

**ಧಾರವಾಡ, ಹಾವೇರಿ, ಗದಗ ಮತ್ತು ಉತ್ತರಕನ್ನಡ ಜಿಲ್ಲಾ ಸಹಕಾರಿ ಹಾಲು ಉತ್ಪಾದಕರ ಸಂಘಗಳ ಒಕ್ಕೂಟ
ನಿಯಮಿತ**

ಲಕ್ಷ್ಮನಹಳ್ಳಿ, ಕೈಗಾರಿಕಾ ಪ್ರದೇಶ, ವಿದ್ಯಾಗಿರಿ ಅಂಚೆ, ಧಾರವಾಡ-580 004
ದೂರವಾಣಿ:-2467603/2468380 dharwarnin@gmail.com ಫ್ಯಾಕ್ಸ್:0836-2468268

ಸಂಖ್ಯೆ:-DMU/STORE/SCRAP/2016/4206

ದಿ:-05-02-2016

KMF/2015-16/AUCTION81

ಅನುಪಯುಕ್ತ ವಸ್ತುಗಳ ಟೆಂಡರ್/ಹರಾಜು ಪ್ರಕಟಣೆ
(ಇ-ಪ್ರೊಕ್ಯೂರ್‌ಮೆಂಟ್ ಮೂಲಕ)

ಧಾರವಾಡ, ಹಾವೇರಿ, ಗದಗ ಮತ್ತು ಉತ್ತರಕನ್ನಡ ಜಿಲ್ಲಾ ಸಹಕಾರಿ ಹಾಲು ಒಕ್ಕೂಟ ನಿಯಮಿತ., ಧಾರವಾಡವು (ಧಾಹಾಬ) ಈ ಕೆಳಕಂಡ ಅನುಪಯುಕ್ತ ವಸ್ತುಗಳನ್ನು “ಎಲ್ಲಿವೆಯೋ, ಹೇಗಿವೆಯೋ ಇದ್ದ ಸ್ಥಿತಿಯಲ್ಲಿ” ಮಾರಾಟ ಮಾಡಲು ಅರ್ಹ ಟೆಂಡರದಾರರು/ಹರಾಜುದಾರರು ಭಾಗವಹಿಸುವಂತೆ ಟೆಂಡರ್/ಹರಾಜನ್ನು ಆಹ್ವಾನಿಸಲಾಗಿರುತ್ತದೆ.

A) **Ambassador Car-Modle-2009** – 1) KA25 P 2056-1 No, 2) KA25 P 2057-1 No

B) **On Annual Rate Contract Items** –3) Used & Old Pouch Film – 15 MT

C) **On One time Disposal Items**– 4) M S Scrap-20 MT, 5) Used & Broken Pouch

Crates-2000Kgs, 6) Empty Old Plastic Carboys -300 Nos

ಆಸಕ್ತಿಯುಳ್ಳ ಟೆಂಡರ್/ಹರಾಜುದಾರರು ಟೆಂಡರ್/ಹರಾಜು ಪ್ರಕ್ರಿಯೆಯ ಶುಲ್ಕ (ಮರು ಪಾವತಿಯಾಗದ) ಮತ್ತು ಗಳಿಕೆ ರೇವಣಿ ಮೊತ್ತನ್ನು ಇ-ಪೋರ್ಟಲ್ ನಿಯಮದಂತೆ ಟೆಂಡರ್/ಹರಾಜಿನ ಕರಾರು ಮತ್ತು ಷರತ್ತುಗಳಲ್ಲಿ ತಿಳಿಸಿದ ಯಾವುದಾದರೂ ಒಂದು ಮೂಲದಿಂದ ಪಾವತಿಸುವುದಾಗಿದೆ. ಹೆಚ್ಚಿನ ವಿವರಗಳಾದ ಅನುಪಯುಕ್ತ ವಸ್ತುಗಳ ಅಂದಾಜು ಪ್ರಮಾಣ, ಗಳಿಕೆ ರೇವಣಿ ಮೊತ್ತ, ನೀಡಬೇಕಾದ ದರ ಮತ್ತು ಕರಾರು ಮತ್ತು ಷರತ್ತುಗಳಿಗಾಗಿ ವೆಬ್‌ಸೈಟ್ <http://eproc.karnataka.gov.in> ನಲ್ಲಿ ಲಾಗ್‌ಇನ್ ಆಗಿ ಅಥವಾ ಸಹಾಯವಾಣಿ ಸಂಖ್ಯೆ:- 080-25501216 / 080-25501227 ರ ಮೂಲಕ ಸಂಪರ್ಕಿಸಿ ಟೆಂಡರ್ ದಾಖಲಾತಿಗಳನ್ನು ಡೌನ್‌ಲೋಡ್ ಮಾಡಿಕೊಳ್ಳಬಹುದಾಗಿದೆ.

ಇ-ಟೆಂಡರ್/ಹರಾಜು ಅವಧಿ	ಹರಾಜು	ಟೆಂಡರು
ಮಾರಾಟ ವಸ್ತುಗಳ ಪರೀಕ್ಷಣಾ ದಿನಾಂಕ (ಕಚೇರಿ ಕೆಲಸದ ಎಲ್ಲಾ ದಿನಗಳಲ್ಲಿ)	ದಿ:-06-02-2016 ರಿಂದ (ಬೆಳಿಗ್ಗೆ 10.00 ರಿಂದ ಸಾಯಂಕಾಲ 4.00 ರವರೆಗೆ)	ದಿ:-05-03-2016
ಟೆಂಡರ್ ಸಲ್ಲಿಸುವ ಕೊನೆಯ ದಿನಾಂಕ	---	ದಿ:-08-03-2016 ಸಾಯಂಕಾಲ 4 ರವರೆಗೆ
ಹರಾಜಿನಲ್ಲಿ ಭಾಗವಹಿಸಲು ಇಚ್ಛಿಸಿ ದೃಢಪಡಿಸುವ ದಿನಾಂಕ & ವೇಳೆ	ದಿ:-08-03-2016 ಸಾಯಂಕಾಲ 4.30 ರವರೆಗೆ	---
ಹರಾಜು ಮೌಲ್ಯಮಾಪನ (Evaluation) ದ ದಿನಾಂಕ & ವೇಳೆ	ದಿ:-10-03-2016 ಬೆಳಿಗ್ಗೆ 11.00 ಕ್ಕೆ	---
ಲೈವ್ ಹರಾಜು ದರ ಸಲ್ಲಿಸಲು ದಿನಾಂಕ ಮತ್ತು ವೇಳೆ	ದಿ:-11-03-2016, (ಬೆಳಿಗ್ಗೆ 10 ರಿಂದ ಸಾಯಂಕಾಲ 5.00 ರವರೆಗೆ)	---
ಟೆಂಡರ್ ತೆರೆಯುವ ದಿನಾಂಕ	---	ದಿ:-14-03-2016, ಬೆಳಿಗ್ಗೆ 11 ಕ್ಕೆ

ಕಾರ್ಯನಿರ್ವಾಹಕ ನಿರ್ದೇಶಕರು

CHECK LIST

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

1.	Whether the prescribed EMD is submitted to e-portal ?	Yes : No.
2.	Whether details of Tenderer /Auctioner Bio-data uploaded?	Yes : No.
3	Whether TIN Certificate is uploaded?	Yes : No.
4.	Whether PAN copy is uploaded?	Yes : No.
5.	Whether the DECLARATION is uploaded?	Yes : No.
6.	Whether Uploaded the ANNEXURE for Participated Items	Yes : No.
6.	Whether Price Quote is uploaded for each items separately filled up in figures and words?	Yes : No.

SIGNATURE OF THE TENDERER

PRICE QUOTE-1

To,
The Managing Director
Dharwad,Haveri,Gadag & Uttarakannda District Co-Op Milk Union Ltd., (DMU)
Dharwad

Sir,

Sub:- Disposal of Old Ambassador Car at DMU premises reg.,

I/we hereby confirm that, I/We have studied the contents of the tender documents and have understood the Tender-Cum-Auction terms & condition. I/We herewith submit my/our offer taking into consideration of all instructions, terms & conditions of the Tender-Cum-Auction. I/We also hereby agree that the decision of Managing Director Dharwad,Haveri,Gadag & Uttarakannda District Co-Op Milk Union Ltd.,Dharwad(DMU) shall be final in any dispute arising with regard to the terms & condition of this Tender-Cum-Auction.

ON ONE TIME DISPOSAL BASIS

SL NO	DESCRIPTION OF MATERIALS	QTY.	UNIT OF SALE	PRICE/UNIT (EXCLUSIVE OF TAX)	
				(IN FIGURES)	(IN WORDS)
1	Ambassador Car- Modle-2009- No.KA25 P 2056	1 No	Each		

NAME & SIGNATURE OF TENDERER

PRICE QUOTE-2

To,
The Managing Director
Dharwad,Haveri,Gadag & Uttarakannada District Co-Op Milk Union Ltd., (DMU)
Dharwad

Sir,

Sub:- Disposal of Old Ambassador Car at DMU premises reg.,

I/we hereby confirm that, I/We have studied the contents of the tender documents and have understood the Tender-Cum-Auction terms & condition. I/We herewith submit my/our offer taking into consideration of all instructions, terms & conditions of the Tender-Cum-Auction. I/We also hereby agree that the decision of Managing Director Dharwad,Haveri,Gadag & Uttarakannada District Co-Op Milk Union Ltd.,Dharwad(DMU) shall be final in any dispute arising with regard to the terms & condition of this Tender-Cum-Auction.

ON ONE TIME DISPOSAL BASIS

SL NO	DESCRIPTION OF MATERIALS	QTY.	UNIT OF SALE	PRICE/UNIT (EXCLUSIVE OF TAX)	
				(IN FIGURES)	(IN WORDS)
1	Ambassador Car- Modle-2009- No.KA25 P 2057	1 No	Each		

NAME & SIGNATURE OF TENDERER

PRICE QUOTE-3

To,
The Managing Director
Dharwad,Haveri,Gadag & Uttarakannnda District Co-Op Milk Union Ltd., (DMU)
Dharwad

Sir,

Sub:- Disposal of scrap Materials at DMU premises reg.,

I/we hereby confirm that, I/We have studied the contents of the tender documents and have understood the Tender-Cum-Auction terms & condition. I/We herewith submit my/our offer taking into consideration of all instructions, terms & conditions of the Tender-Cum-Auction. I/We also hereby agree that the decision of Managing Director Dharwad,Haveri,Gadag & Uttarakannnda District Co-Op Milk Union Ltd.,Dharwad(DMU) shall be final in any dispute arising with regard to the terms & condition of this Tender-Cum-Auction.

ON ANNUAL RATE CONTRACT BASIS

SL NO	DESCRIPTION OF MATERIALS	APPROX. QTY.	UNIT OF SALE	PRICE/UNIT (EXCLUSIVE OF TAX)	
				(IN FIGURES)	(IN WORDS)
1	Used & Old Pouch Film	15 MT	PER MT		

NAME & SIGNATURE OF TENDERER

PRICE QUOTE-4

To,
The Managing Director
Dharwad,Haveri,Gadag & Uttarakannnda District Co-Op Milk Union Ltd. (DMU)
Dharwad

Sir,

Sub:- Disposal of scrap Materials at DMU premises reg.,

I/we hereby confirm that, I/We have studied the contents of the tender documents and have understood the Tender-Cum-Auction terms & condition. I/We herewith submit my/our offer taking into consideration of all instructions, terms & conditions of the Tender-Cum-Auction. I/We also hereby agree that the decision of Managing Director Dharwad,Haveri,Gadag & Uttarakannnda District Co-Op Milk Union Ltd.,Dharwad(DMU) shall be final in any dispute arising with regard to the terms & condition of this Tender-Cum-Auction.

ON ONE TIME DISPOSAL BASIS

SL NO	DESCRIPTION OF MATERIALS	APPROX. QTY.	UNIT OF SALE	PRICE/UNIT (EXCLUSIVE OF TAX)	
				(IN FIGURES)	(IN WORDS)
1	M.S. Scrap	20 MT	PER MT		

NAME & SIGNATURE OF TENDERER

PRICE QUOTE-5

To,
The Managing Director
Dharwad,Haveri,Gadag & Uttarakannda District Co-Op Milk Union Ltd., DMU)
Dharwad

Sir,

Sub:- Disposal of scrap Materials at DMU premises reg.,

I/we hereby confirm that, I/We have studied the contents of the tender documents and have understood the Tender-Cum-Auction terms & condition. I/We herewith submit my/our offer taking into consideration of all instructions, terms & conditions of the Tender-Cum-Auction. I/We also hereby agree that the decision of Managing Director Dharwad,Haveri,Gadag & Uttarakannda District Co-Op Milk Union Ltd.,Dharwad(DMU) shall be final in any dispute arising with regard to the terms & condition of this Tender-Cum-Auction.

ON ONE TIME DISPOSAL BASIS

SL NO	DESCRIPTION OF MATERIALS	APPROX. QTY.	UNIT OF SALE	PRICE/UNIT (EXCLUSIVE OF TAX)	
				(IN FIGURES)	(IN WORDS)
1	Used & Broken Pouch Crates	2000 Kgs	Per Kg		

NAME & SIGNATURE OF TENDERER

PRICE QUOTE –6

To,
The Managing Director
Dharwad,Haveri,Gadag & Uttarakannda District Co-Op Milk Union Ltd., DMU)
Dharwad

Sir,

Sub:- Disposal of scrap Materials at DMU premises reg.,

I/we hereby confirm that, I/We have studied the contents of the tender documents and have understood the Tender-Cum-Auction terms & condition. I/We herewith submit my/our offer taking into consideration of all instructions, terms & conditions of the Tender-Cum-Auction. I/We also hereby agree that the decision of Managing Director Dharwad,Haveri,Gadag & Uttarakannda District Co-Op Milk Union Ltd.,Dharwad(DMU) shall be final in any dispute arising with regard to the terms & condition of this Tender-Cum-Auction.

ON ONE TIME DISPOSABLE BASIS

SL NO	DESCRIPTION OF MATERIALS	APPROX. QTY.	UNIT OF SALE	PRICE/UNIT (EXCLUSIVE OF TAX)	
				(IN FIGURES)	(IN WORDS)
1	Empty Old Plastic Carboy	300 Nos	Each		

NAME & SIGNATURE OF TENDERER

TERMS AND CONDITIONS OF SCRAP ITEMS

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 holder)
- iii. National Electronic Fund Transfer (NEFT) / Real Time Gross Settlement (RTGS)
- iv. Over-the-Counter (OTC) remittance at Axis Bank designated branches.

1.0 ITEM AND QUANTITY

1.1 The quantities Indicated in the Annexure-1 are tentative and are liable to vary.

Dharwad,Haveri,Gadag & Uttarakannada District Co-Op Milk Union Ltd.,Dharwad shall not accept any responsibility for such variations. The scrap materials sale shall be on “**AS IS WHERE IS BASIS**”. The **Dharwad,Haveri,Gadag & Uttarakannada District Co-Op Milk Union Ltd.,Dharwad** shall not be responsible for the quantity/ quantity of the Items offered for sale through tender-cum-auction sale.

1.2 **Dharwad,Haveri,Gadag & Uttarakannada District Co-Op Milk Union Ltd.,Dharwad** reserves the right to delete any of the Items declared for tender cum tender-cum-auction sale in fully or partly, at the time of finalization of sale or during sale contract.

2.0 ELIGABLITY

The bidder bidding for hazardous items like oil, battery In nature must possess valid license certificate from the Karnataka state pollution control board for processing/recycling/dealing with such Items as per the provisions laid down

by the Department of Forest and Environment, Government of India, and a copy of the certificate shall be enclosed along with Tender. Bidders without the above license/certificate are not eligible to participate for the hazardous Items.

3.0 COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of his Tender to **Dharwad, Haveri, Gadag & Uttarakannada District Co-Op Milk Union Ltd., Dharwad** will in no case be responsible or liable for those costs, regardless of the conduct or outcome of tender-cum-auction

4.0 INSPECTION OF MATERIALS:

The materials meant for tender-cum-auction sale can be inspected during working days, prior to bid. Once a bid is tendered, it is deemed that, the bidding/Intending party has inspected the materials. Any claim in this regard after completion of bid will not be entertained.

5.0 CONTENTS OF BIDDING DOCUMENTS

5.1 Bidder is expected to examine carefully all Instruction, terms and condition contained in the bidding documents, before submitting the bid. Any Ignorance of the terms and conditions of bid on a later date or acceptance shall be at the risk and responsibility of the bidder

5.2 The bid shall be complete in all respects, without any erasers, overwriting; underwriting etc. the amount shall be indicated both in figures and words. In case of any discrepancy in terms of amount, the amount whichever is higher shall be taken into consideration.

6.0 FIXED RATES

The rate quoted In tender-cum-auction or negotiated by the bidder shall be final and not subjected to fluctuations on any account and any counter condition from bidder on this account shall be treated as non-responsive and the bid will be rejected.

7.0 VALIDITY

7.1 Bids submitted shall remain valid for acceptance for a period of 60 days from the date of opening of bids.

- 7.2 The validity of contract shall be for a period of one year as detailed in the notification for the respective items.
- 7.3 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.
- 7.4 **Dharwad,Haveri,Gadag & Uttarakannnda District Co-Op Milk Union Ltd.,Dharwad** 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/Biennial Rate Contract price, terms and conditions shall remain unaltered.

8.0 BID SECURITY OR EMD

- 8.1 The bidder shall furnish as part of the bid, a bid security / EMD as Indicated In ANNEXURE, against each Items.
- 8.2 The bid security of the successful bidder(s) shall be refunded after successful lifting of Items against full payment.
- 8.3 The **Dharwad,Haveri,Gadag & Uttarakannnda District Co-Op Milk Union Ltd.,Dharwad** will not pay any Interest on the bid security/ performance security furnished by the bidder.

9.0. PERFORMANCE SECURITY / SECURITY DEPOSIT:

The successful bidder shall pay the performance security as prescribed in the letter of acceptance. The EMD could be adjusted towards the security deposit. The security deposit shall be refunded only after successful lifting of the scrap materials

10.0 FORFEITURE OF BID SECURITY/ PERFORMANCE SECURITY

The following acts of omission/ commission of the bidder would lead to forfeiture of Performance security/ security deposit.

- Withdrawal of Bid during the Bid validity period
- Where the successful bidder falls to execute an agreement
- Premature termination of contract for non-performance or violation of any of the covenants.

- Towards adjustment of dues against penalty, and other losses to Dharwad Co-Op Milk Union Ltd.,
- In the event of any damage caused either to the property of Dharwad Co-Op Milk Union Ltd., or its personnel during the performance of the contract.

.Where the bidder falls to lift the entire quantity/lots offered in the tender.

11.0 THE FORMAT AND SIGNING OF BIDS:

As per e-procurement portal.

12.0 SEALING & MARKING OF BIDS:

As per e-procurement portal.

13.0 DEADLINE FOR SUBMISSION OF BIDS:

13.1 As per e-procurement portal.

13.2 **Dharwad,Haveri,Gadag & Uttarakannada District Co-Op Milk Union Ltd.,Dharwad** reserves the right to extend the due date for the submission of Tenders / Bids. In such an event the same will be communicated to all the concerned through e-procurement portal.

14.0 LATE BIDS:

Bid received beyond the date and time prescribed shall be rejected.

15.0 DETERMINATION OF RESPONSIVENESS:

15.1 On opening of bids after tender-cum-auction the bids shall be duly scrutinized by the competitive authority and determined its responsiveness.

15.2 The Tender is deemed to be responsive, If it is complete in all respects and in accordance with the guidelines specified the Bid documents.

15.3 Mere submission of Bids does not bind the **Dharwad,Haveri,Gadag & Uttarakannnda District Co-Op Milk Union Ltd.,Dharwad** for consideration. Any contravention/ deviation of the above or any of the covenants would lead to rejection of the Bid, and **Dharwad,Haveri,Gadag & Uttarakannnda District Co-Op Milk Union Ltd.,Dharwad** shall not be under any obligations for such rejections.

16.0 CONDUCT OF TENDER-CUM-AUCTION & BID/TENDER OPENING:

As per e-procurement portal.

17.0 NEGOTIATIONS:

As per e-procurement portal.

18.0 AWARD OF CONTRACT:

18.1 The **Dharwad,Haveri,Gadag & Uttarakannnda District Co-Op Milk Union Ltd.,Dharwad** , after evaluation of Auction/Tenders/Negotiated price would award the sale to the highest Bidder.

18.2 Dharwad,Haveri,Gadag & Uttarakannnda District Co-Op Milk Union Ltd.,Dharwad reserves the right to accept or reject any or all the offers or accept part of it.

19.0 PROOF OF ADDRESS OF BUSSINESS:

19.1 The Bidder shall produce proper proof of permanent address of his residence or the address of business.

19.2 Any correspondence pertaining to this tender cum auction sale shall be sent to the address submitted by the tenderer. **Dharwad Co-Op Milk Union Ltd.**, will not be responsible for non-delivery of documents by the tenderer

19.3 The Bidder shall produce photocopy of PANCARD & TIN otherwise Tender/Bid will be rejected.

20.0 TERMS AND CONDITION OF SALE:

Once the highest Auction/Tender/Negotiation price is accepted the sale order shall be issued. The Tenderer/Bidder shall arrange for lifting of the materials after fullfilling the formalities In payment of prescribed security deposit, performance guarantee sending full payment etc... Within the specified time

21.0 SUB CONTRACT:

The contractor is not permitted for sub letting the contract.

22.0 WEIGHMENT

The item sold on weighment basis shall be weighed at the **Dharwad,Haveri,Gadag & Uttarakannada District Co-Op Milk Union Ltd.,Dharwad** weigh Bridge or platform scale only depending on the quantity and the type of goods. All weighment shall be made in presence of store staff and security. The weight derived on either of the above scales be final and binding, payment has to be made for the weight so arrived.

23.0 TRANSPORTATION, LABOURERS, TOOLS& TACKLES:

The successful bidder shall arrange to lift the materials as ordered in his own vehicle. No departmental assistance shall be provided. Segregating/sorting etc.,. Of the scrap material offered for sale will not be allowed in the dairy premises.

24.0 PAYMENT/TAXES&DUTIES:

The payment shall be made as specified at accepted rates plus ED + Cess + VAT + Additional cess and any other statutory levies before lifting/taking delivery of the materials and it shall be in the form of cash/Demand draft only.

25.0 DELIVERY:

- 1) The items are said to be delivered only after the full payment is made.
- 2) An agreement to be executed in Rs.100/- non- judicial stamp paper before taking the deliver of the vehicle.
- 3) The Vehicles will be delivered to the successful bidder after completion & satisfaction with all legal formalities.

26.0 WORKING HOURS:

The contractor is permitted to take delivery of materials between 9.30 AM upto 4.00PM on all working days only.

27.0 PENALTY:

27.1 The successful Bidder shall have to lift the existing stock immediately.

- i) The existing stock to be lifted within 15 days of issuance of sale order.
- ii) The purchaser's failure to clear the entire stock shall be considered as breach of contract and liable for penal action as per tender terms and conditions.

27.2 If the purchaser fails to lift the entire quantity of materials sold in tender cum tender-cum-auction within the stipulated time schedule, penalty at 2% of the stock value of materials per week or part there of shall be levied till the clearance of the entire lot.

27.3 The Tenderer shall have to remit/ pay the penalty along with the cost of the materials to be lifted. Otherwise the said penalty amount shall be recovered from the security deposit.

28.0 BIDDER'S LIABILITY:

The successful Bidder shall be liable to:

- Deploy sufficient number of Labour
- Ensure safety of his own employees
- Ensure that child Labourers /mentally retarded labourers are not engaged
- Make good the losses caused to Dharwad Co-Op Milk Union Ltd., men and materials.
- Lift all the awarded materials within the stipulated time. Once the contract awarded, **Dharwad,Haveri,Gadag & Uttarakannda District Co-Op Milk Union Ltd.,Dharwad** will not be responsible for the loss or damages to the materials and it shall be at the sole risk and responsibility of the Purchaser/Bidder, Dharwad Co-Op Milk Union Ltd., shall entertain no claims for shortages/damages/omission or commission.
- Ensure that the materials shall be lifted in person. Such of the bidder/purchaser wish to lift the materials through their agents/representatives shall forward a power of attorney or an authorization letter to that effect. Under such circumstances, It shall be at the risk and responsibility of the buyer.

29.1 TERMINATION OF CONTRACT:

In the normal course of time the contract is liable for termination, once the agreement executed is performed in all its probability. However the contract is said to be terminated in the following events as well.

- If the bidder attempts to steal the dairy property or tries to take anything not covered under the contract un-authorized, or tries to connive with the **Dharwad,Haveri,Gadag & Uttarakannda District Co-Op Milk Union Ltd.,Dharwad** , personnel or attempts to bribe any of the **Dharwad,Haveri,Gadag & Uttarakannda District Co-Op Milk Union Ltd.,Dharwad** personnel
- With untoward Interest/ malafide Intention or found possessing in an un-authorized possession of the dairy property etc.

- Where the bidder tries to tarnish the Image of Mother Dairy or any of its officials either individually or in tandem with the **Dharwad,Haveri,Gadag & Uttarakannnda District Co-Op Milk Union Ltd.,Dharwad** personnel or with fellow Bidders during the currency of the agreement/contract obligation.
- Where the Bidder has failed to clear the materials as per the tentative schedule despite extension of reasonable time.
- Where the Bidder testifies about his insufficient sources to execute the contract obligations, or where the Bidder is declared as an insolvent, bankrupt or under the obligation of court Attachment.

30.0 FORFEITURE OF SECURITY DEPOSIT:

The security deposit shall be liable for forfeiture in case of

- Violation of terms and conditions of sale order.
- Towards liquidated damage caused by the Bidder or the authorized persons engaged by the Bidder to the property of **Dharwad,Haveri,Gadag & Uttarakannnda District Co-Op Milk Union Ltd.,Dharwad** while taking delivery of tender-cum-auction ed items.
- Due to failure to take delivery of the materials even after issue of final notice and towards the expenditure incurred in making alternative arrangements for its disposal
- Towards penalties imposed for the losses damages and ground rent etc.,
- In the event of failure to produce valid certificate from KSPCB Board while lifting hazardous items.

31.0 GENERAL:

Dharwad,Haveri,Gadag & Uttarakannnda District Co-Op Milk Union Ltd.,Dharwad reserves the right to add/delete any of the terms and conditions, without assigning any reason thereof.

32.0 ARBITRATION:

In the event of arbitration the decision of the Managing Director **Dharwad,Haveri,Gadag & Uttarakannnda District Co-Op Milk Union Ltd.,Dharwad** shall be final and binding.

33.0 JURISDICTIONAL LIMITS:

In the event of any litigation arising out of this contract, the jurisdictional limit shall be of civil court in Dharwad city only.

MANAGING DIRECTOR

ANNEXURE

Details of Scrap items & EMD amount

Sl No	Description	Approx. Quantity	Unit Rate	EMD Amount (In Rupees)	Participated Items (Y / N)
A)	Ambasodar Cars, Model – 2009				
	1) KA25 P 2056	1 No	Each	3,000-00	
	2) KA25 P 2057	1 No	Each	3,000-00	
B)	Scrap (On Annual Rate Contract Basis)				
	3) Used & Old Pouch Film	15 MT	Per MT	8,000-00	
C)	Scrap (On One Time Disposal)				
	4) M S Scrap	20 MT	Per MT	10,000-00	
	5) Used & Broken Pouch Crates	2000 Kgs	Per Kg	2,000-00	

	6) Empty Old Plastic Carboys	300 Nos	Each	500-00	
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Managing Director

Tenderer / Auctioner BIO- DATA

1.	Name and Address of the Firm. Telephone No. Fax 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.	<p>In case Partnership Firm</p> <p>a) Whether it has been registered.</p> <p>b) If registered, provide certified, extract from the Registrar of Firm.</p> <p>c) Name of all Partners.</p> <p>d) Details of Partnership deed. (Please enclose copy of the same)</p>	
5.	Year of Establishment of Firm.	
6.	Whether Service Tax Certificate is enclosed	
7.	TIN No.	
8	<p>1. Income Tax PAN Certificate No. & Date (Please enclose copy)</p> <p>2. Any other information you like to furnish</p>	
9	Whether VAT Certificate is enclosed	

DECLARATION

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

Place:

**Signature of Authorized Representative of the
Firm under proper seal.**

**Dharwad, Haveri, Gadag & Uttarkannada Dist. Co-Operative Milk Producers' Societies
Union Ltd., Dharwad**

DECLARATION

I/WE HERE BY DECLARE THAT I/WE HAVE READ ALL THE TENDER CONDITIONS AND THE DETAILS OF ANNEXURES ENCLOSED THERE OF HAVING FULLY UNDERSTOOD THE IMPLICATIONS THERE OF AND HAVE INSPECTED THE MATERIALS TO THE BEST OF MY/OUR SATISFACTION BEFORE PARTICIPATING IN TENDER SALE. I/WE ALSO DECLARE THAT WE SHALL ABIDE BY THE RULES AND REGULATIONS OF THE **DHARWAD, HAVERI, GADAG & UTTARKANNADA DIST.**

**CO-OP MILK UNION LDT.,
DHARWAD STIPULATED IN THE
TENDER BOOK. I/WE SHALL
MAINTAIN THE OFFICIAL DECORUM AND DISCIPLINE AT THE TIME OF TENDER
SALE**

TENDERER SIGNATURE

NAME& POSTAL ADDRESS

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PAN. NO.