

KARNATAKA COOPERATIVE MILK PRODUCERS' FEDERATION LIMITED

KMF COMPLEX : DR MH MARIGOWDA ROAD : BANGALORE – 560029

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**Technical cum Commercial Tender for supply of HDPE / PP Woven Sacks on
Biennial Rate Contract basis through eProcurement Portal**

SECTION 1. INVITATION FOR TENDERS (IFT)

eProcurement Portal Indent No.KMF/2014-15/IND1881

IFT NO.: KMF/HDPE-PP bags/T&C/2014-15/IND1881

Date: 17-11-2014

1) The Karnataka Milk Federation, Bangalore invites tenders from eligible tenderers for the supply of the item(s)/ goods listed below on Biennial rate contract Basis.

Sl. No.	Description	Bag size	BRC Quantity	EMD Amount
1.	Supply of 145 Gm Un-laminated HDPE/PP Woven sacks for packing 50 kg Nandini Gold & Bypass cattle feed for Hassan Plant (As per KMF artwork)	41" x 27.5"	45,17,200 nos.	Rs.20,00,000/-
2.	Supply of 134 Gm Un-laminated HDPE/PP Woven sacks for packing 50 kg Nandini Gold & Bypass Cattle Feed (As per KMF artwork)	37" x 28"	1,66,70,000 nos.	
3.	Supply of 105 Gm Laminated HDPE/ PP Woven Sacks for packing Mineral Mixture (As per KMF artwork)	33" x 22"	50,000 nos.	
4.	Supply of 78 Gm Inside Laminated HDPE/PP Woven Bags to pack 10 KG Calf Starter (As per KMF artwork)	56cms x 46cms	20,000 nos.	

Quantity breakup mentioned in the tender document.

- 2) The tenderers may submit tenders for any or all of the item/goods given above. Tenderers are advised to note the qualification criteria specified in Section VII to qualify for award of the contract.
- 3) 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 KMF will not be held responsible for the website problems if any, last date submission or non-receipt of the same.
- 4) Tenders must be accompanied by security of the amount specified in the tender document, drawn in favour of e-procurement Government of Karnataka. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for 45 days beyond the validity of the tender i.e. total for 135 days.

Date of commencement of Tender Download : 18-12-2014

Last date for submission : on or before 18-02-2015 at 14.00 Hrs

Date of opening of Technical Tender : on 20-02-2015 at 14.30 PM

5) Further details may be obtained from KMF website. www.kmfnandini.coop and e-Procurement website: <https://eproc.karnataka.gov.in/>

For KARNATAKA MILK FEDERATION,
Sd/-
ADDL.DIRECTOR (PURCHASE).

SECTION II : INSTRUCTIONS TO TENDERERSTABLE OF CLAUSES

Clause No.	Topic Number	Page No.
<u>A. Introduction</u>		
1.	Eligible Tenderer	3
2.	Cost of Tendering	3
<u>B. Tender Documents</u>		
3.	Contents of Tender Documents	3
4.	Clarification of Tender Documents	4
5.	Amendment of Tender Documents	4
<u>C. Preparation of Tenders</u>		
6.	Language of Tender	4
7.	Documents Comprising the Tender	4
8.	Tender Form	4
9.	Tender Prices	5
10.	Tender Currency	5
11.	Documents Establishing Tenderer's Eligibility and Qualifications	5
12.	Documents Establishing Goods Eligibility and Conformity to Tender Documents	6
13.	Earnest Money Deposit	7
14.	Period of Validity of Tenders	7
15.	Format and Signing of Tender	8
<u>D. Submission of Tenders</u>		
16.	Uploading of Tenders	8
17.	Deadline for submission of Tenders	8
18.	Late Tenders	9
19.	Modification and Withdrawal of Tenders	9
<u>E. Tender Opening and Evaluation of Tenders</u>		
20.	Opening of Tenders by the Purchaser	9
21.	Clarification of Tenders	10
22.	Preliminary Examination	10
23.	Evaluation and Comparison of Tenders	11
24.	Contacting the Purchaser	12
<u>F. Award of Contract</u>		
25.	Post-qualification	12
26.	Award Criteria	13
27.	Purchaser's Right to Vary Quantities at Time of Award	13
28.	Purchaser's Right to Accept any Tender and to Reject any or all Tenders	
29.	Notification of Award	13
30.	Signing of Contract	13
31.	Performance Security	14
32.	Corrupt and Fraudulent Practices	14

SECTION II : INSTRUCTION TO TENDERERS**A. Introduction****1. Eligible Tenderers**

- 1.1 **Tenderer should be a manufacturer of tendered goods, having financially, technically sound, having production capacity to produce and supply tendered quantity of goods as per stipulated specifications, in time as per requirement / supply schedule of KMF.**
- 1.2 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.
- 1.3 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 – KMF 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. Technical Tender Part – I consists of:
 - (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
 - (g) Earnest Money Deposit Form;
 - (h) Contract Form;
 - (i) Performance Security Form;
 - (j) Performance Statement Form;
 - (k) Manufacturer’s Authorisation Form; and
 - (l) Equipment and Quality Control Form
 - (m) Annexures A, B & C
 - B. Commercial Tender Part – II consists of:
 - (a) Commercial Tender Part – II
 - (b) Commercial Tender Price Quote
- 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.

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4. Clarification of Tender Documents

- 4.1 A prospective Tenderer requiring any clarification of the tender documents may notify the MD KMF 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 not 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.
- 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 KMF, 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.

SIGNATURE OF THE TENDERER

9. Tender Prices

- 9.1 The Tenderer shall indicate on the Price Schedule the unit prices and total tender prices of the goods it proposes to supply under the Contract. To this end, the tenderers are allowed the option to submit the tenders for any one or more schedules specified in the 'Schedule of Requirements' and to offer discounts for combined schedules. However, tenderers shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award.
- 9.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (i) the price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable
 - a) on components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or
 - b) on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.
 - (ii) any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;
 - (iii) the price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and
 - (iv) the price of other incidental services listed in Clause 4 of the Special Conditions of Contract.
- 9.3 The Tenderer's separation of the price components in accordance with ITT Clause 9.2 above will be solely for the purpose of facilitating the comparison of tenders by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- 9.4 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 22, except for the items coming under variable price basis as indicated in Clause 16 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 authorised (as per authorisation form in Section XIII) by the goods' Manufacturer or producer to supply the goods in India. (The item or items for which Manufacturer's Authorisation is required should be specified)

SIGNATURE OF THE TENDERER

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

- (b) that the Tenderer has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VII. To this end, all tenders submitted shall include the following information:
 - (i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;
 - (ii) Details of experience and past performance of the tenderer on equipments/materials 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 the purposes of 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) **Sample submission is mandatory / sample/s conforming to KMF specification/s to be submitted** along with Technical Tender Part – I
 - 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 at KMF QC/ Cattle Feed Plants, the out come of test / evaluation shall be final and binding on both parties.

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13. Earnest Money Deposit (E M D):

- 13.1 An E.M.D shown below will have to be submitted by the tenderers taking into account the following conditions:
- EMD will be accepted in the form of electronic cash in any of the designated ICICI Bank, branches local across the country (not through Bank Guarantee)** and will be maintained in the Government central pooling account ICICI Bank.
 - The entire EMD amount for a particular tender has to be paid in a single transaction.
 - 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.

- 13.2 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, earnest money deposit in the amount as specified in Section-V-Schedule of Requirements.
- 13.3 The earnest money deposit is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT Clause 13.7.
- 13.4 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 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.

13.6 The tender Earnest Money Deposit may be forfeited:

- If a Tenderer (i) withdraws the tender during the period of tender validity specified by the KMF Ltd on the Tender Form; or (ii) does not accept the correction of errors pursuant to ITT Clause or
- In case of a successful Tenderer, if the Tenderer fails:
 - To execute and sign the Contract agreement in accordance with ITT Clause or
 - To upload Performance Security in accordance with ITT Clause

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 (by mail 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.

SIGNATURE OF TENDERER

15. Format and Signing of Tender:

- 15.1 The Tenderer shall prepare & upload the original Technical Tender Part - I & Commercial tender Part-II **duly signed by the tenderer or the person authorised, to bind the tenderer to the contract.**
- 15.2 The original tender shall be signed by the Tenderer or a person or persons duly authorised to bind the tenderer to the Contract. The authorization letter 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.

D.Submission of Tenders

- 16. Both Technical Tender Part-I along with prescribed EMD & Commercial Tender Part – II, duly completed shall be submitted online in the procurement portal of Government of Karnataka i.e., www.eproc.karnataka.gov.in on or before the deadline for submission of tender.

17. Deadline for Submission of Tenders

- 17.1 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.

SIGNATURE OF THE TENDERER

18. Late Tenders

18.1 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 KMF will not be held responsible for the website problems if any, last date submission or non-receipt of the same.

19. Modification and Withdrawal of Tenders

- 19.1 The Tenderer may modify or withdraw its tender after the tenders's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of tenders.
- 19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITT Clause 16. A withdrawal notice may also be sent by telex or cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of tenders.
- 19.3 No tender may be modified subsequent to the deadline for submission of tenders.
- 19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's Forfeiture of its earnest money deposit, pursuant to ITT Clause 13.7.

E. Tender Opening and Evaluation of Tenders

20. Opening of Tenders by the Purchaser

- 20.1 The Purchaser will open all tenders, Technical Part – I, in the presence of Tenderers / representatives who choose to attend in the following location:
 KMF Board Room/Mini Board Room/CTI
 KMF Complex, Dr.MH Marigowda Road
 Bangalore-560 029

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
- 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.
- 20.5 Based on merits of details (reg. infrastructure, production and supply capacity etc.) furnished by the tenderer in Technical Tender Part – I & the test results of sample/s submitted, the eligibility of tender for opening of Commercial Tender Part – II shall be decided.

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20.6 **The PART-II COMMERCIAL TENDER of the tenderer/s who do not satisfy any/all the terms and conditions specifically so mentioned under PART-I Technical Tender and/or whose samples do not pass through the prescribed technical parameters in the quality assessment tests to be conducted at reputed Laboratory/Dairy shall not be considered eligible and shall not be opened.**

20.7 On the following day of opening of Technical tenders the list of tenderer, the date & timing for testing the sample shall be announced.

20.8 In the absence of the Tenderer/Authorised Representative the tests as scheduled shall be carried out and the findings of tests shall have to be accepted by the Tenderer. No quality evaluation report shall be given to the Tenderer or Authorised Representative.

20.9 PART-II Commercial Tender, wherein the rates tendered by those who qualify themselves for and are selected as per the terms and conditions prescribed in PART-I TECHNICAL TENDER only will be considered and decided for the award of contract for the supply of tendered Cattle Feed and Mineral Mixture packing bags on the basis of the rates tendered/finalised, the assured monthly supply capacity and site inspection, if required.

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 authorisation 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.

SIGNATURE OF 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 as those concerning Performance Security (GCC Clause 6), Warranty (GCC Clause 14), Force Majeure (GCC Clause 24), Limitation of liability (GCC Clause 28), Applicable law (GCC Clause 30), and Taxes & Duties (GCC Clause 32) will be deemed to be a material deviation. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 22.5 If a tender is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

23. Evaluation and Comparison of Tenders:

- 23.1 The Purchaser will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 22 for each schedule separately. No tender will be considered if the complete requirements covered in the schedule is not included in the tender. However, as stated in ITT Clause 9, Tenderers are allowed the option to tender for any one or more schedules and to offer discounts for combined schedules. These discounts will be taken into account in the evaluation of the tenders so as to determine the tender or combination of tenders offering the lowest evaluated cost for the Purchaser in deciding award(s) for each schedule.
- 23.2 The Purchaser's evaluation of a tender will exclude and not take into account:
- a) any allowance for price adjustment during the period of execution of the contract, if provided in the tender.
- 23.3 The Purchaser's evaluation of a tender will take into account, in addition to the tender price (Ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITT Clause 23.4 and in the Technical Specifications.
- a) Cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;
 - b) delivery schedule offered in the tender;
 - c) deviations in payment schedule from that specified in the Special Conditions of Contract.
 - d) the cost of components, mandatory spare parts and service.
 - e) the availability in India of spare parts and after-sales services for the goods/ equipment offered in the tender;
 - f) the projected operating and maintenance costs during the life of the equipment; and
 - g) the performance 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.

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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.

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.

SIGNATURE OF TENDERER

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

- 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 during the contract.**

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 KMF 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.
- 28.3 KMF reserves the right to select & decide the number of suppliers / contractors to be on the panel of suppliers / contractors for supply of HDPE/PP bags, irrespective of number of tenderer/s who offer to match their prices to the lowest tender or negotiated price, without thereby incurring any liability to the affected tenderer/s or any obligatory to inform the affected tenderers on the grounds of KMF action.

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 notify the name of the winning Tenderer to each unsuccessful Tenderer and will discharge its earnest money deposit, pursuant to ITT Clause 13.
- 29.4 If, after notification of award, a Tenderer wishes to ascertain the grounds on which its tender was not selected, it should address its request to the MD - KMF. The MD - KMF will promptly respond in writing to the unsuccessful Tenderer.

30. Signing of Contract

- 30.1 At the same time as the Purchaser notifies the successful tenderer that its tender has been accepted, the Purchaser will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 30.2 Within 21 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Purchaser.

SIGNATURE OF TENDERER

31. Performance Security

- 31.1 Within 21 days of the receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents or in another form acceptable to the Purchaser.
- 31.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 30.2 or ITT Clause 31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Purchaser may make the award to the next lowest evaluated Tenderer or call for new tenders.

32 Corrupt or Fraudulent Practices

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

(a) defines, for the purposes of this provision, the terms set forth as follows:

- (i) “corrupt practice” means the offering, giving, receiving or soliciting of 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.
33. During the contract period for delay / non supply of contracted goods, KMF reserves the right to:
- i) To enter into parallel contracts simultaneously or at any time during the period of contract with one or more tenderer(s) as KMF may think fit.
 - ii) To place adhoc order simultaneously or at any time during the period of contract with one or more supplier(s) / tenderer(s) for such quantity and for such items as KMF may think fit.

SIGNATURE OF TENDERER

SECTION III : GENERAL CONDITIONS OF CONTRACT
TABLE OF CLAUSES

Clause Number	Topic	Page Number
1.	Definitions	15
2.	Application	15
3.	Standards	15
4.	Use of Contract Documents and Information; Inspection and Audit by Government	15
5.	Patent Rights	16
6.	Performance Security	16
7.	Inspection and Tests	16
8.	Manuals & Drawings	17
9.	Packing	17
10.	Delivery and Documents	17
11.	Insurance	18
12.	Transportation	18
13.	Incidental Services	18
14.	Spare Parts	18
15.	Warranty	19
16.	Payment	19
17.	Prices	20
18.	Change Orders	20
19.	Contract Amendments	20
20.	Assignment	20
21.	Subcontracts	21
22.	Delays in Supplier's Performance	21
23.	Liquidated Damages	21
24.	Termination for Default	22
25.	Force Majeure	23
26.	Termination for Insolvency	23
27.	Termination for Convenience	23
28.	Settlement of Disputes	23
29.	Limitation of Liability	23
30.	Governing Language	24
31.	Applicable Law	24
32.	Notices	24
33.	Taxes and Duties	24

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.

SIGNATURE OF TENDERER

- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 4.4 The supplier shall permit the Government to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government, if so required by the Government.

5. Patent Rights

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

6. Performance Security

- 6.1 Within 21 days of receipt of the notification of contract award, the Supplier shall furnish **Performance Security to the Purchaser for an amount of 5% of the Contract Value valid up to 02 years (24 months) with additional 04 months claim period i.e. total 28 months.**
- 6.2 The EMD shall be adjustable towards Performance Security at the request of the tenderer.
- 6.3 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.
- 6.4 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) A cashier's cheque or Banker's certified cheque, or crossed demand draft or pay order drawn in favour of the Purchaser; or
 - c) Specified small savings instruments pledged to the Purchaser.
- 6.5 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.
- 6.6 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.

SIGNATURE OF TENDERER

- 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.

7.6 Manuals and Drawings

- 7.6.1 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.
- 7.6.2 The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.
- 7.6.3 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.

8. Packing

- 8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 8.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.
- 8.3 Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each Package will be marked on three sides with proper paint/indelible ink the following:
- i) Project, ii) Contract No., iii) Suppliers Name, and iv) Packing List Reference number.

SIGNATURE OF TENDERER

9. Delivery and Documents

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

10. Insurance

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

11. Transportation

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

12. Incidental Services

12.1 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.

13. Spare Parts

13.1 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

SIGNATURE OF TENDERER

(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.

13.2 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.

14. Warranty

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

14.2 This warranty shall remain valid for hours of operation or 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.

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

14.4 Upon receipt of such notice, the Supplier shall, within the period of days and with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever, shall lie on the Purchaser for the replaced parts/goods thereafter. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period of 12 months.

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

15. Payment

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

SIGNATURE OF THE TENDERER

- 15.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the contract.
- 15.3 Payments shall be made by the Purchaser in 02 (two) stages, 80% within 15 working days after receipt / acceptance of goods and balance 20% after receipt of test report. It may vary due to exigencies which are beyond the control of the purchaser.
- 15.4 Payment shall be made in Indian Rupees.

16. Prices

- 16.1 The contract price means the finalised price, payable to the contractor / supplier under the contract for supplies and also for the full & proper performance of the contractual obligations
- 16.2 The item **Cattle Feed Bag is categorized under 'VARIABLE PRICE BASIS' and the tenderer should declare the type of material to be used at the time of submission of tender.**
- 16.3 **For finalizing the price :**
- 1) For
 - a) cattle feed bags made out of HDPE, the ruling price of **RIL 'HDPE Raffia E52009' grade &**
 - b) for cattle feed bags made out of PP, the ruling price of **RIL 'PP H030SG' grade** shall be taken as the basis.
 - 2) After the award of rate contract, any revision in **Ex-Works BASIC PRICE by RIL** for the above said grades of polymers, the **pro-rata increase / decrease** shall be made in the purchase price of bag.
 - 3) The **revised price shall be effective from the 07th (seventh) day from the date of revision** (ex: for prices revised on 1st day of the month, the revised prices shall be effective from 7th of the same month).

17. Change Orders

- 17.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
- a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - b) the method of shipping or packing;
 - c) the place of delivery; and/or
 - d) the Services to be provided by the Supplier.
- 17.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

18. Contract Amendments

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

19. Assignment

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

SIGNATURE OF TENDERER

20. Subcontracts

- 20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in his original tender or later, shall not relieve the Supplier from any liability or obligation under the Contract. Sub-contracts shall be only for bought out items and sub-assemblies.
- 20.2 Subcontracts must comply with the provisions of GCC Clause 2.

21. Delays in the Supplier's Performance

- 21.1 **Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.**
- 21.2 If at any time during performance of the Contract, the Supplier or its sub-contract(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 21.3 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

22. Liquidated Damages:

22.1 Rebate / Penalty applicable on Quality Variation & delayed supplies:

- a) **Size** : The short size bags shall be rejected in case the same are found not usable. Wherever, the bags if found useable but with difficulty, the rebate shall be at twice the rate applicable per sq.inch.of area for the bags found less in size.
- b) **Weight** : The weight of bags shall be considered on average weight basis for any deficiency noticed, the rebate shall be twice the rate applicable per gm less in weight.
- c) **Mesh**: If the mesh is less than 12x12, then the rebate applicable is as follows,

1	Guarantee	12 x 12	Product of mesh shall not be less than 144
2	If the mesh recorded is not less than or equal to 11.5 x 11.5	Applicable rebate is 2% by value on entire quantity	Product of mesh shall not be less than 132
3	If the mesh recorded is not less than or equal to 11 x 11	Applicable rebate is 4% by value on entire quantity	Product of mesh shall not be less than 121
4	If the mesh recorded is not less than or equal to 10.5 x 10.5	Applicable rebate is 20% by value on entire quantity	Product of mesh shall not be less than 110
5	If the mesh recorded is less than 10.5 x 10.5	Consignment stands rejected	If the product is less than 110 the consignment stands rejected.

- d) There shall be 10% rebate on quantity of bags found damaged/weaving defective, but still can be made use.
- e) There shall be 100% rebate on the bags found damaged/weaving/defective which cannot be used at all. Such bags shall have to be lifted by the supplier within 10 days of the intimation from the plants.
- f) The Bags supplied without top hemmed, shall be liable for rejection. In case of acceptance due to exigency, the same shall be subject to levy of penalty of Re.0.50 per bag.
- g) The supplier should print the matter as per art work provided. For printing mistakes if any, penalty of Re.0.50 per bag shall be leviable.

SIGNATURE OF TENDERER

- h) As per the Biennial Rate Contract the Purchase Order will be issued by this office for supply of bags as per the requirements of our cattle feed plants on quarterly basis.
- i) The supplier has to supply the bags as per the plant wise delivery schedule indicated in the purchase order on FOR destination basis.
- j) The timely delivery of the bags ordered as per our delivery schedule shall be the essence of contract. In case of shifting of material due to irregular supply transportation/shifting charges will be at the suppliers cost.
- K) Only the vehicle reaching before 3 P.M. shall be considered for unloading on the same day. If the last day happens to be a holiday, the material shall be unloaded on next working day. However, supplier shall ensure that, the vehicle should arrive at the plant before 3 P.M on the specified date & entry should be got made at the security. Otherwise, next working day shall be considered as the date of arrival of consignment at the CFP.
- l) The supplies shall be according to the supply schedule. The delayed supplies will be accepted subject to penalty of 2% of the value of consignment received after delivery schedule but not later than ten days. In addition, the expenditure incurred if any towards making alternate arrangements due to non arrival of the consignment in time shall be to the suppliers' account.
- m) KMF reserves the right to accept or reject delayed supplies beyond ten days with 2% penalty and such delayed supplies will be paid at the prevailing rate on the date of arrival of the consignment or the original purchase order rate whichever is less.
- n) The excess / short supplies if any, against the ordered quantity for each plant up to +/- 5000 nos. per lakh bags shall be accepted.

PROCEDURE:

The actual number of damaged bags are those bags which were found to be "unfit for use" by user section. Such bags are to be returned to the stores section as rejected. The stores section shall maintain record of these rejections. The total rejections recorded GRN wise are to be informed to KMF CO to make deductions on this count. Simultaneously the supplier is also informed of the number of bags rejected and to take back the rejected bags within the stipulated time given by the respective plant.

23. Termination for Default

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

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

For the purpose of this Clause:

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

SIGNATURE OF TENDERER

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

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

24. Force Majeure

- 24.1 Notwithstanding the provisions of GCC 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.
- 24.2 For purposes of this Clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may 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.
- 24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25. Termination for Insolvency

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

26. Termination for Convenience

- 26.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 26.2 The Goods that are complete and ready for shipment within 30 days after the Supplier’s receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

27. Settlement of Disputes

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

SIGNATURE OF TENDERER

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

- a) 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.
- b) Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.3 Notwithstanding any reference to arbitration herein,

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

28. Limitation of Liability

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

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

29. Governing Language

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

30. Applicable Law

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

31. Notices

- 31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in SCC.
- 31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

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

SIGNATURE OF TENDERER

SECTION IV : SPECIAL CONDITIONS OF CONTRACTTABLES OF CLAUSES

Item No.	Topic	Page Number
1	Definitions (GCC Clause 1)	26
2	Inspection and Tests (GCC Clause 7)	26
3	Delivery and documents (GCC Clause 9)	26
4	Incidental Services (GCC Clause 12)	26
5	Payment (GCC Clause 15)	27
6	Settlement of Disputes (GCC Clause 27)	27
7	Notices (GCC Clause 31)	27
8	Progress of Supply	27
9	Right to use defective equipment	28
10	Supplier Integrity	28
11	Supplier's Obligation	28
12	Patent Rights	28

SECTION IV : SPECIAL CONDITIONS OF CONTRACT
Special Conditions of Contract

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

1. Definitions (GCC Clause 1)

- (a) The Purchaser is The Managing Director, Karnataka Milk Federation, Bangalore
- (b) The Supplier is.....

2. Inspection and Tests (GCC Clause 7)

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

.....

.....

3. Delivery and Documents (GCC Clause 9)

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

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

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

4. Incidental Services (GCC Clause 12)

The following services covered under Clause 12 shall be furnished and the cost shall be included in the contract price:

SIGNATURE OF TENDERER

5. Payment (GCC Clause 15)

- 5.1 Payments shall be made by the Purchaser in 02 (two) stages, 80% within 15 working days after receipt / acceptance of goods and balance 20% after receipt of test report. It may vary due to exigencies which are beyond the control of the purchaser.
- 5.2 Out station payment shall be made by Demand Draft, the bank commission charges shall be to supplier's account.

6. Settlement of Disputes (Clause 27)

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

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

7. Notices (Clause 31)

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

Purchaser: The Managing Director,
Karnataka Cooperative Milk Producers' Federation Limited,
KMF Complex, Dr M H Marigowda road, Bangalore-560 029

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

.....
.....

8. Progress of Supply:

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

- Quantity offered for inspection and date;
- Quantity accepted/rejected by inspecting agency and date;
- Quantity dispatched/delivered to consignees and date;
- Quantity where incidental services have been satisfactorily completed with date;
- Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
- Date of completion of entire Contract including incidental services, if any; and
- Date of receipt of entire payments under the Contract
(in case of stage-wise inspection, details required may also be specified).

SIGNATURE OF TENDERER

9. Right to use defective equipment:

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

10. Supplier Integrity:

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

11. Supplier's Obligations:

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

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

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

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

12. Patent Rights:

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

SIGNATURE OF TENDERER

SPECIAL CONDITIONS OF CONTRACT TO MEET SPECIFIC REQUIREMENT OF KMF

1.0 Validity of contract & extension of contract:

- 1.1 The validity of contract shall be for a period of two years as detailed in the notification for the respective items .
- 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 Biennial Rate Contract.
- 1.3 KMF 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 Biennial Rate Contract price, terms and conditions shall remain unaltered.
- 1.4 KMF 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 or any obligation to inform the affected contractor on the grounds of KMF action.
- 1.5 KMF while extending the contract period, also reserves the right to increase or reduce the contract quantity by 25% on the same terms & conditions.

2.0 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 KMF 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.

3.0 Signing of Agreement/Contract Form:

- 3.1 After KMF issues the Letter Of Acceptance (LOA) to the successful tenderer that their tender has been accepted, the KMF 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.200/-.

4.0 Transfer of Contract:

- 4.1 The contract is not transferable on any account whatsoever.
- 4.2 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.

5.0 Taxes and Duties:

- 5.1 The price finalised 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 finalisation/award of contract.
- 5.2 Thereafter any variation or introduction of Sales Tax or Cess in statutory levies like Excise Duty, Sales Taxes or VAT on finished product or the raw material/s during the contract period, the same shall be applicable & come into effect as per Government Notification. Any increase/decrease in statutory levies by state/central Govt will be to the buyers account only.

SIGNATURE OF THE TENDERER

5.3 Any claim of contractor / supplier for revision in respect of Cess, Surcharge on Duty, Taxes & VAT should be supported by relevant Govt notification/s order.

6.0 Guarantee on quality of goods:

- 6.1 The supplier shall have to guarantee the quality of goods supplied, strictly as per specification of contract/ purchase orders.
- 6.2 If the material supplied is found not as per contract/purchase order specification, the material shall be liable for rejection. On intimation from the Unit/Unions the contractor shall have to arrange replacement of material as per specification. If the supplier delays/fails to make arrangement to replace the goods, KMF /Union may make arrangement to procure the goods from alternative source. Any extra expenditure incurred on this alternative arrangement shall be debited to the account of supplier under contract.
- 6.3 If supplier fails to make good this loss, the same shall be recoverable from the pending bills or security deposit.
- 6.4 The Contractor shall not indulge in supplying the rejected / returned materials. If the contractor is found indulging such practice the Annual/Biennial/Triennial Rate Contract shall be liable for cancellation, forfeiture of security deposit and black listing of firm.
- 6.5 At the time of testing if the bags are not supplied as per our specification, the same shall be treated as Breach of contract by the supplier.
- 6.6 The Annual/Biennial Rate Contract of concerned contractor shall be cancelled.
- 6.7 The Security Deposit shall be forfeited.
- 6.8 The concerned bag supplier shall be banned from participating in future tenders.
- 6.9 All other Milk Federation in the country shall be informed about the conduct of the firm & its black listing by KMF.

7.0 Indemnity:

- 7.1 The contractor shall have to indemnify and also keep indemnified the KMF against any or all damages or losses etc., caused to KMF/Unions/Unit, arising from any omission or commission defaults of contractor / supplier. for which KMF shall not be responsible in any manner whatsoever.

SIGNATURE OF THE TENDERER

**SECTION V : SCHEDULE OF REQUIREMENTS / EMD &
SECURITY DEPOSIT**

**Part – I
Schedule I**

Sl. No.	Description	Bag size	BRC Quantity	EMD Amount	Security Deposit
1.	Supply of 145 Gm Un-laminated HDPE/PP Woven sacks for packing 50 kg Nandini Gold & Bypass cattle feed for Hassan Plant (As per KMF artwork)	41" x 27.5"	45,17,200 nos.	Rs.20,00,000/-	5% of Contract Value
2.	Supply of 134 Gm Un-laminated HDPE/PP Woven sacks for packing 50 kg Nandini Gold & Bypass Cattle Feed (As per KMF artwork)	37" x 28"	1,66,70,000 nos.		
3.	Supply of 105 Gm Laminated HDPE/ PP Woven Sacks for packing Mineral Mixture (As per KMF artwork)	33" x 22"	50,000 nos.		
4.	Supply of 78 Gm Inside Laminated HDPE/PP Woven Bags to pack 10 KG Calf Starter (As per KMF artwork)	56cms x 46cms	20,000 nos.		

Supply of 134 Gm Un-laminated HDPE/PP Woven sacks plantwise break up

Sl. No	Cattle Feed Plants	Quantity in nos.
1	Rajanakunte	3420000 Nos.
2	Gubbi	2880000 Nos.
3	Dharwad	2880000 Nos.
4	Hassan	3650000 Nos.
5	Shikaripura	3840000 Nos.
	Total Quantity:	16670000 Nos.

SIGNATURE OF THE TENDERER

SAMPLE SCHEDULE

IFT NO.: KMF/HDPE-PP bags/T&C/2014-15/ Date: 17-11-2014

Sl. No.	Brief Description	Bag size	Sample to be submitted
1	Supply of 145 Gm Un-laminated HDPE/PP Woven sacks for packing 50 kg Nandini Gold & Bypass cattle feed for Hassan Plant (As per KMF artwork)	41" x 27.5"	10 nos.
2	Supply of 134 Gm Un-laminated HDPE/PP Woven sacks for packing 50 kg Nandini Gold & Bypass Cattle Feed (As per KMF artwork)	37" x 28"	10 nos.
3	Supply of 105 Gm Laminated HDPE/ PP Woven Sacks for packing Mineral Mixture (As per KMF artwork)	33" x 22"	10 nos.
4	Supply of 78 Gm Inside Laminated HDPE/PP Woven Bags to pack 10 KG Calf Starter (As per KMF artwork)	56cms x 46cms	10 nos.

SIGNATURE OF TENDERER

NOTE: Submission of sample bags conforming to KMF specifications (indicating on body of the bag whether made of HDPE or PP) along with the tender is mandatory.

It is also informed to mention the measurement/type/wt. etc. details on the top of the sample bags.

Address of KMF Unit's Cattle Feed Plants

UNIT-I Cattle Feed Plant (Unit of KMF) Rajanukunte Doddaballapura Road Bangalore (North) Bangalore-560 064 Phone No.080-28468314 Email: kmfcfpr@yahoo.com	
UNIT-II Cattle Feed Plant, (Unit of KMF), Railway Station Road, Gubbi-572 216. Tumkur District. Phone No.08131-222439 Email: kmfcfpg_gubbi@yahoo.co.in	UNIT-III Cattle Feed Plant (Unit of KMF) Rayapur Dairy Premises Dharwad- 580 Phone No.0836-2322639. Email: kmfcfpd_dwd@yahooo.com
UNIT-IV Cattle Feed Plant (Unit of KMF) M.Hosa Koppalu Post Gandhinagar, H.N.Pur Road Hassan- 573 201 Phone No.08172-243171 Email: kmfcfp_hsn@yahoo.co.in	UNIT-V Cattle Feed Plant, (Unit of KMF), Sanda Industrial Area, Jakkanahally Panchayat, Shikaripura Taluk, Shimoga Dist., kmfcfps@gmail.com Phone No.08187290344

SECTION VII : QUALIFICATION CRITERIA

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

1. (a) The tenderer should be a manufacturer who must have manufactured, tested and supplied the materials/equipment(s) similar to the type specified in the 'Schedule of Requirements' up to at least 80% of the quantity required in any one of the last 3 years.
 (b) Should be capable of supplying as per schedule.
 (c) Tenderers who had failed to comply with earlier contract conditions of KMF, which resulted in short closure / cancellation of any contract, are not eligible to participate in this tender
2. The tenderer should furnish the information on all past supplies and satisfactory performance for both (a) and (b) above, in pro forma under Section XII.

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 address of purchaser)	Order No. & Date	Description & Quantity of Goods Ordered	Value of Order	Date of completion of delivery as per contract/ actual	Remarks indicating reasons for late delivery if any	Has the goods / equipment been satisfactorily functioning ? (Attach a Certificate from the Purchaser)	% of rejection

SIGNATURE OF TENDERER

ANNEXURE - A**DETAILS OF ITEM TENDERED FOR**

A. Is the Tenderer (mark the applicable)

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

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

a) Location of Factory & its complete address

b) Brand Name of product if any
c) If the tenderer is a General Trader of item. Source of supply

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

D. Please indicate your nearest Canara Bank
Branch & place

SIGNATURE OF TENDERER

ANNEXURE - B

DATA ON FIRM

1. Name of the firm

Address of Reg. Office	STD code	Phone (O)	Phone ®	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. :
15. Whether Central Excise Duty is applicable :
If yes, please give the rate
16. Excise classification No. :
(Chapter/Section/subsection)
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. PRODUCTION:

- a) Name of the Products/Home produced/processed :
- b) Installed capacity of plant (enclose details) :
- c) Monthly capacity of production :
- d) No. of shift, plant is running :
- e) Give list of Machineries, printing facility/colour of printing can be done & equipment installed for Quality Control:

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

Name of Ptg.Machine	Type	Make	Colour	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 in MTs.	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. :
& date (Please enclose copy)
3. Any other information you like to furnish :

DECLARATION

The above information is correct and 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:**Date:**

**Signature of Authorised Representative
of the firm under proper seal**

ANNEXURE 'C'

The Managing Director
KMF Limited,
Dr.MH Marigowda Road,
Dharmaram College Post,
Bangalore-560 029

Sir,

Ref: IFT NO.: KMF/HDPE-PP bags/T&C/2014-15/ Date: 17-11-2014

With reference, I/We representing M/s..... participating for Tender for supply of, having read & understood the Technical & Commercial Conditions of Tender. As per basic requirement of Tender conditions, I am/We are herewith submitting the prescribed E.M.D in form of Demand Draft/Bank Guarantee No..... dated.....of..... Bank for Rs..... (Rupees.....) drawn in favour of The Managing Director, KMF Limited, Bangalore.

Thanking you,

Signature of the Tenderer

Name & address of the Firm

SECTION VIII : TENDER FORM

Date:.....

IFT No.....

TO: The Managing Director,
Karnataka Cooperative Milk Producers' Federation Ltd.,
KMF Complex, Dr M.H.Marigowda Road,
Dharmaram College Post, Bangalore-560 029

Gentlemen and/or Ladies:

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 in accordance with the delivery schedule specified in the Schedule of Requirements.

If our tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 5% percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

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.....200.....

(Signature)

(in the capacity of)

Duly authorised to sign Tender for and on behalf of :

**SECTION IX : EARNEST MONEY DEPOSIT BANK GUARANTEE FORM
(NOT APPLICABLE TO THIS TENDER)**

Whereas.....(hereinafter called “the Tenderer”) has submitted its tender dated..... (date of submission of tender) for supply of(name and/or description of the goods) (hereinafter called “the Tender”).

KNOW ALL PEOPLE by these presents that WE.....(name of bank) of..... (name of country), having our registered office at.....(address of bank) (hereinafter called “the Bank”), are bound unto(name of Purchaser) (hereinafter called “the Purchaser”) in the sum offor which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this.....day of20.....

THE CONDITIONS of this obligation are:

1. If the Tenderer

- (a) withdraws its Tender during the period of tender validity specified by the Tenderer on the Tender Form; or
- (b) does not accept the correction of errors in accordance with the ITT; or

2. If the Tenderer, having been notified of the acceptance of its tender by the Purchaser during the period of tender validity:

- (a) fails or refuses to execute the Contract Form if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Tenderers;

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

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

(Signature of the Bank)

Name of Tenderer

.....

.....

SECTION X : CONTRACT FORM

THIS AGREEMENT made theday of.....20 Between..... (Name of purchaser) of.....(Country of Purchaser) (hereinafter called “the Purchaser”) of the one part and(Name of Supplier) of.....(City and Country of Supplier) (hereinafter called “the Supplier”) of the other part:

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
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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)

In the presence of.....

SIGNATURE OF TENDERER

SECTION XI : PERFORMANCE SECURITY BANK GUARANTEE FORM

To.....(Name of Purchaser)

WHEREAS.....(Name of Supplier)

Hereinafter called “the Supplier” has undertaken, in pursuance of Contract No.....
dated.....20..... To supply.....(Description of Goods and Services) hereinafter
called “the Contract”.

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

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

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

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

Signature and Seal of Guarantors

.....
.....
.....

Date.....20.....

Address:.....

.....
.....

SIGNATURE OF TENDERER

SECTION XIII : MANUFACTURERS' AUTHORISATION FORM *

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

To

No.....dated

Dear Sir.

IFT No.

We.....who are established and reputed manufacturers of..... (name and description of goods offered) having factories at..... (address of factory do hereby authorise 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 authorised 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.

SIGNATURE OF TENDERER

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

IFT NO..... DATE OF OPENING.....,,,

NAME OF THE TENDERER.....

(Note : All details should relate to the manufacturer 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

1	145 Gm Un-laminated HDPE/PP Woven sacks for packing 50 kg Nandini Gold & Bypass cattle feed for <u>Hassan Plant</u> (As per KMF artwork)
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REQUIRED QTY : 45,17,200 Nos (Biennial)

A. Description of Item: Un-laminated HDPE/ PP Woven sacks for packing 50kg cattle feed.

B. Physical Parameters:

- a) Size : 41" length x 27 ½ " breadth
- b) Mesh : 12 x 12
- c) Fabric Colour : Opaque Milky White
- d) Stitching : Top open oven cut, bottom double folded & stitched
- e) Printing : Printed in one/two colour as per the matter provided by KMF.
- f) Weight : Minimum 145 gms Bags should be free from weaving defects
There should not be cuts, holes, sewing defects, gap stitches & joints in the body of bags.

SIGNATURE OF TENDERER

SPECIFICATION

2	134 Gm Un-laminated HDPE/PP Woven sacks for packing 50 kg Nandini Gold & Bypass cattle feed (As per KMF artwork)
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REQUIRED QTY :1,66,70,000 Nos (Biennial)

A. Description of Item: Un-laminated HDPE/ PP Woven sacks for packing 50kg cattle feed

B. Physical Parameters:

- a) Size : 37" length x 28" breadth
- b) Mesh : 12 x 12
- c) Fabric Colour : Opaque Milky White
- d) Stitching : Top open hemmed and bottom gusseted, double folded & stitched
- e) Printing : Printed in one/two colour as per the matter provided by KMF.
- f) Weight : Minimum 134 gms

Bags should be free from weaving defects. There should not be cuts, holes, sewing defects, gap stitches & joints in the body of bags.

SIGNATURE OF TENDERER

SPECIFICATION

3	78 Gm Inside Lamination HDPE/PP Woven Bags to pack 10 KG Calf Starter (As per KMF artwork)
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REQUIRED QTY :20,000 Nos (Biennial)

Specifications for HDPE/PP woven Bags to pack 10 Kg Calf starter

Parameter	Requirement
Length (cm)	56.0
Width (cm)	46.0
Weight (g)	78.0
Mesh	10 x 10
Lamination	Inside lamination
Bottom stitch	Bottom stitch with single fold
Handles	Two handles
Colour	Opaque milky white
Printing	According to the art work provided
Damages / Weaving defects	Bags shall be free from weaving defects. There shall not be cuts, holes, sewing defects, gap stitches and joints in the body of bags.

1) Rebate / Penalty applicable on Quality Variation & delayed supplies of laminated woven bag of 78 g:

- i) Size:** The short size bags shall be rejected in case the same are found not usable. Wherever, the bags if found useable but with difficulty, the rebate shall be at twice the rate applicable per sq.inch of area for the bags found less in size.
- ii) Weight:** The weight of bags shall be considered on average weight basis for any deficiency noticed, the rebate shall be twice the rate applicable per gm less in weight.
- iii) Mesh:** The bags if found with shorter mesh, a rebate of 2% shall be imposed on total value of the consignment.

2) Damaged/weaving defective bags:

- a)** There shall be 10% rebate on quantity of bags found damaged/weaving defective, but still can be made use.
- b)** There shall be 100% rebate on the bags found damaged/weaving defective which cannot be used at all. Such bags shall have to be lifted by the supplier within 10 days of the intimation from the plants.

SIGNATURE OF TENDERER

SPECIFICATION

4	105 Gm Laminated HDPE/ PP Woven Sacks for packing Mineral Mixture (As per KMF artwork)
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REQUIRED QTY : 50,000 Nos (Biennial)

A. Description of Item: Laminated HDPE/ PP Woven sacks for packing 50 kg Mineral Mixture

B. Physical Parameters:

- a) Size : 33 x 22 inches (83.82 x 55.88 cms)
- b) Mesh : 10 x 10
- c) Fabric Colour : Opaque Milky White
- d) Stitching : Laminated, top open un-hemmed and bottom double folded & double stitched
- e) Printing : Printed in one/two colour as per the matter provided by KMF.
- f) Weight : Minimum 105 gms for 10 x 10 mesh
 - 1. Bags should be free from weaving defects
- g) There should not be cuts, holes, sewing defects, gap stitches & joints in the body of bags.

SIGNATURE OF TENDERER

51
ANNEXURE

1. Rebate / Penalty applicable on Quality Variation & delayed supplies of unlaminated woven sacks of 134gm & 145 gm.

- a) **Size** : The short size bags shall be rejected in case the same are found not usable. Wherever, the bags if found useable but with difficulty, the rebate shall be at twice the rate applicable per sq.inch.of area for the bags found less in size.
- b) **Weight** : The weight of bags shall be considered on average weight basis for any deficiency noticed, the rebate shall be twice the rate applicable per gm less in weight.
- c) **Mesh**: If the mesh is less than 12x12, then the rebate applicable is as follows,

1	Guarantee	12 x 12	Product of mesh shall not be less than 144
2	If the mesh recorded is not less than or equal to 11.5 x 11.5	Applicable rebate is 2% by value on entire quantity	Product of mesh shall not be less than 132
3	If the mesh recorded is not less than or equal to 11 x 11	Applicable rebate is 4% by value on entire quantity	Product of mesh shall not be less than 121
4	If the mesh recorded is not less than or equal to 10.5 x 10.5	Applicable rebate is 20% by value on entire quantity	Product of mesh shall not be less than 110
5	If the mesh recorded is less than 10.5 x 10.5	Consignment stands rejected	If the product is less than 110 the consignment stands rejected.

- d) There shall be 10% rebate on quantity of bags found damaged/weaving defective, but still can be made use.
- e) There shall be 100% rebate on the bags found damaged/weaving/defective which cannot be used at all. Such bags shall have to be lifted by the supplier within 10 days of the intimation from the plants.
- f) The Bags supplied without top hemmed, shall be liable for rejection. In case of acceptance due to exigency, the same shall be subject to levy of penalty of Re.0.50 per bag.
- g) The supplier should print the matter as per art work provided. For printing mistakes if any, penalty of Re.0.50 per bag shall be leviable.
- h) As per the Biennial Rate Contract the Purchase Order will be issued by this office for supply of bags as per the requirements of our cattle feed plants on quarterly basis.
- i) The supplier has to supply the bags as per the plantwise delivery schedule indicated in the purchase order on FOR destination basis.
- j) The timely delivery of the bags ordered as per our delivery schedule shall be the essence of contract. In case of shifting of material due to irregular supply transportation/shifting charges will be at the suppliers cost.
- K) Only the vehicle reaching before 3 P.M. shall be considered for unloading on the same day. If the last day happens to be a holiday, the material shall be unloaded on next working day. However, supplier shall ensure that, the vehicle should arrive at the plant before 3 P.M on the specified date & entry should be got made at the security. Otherwise, next working day shall be considered as the date of arrival of consignment at the CFP.
- l) The supplies shall be according to the supply schedule. The delayed supplies will be accepted subject to penalty of 2% of the value of consignment received after delivery schedule but not later than ten days. In addition, the expenditure incurred if any towards making alternate arrangements due to non arrival of the consignment in time shall be to the suppliers' account.
- m) KMF reserves the right to accept or reject delayed supplies beyond ten days with 2% penalty and such delayed supplies will be paid at the prevailing rate on the date of arrival of the consignment or the original purchase order rate whichever is less.
- n) The excess / short supplies if any, against the ordered quantity for each plant up to +/- 5000 nos. per lakh bags shall be accepted.

PROCEDURE:

The actual number of damaged bags are those bags which were found to be "unfit for use" by user section. Such bags are to be returned to the stores section as rejected. The stores section shall maintain record of these rejections. The total rejections recorded GRN wise are to be informed to KMF CO to make deductions on this count. Simultaneously the supplier is also informed of the number of bags rejected and to take back the rejected bags within the stipulated time given by the respective plant.

SIGNATURE OF TENDERER

52
CHECK LIST

Kindly ensure compliance of the under-mentioned requirements, as per Tender terms and conditions.

1.	Whether the prescribed EMD is furnished	Yes : No
2.	If so, whether EMD furnished in the e-portal	Yes : No
3.	If so, Details may be furnished	Yes : No
4.	Whether sample/s have been submitted	Yes : No
CAUTION: Non-compliance of the EMD clause and/or sample rolls entail in summa rejection of the tender as per terms & conditions of the Tender		
5.	Whether details on tendered item furnished	Yes : No
6.	Whether details of tenderers' Bio-data /Plant and Machineries/Leading Buyers details are furnished a) I.T Clearance certificate for the year b) S.T Clearance certificate for the year c) Authority who issued I.T clearance d) Authority who issued S.T clearance	Yes : No
7.	Whether price schedule of the commercial Tender - Part-II tender duly filled-up in figures and words.	Yes : No
8.	Whether the total supply capacity to KMF Unit indicated in the Schedule	Yes : No

SIGNATURE OF THE TENDERER.

KARNATAKA CO-OPERATIVE MILK PRODUCERS' FEDERATION LIMITED
KMF COMPLEX : DR.M.H.MARIGOWDA ROAD : D.R.COLLEGE POST
BANGALORE-29

IFT NO.: KMF/HDPE-PP bags/T&C/2014-15/IND

Date: 17-11-2014

TECHNICAL CUM COMMERCIAL TENDER FOR SUPPLY OF UNLAMINATED
HDPE or PP WOVEN SACKS TO PACK CATTLE FEED , LAMINATED HDPE or PP
WOVEN SACKS TO PACK MINERAL MIXTURE INSIDE LAMINATED HDPE/PP
WOVEN SACKS TO PACK CALF STARTER

Sl No.	Details
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1.	Commercial Tender Part – II
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2.	Price Quote
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COMMERCIAL TENDER PART II

QUALIFICATION

The commercial offers of such of those tenderers who qualify themselves for being considered for supply of Un-laminated HDPE or PP woven sacks to pack 50 kg Cattle Feed ,Laminated HDPE or PP woven sacks to pack 50 kg Mineral Mixture and Calf starter bags to KMF Units by fulfilling the entire terms and conditions as laid down in Part-I “Technical Tender” of this tender, will be considered for the finalisation of the tender.

Other commercial offers not qualifying as above will be rejected out rightly.

SIGNATURE OF THE TENDERER.

PRICE QUOTE

To:
The Managing Director,
Karnataka Milk Federation
BANGALORE – 560 029.

Sir,

**Sub: Supply of Un-laminated HDPE or PP Woven Bags for Packing (Nandini Gold & Bypass) 50 kg Cattle Feed (Wt:134 gm) –(with Printing matter as per artwork)
Quantity:1,66,70,000 nos.**

Ref: IFT NO.: KMF/HDPE-PP bags/T&C/2014-15/dtd. 17-11-2014

With reference, I / We herewith submitting my / our Tender for supply of **Un-laminated HDPE or PP Woven Bags for Packing 50 kg Cattle Feed for cattle feed plants respectively** as indicated below:

Sl. No	Cattle Feed Plants	Unit	Nett Price/bag Rs. ps.	In words
1	Rajanakunte	Per bag		Rs.
2	Gubbi	Per bag		Rs.
3	Dharwad	Per bag		Rs.
4	Hassan	Per bag		Rs.
5	Shikaripura	Per bag		Rs.

The rates quoted above are based on ruling basic price* as on.....of Reliance HDPE (E52009) Rs.....per MT or PP (H030SG) Rs.....per MT. (Price break up shall be furnished as required in the cost sheet)

Note: Tenderers are requested to quote for either HDPE or PP laminated bags depending on the processing facility at their plant.

- In absence of details, the basic price ruling on the date of opening of Technical Tender part-I shall be taken as base.

The above quoted prices are NETT, F O R DESTINATION BASIS.

The price is inclusive of

- a. Central Excise Duty @
- b. CST / ST @
- c. VAT @
- d. P & F @
- e. Transportation @
- f. Others @

I, We hereby once again confirm that, I/We have thoroughly studied the Tender Document and understood the tender conditions, tender specification, details of goods required, I/We understand the nature of item quoted for, the quantity and specification of the same. My / Our offer to supply the stocks is strictly in accordance with these requirements. I/We hereby agree that, the decision of Managing Director, KMF shall be final in any disputes regarding the supply, terms & conditions of this tender.

Date:

SIGNATURE OF TENDERER

Name & Address of the firm

.....
.....

COSTING OF Un-laminated HDPE or PP Woven Bags

The Ex Works basic prices of raw materials as on.....2014/15 considered for costing i.e:

Reliance HDPE (E52009) Rs.....per MT or

PP (H030SG) Rs.....per MT.

On Tenderer's quoted price the costing per bag:

- | | |
|------------------------|---------|
| 1. Raw material | Rs..... |
| 2. Processing charges | Rs..... |
| 3. Printing per colour | Rs..... |
| 4. CED @ % | Rs..... |
| 5. CST/ST @ % | Rs..... |
| 6. VAT | Rs..... |
| 7. P & F | Rs..... |
| 8. Transportation | Rs..... |
| 9. Others | Rs..... |
| ----- | |
| Total | |
| ----- | |

Date:

SIGNATURE OF THE TENDERER

PRICE QUOTE

To:
The Managing Director,
Karnataka Milk Federation
BANGALORE – 560 029.

Sir,

Sub: Supply of Un-laminated HDPE or PP Woven Bags for Packing (Nandini Gold & Bypass) 50 kg Cattle Feed (Wt:145gm)(with Printing matter as per artwork)-
Quantity: 45,17,200 nos.

Ref: IFT NO.: KMF/HDPE-PP bags/T&C/2014-15/dtd. 17-11-2014

With reference, I / We herewith submitting my / our Tender for supply of Un-laminated HDPE or PP Woven Bags for Packing 50 kg Cattle Feed for **Hassan automatic plant only** as indicated below:

Sl. No	Cattle Feed Plant	Unit	Nett Price/bag Rs. ps.	In words
1	Hassan	Per bag		Rs.

The rates quoted above are based on ruling basic price* as on.....of Reliance HDPE (E52009) Rs.....per MT or PP (H030SG) Rs.....per MT.(Price break up shall be furnished as required in the cost sheet)

Note: Tenderers are requested to quote for either HDPE or PP laminated bags depending on the processing facility at their plant.

- In absence of details, the basic price ruling on the date of opening of Technical Tender part-I shall be taken as base.

The above quoted prices are NETT, F O R DESTINATION BASIS.

The price is inclusive of

- a. Central Excise Duty @
- b. CST / ST @
- c. VAT @
- d. P & F @
- e. Transportation @
- f. Others @

I, We hereby once again confirm that, I/We have thoroughly studied the Tender Document and understood the tender conditions, tender specification, details of goods required, I/We understand the nature of item quoted for, the quantity and specification of the same. My / Our offer to supply the stocks is strictly in accordance with these requirements. I/We hereby agree that, the decision of Managing Director, KMF shall be final in any disputes regarding the supply, terms & conditions of this tender.

Date:

SIGNATURE OF THE TENDERER

Name & Address of the firm

.....
.....

COSTING OF Un-laminated HDPE or PP Woven Bags

The Ex Works basic prices of raw materials as on.....2014/2015 considered for costing i.e.,:

Reliance HDPE (E52009) Rs.....per MT or

PP (H030SG) Rs.....per MT.

On Tenderer's quoted price the costing perbag:

1. Raw material Rs.....

2. Processing charges Rs.....

3. Printing per colour Rs.....

4. CED @ % Rs.....

5. CST/ST @ % Rs.....

6. VAT Rs.....

7. P & F Rs.....

8. Transportation Rs.

9.Others Rs.....

Total

SIGNATURE OF THE TENDERER

PRICE QUOTE

To:
The Managing Director,
Karnataka Milk Federation
BANGALORE – 560 029.

Sir,

Sub: Supply of Laminated HDPE or PP Woven Bags for Packing 50 kg Mineral Mixture(Wt:105gm) –(with Printing matter as per artwork) –Quantity:50,000 nos.

Ref: IFT NO.: KMF/HDPE-PP bags/T&C/2014-15/dtd.17-11-2014

With reference, I / We herewith submitting my / our Tender for supply of the item/s indicated below to Cattle Feed Plants located at Dharwad, Gubbi, Hassan, Rajanukunte & Shikaripura

Sl. No	Particulars	Unit	Nett Price/bag Rs. ps..	In words
1	Laminated HDPE or PP woven sacks to pack Mineral Mixture	Per bag		Rs.

The above quoted price / bag Nett, F O R DESTINATION to the respective cattle feed plants & the Price is fixed for Biennial Rate Contract..

The price is inclusive of

- a. Central Excise Duty @
- b. CST / ST @
- c. VAT @
- d. P & F @
- e. Transportation @
- e. Others @

I, We hereby once again confirm that, I/We have thoroughly studied the Tender Document and understood the tender conditions, tender specification, details of goods required, I/We understand the nature of item quoted for, the quantity and specification of the same. My / Our offer to supply the stocks is strictly in accordance with these requirements. I/We hereby agree that, the decision of Managing Director, KMF shall be final in any disputes regarding the supply, terms & conditions of this tender.

Date:

SIGNATURE /NAME OF TENDERER

Name & Address of the firm

.....
.....

PRICE QUOTE

To
The Managing Director
Karnataka Milk Federation
BANGALORE-560 029

Sir,

Sub: Supply of Inside Laminated HDPE or PP Woven Bags for Packing Calf starter /calf feed –
(with Printing matter as per artwork) –Quantity:20000nos.

Ref: IFT NO.: KMF/HDPE-PP bags/T&C/2014-15/dtd.17-11-2014

With reference, I / We herewith submitting my / our Tender for supply of the item/s indicated below
to Cattle Feed Plants located at Dharwad, Gubbi, Hassan, Rajanukunte & Shikaripura (Wt:78gm)

Sl. No	Particulars	Unit	Nett Price/bag	In words
1.	Laminated HDPE / PP woven Bags for packing Calf starter	No.	Rs.	Rs.

The above quoted price / bag Nett, F O R DESTINATION to the respective cattle feed plants & the Price is fixed for Biennial Rate Contract..

The price is inclusive of

- a) Central Excise Duty @.....
- b) CST / ST @
- c) VAT @.....
- d) P & F @
- e) Transportation @.....
- f) Others @.....

Yours faithfully,
SIGNATURE /NAME OF TENDERER

Date:

Name & Address of the firm

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.....

