

KARNATAKA COOPERATIVE MILK PRODUCERS' FEDERATION LTD.

KMF COMPLEX, DR. M.H.MARIGOWDA ROAD, BANGALORE – 560029

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IFT NO. KMF/PUR/CFRM-346/2018-19

Date:14-02-2019

TENDER NOTIFICATION

(Trough e-procurement Portal Only)

Karnataka Milk Federation, Bangalore invites tenders from eligible tenderers for Production and Supply of 5200MT Nandini Gold Cattle Feed per month on FOR DESTINATION for the 6 month from the date of awarding the order.

Tender documents may be downloaded from e-Procurement website <https://eproc.karnatka.gov.in/>. Interested tenderers participate in the tender by logging on the website www.eproc.karnataka.gov.in. Also may contact Help line No: 080-23010900/23010901, email hphelpdesk.blr@intarvo.com. The KMF will not be held responsible for the website problems like, last date of submission, non-receipt of the same & if any.

Tenders must be accompanied by security of the amount specified in the tender document, drawn in favour of e-procurement Government of Karnataka. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for 45 days beyond the validity of the tender.

Date of commencement for Tender Download	21-02-2019
Last date for uploading of Tender	on or before 28-02-2019 at 15.00 hours
Pre-Bid Meeting	26-02-2019 at 10.30 am KMF CO
Date of Opening of Technical Tender	02-03-2019 at 15.05 hours
Date of Opening of Commercial Tender	03-03-2019 at 15.05 hours

Further details may be obtained from KMF website www.kmfnandini.coop

For KARNATAKA MILK FEDERATION LTD.,

Sd/-

Director(Purchase).

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SECTION II : INSTRUCTION TO TENDERERS

A. Introduction

1. Eligible Tenderers

- 1.1 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Karnataka Cooperative Milk Producers' Federation Limited.
- 1.2 The tenderer should possess the valid ISI certificate / license to manufacture the cattle feed.
- 1.3 The tenderer should have a minimum of three years of cattle feed manufacturing experience and marketing experience.
- 1.4 The tenderer should have sufficient storage space of at least 1,50,000 Sq.ft for raw materials at least for the period of three months and also storage space of at least 30,000 sq.ft for finished goods to avoid the interruption of supply.
- 1.5 The tenderer should have a minimum spare production capacity of 2000 MT of cattle feed per month, than the tenderer's regular production.
- 1.6 The tenderer should have auto batch system of feeding the raw materials for production and auto packing system for proper weighing of finished feeds.
- 1.7 The tenderer should possess the molasses storage capacity of minimum of 1200 MT along with the valid certificates and document.
- 1.8 The tenderer should have weigh bridge with the minimum capacity of 20 MT for weighment of vehicles with finished goods and also should have the laboratory with necessary equipment for the analysis of raw materials and finished feeds.

B. The Tender Documents

2. Contents of Tender Documents

2.1 The type of cattle feed plant/cattle feed requirement schedule required, tendering procedures and contract terms prescribed are in the tender documents. In addition to the Invitation for Tenders, the tender documents include:

- (a) Instruction to Tenderers (IIT);
- (b) General Conditions of Contract (GCC);
- (c) Special Conditions of Contract (SCC);
- (d) Schedule of Requirements;
- (e) Technical Specifications;
- (f) Tender Form and Price Schedule

2.2 The Tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderer's risk and may result in rejection of its tender.

Signature of the tenderer

3. Amendment of Tender Documents

3.1 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.

3.2 All prospective tenderers will be notified of the amendment on the e procurement portal

3.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the KMF, at its discretion, may extend the deadline for the submission of tenders.

C. Preparation of Tenders

4. Language of Tender

4.1 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.

5. Documents Constituting the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with ITT Clauses 6, 7 and 8;
- (b) Documentary evidence established in accordance with ITT Clause 9 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 10 that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the tender documents; and
- (d) Earnest money deposit furnished in accordance with ITT Clause 11.

6. Not applicable

7. Tender Prices

7.1 The Tenderer shall indicate the rate/ MT for manufacturing and supplying of **Nandini Gold Cattle feed** in pellet form as per the specification of purchaser

- a) for the supply of balanced cattle feed. As per the specification of KMF
- b) for the Manufacture of cattle feed on job Contract basis

Signature of the tenderer

7.2 in case of rates quoted for supply of balanced cattle feed as in 7.1(a) the rates indicated will be inclusive of cost of raw material, pp bag and loading of finishing feed as per requirement schedule from KMF.

In case of rates quoted for manufacture of balanced feed on job contract as in 7.1(b) the rates indicated will be inclusive of unloading of raw materials, bundling and stocking of empty bags(50 nos. each bundle) processing, weighing, bagging in 50 kg, stocking and storing, loading of finished feed and also as indicated in requirement schedule. Price quoted shall include insurance on raw material, finished goods and other inventory for manufacture of feed on job contract basis.

The tenderer shall be responsible for all statutory and other liabilities to be circulated from time to time during the tenure of the contract.

The Tenderer's separation of the rate components in accordance with ITT Clause 7.2 above will be solely for the purpose of facilitating the comparison of tenders by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

Rates quoted by the Tenderer shall be fixed / constant during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable rate quotation will be treated as non-responsive and rejected

8.Tender Currency

Prices shall be quoted in Indian Rupees:

9.Documents Establishing Tenderer's Eligibility and Qualifications

Pursuant to ITT Clause 5, 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

The documentary evidence of the Tenderer's qualifications to perform the Contract if his tender is accepted, shall establish to the Purchaser's satisfaction:

(a) That the tenderer has financial and technical, capability necessary to perform the Contract and meets the criteria outlined in the qualification requirements specified in Section VI. 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.;

9.1 Submission of sample:Not Applicable.

Signature of Tenderer.

10 Documents establishing supply of cattle feed/job contract eligibility and Conformity to Tender Documents

Pursuant to ITT Clause 5, the Tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility and conformity to the tender documents for supply of Calf feed, which the tenderer proposes to provide under the contract.

The documentary evidence of conformity of the supply of **Nandini Gold Cattle feed** 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 supply/Job contract.

(b) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the supply of calf feed/job contract and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

(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 substitutions ensure substantial equivalence to those designated in the Technical Specifications.

11. Earnest Money Deposit

11.1 An E.M.D shown below will have to be submitted by the tenderers taking into account the following conditions:

a) **EMD will be accepted in the form of electronic cash in any of the designated Axis Bank, branches local across the country (not through Bank Guarantee)** and will be maintained in the Government central pooling account ICICI Bank until the contract is closed.

b) The entire EMD amount for a particular tender has to be paid in a single transaction.

c) The EMD money received for all the tenders floated through e-procurement platform will be collected and maintained in a central pooling account.

Signature of Tenderer.

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

11.2 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, earnest money deposit in the amount as specified in Section-V-Schedule of Requirements.

11.3 The earnest money deposit is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT Clause 13.7.

11.4 Any tender not secured in accordance with ITT Clause 13.1 and 13.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 22.

11.5 Refund of E M D

The EMD money will be kept in the central pooling account until the tender is awarded to the successful bidder. Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful bidders will be refunded to the respective Bank A/c's of the Tenderer registered in the e-procurement system.

11.6 The tender Earnest Money Deposit may be forfeited:

- (a) If a Tenderer (i) withdraws the tender during the period of tender validity specified by the KMF Ltd on the Tender Form; or (ii) does not accept the correction of errors pursuant to ITT Clause or
- (b) In case of a successful Tenderer, if the Tenderer fails:

- (i) To execute and sign the Contract agreement in accordance with ITT Clause or
- (ii) To upload Performance Security in accordance with ITT Clause

11.7 Pursuant to ITT Clause 5, the Tenderer shall furnish, as part of its tender, earnest money deposit in the amount as specified in Section-V-Schedule of Requirements.

11.8 The earnest money deposit is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT Clause 11.7.

11.9 The earnest money deposit may be forfeited:

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 19.3; or

(b) in case of a successful Tenderer, if the Tenderer fails:

- (i) to sign the Contract in accordance with ITT Clause 26; or
- (ii) to furnish performance security in accordance with ITT Clause 27.

11.10 The tenderer shall furnish **EMD amount** as mentioned in the Tender document.

12.Period of Validity of Tenders

12.1 Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the Purchaser pursuant to ITT Clause 15. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.

Signature of Tenderer.

12.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or fax). The earnest money deposit provided under ITT Clause 11 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

13.Format and Signing of Tender:

Not Applicable.

D. Submission of Tenders

14. Sealing and Marking of Tenders. – Not applicable

15.Deadline for Submission of Tenders

15.1 Tenders must be uploaded by the supplier as per the time and date specified in the Invitation for Tenders (Section I).

15.2 The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITT Clause 3, 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.

16.Late Tenders-Not Applicable.

17.Modification and Withdrawal of Tenders

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

17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITT Clause 14. 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.

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

17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its earnest money deposit, pursuant to ITT Clause 11.7.

Signature of Tenderer.

E. Tender Opening and Evaluation of Tenders

18. Opening of Tenders by the Purchaser

18.1 The Purchaser will open Technical tender, in the presence of Tenderers representatives who choose to attend, at **12.05 hours on 05.01.2018** at in the following location:

KARNATAKA MILK FEDERATION

**KMF Complex, Dr.MH Marigowda Road
Bangalore-560 029**

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

18.2 The Tenderer's names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Purchaser at its discretion, may consider appropriate, will be announced at the opening.

19. Preliminary Examination:

19.1 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.

19.2 Where the Tenderer has quoted for more than one schedule, if the earnest money deposit 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 earnest money deposit to be furnished for the schedule included in the tender (offer) in the serial order of the Schedule of Requirements of the Tender document.

19.3 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

Signature of Tenderer.

discrepancy between words and figures, the lower of the two will prevail. If the supplier does not accept the correction of errors, its tender will be rejected and its earnest money deposit may be forfeited.

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

19.5 Prior to the detailed evaluation, pursuant to ITT Clause 20, the Purchaser will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 4), Warranty (GCC Clause 12), Applicable law (GCC Clause 19), and Taxes & Duties (GCC Clause 21) 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.

19.6 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.

20. Evaluation and Comparison of Tenders:

20.1 The Purchaser will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 7 for each schedule separately. No tender will be considered if the complete requirements covered in the schedule is not included in the tender. However, as stated in ITT Clause 7, 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.

20.2 The Purchaser's evaluation of a tender will take into account in the case of goods manufactured in India or goods of foreign origin already located in India, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Tenderer;

20.3 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 job contract 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 in the job contract if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITT Clause 20.4 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;

20.4 Pursuant to ITT Clause 20.3, one or more of the following evaluation methods will be applied:

Signature of Tenderer.

20.5 Delivery Schedule

In case of extra ordinary delay or non performance specific act by the contractor in its timely production obligation, shall render the contractor to any or all of the following action:

1. Imposition of liquidated damage
2. Termination of the contract for default and
3. Forfeiture of Security Deposit
4. The Plant shall ensure timely manufacture of feed / supply of feed.

F.Award of Contract

21.Post-qualification:

21.1 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 9.2(b) and is qualified to perform the contract satisfactorily.

21.2 The determination will take into account the Tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 9, as well as such other information as the Purchaser deems necessary and appropriate.

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

22.Award Criteria

22.1 Subject to ITT Clause 24, 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.

23. Purchaser's right to vary Quantities at time of award-not applicable

24.Purchaser's Right to Accept Any Tender and to reject any or All Tenders

24.1 The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.

24.2 KMF reserves the right to recover the direct losses and consequential losses if any, arising out of usages of material. 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.

Signature of Tenderer.

25. Notification of Award

25.1 Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer in writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, that is tender has been accepted.

25.2 The notification of award will constitute the formation of the Contract.

25.3 Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 27, 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 11.

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

26. Signing of contract

26.1 At the same time as the Purchaser notifies the successful tenderer that his tender has been accepted, the Purchaser will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

26.2 Within 21 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Purchaser

27. Performance Security

27.1 Within 21 days of the receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security equal to 5% value of the contract value in the form of Bank Guarantee in the name of the Purchaser 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.

27.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 26.2 or ITT Clause 27.1 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.

28.0 Corrupt or Fraudulent Practices:

28.1 The K.M.F requires that Tenderers/Contractors observe the highest standard of ethics during the procurement and execution of K.M.F financed contracts. In pursuance of this policy, the K.M.F:

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

Signature of Tenderer.

(i) "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

(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 K.M.F, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender rates at artificial non-competitive levels and to deprive the K.M.F 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 K.M.F 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 K.M.F financed contract.

Furthermore, Tenderers shall be aware of the provision stated in sub-clause of the General Conditions of Contract.

Other conditions of contract:

Contract price payable to the supplier and also for the full and proper performance of the contract obligation. The contract price shall remain constant for the period of contract including the period of extension for a period of 90 to 120 days from the date of expiry of contract and for such extension the rate contract price terms and conditions shall remain unaltered.

The contract would be subject to termination with a three months notice; in case the services are not satisfactory.

The supplier shall procure / review all license / certificate from the respective authorities as per the prevailing acts and in case of default the supplier shall solely be responsible for the consequence.

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) contract for supply of balance cattle feed / job work for cattle feed manufacturing in pellet form as per indent of purchaser and quality as specified by purchaser.
- d) “Services” means services ancillary to production and supply of such as unloading of raw material, processing, weighing, bagging in 50 kg, storing, loading of finished including insurance of raw material and finished goods.
- 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 MD - Karnataka Milk Federation getting the contractor for supply / job works of cattle feed manufacture as named in SCC .
- h) “The Supplier” means the individual or firm supplying / providing the supplies under this Contract.
- i) “The Government” means the Government of Karnataka State.
- j) “The State” means the 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 cattle feed supplied/manufacture by the tenderer shall conform to the standards specified by KMF. The tenderer shall be a licensed holder for the manufacture of cattle feed in the state of Karnataka as well as license issued by competent authority to purchase/store molasses in their premises and to use the same for manufacture of cattle feed.

4. Use of Contract Documents and Information; Inspection and Audit by the K.M.F:

4.1 The Contractor 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 Hirer in connection therewith, to any person other than a person employed by the Contractor in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

Signature of Tenderer.

4.2 The Contractor shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Hirer and shall be returned (in all copies) to the Hirer on completion of the Contractor's performance under the Contract if so required by the Hirer

4.4 The contractor shall permit the K.M.F to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the K.M.F, if so required by the K.M.F.

5. Patent Rights

5.1 The Contractor shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from the supply of cattle feed.

6. Performance Security

6.1 Within 21 days of receipt of the order of contract award, the Contractor shall furnish Performance Security to the Purchaser an amount equal to the 5% value of the contract in the form of Bank Guarantee 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 security Deposit 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 Security Deposit 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 cheque or Banker's certified cheque, or crossed demand draft or pay order drawn in favour of the Purchaser; or
- c) Specified small savings instruments pledged to the Purchaser.

6.4 The Security Deposit will be discharged by the Purchaser and returned to the suppliers not later than 60 days following the date of completion of the suppliers' performance obligations, including any Warranty obligations, under the Contract.

Signature of Tenderer.

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 Feed to confirm their conformity to KMF specification for Cattle feed. Batch wise raw materials consumption statement has to be furnished to ascertain the adoption of recommended formula for cattle feed production. Representative sample of feed will be analyzed at the KMF CFP laboratory for specified parameters as per BIS recommended testing protocol. The Purchaser shall notify the supplier in writing in a timely manner of the identify of any representatives retained for these purposes.

7.2 The inspections and tests may also be conducted at the premises of the supplier at the manufacturing, stocking and delivery point. If conducted at the premises of the supplier all-reasonable facilities and assistance, including access to laboratory, office space and working environment has to be provided to the quality control staff for KMF.

7.3 Should any inspected or tested feed fail to conform to the specifications, the Hirer may reject the feed and the supplier shall either replace the rejected feed or make alterations necessary to meet the specification requirements free of cost.

7.4 For any reason if the quality of feed deteriorates within 30 days of supply and upon customers complaint/rejection the same shall have to be replaced free of cost.

8.0 Packing – The tenderer shall include in his quote, the cattle feed bagging material cost in 50 Kgs(PP Bag)

9.0 Insurance :

9.1 The insurance for raw materials and finished products in the supplier's premises shall be at the suppliers discretion.

10.0 Payment :

10.1 As specified in the Special Conditions of the contract to meet the specific requirements of KMF.

10.2 The payment will be made through cheque / DD as desired by the contractor at his cost. All payments are subject to TDS and other statutory levies applicable as per various law in force.

10.3 The payment will be made for actual quantity of balanced cattle feed supplied.

10.4 payment Will be made by Member Milk Unions before lifting cattle feed, when the quality of cattle feed supplied tallies with the specified / formula given by Karnataka Milk Federation.

Signature of Tenderer.

10.5 No payment shall be made for rejected cattle feed if any based on quality of feed prescribed by KMF.

11. Prices

11.1 price payable to the supplier for the Nandini Gold Cattle feed supplied /Manufactured on job contract as stated in the contract shall be firm during the performance of the contract. The contract price means the finalized price, payable to the supplier /manufacturer under the contract for tender and also for the full & proper performance of the contractual obligations during contract period.

11.2 The contract price shall remain constant for the period of contract.

11.3 On any other account increase/decrease in rate will not be allowed during the contract period except.

11.4 The rate quote shall be Nett on FOR DESTINATION.

11.5 The rate quote shall be inclusive of the cost of MOLASSES, Raw Materials, Mineral Mixture and Packing Materials

11.6 The rate shall be inclusive of the cost of materials as per specifications shall also include the processing cost, overheads, GST etc.

12.0 Change Orders :

12.1 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:

13.0 Contract Amendments:

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

14.0 Assignment:

The supplier shall not assign, in whole or in part, its obligations to perform under the Contract, under any circumstances.

15.0 Delays in the Supplier's Performance:

15.1 In case of extra ordinary delay or non performance of the specific act by the contract or in its production obligations, shall render the supplier to any or all of the following actions:

Signature of Tenderer.

- i) Imposition of liquidated damages
 - ii) Termination of contract for defect and
 - iii) Forfeiture of performance security.

15.2 Subject to GCC Clause 24, if the supplier fails 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 Rate, as liquidated damages, a sum equivalent to 0.5% of the rate of the 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 Rate. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 23.

15.3 In the event of any difference noticed in the quantities of cattle feed raw materials supplied and available stock, the cost for the shortages shall be recovered from the contractor bills/ Security Deposit/ bank guarantee based on the purchase price of raw materials at the time of supply or market price at the time of verification. whichever is more

16.0 Termination for Default :

16.1 The supplier/manufacturer 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 supplier / manufacturer fails to deliver supply / job contract of cattle feed within the period(s) specified in the Contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21;
- b) If the supplier fails to perform any other obligation(s) under the Contract.
- c) If the supplier/manufacturer, in the judgment of the Hirer has engaged in corrupt or fraudulent practices in competing for an in executing the Contract.

16.2 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, produce cattle feed else when similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar Vehicle or Services. However, the supplier shall continue the performance of the Contract to the extend not terminated.

17.0 Force Majeure:

17.1 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.

17.2 For purposes of this Clause, “Force Majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may included, but are not limited to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

Signature of Tenderer.

17.3 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.

18.0 Termination for Insolvency:

18.1 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 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 purchaser.

19.0 Termination for Convenience:

19.1 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 Hirer's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

20.0 Settlement of Disputes:

20.1 The purchaser 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.

20.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Hirer or the supplier 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.

20.3 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 the job work under the Contract.

20.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

20.5 Notwithstanding any reference to arbitration herein,

(a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) The purchaser shall pay the supplier/manufacturer any monies due for the supplier/manufacturer.

Signature of Tenderer.

21.0 Limitation of Liability:

21.1 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 Hirer, whether in contract, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay liquidated damages to the Hirer; 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 Rate, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

22.0 Governing Language:

22.1 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.

23.0 Applicable Law :

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

24.0 Notices:

24.1 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 & confirmed in writing to the other Party's address specified in SCC.

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

25.0 Goods & Services Tax :

25.1 Suppliers shall be entirely responsible for GST, license fees, insurance etc., during the period of contract

Signature of Tenderer.

SECTION IV : SPECIAL CONDITIONS OF CONTRACT
TO MEET SPECIFIC REQUIREMENT OF KMF

1. Validity of contract:

- 1.1 The validity of contract shall be for a period of ONE YEAR
- 1.2 The supplier should possess a valid license for production of 200 MT per day capacity Nandini Gold/ Bypass protein mixing plant with all necessary facilities consisting of all machineries, Boiler, Molasses tank, raw materials and finished feed go-downs and required man-power for production and supply of balanced palletized cattle feed in 8 / 10 mm die.
- 1.3 The manufacturer shall undertake the supply/manufacture cattle feed(NANDINI GOLD) on job contract at their premises by using their facilities consisting of all machineries, Boiler, Molasses tank, raw materials and finished feed go-downs and required man-power etc. for production and supply of balanced palletized cattle feed in 8 / 10 mm die.
- 1.4 The supplier should possess facilities for(minimum capacity) 20 MT weigh bridge within the premises. Is the sole responsibility of the manufacture keeping the plant in working conditions replacement of necessary spares and consumables shall also be responsibility of the manufacture.
- 1.5 A minimum of 160 MT of supply/production of feed on job contract per day has to be ensured by the contractor. If for any reason which is beyond the control of the contractor if the production falls below the minimum, the same has to made good in the subsequent month.
- 1.6 The supplier / Manufacturer has to submit the cost details in e-Portal under added statutory component with bifurcation (Basic price, GST, Freight charges, etc.).
- 1.7 The commencement of contract shall be after the execution of contract agreement and furnishing of prescribed security deposit and from the date of issual of Rate Contract.
- 1.8 KMF reserves the right to extend the contract for a period of 90 days from the date of expiry of contract, for such extension, Rate Contract, terms and conditions shall remain unaltered.
- 1.9 KMF reserves the right for premature termination of all or any of the contract& call for fresh tender without thereby incurring any liability to the affected supplier or any obligation to inform the affected contractor on the grounds of KMF action.

2.0 Forfeiture of Performance Security/Security Deposit:

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

- 2.1 the supplier's/manufacturer failure to perform contract as specified;
- 2.2 the termination of contract by KMF for non performance of contract;
- 2.3 towards recovery of liquidated damages assessed against the contractor;
- 2.4 after award of contract, during inspection, if the supplier is proved not having the infrastructure as declared in Technical Tender Part – I to produce & provide the service,

the same shall be treated as Breach of contract by the supplier. The contract shall be liable for cancellation with penalty not less than Performance security/Security Deposit specified.

3.0 Signing of Agreement/Contract Form:

3.1 After KMF issues the Letter Of Acceptance (LOA) to the successful tenderer that their tender has been accepted, the KMF shall send the prescribed format of agreement, which shall have to be executed within 21 days time. The value of non-judicial stamp paper shall be not less than Rs.200/-.

4.0 Contract Rate:

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

4.2 The contract rate shall remain constant for the period of contract.

4.3 On any other account increase/decrease in rate will not be allowed during the contract period.

5.0 Transfer of Contract:

5.1 The contract is not transferable on any account whatsoever.

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

6.0 Goods and Services Tax:

6.1 The rate finalized for contract shall be NETT, at Ex Factory, i.e. inclusive of P&F charges, loading at factory, GST at the rate ruling as on the date of finalization/award of contract.

6.2 Thereafter any variation or introduction of GST on finished product or the raw material/s during the contract period, the same shall be applicable & come into effect as per Government Notification.

Any claim of supplier / supplier for revision in respect of GST should be supported by relevant Govt. notification/s order.

7.0 Guarantee on quality of Cattle Feed produced:

7.1 The supplier shall have to guarantee the production **Nandini Gold cattle feed** provided strictly as per specification of contract/ purchase orders.

Signature of Tenderer.

7.2 If the Nandini Gold/ Bypass protein supplied is found not as per contract/purchase order specification, the feed shall be liable for rejection outrightly. On intimation from the purchaser the contractor shall have to arrange replacement of the feed as per specification. If the supplier delays / fails to make arrangement to replace the feed, KMF /Union may make arrangement to procure the feed from alternative source. Any extra expenditure incurred 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.

8.0 Indemnity:

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

Signature of Tenderer.

SECTION V : SCHEDULE OF REQUIREMENTS AND EMD

Production and supply of Nandini Gold Cattle Feed as per KMF Specification/Formula on FOR DESTINATION.

Sl.No.	Milk Union	Requirement in MT per Month	EMD Amount In lakh	Security Deposit
1	Bengaluru Milk Union	1500	15.0	5% of the contract value
2	Mysore Milk Union	300	8.64	
3	Chamarajanagar Milk Union	100	2.88	

Signature of Tenderer.

Address of KMF Unions / Unit/s

<p>THE BENGALURU URBAN & RURAL DISTRICT MILK PRODUCERS' CO-OPERATIVE SOCIETIES UNION LIMITED (BAMUL) DR.M.H.MARIGOWDA ROAD, DHARMARAM COLLEGE POST BENGALURU-560 029. KARNATAKA. PHONE: 080-25536261 /25096200/ 25536968/ 25536234/ 25521695 FAX: 080-25536234 E-MAIL: bamulkmf@yahoo.co.in</p>	<p>DHARWAD DISTRICT CO-OPERATIVE MILK PRODUCERS' SOCIETIES' UNION LTD PRODUCT DAIRY, LAKKAMMANAHALLI INDUSTRIAL AREA DHARWAD - 580 004. KARNATAKA. PHONE: 0836-2467603 / 2468380 / 2467643 FAX: 0836-2468268 E-MAIL: dharwarnin@ gmail.com</p>
<p>RAICHUR, BALLARI&KOPPAL DISTRICTS CO-OP.MILK PRODUCERS. SOCIETIES UNION LTD., BALLARI DAIRY, SANJAY GANDHI NAGAR, NEAR FIRE STATION, CANTONMENT, BALLARI - 583 104.</p>	<p>KALABURGI-BIDAR MILK PRODUCERS' SOCIETIES UNION LTD. HUMNABAD ROAD, GULBARGA - 585 104 PHONE: 08472-257475/ 258193/ 258088/ 259789/ 257675 FAX: 08472-257620 E-MAIL: gumul_g@yahoo.co.in</p>
<p>BELAGAVI DISTRICT CO-OPERATIVE MILK PRODUCERS' SOCIETIES UNION LTD BELAGAVI DAIRY PREMISES, KANBARGI ROAD BELAGAVI - 590 016. KARNATAKA PHONE: 080-31-2454390/ 2454107/ 2454791 FAX: 080-31-2454791 E-MAIL: bemulmd@gmail.com / md@bemul.com</p>	<p>HASSAN CO-OPERATIVE MILK PRODUCERS' SOCIETIES UNION LTD INDUSTRIAL ESTATE, B.M.ROAD, HASSAN - 583 201. KARNATAKA. PHONE: 08172-240358/ 240628/ 240631/ 240607 FAX: 08172-240640 E-MAIL: hamul77@yahoo.co.in</p>
<p>VIJAYAPURA&BAGALKOT DISTRICT CO-OPERATIVE MILK PRODUCERS' SOCIETIES' UNION LTD., VIJAYAPURA DAIRY, BHUTANAL, VIJAYAPURA - 586 103 PHONE: 08352 -260060/ 260949 FAX: 08352 - 260061 E-MAIL: md_bijapur@rediffmail.co</p>	<p>THE KOLAR DISTRICT CO-OPERATIVE MILK PRODUCERS' SOCIETIES' UNION LIMITED. KOLAR DAIRY, NH-4, HUTHUR POST, KOLAR - 563 102. KARNATAKA PHONE: 08152-210021 / 210510 FAX: 08152-210480 E-MAIL: komulmd@yahoo.co.in</p>
<p>DAKSHINA KANNADA DISTRICT CO-OPERATIVE MILK PRODUCERS' SOCIETIES' UNION LIMITED KULSHEKAR, MANGALORE - 5. PHONE: 0824-2231446/ 2231556/ 2231308/ 2232260/ 2231556 FAX: 0824-2230029 E-mail: dkmul@sancharnet.in</p>	<p>THE MANDYA DISTRICT CO-OPERATIVE MILK PRODUCERS' SOCIETIES' UNION LIMITED, PRODUCT DAIRY, GEJJALAGERE-571 428. MANDYA DISTRICT, KARNATAKA PHONE: 08232-274074 / 274940 / 274084 / 274571 / 274777 FAX: 08232-274593 E-MAIL: manmul1987@gmail.com / manmul@yahoo.co.in</p>
<p>MYSURU-DIST.CO-OP.MILK PRODUCERS' SOCIETIES' UNION LIMITED SIDDARTHANAGAR, T.NARASIPURA ROAD MYSURU - 570 011. KARNATAKA PHONE: 0821-2473933/ 2473923/ 2471423/ 2473837 FAX: 0821-2472797 E-MAIL: mymul@sancharnet.in</p>	<p>SHIVAMOGGA DISTRICT CO-OPERATIVE MILK PRODUCERS' SOCIETIES' UNION LIMITED. SHIVAMOGGA DAIRY, MACHENAHALLI, NIDIGE POST, SHIVAMOGGA - 577 222. PHONE: 08182-246161/ 246163/ 246162 FAX: 08182-246284 E-MAIL: md_shimul@yahoo.com</p>
<p>TUMAKURU CO-OPERATIVE MILK PRODUCERS' SOCIETIES' UNION LIMITED B.H.ROAD, MALLASANDRA, TUMAKURU - 572 201. KARNATAKA PHONE: 08162-206533/ 206490/ 206464/ 206472 FAX: 08162-206760/ 2207268 E-MAIL: MDTMU@YAHOO.COM</p>	<p>CHAMARAJANAGAR DISTRICT CO-OPERATIVE MILK PRODUCER'S SOCIETIES UNION LTD. KUDERU VILLAGE & POST, SANTHEMARAHALLI HOBLI, CHAMARAJANAGAR – 571 136. KARNATAKA. PHONE: 08226-234030 FAX: 08226-234040 <u>E-MAIL: CHAMULMD@GMAIL.COM</u></p>

VI - TECHNICAL SPECIFICATIONS

Specifications/ KMF FORMULA for Nandini Gold Cattle Feed and quality related requirements:

Approximate Quantity of Cattle Feed to be supplied by plant 1900 MT/Month for a period one year.

Sl.No	Nutritional parameters	(%)
1	Crude Protiens	18 to 19
2	Ether Extract	03 to 3.5
3	Crude Fiber	5.5 to 6.0
4	Total Digestable Nutrition	72 to 75
5	Sand silica	01 to 1.5
6	Moisture	10 to 11

Sl.No	Raw Material	Nandini Gold Formula (%)
1	Maize	45
2	Rice Polish	05
3	DORB	10.25
4	RSDOC	13
5	Maize Bran	01
6	COCONUT DOC	09
7	GOUR KORMA/GNCAKE/CS CAKE/RSCAKE	0.75
8	MOLASSES	11
9	COMMAN SALT	01
10	CALCITE POWDER	02
11	MMCF	01
12	UREA	01
	TOTAL	100

- ✓ Feed Pellet should be 8 – 10 MM slightly breakable up on manual crushing.
- ✓ Feed should be free from pesticides/ OPC compounds.
- ✓ Aflatoxin level should not be more then 30-50 ppb

Cattle feed supplied shall be in the form of pellets(8-10mm Dia). The feed shall be palatable, free from harmful constituents, metallic pieces and adulterants. The feed shall also be free from fungal growth and insect infestation, and from fermented , musty, rancid or any other objectionable odour.

To be manufacture Nandini Gold as per the KMF Formula given. The raw materials, mineral mixture and Packing materials shall be provided by the contractor.

Inspection and Testing: Federation will inspect the ingredients and the process. After the verification of the batch wise raw material consumption report and the analytical findings the feed conforming to the standards will be cleared for dispatch , feed with non conformity will be rejected.

Disputes if any are to be cleared through joint inspection/analysis of feed samples.

Packing material for Nandini Gold Cattle Feed:PP woven sacks provided by tenderer i.e Length: 93.98cm, width :71.12cm, 12x12 mesh, 134 gms weight, side gusseted, top open, hemmed, bottom double folded and stitched for packing 50 kg feed. Further bags shall be free from damages and weaving defects, printing matter to be printed in green colour for both sides as per art work. Each bag shall contain a packing slip bearing batch nos. with the information of type of feed, feed recommended for cattle yielding milk, feed to be fed for the body maintenance of animals and feed to be fed for every liter of milk production.

Customer complaints:On analysis of the customer compliant(end user), if replacement is required the supplier shall arrange for replacement at his cost.

The quality of feed so supplied shall not cause any injury / damage to the animal. The losses if any arising out of such injury / damage shall have to be compensated fully by the supplier.

Transportation:Tenderer shall arrange transportation of cattle feed for minimum 2 to 3 DCS(10 MT) based on indent given by the milk unions on FOR DESTINATION.

Payment:Member Milk Unions will make payment before lifting cattle feed at Ex-factory.

Sd/-
Director (AH)

Signature of Tenderer.

SECTION VII : QUALIFICATION CRITERIA

1. (a) The tenderer should be a Manufacturer and Must have cattle feed processing unit along with facilities to store Raw Material / finished feed and shall possess valid licence to manufacture balanced cattle feed of 200 MT per day as on the date of opening of tender.

(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

(ii) the tenderer, as authorized representative, has supplied, the Goods/Material (s) similar to the type specified in the ‘Schedule of Requirements’ up to at least 30% of the quantity any one of the last three years

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.

(Please see Clause 11.2 (b) of the Instructions to Tenders)
Proforma for performance statement for the last Five years

SECTION XII

Name of the Firm.....

Order Placed by (Full Address of hirer	Order No. & Date	Description & Quantity of supply / job work Ordered	Value Of Order	Date of Completion of Delivery As per Contract / Actual	Remarks Indicating Reasons for Late delay If any	Has the Factory/ equipment been satisfactorily Functioning. (Attach a Certificate from the KMF) + license to manufacture feed

1. Name of the firm

Address of Reg. Office	STD code	Phone (O)	Phone ®	Fax No.	E-mail No

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

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

5.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)

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

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

8. Year of establishment of firm

9. Year of commencement of commercial Production :

10. Name of the production in charge with technical: Background and experience in the line

11. DATA ON FACTORY / PRODUCTION / PROCESSING FACILITY

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

12 GST Number :

13. Insurance certificate no & copy of insurance certificate

14. Income Tax PAN certificate No. :
& date (Please enclose copy) shall
Also enclose income tax returns for last 3 years

15. license to manufacture balanced cattle feed For not less than 60 MTs per day and its Validity period :

16. Any other information you like to furnish :

Signature of Tenderer.

TENDERERS DATA

Sl No.	Name & address	
1	Phone (O)	
2	Mobile No.	
3	E-mail Id	
4	GST No. (Submit Copy of Registration Certificate)	
5	Company / Traders PAN No.& Date	
6	APMC License Copy	

DECLARATION

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

Place:

Date:

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

SECTION VIII : TENDER FORM

Date:.....

IFT No.....

TO:

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

Gentlemen and/or Ladies:

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

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

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

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

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

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any tender you may receive.

We clarify/confirm that we comply with the eligibility requirements as per ITT Clause 1 of the tender documents.

Dated this.....day of.....200.....

(Signature)

(in the capacity of)

Duly authorized to sign Tender for and on behalf of :

CHECK LIST

1	Whether the prescribed EMD is furnished	Yes : No.
2	Whether statutory documents furnished	Yes : No.
3	Whether details of tenderers' Bio-data Buyers details are furnished	Yes : No
4	Whether Technical Tender – Part-I, Tender Terms and Conditions duly signed	Yes : No
5	Whether price schedule of the commercial Tender – Part-II tender duly filled-up in figures and words.	Yes : No
6	Whether registration certificate / attached.	Yes : No
7	APMC / Traders Certificate attached	Yes : No

Date:

Signature of Tenderer

Address

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

Mob No.....

e-mail

KARNATAKA COOPERATIVE MILK PRODUCERS' FEDERATION LTD.

KMF COMPLEX, DR.MH.MARIGOWDA ROAD, D.R.COLLEGE POST, BANGALORE-29

GST No.29AAAA1110G1Z7

Email : purchase@kmf.coop

As per Government Circular No.FD/165/Expenditure-12/2017, Dated 21.03.2017 PRICE SCHEDULE to be mention in e-Portal under added statutory component with bifurcation

SL No.	Description	Amount (Rs.)
	Basic Price	
1	IGST	
2	SGST	
3	CGST	
4	Cost of PP Bag	
5	Freight	
6	GST on Freight	

THANK YOU

purchase@kmf.coop