

Shivamogga , Davanagere & Chitradurga Dist. Co-Operative Milk Producer's  
Societies Union Ltd  
Machenahalli, Nidige (Post), Shivamogga- 577 222.  
Phone No:08182-246161/246170 E-Mail:md shimul@yahoo.com Fax:08182-246284.

## **TECHNICAL TENDER PART-I**

**Tenderer has to upload technical documents and Commercial Quote in e-Procurement portal only, and also EMD to be paid in e-procurement.**

**SIGNATURE OF TENDERER**

Shivamogga , Davanagere & Chitradurga Dist. Co-Operative Milk Producer's  
Societies Union Ltd  
Machenahalli, Nidige (Post), Shivamogga- 577 222.  
Phone No:08182-246161/246170 E-Mail:md\_shimul@yahoo.com Fax:08182-246284.

**TENDER DOCUMENT FOR TRANSPORTATION OF MILK THROUGH ROAD MILK**  
**TANKERS ON CONTRACT BASIS FOR A PERIOD OF TWO YEARS**  
**UNDER E-PROCUREMENT**

**TENDER REFERENCE NO : SHIMUL/TRANSPORT/9088/2022-23 DATED:**  
**18.01.2023**

**DATE OF COMMENCEMENT OF SALE**  
**OF TENDER DOCUMENT : FROM 27.01.2023**

**LAST DATE FOR DOWNLOAD THE**  
**TENDER DOCUMENT : UP TO 27.02.2023**

**LAST DATE AND TIME FOR**  
**UPLOADING THE TENDERS : 27.02.2023 UP TO 17.30 PM**

**TIME AND DATE OF OPENING**  
**OF TENDERS : 01.03.2023 AT 11.30 AM**

**PLACE OF OPENING OF TENDERS : Shivamogga, Davanagere & Chitradurga Dist. Co- Operative**  
**Milk Producer's Societies Union Ltd.,**  
**Machenahalli, Nidige (Post), Shivamogga- 577 222.**

**ADDRESS FOR COMMUNICATION : THE MANAGING DIRECTOR,**  
**SHIVAMOGGA, DAVANAGERE & CHITRADURGA DIST.**  
**CO-OPERATIVE MILK PRODUCER'S SOCIETIES UNION**  
**LTD., MACHENAHALLI,**  
**NIDIGE (POST), SHIVAMOGGA.**

**SIGNATURE OF TENDERER**

Shivamogga , Davanagere & Chitradurga Dist. Co-Operative Milk Producer's  
Societies Union Ltd

Machenahalli, Nidige (Post), Shivamogga- 577 222.

Phone No:08182-246161/246170 E-Mail:md\_shimul@yahoo.com Fax:08182-246284.

**INVITATION FOR TENDER FOR TRANSPORTATION OF MILK THROUGH ROAD MILK  
TANKERS ON CONTRACT BASIS FOR A PERIOD OF TWO YEARS  
UNDER E-PROCUREMENT.**

**IFT NO.SDCMU/TRPT/9088/2022-23**

**Date: 18.01.2023**

1. Shivamogga Milk Union invites e-Tenders for Transportation of Milk through Insulated Road Milk Tankers between the District Milk Unions and to neighboring states for the period 2023-2024 and 2024-2025.
2. Tenderers are advised to note the qualification criteria specified in Section VII to qualify for award of the contract.
3. Interested parties can download the Tender documents from e-procurement website [www.shimul.coop](http://www.shimul.coop) from **27.01.2023 to 27.02.2023**. Interested tenderers may obtain further information from the above address. The SHIMUL will not be held responsible for the website problems if any, last date submission or non-receipt of the same.
4. Tenders must be accompanied by E.M.D amount of **Rs.1,00,000.00** per tender, will have to be in any one of the forms as specified in the tender document drawn in favour of e-procurement Government of Karnataka and shall have to be valid for 60 days beyond the validity of the tender i.e total for 135 days. Payment of EMD is compulsory for all Tenderers and previous EMD if any will not be adjusted against this Tender.
5. Tenderers must upload the tender (Technical+Commercial) on or before **27.02.2023 at 17.30 PM** and Technical Tender will be opened on **01.03.2023 at 11.30 AM**, in the presence of the tenderers or their authorized representatives who wish to attend.
6. Other details can be seen in the tender documents.

Sd/-  
MANAGING DIRECTOR  
SHIVAMOGGA, DAVANAGERE & CHITRADURGA  
DIST. CO-OPERATIVE MILK PRODUCER'S  
SOCIETIES UNION LTD

**SIGNATURE OF TENDERER**

## **INSTRUCTION TO TENDERERS**

### **. Introduction**

#### **1.0 Eligible Tenderers:**

- 1.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.
- 1.2 The tenderer should have minimum 05 No.s of tankers on his own name above 2012 model and the documents of vehicle should be uploaded.

#### **2.0 Cost of Tendering:**

- 2.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and MD, SHIMUL hereinafter referred to as "the Hirer", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Tender process.

### **B. The Tender Documents**

#### **3.0 Contents of Tender Documents:**

- 3.1 The type of Road Milk Tankers required, Tendering procedures and contract terms are prescribed in the Tender documents. In addition to the Invitation for Tenders, the Tender documents include:

#### **I. Technical Tender Part – I consists of:**

- (a) Instruction to Tenderers (ITT);
- (b) General Conditions of Contract (GCC);
- (c) Special Conditions of Contract (SCC);
- (d) Schedule of Requirements;
- (e) Technical Specifications;
- (f) Tender Form
- (g) Earnest Money Deposit Form;
- (h) Contract Form;
- (i) Performance Security Form;
- (j) Performance Statement Form;

#### **II. Commercial Tender Part – II consists of:**

- (a) Commercial Tender Part – II
- (b) Commercial Tender Rate Quote
- 3.2 The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tender documents. Failure to furnish all information required by the Tender documents or submission of a Tender not substantially responsive to the Tender documents in every respect will be at the Tenderers risk and may result in rejection of its Tender.

#### **4.0 Amendment of Tender Documents:**

- 4.1 At any time prior to the deadline for submission of Tenders, the Hirer 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.
- 4.2 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.

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- 4.3 In order to allow prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, SHIMUL, at its discretion, may extend the deadline for the submission of Tenders.

### **C. Preparation of Tenders**

#### **5.0 Language of Tender:**

- 5.1 The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Hirer, 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.

#### **6.0 Documents Comprising the Tender:**

- 6.1 The Tender prepared by the Tenderer shall comprise the following components:
- (a) A Technical Tender Form Part – I and a Rate Schedule Commercial Tender Part – II completed in accordance with ITT **Clause** 7, 8, and 9;
  - b) Documentary evidence established in accordance with ITT **Clause** 10 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** 11 that the Road Milk Tanker and ancillary services to be provided by the Tenderer are eligible Road Milk Tankers and services and conform to the Tender documents;
  - (d) Earnest money deposit furnished in accordance with ITT **Clause** 12.

#### **7.0 Tender Form:**

- 7.1 The Tenderer shall complete the Tender Form and the Rate Schedule furnished in the Tender documents, indicating the type of Road Milk Tankers, certificate copy of the registration, copy of the insurance coverage certificate, Tax paid details & permit to be provided, a brief description of the Road Milk Tankers.

#### **8.0 Tender Rates:**

- 8.1 The Tenderer shall indicate on the Rate Schedule the unit rate and total Tender rate of the Road Milk Tankers it proposes to provide under the Contract. However, Tenderers shall quote for the complete requirement of Road Milk Tankers and services specified under each schedule on a single responsibility basis, failing which such Tenders will not be taken into account for evaluation and will not be considered for award.
- 8.2 Rates indicated in the Rate Schedule shall be entered separately in the following manner:
- (i) The rate to be quoted (including all expenses such as fuel, salary of staff, taxes, repairs and maintenance, Milk insurance and Tanker insurance already paid or payable,) for the specifications shall be:

Sl. No	Destination (By shortest route through city limits)	No. of Vehicles to be Provided	Vehicle capacity		
			15000 KGS	19000 KGS	24000 KGS
I	Shivamogga Milk Union, Shivamogga Dairy/ Davanagere Dairy/Honnali CC/Hosadurga CC/Chitradurga CC/ Tadagani CC/ Anandapura CC/ Challakere CC to Within the State.	As per Union/Dairy requirement from time to time			
II	Shivamogga Milk Union, Shivamogga Dairy/ Davanagere Dairy/Honnali CC/Hosadurga CC/ Chitradurga CC/ Tadagani CC/ Anandapura CC/ Challakere CC to Outside the State.	" do "	"do"	"do"	" do"
II	Shivamogga Milk Union, Shivamogga Dairy/ Davanagere Dairy/Honnali CC/Hosadurga CC/Chitradurga CC/ Tadagani CC/ Anandapura CC/ Challakere CC to Dakshina Kannada Milk Union.	" do "	"do"	"do"	" do"

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- (ii) The Tenderer shall be responsible for all statutory & other liabilities to be circulated from time to time during the tenure of the contract.
- (iii) \* Within the state means Chilling center to DAIRIES/UNIONS/UNITS, Inter Union & Inter Dairy.

8.3 The break-up of the rate components indicated in the price quote of the tender shall be in accordance with ITT **Clause** 8.2 above and shall be solely for the purpose of facilitating the comparison of Tenders. This will not in any way limit the Hirer's right to contract on any of the terms offered.

8.4 Rates quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account subject to revision in diesel prices by GOI and as per RTO rule and availability of weighbridge capacity at different conversion unit 20% pro-reta will be given to all capacity tankers

Tender submitted with an adjustable rate quotation will be treated as non-responsive and rejected, pursuant to ITT **Clause** 20.

### **9.0 Tender Currency:**

9.1 Rates shall be quoted in Indian National Rupees (INR)

### **10.0 Documents Establishing Tenderer's Eligibility and Qualifications:**

10.1 Pursuant to ITT **Clause** 6, 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

10.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if the Tender is accepted, shall establish to the Hirer's satisfaction:

- (a) That, in the case of a Tenderer offering to provide Road Milk Tankers under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized (as per authorization form in Section XIII) by the Road Milk Tanker Owner to provide the Road Milk Tankers in India. (The item or items for which Owner's Authorization Road Milk Tankers is required should be specified)

**Note:** Tender for any particular item in each schedule of the Tender should be from one owner only. Tenders from agents offering Tender from different owner's for the same Road Milk Tanker of the schedule in the Tender will be treated as non-responsive).

- (b) That the Tenderer has the financial and technical, capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VII. To this end, all Tenders submitted shall include the following information:

- (i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;
- (ii) Details of experience and past performance of the Tenderer on tankers offered and on those of similar nature within the past TWO years' and details of current contracts in hand and other commitments (suggested pro-forma given in Section XII);
- (ii) The tenderer should submit Experience certificate of Milk transportation from any milk union under Karnataka Milk Federation for minimum Two years service.

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### **11.0 Documents Establishing Road Milk Tankers Eligibility and Conformity to Tender Documents:**

- 11.1 Pursuant to ITT **Clause 6**, the Tenderer shall furnish, as part of its Tender, documents establishing the eligibility and conformity to the Tender documents of all Road Milk Tankers and services, which the Tenderer proposes to provide under the contract.
- 11.2 The documentary evidence of conformity of the Road Milk Tankers and services to the Tender documents may be in the form of literature, drawings and data, and shall consist of:
- (a) A detailed description of the essential technical and performance characteristics of the Road Milk Tankers and proof of Ownership of the Vehicles.

### **12.0 Earnest Money Deposit:**

- 12.1 Pursuant to ITT **Clause 6**, the Tenderer shall furnish, as part of its Tender, earnest money deposit of the amount as specified in Section-V-Schedule of Requirements.
- 12.2 The earnest money deposit is required to protect the Hirer against the risk of Tenderer's conduct, which would warrant the security's forfeiture, pursuant to ITT **Clause 12.7**.
- 12.3 An E.M.D amount of Rs.50,000/- **FOR EACH TENDER** 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 National Bank branches located across the country (not through Bank Guarantee)** and will be maintained in the Government central pooling account. 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 received for all the tenders floated through e-procurement platform will be collected and maintained in a central pooling account.
- 12.4 Any Tender not secured in accordance with ITT **Clause 13.1** and the Hirer as non-responsive, pursuant to ITT **Clause 22**, will reject 13.3 above.
- 12.5 Refund of EMD:  
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.
- 12.6 No earlier EMD or Performance guarantee are transferable against present Tenders. Therefore submission of fresh EMD along with the Tender is mandatory. Tender without EMD will be rejected.
- 12.7 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 SHIMUL 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 26** or
    - (ii) To upload Performance Security in accordance with ITT **Clause 25**

### **13.0 Period of Validity of Tenders:**

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- 13.1 Tenders shall remain valid for 90 days after the deadline for submission of Tenders prescribed by the Hirer pursuant to ITB **Clause 17**. The Hirer as non-responsive shall reject a Tender valid for a shorter period.
- 13.2 In exceptional circumstances, the Hirer 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 cable or telex or fax). The earnest money deposit provided under ITT **Clause 12** shall also be suitably extended.
- 13.3 Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its Tender.

**14.0 Format and Signing of Tender:**

- 14.1 The Tenderer shall prepare & submit the tender in e-procurement portal, duly signed by the tenderer or the person authorized to bind the tenderer to the contract.
- 14.2 The tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to bind the tenderer to the Contract. The letter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialed by the persons signing the tender.
- 14.3 Any alterations, erasures or overwriting shall be valid only if the persons or persons signing the Tender initial them.

**D. Submission of Tenders:**

**15.0 Sealing and Marking of Tenders: NOT APPLICABLE**

**16.0 Deadline for Submission of Tenders:**

- 16.1 Tenders must be uploaded by the Tenderer as per the time and date specified in the Invitation for Tenders (Section I).
- 16.2 The Hirer may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITT **Clause 4**, in which case all rights and obligations of the Hirer and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

**17.0 Late Tenders:**

- 17.1 Any tender received by the Hirer after the deadline for uploading shall be rejected.

**18.0 Modification and Withdrawal of Tenders:**

- 18.1 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 Hirer prior to the deadline prescribed for submission of Tenders.
- 18.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITT **Clause 15**. 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.
- 18.3 No Tender may be modified subsequent to the deadline for submission of Tenders.
- 18.4 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 Tender's Forfeiture of its earnest money deposit, pursuant to ITT **Clause 12.7**.

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

### **19.0 Opening of Tenders by the Hirer:**

19.1 The Hirer will open all Tenders, in the presence of Tenderers representatives who choose to attend, **at 11.30 AM on 06.02.2023 at the** following location:**SHIMUL, Machenahalli Nidige (Post), Shivamogga.** 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 Hirer, the Tenders shall be opened at the appointed time and location on the next working day.

The Tenderer's names, Tender modifications or withdrawals, discounts, and the presence or absence of requisite Tender security and such other details as the Hirer at its discretion, may consider appropriate, will be announced at the opening. No Tender shall be rejected at Tender opening, except for late Tenders, which shall be returned unopened to the Tenderer pursuant to ITT **Clause 17**.

19.2 Tenders (and modifications sent pursuant to ITT **Clause 18.2**) that are not opened and read out at Tender opening shall not be considered further for evaluation, irrespective of the circumstances.

19.3 The Hirer will prepare minutes of the Tender opening.

### **20.0 Preliminary Examination:**

20.1 The Hirer 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 owner as per Section XIII, shall be treated as non-responsive.

20.2 Where the Tenderer has quoted for more than one schedule, if the Tender security furnished is inadequate for all the schedules, the Hirer shall take the rate Tender into account only to the extent the Tender is secured. For this purpose, the extent to which the Tender is secured shall be determined by evaluating the requirement of Tender security to be furnished for the schedule included in the Tender (offer) in the serial order of the Schedule of Requirements of the Tender document.

20.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit rate and the total rate that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total rate shall be corrected. If there is a discrepancy between words and figures, the lower 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

20.4 The Hirer may waive any minor informality or non-conformity or irregularity in a Tender which does not constitute a Tanker deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.

20.5 Prior to the detailed evaluation, pursuant to ITT **Clause 21**, the Hirer 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 Tanker deviations. Deviations from or objections or reservations to critical provision such those concerning Performance Security (GCC **Clause 6**). Warranty (GCC **Clause 14**), Force Majeure (GCC **Clause 24**), Limitation of liability (GCC **Clause 28**), Applicable law (GCC **Clause 30**), and Taxes & Duties (GCC **Clause 32**) will be deemed to be a Tanker deviation. The Hirer's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.

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

### **21.0 Evaluation and Comparison of Tenders:**

- 21.1 The Hirer will evaluate and compare the Tenders, which have been determined to be substantially responsive, pursuant to ITT **Clause 20** 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 8**, Tenderer's 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 Hirer in deciding award(s) for each schedule.
- 21.2 The Hirer's evaluation of a Tender will exclude and not take into account:  
Any allowance for rate adjustment during the period of execution of the contract, if provided in the Tender.
- 21.3 The Hirer's evaluation of a Tender will take into account, in addition to the Tender rate. (Ex-factory/ex-warehouse/off-the-shelf rate of the Road Milk Tankers offered from within India, such rate to include all costs as well as duties and taxes paid or payable on components and raw Tanker incorporated or to be incorporated in the Road Milk Tankers, and Excise duty on the furnished Road Milk Tankers, if payable) and rate of incidental services, the following factors, in the manner and to the extent indicated in ITT **Clause 21.4** and in the Technical Specifications. **NOT APPLICABLE**
- a) Cost of inland transportation, insurance and other costs within India incidental to the delivery of the road milk tanker to their final destination;
  - b) Delivery schedule offered in the Tender;
  - c) Deviations in payment schedule from that specified in the Special conditions of Contract.
  - d) The cost of components, mandatory spare parts and service.
  - e) The availability in India of spare parts and after-sales services for the Road Milk Tankers / tanker offered in the Tender;
  - f) The projected operating and maintenance costs during the life of the tanker; and
  - g) The performance of productivity of the tanker offered.

Pursuant to ITT **Clause 21.3**, one or more of the following evaluation methods will be applied:

The Hirer requires that the Road Milk Tankers under Invitation for Tenders shall be as per the requirements of the Hirer. Any delay in providing the Road Milk Tankers or Road Milk Tankers reaching at the place indicated will attract penalty to be decided by the Hirer. The Road Milk Tankers so provided shall report at the time and place indicated in the work order.

### **22.0 Contacting the Hirer:**

- 22.1 Subject to ITT **Clause 20**, no Tenderer shall contact the Hirer on any matter relating to its Tender, from the time of the Tender opening to the time the Contract is awarded. The Tenderer wishes to bring additional information to the notice of the Hirer should do so in writing.
- 22.2 Any effort by a Tenderer to influence the Hirer in its decisions on Tender evaluation, Tender comparison or contract award may result in rejection of the Tenderer's Tender.

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## **E. Award of Contract**

### **23.0 Post qualification:**

- 23.1 In the absence of pre-qualification, the Hirer 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** 10.2(b) and is qualified to perform the contract satisfactorily.
- 25.2 The determination will take into account the Tenderer's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the tenderer, pursuant to ITT **Clause** 10, as well as such other information as the Hirer deems necessary and appropriate.
- 25.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's Tender, in which event the Hirer will proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

### **26.0 Award Criteria:**

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

### **27.0 Hirer's right to vary Quantities at Time of Award - NOT APPLICABLE**

### **28.0 Hirer's Right to Accept Any Tender and to reject any or All Tenders**

- 28.1 The Hirer reserves the right to accept or reject any tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.
- 28.2 SHIMUL reserves the right to recover the direct losses and consequential losses if any, arising out of usages of Tankers provided by the Contractor. The recovery of loss could be from both the present pending/future bills of the Contractor OR from the Security Deposit submitted by the Contractor.

### **29. Notification of Award**

- 29.1 Prior to the expiration of the period of Tender validity, the Hirer will notify the successful Tenderer in writing by registered letter or by whatsapp message, to be confirmed in writing by registered letter, that is Tender has been accepted.
- 29.2 The notification of award will constitute the formation of the Contract.
- 29.3 Upon the successful Tenderer's furnishing of performance security pursuant to ITT **Clause** 31, the Hirer will promptly notify the name of the winning Tenderer to each un-successful Tenderer and will discharge its earnest money deposit, pursuant to ITT **Clause** 12.
- 29.4 If, after notification of award, a Tenderer wishes to ascertain the grounds on which its Tender was not selected, it should address its request to the MD – SHIMUL, The MD - SHIMUL will promptly respond in writing to the unsuccessful Tenderer.

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### **30.0 Signing of Contract**

- 30.1 At the same time as the Hirer notifies the successful Tenderer that Tender has been accepted, the Hirer will send the Tenderer the Contract Form provided in the Tender documents, incorporating all agreements between the parties.
- 30.2 Within 7 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Hirer.

### **31.0 Performance Security**

- 31.1 Immediately on receipt of notification of award from the Hirer, the successful Tenderer shall furnish the performance security of Rs.1,00,000 for each tanker in the form of Demand Draft. valid for the period contract including extension period in the name of the Hirer accordance with the Conditions of Contract, in the Performance Security Form provided in the Tender documents or in another form acceptable to the Hirer.

Alternatively the Contractors should keep Security Deposit in the form of Cash as per the details indicated below:

SL. NO	NO. OF TANKERS	SECURITY DEPOSIT IN THE FORM OF CASH (Rs. in lakhs)	USAGE OF TANKER PER DAY PER CONTRACTOR
1	One Tanker	1.00	1 Tanker only
2	Two to Five Tankers	2.00	2 Tankers only
3	Six to Ten Tankers	4.00	4 Tankers only
4	11 to 15 Tankers	6.00	6 Tankers only
5	15 to 20 Tankers	8.00	8 Tankers only

- 31.2 Failure of the successful Tenderer to comply with the requirement of ITT **Clause** 30.2 or ITT **Clause** 31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Hirer may make the award to the next lowest evaluated Tenderer or call for new Tenders.

### **32. 0 Corrupt or Fraudulent Practices**

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

- (a) Defines, for the purposes of this provision, the terms set forth as follows:
  - (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender rates at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;
- (b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any Time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract. Furthermore, Tenderers shall be award of the

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provision stated in sub-clause 4.4 and sub-clause 23.1 of the General Conditions of Contract.

### **33.0 OTHER CONDITIONS OF CONTRACT**

- 33.1 The Contractor shall maintain the Road Milk Tankers in hygienic condition
- 33.2 The Road Milk Tankers should be delivered at prices applicable as decided by SHIMUL
- 33.3 The Contractor shall provide Road Milk Tankers of mentioned capacity as per the specifications provided by SHIMUL for the prescribed routes provided by SHIMUL.
- 33.4 The Contractor shall submit the bills on monthly basis along with the log sheets and the actual kilometer run reading indicating other necessary details, duly signed by receiving Dairy Officials. On verifying the said claims of the Contractor the payment will be released after deducting statutory recoveries if any as per the provisions of the laws.
- 33.5 The Contractor shall run the Road Milk Tankers in the routes both for upcountry and local on stipulated days as specified by the Hirer, which shall include Sundays, and general holidays. Failure to run the Road Milk Tankers on stipulated days as specified by the Hirer will attract a penalty of Rs.500/- per hour shall be levied on the Contractor for delayed hours, if any, over & above the scheduled time. However, a grace duration time of 4 hours per trip shall be allowed, if the quality of milk found to be good. The Contractor shall further ensure that the Road Milk Tankers runs in all the points indicated in the route without any lapse / relaxation.
- 33.6 The Contractor shall provide required no of drivers and cleaners for each trip. But the Contractor shall pay the salary and other benefits. Under no circumstances the driver and cleaner can be considered as SHIMUL employee .
- 33.7 **The increase/decrease in the HSD prices by GOI shall be applicable on the basis of mileage of 3.5/3.25 & 3.00 kms per litre of diesel for 15000, 19000 & 24000 kgs Capacity Tankers respectively and such increase/decrease will come into effect from the date of notification. The basis for such calculation will be on 3.5/3.25 & 3.00 kms per litre of diesel for 15000, 19000 & 24000 kgs Capacity Tankers respectively.**
- 33.8 The contract would be subject to termination with 15 days notice; in case of services are not satisfactory
- 33.9 The Contractor shall procure/renew all license/certificate from the respective authorities as per the prevailing acts and in case of default the Contractor shall solely be responsible for the consequence.
- 33.10 During the period of contract the Contractor is not eligible for any payment for such period of non-operation of the Road Milk Tankers.
- 33.11 **Operation of the Road Milk Tankers:** - SHIMUL will provide the details of the places to be covered by the said Road Milk Tankers. The Contractor shall strictly comply and run the Road Milk Tankers as per the schedule of the routes given. The Road Milk Tankers shall run in District Milk Unions in Karnataka, Inter union & the States of Kerala, Andhra pradesh, Maharastra, Tamilnadu, Pondicherry and Goa as decided by KMF & SHIMUL. However the payment will be made only for the trip made on such occasions on kilometer basis for outside the state Transportation.

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## **GENERAL CONDITIONS OF CONTRACT**

### **1.0 Definitions**

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

- a) "The Contract" means the agreement entered into between the Hirer 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 Rate" means the rate payable to the Contractor under the Contract for full and proper performance of its contractual obligations;
- c) "The Road Milk Tankers" means all the equipment, machinery, and/or other Tankers, which the Contractor is required to provide to the Hirer under the Contract;
- d) "Services" means services ancillary to provide the Road Milk Tankers, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Contractor covered under the Contract;
- e) "GCC" mean the General Conditions of Contract contained in this section.
- f) "SCC" mean the Special Conditions of Contract
- g) "The Hirer" means the organization hiring the Road Milk Tankers, as name in SCC.
- h) "The Hirer's country" is the country named in SCC.
- i) "The Contractor" means the individual or firm providing the Road Milk Tankers and Services under this Contract.
- j) "The Government" means the Government of Karnataka State.
- k) "The Project Site", where applicable, means the place or places named in SCC.

1.2 **"Day" means calendar day.**

### **2.0 Application:**

2.1 These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

### **3.0 Standards:**

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

### **4.0 Uses of Contract Documents and Information; Inspection and Audit by the Government:**

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

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- 4.3 Any document, other than the Contract itself, enumerated in GCC **Clause 4.1** shall remain the property of the 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 Government 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 Government, if so required by the Government.

#### **5.0 Patent Rights:**

- 5.1 The Contractor shall indemnify the Hirer against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Road Milk Tankers or any part thereof in India.
- 6.0 The proceeds of the performance security shall be payable to the Hirer as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.
- 6.1 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
- a) A Bank Guarantee issued by a Nationalized/Scheduled bank in the form provided in the Tender documents or another form acceptable to the Hirer;
  - b) A Crossed Demand Draft or Pay order drawn in favour of the Hirer.
- 6.2 The Performance Security will be discharged by the Hirer and returned to the Contractor not later than 60 days following the date of completion of the Contractor's performance obligations, including any Extension period under the Contract.
- 6.3 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 extension period.

#### **7.0 Inspections and Tests:**

- 7.1 The Hirer or its representative shall have the right to inspect and/or to test the Road Milk Tankers to confirm their conformity to the Contract specifications at no extra cost to the Hirer. SCC and the Technical Specifications shall specify what inspections and tests the Hirer requires and where they are to be conducted. The Hirer shall notify the Contractor in writing in a timely manner of identification of any representatives retained for these purposes.
- 7.2 The inspections and tests may be conducted on the premises of the Contractor or its sub Contractor(s), at point of delivery and/or at the Road Milk Tankers final destination. If conducted on the premises of the Contractor or its sub Contractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Hirer.
- 7.3 Should any inspected or tested Road Milk Tankers fail to conform to the specifications, the Hirer may reject the Road Milk Tankers and the Contractor shall either replace the rejected Road Milk Tankers or make alterations necessary to meet the specification requirements free of cost to the Hirer.
- 7.4 The Hirer's right to inspect, test and, where necessary, reject the Road Milk Tankers after the Road Milk Tankers arrival at Project Site shall in no way be limited or waived by reason of the Road Milk Tanker having previously been inspected, tested and passed by the Hirer or its representative prior to the Road Milk Tankers shipment.

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- 7.5 Nothing in GCC **Clause 7** shall in any way release the Contractor from any warranty or other obligations under this Contract.

**8.0 Manuals and Drawings: NOT APPLICABLE**

- 8.1 Before the Road Milk Tanker are taken over by the Hirer, the Contractor shall provide operation and maintenance manuals together with drawings of the Road Milk Tanker. These shall be in such detail as will enable the Hirer to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications – **NOT APPLICABLE**.
- 8.2 The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract – **NOT APPLICABLE**
- 8.3 Unless and otherwise agreed, the Road Milk Tanker shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been provided to the Hirer- **NOT APPLICABLE**.

**9.0 Packing – NOT APPLICABLE**

**10.0 Delivery and Documents:**

- 10.1 Delivery of the Road Milk Tankers shall be made by the Contractor in accordance with the terms specified by the Hirer in the Notification of Award. The details of shipping and/or other documents to be furnished by the Contractor are specified in SCC.

**11.0 Insurance:**

- 11.1 The Road Milk Tankers provided under the contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

**12.0 Transportation – NOT APPLICABLE**

**13.0 Incidental Services: NOT APPLICABLE**

**16.0 Payment:**

- 16.1 The method and conditions of payment to be made to the Contractor under this Contract shall be specified in the SC.
- 16.2 The Contractor's request(s) for payment shall be made to the Hirer in writing, accompanied by an invoice describing, as appropriate, the Road Milk Tankers delivered and the Services performed, and by documents, submitted pursuant to GCC **Clause 9**, and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the Hirer but in no case later than Fifteen (15) days after submission of the invoice or claim by the Contractor.
- 16.4 Payment shall be made in Indian Rupees by cheque /Demand Draft/RTGS at the cost of the Contractor.

**17.0 Rates:**

- 17.1 Rates payable to the Contractor as stated in the contract shall be firm during the performance of the contract.

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- 17.2 The contract rate means the finalized rate, payable to the Contractor/Contractor under the contract for Tender and also for the full & proper performance of the contractual obligations.
- 17.3 The contract rate shall remain constant for the period of contract unless there is revision in Diesel price by Government of India.
- 17.4 On any other account increase/decrease in rate will not be allowed during the contract period except revision in diesel prices by Government of India

#### **18.0 Change Orders:**

- 18.1 The Hirer may at any time, by written order given to the Contractor pursuant to GCC **Clause** 31, make changes within the general scope of the Contract in any one or more of the following:
- a) Drawings, designs, or specifications, where Road Milk Tanker to be furnished under the Contract are to be specifically manufactured for the Hirer;
  - b) The method of display / sale
  - c) The places to be covered for display
  - d) The Services to be provided by the Contractor.

#### **19.0 Contract Amendments:**

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

#### **20.0 Assignment:**

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

#### **22.0 Delays in the Contractor's Performance:**

- 22.1 Performance of the Services shall be made by the Contractor in accordance with the time schedule specified by the Hirer in the Schedule of Requirements.
- 22.2 If at any time during performance of the Contract, the Contractor or its sub-contract(s) should encounter conditions impeding timely delivery of the Road Milk Tankers and performance of Services, the Contractor shall promptly notify the Hirer 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 Hirer shall evaluate the situation and may, at its discretion, extend the Contractor's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 22.3 Except as provided under GCC **Clause** 24, a delay by the Contractor in the performance of its provide obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC **Clause** 22, unless an extension of time is agreed upon pursuant to GCC **Clause** 21.2 without the application of liquidated damages.

#### **23.0 Liquidated Damages:**

- 23.1 Subject to GCC **Clause** 24, if the Contractor fails to perform the Services within the period(s) specified in the Contract, the Hirer 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 Hirer may consider termination of the Contract pursuant to GCC **Clause** 23.

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**24.0 Termination for Default:**

- 24.1 The Hirer 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 provide any or all of the Road Milk Tankers within the period(s) specified in the Contract, or within any extension thereof granted by the Hirer pursuant to GCC **Clause 21**; or
  - b) If the Contractor fails to perform any other obligation(s) under the Contract.
  - c) If the Contractor, in the judgment of the Hirer has engaged in corrupt or fraudulent practices in competing for an in executing the Contract.

For the purpose of this **Clause**:

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

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

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

**25.0 Force Majeure:**

- 25.1 Notwithstanding the provisions of GCC **Clause 21, 22, 23**, the Contractor 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.
- 25.2 For purposes of this **Clause**, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may included, but are not limited to, acts of the Hirer either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 25.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Hirer in writing of such conditions and the cause thereof. Unless otherwise directed by the Hirer in writing, the Contractor 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.

**26.0 Termination for Insolvency:**

- 26.1 The Hirer 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 Hirer.

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**27.0 Termination for Convenience:**

- 27.1 The Hirer, 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 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.

**28.0 Settlement of Disputes: NOT APPLICABLE**

- 28.1 The Hirer 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.
- 28.2 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 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.
- 28.3 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 provision of the Road Milk Tankers under the Contract.
- 28.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 28.5 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 Hirer shall pay the Contractor any monies due for the Contractor.

**29.0 Limitation of Liability:**

- 29.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to **Clause 5**,
- (a) The Contractor shall not be liable to the Hirer, 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 Hirer; and
  - (b) The aggregate liability of the Contractor to the Hirer, 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.

**30.0 Governing Language:**

- 30.1 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.

**31.0 Applicable Law**

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

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**32.0 Notices**

- 32.1 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.
- 32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**33.0 Taxes and Duties**

- 33.1 Contractors shall be entirely responsible for all taxes, duties, license fees, Octroi, road permits, insurance, transit insurance for milk etc., during the period of contract

**SPECIAL CONDITIONS OF CONTRACT**

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

**1.0 Definitions:** (GCC **Clause** 1)

- (a) The Hirer is.....
- (b) The Contractor is.....

**2.0 Inspection and Tests:** (GCC **Clause** 7)

The Hirer requires the following inspection procedures and tests:

**3.0 Delivery and Documents** (GCC **Clause** 9) **NOT APPLICABLE**

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

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

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

**4.0 Incidental Services:** (GCC **Clause** 12) **NOT APPLICABLE**

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

**5.0 Payment** (GCC **Clause** 15) **NOT APPLICABLE**

On delivery & acceptance of Road Milk Tankers 100% of the contract rate shall be paid on receipt of Road Milk Tankers upon submission of the documents specified in SCC **Clause** 3

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above within 30 days after the date of acceptance certificate issued by the Hirer's representative for the respective delivery. NOT APPLICABLE

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

## **6.0 Settlement of Disputes (Clause 27) – NOT APPLICABLE**

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

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

## **7.0 Notices (Clause 31)**

For the purpose of all notices, the following shall be the address of the Hirer and Contractor:

Hirer: .....

.....

.....

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

.....

## **8.0 Progress of Provide:**

Contractor shall regularly intimate progress of provide, in writing, to the Hirer as under:

Quantity offered for inspection and date;

Quantity accepted/rejected by inspecting agency and date;

Quantity dispatched/delivered to consignees and date;

Quantity where incidental services have been satisfactorily completed with date;

Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Hirer with date;

Date of completion of entire Contract including incidental services, if any; and

Date of receipt of entire payments under the Contract

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(in case of stage-wise inspection, details required may also be specified).

**9.0 Right to use defective equipment: NOT APPLICABLE**

**10.0 Contractors Integrity:**

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

**11.0 Contractor's Obligations:**

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

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

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

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

**12.0 Patent Rights:**

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

**OTHER CONDITIONS OF CONTRACT TO MEET SPECIFIC REQUIREMENT OF SHIMUL**

**1.0. VALIDITY OF CONTRACT**

- 1.1 This contract shall be valid for a period of 2 (Two) years from the date of commencement of the contract.
- 1.2 The SHIMUL reserves the right to extend the contract period which shall be for a further period up to 90 days from the date of expiry.

**2.0 PERFORMANCE**

- 2.1 It should be the responsibility of the Contractor or his representative to deliver milk in good condition, fit for human consumption, and obtain due acknowledgement.
- 2.2 If the Contractor fails to provide such number of road milk tankers as once agreed specifically in this behalf within the prescribed period for such delivery or at any time repudiates the contract before the expiry of such period, the SHIMUL may:
  - a) Recover from the Contractor liquidated damages if the Contractor has failed to provide the road milk tankers and / or.

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- b) Arrange from elsewhere the required tankers without notice to the Contractor on the Contractor's account and also at the risk of the Contractor and / or.
- c) Cancel the contract fully or a portion thereof and forfeit or adjust the security deposit in whole or to the extent necessary and / or.
- d) Recover from the Contractor the extra cost if any, incurred by SHIMUL in procuring the road milk tankers from other sources.

**2.3.1** The Contractor's tanker/s shall not carry any passengers other than the driver and the cleaner or representative (s) of the concerned Dairies/Unions/Units in each tanker while carrying the milk.

**2.3.2** The Contractor or the manpower deployed by the Contractor should not do or cause to be done anything which would be detrimental or prejudicial to the interest of SHIMUL or the Unit/Dairy concerned. Any act of misconduct that would be detrimental or prejudicial to the interests of SHIMUL by the said Contractor or manpower deployed on behalf of the Contractor shall make the contract null and void besides levy of suitable penalty with disciplinary action at the discretion of the Hirer.

**2.3.3** The Contractor should act with great care & caution in the discharge of the contractual terms & **obligations** herein contained.

**2.4** The Contractor shall provide the list of vehicles with R.C. No & other details and shall deploy the same vehicles for transportation of milk.

### **3.0 THE DETAILS OF WORKS**

**3.1** The Contractor shall adhere to the time schedule fixed by ***the SHIMUL as per their directions from time to time*** on the basis of distances and conditions of the roads. The schedule must be prepared by the mutual consent within fortnight from the receipt of tankers.

**3.2** The normal running speed of the deployed tankers shall not be less than 30 kms per hour.

**3.3** (a) It shall be the responsibility of Dairies/Units to fix up and inform the Contractor about the distance between the two Points within 15 days of commencement of route. The payment of the transport bills of the Contractor should not be delayed on the grounds of not fixing the distance between the two points ***enroute***.

**(a) It shall be the responsibility of DAIRIES/UNITS to fix the distance between two points. DAIRIES/UNIONS/UNITS can unilaterally change the distance between two points (in case of any route deviation) and payments will be made according to new distance fixed up.**

**(b) If milk is transported from more than one chilling centre with in 24 hrs, payment will be made only on km basis.**

**3.4** The Contractor shall be prepared to run the tankers anywhere in the following States as and when requested by the Dairies/Units:

Maharastra, Kerala, Andhra Pradesh, Tamilnadu, Pondicherry and Goa and **Dairies/ Units and Unions within Karnataka.**

**3.5 Unions/Units must obtain tankers from allotted contractors only based on the requirement/preferences.**

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**3.7** The Contractor shall arrange for proper supervision for cleaning of tankers (as cleaning will be done by the Dairies/Unions/Units) and see that valves, gaskets, etc., of the outlets are *in tact*. Any claims from the Contractor for missing of valves, gaskets etc or any part there of after the exit from the Dairies/Unions/Units, shall not be entertained by the Hirer.

**3.8** The time schedule fixed by the Dairies/Unions/Units concerned must be adhered to strictly by the contractor. The tankers, immediately after loading / unloading, shall be given dispatch challan or proper acknowledgement and the tankers should start the journey and complete the same within the time schedule stipulated thereof by the Dairies/Unions/Units. The calculation of running schedule shall be based on the departure / arrival at the respective security gates of the concerned Dairies/Unions/Units. The drivers or the representatives of the Contractor must collect the dispatch challans or acknowledgements immediately after the loading / cleaning at the respective Dairies/Unions/Units and to reach the destination without any delay.

#### **4.0 WEIGHMENTS**

**4.1** The Contractor must ensure that the tankers loaded with Milk are properly sealed before leaving the Dairies/Unions/Units.

**4.2** If the receiving Dairies/Unions/Units notice any tampering of seals on the tankers, shortage of Fat / SNF and quantity shall be assessed to the Contractor at the selling price of Milk and the value of the shortage shall be deducted from the bills payable to the Contractor. If the seals are intact, then the Contractor shall not be held responsible. For any major shortage quantity or quality, contractor should inform the concerned dairy head immediately before leaving the premises of that dairy.

#### **5.0 PAYMENTS**

**5.1** The calculation of hire charges shall begin from the date and time of receipt of the tankers at the Dairy where the tanker /s is/are required.

**5.2** The Contractor shall raise fortnightly bills in triplicate for the hire charges and the Dairies/Unions/Units concerned shall arrange payments within fifteen days from the date of receipt of such bills by way of demand draft. **The Contractors will be eligible for payment of hire charges for minimum of 3750 kms per month (i.e 150 kms per day X 25 days in a month on yearly average basis), if the Tanker does not cover the minimum kms fixed in a month. Further, in case the Tankers are utilized for lifting milk/water on return trip, a lumpsum charge of Rs.1400-00 per trip is applicable for 15000 and 19000 liters each capacity respectively and Rs.1750-00 per trip is applicable for 24000 KGS RMT's.**

**5.3** The transportation bills submitted by the Contractor shall be certified by the dispatching Dairies/Unions/Units, only after receipt confirmation at the receiving Dairies/Unions/Units, with proper acknowledgements on the delivery challan. The dispatching Dairies/Units need not send bill to the receiving Dairies/Unions/Units for certification.

**5.4 Pro-rata will not be applicable for the vehicles of higher capacity other than prescribed by R.T.O.**

#### **6.0 TAX / TDS**

**6.1** The tankers provided by the Contractor shall possess valid intra & interstate permits and/or two point permit within Karnataka. All the vehicles should have valid comprehensive Insurance Policy, up-to-date tax paid receipts and drivers of the tankers should possess valid driving license for the tankers.

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- 6.2** As per notification No.33/2004 dated 3-12-2004 no Service tax is applicable \*\*\*\*\* on Transportation of Fruits, Vegetables or **Milk** by road in a goods carriage, w.e.f.01-01-2005
- 7.0 GENERAL CONDITIONS:**
- 7.1** The Contractor must give an identity slip duly signed by him to his manpower (drivers/cleaners) and such manpower shall only be permitted for entry in to the Dairies/Unions/Units in which case Xerox copy of the driving license shall be produced at the entrance.
- 7.2** **The Contractor shall deploy the tankers provided with stainless steel external body or external body painted with white colour so as to enable Dairies/Unions/Units of KMF to paint "nandini" logo on all sides.**
- 7.3** The Contractor shall paint the tanker body properly for decent up keep of the **NANDINI** tankers and maintain the over all look of the vehicle in proper condition before offering the vehicles for the present contract and also at periodic intervals during the contract period.
- 7.4** The delays due to checking by the RTOs, Police etc, shall be at the cost of the Contractor.
- 7.5** **It must be indicated in the R.C Book that the vehicle is milk Tanker.**
- 7.6** The Contractor shall be held responsible to make good the value of any loss resulting in any damage to the Tankers and buildings of SHIMUL/Units.
- 7.7** Complete loss to the vehicles, if any, occurred due to breakdown / accident shall be at the cost of the Contractor.
- 7.8** The Contractor shall not subject or transfer or assign the rights herein granted.
- 7.9** If in the interest of SHIMUL/Units, the terms and conditions are altered, amended or revised the new terms and conditions added from time to time by mutual consent in writing even after the contract is awarded shall be binding on the Contractor.
- 7.8** The tankers hired by Dairies/Unions/Units shall be subject to check by the security staff of SHIMUL/Units anywhere on routes from the time of loading of tankers at the Dairy until the empty tankers are returned to the Dairy.
- 7.9** The Milk Dairies/Unions/Units should send their indents for tankers of the Contractor 15 days in advance specifying the requirement of tankers within and outside the State (Karnataka). The Dairies/Unions/Units must utilize the tankers for a minimum period of two months. **15 days advance notice is to be served for sending the tankers back to the Contractor.**
- 7.10** The Dairies/Unions/Units should provide a copy of the challan containing the dispatch details for the use of the Contractor.
- 7.11** The arrival and departure timing shall be recorded in the form of continuous hour basis i.e., from 00.00 hours to 24.00 hours. Writing timing on 12 hours basis using a.m / p.m should be avoided.
- 7.12** **The rates quoted by the Contractor shall be inclusive of Transit Insurance charges for milk.** In case of any damage / loss of milk in transit, the Contractor shall, from his/her End, claim the transit insurance directly with the Insurance Co. from whom

**SIGNATURE OF TENDERER**

the Contractor has obtained the Insurance policy and the SHIMUL/Units will not be responsible for the losses incurred if any thereof by the contractor.

- 7.13** The Contractor shall not stop the tanker abruptly and in case, it is stopped, alternate tanker has to be arranged.
- 7.14** The driver should obtain in & out seal from the security at both loading / unloading Dairies & Chilling Centers.
- 7.15** Tankers should not be stopped for want of repairs, road permits, non- availability of drivers, etc.
- 7.16** The Dairies/Unions/Units should not give contract for transportation of milk in tankers to other parties.
- 7.17** If any employee/ representative of the Contractor is found, pilfering, adulterating and or destroying the milk and other items entrusted to the Contractor during the transportation or during loading and un-loading operations at the premises of the Union / CCs and or in transit, the Contractor shall be responsible for the loss and the Contractor shall make good all such losses incurred by the Union. Further, in case of dishonesty, misbehavior by tanker driver/cleaner, contract should responsible for immediate change of such employees. If any losses accrued entire contract period shall be assessed and recovered at twice the rates from the Contractor besides taking legal action and the Contractor shall be blacklisted.
- 7.18** Dedicated GPS monitoring system shall be in place to all the tankers. The GPS instrument should be fixed at a prominent visible position, which cannot be tampered or manipulated in the tanker.
- 7.19** The GPS instruments will be installed by the hirers and orders will be issued to contractors, not to switch off the GPS system during his travel (To & Fro from dairy to Dairy).
- 7.20** The contractor should submit installed GPS instrument after completion of tender period in a good condition to get the reimbursement of GPS amount which is deducted in the transport bill.
- 7.21** The contractor should provide the tanker having maximum 2 compartments. More than 2 compartment tankers will not be acceptable.
- 7.22** The Contractor / Firm shall comply with the provisions of the payment of Wages Act, 1936. Minimum wages act 1948, the employee's liability Act, 1923, Industrial Dispute Act, 1947. Workmen's compensation Act, 1923 (VIII of 1923) and other statutory obligations prevailing from time to time.
- 7.23** The Contractor/ Firm shall pay PF /ESI/Medical Expenses as per rules lay down in the respective Acts.
- 7.24** **The Road Milk Tankers offered for tender must be of the 2012 & above models incorporating the latest improvements in design & should have Speedo meter.**
- 7.25** **The contractors must have Food Safety & Standards Authority of India (FSSAI) license of Tankers.**
- 7.26** If the Contractor provides the vehicle of higher capacity than prescribed by R.T.O, then the risk of any R.T.O's objection and cost of milk has to be borne by the Contractor.

**SIGNATURE OF TENDERER**

- 7.27** The successful Contractor should adhere to the guidelines / Govt. orders issued from time to time by the State Govt. as well as Central Govt. with regard to the Age / Fitness Certificate/ Regulations issued by the R.T.O, etc. with regard to the permissibility of the vehicle on Road will be binding on the Contractor.

## **8.0 DISPUTES**

- 8.1** In case of any dispute regarding the contract the same shall have to be sorted out between the Contractor & the respective Dairies/Unions/Units. However, the unsolved issues could be referred to MD, SHIMUL. In such cases, the decision of the Managing Director, SHIMUL shall be final and binding on both the parties.
- 8.2** All costs consequent to violation of any statutory rules by the Contractor, such as Motor Vehicle Act, Traffic Rules, Compensation payable to the Driver and third parties consequent to accidents, shall be borne by the Contractor.

## **9.0 JURISDICTION**

- 9.1** This agreement is subject to the jurisdiction of the Courts at Bangalore which alone shall have jurisdiction in all the matters touching the terms and conditions herein contained. All other Courts other than the Courts at Bangalore are hereby excluded by the consent of the parties by the execution of these presents.

## **10.0 FORCE MAJEURE**

- 10.1** The terms and conditions, which have been agreed upon, shall be subject to the force majeure **clauses**. Neither the SHIMUL nor the Contractor shall be considered in default in performance of its obligations herein contained, if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion strikes, epidemics, accident, fire, wind flood, non availability of diesel, petrol and oil, earthquakes or because of any law and order, proclamations, regulation or ordinance of any Government or any act of God and for any other cause whether of similar or dissimilar nature beyond the control of the parties affected. Should one or both the parties be prevented from fulfilling the contractual obligations by a state of force majeure, lasting continuously for a period of three months, the parties should consult each other regarding the future implementations of the agreement.

## **11.0 FUEL PRICE REVISION**

- 11.1** During the contract period, notwithstanding anything consented on rates specified for providing the tankers whenever revision of prices are (Fuel – Diesel) made by Government, pro-rata increase/ decrease in rates shall be paid by the Unions / Dairies. **The basis for such calculation will be @ 3.5, 3.25 & 3.00 kms per ltr. Of diesel for 15000, 19000 & 24000 KGS capacity Tankers respectively.**

## **12.0 PENALTY**

- 12.1** **Penalty of Rs.200/-** per hour shall be levied to the Contractor for the delayed hours, if any, over & above the scheduled time. However, a grace duration time of 4 hours per trip shall be allowed, if the quality of milk found to be good.
- 12.2** If the driver of the tanker is found drunk, during duty hours or misbehavior creates an untoward incident, a penalty shall be levied by the Dairies/Unions/Units.
- 12.3** If the tanker goes out of order during transportation of milk, then the consequential losses shall be levied on the Contractor. The Contractor shall be informed of this in writing.

**SIGNATURE OF TENDERER**

### 13.0 AGREEMENT

**13.1** On awarding of the contract, the Contractor shall execute an agreement on a **stamp paper of value of Rs.200/-** in the prescribed format with the Shivamogga Milk Union.

### 14.0 TERMINATION OF AGREEMENT

Either of the party may terminate this agreement by giving to the other party 60 days notice in writing of its intension to do so.

### SCHEDULE OF REQUIREMENTS

(To be inserted in the Tender Documents by the Hirer, as applicable. The Schedule should cover, at a minimum, the required items, quantities, services, delivery period(s) and earnest money deposit (EMD))

#### Part – I

Sl. No	Destination (By shortest route through city limits)	No.of Vehicles to be Provided As per SHIMUL requirement from time to time	Vehicle capacity			EMD Amount (INR) 50000/- for each tender	Security Deposit 100000 for each tanker
			15000 KGS	19000 KGS	24000 KGS		
I	Shivamogga Milk Union, Shivamogga Dairy/ Davanagere Dairy/Honnali CC/Hosadurga CC/Chitradurga CC/ Tadagani CC/ Anandapura CC/ Challakere CC to Within the State.	" do "	" do "	" do "	" do "	"do "	" do "
II	Shivamogga Milk Union, Shivamogga Dairy/ Davanagere Dairy/Honnali CC/Hosadurga CC/Chitradurga CC/ Tadagani CC/ Anandapura CC/ Challakere CC to Outside the State.	" do "	" do "	" do "	" do "	"do "	" do "
III	Shivamogga Milk Union, Shivamogga Dairy/ Davanagere Dairy/Honnali CC/Hosadurga CC/Chitradurga CC/ Tadagani CC/ Anandapura CC/ Challakere CC to Dakshina Kannada Milk Union.	" do "	" do "	" do "	" do "	"do "	" do "

#### Part – II (Incidental Services) \*\*

The Hirer must specify here the date from which the date of schedule will start. The date should be either the date of contract award, or the date of contract signature, of the date of opening of letter of credit, or the date of confirmation of the Letter of Credit, as appropriate. The Tender Form should include only a cross-reference to this Schedule.

**\*\* Specify the required Incidental services**

### TECHNICAL SPECIFICATIONS – NOT APPLICABLE

#### Notes: \*

1. Text of Technical specifications to be inserted in the Tender Documents by the Hirer, as applicable
2. The Specifications should be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, Tankers, and performances of the Road Milk Tankers to be procured. Only if this is done will the objectives

**SIGNATURE OF TENDERER**

of economy, efficiency and fairness in procurement are realized, responsiveness of Tenders be ensured, and the subsequent task of Tender evaluation facilitated.

3. Where ever the Road Milk Tanker are covered by Bureau of Indian Standards, the references to the Standards should be given.
4. Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable, they should be followed by the words "or at least equivalent".

Delete the Notes in the final document.

**QUALIFICATION CRITERIA**  
**(Referred to in Clause 11.2(b) of ITT)**

1. (a) The Tenderer should be the owner who must have owned, tested and provided the Road Milk Tankers similar to the type specified in the 'Schedule of Requirements. The Road Milk Tankers offered for provide **must be of the 2012 & above models incorporating the latest improvements in design.**
  - (b) Tenders of Tenderers quoting as authorized representative of the owner, meeting with the above requirement in full, can also be considered provided:
  - (c) The owner furnishes authorization in the prescribed format assuring full guarantee and Extension period obligation as per GCC and SCC; and
2. The Tenderer should furnish the information on all past Tender and satisfactory performance for both (a) and (b) above, in pro-forma under Section XII.

**SECTION XII**

(Please see Clause 11.2 (b) of the Instructions to Tenders)  
Pro-forma for performance statement for the last TWO years

IFT No..... Date of opening..... Time.....Hours

Name of the Firm.....

Order Placed by (Full Address of Hirer)	Order No. & Date	Description & Quantity of Road Milk Tankers Ordered	Value Of Order	Date of Completion of Delivery As per Contract /Actual	Remarks Indicating Reasons for Late delay If any	Has the Road Milk Tankers been satisfactorily Functioning (Attach a Certificate from the Hirer)

**SIGNATURE OF TENDERER**

**ANNEXURE - A****DATA OF FIRM**

1. Name of the firm

<b>Address of Reg. Office</b>	<b>STD code</b>	<b>Phone (O)</b>	<b>Phone ®</b>	<b>Fax No.</b>	<b>E-mail ID</b>

2. Name and Designation of Principal Officer/  
Person to be contacted :3. Status (whether an individual/Partnership  
Firm/Public/Private Limited Company) :

4. In case Partnership Firm

a) Whether it has been registered :

b) If Registered provide certified, extract  
From the Registrar of firm :

c) Name of all Partners :

d) Details of Partnership deed  
(Please enclose copy of the same) :

5. If proprietary concern name and address  
Of the Proprietor :6. If Private/Public Limited Company, Please  
Enclose copy of Memorandum/Articles of  
Association :

7. Year of establishment of firm :

8. Year of commencement of commercial  
Business :9. Name of the production in charge with technical  
Background and experience in the line :

10. DATA - ON BIO-DATA OF CONTRACTOR:

<b>Location / Address of The Contractor</b>	<b>Telephone &amp; Mobile Nos.</b>	<b>Fax. No.</b>	<b>E-mail ID</b>

**SIGNATURE OF TENDERER**

11. Number of Branches with their  
Addresses, Telephone Nos etc.  
(If necessary, attach a list) :
12. Bankers with full address :
13. Number of Tankers owned :
  - a) Capacity:
  - b) Area we desire to serve :
14. Following particulars to be enclosed :
15. Registration No. and copy of Registration
16. State Sales Tax /VAT Registration No. :
17. Income Tax PAN certificate No. & date (Please enclose copy)

**DECLARATION**

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

Seal & Signature of the Tenderer

NB: Wherever it is not possible to write the particulars in the space provided, please attach separate sheets under the seal of your Company duly signed thereon.

**SIGNATURE OF TENDERER**

**SECTION VIII: TENDER FORM**

Date: .....

IFT No.....

TO: (Name and address of Hirer)

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Gentlemen / Ladies,

Having examined the Tender Documents including Addenda Nos..... (Insert numbers),  
the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide and  
delivery.....(Description of DECLARATION)

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

Seal &amp; Signature of the Tenderer

**SIGNATURE OF TENDERER**



**N.B:** Wherever it is not possible to write the particulars in the space provided, kindly attach separate paper under the seal of your Company duly signed.  
in conformity with the said Tender documents for the sum of..... (Total Tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Rates attached herewith and made part of this Tender.

We undertake, of our Tender is accepted, to deliver the Road Milk Tanker in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Tender is accepted, we will obtain Demand draft for a sum of Rs 1,00,000/- for each tanker for the due performance of the Contract, in the form prescribed by the Hirer or make cash deposit as indicated in GCC.

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

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

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

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

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

Dated this.....day of.....20.....

(Signature)

(in the capacity of)

Duly authorized to sign Tender for and on behalf of:

**SIGNATURE OF TENDERER**

**SECTION IX: EARNEST MONEY DEPOSIT - BANK GUARANTEE FORM-**  
**- NOT APPLICABLE**

Whereas.....(hereinafter called "the Tenderer") has submitted its Tender dated.... (Date of submission of Tender) for provide of .....(name and/or description of the Road Milk Tankers) (hereinafter called "the Tender").

KNOW ALL PEOPLE by these presents that WE.....(name of bank) of..... (name of country), having our registered office at.....(address of bank) (hereinafter called "the Bank), are bound unto .....(name of Hirer) (hereinafter called "the Hirer") in the sum of .....for which payment well and truly to be made to the said Hirer, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this.....day of .....20.....

THE CONDITIONS of this obligation are:

1. If the Tenderer

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

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

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

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

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

(Signature of the Bank)

Name of the Tenderer

**SIGNATURE OF TENDERER**

### **SECTION X: CONTRACT FORM**

THIS AGREEMENT made the .....day of.....20..... between..... (Name of Hirer) of.....(Country of Hirer) (hereinafter called "the Hirer") of the one part and .....(Name of Contractor) of.....(City and Country of Contractor) (hereinafter called "the Contractor") of the other part:

WHEREAS the Hirer is desirous that certain Road Milk Tankers and ancillary service viz..... (Brief Description of Road Milk Tankers and Services) and has accepted a Tender by the Contractor for providing of those Road Milk Tankers and services in the sum of..... (Contract Rate in Words and Figures) (Hereinafter called "the Contract Rate").

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

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a) The Tender Form and the Rate Schedule submitted by the Tenderer;
  - b) The Schedule of Requirements;
  - c) The Technical Specifications;
  - d) The General Conditions of Contract;
  - e) The Special Conditions of Contract; and
  - f) The Hirer's Notification of Award
3. In consideration of the payments to be made by the Hirer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Hirer to provide the Road Milk Tankers and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Hirer hereby covenants to pay the Contractor in consideration of the provision of the Road Milk Tankers and services and the remedying of defects therein, the Contract Rate 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.

Sl. No	Vehicle Specifications	No. of tankers to be supplied	Capacity of the Tanker			Rate per Kilometer (INR)			Rate per Return Trip (INR)		
1	Road Milk Tanker	as per clause No.9.2	15000 KGS.	19000 KGS	24000 KGS	15000 KGS.	19000 KGS	25400 KGS	15000 & 19000 KGS	25400 KGS	
									Rs.1000/-	Rs.1400/-	Rs.1750/-

Brief particulars of the Road Milk Tankers and services that shall be provided by the Contractor are as under:

**SIGNATURE OF TENDERER**

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said.....(For the Hirer)

In the presence of.....

Signed, Sealed and Delivered by the

Said.....(for the Contractor)

In the presence of.....

**SIGNATURE OF TENDERER**

**OWNERS' AUTHORIZATION FORM \***  
**(Please see Clause 11.2(a) of Instructions to Tenderers)**

IFT No.....dated

To

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Dear Sir.

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

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

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

Yours faithfully,

(Name)

(Name of owners)

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

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

**SIGNATURE OF TENDERER**

**ANNEXURE – B**

The Managing Director  
Shivamogga , Davanagere & Chitradurga Dist.  
Co-Operative Milk Producer's Societies Union Ltd  
Machenahalli, Nidige (Post), Shivamogga- 577 222.

Sir,

**Ref: Technical-cum-Commercial Tender Notification SHIMUL/TRANSPORT/9088  
/2022-23 DATED: 18.01.2023**

\*\*\*\*\*

With reference, I am / we are representing M/s..... participating for Biennial contract for transportation of milk, have read & understood the terms & conditions of tender. As per basic requirement of tender conditions, I am / we are herewith submitting the prescribed EMD through e-Procurement portal.

Thanking you,

Signature of the Tenderer

Name & address of the Firm

**PS:**

**1. The demand draft to be provided along with this schedule.**

**SIGNATURE OF TENDERER**

**CHECK LIST****TENDER FOR TRANSPORTATION OF MILK THROUGH ROAD MILK TANKERS ON  
CONTRACT BASIS FOR A PERIOD OF TWO YEARS**

PLEASE ENSURE COMPLIANCE OF THE UNDERMENTIONED TENDER PRE-REQUISITES:

1. Whether the EMD is submitted in E-procurement portal : YES / NO.
2. Whether the details of tenderers Bio-data furnished : YES / NO.
3. Whether the copies of latest tax certificate furnished : YES / NO.
4. Whether valid RC, FC, insurance and other related documents pertaining to Road Milk Tankers furnished : YES / NO.
5. Whether the commercial price quote duly filled in the part II uploaded : YES / NO.
6. Whether the copies of latest Income tax paid receipt furnished : YES / NO.
7. Whether the copies of latest FSSAI certificate furnished : YES / NO.
8. Whether the copies of Experience certificate furnished : YES / NO.

**Signature of Tenderer with Seal**

**SIGNATURE OF TENDERER**

Shivamogga , Davanagere & Chitradurga Dist. Co-Operative Milk Producer's  
Societies Union Ltd

Machenahalli, Nidige (Post), Shivamogga- 577 222.

Phone No:08182-246161/246170 E-Mail:md shimul@yahoo.com Fax:08182-246284.

**COMMERCIAL TENDER PART-II**

**PS: Tenderer has to upload the Commercial Tender Part -II to be filled, signed  
with company seal in E-Procurement portal only.**

**SIGNATURE OF TENDERER**



**Shivamogga , Davanagere & Chitradurga Dist. Co-Operative Milk Producer's Societies Union Ltd**

**Machenahalli, Nidige (Post), Shivamogga- 577 222.**

**Phone No:08182-246161/246170 E-Mail:md\_shimul@yahoo.com Fax:08182-246284.**

**TENDER DOCUMENT FOR TRANSPORTATION OF MILK THROUGH ROAD MILK TANKERS ON CONTRACT BASIS FOR A PERIOD OF TWO YEARS UNDER E-PROCUREMENT**

**TENDER REFERENCE NO : SHIMUL/TRANSPORT/9088/2022-23 DATED: 18.01.2023**  
**DATE OF COMMENCEMENT OF SALE OF TENDER DOCUMENT : FROM 27.01.2023**

**LAST DATE FOR DOWNLOAD THE TENDER DOCUMENT : UP TO 27.02.2023**

**LAST DATE AND TIME FOR UPLOADING THE TENDERS : 27.02.2023 UP TO 17.30 PM**

**TIME AND DATE OF OPENING OF TENDERS : 01.03.2023 AT 11.30 AM**

**PLACE OF OPENING OF TENDERS : Shivamogga, Davanagere & Chitradurga Dist. Co- Operative Milk Producer's Societies Union Ltd., Machenahalli, Nidige (Post), Shivamogga- 577 222.**

**ADDRESS FOR COMMUNICATION : THE MANAGING DIRECTOR,  
 SHIVAMOGGA, DAVANAGERE & CHITRADURGA DIST.  
 CO-OPERATIVE MILK PRODUCER'S SOCIETIES UNION LTD., MACHENAHALLI,  
 NIDIGE (POST), SHIVAMOGGA.**

**SIGNATURE OF TENDERER**

Shivamogga , Davanagere & Chitradurga Dist. Co-Operative Milk Producer's  
Societies Union Ltd

Machenahalli, Nidige (Post), Shivamogga- 577 222.

Phone No:08182-246161/246170 E-Mail:md\_shimul@yahoo.com Fax:08182-246284.

**INVITATION FOR TENDER FOR TRANSPORTATION OF MILK THROUGH ROAD MILK  
TANKERS ON CONTRACT BASIS FOR A PERIOD OF TWO YEARS  
UNDER E-PROCUREMENT.**

**IFT NO.SHIMUL/TRANS/9088/2022-23**

**Date: 18.01.2023**

1. Shivamogga Milk Union on behalf of its units invites e-Tenders for Transportation of Milk through Insulated Road Milk Tankers between the District Milk Unions and to neighboring states for the period 2023-2024 and 2024-2025.
2. Tenderers are advised to note the qualification criteria specified in Section VII to qualify for award of the contract.
3. Interested parties can download the Tender documents from e-procurement website <https://eproc.karnataka.gov.in/> from **27.01.2023 to 27.02.2023**. Interested tenderers may obtain further information from the above address. The SHIMUL will not be held responsible for the website problems if any, last date submission or non-receipt of the same.
4. Tenders must be accompanied by E.M.D amount of **Rs.1,00,000.00** per tender will have to be in any one of the forms as specified in the tender document drawn in favour of e-procurement Government of Karnataka and shall have to be valid for 45 days beyond the validity of the tender i.e total for 135 days. Payment of EMD is compulsory for all Tenderers and previous EMD if any will not be adjusted against this Tender.
7. Tenderers must upload the tender (Technical+Commercial) on or before **27.02.2023 at 17.30 PM** and Technical Tender will be opened on **01.03.2023 at 11.30 AM**, in the presence of the tenderers or their authorized representatives who wish to attend.
5. Other details can be seen in the tender documents.

sd/-

The Managing Director  
Shivamogga , Davanagere & Chitradurga Dist.  
Co-Operative Milk Producer's Societies Union Ltd

**SIGNATURE OF TENDERER**

**PART II****COMMERCIAL QUOTE**

The Managing Director  
Shivamogga, Davanagere and Chiradurga Dist.  
Co-operative Milk Union.  
Machenahalli, Nidige(P)  
Shivamogga-577 222.

<b><u>ORIGINAL</u></b>
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Sir,

**Ref: Tender Notification No.SHIMUL/Trans/9088/2022-23 dated 18.01.2023**

With reference to the above, I am / we are herewith-submitting my/our Tender commercial quote for Providing Road Milk Tanker of 15000 KGS, 19,000 KGS. & 24000 KGS. Capacity for a period of Two Years i.e. date of commencement of the contract.

**DESTINATIONS:**

**Transportation of milk to be carried out as per the under mention destination/s:**

Sl. No	DESTINATIONS	Rate Quoted Rs. per KM		
		15000 KGS (10 wheel)	19000 KGS (12 Wheel)	24000KGS (14 Wheel)
1	Shivamogga Milk Union, Shivamogga Dairy/ Davanagere Dairy/Honnali CC/Hosadurga CC/Chitradurga CC/ Tadagani CC/ Anandapura CC/ Challakere CC to Within the State.			
2	Shivamogga Milk Union, Shivamogga Dairy/ Davanagere Dairy/Honnali CC/Hosadurga CC/Chitradurga CC/ Tadagani CC/ Anandapura CC/ Challakere CC to Outside the State.			
3	Shivamogga Milk Union, Shivamogga Dairy/ Davanagere Dairy/Honnali CC/Hosadurga CC/Chitradurga CC/ Tadagani CC/ Anandapura CC/ Challakere CC to Dakshina Kannada Milk Union.			

**P.S. : The commercial quote to be submitted in separate sealed envelope.**

**Place :**

**Dated**

**Signature of Tenderer with Seal**

**The above form is given for information only, as mentioned in the circular dated 21.03.2017 of Additional Chief Secretary, Finance department, Gok. The rates entered by the tenderer in the e-procurement portal will be considered as final, any change in tender annexure forms, etc will not be considered.**

**SIGNATURE OF TENDERER**