HASSAN CO-OPERATIVE MILK PRODUCERS' SOCIETIES UNION LTD,
INDUSTRIAL ESTATE, B.M.ROAD, HASSAN – 573201.
Telephones: 08172-295436, Fax: 240640 Email:purchase.hamul@gmail.com

TECHNICAL BID

a. **One Time Supply**.
Supply of Plastic Pallets. (Roto Moulded Type)

b. **Annual Rate Contract**
Supply of Transparent Bopp Tape with Nandini/Coffee Day Art Work 60 X 1000 mtrs

SAVE ENERGY FOR A BETTER TOMORROW

HASSAN CO-OPERATIVE MILK PRODUCERS' SOCIETIES UNION LTD,
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TECHNICAL CUM COMMERCIAL TENDER

TENDER REFERENCE: No.HCMU/PUR/EPROC/3026/2021-22 DTD:21/09/2021

ACESS OF E - TENDER DOCUMENTS : **From 23/09/2021** TO **07/10/2021** UP TO 05.00 pm

LAST DATE AND TIME FOR UPDATE OF TENDER DOCUMENTS : 08/10/2021 up to 5.00 pm

TIME AND DATE OF OPENDING OF TECHNICAL TENDERS : 11/10/2021 at 3.00 pm onwards

PLACE OF OPENING OF TENDER : H.C.M.P.S.U.LTD (ADMIN SECTION), IND.ESTATE, B.M.ROAD, HASSAN

ADDRESS FOR COMMUNICATION : THE MANAGING DIRECTOR, H.C.M.P.S.U.LTD, IND.ESTATE, B.M.ROAD, HASSAN-573201

SAVE ENERGY FOR A BETTER TOMORROW

HASSAN CO-OPERATIVE MILK PRODUCERS SOCIETIES UNION LIMITED
P.B. NO. 120, INDUSTRIAL ESTATE, B.M.ROAD, HASSAN –573201
PH NO : 08172-295436 FAX: 08172-240640

E-mail Address: ***purchase.hamul@gmail.com***

IFT NO.HCMU/PUR/ EPROC /3626 /2021- 22 **DATE: 21/09/2021**

INVITATION FOR SHORT TERM E TENDER(IFT)
TECHNICAL CUM COMMERCIAL TENDER

Hassan Co-operative Milk Producers' Societies Union Limited(HCMPSUL) invites E-Procurement tender from the Interested & Eligible Manufacturers for the supply of the following items on through E-Procurement portal.

Sl. No	Description	Qty(Approximately)	Terms Of Supply	Prescribed EMD Rs
01	Supply of Transparent Bopp tape with Nandini / Coffee Day Art Work 60 X 1000 mtrs (Re-Call)	15,000 Rolls	3 Months Rate Contract	1,25,000=00
02	Supply of Plastic Pallets. (Roto Moulded Type) (Re-Call)	1,000 No's	One time Supply	62,500=00

Access to E-tender Documents : 23.09.2021 to 07.10 .2021 05.00 PM
Last date for Submission of E-tender Document: 08.10.2021, 05.00 PM
Date of opening of Tech. Tender : 11.10.2021, 03.00 PM onwards

1. The tenderers may submit tenders for any or all of the items/goods given above. Tenderers are advised to note the qualification criteria specified in Section V,VI & VII to qualify for award of the contract.
2. Tender documents may be downloaded from e-procurement website **https://eproc karnataka. gov.in/.** Interested tenderers may obtain further information at the same address. The HAMUL will not be responsible for the website/server problems / submission of incomplete tenders/ Non acceptance of the same by e-portal.
3. The tenderers are required to pay the Earnest money deposit (E.M.D) only through e procurement portal using any of the four modes given in Tender documents.
4. For technical clarifications and any other information required, kindly contact Purchase Officer at the above address during office hours.
5. The Undersigned reserves the right to reject tender without assigning any reason.

Other details can be seen in the tender documents.

Sd/-
MANAGING DIRECTOR

SECTION II : INSTRUCTIONS TO TENDERERS

TABLE OF CLAUSES

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 MD – **Hassan Co-operative Milk Producers' Societies Union Ltd,(HAMUL)** 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 (IIT);
(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) Contract Form;
(h) Performance Security Form;
(i) Manufacturer's Authorization Form; and
(j) 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 A prospective Tenderer requiring any clarification of the tender documents may notify the MD HAMUL 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 by 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 by issuing Addenda.

Any **addendum** thus issued shall be part of the tender documents and shall be uploaded in the e-procurement web portal.

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, 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 HAMUL, at its discretion, may extend the deadline for the submission of tenders.

C. Preparation of Tenders

6. **Language of Tender**

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

7. **Documents Constituting the Tender**

7.1 The tender prepared by the Tenderer shall comprise the following components:

(a) A Technical Tender Form Part – I and a Price Schedule Commercial Tender Part – II completed in accordance with ITT Clauses 8, 9 and 10;

(b) Documentary evidence established in accordance with IIT 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 goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the tender documents; and

(d) Earnest money deposit furnished in accordance with ITT Clause 13.

8. **Tender Form**

8.1 The Tenderer shall complete the 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. 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, except for the items coming under variable price basis as indicated in Clause 17 of the GCC.

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. (The item or items for which Manufacturer's Authorization is required should be specified)

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

(b) That the Tenderer has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section 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 equipments offered and on those of similar nature within the past three/five 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.

12.4 Submission of Sample

a) Please refer to sample schedule, as per schedule the sample/s conforming to HAMUL specifications to be submitted along with the Technical Tender

b)The samples to be submitted along with tenders as per sample schedule. Non submission of sample along with tender shall disqualify the tenderer from the participation.

c)The samples shall be subjected for test evaluation by HAMUL or outside laboratories.

The out-come shall be final and binding for both parties.
d)The tested samples are not returnable

13. Earnest Money Deposit

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

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

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

(a) The tenderers are required to pay the Earnest Money Deposit Fee through any of the following online modes of e-Payment as mentioned in e-Procurement portal.

1) Credit Card (Online Payment)
2) Direct Debit Using Internet Banking (Online Payment)
3) Remittance at the Bank Counter - Challan (Offline Payment)
4) NEFT (Offline payment).

(b) be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITT Clause 13.7 are invoked;
(c) remain valid for a period of 45 days beyond the original validity period of tenders, or beyond any period of extension subsequently requested under ITT Clause

d) EMD will be maintained in the Government central pooling account ICICI Bank until the contract is closed.
e) The entire EMD amount for a particular tender has to be paid in a single transaction.
f) The EMD money received for all the tenders floated through e-procurement platform will be collected and maintained in a central pooling account.

The Tender bid will be evaluated only on confirmation of receipt of payment, the payment (E M D) in the GOK''s central pooling A/C held at ICICI Bank.

13.4 Any tender not secured in accordance with ITT Clause 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 Refund of E M D
The EMD money will be kept in the central pooling account until the tender is awarded to the successful bidder. Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful bidders will be refunded to the respective Bank A/c's of the Tenderer registered in the e-procurement system.

13.7 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 ITT Clause 31.

13.8 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 Signing and Submission of E Tender**:

15.1 The completed bid comprising of documents should be uploaded in the e-procurement portal along with scanned copies of requisite certificates those are mentioned in different sections in the bid document and scanned copy of Bid Security / EMD.

The Tender document i.e.,(Technical Part & Commercial part) shall dully filled with seal , sign & then to be upload in e-procurement portal. completed tenders /Relevant documents with in the stipulated dates and time shall be upload In the e-procurement portal only. No documents will be accepted in person manually.

Tenderer should take a print out of the declaration letter provided in the website on company letter head and should sign, stamp and upload the same to the tender to bind the tenderer to the contract**.**

15.2 The original tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to bind the tenderer to the Contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialed by the persons signing the tender.

15.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the tender.

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

"Do not open before 3-00 PM on 11/10/2021.

17. **Deadline for Submission of e-Tenders**

17.1 Tenders must be uploaded by the Tenderer 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

The software of e-procurement system will not allow the Bidder to upload the documents after expiration of the stipulated date & time of Bid submission. The Bidder shall refer the server time, which will be displayed in the e-proc portal. HCMPSUL will not be responsible for non-receipt of bids within the stipulated date & time prescribed, due to Internet Problems, improper uploading or any other related problems. In case of connectivity problems, Tenderer may contact Helpdesk of the e-procurement web-portal service provider and may also draw the attention of tender inviting authority.

19. **Modification and Withdrawal of Tenders**

19.1 The Tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of tenders by operating the relevant provisions made in e procurement not later than the deadline for submission of tenders.

19.2 No tender may be modified subsequent to the deadline for submission of tenders.

19.3 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tender's Forfeiture of its earnest money deposit, pursuant to ITT Clause 13.7.

AMENDMENTS OF TENDER DOCUMENT:

1.At any time prior to the dead line for submission of tenders, HAMUL for any reason whether, at its own initiative or in response to clarifications requested by a prospective tenderer, modify the tender documents by amendment.

2.The amendment shall be notified through e-procurement portal only.

3.In order to offer prospective tenderer reasonable time to take the amendment into consideration HAMUL may at its discretion extend the deadline for submission of tenders.

E. Tender Opening and Evaluation of Tenders

20. Opening of Tenders by the Purchaser

20.1 The Purchaser will open all tenders in the presence of Tenderers representatives who choose to attend, at **at 3-00 pm on 11/10/2021** and in the following location: Administrative office, HAMUL ,B.M Road , Hassan -573201.

The Tenderer's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Tender opening being declared a holiday for the Purchaser, the tenders shall be opened at the appointed time and location on the next working day.

20.2 The Tenderer's names, tender modifications or withdrawals, and the presence or absence of requisite tender security, samples 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.

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

20.4 The Purchaser will prepare minutes of the tender opening.

21. Clarification of Tenders:

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

22. Preliminary Examination:

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

22.1.1 Where the Tenderer has quoted for more than one schedule, if the tender security furnished is inadequate for all the schedules, the Purchaser shall take the price tender into account only to the extent the tender is secured. For this purpose, the extent to which the tender is secured shall be determined by evaluating the requirement of tender security to be furnished for the schedule included in the tender (offer) in the serial order of the Schedule of Requirements of the Tender document.

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

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

22.4 Prior to the detailed evaluation, pursuant to ITT 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 a those concerning Performance Security (GCC Clause 6). Warranty (GCC Clause 15), Force Majeure (GCC Clause 25), Limitation of liability (GCC Clause 29), Applicable law (GCC Clause 31), and Taxes & Duties (GCC Clause 33) will be deemed to be a material deviation. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

23. **Evaluation and Comparison of Tenders**:

23.1 The Purchaser will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 22 for each schedule separately. No tender will be considered if the complete requirements covered in the schedule is not included in the tender. However, as stated in ITT Clause 9, Tenderers are allowed the option to tender for any one or more schedules and to offer discounts for combined schedules. These discounts will be taken into account in the evaluation of the tenders so as to determine the tender or combination of tenders offering the lowest evaluated cost for the Purchaser in deciding award(s) for each schedule.

23.2 The Purchaser's evaluation of a tender will exclude and not take into Account:

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

23.3 The Purchaser's evaluation of a tender will take into account, in addition to the tender price (Ex-factory/ex-warehouse/off-the-shelf price of the goods offered
from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the furnished 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 of productivity of the equipment offered

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

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

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

The above costs will be added to the tender price.

b) **Delivery Schedule:**

i) The Purchaser requires that the goods under 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 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 10 percent per annum.

d) **Cost of Spare Parts:**

i) The Purchaser will draw up a list of high usage and high value items of components and spare parts along with estimated quantities of usages in the initial one year period of operation. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Tenderer and added to the tender price.

OR

(ii) The Purchaser will draw up a list of high usage and high value items of components and spare parts along with estimated quantities of usage in the initial 01 year period of operation. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Tenderer and added to the tender price.

OR

(iii) The Purchaser will estimate the cost of spare parts usage in the initial 01 year period of operation, based on information furnished by each tenderer as well as on past experience of the Purchaser or other Purchasers in similar situations. Such costs shall be added to the tender price for evaluation.

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

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.

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

(i) Tenderers shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in performance or efficiency below the norm of 100, an adjustment of 2% will be added to the tender price, representing the Capitalized cost of additional operating costs over the life of the plant using the methodology specified in the Technical Specifications. OR

(ii) Goods offered shall have a minimum productivity specified under the relevant provisions in Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid and adjustment will be added to the tender price using the methodology specified in the Technical Specifications.

24. **Contacting the Purchaser**:

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

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

F.Award of Contract

25. **Post-qualification:**

25.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 11.2(b) and is qualified to perform the contract satisfactorily.

25.2 The determination will take into account the Tenderer's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the

Tenderer, pursuant to ITT Clause 11, as well as such other information as the Purchaser deems necessary and appropriate.

25.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

26. **Award Criteria**

26.1 Subject to ITT Clause 28, the Purchaser will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

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

27.1 The Purchaser reserves the right 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 HAMUL reserves the right to select & decide the number of suppliers / Contractors for supply of tendered items / mterials irrespective of Number of tenders /s who offer to match their prices to the lowest Tender

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 is 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 discharge the earnest money deposit, of the unsuccessful tenderer's .

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

30.0 **Signing of Contract**

30.1 At the same time as the Purchaser notifies the successful tenderer that is 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. Contract **Performance Security**

31.1 Within 21 days of the receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the contract performance security of 5% of the total value of the contract valid for a period of 03 months or date of supply of material/equipment for which the purchaser has placed purchase/work order whichever is later. The Contract performance security shall be in the form of Demand draft or a bank guarantee issued by an nationalized bank. In accordance with the Conditions of Contract, in the contract Performance Security Form provided in the tender documents or in another form acceptable to the Purchaser.

31.2 If the supplier agrees in writing to supply the materials /equipment as per Purchase order within a period of 21 days from the date of receipt of P.O , EMD amount may be converted as contract performance security.

The same clause is not applicable for the agreement / contract form mentioned in clause ITT 30.2

31.3 If the contract is for one year ("Annual rate contract basis) ITT clause 31.2 is not applicable and the supplier shall furnish the contract performance security of 5% of the total value of the contract valid for a period of contract i.e., one year or date of supply of material/equipment for which the purchaser has placed purchase/work order whichever is later.

31.4 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 any thing of value to influence the action of a public official in the procurement process or in contract execution; and

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

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

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

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

Clause Number **Topic**

33. 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 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 name 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/Contractor 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 The Supplier shall furnish Performance Security to the Purchaser for an amount of 10% of the Contract Value, valid up to 90 days after the date of completion of performance obligations including Warranty obligations. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended 90 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 issued by a Nationalized/Scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser; or

b) crossed demand draft or pay order drawn in favor of 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 the 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.

8.0 **Manuals and Drawings**

8.1 Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals together with drawings of the goods and equipment. These shall be in such detail as will enable the Purchaser to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.

8.2 The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.

8.3 Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Purchaser.

9. **Packing**

9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 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.

9.3 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.

10. **Delivery and Documents**

10.1 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.

11. **Insurance**

11.1 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.

12. **Transportation**

12.1 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.

13. **Incidental Services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any. Specified in SCC:

a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods;

b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;

c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods.

d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

14. **Spare Parts**

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

(a) such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) In the event of termination of production of the spare parts:

(i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

(ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

14.2 The Supplier shall carry sufficient inventories to assure ex-stock supply of consumables spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within 3 months of placement of order.

15. **Warranty**

15.1 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.

15.2 **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.

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

15.4 Upon receipt of such notice, the Supplier shall, within the period of 07 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.

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within 07 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.

16. **Payment**

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

16.2 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 10, and upon fulfillment of other obligations stipulated in the contract.

16.3 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.

16.4 Payment shall be made in Indian Rupees.

17. **Prices**

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

18. **Change Orders**

18.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 32, 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.

18.2 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.

19. **Contract Amendments**

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. **Assignment**

20.1 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.

21. **Subcontracts**

21.1 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.

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

22. **Delays in the Supplier's Performance**

22.1 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.

22.2 If at any time during performance of the Contract, the Supplier or its sub-Contract should encounter conditions impeding timely delivery of the Good 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.

22.3 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 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. **Liquidated Damages**

23.1 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 <u>maximum deduction of</u> <u>10% of</u> the Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

24. **Termination for Default**

24.1 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 22; 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 an in executing the Contract.

For the purpose of this Clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

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

24.2 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 extend not terminated.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clause 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.

25.2 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 included, 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.

25.3 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.

26. Termination for Insolvency

26.1 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.

27. **Termination for Convenience**

27.1 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.

27.2 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.

28. **Settlement of Disputes**

28.1 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.

28.2 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.

28.2.1 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.

28.2.2 Arbitration proceedings shall be conducted in accordance with the rules of Procedure specified in the SCC.

28.3 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 for the Supplier.

29. **Limitation of Liability**

29.1 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.

30. **Governing Language**

30.1 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

31. **Applicable Law**

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

32. **Notices**

32.1 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.

33. **Taxes and Duties**

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

SECTION IV. SPECIAL CONDITIONS OF CONTRACT

PART - I

TABLE OF CLAUSES

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SECTION IV. SPECIAL CONDITIONS OF CONTRACT

PART - 1

1. 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.

2. **Definitions (Clause 1)**

(a) The Purchaser is Hassan Co-operative Milk Producers' Societies Union Ltd. Hassan. (HAMUL)

(b) The Supplier is (Name of Supplier).

3. **Country of Origin (Clause 3)**

The place where the goods were mined, grown or produced from which the services are supplied.

4. **Equivalency of Standards and Codes (Clause 3)**

Wherever reference is made in the contract to the respective standards and codes in accordance with which goods and materials are to be furnished, and work is to be performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly set forth in the Contract. Where such standards and codes are national in character, or relate to a particular country or region, other authoritative standards which ensure an equal or higher quality than the standards and codes specified will be accepted subject to the Purchaser's prior review and written approval. Differences between the standards specified and the proposed alternative standards must be fully described in writing by the Supplier and submitted to the Purchaser at least 30 days prior to the date when the Supplier desires the Purchaser's approval. In the event the purchaser determines that such proposed deviations do not ensure equal or higher quality, the Supplier shall comply with the standards set forth in the documents.

5. **Performance Security (Clause 6)**

5.1 The Performance Security shall be in accordance with clause 6 of GCC

6. Inspection and Tests (Clause 7)

6.1 The inspection of the Goods shall be carried out to check whether the Goods are in conformity with the technical specifications attached to the purchase order form and shall be in line with the inspection/test procedures laid down in the Schedule of Specifications and the Contract conditions.

6.2 Manufacturer must have suitable facilities at their works for carrying out various performance tests on the equipment. The bidder should clearly confirm that all the facilities exist for inspection and shall be made available to the inspecting Authority.

6.3 A load and functional tests as indicated in the specifications must be carried out at the manufacturer's works. Reliability of the equipment shall be demonstrated to the satisfaction of the appointed inspector or inspecting Agency.

6.4 Approved supplier's drawings shall not be departed from except as provided in the Bidding Document.

6.5 The Purchaser shall have the right at all reasonable times to inspect, at the Supplier's premises all Supplier's drawings of any part of the work.

6.6 The supplier shall provide, within the time stated in the contract or in the programme, drawings showing how the plant is to be designed and any other information required for -

a) Preparing suitable foundations or other means of support.

b) Providing suitable access on the site for the plant and any necessary equipment to the place where the plant is to be erected and

c) Making necessary electrical connections from the panel board provided in the individual sections to the machines.

6.7 Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals together with drawings of the goods and equipment as built. These shall be in such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications.

The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.

Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purposes of taking over until such manuals and drawings have been supplied to the Purchaser.

6.8 The goods will be accepted after inspection by the Purchaser, his representative or any inspection agency appointed by Purchaser and the costs for such Inspector/Agency shall be borne by the Purchaser.

7. **Delivery and Documents (Clause 10)**

Upon shipment/dispatch, the supplier shall notify to the purchaser by cable or telex the full details of dispatch including purchaser order no., description of the goods, quantity, mode of transport, place of loading, date of dispatch etc. The supplier will mail the following documents to the purchaser with a copy to the Insurance Company:

Original and five copies of:

(i) The Supplier's invoice showing purchase order no. Goods description, quantity, unit price, total amount;
(ii) Delivery note/case-wise detailed packing list identifying contents of each package/lorry receipt;
(iii) Manufacturer's/Supplier's warranty certificate;
(iv) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report;
(v) Certificate of origin;
(vi) Insurance policy;
(vii) Excise gate pass/octroi receipts, wherever applicable, duly sealed indicating payments made; and
(viii) Any other document evidencing payment of statutory levies.
(ix) The supplier's certificate certifying that the defects pointed out during inspection have been rectified.

Note: The nomenclature used for the item description in the invoice/s, packing list/s and delivery note/s etc. should be identical to that used in the purchase order. The dispatch particulars including name of transporter, LR no. and date should also be mentioned in the invoice/s.

8. (a) Insurance (clause 11)

The insurance shall be in an amount equal to 110% of the FOR Destination value of the goods from "warehouse to warehouse" on "All Risks" basis including War Risks and
Strike clauses valid for a period not less than 3 months after the date of arrival of Goods at final destination.

(b) For installation and commissioning job, Marine-cum- Erection insurance policy
(c) shall be obtained which shall be valid up to commissioning, including one month for testing and commissioning.

9. **Incidental services (Clause 13)**

9.1 The incidental services for supply, installation and commissioning contract, as follows shall be provided by the Supplier:

(a) Furnishing of tools required for assembly and maintenance of the supplied goods;

(b) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(c) On-site assembly and start-up of the supplied Goods;

(d) Conduct of training of the Purchaser's personnel (approx. for 2 man-weeks); at the Supplier's plant and/or on-site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods.

(e) Furnishing of layout drawing etc. as specified in clause 3 of Special Conditions of Contract Part II.

10 Spare Parts (Clause 14)

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

11 **Warranty/Guarantee (Clause 15)**

The warranty/guarantee shall be as per provision under Clause 15 of GCC.

12**. Payment (Clause 16**)

Payment for design and supply :

Terms for payment for Item No (1) (as per notification)

100 % of the Total Contract price of the goods will be released on receipt of goods at site and after inspection and Quality certificate issued by the Purchaser's representative(i.e., User department) for the respective delivery

Terms for One Time supply Item No (2) (as per notification)

(i) 90% of the Total Contract price of the goods will be released on receipt of equipment along with the accessories at site and after inspection and approval by the concerned authority.

ii) 10% of the total value of the equipment will be retained as performance guarantee or shall be released against bank guarantee issued by any Nationalised bank for the same amount for a period of 12months plus 3 months claim period(total 15 months).

Note : Release of payment takes nearly one month from the date of each supply.

NOTE:HAMUL reserves the right to recover the direct losses and consequential losses if any, arising out of usages of material supplied by the contractor. The recovery of loss could be from both the present pending/ future bills of the contractor OR from the Security Deposit submitted by the contractor.

13. Resolution of Disputes (Clause 28)

13.1 In the event of any dispute in the interpretation of the terms of the order/contract or difference of opinion between the parties on any point in the order/contract arising out of or in connection with the agreement accepted order/contract or with regard to performance of any obligation hereunder by either party, the parties hereto shall use their best efforts to settle such disputes or difference of opinion amicably by mutual negotiations.

13.2. In case no agreement is reached, either party may forthwith give to the other, a notice in writing of the existence of such question, dispute or difference of opinion and the same shall be referred to the adjudication of sole arbitrator to be appointed by HAMUL whose decision in the matter shall be final and binding on the parties.

The Arbitration proceedings shall be governed under the provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules there under or any statutory modifications thereof for the time being in force.

In the order/contract, the venue of such Arbitration shall be HASSAN,KARNATAKA and Courts at HASSAN alone shall have jurisdiction regarding any matter arising out of order/contract. Performance under the Contract shall, if reasonably possible, continue during the Arbitration proceedings and payments due to the Supplier by the Purchaser shall not be withheld, unless they are the subject of the Arbitration proceedings.

All awards for claims equivalent to Rupees thirty thousand or more shall be in writing and state the reasons for the amounts awarded.

Jurisdiction:
For settlement of dispute arising out of the contract shall be subject to legal Jurisdiction of HASSAN only.

14. Notices (Clause 32)

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

Purchaser- Hassan Co-operative Milk Producers Societies Union Ltd(HAMUL),Ind. Estate, B.M. road, Hassan, Karnataka.
Supplier (To be filled in at the time of Contract signature.)

SPECIAL CONDITIONS OF CONTRACT TO MEET SPECIFIC REQUIREMENTS OF HASSAN CO OPERATIVE MILK UNION LTD

1. Validity of contract & extension of contract;

1.1 The validity of contract shall be for a period of One year / Two year/three month(one time /Two time supply) as detailed in the notification for the respective item.

1.2 The commencement of contract shall be after the execution of contract agreement and furnishing of prescribed security deposit and from the date of issue of Bi Annual Maintenance/Annual Rate Contract/One Time/Two time supply Contract.

1.3 HAMUL reserves the right to extend the contract for a period of 90-120 days from the date of expiry of contract, for such extension the Annual Rate Contract / Bi Annual Maintenance /Two time/one Time supply price, terms and conditions shall remain unaltered.

1.4 HAMUL reserves the right for premature termination of all or any of the rate contract & call for fresh tender without thereby incurring any liability to the affected contractor of any obligation to inform the affected contractor on the grounds of HAMUL action.

2. Forfeiture of Performance Security/Security Deposit:

The performance Security/Security Deposit shall be liable for forfeiture in case of:

2.1 the contractor's failure to perform contract as specified;

2.2 The termination of contract by HAMUL for non performance of contract;

2.3 Towards recovery of liquidated damages assessed against the contractor;

2.4 After award of contract, during inspection, if the contractor is proved not having the infrastructure as declared in Technical Tender Part-I to produce & supply the quality packing material/consumable/equipments the same shall be treated as Breach of contract by the Contractor. The contract shall be liable for cancellation with penalty not less than Performance security/Security Deposit specified for particular material.

3. Signing of Agreement / Contract Form:

3.1 After HAMUL issues the Letter Of Acceptance (LOA) to the successful tender that their tender has been accepted, the HAMUL shall send the prescribed format of agreement, which shall have to be executed within 21 days time. The value of non-judicial stamp paper shall be not less than Rs.100/-.

4. Contract Price:

4.1 The contract price means the finalized price, payable to the contractor/supplier under the contract for supplies and also for the full & proper performance of the contractual obligations.

4.2 The contract price shall remain constant for the period of contract and on any other account increase/decrease in price will not be allowed during the contract period.

5. Transfer of Contract:

5.1 The contract is not transferable on any account whatsoever.

5.2 Any request for transfer of contract shall be treated, as non-performance or breach of contract and the EMD or SD, as the case may be, shall be liable for forfeiture.

6.

Taxes and Duties:

6.1 The price finalized for contract shall be NETT, FOR destination basis, i.e. inclusive of Excise Duty, P&F Charges, Taxes at the rate ruling as on the date of finalization/award of contract.

6.2 In case of any increase/decrease in Excise duty, Taxes or any other Government Levies on finished products / raw matrial during the contract period, the same shall come into effect as per Government Notification.

.

6.3 Any Claim for change in duty & Taxes should be supported by documenterial evidence..

7. Guarantee on quality of goods:

7.1 The supplier shall have to guarantee the quality of goods supplied, strictly as per specification of contract/purchase orders.

7.2 If the material supplied is found not as per contract/purchase order specification, the material shall be liable for rejection. On intimation from the HAMUL, the contractor shall have to arrange replacement material as per specification. If the supplier delays/fails to make arrangement to replace the goods, HAMUL may make arrangement on this alternative arrangement shall be debited to the account of supplier under contract.

7.3 If supplier fails to make good this loss, the same shall be recoverable from the pending bills or security deposit.

7.4 The Contractor shall not indulge in supplying the rejected/returned materials. If the contractor is found indulging such practice the Annual Rate Contract shall be liable for cancellation, forfeiture of security deposit and black listing of firm.

8. Import License : No import License will be arranged by Hassan Co operative Milk Union for any Items**.**

9.Packing : The Materials dispatched shall be packed with securely standard, Moisture Proof packing, free from casual agents of infections & Parasites etc.

10. Transportation / Delivery : The Materials_supplied in full loads shall be delivered on "DOOR DELIVERY" basis including Unloading Charges

11. Inspection & Tests :

1 Union shall have the right to test the goods to confirm their conformity to the prescribed specifications & also as per your samples.

2 Due to dispute between HAMUL & the supplier, wherever the goods are reffered for testing to third party laboratory, the testing charges shall have to be borne by supplier.

12. Insurance :

The goods dispatched under the contract on FOR DESTINATION BASIS shall be fully insured against loss or damage in transit.

The supplier shall arrange insurance and pay for insurance naming the Hassan Co operative Milk Union Ltd., Hassan as the beneficiary.

The supplier shall provide a copy of insurance policy along with invoice to Hassan Co operative Milk Union Ltd., Hassan

The supplier shall : (a) initiate & pursue the claim till settlement & (b) Promptly make arrangements for replacement, irrespective of settlements of claim, by underwriters.

13.Dispute : The Hassan Co operative Milk Union Ltd., Hassan & the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in the connection with the contract. However the decision of M.D.,HAMUL shall be final & binding on supplier.

14. Indemnity:

14.1 The contractor shall have to indemnify and also keep indemnified theHAMUL against any or all damages or losses etc., caused to HAMUL/UNITS, arising from any omission or commission defaults of contractor/supplier. For which HAMUL shall not be responsible in any manner whatsoever.

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SECTION V : SCHEDULE OF REQUIREMENTS , SCOPE OF WORK& SD

Sl. No	Description	Qty (Approximate)	Supply Completion period	E.M.D amount	Security Deposi Rs
1	Supply of Transparent Bopp tape with Nandini/Coffee Day Art Work 60 X 1000 mtrs	15,000 Rolls	Annual Rate Contract (depending On requirement supply schedule will be placed and has to complete the supply within 10 days from the receipt of P.O)	**1,25,000=00**	5% of the total contract value
2	Supply of Plastic Pallets. (Roto Moulded Type)	1,000 No's	One time Supply Completion of work within 30 days	**62,500=00**	

Note:

1. The E.M.D. should be submitted through E-procurement portal .
2. The above said items shall be supplied as specified to Hassan Dairy stores. The right to vary the Quantity/No's according to the requirement is reserved by the Managing Director.
3. Sample should be as per Technical Specification (SECTION : VI)

Location of the Plant for the supply of Materials:

Hassan CMPSULtd ,
B.Katihally Industrial area,
B.M.Road
Hassan
Karnataka

Sample Schedule: (Referred to in Clause 12.4(a) of ITT)

SlNo	Material Description	Sample to be submitted
A		
1.	Supply of Transparent Bopp tape with Nandini /Coffee Day Art Work 60 X 1000 mtrs	Sample of Bopp tape should be give for testing
2.	Supply of Plastic Pallets. (Roto Moulded Type)	Sample of pallets shall be provide along with the Tender with out fail

NOTE: 1. Tenders submitted without sample will not be considered.
2. Samples shall be submitted on or before tech tender opening
3. Samples will be rejected if the Quality of the sample is not good/as per specification.
4. Sample shall be submitted at no cost
5. If the quality of sample is not satisfactory then the tender will get reject

TECHNICAL SPECIFICATIONS

SECTION : VI

(Item No.1)

HASSAN CO-OPERATIVE MILK PRODUCERS SOCIETEIS UNION LTD.,

SECTION VI - TECHNICAL SPECIFICATIONS

Technical Specification For Printed Bopp Self Adhesive Tape(1000 mtrs)

1. **Scope:-**
   The Specification Prescribes the requirement for printed BOPP Self Adhesive transparent tape.
2. **Description:**
   The tapes Should be Specially treated BOPP film Coated with pressure sensitive adhesive. The Adhesive should be acrylic based.
   a. Length, m : 1000
   b. Width, mm : 60
   c. Thickness, µ : 50
   d. Adhesion, kg/inch : 0.8
   e. Tensile strength, kg/inch : 9.0
   f. Odour : Nil
3. The Tapes should be resistant to water, oil, acid & alkalis
4. The tape shall be evenly and firmly wound on a cylindrical paper & internal diameter not more than 75mm. The Cylindrical core shall be rigid enough not to collapse under ordinary condition of transportation and usage. The edges of the roll shall be one continuous strip.
5. **Printing:**
   The tapes are to be printed in one colour as per KMF art Work.
6. **Packing**:
   08 rolls to be packed in a sound corrugated box indicating the name of the content, gross & net weight of the content, Batch no. Month & Date of manufacture.
7. The Bopp Tape are to be transported and handed over to the stores in charge at the following addresses- **HASSAN DAIRY,UNIT OF HCMPSUL,IND.ESTATE,B.M ROAD,HASSAN-573201 , KARANATAKA**

SECTION VII : QUALIFICATION CRITERIA

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

Qualification Criteria for Supply Of BOPP TAPE

1. The tenderer should be a manufacturer /authorized dealer who must have Manufactured/supplied similar type of Bopp tape up to at least 80% of the quantity to any industries for the consecutive past three financial year.
2. Each tenderer should furnish the proof of documents for the above along with the IT returns, financial statements and Company registrations etc ,
3. PAN certificate, Annual Turn Over certificate and GST certificate
4. The Tenderer shall furnish documentary evidence (P.O Copies) issued by the purchaser for having supplied such items.
5. The tenderer should furnish the information on all past supplies an satisfactory performance for the above, in proforma under Section XII.
6. Tenders of tenderers quoting as authorized representative of a manufacturer meeting with the above requirement in full can also be considered provided the manufacturers agrees to own full responsibility of warranty conditions in writing.

(Item No.2)

TECHNICAL SPECIFICATION OF PLASTIC PALLETS FOR STORING UHT MILK

(ROTO MOULDED TYPE)

Sl. No	PARTICULARS	SPECIFICATIONS
1	Length	1200+/-10mm
2	Breadth	1000+/-10mm (Fork entry side)
3	Height	160+/-10mm
4	Platform/Deck-thickness	Min 50 mm
5	Static Load	1500 kg
6	Dynamic Load	1000 kg
7	Rack Load	1000 kg
8	Approximate Net Weight	Min 20 kgs
9	Material of Construction	ROTO MOULDED TYPE 100% virgin food grade PE with PU and high strength tubular steel reinforcement for extra load bearing capacity.
10	Type	Non reversible, 3 wing type runners , with no Rack lock
11	Entry	Two way entry with no Rack lock, Non

		reversible, clear fork entry from 1000 mm side
12	Surface	Flat top surface
13	MHE Compatibility	Suitable to handle with all kind of material handling equipments (Manual pallet truck/ Forklift/ Reach truck and Stackers)

NOTE :

- **The Supplier shall furnish Test Certificate for conformance to serial No. 5,6,& 7 from Indian Institute of Packaging /CIPET/NABL Laboratories.**
- **Pallet shall have Sanitary finish & shall not deform or sag during storage.**
- **When pallets are placed on horizontal flat surface, the pallets shall rest evenly.**
- **Each Pallet shall be clearly marked with Manufacturers with Name, Month and year of Manufacturer with Batch Numbers.**
- **The supplier have to get the drawing approval from the user section.**

SECTION VII : QUALIFICATION CRITERIA

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

Supply of Plastic Pallets

1. The tenderer should be a manufacturer and should have manufactured and supplied minimum 80% of similar type of Pallets each year in last 3 years to any dairy industry for similar application or co operative Organization and details should be provided.
2. The Tenderer shall furnish documentary evidence (P.O Copies) issued by the purchaser for having supplied such equipments, along with satisfactory quality certificate issued by the purchaser
3. The tenderer should furnish the information on all past supplies and satisfactory performance for both (a) and (b) above, in proforma under Section XII.
4. Each tenderer should furnish the proof of documents for the above along with the IT returns, financial statements and Company registrations etc,
5. The tenderer must have GST registration & PAN compulsory.

SECTION VIII : TENDER FORM

Date:…………………..
IFT No………………..

TO:

The Managing Director,
Hassan Co-operative Milk Producers' Societies Union Ltd,
B.M.Road, Ind,Estate,
Hassan-573201.

Gentlemen,

Having examined the Tender Documents including Addenda Nos……… (insert numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver………………….(Description of Goods and Services) in conformity with the said tender documents for the sum of amount indicated in Commercial Tender Part II or such other sums as may be ascertained in accordance with the Schedule of Prices – Commercial Part II attached herewith and made part of this tender.

We undertake, if our tender is accepted, to deliver the goods and services in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this tender for the Tender validity period specified in Clause 14.1 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
We understand that you are not bound to accept the lowest or any tender you may receive.
We clarify/confirm that we comply with the eligibility requirements as per ITT Clause 1 of the tender documents.
Dated this………day of……………………2009
(Signature)

(in the capacity of)

Duly authorized to sign Tender for and on behalf of:

SECTION X : CONTRACT FORM

THIS AGREEMENT made the ……..day of…………21.. Between Hassan co-operative Milk Producers Societies Union Ltd. Of Hassan, Karnataka, (hereinafter called "the Purchaser") of the one part and …………(Name of Supplier) of…………(City and Country of Supplier) (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser is desirous that certain Goods and ancillary service viz…………. (Brief Description of Goods and Services) and has accepted a tender by the Supplier for the supply of those goods and services in the sum of…………. (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
    a) The Tender Form and the Price Schedule submitted by the Tenderer;
    b) The Schedule of Requirements;
    c) The Technical Specifications;
    d) The General Conditions of Contract;
    e) The Special Conditions of Contract; and
    f) The Purchaser's Notification of Award
    g) Letter of Acceptance.
    g) The Terms & Conditions in Purchaser's work order / purchase order/ARC /Bi Annual Maintenance Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier/contractor as hereinafter mentioned, the Supplier/contractor 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 & Bidding Document.

4. The Purchaser hereby covenants to pay the Supplier/contractor in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in. the manner prescribed by the Contract.

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

SL NO.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	TOTAL PRICE	DELIVERY TERMS

………
……………

TOTAL VALUE :

DELIVERY SCHEDULE:

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

Signed, Sealed and Delivered by the

Said………………………………(For the Purchaser)

In the presence of………………………………

Signed, Sealed and Delivered by the

Said………………………………(for the Supplier/contractor)

In the presence of………………………………

SECTIONXI: PERFORMANCE SECURITY BANK GUARANTEE FORMAT

In consideration of the Hassan Co-operative Milk Producers' Societies Union Ltd,., a cooperative society registered under the Karnataka Cooperative Societies Act 1959, having it's the registered office at Hassan Dairy. P.B. NO. 120, INDUSTRIAL ESTATE, B.M.ROAD, HASSAN –573201 (hereinafter called the HAMUL which expression shall unless repugnant to the subject or context in includes its successors-in-interest and assigns) having entered into an agreement dt .... (herein after referred to as the "AGREEMENT') for supply of .... on Annual / Biennial Rate Contract Basis (hereinafter referred to as the "Contract-") with M/s .... a company registered under the Companies Act 1956 / a partnership firm registered under the Indian Partnership Act, 1932 / a partnership proprietorship concern represented by Sri ....

Having its registered office/office at ....
'Contractor', which expression shall unless repugnant to the subject or context include m successors-in-office, successors-in-title, successors-in-interest and assigns of the said Sri...Guarantee for a sum of Rs .... (Rupees ....I...........................) said contract for the due fulfilment of the term and conditions of the said agreement, by this bond, we...
.... Which expression shall unless repugnant to the subject or context include its successors-in-office, successors-in-title, successors-in-interest and assigns), do hereby undertake and kind ourselves to pay to the HAMUL a sum of Rs...........................
(Rupees .... any loss or damage caused to or suffured or that would be caused to or suffered by the HAMUL by reason of any breach by the said contractor of any of the terms and conditions of the said agreement (the decision of the HAMUL as to any such breach having been committed and /or loss suffered shall be binding on us).

We...Bank do *hereby* undertake to pay the amount payable under this guarantee without any demur and merely on demand from the HAMUL stating, that amount claimed is due on account of loss or damage caused to or suffered or D would he caused to or suffered by the HAMUL by reason of any breach by the said Contractor of the terms and conditions of the said agreement or by reason of the Contractors failure to fulfil the terms and conditions of the said agreement, any such demand made on the Bank shall be deemed to be conclusive and sufficient as regards the amount due and payable by the Bank under this guarantee. However, the liability of the Bank under this Guarantee shall be restricted to the extent of Rs............................

We ....Bank. further agree that the guarantee herein contained shall remain in fill force and effect during the period that would be taken for the performance of the said Agreement (for a minimum period of .... months from the date of commencement of contract) and that it shall continue to be enforeable till all the dues of the HAMUL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or bill the duly authorized officer of the HAMUL certified that then terms and conditions of the said agreement have been *fully* and properly carried but by the said contractor and accordingly discharges the guarantee.

3. Subject as aforesaid. we ....Bank, further agree with the HAMUL that the HAMUL shall have the fullest liberty without out consent and without effecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend the time of performance by the said agreement or to extend the time of performance by the said contractor or to postpone for any time, or from time to time, any of the powers exercisable by the HAMUL against the said contract and to forbear or enforce any of the terms and conditions relating to the said agreement and that we shall not be releaved from our liability by reason of any variation or extension being granted to the said Contractor or for any forebearance, act or ommission on the part of the HAMUL. or any indulgence shown by the HAMUL to the said contractor or for any such matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so relieving us.

4. Notwithstanding anything contained herein before, our liability shall not exceed

Rs.................. ....only)for our liability expires on .... unless a demand or claim wider this guarantee is made on us within 3 months from the date of expiry, we shall be discharged from all the liabilities under this guarantee.

5. We ....___................................. Bank lastly undertake not to revoke this guarantee during its Currency except with the previous consent of the HAMUL in writing.

Dated this…………………………..day of…………………………….months Two Thousand……………………………………..

SIGNATURE OF THE AUTHORISED
REPRESENTATIVE OF THE BANK
WITH SEAL

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

Proforma for performance statement for the last Three years

IFT No…………………Date of opening…………….. Time…………….Hours

Name of the Firm……………………………

Order Placed by (Full Add ress of purchaser	Order No. & Date	Description & Quantity of Goods Ordered	Value of Order	Date of complet-ion of delivery/erection as per contract/ actual	Remarks indicating reasons for late delivery if any	Has the goods/equip ment been satisfac-torily Functioning. (Attach Certificates from the Purchasers)

SECTION XIII : MANUFACTURERS' AUTHORIZATION FORM *

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

To No…….dated

Dear Sir.

IFT No.

We……………………………..who are established and reputable manufacturers of……………… (name and description of goods offered) having factories at…… (address of factory do hereby authorize M/s……………………………(Name and address of Agent) to submit a tender, and sign the contract with you for the goods manufactured by us against the above IFT.

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

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

Yours faithfully,

(Name)
(Name of manufacturers)

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

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

IFT NO…………………. DATE OPENING…………………,,,
NAME OF THE TENDERER…………………………………………..
(Note : All details should relate to the manufacturer for the items offered for supply)

1. Name & full address of the Manufacturer
2. a) Telephone & Fax No. Office/Factory/Works
   b) Telex No. Office/Factory/Works
   c) Telegraphic address:

3. Location of the manufacturing factory.

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
   8.2 Maximum

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 works (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 110001, 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 - A.

DETAILS OF ITEM TENDERD FOR

A. Is the Tenderer (mark the applicable)

a)Manufacturer of Tendered Item	b) Sole Agent of manufacturer	c) Stockist of singl . manufacturer	d) General Stockist . of single item

B. If the tenderer is the Manufacturer or the stockist of single manufacturer.

a) Location of Factory & its complete address. ....

....

....

....

b) If the tenderer is a General Trader of item
Source of supply ....

C. Have the item been certified under any standard
(like BIS/IS/ISO 9002) YES / NO

D. Please indicate your nearest Nationalized Bank ....

Branch and place ....

DATA OF FIRM **ANNEXURE -B**

1. Name of the firm.

Address of Reg. Office	STD code	Phone (O)	Phone [R]	Fax No.	E-Mail No.

2. Name and Designation of Principal Officer / :
person to be contacted

3. Status (whether an individual / Partnership :
Firm / Public / Private Limited Company)

4. In case Partnership Firm
   a) Whether it has been registered :
   b) If Registered provide certified extract
   from the Registrar of firm :
   c) Name of all Partners :
   d) Details of Partnership deed :
   (Please enclose copy of the same)

5. If proprietary concern, name and address :
of the Proprietor.

6. If Private / Public Limited Company, Please
enclose copy of Memorandum / Articles of
Association.

7. Year of establishment of firm :

8 Year of commencement of commercial :
production.

9. Name of the Production in charge with technical
background and experience in the line :

10.DATA ON FACTORY / PRODUCTION / PROCESSING FACILITY

Location / Address of Factory	Telephone No.	Fax. No.	E-Mail No.

11. SSI Regn. No. & copy of Registration :

12. Whether CST/ST/VAT is applicable if Yes,
please give the rate. :

13. Central Sales tax No. :

14. State Sales Tax / Vat Registration No. :

 SIGNATURE OF TENDERER

15. Whether Central Excise Duty is applicable :
    If yes, please give the rate

16. Excise classification No.
    (Chapter / Section / Subscription) :

17. Excise Heading. :

18. Rate of Excise :

19. 1) Income Tax PAN certificate No. :
    & date (Please enclose copy)
    2) Any other information you like to furnish :

20. <u>PRODUCTION :</u>

a) Name of the Products Manufactured:

b) Installed capacity of plant (enclose details) :

c) Monthly capacity of production :

d) No.of shift, plant is running :

e) Give list of Machineries, & equipment installed for Quality Control:

Name of Machine	Type	Make	Size	No.of M/c	Spl.Attachment

Name of Testing Machine	Type	Make	Size	No.of M/c	Spl.Attachment

21. Last 3 years Production / Turnover Data.

Year	Production (Nos)	Turnover / Lacs Rs.

22. List of leading buyers with value of business of each :

Name of Buyers	Value of Business / Lacs Rs.

23. MISCELLANEOUS DATA

Address of Branch / Associated Firm	Telephone No.	Telex / Fax No.	E-Mail No.

1. Name of the Bankers :

2. Income Tax PAN No. :

3. Any other information you like to furnish :

DECLARATION

The above information is true in all respects and we undertake to inform you if any change in the above particulars regarding our business from time to time.

Place : Signature of Authorised Representative
Date: of the firm under proper seal.

ANNEXURE 'C'

The Managing Director,
Hassan Co-operative Milk Producers' Societies Union Ltd,
B.M.Road, Ind,Estate,
Hassan-573201

Sir,

Ref:Tender Notification IFT No.HCMU/PUR/E-TEND/3626/2021-22 DATE: 21/09/2021 ------

With reference I/We representing M/s.------------------------------------- participating for Tender for -- -- having read and understood the conditions of Tender. As per basic requirement of Tender conditions, I am / We are herewith submitting the documents, Further we here by declared that we have gone through all pages of Technical cum commercial Tender Document & we agreed that we will obey for all special & general Conditions ,Technical specification, Qualification Criteria ,Sample quality, schedule of requirement etc mentioned in your attatched tender document.

Thanking you,

Signature of the Tenderer

Name and Address of the Firm

CHECK LIST

Sl Nos	Perticulars	Status
1.	Whether the prescribed EMD is submitted in the e-procurement	
2.	Whether schedule of Requirement furnished	
3.	Whether details of Service Personnel Bio-data, Experience certificate on line, check list on Hand enclosed	
4.	Whether price schedule of the tender duly filled - up in figures and words	
5.	Whether all the pages in the Tender Formats have been duly signed by authorized signatory	
6.	Whether List of similar rate contract under taken by any of the companies is enclosed Or not.	
7.	Whether satisfactory performance certificate of any of the companies is enclosed or not.	
8.	. Whether local office is available for providing service	
9.	Whether latest I.T and S T clearance certificates Attached If so, the details a) I.T Clearance certificate for the year b) S.T Clearance certificate for the year c) CST/ST Vat Registration Number d) PAN & TIN number e) Authority who issued S.T clearance Authority who issued I.T clearance	