

**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

IFT NO: DMU/PRODUCTION/PACKING/2016/1057

DATE: 17-06-2016

**E-TENDER NOTIFICATION**

Dharwad, Haveri, Gadag & Uttarakannada Dist. Co-Op Milk Union Ltd. Dharwad (DAMUL) invites e- tender from eligible contractor having **three years experience in** operation & maintenance of Mechanical type Milk and Curd/Lassi/ Butter Milk packing machines and packing of Milk in Government or Co-operative Milk Dairies on **TWO years (Biennial)** Contract. The Contractor must have valid labour Licence, separate PF & ESI code number.

The tender processing charges (non-refundable) and EMD of **Rs.100000-00** 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 080-23010900 / 23010901. 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 Tender   | 18.07.2016, 04.00 PM         |
| 2 | Date & Time for Opening of Technical Bid | 20.07.2016, 10.00 AM onwards |
| 3 | Date & Time for Opening of Financial Bid | 22.07.2016, 11.00 AM onwards |

**MANAGING DIRECTOR**

## TECHNICAL TENDER APPLICATION

From:  
M/s.

To,  
The Managing Director  
Dharwad, Haveri, Gadag & Uttarkannada  
Dist Co-Op Milk Union Ltd.,  
Lakkamanhalli, Indl.Area,  
DHARWAD – 560 004.

Sir,

Sub: Tender for Milk,Curd, Lassi,Butter Milk Packing Contract  
On Biennial Rate Contract basis reg.,

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Having examined the Technical and Commercial tender documents. The Technical tender consisting of Technical Pre-qualification and commercial Tender consisting Price quote. I\We hereby submit all the necessary documents and relevant information for the above mentioned tender.

The application is made by me\us on behalf of M/s..... duly authorized to submit this tender offer. Necessary evidence admissible in law in respect of authority assigned to me on behalf of the tendering firm is herewith attached.

I\we submit the documents herewith taking into consideration of all the instructions, terms and conditions in Technical tender.

I\we understand that the Managing Director, DMU Dharwad reserves the right to reject any tender \ offer without assigning any reasons there of.

I\we here agree to hold the tender\offer valid for acceptance for a period of 90 days from the date of opening of the technical tender.

Signature of the applicant and & Designation.  
**NAME: (IN BLOCK LETTERS)**

# **TERMS AND CONDITIONS OF BIENNIAL PIECE-RATE CONTRACT IN THE UNION**

- 1.0 E.M.D:-** 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 ICICI Bank designated branches.

## **Scope of work for Biennial Contract to pack Milk \Curd and Maintenance of Packing Machines:**

- 1) The Contractor shall have to pack different varieties of Milk as per the indent given by the Production Department within the scheduled time.
- 2) The Quantity of Milk, Curd, Lassi, Butter milk shall have to be packed approximately **1,20,000 ltrs to 1,50,000 ltrs per day.**
- 3) The entire packing of milk should be completed within 5.30 pm everyday irrespective of machine problem. Otherwise penalty of Rs.500-00 will be imposed for delayed period on every one hour, or part thereof beyond the specified period.
- 4) The Quantity / weight of milk packed should be within the range as prescribed by the department of weights and measures failing to which suitable penalty will be imposed.
- 5) There shall not be weight variation of the milk packed in sachets. Before drawing milk for packing the CONTRACTOR shall take the consent of quality control division that the milk meets the quality parameters. Proper record to this effect to be maintained. The CONTRACTOR shall ensure to check the quantity in sachets at frequent intervals and ensure to fill the specified quantity in each sachets.
- 6) The Contractor should maintain prescribed bag length for the sachet for 1Ltr, 500 ml, 200 ml packs as per KMF Specification which will be provided from time to time.

- 7) The CONTRACTOR is allowed to pack with a cushion of 0.5 % over & above the indented quantity in number of packets by the Marketing section. If the Contractor fails to this condition, Rs.1 shall be penalized per packet above 0.5% of the Market demand
- 8) The CONTRACTOR shall restrict percentage of machine of Milk sachets leakage to maximum of 0.5% and make every efforts to bring it down to a minimum machine leakage over and above 0.5 % is liable for penalty of Rs.1 per packet.
- 9) Film for packing in 200 ml, 500 ml, 1000ml shall be indented by the Shift Officer (production) on duty and the same shall be handedover to the Contractor against entries in the register.
- 10) In case of any market returns milk sachets due to Machine leakage (viz., Vertical / Horizontal Seal opening ) entire quantity of such leakage shall be deducted from the Contractors bill at the prevailing rate of milk varieties. Return milk shall be suitably verified by the representatives of Production / Q.C. and Marketing & Contractor.
- 11) Pouch filling machines installed at Product Dairy,Dharwad shall be maintained and operated by the CONTRACTOR.
- 12) The Contractor shall have to deploy the experienced operator to operate the Mechanical type packing machine & pack the required quantity of milk daily.
- 13) The Contractor shall have to provide required number of technicians and operators for each shift & shall be provided by I D Cards.
- 14) All operational consumables namely Teflon tape, Teflon cloth, backup rubber strips, heating elements, insulation tape etc,including all minor spare parts shall have to be provided by the CONTRACTOR at their cost.
- 15) The D.M.U. shall provide milk, electricity, water, Detergent, L.D.P.E. film and R.M.C. Packing machines for packing.
- 16) The log book shall be maintained for machine operation, film Received consumed & packets produced separately by the CONTRACTOR Such records shall be made available as and when required for verification.
- 17)Partly used film rolls shall be properly packed & to be stored. The cores should be handedover to the concerned co-ordinator/packing incharge on day today basis.

- 18) The film wastage should be within the prescribed limit of +/- 1.5%. If the film loss exceeds 1.5% the cost of excess film loss will be recovered from the Contractor. The film account should be given daily basis.
- 19) The CONTRACTOR shall keep the film storage place clean and ensure not to mix up spares or parts with grease as it imparts oil flavours to milk. Film rolls taken for weighment shall be placed on cartons to avoid dirt & dust sticking on to the rolls. Persons handling film rolls, shall be clean and shall ensure proper replacement of coding devices before beginning of the operation and ensure proper printing by proper maintaining of the coding machine & winding and Re-winding machine on everyday basis.
- 19)a) The Contractor shall ensure proper coding on the pouch film and shall also ensure coding on the film as per day today indent. Any excess coding on the the film rolls shall be re-used by Erasing and reprinting of the details on day today basis.
- b) All consumables required for printing and Erasing shall be arranged by Contractor.
- 20) The CONTRACTOR shall provide required number of skilled operators for smooth operation and maintenance of Pouch filling machines and also labour for washing of crates and stacking.
- 21) The log book shall be maintained for film Accounts & machine L.D.P.E. film account on day to day basis by the CONTRACTOR including yield / loss of film as per the format & the format will be provided by the DMU.
- 22) If on any occasion contractor fails to give required production of milk packets and DMU takes over production, the cost incurred for production & also losses incurred if any shall be recovered from the Contractor.
- 23) The CONTRACTOR shall have one representative of himself in the Dairy to keep liason with the DMU for day to today working under contract & within.
- 24) In case of default and unsatisfactory performance the contract shall be terminated by giving one month notice.

### **Other Terms and Conditions:-**

- 1) The CONTRACTOR shall keep a security deposit equal to 5% of the Contract Value for two years.

- 2) Duration of contract shall be for a period of **TWO YEARS** from the date of work order. However the management reserve the **right to extend** the contract for **further period of one year** on mutual consent.
- 3) The CONTRACTOR shall have to meet statutory requirement in respect of ESI PF, Labour Laws etc. and such other requirements enforced by statutory authorities from time to time.
- 4) Incase the D.M.U. accrues any losses arising on account of the act either by negligence or otherwise by workers of the CONTRACTOR, the same shall be recoverable from the Contractor.
- 5) The film received from the Stores shall be inspected for quality jointly by Shift Officer (Production) on Duty and Contractor. The packing schedule shall be adhered to as per plan situated at packing area daily.
- 6) Milk pipe lines should be dismantled & cleaned thoroughly and should be fitted once in a week.
- 7) The Contractor shall have to ensure cleanliness of Cold Room, packing machine, Milk storage items crate washer, & near by areas in packing section of packing activities every day.
- 8) The packed milk will be shifted to Cold Room by crate conveyor. Contractor shall ensure proper stacking of milk crates using appropriate labours inside the cold room. The Contractor shall ensure, cold room is closed condition always.
- 9) The Contractor shall have to cut open leaky packets and ensure safe collection of such milk in Alluminium Cans and to be handed over to Shift Officer (Production) on duty.
- 10) The Contractor shall ensure that no packed milk on the conveyor during the lunch hour, the same shall have to be shifted into Cold Room before leaving for lunch / dinner.
- 11) The packed milk duly counted shall be handed over to dispatcher/Security. If there is any dispatches of milk during production hour, the same shall be handed over to dispatcher/Security under intimation to Shift officer (Production) on duty.
- 12) The calculation of leaky packets and the quantity thereof shall be accounted only, after ascertaining for sound packets packed for market.

- 13) The contractor should ensure preparation of recipee for lassi & Butter Milk & inoculation % of curd culture for preparation of curd as per direction of Quality Control DHAMUL.
- 14) The Machinery maintenance, logbook to be submitted every month for passing bill.
- 15) One labour should be provided to each packing head to fill the sachets in crates.
- 16) After expiry of Contract the pouch filling machine should be handedover to In-charge Engineering in good conditions.
- 17) Any modifications, alterations to the machine required same has to be carriedout under intimation and consent from us.
- 18) In case of any ambiguity arising out of the interpretation of above terms and conditions the decision of the 'Managing Director' Dharwad Milk Union Ltd., shall be final and binding on the part of Contractor.
- 19) The **Managing Director, Dharwad Milk Union Ltd., Dharwad** reserve the right to accept or reject any or all Tenders without assigning any reason.
- 20) The Tenderer should furnish the information on all past services and satisfactory performance..

**Managing Director**

# INSTRUCTION TO TENDERERS

## A. Introduction

### **1. Eligibility of Tenders:**

- 1) The Tenderer must have the experience in operation and maintenance of the Mechanical Milk packing machines at least for three years either in Govt. or C-operative milk dairies.
- 2) The Tenderer must have experience of operating & maintenance of milk packing machines, minimum 10 machines at a place.
- 3) The Tenderer must have experience to pack minimum 2 lakhs liters milk perday.
- 4) The successful Tenderer should provide technically qualified ITI / Deploma persons for operating & maintenance of packing machines with ID Card.
- 5) The Tenderer must have valid labour license, Separate PF Code & ESI Code Number.
- 6) A retired\working KMF\Union Employee cannot participate in the tender.
- 7) The tenderer shall have to enclose minimum of 5-6 on line customers satisfactory performance certificate for having worked with them.
- 8) The Tenderer should have sufficient skilled & un skilled labour to take up the contract with ID Card.

### **2. Amendment of Tender Documents**

- 2.1 At any time prior to the deadline for submission of tenders, the Union 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.
- 2.2 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.
- 2.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Union, at its discretion, may extend the deadline for the submission of tenders.

## C. Preparation of Tenders

### **3. Language of Tender**

- 3.1 The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Union, 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.



#### **4. Tender Prices**

- 4.1 However, tenderers shall quote for the complete requirement of services specified under the schedule on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award.
- 4.2 The Tenderer's separation of the price components will be solely for the purpose of facilitating the comparison of tenders by the Union and will not in any way limit the Union's right to contract on any of the terms office.
- 4.3 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected,

#### **5. Tender Currency**

- 5.1 Prices shall be quoted in Indian Rupees:
- 5.2 Documents Establishing Tenderer's Eligibility and Qualifications
- 5.3 The Tenderer shall furnish, as part of its tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the Contract if its tender is accepted
- 5.4 The documentary evidence of the Tenderer's qualifications to perform the Contract if its tender is accepted, shall establish to the Union's satisfaction:
  - (a) That the Tenderer has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified. 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 & past performance of the Tenderer on services offered and on those of similar nature within the past three / five years' & details of current contracts in hand and other commitments.
- 6. The earnest money deposit is required to protect the Union against the risk of Tenderer's conduct which would warrant the security's forfeiture. The earnest money deposit shall be denominated in Indian Rupees.

**Tenderer's Signature & Seal**

- 6.1. 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 or,
  - (b) in case of a successful Tenderer, if the Tenderer fails:
    - (i) To sign the Contract in accordance.
    - (ii) To furnish performance security

## **7. Period of Validity of Tenders**

7.1 Tenders shall remain valid for 60 days after the deadline for submission of tenders prescribed by the Union. A tender valid for a shorter period shall be rejected by the Union as non-responsive.

7.2 In exceptional circumstances, the Union may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The earnest money deposit provided shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required not permitted to modify its tender.

## **8. Deadline for Submission of Tenders**

8.1 The prescribed EMD, relevant documents and technical and commercial document shall be uploaded as per e-procurement portal only.

8.2 The Union may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in which case all rights and obligations of the Union and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

9. **Late Tenders:-** As mentioned in the tender notification.

## **10. Modification and Withdrawal of Tenders**

10.1 The Tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification or withdrawal is received by the Union prior to the deadline prescribed for submission of tenders.

**Tenderer's Signature & Seal**

- 10.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by telex or cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of tenders.
- 10.3 No tenderer would allowed to modify the tender subsequent to the deadline for submission of tenders.
- 10.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's Forfeiture of its earnest money deposit,

### **E. Tender Opening and Evaluation of Tenders**

11. The Technical Tender shall be opened on the Date\Time specified in the tender notifiacation.  
Technical tender, wherein, the pre-qualification, based on various factors eligibility of the Tenderer will be evaluated, considered and decided prior to opening of commercial tender.
12. **Preliminary Examination:**
- 12.1 The Union 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 shall be treated as non-responsive.
- 12.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lowest of the two will prevail. If the Contractor does not accept the correction of errors, its tender will be rejected and its tender security may be forfeited
- 12.3 The Union may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.

**Tenderer's Signature & Seal**

12.4 Prior to the detailed evaluation, the Union will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security 6). Warranty Force Majeure Limitation of liability Applicable law and Taxes & Duties will be deemed to be a material deviation. The Union's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

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

13.1 The Union'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.

**13. Award Criteria**

13.1 The Union 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.

**14. Union's right to vary Quantities at Time of Award**

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

**14.2 Union's Right to Accept Any Tender and to Reject Any or All Tenders**

14.3 The DMU 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.

**Tenderer's Signature & Seal**

**15. Notification of Award**

- 15.1 Prior to the expiration of the period of tender validity, the Union will notify the successful Tenderer in writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, that is tender has been accepted.
- 15.2 The notification of award will constitute the formation of the Contract.
- 15.3 Upon the successful Tenderer's furnishing of performance security the Union will promptly notify the name of the winning Tenderer to each unsuccessful Tenderer and will discharge its earnest money deposit,

**16. Signing of Contract**

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

**17. Performance Security**

- 17.1 Within 21 days of the receipt of notification of award from the Union, 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 Union.
- 17.2 Failure of the successful Tenderer to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Union may make the award to the next lowest evaluated Tenderer or call for new tenders.

Sd/-  
Managing Director

## **DETAILS OF WORKS IN PACKING MILK / CURDS / LASSI / BUTTER MILK**

- 1.0** Every day morning CIP cleaning shall be carried out for all the milk, Curd / Lassi / Butter Milk packing machines. In addition to this, all the bowls of the packing machines shall be cleaned and certification for satisfactory cleaning shall be obtained from the concerned with remarks.
- 2.0** Tray and pipelines in front of the packing machines shall be cleaned.
- 3.0** The exteriors of the packing machines shall be cleaned taking care not to damage the equipments.
- 4.0** Only competent and knowledgeable operators shall be provided for the operation and related works of the **Packing machine and Ink Coding Machine operation**. No Spares or consumables shall be provided for routine operation of the machines.
- 5.0** Before starting of packing, concerned Shift Officer / Quality Control approval is compulsory.
- 6.0** As per indent, the various types of milk / Curd / Lassi / Butter Milk sachets shall be packed in designated film types and packets shall be kept ready one hour in advance of requirement.
- 7.0** Care shall be taken to ensure proper and legible Ink coding of date and machine number etc on all sachets.
- 8.0** Machine operation details and film consumption details shall be legibly recoded in the concerned register.
- 9.0** Milk packing quantities shall be ensured as per requirements and the length of the sachets shall be ensured as per specifications.
- 10.0** The film loss shall not be more than 1.5% and any excess to this loss shall be borne as penalty.
- 11.0** Film cores shall be stored in designated places.
- 12.0** Damaged film generated daily shall be weighed and recorded.
- 13.0** as per indent and any failure to pack and make available as per indent will result in appropriate penalty.

- 14.0** The responsibility for leakages in packs shall be fully borne by the contractor. Suitable penalties are levied if any leakages are observed in the market.
- 15.0** Drop tests shall be carried out on packs every hour and shall be recorded in the register.
- 16.0** Everyday approximately 1.0 TO 1.2 lakh liters of milk / Curd / Lassi / Butter Milk to be packed.
- 17.0** Milk/curd/Lassi/ Butter Milk shall be packed from 8.30AM to 5.30PM & The quantities of packing shall be recorded in the register.
- 18.0** Good packets sent to market are only taken for bill payment.
- 19.0** The works related to this contract and other works supporting this contract shall be carried out under the direction from the concerned officers from time to time.
- 20.0** With the commencement of the tender, the contractor shall take charge of all the packing equipments and shall take full responsibility to supervise these equipments.
- 21.0** No alterations shall be carried out on any of these equipments and these equipments shall be handed over in good condition after the expiry/termination of contract.
- 22.0** Supervisors shall be provided in each shift to receive instructions from the concerned officer in each shift of the Union and to carry out these instructions satisfactorily.
- 23.0** All packing equipments shall be kept in good working condition.

Manager (Dairy)

## **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 Union and the Contractor, 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 Contractor under the Contract for full and proper performance of its contractual obligations;
- C) "The Contractor" means the individual or firm providing Services under this Contract.
- D) "The Government" means the Government of Karnataka State.

### **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. Performance Security**

3.1 Within 21 days of receipt of the notification of contract award, the Contractor shall furnish Performance Security to the Union for an amount equivalent one month 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 & the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the initial Warranty period.

3.2 The proceeds of the performance security shall be payable to the Union as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.



3.3 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 Union; or
- b) A cashier's check or Banker's certified check, or crossed demand draft or pay order drawn in favour of the Union; or
- c) Specified small savings instruments pledged to the Union.

3.4 The Performance Security will be discharged by the Union & returned to the Contractor not later than 60 days following the date of completion of the Contractor's performance obligations, including any Warranty obligations, under the Contract.

3.5 In the event of any contract amendment, the Contractor 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.

#### 4. . **Payment**

4.1 Payments shall be made promptly by the Union once in a month after satisfactory completion of the contract during the month.

4.2 Payment shall be made in Indian Rupees.

#### 5 **Prices**

5.1 Prices payable to the Contractor as stated in the contract shall be firm during the performance of the contract.

Tenderers' Seal & signature

## **6. Change Orders**

6.1 The Union may at any time, by written order given to the Contractor make changes within the general scope of the Contract in any one or more of the following:

a) The Services to be provided by the Contractor.

## **7. Contract Amendments**

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **8. Assignment**

8.1 The Contractor shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Union's prior written consent.

9. **Subcontracts;-** The Contractor shall not subcontract under the Contract.

## **10. Delays in the Contractor's Performance**

10.1 Performance of the Services shall be made by the Contractor in accordance with the time schedule specified by the Union in the Schedule of requirements.

10.2 If at any time during performance of the Contract, the Contractor should encounter conditions impeding timely performance of Services, the Contractor shall promptly notify the Union in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the Union shall evaluate the situation and may, at its discretion, extend the Contractor's time for performance with or without by liquidated damages, in which case the extension shall be ratified by the parties amendment of the Contract.

- 10.3 Except a delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to the imposition of liquidated damages unless an extension of time is agreed upon to without the application of liquidated damages.

## **11. Liquidated Damages**

- 11.1 If the Contractor fails to perform the Services within the period(s) specified in the Contract, the Union 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 unperformed Services for each week or part thereof of delay until performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the Union may consider termination of the Contract

## **12.. Termination for Default**

- 12.1 The Union may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the Contract in whole or part:

- a) if the Contractor fails to perform any other obligation(s) under the Contract.
- b) If the Contractor, in the judgment of the Union has engaged in corrupt or fraudulent practices in competing for an in executing the Contract.

- 12.2 In the event the Union terminates the Contract in whole or in part, the Union may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Contractor shall be liable to the Union for any excess costs for such similar Goods or Services. However, the Contractor shall continue the performance of the Contract to the extend not terminated.

## **13. Termination for Insolvency**

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

**14. Termination for Convenience**

14.1 The Union, by written notice sent to the Contractor, 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 Union's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

**15. Settlement of Disputes**

15.1 The Union and the Contractor 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.

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

15.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after starting of the service under the Contract.

15.5 Arbitration proceedings shall be conducted in accordance with the rules of procedure.

15.6 Notwithstanding any reference to arbitration herein,

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

**16. Limitation of Liability -**

16.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement

- (a) the Contractor shall not be liable to the Union, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Union; and

- (b) the aggregate liability of the Contractor to the Union, 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.

## **17. Governing Language**

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

## **18. Applicable Law**

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

## **19. Notices**

- 19.1 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.
- 19.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

Managing Director

## **CONTRACT FORM**

THIS AGREEMENT made the .....day of...Nov-2013.. Between Managing Director Dharwad Milk Union Ltd., Lakkamanhalli Indl. Area, Dharwad – 580004. hereinafter called “the Union ” of the one part and - M/s ----- hereinafter called “ the Contractor ” of the other part:

WHEREAS the Union desirous to entrust the job work for a)Operation of milk packing machine and to pack milk, curd, sweet lassi, masala lassi, flavoured milk according to requirement of union.

b)Comprehensive maintenance of packing machines, the coding devices and allied works.

Had published the Tender Notification IFT No. DMU/PUR/Packing/ /13-14, dated: -10-2013. The contractor by participating in tender and had offered the rate for said contract. In consideration of the tender of the contractor the tender committee by conducting negotiation has finalized the rate @ Rs.0.00 per packet + service tax extra. The validity of contract is for a period of **TWO YEARS** from the date of commencement & is extendable for further period of **ONE YEAR**, if the performance is found satisfactory.

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the terms & conditions stipulated for tender / 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 notification IFT No.DMU/PUR/Packing/ /13-14, dt: -10-2013
- b)The tender documents Technical & Commercial and the terms & conditions stipulated and the price schedule submitted by the tenderer .
- c)The schedule of requirements
- d)The technical specifications;
- e)The general conditions of contract;
- f)The special conditions of contract
- g)The DMU notification of award of contract
- h)The B.G. submitted for security deposit. The agreement executed
- i) The work order of DAMUL and its terms & conditions, thereof,

3. In consideration of the payments to be made by Dharwad Milk Union Ltd., Dharwad to the contractor for the job work executed after completion of the respective month. The contractor shall provide required number of technicians, operators and laboures for each shift.
4. The DAMUL hereby covenants to pay the contractor in consideration of the provision of the 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.

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

Managing Director

In the presence of .....

Signed, Sealed and Delivered by the

Contractor.....

In the presence of .....

## **PRICE QUOTE**

**To**  
**The Managing Director,**  
**Dharwad, Haveri, Gadag & Uttarkannada**  
**Dist Co-Op Milk Union Ltd.,**  
**Dharwad**

Sir,

### **Sub: Packing Contract:-reg**

I \ We have thoroughly studied the tender document and have understood the terms and conditions stipulated for Tender & Offered the following rates for Operation & Maintenance of Milk packing Machines with allied works and Packing of Milk /Curd/Lassi in accordance to requirement of DMU.

| SL.<br>No. | Particulars   | Rate per Packet |          |
|------------|---|-----------------|----------|
|            |   | In figure       | In Words |
| 1          | Operation & Maintenance of Milk & Curd Packing Machines with allied works & Labour.<br>Packing of Milk , Curd, Lassi & Butter Milk in 200ml, 500ml & 1000ml packets according to requirement of DHAMUL. |                 |          |

Date:-

Seal & Signature of the Tenderer  
Name & Designation.



## Tenderer BIO-DATA

|    |   |  |
|----|---|--|
| 1. | Name and Address of the Firm.<br><br>Telephone No.<br><br>Cell No;<br><br>Fax No.<br><br>E-Mail.  |  |
| 2. | Status (Whether an Individual / Partnership / Firm / Public / Private Limited Company)  |  |
| 3. | In case Partnership Firm<br><br>a) Whether it has been registered.<br><br>b) If registered, provide certified, extract from the Registrar of Firm.<br><br>c) Name of all Partners.<br><br>d) Details of Partnership deed.<br>(Please upload the copy of the same) |  |
| 4. | Year of Establishment of Firm.  |  |
| 5. | Whether Uploaded the following Certificates?<br>a) EPF Reg. Certificate.<br>b) ESI Reg. Certificate.<br>c) Labour Offier Certificate<br>d) Service Tax Certificate  |  |
| 6. | Whether Income Tax Clearance Certificate is Uploaded?   |  |

|     |  |      |                         |
|-----|--|------|-------------------------|
| 7.  | PAN CARD   |      |                         |
| 8.  | Name of the Bankers                                |      |                         |
| 9.  | Last three years Experience Certificate            |      |                         |
| 10. | Last two years Turnover (Please uploaded the copy) | Year | Turnover / Rs. In Lakhs |

11. List of leading work done:

| 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:

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

Date:

## **CHECK LIST**

### **Tender for PACKING CONTRACT OF MILK, CURD, LASSI etc.,**

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

|    |   |          |
|----|---|----------|
| 01 | Whether the prescribed EMD is remitted as per e-portal?                       | Yes / No |
| 02 | Whether Tenderer Bio-data is Uploaded?  | Yes / No |
| 03 | Whether Latest In Come Tax & Service Tax Clearance Certificates are Uploaded? | Yes / No |
| 04 | Whether Labour Contract Licence Certificate is Uploaded?                      | Yes / No |
| 05 | Whether EPF Registration Certificate is Uploaded?                             | Yes / No |
| 06 | Whether ESI Registration Certificate is Uploaded?                             | Yes / No |
| 07 | Whether Service Tax Certificate is Uploaded?                                  | Yes / No |
| 08 | Whether PAN CARD Certificate is Uploaded?                                     | Yes / No |
| 09 | Whether Last 2 years financial Turn Over is Uploaded?                         | Yes / No |
| 10 | Whether Last 3 Years Experience Work Orders are Uploaded?                     | Yes / No |
| 11 | Whether Client List is Uploaded?  | Yes / No |
| 12 | Whether PRICE QUOTE is fill & Uploaded?                                       | Yes / No |

SIGNATURE OF THE TENDERER.