

KARNATAKA COOPERATIVE MILK PRODUCERS' FEDERATION LIMITED

KMF COMPLEX : DR M.H. MARIGOWDA ROAD : BENGALURU – 560029

Telephones: 080-26096826 Fax: 25536105 Email: kmfmktg@gmail.com & kmfmkt@sify.com



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**TENDER FOR TRANSPORTATION OF BUTTER IN REFRIGERATED TRUCKS FROM
UNIONS/UNITS OF KMF TO DELHI ON ANNUAL RATE CONTRACT BASIS FOR A
PERIOD OF ONE YEAR (ARC)**

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KARNATAKA CO-OPERATIVE MILK PRODUCER`S FEDERATION LTD.,

KMF COMPLEX: DR.M.H MARIGOWDA ROAD, BANGALORE-560 029

**TENDER FOR TRANSPORTATION OF BUTTER IN REFRIGERATED
TRUCKS FROM UNIONS/UNITS OF KMF TO DELHI ON ANNUAL
RATE CONTRACT BASIS FOR A PERIOD OF ONE YEAR (ARC)**

TENDER REFERENCE NO	: KMF/MKT/112-C/2013-14 DATED: 26.06.2013
DATE OF COMMENCEMENT OF SALE OF TENDER DOCUMENT	: FROM 26.06.2013
LAST DATE FOR SALE OF TENDER DOCUMENT	: UP TO 05.07.2013
LAST DATE AND TIME FOR RECEIPT OF TENDERS	: 05.07.2013 UP TO 1.30 PM
TIME AND DATE OF OPENING OF TENDERS	:05.07.2013 AT 3.30 PM
PLACE OF OPENING OF TENDERS	: OFFICE OF THE DIRECTOR (MARKETING), KMF COMPLEX, DR. M.H MARIGOWDA ROAD, BANGALORE - 560 029.
ADDRESS FOR COMMUNICATION	: THE MANAGING DIRECTOR, KARNATAKA MILK FEDERATION, KMF COMPLEX, DR. M.H MARIGOWDA ROAD, BANGALORE - 560 029.

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INVITATION FOR SHORT TERM TENDER FOR TRANSPORTATION OF BUTTER IN REFRIGERATED TRUCKS FROM UNIONS/UNITS OF KMF TO DELHI ON ANNUAL RATE CONTRACT BASIS FOR A PERIOD OF ONE YEAR

IFT NO.KMF/MKT/112-C/2013-14

Date: 26.06.2013

1. Karnataka Milk Federation invites sealed short term Tenders for Transportation of Butter in refrigerated trucks from unions/units of KMF to Delhi on Annual Rate Contract basis for a period of one year
2. Interested parties can download the Tender documents from Karnataka Milk Federation **Website :www.kmfnandini.coop** from **26.06.2013 to 15.07.2013** Tenderers may obtain further information from the above address. Payment of EMD is compulsory for all Tenderers and previous EMD if any will not be adjusted against this Tender.
3. Earnest Money Deposit of **Rs.25000.00** per tender will have to be in any one of the forms as specified in the tender document and shall have to be valid for 45 days beyond the validity of the tender.
4. Sealed tender covers super scribed as **"TENDER FOR TRANSPORTATION OF BUTTER IN REFRIGERATED TRUCK"** clearly on top of the cover, must be delivered to the **DIRECTOR (MARKETING), KMF** on or before **05.07.2013 at 1.30 PM** and will be opened on the same day at **3.30 PM**.
5. Other details can be seen in the tender documents.

For KARNATAKA MILK FEDERATION

DIRECTOR (MARKETING)

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**TENDER FOR TRANSPORTATION BUTTER IN REFRIGERATED
TRUCKS FROM UNION/UNIT OF KMF ON ANNUAL RATE CONTRACT
BASIS FOR A PERIOD OF ONE YEAR**

TECHNICAL TENDER PART-I

**PS : Technical Tender Part -I to be filled, signed with company seal and sealed in cover
No.2 along with EMD amount (DD)**

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SECTION I : INSTRUCTION TO TENDERERS

A. Introduction

1.0 Eligible Tenderers :

- 1.1 Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the KMF to provide services for the hiring of the Transport Contractor under this Invitation of Tenders.

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- 1.2 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.
- 1.3 Tenderers who qualify to the Technical qualification prescribed in Section VI of the tender document are eligible

2.0 Cost of Tendering :

- 2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and MD - KMF hereinafter referred to as "the KMF", 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 Transport Contractor required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include:

A. Technical Tender Part - I consists of:

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

B. 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 Tenderer's risk and may result in rejection of its tender.

4.0 Clarification of Tender Documents :

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- 4.1 A prospective Tenderer requiring any clarification of the tender documents may notify the MD KMF in writing or by cable or fax at the KMF's mailing address indicated in the Invitation for Tenders. The KMF will respond in writing to any request for clarification of the tender documents, which it receives no later than 15 days prior to the deadline for submission of tenders prescribed by the KMF. Written copies of the KMF's response (including an explanation of the query by without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents.

5.0 Amendment of Tender Documents :

- 5.1 At any time prior to the deadline for submission of tenders, the KMF may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendment.
- 5.2 All prospective tenderers who have received the tender documents will be notified of the amendment in writing or by cable or by fax, and will be binding on them.
- 5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the KMF, at its discretion, may extend the deadline for the submission of tenders.

C. Preparation of Tenders

6.0 Language of Tender:

- 6.1 The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the KMF, shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translation shall govern.

7.0 Documents Comprising the Tender:

- 7.1 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 Clauses 8, 9 and 10;
 - (b) Documentary evidence established in accordance with ITT Clause 11 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

- (c) Documentary evidence established in accordance with ITT Clause 12 that the Transport Contractor and ancillary services to be provided by the Tenderer are eligible for TRANSPORTER and services and conform to the tender documents; and
- (d) Earnest money deposit furnished in accordance with ITT Clause 13.

8.0 **Tender Form:**

- 8.1 The Tenderer shall complete the Tender Form and the Rate Schedule furnished in the tender documents, indicating the type of TRANSPORTER, certificate copy of the registration, copy of the insurance coverage certificate, Tax paid details to be provided, a brief description of the Transport Contractor.

9.0 **Tender Prices:**

- 9.1 The Tenderer shall indicate on the Rate Schedule the unit rate and total tender rate of the TRANSPORTER it proposes to provide under the Contract. However, tenderers shall quote for the complete requirement of TRANSPORTER 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.

- 9.2 Rates indicated on the Rate Schedule shall be entered separately in the following manner:

- (i) The rate to be quoted for 15 Tonner/9.0 tonner/6.0 tonner vehicles, 6.0 tonner Refrigerated vehicle for Butter transportation and Insulated vehicle for transportation of Chocolates thereof (including all expenses such as fuel, salary of staff, taxes, delivery, services, repairs and maintenance, vehicle insurance, Toll Fee, loading & unloading already paid or payable) in respect of all destinations
- (ii) The tenderer shall be responsible for all statutory & other liabilities to be circulated from time to time during the tenure of the contract.

- 9.3 The Tenderer's separation of the rate components in accordance with ITT Clause 9.2 above will be solely for the purpose of facilitating the comparison of tenders by the KMF and will not in any way limit the KMF's right to contract on any of the terms offered.

- 9.4 Rates quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. **A tender submitted with an**

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adjustable rate quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 22.

10.0 Tender Currency:

10.1 Rates shall be quoted in Indian Rupees:

11.0 Documents Establishing Tenderer's Eligibility and Qualifications:

11.1 Pursuant to ITT Clause 7, 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.

11.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its tender is accepted, shall establish to the Hirer/KMF's satisfaction:

- (a) that, in the case of a Tenderer offering to provide Transportation under the contract which the Tenderer did not provide, the Tenderer has been duly authorized (as per authorization form in Section XIII) by the vehicle Owner to provide the vehicle in India. (The item or items for which Owner's Authorization 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 item 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 services offered and on those of similar nature within the past three/five years' and details of current contracts in hand and other commitments (suggested proforma given in Section XII) ;

12.0 Documents Establishing Transport Contractor' Eligibility and Conformity to

Tender Documents:

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- 12.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all vehicles and services, which the tenderer proposes to provide under the contract.
- 12.2 The documentary evidence of conformity of the Transport Contractor and services to the tender documents may be in the form of literature, and data, and shall consist of
- (a) A detailed description of the essential technical and performance characteristics of the vehicle;
 - (b) an item-by-item commentary on the KMF's Technical Specifications demonstrating substantial responsiveness of the vehicles to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications (Not applicable).
- 12.3 For purposes of the commentary to be furnished pursuant to ITT Clause 12.1(b) above, the Tenderer shall note that Technical Specifications are intended to be descriptive only and not restrictive provided that it demonstrates to the KMF's satisfaction.
- 12.4 Submission of Sample - **NOT APPLICABLE**

13.0 Earnest Money Deposit:

- 13.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its Tender, earnest money deposit of the amount as specified in Section-V-Schedule of Requirements.
- 13.2 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 13.7.
- 13.3 The earnest money deposit shall be denominated in INR and shall
- (a) At the Tenderer's option, be in the form of pay order, a demand draft, from a Nationalized/Scheduled Bank located in India in favour of MD, KMF payable at Bengaluru.
 - (b) Be payable promptly upon written demand by the Hirer in case any of the Conditions listed in ITT Clause 13.7 are invoked;
 - (c) Be submitted in its original form; copies will not be accepted; and
 - (d) Remain valid for a period of 45 days beyond the original validity period of Tenders, or beyond any period of extension subsequently requested under ITT Clause 14.2.
- 13.4 Any Tender not secured in accordance with ITT Clause 13.1 and the Hirer as

nonresponsive, pursuant to ITT Clause 22, will reject 13.3 above.

13.5 Unsuccessful Tenderer's earnest money deposit will be discharged/ returned as promptly as possible but not later than 30 days after the expiration of the period of Tender validity prescribed by the Hirer, pursuant to ITT Clause 14. on written request of the tenderer.

13.6 The successful Tenderer's earnest money deposit will be discharged upon the Tenderer signing the Contract, pursuant to ITT Clause 30, and furnishing the performance security, pursuant to ITT Clause 31 after obtaining clearance from KMF.

13.7 The EMD will not carry any interest.

13.8 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.

13.9 The Tender security may be forfeited:

(a) If a Tenderer (i) withdraws its Tender during the period of Tender validity specified by the Tenderer on the Tender Form; or (ii) does not accept the correction of errors pursuant to ITT Clause 22.2; or

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

(i) To sign the Contract in accordance with ITT Clause 30; or

(ii) To furnish performance security in accordance with ITT Clause

14.0 Period of Validity of Tenders:

14.1 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.

14.2 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 13 shall also be suitably extended.

14.3 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.

15.0 Format and Signing of Tender:

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- 15.1 The Tenderer shall prepare two copies of the Tender, clearly marking each "Original Tender" and "Copy Tender," as appropriate. In the event of any discrepancy between them, the original shall govern-
- 15.2 The original and all copies of 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. Written power-of-attorney accompanying the Tender shall indicate the letter of authorization. The persons signing the Tender shall initial all pages of the Tender, except for un-amended printed literature.
- 15.3 Any alterations, erasures or overwriting shall be valid only if the persons or persons signing the Tender initial them.
- 15.4 The Tenderer shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender, and to contract execution if the Tenderer is awarded the contract.

D. Submission of Tenders

16.0 Sealing and Marking of Tenders:

- 16.1 The Tenderers shall seal the "Technical Tender" and "Commercial Tender" in separate inner envelopes, duly marking the envelopes as "Technical Tender" and "Commercial Tender". He shall then place all the inner envelopes in an outer envelope.
- 16.2 The inner and outer envelopes shall:
- a) Be addressed to the **Director (Marketing), Karnataka Milk Federation, KMF Complex, Dr. M. H. Marigowda Road, Bengaluru-560 029**
 - b) Bear the Project Name, the Invitation for Tender (IFT) title and number, and a statement "Do not open before -----hours -----"
- 16.3 The inner envelopes shall also indicate the name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared "late".
- 16.4 If the outer envelope is not sealed and marked as required by ITT Clause 16.2, the Hirer will assume no responsibility for the Tender's misplacement or premature opening. Telex, cable or facsimile Tenders will be rejected.

The Tenderer shall also submit the copies of R.C.Book, Tax paid receipt, Insurance and valid permit along with the Tender.

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17. Deadline for Submission of Tenders

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

17.2 The KMF may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITT Clause 5, in which case all rights and obligations of the Hirer and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late Tenders

18.1 Any Tender received by the Hirer after the deadline for submission of Tenders prescribed by the Hirer, pursuant to ITT Clause 17, will be rejected and/ or returned unopened to the Tenderer

19.0 Modification and Withdrawal of Tenders

19.1 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.

19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITT Clause 16. A withdrawal notice may also be sent by telex or cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of Tenders.

19.3 No Tender may be modified subsequent to the deadline for submission of Tenders.

19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by KMF Ltd on the Tender Form. Withdrawal of a tender during this interval may result in the Forfeiture of Tenderer's earnest money deposit, pursuant to ITT Clause 13.6.

E. Opening and Evaluation of Tenders

20. Opening of Tenders by the Hirer

20.1 The Hirer will open all tenders, Technical Part - I, in the presence of Tenderers representatives who choose to attend, at **15.30 hours on 21.12.2012** and in the following location:

**Office of the Director (Marketing)
Karnataka Milk Federation Ltd,**

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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

20.2 The Tenderer's names, tender modifications or withdrawals, 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.

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

21. Clarification of Tenders:

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

22. Preliminary Examination:

22.1 The KMF 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 shall be treated as non-responsive.

22.2 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 price tender into account only to the extent the tender is secured. For this purpose, the extent to which the tender is secured shall be determined by evaluating the requirement of tender security to be furnished for the schedule included in the tender (offer) in the serial order of the Schedule of Requirements of the Tender document.

22.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lowest of the two will prevail. If the Tenderer does not accept the correction of errors, its tender will be rejected and its tender security may be forfeited.

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

22.5 Prior to the detailed evaluation, pursuant to ITT Clause 23, 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 material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6), Warranty (GCC Clause 14), Force Majeure (GCC Clause 24), Limitation of liability (GCC Clause 28), Applicable law (GCC Clause 30), and Taxes & Duties (GCC Clause 32) will be deemed to be a material deviation. The Hirer's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

22.6 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.

23. Evaluation and Comparison of Tenders:

23.1 The KMF will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 22 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 9, Tenderers are allowed the option to tender for any one or more schedules and to offer discounts for combined schedules. These discounts will be taken into account in the evaluation of the tenders so as to determine the tender or combination of tenders offering the lowest evaluated cost for the Hirer in deciding award(s) for each schedule.

23.2 Taking into consideration competence & quoted rate for the services to be provided, the tenders will be evaluated.

23.3 Notwithstanding anything contained in the tender schedule, no obligation is cast on KMF to accept the lowest tender and the Federation shall also reserve the right to accept or reject any or all the tenders without assigning any reasons. **(In the commercial tender Part - II, while indicating the price the same to be recorded clearly in figures as well as in words.)**

23.4 If there is any discrepancy between words and figures the lowest among the two amount shall be considered and same shall be final.

24. Contacting the Hirer/KMF:

- 24.1 Subject to ITT Clause 21, no Tenderer shall contact the Hirer on any matter relating to tender, from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the Hirer, it should do so in writing.
- 24.2 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.

F. Award of Contract

25. Post-qualification:

- 25.1 In the absence of prequalification, 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 11.2(b) and is qualified to perform the contract satisfactorily.
- 25.2 The determination will take into account the Tenderer's financial, technical and service 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 11 as well as such other information as deemed necessary and appropriate by the Hirer.
- 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. Award Criteria

- 26.1 Subject to ITT Clause 28, the KMF 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 - Not applicable

28.0 Hirer's Right to Accept any Tender and to Reject any or all Tenders

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- 28.1 The KMF 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 KMF reserves the right to recover the direct losses and consequential losses if any, arising out of usages of BUTTER provided to the Transport Contractor. The recovery of loss could be from both the present pending/future bills of the Transport Contractor OR from the Security Deposit submitted by the Transport 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 email, letter or fax, that his 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 & execution of agreement pursuant to ITT Clause 31, the KMF shall award the Contract.
- 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 Director (Marketing), - KMF. The Director (Marketing), - KMF will promptly respond in writing to the unsuccessful Tenderer.

30. Signing of Contract

- 30.1 At the same time as the Hirer notifies the successful tenderer that its 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 21 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the KMF.

31. Performance Security

- 31.1 Within 21 days of the receipt of notification of award from the Hirer, the successful Tenderer shall furnish the performance security of **Rs.25,000/-** in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents or in another form acceptable to the KMF.
- 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. **Corrupt or Fraudulent Practices**

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

- (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 KMF Ltd and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive KMF 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 contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

34.0 Furthermore, Tenderers must be aware of the provision stated in sub-clause 4.4 and sub-clause 23.1 of the General Conditions of Contract.

CONTRACT CONDITIONS

1.0 VALIDITY OF CONTRACT:

- 1.1 The validity of contract shall be for a period of one year as detailed in the Notification.
- 1.2 The commencement of contract shall be from the day / date of execution of contract/agreement and submission of prescribed performance guarantee.

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- 1.3 KMF reserves the right to extend the contract for a period of 90 days from the date of expiry of contract, for such extension, the RC price, terms and conditions shall remain unaltered throughout the extended period.

2.0 PERFORMANCE GUARANTEE:

- 2.1 The successful tenderer should submit a Demand Draft for **Rs. 50,000/- (Rupees Fifty thousand only)** to Karnataka Milk Federation drawn on any nationalized Bank as Performance Guarantee. The deposit is refundable on successful completion of the contract including the extended period, if any, and subject to deductions in respect of dues owed by Contractor to KMF, if any.
- 2.2 Failure by successful tenderer to comply with requirement of clause shall constitute sufficient ground for annulment of contract awarded and forfeiture of EMD.
- 2.3 The performance guarantee shall be liable for forfeiture in case:
- a) Failure to perform the contract as specified
 - b) Termination of contract by KMF for the non-performance.
 - c) Towards liquidated damages assessed against transporter.

3.0 SIGNING OF AGREEMENT:

- 3.1 Immediately after KMF issues the Letter Of Acceptance (LOA) to successful tenderer that their tender has been accepted, the KMF shall send LOA in duplicate, the Contractor shall return one copy duly signed.

4.0 CONTRACT PRICE

- 4.1 The contract price means the finalized negotiated price payable to the carrier under the contract for the full & proper performance of its contractual obligations.
- 4.2 The contract price shall remain constant for the period of contract unless there is revision in prices of diesel by GOI, The increase/ decrease in the diesel prices would be considered from the date of upward/downward revision. The agreed rate contract may be increased or decreased by 0.3% for every statutory increase/ decrease in the price of diesel by 1%. No other escalation of agreed rate shall be allowed during the contractual period.

5.0 TRANSPORTATION / DELIVERY

- 5.1 The Transporter shall arrange for door delivery of the BUTTER to the DELHI at prescribed places and arrange for loading/unloading.

- 5.2 If on any day the Transport Contractor is offered BUTTER for transportation even if the BUTTER consist of different products, it is expected of the Transport Contractor to collect such BUTTER from Unions / Units / situated at various places in Karnataka, for delivery at the destinations within and outside Karnataka.
- 5.3 In all cases, the Transport Contractor shall lift the BUTTER from KMF Member Milk Unions/Units/Depots on the same day but not later than 24 hours from the time of intimation by the Federation/ Milk Unions / Units. In the event of failure to lift the stocks by the transporter within the time limit indicated the transporter is liable for consequential damages, (i.e financial loss for vehicle deployment from alternate sources/market and the differential higher rates/value incurred, if any, by the Hirer/KMF (or for late delivery), shall also be recovered from the transporter by the Hirer at their absolute discretion.

6.0 LOADING / UNLOADING

- 6.1 The KMF/Union/Units of the Federation will deliver the BUTTER.
- 6.2 The Transporter shall arrange for loading of the BUTTER in the trucks as and when placed the transport contractor will take delivery of such BUTTER from the KMF/ Unions/Units. The Transporter will arrange door delivery of the BUTTER to the Dairies of DELHI and other places and arrange unloading.
- 6.3 Clubbing and carrying of other goods along with KMF stocks is not permitted.

7.0 CONSIGNMENT NOTE

- 7.1 The consignment note issued by the Transporter to despatching Unit / Union shall be the printed lorry receipt / consignment note. The Transporter shall prepare consignment note for BUTTER received for transportation by them and shall furnish two copies of the same to the KMF and Mother Dairy Calcutta at the time of accepting the BUTTER for transportation.

8.0 DELIVERY

- 8.1 The Transporter shall deliver the BUTTER at the destination in safe and sound condition in which the BUTTER were handed over by the Union/Units etc. Preferably closed body type be provided, in case of non-availability of closed body type vehicles the Transporter must use tarpaulin cover to protect the consignments from sun/rain/water etc. and tie ropes in such a way that BOX are not damaged/torn.
- 8.2 The transport Contractor shall deliver the BUTTER at the destination at the quickest possible time.

- 8.3 The Carrier shall take due care in transportation of our goods as required keeping in mind the products characteristics. The carrier shall exercise proper care to ensure that the products are not contaminated with water/rain. In the event of products deteriorating due to wetting of BOX because of rain and other reasons our decision with regard to condition of the goods shall be final and cost of damaged goods and any other expenses incurred in this connection, shall be recoverable from the Carrier. This does not absolve the carrier of other responsibilities for the safe and proper carriage of BUTTER.

9.0 RESPONSIBILITY OF TRANSPORT CONTRACTOR

- 9.1 The Transporter shall be responsible to abide by all laws in force from time to time and the Federation shall not be responsible for any act or omission on the part of the Carrier and/or their employees/their Associate, for non-observance of the provisions of the law.
- 9.2 The Transport Contractor shall be responsible for short delivery of the intact BOX and shall make the payment for the same promptly to the consignee.
- 9.3 Notwithstanding the care taken by the Transport Contractor in transporting the consignments, they will be responsible for any shortage or damage to the stocks occurred in transit though the packages are outwardly in sound condition in accordance with the normal practice for the BUTTER carried on owner's risk.
- 9.4 The Transport Contractor should comply with all the requirements that are requested by the consignee for providing short/damage certificate and also comply with other formalities as will be necessary under the transit insurance policy including acknowledgement of claims, providing photographs, police reports etc. as may be required.
- 9.5 KMF has taken a Transit Insurance Policy with insurance company. In case of damage or shortage to the consignment due to accident in transit, the Transport Contractor shall be responsible for complying with the police and insurance formalities as would be required.
- 9.6 The Transporter is responsible to collect and carry all such documents required for the transportation of the consignment both within and outside the state as applicable in the respective state territory and any loss to Federation arising out of their failure to do so will be recoverable from the Transport/Contractor. This also applies to consignments returned/rebooked from the warehouse of DELHI.

- 9.7 In the event of breakdown of the vehicle during transit the carrier shall immediately inform the despatching Union/Unit and KMF. Further, the carrier should make alternate arrangement for vehicle. Any loss occurred in this regard will be recovered from the carrier.

10.0 PAYMENT

- 10.1 The Carrier shall submit Fortnightly bills to the Federation in duplicate along with G.C Note with proper acknowledgement of destination point to the Federation for the consignments delivered to the destinations, on as per the rates approved by Federation. The Federation shall thereafter make the payment of these bills by account payee's cheque within 15 days after receipt of the bills at KMF subject to proper claims made thereof as per stipulations under the contract. The delay in submitting of bills will not be entertained; KMF shall not be liable for payment of interest on delayed payments.
- 10.2 The rates mentioned are per **TRIP** basis including door pick up, hamali charges and door delivery. These rates are final and inclusive of loading and unloading charges and hence, **no** separate or additional charges shall be added in the bill. In case of increase/decrease in the price of diesel, the same will however be regulated in accordance with Govt. Regulations and KMF calculations made thereof.

11.0 TERMINATION

- 11.1 KMF shall be free to terminate the contract by giving One month written notice, without giving any reason whatsoever. In case of breach of any clause of terms and conditions by the Transport Contractor or in case of unsatisfactory service of the Carrier, the Federation shall be free to terminate the contract immediately without any notice and shall recover any consequential losses arising out of termination of this contract from the Carrier.

12 DISPUTES

- 12.1 The KMF and the transport 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, however, the decision of MD KMF shall be final and binding on the Transport Contractor.

13 JURISDICTION

- 13.1 For settlement of any dispute, out of the contract against this tender shall be subject to the jurisdiction of law courts in Bengaluru only.

14 FORCE MAJEURE

- 14.1 The contract shall be subject to the principles governing "Force Majeure". Neither party shall be considered in default in performance of its obligations, if such performance is prevented or delayed because of War, Hostilities, Revolution, Civil Commotions, Strike, Epidemics, Accidents, Fire, Wind, Flood, Earth Quakes, or because of law and order, proclamation regulation or cause.

15.0 INDEMNITY

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

The above terms and conditions are accepted by us.

SIGNATURE :

NAME & DESIGNATION :

NOTE :- Furthermore, Tenderers must be aware of the provision stated in sub-
Clause 23.1 of the General Conditions of Contract.

SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

- a) "The Contract" means the agreement entered into between the Hirer and the Tenderer, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;

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- b) "The Contract Price" means the price payable to the Tenderer under the Contract for full and proper performance of its contractual obligations;
- c) "The Vehicle" means all the vehicles and/or other materials which the Tenderer is required to provide to the Hirer under the Contract;
- d) "Services" means services ancillary to provide vehicles for transportation of products and insurance and other documents of the vehicle/s of the Tenderer covered under the Contract;
- e) "GCC" means the General Conditions of Contract contained in this section.
- f) "SCC" means the Special Conditions of Contract
- g) "The Hirer" means the organization (KMF) hiring the Transport Contractor, as name in SCC.
- h) "The Hirer's country" is the country named in SCC.
- i) "The Tenderer" means 'Transport Contractor' the individual or firm providing TRANSPORT SERVICES under this Contract.
- j) "The Government" means the Government of Karnataka State.
- k) "The Project Site", where applicable, means the place or places named in SCC.
- l) "Day" means calendar day.

2. Application

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

3. Standards – Not applicable

4. Use of Contract Documents and Information; Inspection and Audit by the Government Not applicable

4.1 The Transport 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 Tenderer 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 Transport 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.

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 Transport Contractor performance under the Contract if so required by the Hirer.

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

5. Patent Rights

5.1 The Transport Contractor shall indemnify the KMF against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Transporter or any part thereof in India.

6. Performance Security

6.1 Within 21 days of receipt of the notification of contract award, the Transport Contractor shall furnish Performance Security to the KMF for an amount of **Rs. 50,000/- (Rupees Fifty Thousand Only) in the form of Demand Draft in the name of MD, KMF**, valid up to 180 days after the date of completion of performance obligations as a token security for the works entrusted for carrying out the contract and discharge duties there under . **However in case of DD, no bank charges would be reimbursed.**

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

6.3 It is however understood that, notwithstanding the amount of Bank guarantee/ security deposit the Transport Contractor shall be responsible for the safe custody & accountable for the entire stock entrusted and their liability on this account shall not be limited to the amount of guarantee /security deposit so provided.

6.4 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

A Bank guarantee / Pay Order or Banker's certified cheque, or crossed demand draft or pay order or BG drawn in favour of the KMF issued by a Nationalized Bank

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in the form provided in the tender documents or another form acceptable to the KMF;

- 6.5 The Performance Security will be discharged by the Hirer and returned to the Transport Contractor not later than 90 days following the date of completion of the Transport Contractor's performance obligations, including any Warranty obligations, under the Contract.
- 6.6 In the event of any contract amendment, the Tenderer 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 90 days after the completion of performance obligations including Warranty obligations.

7. Inspections and Tests

- 7.1 The Hirer or its representative shall have the right to inspect the Transport Contractor's vehicle records 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 Transport Contractor in writing in a timely manner of the identity of any representatives retained for these purposes.
- 7.2 The inspections may be conducted on the premises of the Transport Contractor or its sub Transport Contractor(s), at point of delivery and/or at the Transport Contractor final destination. If conducted on the premises of the Transport Contractor or its sub Transport Contractor (s), all reasonable facilities and assistance, including access to stocks, documents shall be furnished to the Hirer's officers at no charge to the KMF.
- 7.3 Should during any inspection Transport Contractor's vehicle/s fail to conform to the specifications, the Hirer may reject the Transport Contractor's vehicle, the Transport Contractor shall either replace or make alternative arrangement to meet the specific requirements at free of cost to the Hirer.
- 7.4 The Hirer's has every right to inspect, where necessary, shall in no way be limited or waived by reason of the Transport Contractor having previously been inspected, and passed by the Hirer or its representative prior to the Transport Contractor shipment.
- 7.5 Nothing in GCC Clause 7 shall in any way release the Transport Contractor from any warranty or other obligations under this Contract.

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8.0 Insurance:

8.1 The Vehicle provided under the contract shall be fully insured in Indian Rupees against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

9.0 Transportation: Please Refer Clause 5 under, Other Conditions of Contract.

10.0 Payment:

10.1 The method and conditions of payment to be made to the Transport Contractor under this Contract shall be specified in the SCC.

10.2 The Transport Contractor's request(s) for payment shall be made to the Hirer in writing, accompanied by an invoice describing, as appropriate, the Transport Contractor delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the contract.

10.3 Payments shall be made promptly by the KMF but in no case later than sixty (60) days after submission of the invoice or claim by the Transport Contractor.

10.4 Payment shall be made in Indian Rupees.

11.0 Rates:

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

11.2 On any other account increase/decrease in rate will not be allowed during the contract period except as per clause 8.11.

12. **Change Orders**

12.1 The Hirer may at any time, by written order given to the Tenderer pursuant to GCC

Clause 31, make changes within the general scope of the Contract in any one or more of the following:

- a) The additional services to be provided by Transport Contractor;
- b) the method of stocking onto the vehicles

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- c) the additional places to be covered for stock despatches
- d) the Services to be provided by the Transport Contractor.

13. **Contract Amendments**

13.1 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 both parties.

14. **Assignment**

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

15 **Subcontracts**

15.1 The Transport Contractor shall notify in writing of all sub contracts awarded under this contract if not specified in the tender. Such notification in his original tender or later, shall not relieve the Transport Contractor from any liability or obligation under the contract

16.0 **Delays in the Transport Contractor's Performance**

16.1 Performance of the Services shall be made by the Transport Contractor in accordance with the time schedule specified by the KMF in the Schedule of Requirements

16.2 If at any time during performance of the Contract, the Transport Contractor or its sub-contract(s) should encounter conditions impeding timely delivery of the BUTTER and performance of Services, the Transport Contractor shall promptly notify the Hirer in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Transport Contractor's notice, the Hirer shall evaluate the situation and may, at its discretion, extend the Transport 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.

16.3 Except as provided under *GCC* Clause 24, a delay by the Transport Contractor in the performance of its delivery obligations shall render the Transport 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.

17 **Liquidated Damages**

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- 17.1 Subject to GCC Clause 24, if the Transport 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 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.
- 17.2 In the event of Transport Contractor fails to provide sufficient labour and vehicles on time, resulting in delay of unloading, loading at the specified destinations, Hirer will make alternate arrangements and increased cost incurred over and above the contracted rate, will be recovered from the TRANSPORTER bills/Deposit as the case may be.

18. Termination for Default

- 18.1 The Hirer may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Transport Contractor, terminate the Contract in whole or part:
- a) if the Transport Contractor fails to deliver any or all of the BUTTER 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 Transport Contractor fails to perform any other obligation(s) under the Contract.
 - c) If the Transport 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 anything of value to influence the action of a public official in the procurement process or in contract execution.

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

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- 18.2 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, BUTTER or Services similar to those undelivered, and the Transport Contractor shall be liable to the Hirer for any excess costs for such similar Transport Contractor's services. However, the Transport Contractor shall continue the performance of the Contract to the extend not terminated.

19. Force Majeure

- 19.1 Notwithstanding the provisions of GCC Clause 21, 22, 23, the Transport 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.
- 19.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Transport Contractor's and not involving the Transport 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, fire, floods, epidemics, quarantine restrictions and freight embargoes.
- 19.3 If a Force Majeure situation arises, the Tenderer shall promptly notify the Hirer in writing of such conditions and the cause thereof. Unless otherwise directed by the Hirer in writing, the Transport 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.

20. Termination for Insolvency

- 20.1 The Hirer may at any time terminate the Contract by giving written notice to the Transport Contractor, if the Transport Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Transport 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.

21 Termination for Convenience

- 21.1 The Hirer, by written notice sent to the Transport 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 Transport Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

22.0 Settlement of Disputes:

22.1 The Hirer and the Transport 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.

22.2 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 Transport 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.

22.3 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 delivery of the Transport Contractor under the Contract.

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

22.5 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 KMF shall pay the Transport Contractor any monies due for the Transport Contractor.

23.0 Limitation of Liability:

23.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 5,

(a) the Transport 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 Transport Contractor to pay liquidated damages to the Hirer; and

- (b) the aggregate liability of the Transport Contractor to the KMF, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Rate, provided that this limitation shall not apply to the losses incurred by KMF for replacing of services

24.0 Governing Language:

24.1 The contract shall be written in English language. Subject to clause 6.1 of Instructions to Tenders, 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.

25.0 Applicable Law

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

26.0 Notices

26.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, or facsimile and confirmed in writing to the other Party's address specified in SCC.

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

27.0 Taxes and Duties

27.1 Transport Contractors shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, insurance etc., during the period of contract

28.0 INSURANCE OF VEHICLES

28.1 For the vehicles engaged by TRANSPORTER in the process of delivering the BUTTER at various points specified in this document or agreement, Transport Contractor should have arranged on its own for adequate insurance cover against any loss or damage to the vehicles on account of the accident or otherwise, either at the time of loading the BUTTER or at loading point or at the time of delivery of the BUTTER at the unloading point or during the course prior to delivery from the go-down point to the point of unloading or in the course of subsequent to such delivery on its way back to go-down and Federation will not be responsible under any circumstances towards any loss sustained by Transport Contractor or by any of his hired transporters on account of this.

29.0 JURISDICTION

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29.1 In case of any dispute pertaining to this contract / work order, terms & conditions, the same shall be subject to the jurisdiction of Bengaluru Courts.

SECTION IV : SPECIAL CONDITIONS OF CONTRACT

Table of clauses

<i>Sl. No.</i>	<i>Clause</i>	<i>Page No.</i>
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SECTION IV : SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

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

1. Definitions (GCC Clause 1)

(a) The Hirer is The Director (Marketing), Karnataka Milk Federation,
Bengaluru

(b) The Tenderer is.....

2. Inspection and Tests (GCC Clause 7)

The following inspection procedures and tests are required by the Hirer:

3. Delivery and Documents (GCC Clause 9)

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

(i) Four Copies of the Tenderer invoice showing contract number, BUTTER' description, quantity, unit price, total amount;

(ii) Railway receipt / acknowledgement of receipt of BUTTER from the consignee(s);

(iii) Insurance certificate;

(iv) Owner's/Transport Contractor's warranty Certificate;

(v) Inspection certificate issued by the nominated inspection agency and the Transport Contractors office inspection report; and

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

4. Incidental Services (GCC Clause 8)

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4.1 The following services covered under Clause 8 shall be furnished and the cost shall be included in the contract rate:

5. Settlement of Disputes (Clause 27)

5.1 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 tenderer relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, by a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties, failing such agreement, by the appointing authority namely the Indian Council of Arbitration/President of the Institution of Engineers (India)/ The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the Parties.
- b) Arbitration proceedings shall be held at Bengaluru 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.

6. Notices (Clause 31)

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

Hirer: The Director(Marketing),

Karnataka Cooperative Milk Producers' Federation Limited,

KMF Complex, Dr MH Marigowda Road, Bengaluru-560 029

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

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.....
.....

7.0 Transport Contractor Integrity:

7.1 The Transport 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.

8.0 Transport Contractor's Obligations:

8.1 The **Transport 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.

8.2 The **Transport Contractor** will 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 Tenderer's negligence. The Tenderer will pay all indemnities arising from such incidents and will not hold the Hirer responsible or obligated.

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

8.4 The **Transport 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.

9.0 Patent Rights:

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- 9.1 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 BUTTER or any part thereof in the Hirer's country, the **Transport Contractor** shall act expeditiously to extinguish such claim. If the **Transport Contractor** fails to comply and the Hirer is required to pay compensation to a third party resulting from such infringement, the **Transport Contractor** shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Hirer will give notice to the Tenderer of such claim, if it is made, without delay.

SPECIAL CONDITIONS OF CONTRACT TO MEET SPECIFIC REQUIREMENT OF KMF

1 Validity of contract & extension of contract:

- 1.1 The validity of contract shall be for a period of one year.
- 1.2 The commencement of contract shall be after the execution of contract / agreement and furnishing of prescribed security deposit and from the date of issue of annual Rate Contract.
- 1.3 KMF reserves the right to extend the annual Rate contract for a period of 90 days from the date of expiry of contract, for such extension the Annual Rate Contract price, terms and conditions shall remain unaltered.
- 1.4 KMF reserves the right for premature termination of all or any of the rate contracts & call for fresh tender without thereby incurring any liability to the affected **Transport Contractor** or any obligation to inform the affected contractor on the grounds of KMF action.

2.0 Forfeiture of Performance Security/Security Deposit:

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

- 2.1 the **Transport Contractor's** failure to perform contract as specified;
- 2.2 the termination of contract by KMF for non performance of contract;
- 2.3 towards recovery of liquidated damages assessed against the **Transport Contractor**;

- 2.4 after award of contract, during inspection, if the **Transport Contractor** is proved not having the proper vehicle documents as declared / prescribed in the Tender, the same shall be treated as Breach of contract ,the contract shall be liable for cancellation with penalty not less than Performance security/Security Deposit specified for particular material.

3.0 Signing of Agreement/Contract Form:

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

4.0 Transfer of Contract:

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

5.0 Taxes and Duties:

- 5.1 The rate finalized for contract shall be NETT, i.e., all inclusive of all statutory payments at the rate ruling as on the date of finalization/award of contract.
- 5.2 Any claim of Transport Contractor for revision in respect of Cess, Surcharge on Duty, Taxes & VAT should be supported by relevant Govt notification/s order.

6.0 Guarantee on quality of vehicle:

- 6.1 The Transport Contractor shall have to guarantee the quality of vehicle provided, strictly as per specification of contract orders.
- 6.2 If vehicle provided is found not as per contractual requirements, the vehicle so provided shall be liable for rejection. On intimation from the Unit/Unions, the contractor shall have to arrange for replacement of vehicle as per specification. If the Transport Contractor delays / fails to make arrangement to replace such vehicles, KMF/Hirer/Units/Union may make arrangement to procure the BUTTER from alternative sources. Any extra expenditure incurred thereof on this alternative arrangement, shall be debited to the account of Transport Contractor.

6.3 If the Transport Contractor fails to make good this loss, the same shall be recoverable from the pending bills or security deposit as the case may be.

7.0 Indemnity:

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

SECTION V : SCHEDULE OF REQUIREMENTS

(To be inserted in the Tender Documents by the KMF, 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.	Brief Description No.	EMD Rs.	Security Deposit
1		Rs.25,000/-	Rs.50,000/-

SECTION VII : QUALIFICATION CRITERIA

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

(a) The tenderer should be owner who must have owned, tested and provided the vehicle(s) similar to the type specified in the 'Schedule of Requirements. The vehicle offered for provide must be of the most recent series models incorporating the latest improvements in design. The model should have been released on or after 2001 and be in satisfactory operation as on date of tender opening.

(b) The Tenderer should be a registered transport Company or an individual,
Owning the prescribed goods Transport Vehicles;

(c) Tenders of tenderers quoting as authorized representative of a owner,
meeting with the above requirement in full, can also be considered

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provided:

- (i) The owner furnishes authorization in the prescribed format assuring full guarantee and warranty obligations as per GCC and SCC; and
2. The tenderer should furnish the information on all past tender and satisfactory Performance for both (a) and (b) above, in proforma under Section XII.

SECTION XII

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

Proforma for performance statement for the last Five 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 Vehicle Ordered	Value Of Order	Date of Completion Of Delivery As per Contract / Actual	Remarks Indicating Reasons for Late delay If any	Has the vehicle/equip ment been satisfac- torily Functioning. (Attach a Certificate from the Hirer)

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ANNEXURE - A

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DATA ON FIRM

1. Name of the firm

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

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

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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 company :

9. DATA OF THE FIRM

Location / Address	Telephone No.	Fax. No.	E-mail ID

10. Regn.No. & copy of Registration :

11. State Sales Tax /VAT Registration No. :

12. Excise classification No .Registration No :

(Chapter/Section/subsection)

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13. Insurance certificate no & copy of insurance certificate

14. 1) Income Tax PAN certificate No. & date (Please enclose copy)

2) Any other information you like to furnish :

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.

ANNEXURE 'B'

The Managing Director

KMF Limited,

Dr.MH Marigowda Road,

Dharmaram College Post,

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Bengaluru-560 029

Sir,

Ref: Technical-cum-Commercial Tender Notification No.KMF/MKT/112B/2012-13

Dated: 07.06.2012.

With reference, I/We representing M/s..... participating for Annual Tender for providing Transportation services , having read and understood the Technical & Commercial Conditions of Tender. As per basic requirement of Tender conditions, I am/We are herewith submitting the prescribed EMD for Rs.25,000 (Rupees Twentyfive Thousand only) in the manner prescribed in the tender document.

Thanking you,

Signature of the Tenderer

Name & address of the Firm

SECTION X: CONTRACT FORM

THIS AGREEMENT made theday of.....2012.. 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:

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WHEREAS the Hirer is desirous that certain Vehicle and ancillary service viz.....
(Brief Description of Vehicle and Services) and has accepted a tender by the Contractor
for the provide of those vehicle 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 vehicle 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 vehicle 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.

Brief particulars of the vehicle and services which shall be provided/provided by the
Contractor are as under

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SECTION VIII : TENDER FORM

Date:.....

IFT No.....

TO:

The Director (Marketing),
Karnataka Milk Federation Ltd.,
KMF Complex, Dr. M.H Marigowda Road,
Bangalore-560 029

Sir,

Having examined the Tender Documents including Addenda Nos..... (insert numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide TRANSPORT services in conformity with the said tender documents for the sum of..... (Total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Rates attached herewith and made part of this tender.

We undertake, if our tender is accepted, to provide the TRANSPORT services in accordance with the requirements specified in the Schedule of Requirements.

If our tender is accepted, we will obtain the guarantee of a bank for a sum of Rs.50,000/- (Rupees Fifty Thousand only) for the due performance of the Contract, in the form prescribed by the KMF.

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

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

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 KMF is not bound to accept the lowest or any tender you may receive.

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

Dated this.....day of.....2012

(Signature)

(in the capacity of)

Duly authorized to sign Tender for and on behalf of :

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

IFT No.....

dated

To,
 The Director (Marketing),
 Karnataka Milk Federation Ltd.,
 KMF Complex, Dr. M.H Marigowda Road,
 Bangalore-560 029

Dear Sir.

We.....who are established and reputable owners of..... (name and description of Transport Contractor offered) having office at..... (address of office do hereby authorize M/s.....(Name and address of Agent) to submit a tender, and sign the contract with you for the Transport Contractor 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 Transport Contractor , 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 Transport Contractor and services offered for provide by the above firm against this IFT.

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Yours faithfully,

(Name)

(Name of owners)

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

CHECK LIST

Tender for TRANSPORTATION OF BUTTER

Kindly ensure compliance of the under mentioned requirements as per tender terms & conditions:

1. Whether the prescribed EMD is submitted as Prescribed : YES/NO

2. Details of DD No. date, Bank on which drawn:

DD No..... date:

Drawn on (Bank).....

Branch in favour of MD, KMF
payable at Bengaluru.

CAUTION:

Non-compliance of the EMD clause entail in summary rejection of the tender as per terms & conditions of the Tender.

3. Whether details of Tenderers Bio data are furnished : Yes / No

4. Whether PAN, latest I.T. Clearance, Sales Tax & Service Tax
Certificate are enclosed.

5. Copies of audited P & L, Balance Sheet for the last 3 years : Yes / No

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is enclosed.

6. Whether copies of the vehicle documents like **R.C Book, Tax paid receipt, Insurance & permit** are enclosed : Yes / No
7. Whether, the quotation on the commercial quote tender duly filled up with words & figures : Yes / No
8. Whether details of tenderer's bio-data/vehicles/ Leading vehicles are furnished
9. Whether rate schedule of Commercial Tender Part II enclosed : Yes/No

BIO DATA OF TENDERER

1. ***Full Name of the Transporter*** :
2. (a) H.O. Address :
- (b) Telephone Nos :
- (c) Mobile No. :
- (d) Telegraphic Address :
- (e) E - Mail :
3. Registration -
Sole Proprietor/Partnership/
Company etc. :
4. (a) Name/s of Proprietors/Partners/
Directors etc. :
- (b) Name and designation of the
Principal Officer, his office &
Residence Tel No / Mobile No, if any: :
5. Year of establishment :
6. Number of Branches with their
addresses, Telephone Nos etc. :
(If necessary, attach a list) :
7. Bankers name with full address :
8. Number of vehicles owned, if any, :
with capacity.
(a) Open Trucks :
(b) Covered Trucks :
9. No. of years experience as Transport
Contractor :

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10. Number of vehicles controlled thro' :
 contract or associates, if any, :
 with capacity.
 (a) Open Trucks :
 (b) Covered Trucks :
11. Number of vehicles controlled thro
 contract or associates,if any,with capacity
 a. Open Trucks :
 b. covered Trucks :
12. Name of companies served and :
 products handled
13. Volume of business with the companies :
 In line with 9 above and audited P&I
 A/C,balance sheet accounts for the
 last 3 years (copies to be enclosed)

14. Following particulars to be enclosed:
 a. sales tax clearance certificate
 b. Bankers solvence certificate for
 Rs.25 lakhs
 C. certificate issued under Shops &
 Establishment Act / Excise Act

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.

Yours faithfully,

Seal & Signature of Tenderer

NB: 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.

Sl.	Destinations		Rate quoted for (In Rs.)
No.	From	To	Per Metric tonTon
1	MOTHER DAIRY,BANGALORE	DELHI	
2	NHPP,CHENNAI,ARAYAPATNA, HASSAN (DIST)	DELHI	
3	MANDYA MILK UNION GEJJALAGERE,,MANDYA	DELHI	
4	DHARWAR MILK UNION DHARWAD	DELHI	
5	DEMPO DAIRY,ASANGI, BIJAPUR (DIST)	DELHI	

Note: The above said rates are nett which is inclusive of loading, unloading, toll fee, Statistical charges and other incidental expenses. The transportation shall be on F.O.R delivery basis.

Sign and seal of the tenderer

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