

**DHARWAD, HAVERI, GADAG & UTTARAKANNADA DIST. CO-OPERATIVE MILK PRODUCERS' SOCIETIES UNION LIMITED.,**

Lakkammanahalli, Industrial Area, P.B.ROAD, **DHARWAD** – 580004, [Karnataka]  
Ph. No. 0836–2467603/2468380, Fax No. 0836- 2468268, E-Mail-dharwarnin@gmail.com

No.KMF/2015-16/IND2914

Date: 04-02-2016

**E-TENDER NOTIFICATION**

The Dharwad, Haveri, Gadag & Uttarakannada Dist. Co-Op Milk Union Limited, Dharwad (DAMUL) intends to carryout up gradation of existing 10 MT/Per Day capacity Powder Plant under GOK grants. To meet the milk requirement of the Powder Plant invites Tender for supply, Erection and Commissioning **3 no's of 10 KL Capacity Cream Ripening Tanks** from the eligible Manufacturer / suppliers as per our specification mentioned in tender documents.

The tender processing charges (non-refundable) & EMD **Rs.90,000.00** may be paid to e-portal in any one of the forms as specified in the tender documents. For further details, can be log on to <https://eproc.karnataka.gov.in> or call e-procurement helpdesk on 080-25501216 / 25501227. The DAMUL will not be held responsible for the website problems if any, last date submission or non-receipt of the same.

1	Last Date & Time for receipt of tenders	03.03.2016, up to 04.00 PM
2	Date & Time for Opening of Technical Bid	05.03.2016, 10.00 PM onwards
3	Date & Time for Opening of Financial Bid	08.03.2016, 11.00 AM onwards

Managing Director

## **CHECK LIST**

Kindly ensure compliance of the under-mentioned requirements, as per  
Tender Terms & Conditions.

1	Whether the prescribed EMD is submitted as per e-procurement rule.	Yes : No.
2	Whether details of tenders' Biodata / Plant and Machineries / Leading buyers details are furnished	Yes : No.
3	Whether the detail technical specification literature uploaded ?	Yes : No
4	Whether latest Income Tax, Sales Tax and Service Tax clearance certificates attached.	Yes : No.
5	Whether PAN CARD uploaded ?	
6	Whether Price Quote tender duly filled up in figures and words ?	Yes : No.
7	Whether all the pages in the Technical Tender formats - and Price Quote have been dully Signed by authorized signatory as per e-portal rule ?	Yes : No.
8	Whether Tenderer is a Authorized Original Equipment Manufacturer (OEM) / Authorized Dealer, If yes valid Authorization Certificate should be uploaded along with bid ?	Yes : No.
9	Whether tenderer should have supplied and commissioned satisfactorily similar equipment to any other reputed Dairy Industries during last three financial year, If Yes documentary evidence for the same to be uploaded along with the bid ?	Yes : No.
10	Whether last 3 years financial Turn Over Uploaded ?	Yes : No

**SIGNATURE OF THE TENDERER**

**Technical Tender**

**TENDER APPLICATION**

From:-

**TO:-**

**M/s.**

**The Managing Director,  
Dharwad Milk Union Ltd.,  
Lakkammanahalli Indl.Area,  
DHARWAD – 580 004.**

Sir,

**Sub: Tender for .....**

.....

\* \* \* \* \*

Having examined the tender documents thoroughly and taking into consideration all instructions, terms & conditions detailed in Tender document, I / We hereby submit all the necessary documents and relevant information for above mentioned tender.

I / We understand that the ‘ Managing Director ’ reserves the right to accept or reject any tender / offer.

**SIGNATURE OF THE TENDERER**

## **SECTION VII : QUALIFICATION CRITERIA**

**Supply, Erection and Commissioning of 20000 Ltrs Per Hour Skid Mounted Tubuler Heat Exchanger for Milk Pasteurization, 20000 ltrs per hour Cream separator & 4000 Ltrs. Per hour Skid Mounted Tubuler Heat Exchanger for Cream Pasteurization at main dairy Dharwad.**

1. (a) The tenderer should be a manufacturer of Pasteuriser and separator who must have Manufactured, supplied & commissioned the similar type of machines specified in the 'Schedule of Requirements' up to minimum 05 units per annum successfully in previous three financial years
- (b) Tenders of tenderers quoting as authorized representative of a manufacturer meeting with the above requirement in full, can also be considered provided :The manufacturer/Distributor furnishes authorization in the prescribed format assuring full guarantee and warranty obligations as per GCC and SCC.
- (c) The tenderer shall furnish details regarding the service support and availability of spare parts at their service center. The tenderer shall provide documentary evidence for having established service center since 5 years, in the vicinity of 500kms from DHARWAD
2. The tenderer should furnish the information on all past supplies and satisfactory performance for both (a) and (b) above, in proforma
- 3 Satisfactorily completed as prime supplier/contractor, at least one similar work each year,(for the past three years) such as, Supply of similar Plant equipments on turn key basis
4. Each tenderer should furnish the proof of documents for the above along with the IT clearance certificate, solvency certificate Etc.

**MANUFACTURERS' AUTHORIZATION FORM \***

To

No.....dated

Dear Sir.

IFT No.

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

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

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

Yours faithfully,

(Name)

(Name of manufacturers)

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

## **PRICE QUOTE**

To:

**The Managing Director,  
Dharwad Co-Op Milk Union Ltd,  
Dharwad-580 004**

Sir,

**SUB: Supply, Erection & Commissioning of 10 KL capacity Cream Ripening Tanks  
at main dairy Dharwad-reg**

With reference to the above subject, I / We herewith submitting my / our tender as below:

<b>Sl. No.</b>	<b>PARTICULARS</b>	<b>Qty</b>	<b>Rate per Unit</b>	<b>Total Amount</b>
1.	supply, Erection and Commissioning of <b>10 KL Capacity Cream Ripening Tanks</b> at main dairy Dharwad.	03 No's		
	<b>Excise Duty @</b>			
	<b>CST / VAT @</b>			
	<b>Service Tax @</b>			
	<b>Tranisit Insurance</b>			
	<b>Freight charges</b>			
	<b>Total Rs.</b>			

**In words (Rs.) .....**

**(The Above Price is Inclusive of All Taxes)**

I / We hereby once again confirm that, I / We have thoroughly studied the tender document and understood the Terms & Conditions, Tender Specifications, Details of Goods Required etc. I / We fully understand the nature of the item I / We have quoted for, the quantity & specifications of the same also. My / Our offer to supply the stocks is strictly in accordance with these requirement. I / We hereby agree that, the decision of **Managing Director, Dharwad Co-Op Milk Union Ltd. Dharwad** shall be final in any dispute regarding the supply, Terms & Conditions of this tender.

**SIGNATURE OF THE TENDERER**

# TECHNICAL SPECIFICATIONS

	<b>10 KL Capacity Cream Ripening Tank</b>
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## **Scope of Work:**

The work Includes supply, Erection, testing, and commissioning etc. The location of Plant is in Processing Section, According to the Space availability necessary pipes, Fittings, Fabrication works and civil works are to be executed by the supplier.

Design Requirements Cream would be Collected and chilled in the Cream tank.

## **DESIGN REQUIREMENTS**

### **SS304 Process Tank – Cooling Heating (Cream Ripening Tank)**

- Capacity: 10000 LITER
- Inner Shell : 5mm
- Intermediate Shell: 2 mm
- Outer Shell: 2mm
- Vertical tank manufactured in AISI 304 stainless steel
- Insulated bottom and shell with heating/cooling jacket
- Conical bottom and flat top
- Surface finish 2B/TP4
- Welds outside well ground and polished/glass beading
- Welds inside ground to 180 grit finish
- Manhole with cover at the tank top
- Ventilation to Prevent implosion
- Two lifting lugs at the top
- Legs with adjustable ball feet and load distribution plates

### **Following option(s) included**

- Agitator Mounting
- Complete agitator Swiping type
- Dial thermometer connection
- Ladder bracket
- Sight and light glass
- No foam inlet
- Spray balls
- Outlet with butter fly valve
- Transport Structure

## **Tools:**

Essential special tools should be supplied with the plant without charging any extra cost.

**Tests:**

The following tests should be conducted by the manufacturer at his works.

Dye Penetration test for welding joints.

Water fills – up test of inner vessel for Water tightness

The jacket should be tested for a pressure of 3 kg/ cm sq.

**NOTE:**

1. The total height of the tank including agitator motor should be less than 10 feet.



## **Tenderer's Bio Data**

1.	Name and Address of the Firm.  Telephone No.  Fax No.  Cell No.  E-Mail.	
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.	Year of Establishment of Firm.	
6.	Whether Service Tax Certificate is enclosed	
7.	Whether SSI Registration Certificate enclosed	

8.	TIN No.		
9.	1. Income Tax PAN Certificate No. & Date (Please enclose copy) 2. Any other information you like to furnish		
10.	Whether VAT Certificate is enclosed		
11.	Last three years Turnover	Year	Turnover / Rs. In Lakhs

12. List of leading customers and with value of business of each:

Sl. No.	Names of Customer	Value of Business / Lakhs Rs.
1.		
2.		
3.		
4.		
5.		

## DECLARATION

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

Place:  
**proper seal**

**Signature of Authorized Representative of the  
Firm under**

## **TERMS & CONDITIONS:-**

### **a) Earnest Money Deposit**

The Earnest Money Deposit & tender fee should be paid through any of the following online modes of e-Payment as mentioned in e-Procurement portal.

- i. Credit Card
- ii. Direct Debit (ICICI Bank Account holders)
- iii. National Electronic Fund Transfer (NEFT) / Real Time Gross Settlement(RTGS)
- iv. Over-the-Counter (OTC) remittance at ICICI Bank designated branches

### **b) UNLOADING, TRANSPORTATION AND INSPECTION**

- 1 The Supplier shall be required to unload all the Goods from the carriers, received at site after Supplier's team arrives at site. The Supplier shall plan in advance, based on the information received from the Purchaser, Supplier's requirement of various tools, tackles, jacks, cranes, sleepers etc. required to unload the material/equipment promptly and efficiently. The Supplier shall ensure that adequate and all measures necessary to avoid any damage whatsoever to the equipment at the time of unloading are taken. Any demurrage/detention charges incurred due to the delay in unloading the material/equipment and releasing the carriers shall be charged to the Supplier's account. The Supplier shall be responsible for receipt at site of all Goods and Supplier's equipment delivered for the purposes of the Contract.
- 2 The Supplier shall safely transport/shift the unloaded Goods and equipment to the area to be installed.
- 3 All the Goods received by the Purchaser prior to arrival of the Supplier at site shall be handed over to the Supplier and there upon the Supplier shall inspect the same and furnish a receipt to the Purchaser. The manner in which the inspection shall be carried out is enumerated below:
  - 3.1 The materials/equipment would be carefully unpacked by opening the wooden cases/other modes of packing as the case may be.
  - 3.2 Detailed inventory of various items would be prepared clearly listing out the shortages, breakages/damages after checking the contents with respect to the supplier's packing list, the Purchaser's Contract. The Supplier shall also check every equipment for any shortage/shortcoming that may eventually create difficulty at the time of installation or commissioning.
  - 3.3 All the information and observations by the Supplier shall be furnished in the form of 'INSPECTION REPORT' to the Purchaser with specific mention / suggestions which in the opinion of the Supplier should be given due consideration and immediate necessary actions, to enable the Purchaser to arrange repair or replacement well in time and avoid delays due to non-availability of equipment and parts at the time of their actual need.

- 4 The protection, safety and security of the Goods so taken over from the Purchaser shall be the responsibility of the Supplier, until they are handed over to the Purchaser after erection, commissioning and testing as per the terms of the Contract.

#### **c) PROTECTION OF PLANT**

- 1 The Purchaser shall not be responsible or held liable for any damage to person or property consequent upon the use, misuse or failure of any erection tools and equipment used by the Supplier or any of Supplier's sub-suppliers even though such tools and equipment may be furnished, rented or loaned to the Supplier or any of Supplier's sub-suppliers. The acceptance and/or use of any such tools and equipment by the Supplier or Supplier's sub-supplier shall be construed to mean that the Supplier accepts all responsibility for and agrees to indemnify and save the Purchaser from any and all claims for said damages resulting from the said use, misuse or failure of such tools and equipment.
- 2 The Supplier and Supplier's sub-supplier shall be responsible, during the works, for protection of work which has been completed by other Suppliers. Necessary care must be taken to see that no damage to the same is caused by the Supplier's men during the course of execution of the work.
- 3 All other works completed or in progress as well as machinery and equipment that are liable to be damaged by the Supplier's work shall be protected by the Supplier and protection shall remain and be maintained until its removal is directed by the Purchaser.
- 4 The Supplier shall effectively protect from the effects of weather and from damages or defacement and shall cover appropriately, wherever required, all the works for their complete protection.
- 5 The work shall be carried out by the Supplier without damage to any work and property adjacent to the area of Supplier's work to whomsoever it may belong and without interference with the operation of existing machines or equipment.

#### **d) Installation & Commissioning**

The job include scheduled supply, installation, testing & commissioning of Cream Ripening tanks with standard accessories. Necessary pipe connection with insulation should be provided by the successful bidder from main header provided by DMU.

#### **e) SUPPLY OF TOOLS, TACKLES AND MATERIALS**

The Supplier shall, at his own expense, provide all the necessary equipment, tools and tackles, haulage power, consumables necessary for effective execution and completion of the works during erection and commissioning.

**f) Payment Terms:-**

- a) 50% against delivery of materials on site.
- b) 40% after Erection and commissioning of milk pasteurizer.
- c) Remaining 10%. against submission of performance warranty in the form of DD/Bank guarantee for equal amount valid for 12 months.
- g) Bidder E.M.D. amount will be released after satisfactory completion of work & soon after trial run immediately.
- h) All disputes arising out of this work is subject to jurisdiction Law of Court at Dharwad city only.
- .
- i) The ‘ **Managing Director Dharwad Milk Union Ltd., Dharwad** reserves the right to cancel the work order without assigning any reason.

Managing Director  
Dharwad Co-Op Milk Union Ltd

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

### **A. INTRODUCTION**

#### **1. Eligible Tenderers**

- 1.1 Tenderers should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the purchaser to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.
- 1.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.

### **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 and Price Schedule
    - (g) Earnest Money Deposit Form
    - (h) Contract Form
    - (i) Performance Security Form
    - (j) Performance Statement Form
    - (k) Manufacturer's Authorization Form
    - (l) Equipment and Quality Control Form

### **B. Commercial Tender part – II**

- (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 Tenderers risk and may result in rejection of its tender.

## **Signature of Tenderer**

### **4. Clarification of Tender Documents**

- 4.1 A prospective tender requiring any clarification of the tender documents may notify the purchaser in writing or by telex or cable or fax at the purchaser's mailing address indicated in the Invitation for tenders. The purchaser will respond in writing to any request for clarification of the tender documents which it receives no later than 15 days prior to the deadline for submission of tenders prescribed by the purchaser. Written copies of the purchaser's response (including an explanation of the query by without identifying the source of inquiry) will 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 purchaser at its discretion may extend the dead line 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 & 10



- b. Documentary evidence established in accordance with ITT Clause-II 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 confirm to the tenderer documents and
- d. Earnest Money Deposit furnished in accordance with ITT Clause-13

**8. Tender Form**

Not Applicable

**Signature of Tenderer**

**9 Tender Prices**

- 9.1 The tenderer shall indicate on the price schedule the unit prices and the 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 the requirements and 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 an 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-Warehouses, or off the shelf as applicable), including all duties and sales and other taxes already paid or payable.
    - a. On component and raw material used in the manufacturer 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 in land 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 tenders separation of the price components in accordance with ITT Clause 92 above will be solely for the purpose of facilitating the comparison of tenders by the purchaser and will not in any way limit the purchasers right to contract on any of the terms office.
- 9.4 Price quoted by the tenderer shall be fixed during the tenderers performance of the contract and not subject to variation on any account, the tenders submitted with an adjustable price quotation will be treated as non responsive and rejected pursuant to ITT clause 22

**10. Tender Currency**

- 10.1 Prices shall be quoted in Indian Rupees

**11. Documents Establishing Tenderers Eligibility and Qualifications**

- 11.1 Pursuant to ITT Clause 7, the tenderer shall furnish as part of its tender documents establishing the tenderers eligibility to tender and its qualification to perform the contract if its tender is accepted.
- 1.2 The documentary evidence of the Tenderer's qualifications to perform the contract if its tender is accepted, shall establish to the purchaser's satisfaction  
That in the case of a Tenderer offering to supply goods under the contract, which the Tenderer did not manufacture or otherwise produce the Tenderer has been duly authorized (As per authorization form in section XI) by the goods manufacturer or producer to supply the goods in India. (The item or items for which manufacturer's authorization is required should be specified)  
NOTE: Supplies for any particular item in each schedule of the tender should be from one manufacture 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

**Signature of Tenderer**

- b. That the Tenderer has the financial, technical and production capability necessary to

perform the contract and meets the criteria outlined in the qualifications 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 tender on equipment 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 IX)

**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.,
  - c. An item by item commentary on the purchaser's Technical Specifications demonstrating substantial responsive of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications
- 12.3 For purposes of the commentary to be furnished pursuant to ITT Clause 12.2 (c) above, the tenderer shall note that standards for workmanship, material and equipment and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names and or catalogue numbers in its tender, provided that it demonstrates to the purchasers satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications

**13. Earnest Money Deposit**

- 13.1 The Earnest Money Deposit as mentioned in Annexure - A of Technical Bid and Tender Processing Fee through any of the following online modes of e-Payment as mentioned in e-Procurement portal.
  - i. Credit Card
  - ii. Direct Debit (Axis Bank Account holders)
  - iii. National Electronic Fund Transfer (NEFT) / Real Time Gross Settlement (RTGS)
  - iv. Over-the-Counter (OTC) remittance at Axis Bank designated branches

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

**Signature of Tenderer**

- 13.2 The Earnest Money Deposit is required to protect the purchaser against the risk of Tenderers conduct which would warrant the Security forfeiture, pursuant to ITT Clause 13.7
- 13.3 The Earnest Money Deposit shall be denominated in Indian Rupees and shall:
- a. Be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITT Clause 13.7 are invoked
  - b. Be submitted in its original form; copies will not be accepted; and
  - c. Remain valid for a period of 45 days beyond the original validity period of tenders or beyond any period of extension subsequently requested under ITT Clause 14.2
- 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 14.2
- 13.5 Unsuccessful Tenderer's Earnest Money Deposit will be discharged / returned as promptly as possible but not later than 30 Days after the expiration of the period of tender validity prescribed by the purchaser, pursuant to ITT Clause 14.
- 13.6 The successful tenderers Earnest Money Deposit will be discharged upon the Tenderer signing the contract, pursuant to ITT Clause 30 and furnishing the Performance Security pursuant to ITT Clause 31.
- 13.7 The tender security may be forfeited:
- a. If a Tenderer (i) Withdraws its tender during the period of tender validity specified by the tenderer on the Tender form; or (ii) Does not accept the correction of errors pursuant to ITT Clause 22.2; or
  - b. In case of a successful Tenderer, if the Tenderer fails:
    - (i) To sign the contract in accordance with ITT Clause 30; or
    - (ii) To furnish performance security in accordance with ITT Clause 31

**14. Period of validity of Tenders**

- 14.1 Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the Purchaser pursuant to ITT Clause 17. A tender valid for a shorter period shall be rejected by the Purchaser as non responsive
- 14.2 In exceptional circumstances, the purchaser may solicit the Tenders consent to an extension of the period of validity. The request and the responses there to shall be made in writing (or by cable or telex or fax). The Earnest Money Deposit provided under ITT Clause 13 shall also be suitably extended. A tenderer granting the request will not be required not permitted to modify it tender.

**15. Format and Signing of Tender**

Not Applicable

**D. Submission of Tenders**

16. The Technical Tender Part-I & Commercial Tender Part - II duly completed along - with prescribed EMD shall upload in E-procurement Portal

**17. Deadline for submission of Tenders**

- 17.1 Tenders must be uploaded by the supplier as per the time and date specified in the Invitation for Tenders (Section I).
- 17.2 The purchaser may, at is discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITT Clause 5, in which case all rights and obligations of the purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

**18. Late Tenders**

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

**19. Modification and withdrawal of Tenders**

- 19.1 The tenderer may modify or withdraw its tender after the tenders 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 alter 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 Tenders 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 Part-I Technical Tender shall be opened on the date/ time and venue specified in the presence of the tenderers or their authorized representative who opt to be present during the opening. The Tenderers representatives who are present at the time of opening of tenders shall sign the Register evidencing their attendance.
- 20.2 Part-I Technical Tender, wherein, the pre-qualification, based on various factors such as mentioned in Annexure-A and eligibility of the tenderer will be evaluated, considered and decided prior to opening and consideration of COMMERCIAL TENDER PART - II OF THE TENDER. The PART\_II COMMERCIAL TENDER of the tenderers who do not satisfy any/ all the terms and conditions specifically so mentioned under part-I Technical tender shall not be considered eligible and shall not be opened.
- 20.3 PART\_II commercial Bid, 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 the contract for the route tendered on the basis of the rates quoted / finalized.

- 20.4 The names of tenderers presence or absence or requisite EMD and such other details as the DAMUL at its discretion may consider appropriate shall be announced during the opening of tenders.

**21. Clarification of Tenders**

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

**22. Preliminary Examination**

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

**Signature of Tenderer**

- 22.1 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 documents.
- 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 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 tender.
- 22.4 Prior to the detailed evaluation, pursuant to ITT Clause 23, the purchaser will determine the substantial responsiveness of each tender documents. For purposes of these clauses, a substantially responsive tender is one which confirms 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 is not included in the tender. However, as stated in ITT Clause 9, Tenderers are allowed the option to tender for any one or more schedules and to offer discounts for combined schedules. These discounts will be taken into account in the evaluation of the tenders so as to determine the tender or combination of tenders offering the lowest evaluated cost for the Purchaser in deciding award(s) for each schedule.
- 23.2 The Purchaser's evaluation of a tender will exclude and not take into account;
- a) Any allowance for price adjustment during the period of execution of the contract, if provided in the tender.
- 23.3 The Purchaser's evaluation of a tender will take into account, in addition to the tender price (Ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the furnished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITT Clause 23.4 and in the Technical Specifications.
- a. Cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;
  - b. Delivery schedule offered in the tender;

**Signature of Tenderer**

- 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 performance of productivity of the equipment offered
- 23.4 Pursuant to ITT Clause 23.3, one or more of the following evaluation methods will be applied;
- a. Inland Transportation, Insurance and Incidentals;
  - (i) Inland transportation, insurance and other incidentals for delivery of goods to the final destination as stated in ITT Clause 9.2 (iii). The above costs will be added to the tender price.
  - b. **Delivery Schedule;**
    - (i) The Purchaser requires that the goods under Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the project site should be calculated for each tender after allowing for reasonable transportation time. Treating the date as per schedule of requirements as base, a delivery “adjustment” will be calculated for other tenders at 2% of the ex-factory price including excise duty for each month of delay beyond the base and this will be added to the tender price for evaluation. No credit will be given to earlier deliveries and tenders offering delivery beyond 3 months of stipulated delivery period will be treated as unresponsive.
  - c. **Deviation in Payment Schedule;**

The Special Conditions of Contract stipulate the payment schedule offered by the Purchaser. If a tender deviates from the schedule and, if such deviation is considered Acceptable to the Purchaser, the tender will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the tender as compared to those stipulated in this invitation, at a rate of 4 percent per annum.
  - d. **Cost of Spare Parts;**
    - (i) Appendix to the Technical Specifications lists the items and quantities of major assemblies, components and selected items of spare parts, likely to be required during the initial 03 years period of operation of the plant. The total cost of these items and quantities at the unit prices quoted in each bid will be added to the tender price.

OR
    - (ii) The Purchaser will draw up a list of high usage and high value items of components and spare parts along with estimated quantities of usages in the initial 03 years period of operation. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Tender and added to the tender price.

OR
    - (iii) The Purchaser will estimate the cost of spare parts usage in the initial 03 Years period of operation, based on information furnished by each tenderer as well as on past experience of the Purchaser or other Purchasers in similar situations. Such cost shall be added to the tender price for evaluation.

OR
  - e. **Spare Parts and After Sales Service Facilities in India;**

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

**Signature of Tenderer**



f. **Operating and Maintenance Costs;**

Since the operating and maintenance costs of the equipment under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated as follows;

- i. Fuel costs shall be based on ..... kms/ hours of operation per year for..... years at a fuel price of Rs.....
- ii. spare parts costs shall be based on ..... kms/ hours of operation based on the guaranteed figures provided by the Tenderer in response to ..... of the Technical Specifications or based on past actual figures for similar equipment already in use with the Purchaser, and
- iii. all future costs will be discounted to present value at a discount factor of 10 percent.

g. **Performance and Productivity of the Equipment;**

- (i) Tenderers shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in performance or efficiency below the norm of 100, an adjustment of Rs..... will be added to the tender price, representing the capitalized cost of additional operating costs over the life of the plant using the methodology specified in the Technical Specifications OR
- (ii) Goods offered shall have a minimum productivity specified under the relevant provisions in Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid and adjustment will be added to the tender price using the methodology specified in the Technical Specifications.

**24. Contacting the Purchaser**

- 24.1 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.

**E. Award of Contract**

**25 Post qualification:**

- 25.1 In the absence of pre-qualification, 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 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 prerequisite for award of the Contract to the Tenderer-A negative determination will result in rejection of the Tenderer's, in which event the Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

**26. Award Criteria**

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

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

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

Signature      of

Tenderer

**28. Purchaser's Right to Accept any Tender and to Reject Any or All Tenders**

- 28.1 The Purchaser reserves the right to have more than one supplier wherever it feels necessary.
- 28.2 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.
- 28.3 **Dharwad Co-Op Milk Union Ltd.**, 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.

**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 the 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- Dharwad Co-Op Milk Union**. The **MD-Dharwad Co-Op Milk Union** will promptly respond in writing to the unsuccessful Tenderer.

**30. Signing of Contract**

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

**31. Performance Security**

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

**signature of Tenderer**

**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 award of the provision stated in sub-clause 4.4 and sub clause 23.1 of the general Conditions of Contract.

**Signature of Tenderer**

### SECTION III; GENERAL CONDITIONS OF CONTRACT

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

### **General Conditions of Contract**

#### **1. Definitions**

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

- a) “ The Contract “ means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein:
- b) “ The Contract Price “ means the price payable to the Supplier under the Contract for full and proper performance of its contractual obligations:
- c) “ The Goods” means all the equipment, machinery, and /or other materials which the Supplier is required to supply to the Purchaser under the Contract:
- d) “Services” means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract:
- e) “GCC” means the General Conditions of Contract contained in this section.
- f) “SCC” means the Special Conditions of Contract
- g) “The Purchaser” means the organization purchasing the Goods, as name in SCC.
- h) The Purchaser’s country” is the country named in SCC
- i) “ The Supplier” means the individual or firm supplying the Goods and Services under this Contract.
- j) “ The Government “ means the Government of Karnataka State.
- k) “ The Project Site “ where applicable, means the place or places named in SCC.
- l) “Day” means calendar day.

#### **2. Application**

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

#### **3. Standards**

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

#### **4 Use of Contract Documents and information: Inspection and Audit by the Government**

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

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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 60 days after the date of completion of performance obligations including Warranty obligations. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected/ replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the initial Warranty period.
- 6.2 The proceeds of the performance security shall be payable to the Purchaser as

compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

- 6.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms.
- a) A Bank guarantee or irrevocable Letter of Credit, issued by a Nationalized/Scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser; or
  - b) A cashier's check or Banker's certified check, or crossed demand draft or pay order drawn in favour of the Purchaser.
- 6.4 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations including any Warranty obligations, under the Contract.
- 6.5 In the event of any contract amendment, the Supplier shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including Warranty obligations.

**7. Inspections and Tests**

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

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- 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**
- 7.61 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.
- 7.62 The manuals and drawings shall be in the ruling language (English) and in such form and numbers as started in the contract.
- 7.63 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 adored by the Purchaser.
- 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.

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## **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 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
  - 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.

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- 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 15 days and with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period of 12 months.
- 14.5 If the Supplier, having been notified, fails to remedy the defect(s) within 30 Days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**15. Payment**

- 15.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SC.
- 15.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the contract.
- 15.3 Payments shall be made promptly by the Purchaser but in no case later than sixty (60) - days after submission of the invoice or claim by the Supplier.
- 15.4 Payment shall be made in Indian Rupees.

**16. Prices**

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

**17. Change Orders**

- 17.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following.
- a) Drawing, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser

**Signature of Tenderer**

The method of shipping or packing;

- b)
- c) The place of delivery; and/or
- d) The Services to be provided by the Supplier
- 17.2 If any such charge cause 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 days (30) from the date of the Supplier's receipt of the Purchaser's change order.

**18. Contract Amendments**

- 18.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract

shall be made except by written amendment signed by the parties.

**19. Assignment**

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

**20. Subcontracts**

- 20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in his original tender or later, shall not relieve the Supplier from any liability or obligation under the Contract. Subcontracts shall be only for bought out items and sub-assembly; as
- 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 encounter conditions impeding timely delivery of the Goods and 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 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, **a sum equivalent to 0.5 % of the delivered price** of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a **maximum deduction of 10% of the Contract Price**. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 23.

**Signature of Tenderer**

### **Termination of default**

#### **23.**

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

- 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 include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### **25. Termination of 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.

## **Signature of Tenderer**

### **Termination for Convenience**

#### **26.**

- 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 process. For the remaining Goods, the Purchaser may elect;
- a) To have any portion completed and delivered at the Contract terms and prices; and /or
  - b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

#### **27. Settlement of Disputes**

- 27.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 27.2 If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other part of its intention to commence arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- 27.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.3 Not with standing 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 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 shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**30. Applicable Law**

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

**Signature of Tenderer**

**Notices**

**31.**

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

**32. Taxes and Duties**

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

**Signature of Tenderer**





## SECTION IV: SPECIAL CONDITIONS OF CONTRACT

### TABLE OF CLAUSES

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**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, Dharwad Co-Operative Milk Producers’ Societies Union Ltd., Dharwad. ”
- (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 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)**

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

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

- 5.1** On Delivery: Payment shall be made on receipt of goods and upon submission of the documents specified in SCC Clause and As specified under respective specification

## Signature of tenderer

### **NOTE:**

- i) Where payments are to be effected through Letter of Credit (LC), the same shall be subject to the latest Uniform Customs and Practice for Documentary Credit, of the International Chamber of Commerce:
- ii) The LC will be confirmed at Supplier's cost if requested specifically by the Supplier,
- iii) If LC is required to be extended/ reinstated for reasons not attributable to the Purchaser, the charges there of shall be to the Supplier's account.

### **6. Settlement of Disputes (GCC 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 Dharwad 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 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

Dharwad Co-Op Milk Union Limited.

Lakkammanahalli, Industrial Area, Dharwad-580 004

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;

- 05 Quantity offered for inspection and date;
  - 05 Quantity accepted/ rejected by inspecting agency and date;
  - 05 Quantity dispatched/ delivered to consignees and ate;
  - 05 Quantity where incidental services have been satisfactorily completed with date;
  - 05 Quantity where rectification/ repair/ replacement effected/ completed on receipt of any communication from consignee/ Purchaser with date;
  - 05 Date of completion of entire Contract including incidental services, if any; and
  - 05 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 Purchase shall have the right to continue to operate or use such equipment until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

**10. Supplier Integrity;**

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

**11. Supplier's Obligations**

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

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

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

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

**12. Patent Rights:**

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

**Signature of Tenderer**

**SPECIAL CONDITIONS OF CONTRACT TO MEET  
SPECIFIC REQUIREMENTS OF DHARWAD CO-OP MILK UNION LTD.,**

**1. Validity of contract & extension of contract:**

- 1.1 The validity of contract shall be for a period of one year.
- 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 Annual Rate Contract.
- 1.3 DAMUL reserves the right to extend the contract for a period of 90-120 days from the date of expiry of contract, for such extension the Annual Rate Contract price, terms and conditions shall remain unaltered.
- 1.4 DAMUL reserves the right for premature termination of all or any of the rate contract & call for fresh tender without thereby incurring any liability to the affected contractor of any obligation to inform the affected contractor on the grounds of DAMUL action.

**2. Forfeiture of Performance Security/Security Deposit:**

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

- 2.1 the contractor's failure to perform contract as specified;
- 2.2 The termination of contract by DAMUL for non performance of contract;
- 2.3 Towards recovery of liquidated damages assessed against the contractor;
- 2.4 After award of contract, during inspection, if the contractor is proved not having the infrastructure as declared in Technical Tender Part-I to produce & supply the quality packing material/consumable/equipments the same shall be treated as Breach of contract by the Contractor. The contract shall be liable for cancellation with penalty not less than Performance security/Security Deposit specified for particular material.

**3. Signing of Agreement / Contract Form:**

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

**4. Contract Price:**

- 4.1 The contract price means the finalised price, payable to the contractor/supplier under the contract for supplies and also for the full & proper performance of the contractual obligations.
- 4.2 The contract price shall remain constant for the period of contract unless the item is categorized under 'VARIABLE PRICE BASIS'
- 4.3 On any other account increase/decrease in price will not be allowed during the contract period.

**5. Transfer of Contract:**

- 5.1 The contract is not transferable on any account whatsoever.
- 5.2 Any request for transfer of contract shall be treated, as non-performance or breach of contract and the EMD or SD, as the case may be, shall be liable for forfeiture.

**Signature of Tenderer**

**6.**

**Taxes and Duties:**

- 6.1 The price finalized for contract shall be NETT, FOR destination basis, i.e. inclusive of Excise Duty, P&F Charges, Taxes at the rate ruling as on the date of finalization/award of contract.
- 6.2 There after 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 as per Government Notification.
- 6.3 Any claim of contractor/supplier for version in respect of Cess, Surcharge on Duty, Taxes & VAT should be supported by relevant Govt. notification/s order.

**7. Guarantee on quality of goods:**

- 7.1 The supplier shall have to guarantee the quality of goods supplied, strictly as per specification of contract/purchase orders.
- 7.2 If the material supplied is found not as per contract/purchase order specification, the material

shall be liable for rejection. On intimation from the DAMUL, the contractor shall have to arrange replacement material as per specification. If the supplier delays/fails to make arrangement to replace the goods, DAMUL may make arrangement on this alternative arrangement shall be debited to the account of supplier under contract.

- 7.3 If supplier fails to make good this loss, the same shall be recoverable from the pending bills or security deposit.
- 7.4 The Contractor shall not indulge in supplying the rejected/returned materials. If the contractor is found indulging such practice the Annual Rate Contract shall be liable for cancellation, forfeiture of security deposit and black listing of firm.

**8. Indemnity:**

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

**Signature of the Tenderer**

**SECTION VII: QUALIFICATION CRITERIA**

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

- 1. (a) The tenderer should be a Manufacturere 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) Tenders of tenderers quoting as authorized representative of a manufacturer, meeting with the above requirement in full, can also be considered provided:

(i) The Manufacturer furnishes authorization in the prescribed format assuring full guarantee and warranty obligations as per GCC and SCC; and

2. The tenderer should furnish the information on all past supplies and satisfactory performance for both (a) and (b) above, in proforma under Section XII.

3. The tenderer who have participated/supplied materials in our earlier tenders in any one of the last three years and if the rejection rate of materials exceeded 10% of the quantity supplied such Tenderers tender shall be liable for rejection.

#### **SIGNATURE OF TENDERER**

#### **SECTION VIII: TENDER FORM**

Date: .....

IFT No.....

To: (Name and address of purchaser)

Gentlemen and/or Ladies:

Having examined the Tender Documents including Addenda No's .....(insert numbers)  
the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and delivery  
for .....  
(Description of Goods and Services) in conformity with the said tender documents for the  
sum of.....

(Total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices 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..... 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.....20.....

(Signature)

(in the capacity of)

Duly authorized to sign Tender for and on behalf of:

**SIGNATURE OF TENDERER**

### **SECTION IX : CONTRACT FORM**

This Agreement made the .....day of.....2012. 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) (herein after called " the Supplier") of the other part;

WHERE AS 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 WITNESSTH 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:

**SIGNATURE OF TENDERER**

**DELIVERY SCHEDULE:**

IN WITNESS where of the parties here to 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 X: PERFORMANCE SECURITY BANK GUARANTEE FORM**

TO:.....(Name of Purchaser)

WHEREAS..... (Name of Supplier)

Herein after called "the Supplier" has undertaken, in pursuance of Contract No.....dated.....20..... To supply..... (Description of Goods and Services) herein after called "the Contract"

AND WHEREAS it has been stipulated by you in 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 WHERE AS we have agreed to give the Supplier a Guarantee;

THERE FORE 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 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 XI: MANUFACTURERS AUTHORIZATION FORM**

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

To

No.....dated

Dear Sir,

IFT No.

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

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

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

**Yours faithfully,**

**(Name)**

**(Name of manufacturers)**

Note: This letter of authority should be on the letterhead 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.

Modify this format suitably in case where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited.

**SIGNATURE OF TENDERER**

## **SECTION XII**

(Please see Clause 11.2 (B) of the Instructions to Tenders)

### **Proforma for Performance statement for the last Three/ Five Years**

IFT No. : -----

Date of opening : -----

Time----- Hours

Name of the Firm

<b>Order placed by (Full address of purchaser)</b>	<b>Order No. &amp; Date</b>	<b>Description &amp; Quantity of Goods Ordered</b>	<b>Value of Order</b>	<b>Remarks Indicating Reasons for Late Delivery, IF any</b>	<b>Has the goods/ equipment been satisfactorily Functioning (Attach a Certificate from the Purchaser)</b>

**SIGNATURE OF THE TENDERER**