

DHARWAD,HAVERI,GADAG & UTTARAKANNADA DIST. CO-OPERATIVE MILK PRODUCERS'
SOCIETIES UNION LIMITED.,

Lakkammanahalli, Industrial Area, P.B.ROAD, **DHARWAD** – 580004, [Karnataka]
Ph. No. 0836–2467603/2468380, Fax No. 0836- 2468268, E-Mail-dharwarnin@gmail.com

KMF/2015-16/OW/WORK_INDENT574

Date:- 01-09-2015

SHORT TERM E-TENDER NOTIFICATION

The Dharwad, Haveri, Gadag & Uttarakannada Dist.Co-Op Milk Union Limited, Dharwad (DAMUL) invites Tender from the eligible tenderers for **FLOORING AND DRAINAGE NEAR RMRD SILO AREA (Approximate Value of Work Rs. 5.5 Lakhs)** at main dairy Dharwad as per our specification mentioned in tender documents.

The tender processing charges (non-refundable) & EMD of Rs.**13,000/-** may be paid to e-portal in any one of the forms as specified in the tender documents. For further details, can be log on to <https://eproc.karnataka.gov.in> or call e-procurement helpdesk on 080-25501216 / 25501227. The DAMUL will not be held responsible for the website problems if any, last date submission or non-receipt of the same.

1	Last Date & Time for receipt of tenders	16.09.2015, up to 04.00 PM
2	Date & Time for Opening of Technical Bid	18.09.2015, 04.30 PM onwards
3	Date & Time for Opening of Financial Bid	21.09.2015, 11.00AM onwards

Managing Director

CHECK LIST

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

1.	Whether the prescribed EMD is submitted to e-portal?	Yes : No.
2.	Whether details of tenders' Bio-data is uploaded along with technical tender?	Yes : No.
3.	Whether tenderer uploaded the civil Contract License certificate?	Yes : No.
4.	Whether latest Income tax and Service tax clearance certificates attached.	Yes : No.
5.	Whether tenderer uploaded the PAN CARD document ?	Yes : No.
6.	Whether tenderer uploaded the work done certificate exclusively similar said nature of work?	Yes : No.
7.	Whether Last 2 financial years Turnover uploaded ?	Yes : No.

8.	Whether tenderer uploaded the Price-quote document duly filled up in figures and words ?	Yes : No.
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SIGNATURE OF THE TENDERER

TENDER APPLICATION

From:-

TO:-

M/s.

**The Managing Director,
Dharwad Milk Union Ltd.,
Lakkammanahalli Indl.Area,
DHARWAD – 580 004.**

Sir,

Sub: Tender for

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Having examined the tender documents thoroughly and taking into consideration all instructions, terms & conditions detailed in Tender document, I / We hereby submit all the necessary documents and relevant information for above mentioned tender.

I / We understand that the ‘ Managing Director ’ reserves the right to accept or reject any tender / offer.

SIGNATURE OF THE TENDERER

PRICE QUOTE

To:
The Managing Director,
Dharwad Co-Op Milk Union Ltd,
Dharwad

Sir,

SUB:-Flooring and Drainage near RMRD Silo Area at Product dairy Dharwad:-reg

With reference to the above subject , I/We herewith submitting my/our tender Flooring and Drainage near RMRD Silo Area at Product Dairy Premises Reception Dock Dharwad as follows.

Sl.No.	Description of Item	Quantity	Unit	Rate	Amount
1	Dismantling burnt brick masonry in clay mortar/lime mortar/cement mortar and stacking the bricks within a radius of 50m and removing the debris to a distance upto 200m.	5.00	Cum.		
2	KSRB 2-1.2: Earthwork in surface excavation in hard soil for levelling and lowering the ground manually (other than foundation of buildings, culverts, road drains and trenches of pipe lines and cables) and removing the excavated stuff to a distance not exceeding 50m and lift upto 1.5m excavated surface levelled and neatly dressed, disposed earth to be levelled after breaking clods and neatly dressed as per specifications. specification. No. KBS 2.1(b) / 2.3.1	70.00	Cum.		
3	KSRB 2.3 : Filling new murrum brought from outside in sides of foundations upto plinth in layers not exceeding 20 cms. in depth, compacting each deposited layer by ramming after watering with lead upto 50 m. and lift upto 1.5 m. including cost of all labour complete as per specifications.	52.00	Cum.		
4	KSRB 4-1.3 : Providing and laying in position plain cement concrete of mix M7.5 with OPC cement @180Kgs, with 40mm and down size graded granite metal coarse aggregates @ 0.85 Cum and fine aggregates @ 0.57 Cum machine mixed, concrete laid in layers not exceeding 15 cms. thick, well compacted, in foundation and plinth, including cost of all materials, labour, HOM of machinery, curing complete as per specifications. Specification No. KBS 4.1, 4.2	6.00	Cum.		
5	KSRB 4-1.6 ; Providing and laying in position plain cement concrete of mix M15 with cement @240Kgs. with 20mm and down size graded granite metal coarse aggregates @ 0.878 cum and fine aggregates @ 0.459 cum, machine mixed, concrete laid in layers not exceeding 15 cms. thick, well compacted, in foundation,plinth and cills, including cost of all materials, labour, HOM of machinery, curing complete as per specifications. Specification No. KBS 4.1, 4.2. Upto 3.50m Level	2.00	Cum.		
6	KSRB 4.2.2 : Providing and laying in position reinforced cement concrete of design mix M20 with OPC cement @ 320Kgs, with 20mm and down size graded granite metal coarse aggregates @ 0.70 cum and fine aggregates @ 0.47 cum, with superplastisiser @ 3ltrs confirming to IS9103-1999 Reaffirmed-2008, machine mixed, concrete laid in layers not exceeding 15 cms thick, vibrated for all works in foundation footings, pedestals, retaining walls, retaining walls (any thickness) including attached plasters, column, pillars, posts, struts, buttresses, bed blocks, anchor blocks & Plinths etc., including cost of all materials, labour, HOM of machinery, curing, complete as per specifications. Specification No. KBS 4.1, 4.6. --do-- for RCC Gutter .	6.00	Cum.		

7	Centering & Shuttering: KSRB 4-6.4 : Providing and removing centering, shuttering , strutting, propping etc., and removal of form work for vertical surface such as walls at any thickness, including attached pilasters, buttresses, plinth and string courses cost of all materials labour complete as per specifications. Specification No. KBS 4.6.2	106.00	Sqm.		
8	KSRB 4.9.2 : Providing T.M.T. steel reinforcement for R.C.C work including straightening, cutting, bending, hooking, placing in position, lapping and / or welding wherever required, tying with binding wire and anchoring to the adjoining members wherever necessary complete as per design (laps, hooks and wastage shall not be measured and paid) cost of materials, labour, HOM of machinery complete as per specifications.	0.60	M.T.		
9	KSRB 5.2-3 : Providing and constructing granite / trap / basalt size stone masonry in foundation cement mortar 1:6, stone hammerd dressed in courses not less than 20 cms high, bond stones at two m. apart in each course including cost of materials, labour, curing complete as per specifications.	21.00	Cum.		
10	Providing & laying 75mm th. RCC flooring using M20 grade concrete with 20mm & downsize graded granite metal & cleaned river sand including machine mixing, laying, compacting, top finishing with cement mortor 1:3 neat finish excluding cost of reinforcement.	21.00	Sqm.		
11	KSRB 14.9-2 : Providing and laying M-15 cement concrete flooring 60 mm thick with metallic concrete hardner toping, under layer of 45mm thick M-15 cement concrete using broken granite metal of 20mm and down size and top layer of 15mm thick metallic cement hardner consisting of mix 1:2 (1 cement hardner mix : 2 granite metal 10mm nominal size) by volume, with metallic hardening compound of approved quality mix in the ratio of 4:1 (4 part of cement = 1 part of metallic floor hardening compound of approved quality by wt) , including finishing, cost of materials, labour, curing, complete as per specifications. Specification No. KBS 14.4	19.00	Sqm.		
12	KSRB 14.6-1: Providing and laying heavy duty cobble stones 60mm thick interlock pavers, using cement and course sand for manufacture of blocks of approved size, shape and colour with a minimum compressive strength of 281 kg per sqm over 50mm thick sand bed (average thickness) and compacting with plate vibrator having 3 tons compaction force thereby forcing part of sand underneath to come up in between joints, final compaction of paver surface joints into its final level, including cost of materials, labour and HOM of machineries complete as per specifications. Specification No. KBS	184.00	Sqm.		
13	KSRB15-3.8 :Providing 18mm thick sand finish cement plaster in single coat with cement mortar 1:4, to brick masonry including rounding off corners: Providing and removing scaffolding, including cost of materials, labour, curing complete as per specifications.	48.00	Sqm.		
14	KSRB15-3.10 : Providing 20mm thick cement plaster in single coat with cement mortar 1:3, to stone masonry & concrete surface including rounding off corners wherever required smooth rendering, : Providing and removing scaffolding, including cost of materials, labour, curing complete as per specifications.	53.00	Sqm.		

15	Constructing brick masonry chamber 455x610mm, and 450mm depth, (clear inside dimension) for single pipeline, using table moulded non-modular bricks of class designation 50 in cement mortar 1:5, C.I. cover with frame (light duty) 455x610mm internal dimensions, total weight of cover with frame to be not less than 38 Kg (Weight of cover 23Kg and weight of frame 15Kg) R.C.C. top slab with cement concrete 1:2:4 mix 20mm and downsize granite metal, foundation concrete 1:5:10 with 40mm and downsize granite metal inside plastering 12mm thick with cement mortar 1:3, finish smooth with a floating coat of cement on walls and bed concrete complete as per standard design including cost of materials, labour charges, curing complete as per specifications b) 600X600X450-600mm	8.00	No's		
16	Providing and fixing in position RCC Lid of size 750 X 750, as per details and specifications	2.00	No's		
17	KSRB 12-1.1 : Providing and laying in position to required level or slope 100mm internal diameter salt glazed stoneware pipes grade A and jointing with stiff mixture of cement mortar in proportion of 1:1, testing of pipes and joints,including cost of materials, labour charges complete as per specifications. Specification No. KBS 12.2.5 / 12.7	94.00	Rmt.		
TOTAL					

In words (Rs.)

(The Above Price is Inclusive of All Taxes)

I / We hereby once again confirm that, I / We have thoroughly studied the tender document and understood the Terms & Conditions, Tender Specifications, Details of Goods Required etc. I / We fully understand the nature of the item I / We have quoted for, the quantity & specifications of the same also. My / Our offer to supply the stocks is strictly in accordance with these requirement. I / We hereby agree that, the decision of Managing Director, Dharwad, Haveri, Gadag & Uttarakannada Dist. Co-Op Milk Union Ltd. Dharwad shall be final in any dispute regarding the supply, Terms & Conditions of this tender.

SIGNATURE OF THE TENDERER

Tenderer BIO-DATA

1.	Name and Address of the Firm. Telephone No. Cell No:- Fax No. E-Mail.	
2.	Status (Whether an Individual / Partnership / Firm / Public / Private Limited Company)	
3.	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 upload the copy of the same)	
4.	Year of Establishment of Firm.	
5.	Whether Service Tax Certificate is enclosed	
6.	1. Income Tax PAN Certificate No. & Date (Please upload the copy) 2. Any other information you like to furnish	
7.	Whether the tenderer uploaded work done certificate exclusively similar to the said nature of work.	

8.	Last two years Turnover (Please uploaded the copy)	Year	Turnover / Rs. In Lakhs

9. List of leading work done:

Sl. No.	Names of Customer	Value of Business / Lakhs Rs.
1.		
2.		
3.		
4.		
5.		

DECLARATION

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

Place:

Signature of Authorized Representative of the Firm under proper seal.

Date:

TECHNICAL SPECIFICATIONS

Sl.No.	Description of Item	Quantity	Unit
1	Dismantling burnt brick masonry in clay mortar/lime mortar/cement mortar and stacking the bricks within a radius of 50m and removing the debris to a distance upto 200m.	5.00	Cum.
2	KSRB 2-1.2: Earthwork in surface excavation in hard soil for levelling and lowering the ground manually (other than foundation of buildings, culverts, road drains and trenches of pipe lines and cables) and removing the excavated stuff to a distance not exceeding 50m and lift upto 1.5m excavated surface levelled and neatly dressed, disposed earth to be levelled after breaking clods and neatly dressed as per specifications. specification. No. KBS 2.1(b) / 2.3.1	70.00	Cum.
3	KSRB 2.3 : Filling new murrum brought from outside in sides of foundations upto plinth in layers not exceeding 20 cms. in depth, compacting each deposited layer by ramming after watering with lead upto 50 m. and lift upto 1.5 m. including cost of all labour complete as per specifications.	52.00	Cum.
4	KSRB 4-1.3 : Providing and laying in position plain cement concrete of mix M7.5 with OPC cement @180Kgs, with 40mm and down size graded granite metal coarse aggregates @ 0.85 Cum and fine aggregates @ 0.57 Cum machine mixed, concrete laid in layers not exceeding 15 cms. thick, well compacted, in foundation and plinth, including cost of all materials, labour, HOM of machinery, curing complete as per specifications. Specification No. KBS 4.1, 4.2	6.00	Cum.
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6	KSRB 4.2.2 : Providing and laying in position reinforced cement concrete of design mix M20 with OPC cement @ 320Kgs, with 20mm and down size graded granite metal coarse aggregates @ 0.70 cum and fine aggregates @ 0.47 cum, with superplasticiser @ 3ltrs confirming to IS9103-1999 Reaffirmed-2008, machine mixed, concrete laid in layers not exceeding 15 cms thick, vibrated for all works in foundation footings, pedestals, retaining walls, retaining walls (any thickness) including attached plasters, column, pillars, posts, struts, buttresses, bed blocks, anchor blocks & Plinths etc., including cost of all materials, labour, HOM of machinery, curing, complete as per specifications. Specification No. KBS 4.1, 4.6. --do-- for RCC Gutter .	6.00	Cum.
7	Centering & Shuttering: KSRB 4-6.4 : Providing and removing centering, shuttering , strutting, propping etc., and removal of form work for vertical surface such as walls at any thickness, including attached pilasters, buttresses, plinth and string courses cost of all materials labour complete as per specifications. Specification No. KBS 4.6.2	106.00	Sqm.

8	KSRB 4.9.2 : Providing T.M.T. steel reinforcement for R.C.C work including straightening, cutting, bending, hooking, placing in position, lapping and / or welding wherever required, tying with binding wire and anchoring to the adjoining members wherever necessary complete as per design (laps, hooks and wastage shall not be measured and paid) cost of materials, labour, HOM of machinery complete as per specifications.	0.60	M.T.
9	KSRB 5.2-3 : Providing and constructing granite / trap / basalt size stone masonry in foundation cement mortar 1:6, stone hammerd dressed in courses not less than 20 cms high, bond stones at two m. apart in each course including cost of materials, labour, curing complete as per specifications.	21.00	Cum.
10	Providing & laying 75mm th. RCC flooring using M20 grade concrete with 20mm & downsize graded granite metal & cleaned river sand including machine mixing, laying, compacting, top finishing with cement mortar 1:3 neat finish excluding cost of reinforcement.	21.00	Sqm.
11	KSRB 14.9-2 : Providing and laying M-15 cement concrete flooring 60 mm thick with metallic concrete hardner topping, under layer of 45mm thick M-15 cement concrete using broken granite metal of 20mm and down size and top layer of 15mm thick metallic cement hardner consisting of mix 1:2 (1 cement hardner mix : 2 granite metal 10mm nominal size) by volume, with metallic hardening compound of approved quality mix in the ratio of 4:1 (4 part of cement = 1 part of metallic floor hardening compound of approved quality by wt) , including finishing, cost of materials, labour, curing, complete as per specifications. Specification No. KBS 14.4	19.00	Sqm.
12	KSRB 14.6-1: Providing and laying heavy duty cobble stones 60mm thick interlock pavers, using cement and course sand for manufacture of blocks of approved size, shape and colour with a minimum compressive strength of 281 kg per sqm over 50mm thick sand bed (average thickness) and compacting with plate vibrator having 3 tons compaction force thereby forcing part of sand underneath to come up in between joints, final compaction of paver surface joints into its final level, including cost of materials, labour and HOM of machineries complete as per specifications. Specification No. KBS	184.00	Sqm.
13	KSRB15-3.8 :Providing 18mm thick sand finish cement plaster in single coat with cement mortar 1:4, to brick masonry including rounding off corners: Providing and removing scaffolding, including cost of materials, labour, curing complete as per specifications.	48.00	Sqm.
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15	Constructing brick masonry chamber 455x610mm, and 450mm depth, (clear inside dimension) for single pipeline, using table moulded non-modular bricks of class designation 50 in cement mortar 1:5, C.I. cover with frame (light duty) 455x610mm internal dimensions, total weight of cover with frame to be not less than 38 Kg (Weight of cover 23Kg and weight of frame 15Kg) R.C.C. top slab with cement concrete 1:2:4 mix 20mm and downsize granite metal, foundation concrete 1:5:10 with 40mm and downsize granite metal inside plastering 12mm thick with cement mortar 1:3, finish smooth with a floating coat of cement on walls and bed concrete complete as per standard design including cost of materials, labour charges, curing complete as per specifications b) 600X600X450-600mm	8.00	No's
16	Providing and fixing in position RCC Lid of size 750 X 750, as per details and specifications	2.00	No's

17	KSRB 12-1.1 : Providing and laying in position to required level or slope 100mm internal diameter salt glazed stoneware pipes grade A and jointing with stiff mixture of cement mortar in proportion of 1:1, testing of pipes and joints,including cost of materials, labour charges complete as per specifications. Specification No. KBS 12.2.5 / 12.7	94.00	Rmt.
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Joint Director(Engg)

TERMS & CONDITIONS OF CONTRACT

1. Eligible Tenderers

- 1.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of India or any State Government of Union of India**
- 1.2 Tenders from Joint ventures are not acceptable.**

2. Qualification of the Tenderer:

2.1 All Tenderers shall provide the requested information accurately and in sufficient detail.

2.2. To qualify for award of this contract, each Tenderer in its name should have in the last two years

- a) Achieved in at least two financial years a average financial turnover (in all classes of civil engineering construction works only) of Rs 25.00 Lakhs**
- b) Satisfactorily completed, as prime contractor, at least one similar work such as “FLOORING & DRAINAGE’ of value not less than Rs 5.00 Lakhs**
- c) The tenderer should upload work done certificate exclusively similar to the above said nature of work related to the amount.**

3. Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made miss leading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

B. Tender documents

4. Content of Tender documents

The Contractor should go through the Tender Document and submit the response through eprocurement portal online after downloading the tender.

4.1 One Tender per Tenderer:

Each tenderer shall submit only one tender for one work. A tenderer who submits in more than one Tender for the same work will cause all the proposals with the Tenderer’s participation to be disqualified.

5. Cost of Tendering:

- 5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs. Tender processing as mentioned in column No. 5 of Serial No. 5 of I.F.T, as to be furnished by the tenderer by e-payment to e-portal.**

6. Site visit:

- 6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

B. Tender documents

7. Content of Tender documents

- 7.1 The set of tender documents shall have all the Sections given in General conditions

8. Clarification of Tender Documents

9. Amendment of Tender documents

- 9.1 Any addendum thus issued shall be part of the tender documents and shall be published on line in e-Procurement portal.

- 9.2 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

C. Preparation of Tenders

10. Documents comprising the Tender

- 10.1 The tender submitted by the Tenderer shall contain the documents as follows::

- (a) Earnest Money Deposit & tender Processing fee; on line payment through e-Procurement platform.
- (b) Qualification Information as per formats to comply the task created in the e-Procurement Portal under General terms and Conditions and Technical parameters and Documents required from Tenderer.
- (c) The Tender (in the format indicated in Section 4)
- (d) Priced Bill of Quantities (Section 9); online through e-procurement portal, no hardcopy of commercials should be attached or disclosed.

And any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The required documents shall be filled in without exception.

11. Tender prices

- 11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.
- 11.2 The Tenderer shall fill in rates for all items of the Works described in the Bill of Quantities. **Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.**
- 11.3 All prevailing duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

12. Tender validity

- 12.1 Tenders shall remain valid for a period not less than ninety days after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.
- 12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

9. Earnest money deposit

9.1 Earnest Money Deposit/ Bid security

The Tenderer shall furnish, as part of his tender, earnest money deposit in the amount as shown in column 4 of the Table of IFT for this particular work

The Bidder can pay the Earnest Money Deposit (EMD) in the e-Procurement portal using any of the following payment modes:

- Credit Card
- Direct Debit
- National Electronic Fund Transfer (NEFT)
- Over the Counter (OTC)

Tenders must be accompanied by earnest money deposit which can be paid in full amount of Rs. 13000.00 by e-payment.

The supplier/contractor can pay the Earnest Money Deposit (EMD) in the e-Procurement portal using any of the following payment modes:

- Credit Card
- Direct Debit
- National Electronic Fund Transfer (NEFT)
- Over the Counter (OTC)

OTC payment procedure If a contractor/supplier chooses to make payment of EMD/tender processing fees Over The Counter (OTC) in any of the designated ICICI Bank branches listed in the e-Procurement web-site (www.eproc.karnataka.gov.in), the contractor/supplier will need to log into e-Procurement system, access the tender for which bid is being created and then select the OTC option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number and the amount to be remitted. Along with the challan, contractor can choose to make the payment either in the form of cash or in the form of Demand Draft. Cheque payments will not be accepted. The contractor is requested to specifically inform the bank officer to input the unique bid reference number printed in the challan in the banking software. Upon successful receipt of the payment, the bank will provide a 16-digit reference number acknowledging the receipt of payment. This 16-digit reference number has to be entered by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission.

NEFT payment procedure If a contractor/supplier chooses to make payment of EMD/tender processing fees using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) system, the contractor/supplier will need to log into e-Procurement system, access the tender for which bid is being created and then select the NEFT option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number, account details of Government of Karnataka and the amount to be remitted. The contractor has to submit the printed challan to its bank-branch (NEFT-enabled) and request for an account-to-account transfer, wherein the money will get transferred from the contractors' bank account to GOK's bank account. The contractor should ensure that NEFT transfer instructions are executed and the funds are wired to the Government of Karnataka's principal account before the last date for bid submission and preferably 24 hours before the last date for bid submission. If the contractor's bank transfers/wires the money after the last date for bid submission, the contractor's bid will be liable for rejection. Upon executing the transfer, the contractor's bank will provide a reference number generated by NEFT software as confirmation of transfer, which has to be entered by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission. Also, the account number from which the funds were transferred have to be entered in the e-Procurement system as part of its bid.

The tenderer who wish to make Earnest Money Deposit and Tender processing fee payment through Internet Banking facility may do so. The Department is in no way responsible in case the money is not deposited in the notified central pooling account held at Axis Bank, within the stipulated period. The name of the account and the account number and other details are displayed in the generated challan for the information of the tenderer.

The supplier/contractor's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling a/c held at ICICI Bank

EMD amount will have to be submitted by the supplier/contractor taking into account the following conditions:

- a. EMD will be accepted only in the form of electronic cash**
- b. The entire EMD amount for a particular tender has to be paid in a single transaction**

- 13.2 The Earnest Money Deposit shall have validity of 45 days beyond the validity of the tender.
- 13.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 above shall be rejected by the Employer as non-responsive.
- 13.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.
- 13.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.
- 13.6 The earnest money deposit may be forfeited:
 - (a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;
 - (b) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
 - (i) Sign the Agreement; or
 - (ii) Furnish the required Security deposit

14. Format and signing of Tender

Tenderer shall submit the Bid electronically before the submission date and time published in e-procurement portal.

D. Submission of Tenders

15. Sealing and marking of tenders

Tenderer shall submit the Bid electronically before the submission date and time published .

16. Deadline for submission of the Tenders

- 16.1 Tenders must be submitted on line in the e-Procurement portal by the Employer before the notified date and time.
- 16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

17. Late Tenders

- 17.1 In online e-procurement system, tenderer shall not be able to submit the bid after the bid submission time and date as the icon or the task in the e-procurement portal will not be available.

18. Modification and Withdrawal of Tenders

- 18.1 Tender has all the time to modify and correct or upload any relevant document in the portal till Bid submission date and time, as published in the e-procurement portal.
- 18.2 The Tenderer may withdraw his tender before the notified last date and time of tender submission

E- Tender opening and evaluation

19. Opening of all Tenders and evaluation to determine qualified Tenderers:

- 19.1 The Employer will open all the Tenders received in the presence of the Tenderers or their representatives who choose to attend at **4:30 PM** on the date and the place specified in Clause 16. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

- 19.2 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3.

19.3 Tenderer to submit all the Original Documents , which are submitted in e-procurement portal , to the employer for verification at the time of opening of Tender

- 20.2 The Tenderers' names, the Tender prices, the total amount of each Tender, Tender modifications and withdrawals if any and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.
- 20.3 deleted
- 20.4 The Employer shall prepare minute's Tender opening, including the information disclosed to those present.

21. Process to be confidential

- 21.1 Information relating to the examination, clarification, evaluation, and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22 Clarification of Tenders

- 22.1 To assist in the examination, evaluation, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender.. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted.
- 22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its 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 Employer, he should do so in writing. **Tenderer also can submit on line clarification thorough e-Procurement portal through query option .**

**If they have any clarification related to e-Procurement contact e-Procurement Help desk from 9 AM to 9 PM. (Monday to Saturday)
Ph. No. – 080 – 25501216/25201227**

- 22.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, or contract award decisions may result in the rejection of the Tenderers' Tender.

23. Examination of Tenders and determination of responsiveness

- 23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender is substantially responsive to the requirements of the Tender documents.
- 23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.
- 23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

F. Award of Contract

26. Award criteria

- 26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27. Employer's right to accept any Tender and to reject any or all Tenders

- 27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28. Notification of award and signing of Agreement

- 28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.
- 28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.
- 28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security deposit

- 29.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the Conditions of Contract. :
- Cash or
 - Banker's cheque/Demand draft/Pay Order in favour of Managing Director Dharwad Milk Union Ltd Payable at. Dharwad or
 - A bank guarantee in the form given in Section 10; or
 - Specified Small Savings Instruments pledged to Managing Director Dharwad Milk Union Ltd
- 29.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized or Scheduled bank.
- 29.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.
- 29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

31. Corrupt or Fraudulent practices

- 31.1 The GOK requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK:
- (a) 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;
 - (b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.
- 31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1. Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last three years;
2. Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.
3. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.
4. Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause 3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format 9 uploaded separately:

