONED IN THIS TENDER, DURING THE CONTRACT PERIOD.**
4. IN ALL THE ABOVE CONDITIONS, THE DECISION OF **DIRECTOR, SDS TRC & RGICD, BANGALORE** SHALL BE FINAL AND BINDING.
5. THE UPLOADED TENDER DOCUMENT SHALL CONTAIN ALL THE PAGES SIGNED BY THE AUTHORISED SIGNATORY, ALONG WITH THE RESPECTIVE ANEXURES AND MENTIONED.
6. CLEANED & READY TO COOK DIET ARTICLES SHOULD BE SUPPLIED.
7. TENDER/CONTRACT SHOULD NOT BE SUBLET.

ANNEXURE – I
SDS TRC & RGICD, Bangalore

DESCRTIPTION OF ITEMS

No. SDS/TND/07(Diet)/2023-24 Dated:07-12-2023
SHORT-TERM TENDER FOR SUPPLY OF DIET ARTICLES

Sl No	Name of The Diet Item	Packing/ Unit	Grade and Specifications	Approximate Annual Quantity Requirement	Unit
1	Sona Masuri Fine Quality Rice	26kg / Bag (Tenderer Shall Quote The Price For 1kg, But Supply Shall Be Made In 26kg/Bag Packing)	All Cereals And Pulses Be Should Be 1st Grade Quality And Should (1) Pure (2) Free From Adulterants And Forien Matter,(3) Defectives, (4) Moisture Content.“Foreign Matter Means Any Extraneousmatter Other Than Food Grains Comprising Of;“Inorganic Matter” Includes Metallic Pieces,Dust, Sand, Gravel, Stones, Dirt, Pebbles, Lumpsof Earth, Clay & Mud And Animal Filth Etc.;“Organic Matter” Consisting Of Husk, Straws,	17000	Kgs
2	Thoor Dhal			3000	Kgs
3	Moong Dhal			300	Kgs
4	Uradh Dhal	5 Kg/Bag (Tenderer Shall Quote The Price For 1kg, But Supply Shall Be Made In 5 Kg/Bag Packing)		300	Kgs
5	Cow Pea (Alsandi)			300	Kgs
6	Chick Pea (White Kabul)			150	Kgs
7	Horse Gram (Urali Kaalu)			300	Kgs
8	Black Channa (Kadale Kaalu)			300	Kgs
9	Green Gram			300	Kgs
10	Black Eyed Pea			150	Kgs
11	Dry Peas			250	Kgs
12	Idli Rava			1000	Kgs
13	Bengal Gram Split (Kadale Baale)	1 Kg Packets		300	Kgs
14	Channa Dhal Split (Kadale Poppu)	1 Kg Packets		250	Kgs
15	Soya Chunks	1 Kg Packets		150	Kgs
16	Ground Nut	1 Kg Packets		300	Kgs
17	Sambar Powder	1 Kg Packets		400	Kgs
18	Pulyogre Powder	1 Kg Packets		10	Kgs
19	Dhanya Powder	1 Kg Packets		100	Kgs
20	Rasam Powder	1 Kg Packets		50	Kgs
21	Garam Masala Powder	1 Kg Packets		10	Kgs
22	Turmeric Powder	1 Kg Packets		30	Kgs
Sl	Name of The Diet Item	Packing/	Grade and	Approxim	Unit

No		Unit	Specifications	ate Annual Quantity Requirement	
23	Red Chilli Powder	1 Kg Packets		50	Kgs
24	Bisibelabath Powder	1 Kg Packets		50	Kgs
25	Shavige	1 Kg Packets		50	Kgs
26	Cooking Soda For Fermenting Idli	100 Grams/Packets		1	Kg
27	Salt Crystal	1 Kg Packets	Crystal- Double Iodized	1200	Kgs
28	Salt Powder	1 Kg Packets	Crystal- Double Iodized	100	Kgs
29	Sugar	1 Kg Packets	Crystal White Or Equivalent	800	Kgs
30	Tamarind	1 Kg Packets	Cleaned De-Husked-Seedless.Free From Dust Dirt And Adulterations	200	Kgs
31	Ragi Flour	1 Kg Packets	Fresh Roasted, Ground, Fortified With Added Nutrients	4000	Kgs
32	Maida Flour	1 Kg Packets	Fresh , Fortified With Added Nutrients	10	Kgs
33	Gram Flour (Kadale Hittu)	1 Kg Packets	Fresh Roasted, Ground, Fortified With Added Nutrients	10	Kgs
34	Jaggery	1kg	Muddae (Round) , Fine Quality, Free From Foriegn Matters	600	Kgs
35	Black Pepper	250 Grams/ Packets	Fresh Whole, Undamaged Kernels	15	Kgs
36	Jeera	250 Grams/ Packets	Fresh Whole, Undamaged Kernels	15	Kgs
37	Mustard	100 Grams/ Packets	Black Undamaged Kernels	15	Kgs
38	Sesame	250 Grams/ Packets	Fresh Whole, Undamaged Kernels	15	Kgs
39	Cinnomon	250 Grams/ Packets	Fresh Whole, Undamaged Kernels	10	Kgs
40	Cloves	250 Grams/ Packets	Fresh Whole, Undamaged Kernels	4	Kgs
41	Bay Leaf	250 Grams/ Packets	Fresh Whole, Undamaged Kernels	4	Kgs
42	Byadige -Dry Chilli Red(Spicy)	1 Kg Packets	Fresh Whole, Undamaged Kernels	50	Kgs

Sl No	Name of The Diet Item	Packing/ Unit	Grade and Specifications	Approximate Annual Quantity Requirement	Unit
43	Guntur-Dry Chilli Red(Seasoning)	1 Kg Packets	Fresh Whole, Undamaged Kernels	50	Kgs
44	Big Rava (Upma)	1 Kg Packets	Fresh Whole, Undamaged Kernels	600	Kgs
45	Small Rava(Gangi)	1 Kg Packets	Fresh , Free From Adulterants	100	Kgs
46	Wheat Flour	5kg	**High Quality Refined Wheat Flour Only . (To Suit The Automatic Chapathi Machine Specifications) Fssai Licenced And Free From Fungus And Foreign Matters. Should Specify (A) Name And Address Of The Packer, (B) Place Of Packing, (C) Date Of Packing, (D) Best Before-Up To Month & Year (E) Net Weight	3000	Kgs
47	Refined Cooking Oil Sunflower / Groundnut	1kg & 1/2 Kg Packets	The Oil Shall Be Clear, Free To From Rancidity, Admixture Of Other Oil Or Substances, Mineral Oil, Suspended Matter Sediments, Free From Added Coloring And Flavouring, Substances And Obnoxious Odor. The Oil May Contain Permitted Anti-Oxidants Not Exceeding In Concentration Specified Under Prevention Of Food Adulteration Rules,1995	1200	Kgs
48	Puffed Rice	1 Kg Packets	Fresh Whole		
49	Whole Danaya	1 Kg Packets	Fresh Whole, Undamaged Kernels	10	Kgs
50	Feenugreek Seeds	1 Kg Packets	Fresh Whole, Undamaged Kernels	5	Kgs
51	Pure Ghee	1 Kg Packets	Free From Rancidity, Added Coloring And Flavouring, And Obnoxious Odor.	10	Kgs
52	Asafotodia	1 Kg Packets	Powder Only ,No Added Adulterants	2	Kgs

Sl No	Name of The Diet Item	Packing/ Unit	Grade and Specifications	Approximate Annual Quantity Requirement	Unit
53	Ellaichi	1 Kg Packets	Fresh Whole, Undamaged Kernels	2	Kgs
54	Poppy Seeds	1 Kg Packets	Fresh Whole , No Added Adulterants	2	Kgs
55	Pulav Masala	1 Kg Packets	Fresh Whole, Undamaged Kernels	2	Kgs
56	Coffee Powder	1 Kg Packets	Freshly Ground,	100	Kgs
57	Tea Powder	1 Kg Packets	Fresh Dried Kernals ,No Added Preservatives/Adultrants	10	Kgs
58	Instant Coffee Powder	1 Kg Packets	Grade 1 Quality , No Addaded Foreign Material	10	Kgs
59	Oats	1 Kg Packets	Grade 1 Quality , No Addaded Foreign Material	10	Kgs
60	Idli Sheets	1 Packet	To Cover 20 Small Idlis Capacity	10	Packets
61	Food Wrapper	1 Roll	Good Quality	15	Rolls

ANNEXURE-II
SHORT-TERM TENDER OFFER FORM

No. SDS/TND/07(Diet)/2023-24 Dated:28.12.2023

Affix the
Photograph of
the person
signing the
document
attested by a
Gazetted Officer
/ Notary

To
The Director
SDS Tuberculosis Research Centre and
Rajiv Gandhi Institute of Chest Institute
Bangalore.

Sir,

Having examined the tender documents in connection with the supply of Diet Items/articles to your department under Bulk/Daily Supply with staggered supplies for the year 2023-24 called by you, I/We, the undersigned offer to supply and deliver the above said items in conformity with the terms and conditions of the tender the rates quoted in the Annexure if the contract is awarded in my/our favour.

I/We understand that the quotation offered shall be valid for a period of 12 months (1 year) or extendable for three months from the date of award of tender.

I/We undertake if our quotation is accepted, I/we will enter into contract to deliver the goods in accordance with the delivery schedule.

I/we undertake to deposit Security Deposit amount in accordance with the terms and conditions to the tender if our offer is accepted.

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

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

ANNEXURE-III
SHORT-TERM TENDER DECLARATION FORM

No. SDS/TND/07(Diet)/2023-24 Dated:28.12.2023

TENDER FOR THE SUPPLY OF DIET ITEMS

Format of undertaking to be furnished by the tenderer for having Accepted the terms & conditions of the tender document.

To
The Director,
SDS Tuberculosis Research Centre and
Rajiv Gandhi Institute of Chest Institute,
Bangalore.

Sir,

In accordance with the terms and conditions of tender document for supply of Diet items/ Articles for the year 2023-24, I/We have gone through all the terms & conditions and hereby agree to accept and undertake to abide the same.

Further stating that firm is not Black Listed with any Government/semi Government Organizations & the documents submitted in Tender are not false/erroneous.

Date	Signature
Place	() Name in capital Seal of the/company

ANNEXURE-IV

LIST OF ITEMS/ARTICLES QUOTED UNDER THIS TENDER

No. SDS/TND/07(Diet)/2023-24 Dated:28.12.2023

Sl.No	Name of the Items/ Articles quoted in the Tender	Specification

Signature and seal of the Tender.....

Note:- If the provided place is inadequate, use additional sheet/s and ensure that the format is the same. If more than one sheet is used, each page shall be serially numbered and at the end of the number of sheets used shall be indicated in figures and words and total number of items quoted shall also be mentioned in words and figures.

PROFORMA FOR PERFORMANCE STATEMENT FOR THE LAST
THREE YEARS (2020-21, 2021-22 and 2022-23)

Name of the Firm _____

[illegible]

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ANNEXURE-VI

User Certificate

No. SDS/TND/07(Diet)/2023-24 Dated:28.12.2023

01	Name of the Items/ articles supplied	
02	Supply Order No. & Date	
03	Supplied by	
04	Supplied during the year	
05	Quantity	Exp:- (1) Name of the item - Quantity (2) Name of the item - Quantity (3) Name of the item - Quantity
06	Comment about Quantity of the Items/ articles supplied.	
07	Any remarks about items/ articles and Supplier	
08	Contact Telephone Numbers	Land Line:- Mobile:-

Date:

End users Signature with Seal

ANNEXURE-VII
SHORT-TERM TENDER FORMAT FOR SUBMISSION OF SAMPLES

No. SDS/TND/07(Diet)/2023-24 Dated:28.12.2023

Sl. No.	NAME OF THE ITEM	Description	Unit pack

Total No. of Samples submitted:

Place:

Total No. of Attachments user:

Date:

Signature with seal
Acknowledgement of the person
Receiving the sample/s with date and seal

Note:-

- If the provided place is inadequate, use additional sheet/s and ensure that the format is the same. If more than one sheet is used, each page shall be serially numbered and at the end the number of sheets used shall be indicated in figures and words and total number of items quoted shall also be mentioned in words and figures.
- Samples shall be provided for all items in Annexure-I. Non-Submission or Profile Submission would entail rejection of tender.

ANNEXURE VIII

SHORT-TERM TENDER QUANTITY OF SAMPLES TO BE SUBMITTED

No. SDS/TND/07(Diet)/2023-24 Dated:28.12.2023

Sl.No.	Name of the Items	Unit Pack	Description

ANNEXURE-IX

CONTRACT FORM

Short-Term Tender Notification No.

This Agreement made on the day of2023 between (Name of purchaser with full address) of(Country of purchaser) (Hereinafter called the purchaser) of the one part and (name of supplier of(Full address of supplier) (Hereinafter called “the supplier”) of the other part.

WHEREAS the purchaser is desirous that certain Goods and ancillary Services Viz., (Brief Description of Goods and Services) and has accepted a Tender by the supplier for the supply of those goods Diet Articles) 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 Section-I Invitation for Tenderer
 - d) The Section – II Terms and Conditions.
 - e) The General Conditions of the Tender
 - f) The Special Not of the Tender
 - g) The Purchaser’s Notification of Award
3. In consideration of the payments be made by the Purchaser the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Purchaser hereby covenants to pay the supplier in consideration of the provision of the goods and services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. Items described and listed in detail in this Tender and in which awarded to us, on Contract basis for a period of 12 months or extendable by three months from the date of issue of this Contract Form

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

Sl. No	Brief Description of goods & Services	Tentative Quantity to be supplied	Name of the Brand/Manufacturer (If applicable)	Unit Price	Total Price	Delivery Terms

Total Value:

Refer Delivery Schedule:

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

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

Signed, Sealed and delivered by the said.....
(For the Supplier) in the presence of

ANNEXURE – X

DESCRIPTION OF ITEMS
(Financial Bid)

DIRECTOR, SDS TRC & RGICD, BANGALORE,

SHORT-TERM TENDER FOR SUPPLY OF DIET ITEMS

Sl. No.	Name of the Items	Unit Pack	Rate to be quoted by the bidder in Rs.

Signature and Seal of the Tenderer _____

Note: The Tenderer Should submit one set of hard copy of all the documents which they have uploaded in the e-portal to this office in a sealed cover on or before the date of opening of Technical BID along with the Demand Draft of Rs.2,000/- in favour of Director, SDS TRC & RGICD, Bengaluru.

TECHNICAL QUALIFICATION CRITERIA DIET ARTICLES

Sl.No.	Criteria
1.	Notarized copy of GST certificate along with commodity description of tenderer is to be uploaded.
2.	Notarized copy of PAN card of Tenderer is to be uploaded.
3.	Notarized copy of the I.T. filed challans for the assessment year 2020-21, 2021-22 and 2022-23
4.	<u>GST Return Certificate.</u> GST filed challan for preceding 3 financial years for 2020-21, 2021-22 and 2022-23 i.e. for 31/03/2021, 31/03/2022 and 31/03/2023 of the Tenderer issued by the concerned authorities is to be uploaded.
5.	<u>Annual Turnover statement</u> Last three financial years 2020-21, 2021-22 and 2022-23 certified by the Chartered Accountant is to be uploaded.
6.	Tender offer Form with an undertaking to abide by the terms and conditions of the tender in the format as per Annexure-II is to be Uploaded.
7.	Declaration from the Tenderer in the format as per Annexure-III is to be uploaded
8.	List of Diet articles quoted by the tenderer to be furnished separately as per Annexure-IV is to be uploaded.
9.	<u>Performance Statement</u> List of Items supplied to various Government/semi Government/Autonomous Institutions with quantities during the financial years 2020-21, 2021-22 and 2022-23 as per the annexure – V along with user Certificates as per the Annexure-VI of the Tenderer is to be uploaded.
10.	Notarized copy of License (Form-C or equivalent) Issued by the Municipality / Corporation in respect of the Tenderer is to be uploaded.
11.	Firm / Company / Suppliers of Diet items shall hold valid FSSAI (Food Safety and Standards Authority of India) License / Registration & submit the same.
12.	The Tenderer has to have local branch at Bangalore city or else the Tender will be rejected and the details have to be mentioned as follows: Name of the Contact Person with full address _____ Mobile No: _____ Land Line No: _____ E –mail ID: _____