

TENDER DOCUMENT

FOR

TRANSPORTATION

OF

NANDINI MILK PRODUCTS

through

PARCEL & COURIER SERVICES

KARNATAKA COOPERATIVE MILK PRODUCERS' FEDERATION LIMITED
KMF COMPLEX : DR MH MARIGOWDA ROAD : BANGALORE-560029
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TENDER NOTIFICATION

**TENDER FOR TRANSPORTATION OF NANDINI MILK PRODUCTS THROUGH PARCEL
AND COURIER SERVICES TO THE DESTINATIONS WITHIN AND OUTSIDE
KARNATAKA ON BIENNIAL RATE CONTRACT BASIS (BRC)**

IFT NO: NO.KMF/MKT/II LEG TPT/15/2015-16

DATE:11.09.2015

- 1. The Karnataka Milk Federation, Bangalore, a 2nd largest milk producers' Cooperative Federation in the country invites sealed tender for transportation of milk products from sales depot to various destinations within and outside the Karnataka State, for transportation of milk products through parcel and courier on rate contract basis for a period of 2 years.**
- 2. Interested parties can download the Tender documents from Karnataka Milk Federation Website: www.kmfnandini.coop from 12.09.2015 to 09.10.2015. 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 the tender.**
- 3. Earnest money deposit of Rs. 10,000/- 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 MILK PRODUCTS THROUGH COURIER AND PARCEL SERVICES" clearly on top of the cover, must be delivered to the DIRECTOR (MARKETING), KMF on or before 13.10.2015 upto 13.00 hrs and will be opened on the same day at 14.45 hrs.**
- 5. Other details can be seen in the tender documents.**
- 6. The schedule of the tender is as follows:**

1)	Commencement of tender downloading	12.09.2015
2)	Date/ Time for submission of Tender document	13.10.2015 upto 13.00 hrs
4)	Opening of Technical tender	13.10.2015 at 14.45 hours

For Karnataka Milk Federation Ltd.,

Sd/-
Director (Marketing)

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SECTION II : 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 Parcel & courier services under this Invitation of Tenders.
- 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 Parcel & Courier Service 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.**

Signature of the Tenderer

4.0 Clarification of Tender Documents :

- 4.1 A prospective Tenderer requiring any clarification of the tender documents may notify the MD, KMF in writing or by cable/fax/email 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 not later than **05** 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 or by e-mail, and will be binding on them.
- 5.3 In order to allow prospective tenderer at a 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 Parcel & Courier Service Contractor and ancillary services to be provided by the Tenderer are eligible for providing Parcel & Courier services and conform to the tender documents; and
 - (d) Earnest money deposit furnished in accordance with ITT Clause 13.

Signature of the Tenderer

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 services handled, certificate copy of such registration, Letter of authorization/appointment issued by the competent authority to provide Parcel & Courier services and other certificates, if any.

9.0 **Tender Rates:**

9.1 The Tenderer shall indicate on the Rate Schedule the unit rate and rate per kg/litre/carton for such agency it proposes to provide services under this Contract. However, tenderers shall quote for the complete requirement as 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.

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

9.2 The Tenderer's separation of the rate components in accordance with ITT Clause 9.1 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 adjustable rate quotation will be treated as non-responsive and rejected.**

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 KMF's satisfaction:

- (a) that, in the case of a Tenderer offering to provide Parcel & Courier Services under the contract which the Tenderer did not provide, the Tenderer has been duly authorized (as per authorization form in Section X) by the Parcel & Courier Service Contractor' Owner to provide the such services in Karnataka/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).

Signature of the tenderer

(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 to be submitted.

12.0 Documents Establishing Eligibility and Conformity to Tender Documents:

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 for providing Parcel & Courier Services, which the tenderer proposes to provide under the contract.

12.2 The documentary evidence of conformity of the Parcel & Courier 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 Parcel & Courier service;
- (b) an item-by-item commentary on the KMF's Technical Specifications demonstrating substantial responsiveness of the Parcel & Courier Service Contractor and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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.

13. Earnest Money Deposit (E M D):

13.1 Pursuant to ITT clause 7, the Tenderer shall furnish, as part of its tender, an E.M.D of Rs.10,000 (Ten Thousand only)

13.2 The EMD is required to protect the KMF against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to Clause.13.7.

13.3 The EMD deposit shall be denominated in Indian Rupees and shall:

13.4 At the tenderer's option, be in the form of either a Pay Order, or a Demand Draft from a Nationalised/Scheduled Bank located in India drawn in favour of Managing Director, KMF payable at Bengalure. Such a payment shall valid for a period of minimum 90 days.

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

13.6 Unsuccessful Tenderer's EMD will be discharged/returned as promptly as possible as but not later than 30 days after the expiration of the period of tender validity prescribed by the KMF, pursuant to ITT clause.14.

Signature of the tenderer

- 13.7 Successful Tenderer's Earnest Money Deposit will be discharged/returned upon the Tenderer signing the contract, pursuant to ITT clause.30, and furnishing the performance security, pursuant to ITT clause 31.
- 13.8 Earnest Money Deposit does not carry any interest.
- 13.9 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.
- 13.10 The tender Earnest Money Deposit may be forfeited:
- (a) If a Tenderer (i) withdraws the tender during the period of tender validity specified by the KMF Ltd in the Tender Form; or (ii) does not accept the correction of errors pursuant to ITT Clause or
- (b) In case of a successful Tenderer, if the Tenderer fails:
- (i) To execute and sign the Contract agreement in accordance with ITT Clause; or
(ii) To furnish Performance Security in accordance with ITT Clause 31

14. **Period of Validity of Tenders**

- 14.1 Tenders shall remain valid for 45 days after the deadline for submission of tenders prescribed by the KMF pursuant to ITT Clause 17. A tender valid for a shorter period shall be rejected by the KMF as non-responsive.
- 14.2 In exceptional circumstances, the KMF may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or fax). The earnest money deposit provided under ITT Clause 13 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

15. **Format and Signing of Tender**

- 15.1 The tenderer shall submit the tender document in original.
- 15.2 The original copy of the tender shall be typed or handwritten in indelible ink and shall be duly signed by the tenderer or a person/s duly authorized to bind the tender to the contract. Written Power of Attorney accompanying the tender shall indicate the letter of authorization. All pages of the tender document except for un-amended printed literature shall be initialed by the person signing the tender document.
- 15.3 Any interlineations, erasures or overwriting shall be valid only if the persons or persons signed the tender initial them.
- 15.4 The tenderer shall furnish information as described in the form of tender of commissions or gratuities, if any, paid or to be paid to agents relating to this tender and to contract execution if the tender is awarded the contract.

Signature of the tenderer

D.Submission of Tenders

16. Sealing and Marking of Tenders

16.1 The tenderer 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 envelope shall –

- i) be addressed to the Director (Marketing), Karnataka Milk Federation, KMF Complex, Dr.M.H.Marigowda Road, Bangalore-560029
- ii) bear the **invitation for Tender (IFT) title and number, prescribing a statement 'Don't open before 13-10-2015:Time:13.00 hrs.**

16.3 The inner envelope shall also indicate the name and address of the tenderer 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 KMF will assume no responsibility for the tender's misplacement or premature opening.

16.5 Cable or facsimile or email renders will be rejected.

16.6 The tenderers must use their own letter head for submitting the tender.

17. Deadline for Submission of Tenders

17.1 Tender complete in all respects and EMD must be received by KMF at the address specified under ITT Clause 16.2 not later than the time and date specified in the Invitation for Tender (Section-I). In the event of the specified date for the submission of the tender being declared a holiday for the KMF, the tender will be received upto to the specified time on the next working day.

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 KMF and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

17.3 Incomplete tender will be liable for rejection.

18. Late Tenders

18.1 Any tender received by the KMF after the deadline for submission of tenders prescribed by the KMF, pursuant to ITT Clause 17 will be rejected and/or returned unopened to the tenderer.

19. Modification and Withdrawal of Tenders

19.1 The tenderer may modify or withdraw its tender after the tenderer's submission subject to written notice of the modification or withdrawal is received by the KMF prior to deadline prescribed for submission of tenders.

Signature of the tenderer

- 19.2 The tenderers' modification or withdrawal notice shall be prepared, sealed, marked and despatched/submitted in accordance with the provisions of ITT Clause 16. A withdrawal notice may also be sent by 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 time prescribed for submission of tenders.
- 19.2 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 13.7.

E. Tender Opening and Evaluation of Tenders

20. Opening of Tenders by the KMF

- 20.1 The KMF will open all tenders, Technical Part – I, in the presence of Tenderers representatives who choose to attend, as specified in Section-I of the technical tender and in the following location:

Karnataka Milk Federation
KMF Complex, Dr.MH Marigowda Road
Bangalore-560 029

The Tenderer's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Tender opening being declared a holiday for the KMF, 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 KMF 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.
- 20.4 The KMF will prepare minutes of the tender opening.

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.

Signature of the tenderer

- 22.2 Where the Tenderer has quoted for more than one schedule, if the tender security furnished is inadequate for all the schedules, the KMF 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 lower 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.
- 22.4 The KMF 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 KMF 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 KMF'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 KMF 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.
- 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.

Signature of the tenderer

24. Contacting the KMF:

- 24.1 Subject to ITT Clause 21, no Tenderer shall contact the KMF 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 KMF, it should do so in writing.
- 24.2 Any effort by a Tenderer to influence the KMF 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 KMF 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 the KMF deems necessary and appropriate by the KMF.
- 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 KMF 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. KMF's right

- 27.1 The KMF reserves the right at the time of award of Contract or during the validity of contract to increase or decrease by up to 25 percent of the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- 27.2 KMF reserves the Right to Accept Any Tender and to reject any or All Tenders without assigning any reasons.
- 27.3 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.
- 27.4 KMF reserves the right to recover the direct losses and consequential losses if any, arising out of usages of material provided to the Parcel & Courier service contractor. The recovery of loss could be from both the present pending/future bills of the Parcel & Courier service contractor OR from the Security Deposit submitted by the Parcel & Courier service contractor or from such other legal consequences as may be necessary in this behalf.

Signature of the tenderer

28. **Notification of Award**

- 28.1 Prior to the expiration of the period of tender validity, the KMF will notify the successful tenderer in writing by email, letter or fax, that his tender has been accepted.
- 28.2 The notification of award will constitute the formation of the Contract.
- 28.3 Upon the successful Tenderer's furnishing of performance security & execution of agreement pursuant to ITT Clause 31, the KMF shall award the Contract.
- 28.4 If, after notification of award, a Tenderer wishes to ascertain the grounds on which its tender was not selected, it should address its request to the MD - KMF. The MD - KMF will promptly respond in writing to the unsuccessful Tenderer.

29. **Signing of Contract**

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

30. **Performance Security**

- 30.1 Within 21 days of the receipt of notification of award from the KMF, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents or in another form acceptable to the KMF.
- 30.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 28.2 or ITT Clause 29.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the KMF may make the award to the next lowest evaluated Tenderer or call for new tenders.

31. **Corrupt or Fraudulent Practices**

- 31.1 The KMF 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 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;

Signature of the tenderer

- (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.

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.

Signature of the Tenderer

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SECTION III – GENERAL CONDITIONS OF CONTRACT

1. Definition

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

- a) “The Contract” means the agreement entered into between the KMF 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;
- 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 Goods” means all the equipment, machinery, and/or other materials which the Tenderer is required to supply to the KMF under the Contract;
- d) “Services” means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations 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 KMF” means the organization (KMF) hiring the Parcel & Courier Service Contractor, as name in SCC.
- h) “The KMF’s country” is the country named in SCC.
- i) “The Tenderer” means ‘Parcel & Courier Service Contractor’ the individual or firm providing Parcel & Courier Service Contractor 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

4.1 The Parcel & Courier Service contractor shall not, without the KMF’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 KMF 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 Parcel & Courier Service contractor shall not, without the KMF’s prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

Signature of the Tenderer

- 4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the KMF and shall be returned (in all copies) to the KMF on completion of the Parcel & Courier Service contractor performance under the Contract if so required by the KMF.
- 4.4 The Parcel & Courier Service contractor shall permit the KMF to inspect the Parcel & Courier Service contractor accounts and records relating to the performance of the Parcel & Courier Service contractor and to have them audited by auditors appointed by the KMF, if so required by the KMF.

5. Patent Rights

- 5.1 The Parcel & Courier Service contractor shall indemnify the KMF against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Parcel & Courier Service contract agency or any part thereof in India.

6. Performance Security

- 6.1 Within 21 days of receipt of the notification of contract award, the Parcel & Courier Service Contractor shall furnish Performance Security to the KMF for an amount of **Rs.50,000 (Rupees Fifty Thousand only) in the form of BG/FDR 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 BG/ DD/ FDR, 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 Parcel & Courier Service contractor failure to complete its obligations under the Contract.
- 6.3 It is however understood that, notwithstanding the amount of Bank guarantee/ security deposit / FDR / the Parcel & Courier Service 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 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 KMF and returned to the Parcel & Courier Service contractor not later than 90 days following the date of completion of the Parcel & Courier Service Contractor's performance obligations, including any Warranty obligations, under the Contract.

Signature of the Tenderer

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 180 days after the completion of performance obligations including Warranty obligations.

7. **Inspections and Tests**

7.1 The KMF or its representative shall have the right to inspect the Parcel & Courier Service contractor books of records to confirm their conformity to the Contract specifications at no extra cost to the KMF. SCC and the Technical Specifications shall specify what inspections and tests the KMF requires and where they are to be conducted. The KMF shall notify the Parcel & Courier Service 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 Parcel & Courier Service contractor or its subagent(s), at point of delivery and/or at the final destination. If inspection conducted on the premises of the Parcel & Courier Service contractor or its sub agent (s), all reasonable facilities and assistance, including access to stocks, documents shall be furnished to the KMF's officers at no charge to the KMF.

7.3 Should during any inspection Parcel & Courier Service contractor fail to conform to the specifications, the KMF may reject the Parcel & Courier Service contract and the Parcel & Courier Service contractor agent shall either replace or make alterations necessary to meet the specification requirements free of cost to the KMF.

7.4 The KMF's has every right to inspect, where necessary, shall in no way be limited or waived by reason of the Parcel & Courier Service contractor having previously been inspected, and passed by the KMF or its representative prior to the Parcel & Courier Service contractor agent shipment.

7.5 Nothing in GCC Clause 7 shall in any way release the Parcel & Courier Service contract from any warranty or other obligations under this Contract.

8.0 **Incidental Services:**

8.1 The Parcel & Courier Service contractor may be required to provide any or all of the following services, including additional services, if any. Specified in SCC:

- a) performance or supervision of the Parcel & Courier Service contractor;
- b) furnishing of information required for efficient performance of the Parcel & Courier Service contract;
- c) performance or supervision contractor, for a period time or further extended period of time agreed by the parties, provided that this service shall not relieve the Parcel & Courier Service contractor of any obligations under this Contract.

Signature of the Tenderer

9.0 **Payment:**

- 9.1 The method and conditions of payment to be made to the Parcel & Courier Service Contract under this Contract shall be specified in the SCC.
- 9.2 The Parcel & Courier Service Contract request(s) for payment shall be made to the KMF in writing, accompanied by an invoice describing, as appropriate, the Parcel & Courier Service Contract delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the contract.
- 9.3 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 Parcel & Courier Service Contractor.
- 9.4 Payment shall be made in Indian Rupees.

10.0 **Rates:**

- 10.1 Rates payable to the Parcel & Courier Service Contract as stated in the contract shall be firm during the performance of the contract.
- 10.2 The contract rate means the finalized rate, payable to the Parcel & Courier Service Contract under the contract for tender and also for the full & proper performance of the contractual obligations.
- 10.3 The contract rate shall remain constant for the period of contract unless the item is categorized under 'VARIABLE RATE BASIS'
- 10.4 On any other account increase/decrease in rate will not be allowed during the contract period except as per clause **8.1 of Other Contract Conditions**.

11. **Change Orders**

- 11.1 The KMF 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 Parcel & Courier Service Contractor;
 - b) the method of stocking in the vehicle.
 - c) the additional places to be covered for stock despatches

12. **Contract Amendments**

- 12.1 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.

13. **Assignment**

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

Signature of the Tenderer

14 **Subcontracts**

14.1 The Parcel & Courier Service Contract 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 Parcel & Courier Service Contract from any liability or obligation under the contract.

15.0 **Delays in the Parcel & Courier Service Contract Performance**

15.1 Performance of the Services shall be made by the Parcel & Courier Service Contract in accordance with the time schedule specified by the KMF in the Schedule of Requirements.

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

15.3 Except as provided under GCC Clause 24, a delay by the Parcel & Courier Service Contractor in the performance of its delivery obligations shall render the Parcel & Courier Service Contract 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.

16 **Liquidated Damages**

16.1 Subject to GCC Clause 24, if the Parcel & Courier Service Contractor fails to perform the Services within the period(s) specified in the Contract, the KMF 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 as may be appropriate to the case/incident or happening of the Contract Rate. Once the maximum is reached, the KMF may consider termination of the Contract pursuant to GCC Clause 23.

16.2 In the event of Parcel & Courier Service Contractor fails to provide sufficient labour and vehicles in time resulting in delay of loading and dispatch of stocks, KMF will make alternate arrangements and increased cost incurred over and above the contracted rate will be recovered from the Parcel & Courier Service Contractor bills.

Signature of the Tenderer

17. **Termination for Default**

17.1 The KMF may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Parcel & Courier Service Contractor, terminate the Contract in whole or part:

- a) if the Parcel & Courier Service Contractor fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the KMF pursuant to GCC Clause 21; or
- b) if the Parcel & Courier Service Contractor fails to perform any other obligation(s) under the Contract.
- c) If the Parcel & Courier Service Contractor, in the judgment of the KMF 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.

17.2 In the event the KMF terminates the Contract in whole or in part, pursuant to GCC Clause 20.1, the KMF may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Parcel & Courier Service Contractor shall be liable to the KMF for any excess costs for such similar Parcel & Courier Service Contractor’s services. However, the Parcel & Courier Service Contractor shall continue the performance of the Contract to the extent not terminated.

18. **Force Majeure**

18.1 Notwithstanding the provisions of GCC Clause 21, 22, 23, the Parcel & Courier Service 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 failure to perform its obligations under the Contract is the result of an event of Force Majeure.

18.2 For purposes of this Clause, “Force Majeure” means an event beyond the control of the Parcel & Courier Service Contractor and not involving the Parcel & Courier Service Contractor fault or negligence and not foreseeable. Such events may included, but are not limited to, acts of the KMF either in its sovereign or contractual capacity, wars or revolutions, fire, floods, epidemics, quarantine restrictions and freight embargoes.

Signature of the tenderer

18.3 If a Force Majeure situation arises, the Tenderer shall promptly notify the KMF in writing of such conditions and the cause thereof. Unless otherwise directed by the KMF in writing, the Parcel & Courier Service 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.

19. **Termination for Insolvency**

19.1 The KMF may at any time terminate the Contract by giving written notice to the Parcel & Courier Service Contractor, if the Parcel & Courier Service Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Parcel & Courier Service 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 KMF.

20 **Termination for Convenience**

20.1 The KMF, by written notice sent to the Parcel & Courier Service 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 KMF's convenience, the extent to which performance of the Parcel & Courier Service Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

21.0 **Settlement of Disputes:**

21.1 The KMF and the Parcel & Courier Service 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.

21.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the KMF or the Parcel & Courier Service 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.

21.3 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 Parcel & Courier Service Contractor under the Contract.

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

Signature of the tenderer

21.5 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 Parcel & Courier Service Contractor any monies due for such contractor.

22.0 Limitation of Liability:

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

- (a) the Parcel & Courier Service Contractor shall not be liable to the KMF, 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 Parcel & Courier Service Contractor to pay liquidated damages to the KMF; and
- (b) the aggregate liability of the Parcel & Courier Service 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

23.0 Governing Language:

23.1 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.

24.0 Applicable Law

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

25.0 Notices

25.1 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.

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

26.0 Taxes and Duties

26.1 Parcel & Courier Service Contractors shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, insurance etc., during the period of contract.

Signature of the Tenderer

OTHER CONTRACT CONDITIONS:

1.0 VALIDITY OF CONTRACT:

- 1.1 The validity of contract shall be for a period of **two** years, unless terminated by either party as provided hereunder, subject to periodical review of operations / services.
- 1.2 The commencement of contract shall be from the date of execution of contract agreement & furnishing of prescribed Bank Guarantee / Security Deposit.
- 1.3 KMF reserves the right to extend the contract for a further period from the date of expiry of contract and for such further extension the contract price, terms and conditions shall remain unaltered.
- 1.4 In the event of not renewing the agreement beyond two years or upon termination, the Parcel & Courier Service Contractor shall peacefully handover the goods and documents, records and other articles entrusted by KMF to any of the official so nominated, upon termination of the contract, the Parcel & Courier Service Contractor's right to access to warehouse, goods, etc., shall cease immediately.

2.0 RECEIPT OF STOCK

- 2.1 The invoice/ stock transfer invoice shall be given at the loading destination & accordingly the stock has to be carefully taken delivery & loaded to the vehicle. On receiving the stock & the e-sugam, the LR copy has to be raised by the Parcel & Courier Service Contractor & hand it over to KMF Depot before leaving the premises.
- 2.2 The stocks received in sealed condition shall be carefully received & loaded to your vehicle & any leakage / damage noticed on the carton / bag, the same shall be brought to the notice of Federation forthwith for taking further action. Failure to inform, the Parcel & Courier Service Contractor shall be fully liable to compensate such loss incurred.

3.0 DELIVERIES & DESPATCHES

- 3.1 The Parcel & Courier Service Contractor shall deliver the stocks in good condition on door delivery basis to the destinations mentioned in the invoice / stock transfer invoice along with copies of documents such as delivery challan/ lorry receipt/ tax invoices/ debit notes and such other documents. .
- 3.2 As per the documents/ tax invoices, the Parcel & Courier Service Contractor shall draw stocks of our products from the warehouse/depot/Union/Unit and arrange for the required delivery/despatch stocks immediately and also in respect of NMP products or at earliest instance but not later than 24hrs of receipt of despatch document. Parcel & Courier Service Contractor shall possess sufficient vehicles with close container for regular local deliveries. If the stocks are not despatched in time and if there is found to be undue delay in dispatches, alternative arrangement could be done by the Federation to supply stock. The expenditure incurred on such account shall be recovered fully from Parcel & Courier Service Contractor.

Signature of the Tenderer

- 3.3** The Parcel & Courier Service Contractor shall make arrangements for Transportation on carriers risk basis for all Nandini products handled at Depot for both local and upcountry dispatches and at the time of quoting transportation rates the same should include freight insurance and all other costs.
- 3.4** The KMF will indicate the names and signatures of persons who will be signing, on behalf of Federation the documents pertaining to Clause 8.1. The Parcel & Courier Service Contractor shall also indicate in writing the names & signatures of persons authorized to receive / withdraw stocks on their behalf against proper documents. If not, Parcel & Courier Service Contractor will be responsible for all consequences
- 3.5** The KMF reserves the right to increase / decrease the existing number of destinations at its discretion.
- 3.6** The Parcel & Courier Service Contractor shall ensure that deliveries / dispatches are effected without any delay. However, if a situation arises, due to unavoidable circumstances & that deliveries / dispatch is not possible on a particular day, the Parcel & Courier Service Contractor must ensure that the goods are put back on the same day in the respective warehouse concerned under intimation in writing to KMF. The goods so returned shall be entered in the stock book maintained in the warehouse.
- 3.7** The Parcel & Courier Service Contractor shall be responsible for short delivery of the intact cartons/packages/ bags to dealers, damage to goods due to careless / improper handling by his staff and shall make good such losses to KMF by making immediate payment.

4.0 RESPONSIBILITY FOR STOCKS:

- 4.1** The Parcel & Courier Service Contractor will accept goods as per the Invoice / stock transfer invoice and give acknowledgement for having received the goods by persons authorized to sign & shall affix seal of the firm.
- 4.2** The Parcel & Courier Service Contractor shall be responsible for mis-delivery, non-delivery or shortage of the goods by reason of any act or omission or commission on Parcel & Courier Service Contractor's part while the goods are in their custody. He shall ensure that each delivery is made accurately and that the goods pertaining to particular destination is delivered as indicated on the invoice.
- 4.3** The stocks received by Parcel & Courier Service Contractor from our Union / Unit/ Depot or other company shall be entirely the property of KMF and Parcel & Courier Service Contractor shall not have any lien or charge in its favour.

Signature of the Tenderer

- 4.4 Any KMF officer or designated representatives will have right to visit all the warehouse premises at any time Federation feels the need to inspect the stocks loaded to the vehicle. The Parcel & Courier Service Contractor shall not draw any stocks without having physically received corresponding documents / instructions in writing from depot.
- 4.5 The Parcel & Courier Service Contractor shall deploy adequate staff to perform the functions effectively. The staff so provided shall maintain cordial relations with the staff of KMF and shall not give room for any untoward incidents.
- 4.6 Parcel & Courier Service Contractor shall clear all the invoices raised on the day, whatever it may be of any quantity both local and upcountry despatches.

5.0 PAYMENT

- 5.1 The Parcel & Courier Service Contractor shall submit monthly bills to Federation/Bangalore Sales Depot preferably on or before 5th of succeeding month in respect of remuneration for the services rendered for due verification, seal and sign of the KMF representatives.. The Federation shall thereafter make payment of those bills by account payee cheque / demand draft after deducting DD commission, within 15 days provided the claims are in order in all respects. TDS at source and other statutory recoveries as per I T act & other rules will be made as applicable.
- 5.2 The remuneration payable will remain valid from the date of the commencement of business under agreement.
- 5.3 The Parcel & Courier Service Contractor shall be paid freight at the rates agreed upon in respect of despatches made for local dealers and up country dealers. The II Leg transport charges & local delivery charges are liable for revision from the 1st of the succeeding month @ of 0.3% for every 1% increase / decrease of fuel prices from the date of next increase/decrease.
- 5.4 The Parcel & Courier Service Contractor shall make arrangements for PICK UP OF STOCKS FROM DEPOTS / UNITS OF KMF AS PER INVOICE / STOCK TRANSFER INVOICE & delivery of stocks for local and also for upcountry at the mutually agreed rates. The delivery to local dealers shall be on the same day and upcountry dealers at the earliest time of receipt of documents, in any case not later than 24 hours on receipt of documents. The freight charges for II Leg transportation to local and upcountry dealers will be paid as per the contract rate and is liable for revision in case of revision of diesel prices. The increase or decrease in freight rates will be considered from the 1st of the succeeding month @ of 0.3% for every 1% increase / decrease of fuel prices.

6.0 TERMINATION OF AGREEMENT

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

Signature of the Tenderer

- 6.2** On the termination of the agreement thereby created, the Parcel & Courier Service Contractor shall forthwith account for and handover to the Federation all the goods of the Federation and also all books, documents, registers and all other papers pertaining to this agreement.
- 6.3** It is also agreed that upon termination of this agreement, Parcel & Courier Service Contractor shall surrender the Federation's property and with-draw from the storage space/s referred.
- 6.4** The Parcel & Courier Service Contractor dues will be settled within two months after accounting of the stocks and the Bank Guarantee will be returned duly discharged provided it is in order in all respects.
- 6.5** Without prejudice to any of the clauses mentioned, Federation may forthwith terminate this agreement immediately upon the happening of any one or more of the following events.
- 6.6** In the opinion of the Federation, if the Parcel & Courier Service Contractor becomes incapable of carrying out the agreement executed and the duties there under.
- 6.7** In case, if Parcel & Courier Service Contractor fails to carry out the instructions given to him for proper working of this agreement.
- 6.8** Notwithstanding anything contained earlier clauses and without prejudice to any remedy, the Federation may have against Parcel & Courier Service Contractor for the breach or non-performance of this agreement the Federation shall have the right to summarily terminate this agreement with immediate effect under the following events.
- 6.9** In case Parcel & Courier Service Contractor is committing breach of any of the provisions of this agreement or being found guilty of misconduct
- 6.10** If Parcel & Courier Service Contractor is absenting, from or omitting to attend to the business of the Federation entrusted to it.
- 6.11** If Parcel & Courier Service Contractor is found guilty of fraud, gross negligence or any other reason of like nature.

Signature of the Tenderer

7.0 DISPUTES :

7.1 The KMF and the Parcel & Courier Service 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 Managing Director, KMF shall be final & binding on Parcel & Courier Service Contractor.

8.0 FORCE MAJEURE

8.1 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, and Earth Quakes or because of law & order, proclamation regulation or cause.

9.0 INDEMNITY:

9.1 The Parcel & Courier Service Contractor shall remain liable to comply with all formalities required under any local laws and / or control orders and / or Government rules and shall take all any necessary steps for obtaining registrations, licenses, renewals thereof, maintaining proper registers and also submitting necessary returns to the authorities in liaison with our Tax Consultant and Pre-Auditors. In the event of any contravention of the provisions of the local laws as a result of failure on Parcel & Courier Service Contractor part to comply with the requirements, Parcel & Courier Service Contractor shall remain fully liable and shall also keep the Federation indemnified against any risk and / or the cost arising thereof.

9.2 The Parcel & Courier Service Contractor shall have to indemnify and also keep indemnified the KMF against or all damages or losses caused to KMF & arising from any omission or commission, defaults etc., for which, KMF shall not be responsible in any manner whatsoever

10.0 INSURANCE OF VEHICLES

10.1 For the vehicles engaged by Parcel & Courier Service Contractor in the process of delivering the goods at various points specified in this agreement, Parcel & Courier Service Contractor should arrange 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 goods or at loading point or at the time of delivery of the goods 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 Parcel & Courier Service Contractor or by any of his hired transporters on account of this.

Signature of the Tenderer

10.2 The contract of Parcel & Courier Service Contractor arrangement will be valid only for a period of **two years**, with a provision to **extend for further** at the discretion of the Federation, or for such lesser/extended period as may be mutually determined by notice or otherwise by either party as contemplated in the above clauses. No compensation will be paid to, Parcel & Courier Service Contractor by Federation either upon expiry of the contract period or under termination of the period of agreement by notice by either party as per clause mentioned under termination of Parcel & Courier Service Contractor service on circumstances referred in this tender.

11.0 JURISDICTION

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

Signature of the Tenderer

SECTION IV : SPECIAL CONDITIONS OF CONTRACTTable of clauses

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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 **two years**.
- 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 issual of Biennial Rate Contract Award.
- 1.3 KMF reserves the right to extend the Biennial Rate contract for a further period from the date of expiry of contract, for such further extension the Biennial 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 contract & call for fresh tender without thereby incurring any liability to the affected Parcel & Courier Service Contractor or any obligation to inform the affected contractor on the grounds of KMF action.
- 1.5 In the event of not renewing the agreement beyond two years or upon termination by KMF to be given to any of the official so nominated upon termination of contract, the Parcel & Courier Service Contract shall cease immediately.

2.0 Forfeiture of Performance Security/Security Deposit:

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

- 2.1 the Parcel & Courier Service Contractor 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 Parcel & Courier Service Contractor;
- 2.4 After award of contract, during inspection, if the Parcel & Courier Service Contractor is proved not having the infrastructure as declared in Technical Tender Part – I; the same shall be treated as Breach of contract by the Parcel & Courier Service Contractor. 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 Intent (LOI) 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.

Signature of the tenderer

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 Parcel & Courier Service Contractor for revision in respect of Duties, Cess, Surcharge on Duty, Taxes & VAT should be supported by relevant Govt notification/s order.

Signature of the Tenderer

SECTION V : SCHEDULE OF REQUIREMENTS

(To be inserted in the Tender Documents by the Tenderer, 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	For providing Parcel & Courier Service Contractor	ONE	Rs.10,000 (Ten Thousand only)	Rs.50,000 (Fifty Thousand only)

(The Technical qualification are as specified in the Section VI of the tender document)

Part - II

Commercial Quote for services to be provided by the Parcel & Courier Service Contractor separately.

Signature of the Tenderer

SECTION VI – TECHNICAL QUALIFICATIONS

1. For providing Parcel & Courier Service Contractor should be in a position to provide owned/hired vehicle for transaction of milk products from the sourcing place to designated destinations well in time without any interruption.
2. The Parcel & Courier Service Contractor Agent should have requisite infrastructure facilities like vehicle for supply of stocks to designated depots/parties, etc.
3. Should have good contacts with leading local transporters for dispatch of stocks to dealers locally and upcountry.
4. The Parcel & Courier Service Contractor shall offer his quotation in respect of II Leg transportation mentioned in Part – II of Commercial Tender in addition to Part- I which is compulsory.
5. The Parcel & Courier Service Contractor shall have the experience of Loading/ unloading, handling and stocking of stocks systematically .
6. Should be financially sound.

Signature of the Tenderer

SECTION VII: QUALIFICATION CRITERIA

1. (a) The tenderer should be a owner who must have owned and provided the Parcel & Courier Service Contractor services similar to the type specified in the 'Schedule of Requirements.
- (b) Tenders of tenderers quoting as authorized representative of a owner, meeting with the above requirement in full, can also be considered provided:
- (c) The owner furnishes authorization in the prescribed format assuring full guarantee and 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

Proforma for performance statement for the last two years

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

Name of the Firm.....

Order Placed by (Full Address of company)	Order No. & Date	Description of Parcel & Courier Service Contractor handled	Value Of Order	Date of Completion of Contract / in vogue Actual	Remarks Indicating Reasons for discontinuation If any	Has the Parcel & Courier agency has been satisfactorily Functioning. (Attach a Certificate from the company)

Signature of the Tenderer

ANNEXURE - A
DATA OF THE FIRM

1. Name of the firm

Address of Reg. Office code	STD	Phone (O)/Mob	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

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/Service Tax Registration No. :

12. Excise classification No .Registration No (Chapter/Section/subsection) :

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 :

Signature of the Tenderer

SECTION VIII : TENDER FORM

Date:.....

IFT No.....

TO: (Name and address of KMF)

Gentlemen and/or Ladies:

Having examined the Tender Documents including Addenda Nos..... (insert numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Parcel & Courier Service Contractor 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 Parcel & Courier Service Contract in accordance with the requirements specified in the Schedule of Requirements.

If our tender is accepted, we will furnish 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.

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

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

(Signature)

(in the capacity of)

Duly authorized to sign Tender for and on behalf of :

SECTION IX : PERFORMANCE SECURITY BANK GUARANTEE FORM

To.....(Name of KMF)

WHEREAS.....(Name of Parcel & Courier Service Contractor)
Hereinafter called "the Parcel & Courier Service Contractor" has undertaken, in pursuance of Contract No..... dated.....2015 to provide Parcel & Courier Service Contract hereinafter called "the Contract".

AND WHEREAS, it has been stipulated by the Federation in the said Contract that, the Parcel & Courier Service Contractor shall furnish KMF with a Bank Guarantee/ FDR by recognized bank for a sum specified therein as security for compliance with the Parcel & Courier Service Contractor's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Parcel & Courier Service Contract as a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Parcel & Courier Service Contractor, up to a total of **Rs..50,000/- (Rupees Fifty Thousand only)** and we undertake to pay you, upon your first written demand declaring the Parcel & Courier Service Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limit of **Rs.50,000/- (Rupees Fifty Thousand only)** as aforesaid, without your needing to provide or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the.....day of.....20.....

Signature and Seal of Guarantors

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

Date.....2015

Address:.....
.....
.....

BIO DATA OF TENDERER

- 1 **Full Name of the Parcel & Courier Service Contractor:**
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 in the area :
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, taken on
hire with capacity
- a. Open Trucks :
- b. covered Trucks :
12. Name of companies we serve and :
products we handle
13. Volume of business with the companies :
mentioned in 9above and audited P&l
A/C,balance sheet accounts for the last 3 years (copies to be enclosed)

DECLARATION

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

Seal & Signature of Tenderer

COMMERCIAL TENDER PART II

QUALIFICATION

The commercial offers of such of those tenderers who qualify themselves for being considered "appointment" of Parcel & Courier Service Contractor by fulfilling the entire terms and conditions as laid in Part-I "Technical Tender" of this tender; will be considered for the finalization of the tender. The tenderers are instructed to go through tender instructions before quoting their rates.

The Other commercial offers not qualifying as above will be rejected outright.

SIGNATURE OF THE TENDERER

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LIST OF DESTINATIONS

**TRANSPORTATION OF NANDINI MILK PRODUCTS: DAILY PARCEL / COURIER SERVICES
FROM ORIGIN TO DESTINATION**

SL.NO.	ORIGIN	DESTINATION	AMOUNT(Rs) PER Kg
1	BANGALORE	MYSORE	
2	BANGALORE	TUMKUR	
3	BANGALORE	MANDYA	
4	BANGALORE	HASSAN	
5	BANGALORE	KOLAR	
6	BANGALORE	MANGALORE	
7	BANGALORE	SHIVAMOGGA	
8	BANGALORE	DHARWAR / HUBLI	
9	BANGALORE	BIJAPUR	
10	BANGALORE	BELGAUM	
11	BANGALORE	GULBERGA	
12	BANGALORE	BELLARY	
13	BANGALORE	DEMPO DAIRY ,ASANGI	
14	BANGALORE	CHENNAI (TN)	
15	BANGALORE	TRICHY (TN)	
16	BANGALORE	TIRUPATI (AP)	
17	BANGALORE	HYDERABAD (TELANGANA)	
18	BANGALORE	VIJAYAWADA (AP)	
19	BANGALORE	PANAJI (GOA)	
20	BANGALORE	PUNE (MAHARASTRA)	
21	BANGALORE	DELHI	
22	BANGALORE	KANNUR (KERALA)	
23	BANGALORE	ERNAKULAM (KERALA)	
24	BANGALORE	KOLKOTA (WB)	
25	BANGALORE	GUWAHATI (ASSAM)	
26	MYSORE	BANGALORE	
27	TUMKUR	BANGALORE	
28	MANDYA	BANGALORE	
29	HASSAN	BANGALORE	
30	KOLAR	BANGALORE	
31	MANGALORE	BANGALORE	
32	SHIMOGA	BANGALORE	
33	DHARWAR/HUBLI	BANGALORE	
34	GULBERGA	BANGALORE	
35	BELLARY	BANGALORE	

Continued in the page 43

Signature of the Tenderer

SL.NO.	ORIGIN	DESTINATION	AMOUNT(Rs) PER Kg
36	MANDYA	MYSORE	
37	DEMPO DAIRY ,ASANGI	BANGALORE	
38	DEMPO DAIRY ,ASANGI	HUBLI/DHARWAR	
39	HUBLI/DHARWAR	MANGALORE	
40	HUBLI/DHARWAR	DEMPO DAIRY ,ASANGI	
41	PUTTUR	MANGALORE	
42	PUTTUR	BANGALORE	
43	MANGALORE	HASSAN	
44	HASSAN	MANGALORE	
45	MYSORE	HASSAN	
46	HASSAN	MYSORE	

NOTE:

The rate Quoted shall be inclusive of all charges like pick up from origin point ,freight,loading / unloading,door delivery and toll fee etc.

Signature of the Tenderer