KARNATAKA COOPERATIVE MILK PRODUCERS' FEDERATION LIMITED
KMF COMPLEX : DR MH MARIGOWDA ROAD : BANGALORE – 560029
Phone : 25536567 / 26096832/822/823/854/877/ Fax : 080-25536105 E'mail : purchase@kmf.coop

IFT NO.: KMF/PUR/CPC/ e-proc: Tender- 141/ 2015-16 **Date:05.12.2015**

SHORT TERM TENDER NOTIFICATION

(Through e-Procurement Portal only)

1) The Karnataka Milk Federation, Bangalore invites tenders from eligible tenderers for the supply of the item(s)/ goods listed below On Annual Rate Contract(ARC) basis:

Sl.No.	Description	Annual Requirement	EMD Amount in Rs.
1	Supply of Aluminium alloy 40 liter capacity Milk Cans with Lid	30200 Nos.	Rs. 20,00,000/
2	Supply of Aluminium Alloy 40 liter capacity can spare Lids	22700 Nos.	Rs.2,20,000/-
3	Supply of HDPE Partition Crates	261500 Nos.	Rs.16,00,000/-
4	Supply of Stainless Steel 40 liter capacity Milk Cans with lids	4160 Nos.	Rs.3,50,000/-
5	Supply of Stainless Steel milk can spare Lids	4900 Nos.	Rs.60,000/-

2) The tenderers may submit tenders for any or all of the item/goods given above. Tenderers are advised to note the qualification criteria specified in Section VII to qualify for award of the contract.

3) Tender documents may be downloaded from e-procurement website https://eproc.karnataka.gov.in/. Interested tenderers may obtain further information at the same address. The KMF will not be held responsible for the website problems if any, last date submission or non-receipt of the same.

4) Tenders must be accompanied by security of the amount specified in the tender document, drawn in favour of e-procurement Government of Karnataka. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for 45 days beyond the validity of the tender i.e. total for 135 days.

Date of commencement of Tender Download : 07.12.2015 onwards
Last date for submission of Tender : on or before 06.01.2016 up to 3.30 PM
Date of opening of Technical Tender : on 08.01.2016 at 10.05 hours.

Date of opening of Commercial Tender :Intimated later.

5) Other details can be seen in the tender document.

For KARNATAKA MILK FEDERATION

Sd/-

DIRECTOR (PURCHASE)

KARNATAKA COOPERATIVE MILK PRODUCERS' FEDERATION LIMITED
KMF COMPLEX : DR MH MARIGOWDA ROAD : BANGALORE-560029
Phone : 25536567 / 26096822/832/854/877 Fax : 080-25536105 E'mail : purchase@kmf.coop

TENDER DOCUMENT

Tender for Supply of Packaging Materials through **E-Procurement Portal**

IFT NO.: KMF/PUR/CPC/ Tender- 141/ 2015-16 **Date:05.12.2015**

Phone No: 080-25536567
Fax : 080-25536105
TENDER NOTIFICATION DATE: 05.12.2015
LAST DATE FOR UPLOADING OF e-TENDER DOCUMENT: 06.01.2016
TIME: up to 15.30Hours
(A) SCHEDULE OF EVENTS

1)	**Commencement of download of e-tender forms from website https://eproc.karnataka.gov.in**	07.12.2015
2)	**Last date for queries on or before**	02.01.2016
3)	**Last date for uploading of Tender document on e-procurement platform on or before**	06.01.2016
4)	**Opening of Tenders Technical bid**	08.01.2016

(B) VENUE: **OFFICE OF THE MANAGING DIRECTOR**
KARNATAKA COOPERATIVE MILK PRODUCERS' FEDERATION LIMITED,KMF COMPLEX, DR MH MARIGOWDA ROAD,
D.R.COLLEGE POST, BANGALORE-560 029.

(C) Opening of Financial Bid: Financial bid of only those responsive tenderers of technical bid will be opened on a date notified or on any further dates to be notified / informed to the responsive bidders.

(D) Validity of contract: will be for one year from the date of issual of Annual Rate Contract, which may further be extended by another four months. Completed tender document shall be up loaded through e-tendering system using their **user ID** and to be addressed to OFFICE OF THE MANAGING DIRECTOR, KARNATAKA COOPERATIVE MILK PRODUCERS' FEDERATION LIMITED, KMF COMPLEX, DR MH MARIGOWDA ROAD, D.R.COLLEGE POST,
BANGALORE-560 029 in the manner described under instructions in Section-I

SECTION II : INSTRUCTIONS TO TENDERERS

INDEX

Sl. No.	*Clause*	*Page No.*
1.	Eligible Tenderers	4
2.	Cost of Tendering	4
3.	Contents of Tender Documents	4
4.	Clarification of Tender Documents	4
5.	Amendment of Tender Documents	5
6.	Language of Tender	5
7.	Documents comprising the Tender	5
8.	Tender Form	5
9.	Tender Prices	5
10.	Tender Currency	6
11	Document establishing Tenderers eligibility & Qualification	6
12	Documents establishing Goods Eligibility and conformity To Tender documents	6
13	Earnest Money Deposit (E.M.D)	6
14	Period of Validity of Tender	7
15	Format and Signing of Tender	7
16	Sealing and Marking of Tenders	7
17	Deadline for submission of Tenders	7
18	Late Tenders	7
19	Modification and withdrawal of Tenders	7
20.	Opening of Tenders by the Purchaser	8
21.	Clarification of Tenders	8
22.	Preliminary Examination	8
23.	Evaluation and Comparison of Tenders	9
24.	Contacting the Purchaser	10
25.	Post-qualification	10
26.	Award Criteria	10
27.	Purchaser's Right to Vary Quantities at Time of Award	10
28.	Purchaser's Right to Accept any Tender and to Reject any or all Tenders	10
29.	Notification of Award	10
30.	Signing of contract	10
31.	Performance Security	11
32.	Corrupt and Fraudulent Practices	11

SECTION II : INSTRUCTION TO TENDERERS

A. Introduction

1. **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 Purchaser to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.

1.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.

2. **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 Purchaser", 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. **Contents of Tender Documents**

3.1 The goods 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 (IIT);
(b) General Conditions of Contract (GCC);
(c) Special Conditions of Contract (SCC);
(d) Schedule of Requirements;
(e) Technical Specifications;
(f) Tender Form
(g) Earnest Money Deposit Form;
(h) Contract Form;
(i) Performance Security Form;
(j) Performance Statement Form;
(k) Manufacturer's Authorization Form; and
(l) Equipment and Quality Control Form
(m) Annexures A, B & C

B. Commercial Tender Part – II consists of:

(a) Commercial Tender Part – II
(b) Commercial Tender Price Quote

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

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

Signature of the Tenderer

5. **Amendment of Tender Documents**

5.1 At any time prior to the deadline for submission of tenders, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendment.

5.2 All prospective tenderers who have received the tender documents will be notified of the amendment in writing or by cable or by fax, and will be binding on them.

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

C. Preparation of Tenders

6. **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 Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translation shall govern.

7. **Documents Constituting the Tender**

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

(a) A Technical Tender Form Part – I and a Price Schedule Commercial Tender Part – II completed in accordance with ITT Clauses 9 and 10;

(b) Documentary evidence established in accordance with IIT 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 goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the tender documents; and

(d) Earnest money deposit furnished in accordance with ITT Clause 13.

8. **Tender Form**

8.1 The Tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices. (Through E-Portal)

9. **Tender Prices**

9.1 The Tenderer shall indicate on the Price Schedule the unit prices and total tender prices of the goods it proposes to supply under the Contract. To this end, the tenderers are allowed the option to submit the tenders for any one or more schedules specified in the 'Schedule of Requirements' and to offer discounts for combined schedules. However, tenderers shall quote for the complete requirement of goods specified under each schedule on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award.

9.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

(i) the price of the Rawmaterial quoted (Ex-works Basic price, duties, Cess and statuaries already paid)

(ii) the price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and

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

9.4 Prices quoted by the Tenderer shall be fixed on `variable price basis' as indicated in Clause 16 of the GCC.

Signature of the Tenderer

10. **Tender Currency**

10.1 Prices shall be quoted in Indian Rupees:

11. **Documents Establishing Tenderer's Eligibility and Qualifications**

11.1 Pursuant to ITT Clause 7, the Tenderer shall furnSish, 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 Purchaser's satisfaction.

(a) That the Tenderer has the financial, technical, and production 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:

(b)

(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 equipments/materials offered and on those of similar nature within the past three/five years' and details of current contracts in hand and other commitments (suggested proforma given in Section XII);

12. **Documents Establishing Goods' 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 of all goods which the tenderer proposes to supply under the contract.

12.2 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature and shall consist of:

(a) A detailed description of the essential technical and performance characteristics of the goods;

(b) a list giving full particulars, including available sources and current prices etc. for a period of two years, following commencement of the use of the goods by the Purchaser; and

(c) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

12.4 Submission of Sample

1) Only sample/s conforming to KMF specification/s to be submitted directly to Purchase Department, K M F Ltd, KMF Complex, Dr. Marigowda Rd, Bangalore 560029.

2) The samples to be submitted as per sample schedule. Non submission of sample shall disqualify the tenderer from the participation.

3) The film samples shall be subjected for test evaluation by KMF and also by 3rd party. The out-come shall be final and binding for both parties.

4) The tested samples are not returnable.

13. Earnest Money Deposit (E M D):

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

a) **EMD will be accepted in the form of electronic cash in any of the designated ICICI Bank, branches located across the country** and will be maintained in the Government central pooling account ICICI Bank until the contract is closed.

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

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

Signature of the Tenderer

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

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

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

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

13.5 Refund of E M D

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

13.6 The tender Earnest Money Deposit may be forfeited:

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

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

(i) To execute and sign the Contract agreement in accordance with ITT Clause or

(ii) To upload Performance Security in accordance with ITT Clause

14. **Period of Validity of Tenders**

14.1 Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the Purchaser pursuant to ITT Clause 17. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.

14.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex 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**: not applicable.

D. Submission of Tenders

16. **Sealing and Marking of Tenders**. Not applicable.

17. **Deadline for Submission of Tenders**

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

17.2 The Purchaser 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 Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

18. **Late Tenders**

18.1 Any tender received by the Purchaser after the deadline for uploading shall be rejected.

19. **Modification and Withdrawal of Tendersf**

19.1 No tender may be modified subsequent to the deadline 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.

Signature of the Tenderer

E. Tender Opening and Evaluation of Tenders

20. **Opening of Tenders by the Purchaser**

20.1 The Purchaser will open all tenders/ Technical Part – 1, in the presence of Tenderers representatives who choose to attend, at 4:00 pm on 08.01.2016 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 Purchaser, 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 Purchaser at its discretion, may consider appropriate, will be announced at the opening.

20.3 Based on merits of details (reg. infrastructure, production and supply capacity etc.) furnished by the tenderer in Technical Tender Part – I & the test results of sample/s submitted, the eligibility of tender for opening of Commercial Tender Part – II shall be decided.

20.4 The PART-II COMMERCIAL TENDER of the tenderers who do not satisfy any/all the terms and conditions specifically so mentioned under PART-I Technical Tender and/or whose samples do not pass through the prescribed technical parameters in the quality assessment tests to be conducted at reputed Laboratory/Dairy shall not be considered eligible and shall not be opened. OR

20.5 On the following day of opening of Technical tenders the list of tenderer, the date & timing for testing the sample Films shall be announced

20.6 The Tenderer/Authorised Representative present for the testing shall have to sign the test report for having witnessed the test conducted in their presence.

20.7 The Tenderer / Authorised Representative should contact the Addl.Director(Quality Control), KMF at above address in this behalf.

20.8 In the absence of the Tenderer/Authorised Representative the tests as scheduled shall be carried out and the findings of tests shall have to be accepted by the Tenderer. No quality evaluation report shall be given to the Tenderer or Authorised Representative.

20.9 PART-II Commercial Tender, wherein the rates tendered by those who qualify themselves for and are selected as per the terms and conditions prescribed in PART-I TECHNICAL TENDER only will be considered and decided for the award of contract for the supply of tendered pouch film, ghee film, on the basis of the rates tendered/finalised, the assured monthly supply capacity and site inspection, if required.

21. **Clarification of Tenders:**

21.1 During evaluation of tenders, the Purchaser 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 Purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order. Tenders from Agents shall be treated as non-responsive.

22.2 Where the Tenderer has quoted for more than one schedule, if the tender security furnished is inadequate for all the schedules, the Purchaser shall take the price tender into account only to the extent the tender is secured. For this purpose, the extent to which the tender is secured shall be determined by evaluating the requirement of 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.

Signature of the Tenderer

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

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

22.4 Prior to the detailed evaluation, pursuant to ITT Clause 23, the Purchaser will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or

Objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 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 Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

23. **Evaluation and Comparison of Tenders**:

23.1 The Purchaser will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 22 for each schedule separately. No tender will be considered if the complete requirements covered in the schedule is not included in the tender. However, as stated in ITT Clause 9, Tenderers are allowed the option to tender for any one or more schedules and to offer discounts for combined schedules. These discounts will be taken into account in the evaluation of the tenders so as to determine the tender or combination of tenders offering the lowest evaluated cost for the Purchaser in deciding award(s) for each schedule.

23.2 The Purchaser's evaluation of a tender will exclude and not take into account:

a) any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

23.3 The Purchaser's evaluation of a tender will take into account the tender price such price to include all costs as well as duties and taxes duly paid. in the manner and to the extent indicated in ITT Clause 23.4 and in the Technical Specifications.

a) Cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;

b) delivery schedule shall be decided and furnished by the KMF Unit/ Unions.

c) deviations in payment schedule from that specified in the Special Conditions of Contract.

23.4 Pursuant to ITT Clause 23.3, one or more of the following evaluation methods will be applied:

a) <u>Inland Transportation, Insurance and Incidentals:</u>

i) Inland transportation, insurance and other incidentals for delivery of goods to the final destination as stated in ITT Clause 9.2(iii).

The above costs will be added to the tender price.

b) <u>Delivery Schedule:</u>

i) The Purchaser requires that the goods under Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. delivery schedule shall be decided and furnished by the KMF Unit/ Unions.

24. **Contacting the Purchaser**:

24.1 Subject to ITT Clause 21, no Tenderer shall contact the Purchaser 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 purchaser, it should do so in writing.

24.2 Any effort by a Tenderer to influence the Purchaser in its decisions on tender evaluation, tender comparison or contract award may result in rejection of the Tenderer's tender.

Award of Contract

25. **Post-qualification:**

25.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 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 production capabilities. It will be based upon an examination of the documentary evidence and manufacturing facility by the KMF Officer's Committee.

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 Purchaser 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 Purchaser will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

27. **Purchaser's right to vary Quantities**

27.1 The Purchaser 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.

28. **Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders**

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

28.2 KMF reserves the right to recover the direct losses and consequential losses if any, arising out of usages of material supplied by the contractor. The recovery of loss could be from both the present pending/future bills of the contractor OR from the Security Deposit submitted by the contractor.

28.3 KMF reserves the right to select & decide the number of suppliers / contractors to be on the panel of suppliers / contractors for supply of Film/other materials, irrespective of number of tenderer/s who offer to match their prices to the lowest tender or negotiated price, without thereby incurring any liability to the affected tenderer/s or any obligatory to inform the affected tenderers on the grounds of KMF action.

29. **Notification of Award**

29.1 Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer in writing by email, letter or fax, that his tender has been accepted.

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

29.3 Upon the successful Tenderer's furnishing of performance security & execution of agreement pursuant to ITT Clause 31, the Purchaser shall award the Contract.

The Purchaser shall discharge the Earnest Money Deposit, pursuant to ITT Clause 13.

30. **Signing of Contract**

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

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

Signature of the Tenderer

31. **Performance Security**

31.1 Within 21 days of the receipt of notification of award from the Purchaser, 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 Purchaser.

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

32. **Corrupt or Fraudulent Practices**

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

(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 any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the KMF Ltd and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive KMF of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

32.2 Furthermore, Tenderers shall 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

SECTION III : GENERAL CONDITIONS OF CONTRACT

INDEX

Sl. No.	*Clause*	*PageNo.*
1.	Definitions	13
2.	Application	13
3.	Standards	13
4.	Use of Contract Documents and Information; Inspection and Audit by Government	13
5.	Patent Rights	14
6.	Performance Security	14
7.	Inspection and Tests	14
8.	Manuals & Drawings	15
9.	Packing	15
10.	Delivery and Documents	15
11	Insurance	15
12	Transportation	15
13	Incidental Services	15
14	Spare Parts	15
15	Warranty	15
16	Payment	15
17	Prices	16
18	Change Orders	16
19	Contract Amendments	16
20.	Assignment	16
21.	Subcontracts	16
22.	Delays in Supplier’s Performance	16
23.	Liquidated Damages	17
24.	Termination of Default	17
25.	Force Majeure	17
26.	Termination for Insolvency	18
27.	Termination for Convenience	18
28.	Settlement of Disputes	18
29.	Limitation of Liability	18
30.	Governing Language	18
31.	Applicable Law	19
32.	Notices	19
33.	Taxes and Duties	19

SECTION III – GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

1. **Definitions**

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

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

b) "The Contract Price" means the price payable to the Supplier under the Contract for full and proper performance of its contractual obligations;

c) "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser 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 Supplier 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 Purchaser" means the organization purchasing the Goods, as name in SCC.

h) "The Purchaser's country" is the country named in SCC.

i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.

j) "The Government" means the Government of Karnataka State.

k) "The Project Site", where applicable, means the place or places named in SCC.

l) "Day" means calendar day.

2. **Application**

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

3. **Standards**

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

4. **Use of Contract Documents and Information; Inspection and Audit by the Government**

4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier 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 Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

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

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

Signature of the Tenderer

5. **Patent Rights - Not applicable**

6. **Performance Security**

6.1 Within 21 days of receipt of the notification of contract award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 10% of the contract value for Machiners/Equipments & 5% of the Contract value for other items valid up to 120 days after the date of completion of performance / contract period.

6.2 The EMD shall be adjustable towards Performance Security at the request of the tenderer.

6.3 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

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

a) A Bank guarantee issued by a Nationalized/Scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser; or

b) A cashier's check or Banker's certified check, or crossed demand draft or pay order drawn in favour of the Purchaser; or

c) Specified small savings instruments pledged to the Purchaser.

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

6.6 In the event of any contract amendment, the Supplier shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including Warranty obligations.

7. **Inspections and Tests**

7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

7.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.

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

7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

Signature of the Tenderer

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

7.6 **Manuals and Drawings**

8.0 Packing

8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

8.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

8.3 Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each Package will be marked on three sides with proper paint/indelible ink the following:

i) Project, ii) Contract No., iii) Suppliers Name, and iv) Packing List Reference number.

9. **Delivery and Documents**

9.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10. **Insurance**

10.1 The Goods supplied under the contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War risks and Strikes.

11. **Transportation**

11.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination, including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

12. **Incidental Services – Not applicable**

13**. Spare Parts – Not applicable**

14. **Warranty - Not applicable**

15. **Payment**

15.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.

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

15.3 After submission of the invoice or claim by the Supplier Payments shall be made from concern Milk Union/Unit promptly by the Purchaser, 90% payment shall be made within 15 days after inspection and acceptance, balance 10% shall be released within 30 days..

15.4 Payment shall be made in Indian Rupees.

Signature of the Tenderer

16. Prices

16.1 The contract price means the finalised price, payable to the contractor / supplier under the contract for supplies and also for the full & proper performance of the contractual obligations

16.2 The contract price shall remain constant for the period of contract unless the item is categorized under 'VARIABLE PRICE BASIS'

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

16.4 **For finalizing the price/s of the items coming under 'VARIABLE PRICE BASIS'**

1) For LD/LLDPE film and LDPE liners for SMP, the ruling price of **RIL grade** LDPE1005 FY20 shall be taken as the basis.

2) For Aluminium Alloy Milk Can with lid & spare lid the price is based on the raw material (Aluminium circles) basic price of **M/s.Hindalco Industries Limited** shall be taken as the basis.

3) For HDPE partition crates the ruling Ex-works price of M/s. Reliance Industries Limited HDPE M60075 grades shall be taken as basis.

16.5 1) After the award of rate contract, any revision in Ex-Works BASIC PRICE as applicable by RIL for the above said grade of polymers, the pro-rata increase/decrease shall be effected to the purchase price.

2) After the award of the rate contract any revision in Ex-Works BASIC PRICE by M/s. HINDALCO INDUSTRIES LIMITED shall be taken into consideration for calculating the increase/decrease in price of the Aluminium Milk can with lid & spare lid against the production of documentary evidence by the supplier/s.

3) After the award of rate contract any revision in Ex-works basic price of **M/s. Reliance Industries Limited** shall be taken into consideration for calculating the increase/decrease in the price of HDPE partition crates against the production of documentary evidence by the supplier/s.

4) The revised prices shall be effective from the seventh(7th) day from the date of revision(ez: for prices revised on 1st day of the month, the revised prices shall be effective from 7th of the same month).

17. **Change Orders**

17.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

a) the method of shipping or packing;
b) the place of delivery; and/or c) the services to be provided by the Supplier

18. **Contract Amendments**

18.1 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.

19. **Assignment**

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

20. **Subcontracts – Not applicable**

21. **Delays in the Supplier's Performance**

21.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

Signature of the Tenderer

21.2 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22.

22. **Liquidated Damages**

22.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price.. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 23.

22.2 Non Execution of Purchase Order:

In case of non-execution of Purchase Order/s placed by Unit / Unions, in full / partly, penalty equal to 5% of the value of PO or non- executed part of PO shall be recoverable. The same could be recovered from the firm's outstanding bills or the security deposit of the Contractor.

23. **Termination for Default**

23.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

a) if the Supplier 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 Purchaser pursuant to GCC Clause 21; or

b) if the Supplier fails to perform any other obligation(s) under the Contract.

c) If the Supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for an in executing the Contract.

For the purpose of this Clause:

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

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

23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue the performance of the Contract to the extend not terminated.

24**. Force Majeure**

24.1 Not withstanding the provisions of GCC Clause 21,22, 23, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Signature of the Tenderer

25. **Termination for Insolvency**

25.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

26. **Termination for Convenience**

26.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

26.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

27. **Settlement of Disputes**

27.1 The Purchaser and the supplier 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.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party 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.

27.2.1 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 Goods under the Contract.

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

27.3 Notwithstanding any reference to arbitration herein,

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

(b) The Purchaser shall pay the Supplier any monies due for the Supplier.

28. **Limitation of Liability**

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

(a) the Supplier shall not be liable to the Purchaser, 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 Supplier to pay liquidated damages to the Purchaser; and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price,

29. **Governing Language**

29.1 The contract shall be written in English language. Subject to GCC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

Signature of the Tenderer

30. **Applicable Law**

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

31. **Notices**

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

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

32. **Taxes and Duties**

32.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

Signature of the Tenderer

SECTION IV : SPECIAL CONDITIONS OF CONTRACT

INDEX

Sl. No.	*Clause*	*Page No.*
1.	Definitions (GCC Clause 1)	21
2.	Inspection and Tests (GCC Clause 7)	21
3.	Delivery and documents (GCC Clause 9)	21
4.	Incidental Services (GCC Clause 12)	22
5.	Payment (GCC Clause 15)	22
6.	Settlement of Disputes (GCC Clause 27)	22
7.	Notices (GCC Clause 31)	22
8.	Progress of Supply	22
9.	Right to use defective equipment	23
10.	Supplier Integrity	23
11	Supplier’s Obligation	23
12	Patent Rights	23

SECTION IV : SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions (GCC Clause 1)

(a) The Purchaser is The Managing Director, Karnataka Milk Federation, Bangalore
(b) The Supplier is……

2. Inspection and Tests (GCC Clause 7)

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

1) The Aluminium Alloy 40 liters capacity milk can & spare lid samples submitted by the Bidders shall be tested .

2) The Bidders shall have to enclose a non refundable fee of Rs.10,000/- for each milk can & Rs.3000/- for each lid respectively in the form of DD towards testing charges. In case of testing charges more than Rs.10,000/- & Rs.3000/- for can & lid respectively the same shall have to be remitted by the tenderer on intimation from this office.

3) The Stainless steel 40 liters capacity milk can & spare lid samples submitted by the Bidders shall be tested

4) The Bidders shall have to enclose a non refundable fee of Rs.10,000/- for each milk can & Rs.3000/- for each lid respectively in the form of DD towards testing charges. In case of testing charges more than Rs.10,000/- & Rs.3000/- for can & lid respectively the same shall have to be remitted by the tenderer on intimation from this office.

5) The testing charge amount shall have to be submitted along with the tender in the form of Demand Draft drawn on any Nationalized / Schedule Bank payable at Bangalore in the name of Managing Director-KMF.

6) The Bidders who have not submitted the testing charges as indicated above along with the samples, such tender will be liable for rejection.

3. Delivery and Documents (GCC Clause 9)

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

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

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

(iii) Four Copies of packing list identifying the contents of each package;

(iv) Insurance certificate;

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

Signature of the Tenderer

4. Incidental Services (GCC Clause 12)

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

5. Payment (GCC Clause 15)

5.1 In case of 90% of payment shall be released within 15 days on arrival of consignment, its quality evaluation and acceptance of film. Balance 10% shall be after consumption of film OR within 30 days of arrival of consignment whichever is earlier.

5.2 In case of other tendered items 100% payment shall be made within 15-20 days on arrival of consignment and acceptance

5.3 Out station payment shall be made by Demand Draft, the bank commission charges shall be to supplier's account.

6. Settlement of Disputes (Clause 27)

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

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

b) Arbitration proceedings shall be held at Bangalore Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

c) The decision of the arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

7. **Notices (Clause 31)**

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier:

Purchaser: The Managing Director,
Karnataka Cooperative Milk Producers' Federation Limited,
KMF Complex, Dr MH Marigowda Road, Bangalore-560 029

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

8. **Progress of Supply:**

Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:

- Quantity offered for inspection and date;
- Quantity accepted/rejected by inspecting agency and date;
- Quantity dispatched/delivered to consignees and date;
- Quantity where incidental services have been satisfactorily completed with date;
- Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
- Date of completion of entire Contract including incidental services, if any; and
- Date of receipt of entire payments under the Contract

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

Signature of the Tenderer

9. **Right to use defective equipment**: Not applicable
10. **Supplier Integrity**:

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

11. **Supplier's Obligations**:

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

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

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

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

12. **Patent Rights**:

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

Signature of the Tenderer

SPECIAL CONDITIONS OF CONTRACT TO MEET SPECIFIC REQUIREMENT OF KMF

1.0 Validity of contract & extension of contract:

1.1 The validity of contract shall be for a period of one years as detailed in the notification for the respective items .

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 Annual Rate Contract.

1.3 KMF reserves the right to extend the Annual Rate contract for a **period of 90 day** from the date of expiry of contract, for such extension the Annual Rate Contract price, terms and conditions shall remain unaltered. In case of quarterly & half yearly rate contract the KMF reserves the right to extend the contract for a **period of** from the date of expiry of contract.

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 contractor or any obligation to inform the affected contractor on the grounds of KMF action.

2.0 Forfeiture of Performance Security/Security Deposit:

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

2.1 the contractor's failure to perform contract as specified;

2.2 the termination of contract by KMF for non performance of contract;

2.3 towards recovery of liquidated damages assessed against the contractor;

2.4 after award of contract, during inspection, if the contractor is proved not having the infrastructure as declared in Technical Tender Part – I to produce & supply the quality packing material/consumable/equipments the same shall be treated as Breach of contract by the 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 Acceptance (LOA) to the successful tenderer that their tender has been accepted, the KMF shall send the prescribed format of agreement, which shall have to be executed within 21 days time. The value of non judicial stamp paper shall be not less than Rs.200/-.

4.0 Transfer of Contract:

4.1 The contract is not transferable on any account whatsoever.

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

5.0 Taxes and Duties:

5.1 The price finalized for contract shall be NETT, FOR destination basis, i.e., inclusive of Excis Duty, P&F charges, Taxes at the rate ruling as on the date of finalization/award of contract.

5.2 Thereafter any variation or introduction of Sales Tax or Cess in statutory levies like Excise Duty, Sales Taxes or VAT on finished product or the raw material/s during the contract period, the same shall be applicable & come into effect as per Government Notification.

5.3 Any claim of contractor / supplier for revision in respect of CESS, Surcharge on Duty, Taxes & VAT should be supported by relevant Govt. notification/s order.

6.0 Guarantee on quality of goods:

6.1 The supplier shall have to guarantee the quality of goods supplied, strictly as per specification of contract/ purchase orders.

6.2 If the material supplied is found not as per contract/purchase order specification, the material shall be liable for rejection. On intimation from the Unit/Unions the contractor shall have to arrange replacement of material as per specification. If the supplier delays / fails to make arrangement to replace the goods, KMF /Union may make arrangement to procure the goods from alternative source. Any extra expenditure incurred on this alternative arrangement shall be debited to the account of supplier under contract.

Signature of the Tenderer

6.3 If supplier fails to make good this loss, the same shall be recoverable from the pending bills or security deposit.

6.4 The Contractor shall not indulge in supplying the rejected / returned materials. If the contractor is found indulging such practice the Annual/Biennial/Triennial Rate Contract shall be liable for cancellation, forfeiture of security deposit and black listing of firm

6.5 In case of, the Triennial/Biennial/Annual Rate Contract prices being finalized on usage of LDPE & LLDPE at the prescribed ratio. At random all film samples shall be subjected for testing at Product Application Centre, M/s.Reliance Industries Limited or Central Institute of Plastic Engineering Technology, Mysore/Chennai or Herbert Butler Technology Institute, Kanpur for the content of LLDPE The test findings of these laboratories shall be final & binding for both KMF/Unions and the supplier.

6.6 In case of adverse test results on content of LLDPE the same shall be treated as Breach of Contract by the contractor. Further, the consignment of film shall be liable for rejection, the rejected film shall be returned duly damaged to avoid its misuse.

6.7 The Annual/Biennial/Triennial Rate Contract of concerned contractor shall be cancelled.

6.8 The Security Deposit shall be forfeited

6.9 The concerned film supplier shall be banned from participating in future tenders.

6.10 All other Milk Federation in the country shall be informed about the conduct of the firm & its black listing by KMF

7.0 Indemnity:

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

Signature of the Tenderer

SECTION V : SCHEDULE OF REQUIREMENTS

EMD & SECURITY DEPOSIT

Part – I **Schedule I**

	Description	Annual Requirement	EMD Amount in Rs.	Security. Deposit (Rs.)
1	Aluminium alloy 40 liter capacity Milk Cans with Lid	30200 Nos.	Rs. 20,00,000/	5% of the order value
2	Aluminium Alloy 40 liter capacity can spare Lids	22700 Nos.	Rs.2,20,000/-	
3	HDPE Partition Crates	261500 Nos.	Rs.16,00,000/-	
4	Stainless Steel 40 liter capacity Milk Cans with lids	4160 Nos.	Rs.3,50,000/-	
5	Stainless Steel milk can spare Lids	4900 Nos.	Rs.60,000/-	

The placement of purchase order & delivery schedule shall be given by the respective milk Unions / Unit/s of KMF

SIGNATURE OF TENDERER

SAMPLE SCHEDULE

Sl.No.	Description	Sample to be submitted
1	Aluminium alloy 40 liter capacity Milk Cans with Lid	2 Nos.
2	Aluminium Alloy 40 liter capacity can spare Lids	2 Nos.
3	HDPE Partition Crates	5 Nos.
4	Stainless Steel 40 liter capacity Milk Cans with lids	02 Nos.
5	Stainless Steel milk can spare Lids	02 Nos.

Note: Sample should not be embossing your company address/logo/Phone Numbers/email etc., on the Sample/Item. Details should be mentioned/ printed on paper and paste it on the sample.

1) The Aluminium Alloy 40 litres capacity milk can & spare lid samples submitted by the Bidders shall be tested at
2) The Bidders shall have to enclose a non refundable fee of Rs.10,000/- for each milk can & Rs.3000/- for each lid respectively in the form of DD towards testing charges. In case of testing charges more than Rs.10,000/- & Rs.3000/- for can & lid respectively the same shall have to be remitted by the tenderer on intimation from this office.
3) The Stainless Steel 40 litres capacity milk can & spare lid samples submitted by the Bidders shall be tested at Bangalore / Suratkal or any other Institution or laboratory for its conformity to the KMF specifications.
4) The Bidders shall have to enclose a non refundable fee of Rs.10,000/- for each milk can & Rs.3000/- for each lid respectively in the form of DD towards testing charges. In case of testing charges more than Rs.10,000/- & Rs.3000/- for can & lid respectively the same shall have to be remitted by the tenderer on intimation from this office.
5) The testing charge amount shall have to be submitted along with the tender in the form of Demand Draft drawn on any Nationalized / Schedule Bank payable at Bangalore in the name of Managing Director-KMF.
6) The Bidders who have not submitted the testing charges as indicated above along with Technical Tender Part - I, such tender will be liable for rejection

Signature of the Tenderer

Address of KMF Unions / Unit/s

The Bengaluru Urban & Rural District Milk Producers' Co-operative Societies Union Limited (Bamul) Dr.M.H.Marigowda Road, Dharmaram College Post BENGALURU-560 029. Karnataka. Phone: 080-25536261 /25096200/ 25536968/ 25536234/ 25521695 Fax: 080-25536234 E-mail: bamulkmf@yahoo.co.in	Dharwad District Co-operative Milk Producers' Societies' Union Ltd Product Dairy, Lakkammanahalli Industrial Area DHARWAD - 580 004. Karnataka. Phone: 0836-2467603 / 2468380 / 2467643 Fax: 0836-2468268 E-mail: dharwarnin@ gmail.com
Raichur, Ballari & Koppal Districts Co-op.Milk Producers. Societies Union Ltd., Ballari Dairy, Sanjay Gandhi Nagar, Near Fire Station, Cantonment, BALLARI - 583 104.	**Kalaburgi-Bidar Milk Producers' Societies Union Ltd.** Humnabad Road,GULBARGA - 585 104 Phone: 08472-257475/ 258193/ 258088/ 259789/ 257675 Fax: 08472-257620 E-mail: gumul_g@yahoo.co.in
Belagavi District Co-operative Milk Producers' Societies Union Ltd Belagavi Dairy Premises, Kanbargi Road BELAGAVI - 590 016. Karnataka Phone: 080-31-2454390/ 2454107/ 2454791 Fax: 080-31-2454791 E-mail: bemulmd@gmail.com / md@bemul.com	**Hassan Co-operative Milk Producers' Societies Union Ltd** Industrial Estate, B.M.Road, HASSAN - 583 201. Karnataka. Phone: 08172-240358/ 240628/ 240631/ 240607 Fax: 08172-240640 E-mail: hamul77@yahoo.co.in
Vijayapura & Bagalkot District Co-operative Milk Producers' Societies' Union Ltd., Vijayapura Dairy, Bhutanal,VIJAYAPURA - 586 103 Phone: 08352 -260060/ 260949 Fax: 08352 - 260061 E-mail: md_bijapur@rediffmail.co	**The Kolar District Co-operative Milk Producers' Societies' Union Limited.** Kolar Dairy, NH-4, Huthur Post, KOLAR - 563 102. Karnataka Phone: 08152-210021 / 210510 Fax: 08152-210480 E-mail: komulmd@yahoo.co.in
Dakshina Kannada District Co-operative Milk Producers' Societies' Union Limited Kulshekar, Mangalore - 5. Phone: 0824-2231446/ 2231556/ 2231308/ 2232260/ 2231556 Fax: 0824-2230029 E-mail: dkmul@sancharnet.in	**The Mandya District Co-operative Milk Producers' Societies' Union Limited,** Product Dairy, GEJJALAGERE-571 428. Mandya District, Karnataka Phone: 08232-274074 / 274940 / 274084 / 274571 / 274777 Fax: 08232-274593 E-mail: manmul1987@gmail.com / manmul@yahoo.co.in

Mysuru-Chamarajanagar Dist.Co-op.Milk **Producers' Societies' Union Limited** Siddarthanagar, T.Narasipura Road MYSURU - 570 011. Karnataka Phone: 0821-2473933/ 2473923/ 2471423/ 2473837 Fax: 0821-2472797 E-mail: mymul@sanchernet.in	**Shivamogga District Co-operative Milk Producers' Societies' Union Limited.** Shivamogga Dairy,Machenahalli, Nidige Post, SHIVAMOGGA - 577 222. Phone: 08182-246161/ 246163/ 246162 Fax: 08182-246284 E-mail: md_shimul@yahoo.com
Tumakuru Co-operative Milk Producers' Societies' Union Limited B.H.Road, Mallasandra, TUMAKURU - 572 201. Karnataka Phone: 08162-206533/ 206490/ 206464/ 206472 Fax: 08162-206760/ 2207268 E-mail: mdtmu@yahoo.com	**Nandini Hi-Tech Product Plant,** **A Unit of KMF,** **Shetty Halli Janivara Post,** **Channarayapatna Tq.,** **Hassan Dist., HASSAN-573116**
Mother Dairy , yelahanka, GKVK Post, Bangalore -560065	Dempo Dairy Industries Limited, Asangi Village, Banhatti Post, Jamkhandi Taluk Bagalkot District-587317
Gulbarga Dairy, Unit of Karnataka Milk Federation, Humnabad Road, Gulbarga 585104	

SECTION VI – TECHNICAL SPECIFICATIONS

1	**Supply of Aluminium alloy 40 liter capacity Milk Cans with Lid on ARC Basis (Under variable Price)**

1. SCOPE:

The standard prescribes the requirement of Aluminum Cans used for collection & distribution of fluid milk as per IS:1825 - 1983 (Reaffirmed 2011).

2. CAPACITY:

The capacity of the can shall be 40 liters ± 2 %

2.1 The rated capacity of the can shall be taken as quantity of water measured in litres which fills the can to the junction of the shoulder & the neck. This quantity shall be with a tolerance ±2% of the rated capacity.

3. MATERIAL:

3.1 Can body and can lid: The Can body and lids shall be made from sheets of Aluminum alloy conforming to IS designation 64430 (HS-30) of IS : 737-1974 with copper content as near as possible to 0.05%

3.2. Handles: These shall be made from extruded section of Aluminium Alloy conforming to IS designation 64430 (HE-30) of IS:733-1975.

3.3. Bottom Band: This shall be made from extruded section of Aluminium Alloy conforming to IS designation 64430(HE- 30) of IS733-1975

3.4. The weight of the can shall be min 6.5 kg (with lid).

4. SHAPE & DIMENSIONS:

4.1 The can shall be manufactured in accordance with the shape & dimensions shown in fig 1 to 6 of IS:1825-1983 (Reaffirmed 2011)

4.1.1 Slight variation in the overall dimensions may be permitted provided that:

a) Neck dimensions are in accordance with Fig. 1 & 6

b) Inner lid dimensions are in accordance with Fig. 4 to allow for Interchangeability, and

c) Combined effect of permitted tolerances shall be such as not to allow a variation of more than 2% in the rated capacity.

4.2 CANS, LID & HANDLE DIMENSIONS (shall be fig 1 to 6 of IS:1825-1983 (Reaffirmed 2011))

a. Overall height of the can without lid, mm	: 591 ± 4
b. As detailed in ISI Specification i.e. height from	
bottom to fold of the mouth, mm	: 575 ± 3
c. Dia of the can (inside), mm	: 340 ± 3
d. Inside dia of the mouth of the can, mm	: 200 ± 0.5
e. Dia of bottom ring, mm	: 352 ± 3
f. Thickness of the body of the can at bottom, mm, min	: 3.0
g. Thickness of the body of the can at neck, mm, min	: 2.0
h. Thickness of the body the can at shoulder point, mm, min	: 2.5

4.3. CAN LIDS:

a. Height of the lid, mm	: 75

b. Width of the lid, mm	: 289
c. No of holes i) inside	: 3
ii) Outside	: 2
d. External dimension of lid, mm	: 194.5 ± 0.5
e. Tapering of the lid, mm	: 34
f. Thickness of the lid mm, min 1) Inner 2)Outer	: 1.8 : 1.8

4.4. HANDLE:	
a. Height, mm	: 70
b. Bend, mm	: 30
c. Thickness, mm	: 15
d. Width, mm	: 135

5. MANUFACTURE:

5.1 ONE PIECE CAN: The one piece can (mono bloc) shall be manufactured by means of pressing, deep drawing, if necessary subsequent spinning. Extra thickness at shoulder shall be provided during shaping to give additional strength (see fig. 1A and 6 of IS:1825-1983) (reaffirmed 2011)

5.2 The can shall be solution heat treated & age hardened for maximum strength & they shall be anodized. The brinell hardness of the can shall not be less than 85 HBW when tested according to the method prescribed in IS:1500 – 2005.

5.3 LIDS: the lids shall be manufactured by means of pressing & spinning & shall be heat treated after manufacture. The lid shall be anodized.

5.4 BOTTOM BANDS: The bottom bands shall be made from extruded aluminum alloy section rolled & brazed (IS:2927-1975 & IS:812 – 1957) or welded (see IS:7273-1974) to ring shape. The bottom band shall be shrunk fit with a proper locking arrangement on the body. This shall be followed by brazing or welding all around. The joint of the bottom bend to the body should be proper so as not to make the can unsanitary. A typical locking arrangement shall be as shown in fig 2 of IS:1825- 1983) (Reaffirmed 2011) and shall also provide 6 drain holes equally spaced minimum drain area of 10 sq. cm.

5.5 HANDLES: The handle for can shall be brazed or welded on the body.

5.6 WORKMANSHIP & FINISH: All brazing & welding shall be sound, free from porosity of adequate strength to withstand normal use & shall be finished smooth to provide a sanitary finish to all the inner surfaces.

6. TESTS:

6.1. DROP TEST :

The cans when filled to the capacity with water and with lid on shall be held in vertical position and dropped once vertically from height of 125 cm on a horizontal hard concrete floor or steel surface The can shall neither show any leakage nor suffer from any damage other than denting.

6.2 LEAK TEST:

Cans when filled to the capacity with water and inverted shall not show any profuse leakage through lids.

7. OTHER REQUIREMENTS: The cans shall meet the other quality requirements specified in IS:1825-1983

8. MARKING:

The cans shall be marked legibly & permanently with following particulars

1. The manufacturer's Name or Initials or Trade mark if any
2. Rated capacity in liters

3. Point of capacity
4. Batch / Code No
5. Buyers logo
6. ISI certification mark
7. Date of manufacture

9. WARRANTY:

The Cans and lids shall have a warranty of one year from the date of supply against any manufacturing defects. In case of quality problems, the defective can/lids shall have to be replaced at supplier's cost. Therefore the supplier shall ensure that each can is punched with month and year of supply.

Sd/
Additional Director (QC)

Signature of the Tenderer

TECHNICAL SPECIFICATIONS

2	**Supply of Aluminium Alloy 40 liter capacity can spare Lids on ARC Basis (Under variable Price)**

ISI TYPE ALUMINIUM LIDS FOR ALUMINIUM MILK CANS

1. SCOPE:

The Aluminum can lids shall conform to standards prescribed under IS: 1825 1983(Reaffirmed 2011).

2. MATERIAL:

The can lid shall be made from sheets of Aluminium Alloy conforming to IS designation 64430 (HS- 30) of IS 737- 1974 with copper content as 0.05%.

3. SHAPE & DIMENSIONS:

3.1 The can shall be manufactured in accordance with the shape & dimensions shown in fig 1 to 6 of IS:1825-1983 (Reaffirmed 2000)

3.2 Slight variation in the overall dimensions may be permitted provided that:

a) Neck dimensions are in accordance with Fig. 1 & 6

b) Inner lid dimensions are in accordance with Fig. 4 to allow for Interchangeability, and

c) Combined effect of permitted tolerances shall be such as not to allow a variation of more than 2% in the rated capacity.

3.3. DIMESNIONS

a. Height of the lid, mm		: 75
b. Width of the lid, mm		: 289
c. No. of holes	i) Inside	: 3
	ii) Outside	: 2
d. External dimension of the lid, mm		: 194.5 ± 0.5
e. Tapering of the lid, mm		: 34
f. Weight of the lid, gms		: min. 900

4. FITTING:

Fitting should be welded all round. All brazing or welding should be sound, free of porosity and should be of adequate strength to withstand normal use and shall be finished smooth to provide a sanitary finish to all surfaces.

5. MARKING:

The can lid shall be legibly and permanently marked with the manufacturer's Name or Trade mark (if any), month & year of supply.

6. WARRANTY:

The can lids shall have a warranty of one year from the date of supply against any manufacturing defects. In case of any quality problems, the defective lids shall have to be replaced at Supplier's cost.

Sd/
Additional Director (QC)

Signature of the tender

TECHNICAL SPECIFICATIONS

3	**Supply of HDPE Partition Crates on ARC Basis (Under variable Price)**

HIGH DENSITY POLYTHENE (HDPE) CRATES FOR MILK SACHETS

1. SCOPE:

The specifications prescribed are the general dimensions, quality and other requirements for crates with holding capacity for 12 Ltrs/kgs. Milk/curd sachets for transportation.

2. MATERIAL:

The crates shall be from High Density Polythene (HDPE) 54 M.A with density above 0.9524 conforming to IS: 7328-1974.

3. DIMENSIONS:

i. External Measurements

a. Length, mm	: 447 ± 3
b. Breadth, mm	: 355 ± 3
c. Height, mm	: 168 + 2
	- 0
d. Bottom Length, mm	: 471 ± 3
e. Bottom Breadth, mm	: 378 ± 3
ii. Internal Measurements:	
a. Length, mm	: 427 ± 2
b. Breadth, mm	: 335 ± 3
c. Height, mm	: 153 + 2
	- 0
d. Partition Height, Min, mm	: 100
iii. Weight, kg, min	: 1.5

4. APPEARANCE & SURFACE FINISH:

The inside and outside surface of the crate shall have a smooth finish and free from sharp edges and shall be of so shaped that water should flow easily.

5. RESISTANCE TO STRESS:

When the crate is submerged in 1% solution of suitable surface active agent at 80±1ºC for 6 Hours, no surface crack should be found.

Signature of the Tenderer

6. RESISTANCE TO APPLIED LOAD:

When 8 crates filled with the capacity are stacked one over the other, the compression in the height of the bottom crate should not exceed 1% of its original height after 100hrs at 27±1°C. And 24hrs after removal of the load the compression of the bottom crate shall have recovered by at least 50%.

7. RESISTANCE TO DROP:

When the loaded crate is dropped at 27±1°C from Horizontal position from a height of 0.7 m on to steel plate inclined at 10°, three times on one corner and then three times each on the adjacent long side and the adjacent short side, no crack of the crate shall occur.

Low temperature drop:

Load a crate with its full capacity and leave the crate at a temperature of 5 ± 1°C for 6 hours. Drop crate at 5± 1°C from a horizontal position on to a concrete surface from a height of not less than 3 meters. There should not be any crack or damage.

8. HANDLE DIMENSIONS:

a. Length, mm	: 95
b. Breadth, mm	: 30

9. Each crate shall be marked legibly and permanently with the manufacturer's name or initial or trade mark, month and year of manufacture, Batch No. or Code No & buyers logo.

Sd/
Additional Director (QC)

Signature of the Tenderer

TECHNICAL SPECIFICATIONS

4	**Supply of Stainless Steel 40 liter capacity Milk Cans with lids On ARC Basis**

STAINLESS STEEL MILK CANS (AISI 304 GRADE)

1. FUNCTIONAL REQUIREMENTS:

Cans shall be used for collection and delivery of milk from producers to Dairy Co-Operative societies (DCS), transportation of milk from milk collection centers to Dairy plants and for handling milk in the Dairy plant.

2. DESIGN REQUIREMENTS:

DIMENSIONS:

Normal capacity	: 40 Liters ± 2%
Total height, mm (without lid)	: 591 ± 4
External dia, at base mm	: 346 ± 3
Internal dia of body, mm	: 340 ± 3
Internal dia at neck, mm	: 200 ± 0.5
Min. Hardness (Brinnel Hardness)	: 200 BH for body 150 BH for bottom
Min. weight, kg (Can + Lid)	: 8.4 (Approx. Can - 7.2 kg min
	+ Lid - 1.2 kg)
Max. weight, kg (Can + Lid)	: 8.7

The can and lid shall be fabricated as per NDDB drawing No. DCS - ACC 06 / R3

3. MATERIAL OF CONSTRUCTION:

The Can body, lid, handle and bottom ring shall be made from stainless steel sheet / flat / rod conforming to AISI 304 grade and manufactured by SAIL or JINDAL. The Can body shall be fabricated from a sheet blank having minimum thickness of 1.2 mm. After fabrication, minimum thickness at the neck, body and bottom should be minimum 0.95, 1.00 and 1.10 mm respectively. Bottom ring flat shall have min thickness of 2.0 mm and the handle with 12 mm diameter rod. The lid shall be fabricated from two stainless steel (AISI 304) sheets of such thickness so that any portion of the cup is not less than 0.80 mm & saucer of 1mm and thickness of top of the lid comes to minimum 1.8mm.

4. FABRICATION:

4.1 Body: Complete body shall be fabricated in two pieces. The bottom and top halves shall be deep drawn and spinned. The top and bottom pieces shall be welded circumferentially. All welding shall be done with argon arc process (TIG) and ground smooth. Top edge of the neck shall be folded.

4.2 Handle: Shall be made of SS AISI 304 designed to give good grip of the can welded on the taper neck with 2 Nos. pad plates for each handle, adequately thick, to avoid any protrusions inside the Can.

Signature of the Tenderer

4.3 Bottom Ring: The bottom ring shall be secured to the body of the can firmly so that even after repeated and years of usage it should not come out or get loosened. These shall be made from SS AISI 304 and 2 mm thick sheet formed and rolled. The bottom ring shall be shrink fitted with proper locking arrangement on the body. The bottom ring shall permit draining of water and from bottom of the reversed can and there shall not be any cavity on the ring which could lead to unhygienic conditions.

4.4 Lid: The lid shall be of SS AISI 304. The conical skirt shall be provided with 3 nos. air equalizing holes of 12 mm dia. each. The lid shall have mushroom shape to drain off any water outside. The lid shall be provided with 2 Nos. punched holes of 8 mm dia. on the mushroom canopy near periphery of lid for locking /sealing the can. The cup and saucer portions of the lid shall be welded to each other circumferentially, preferably by fusion welding process. In case fusion welding is not done, it shall be done by employing TIG process. There shall not be any deformation or unevenness and it should be ground smooth. The shape of the lid shall be as per NDDB drawing no. DCS.ACC 06/R3

4.5 Welding**:** For fabrication of the can only argon arc welding process shall be used. Being a thin sheet material parent material fusion welding technique may be applied and if required. AWS ER 308 L filler wire may be used for welding of ring, handle etc., All welding shall be done by argon purging (TIG).

4.6 Finish**:** All weld joints shall be free from porosity, blowholes, pinholes, undercut, lumps, cavities etc., and shall be sound in nature. All welded joints shall be finished smooth to minimum 150 grit to provide a sanitary finish to all the inner and outer surface of the weld joint. The can surface including at the taper neck portion should be wrinkle free. There should not be any sharp corner. All such points shall have Min. 25 mm radius.

4.7 Heat Treatment and Passivation: The Can and Can lid shall be treated to relieve the stress developed during deep drawing and spinning. Thereafter complete surface shall be passivated with standard passivation solution to enhance corrosion resistance of the base material and welded surfaces.

The composition of the passivating bath shall be as follows:

0.50% concentrated Nitric Acid (HNO_3)
0.05% Sodium or Potassium dichromate
99.0% water with not more than 5 PPM Chloride

The Cans shall be fitted with the solution and lid shall be immersed in a tank containing this solution. The solution shall be held in the Cans and lid at the temperature indicated for the following period:

25 degree C	: 24 hours ; or
35 degree C	: 15 hours; or
50 degree C	: 8 hours; or
65 degree C	: 4 hours; or
80 degree C	: 2.5 hours; or
Boiling temperature	: 1 hour

4.8 The Can and lid shall be guaranteed against any defect in material and fabrication for a period of at least one year. In case of any defect, the Supplier shall repair / replace the Can and lid

5. MARKING**:**

Each can shall be marked legibly and permanently with at least following particulars:

5.1 Manufacturer's name or initial or mark if any.

Signature of the Tenderer

5.2 The rated capacity of the Can in Litres
5.3 Batch or code number and year of manufacture
5.4 Buyer's logo or identification mark
5.5 Material of Construction: AISI 304 SS
5.6 Capacity mark on inside surface of the Can

6. TEST:

The following tests shall be carried out on the Cans by the supplier & produce the quality certificate for each consignment.

6.1 Conformity of the material of construction to AISI 304 grade. The stainless steel sheets and rods used shall be of SAIL or JINDAL make.
6.2 Dye penetration test of all weld joints.
6.3 Surface finish check for 150 grit.
6.4 Pressure test for leakage / bulging
6.5 Drop test at rated capacity (Ref. IS: 1825 - 1983 Clause 7.2 for Aluminium Cans for guidance and reference)
6.6 Hardness test
6.7 Can weight with lid and capacity in liters
6.8 Dimensions & thickness
6.9 The Supplier shall furnish a Test Certificate confirming all the results of the tests Conducted.

7. INSPECTION:

7.1 Purchaser shall carry out all the above mentioned tests during inspection of cans and lids. In addition to that overall workmanship shall be visually checked.
7.2 Purchaser has the right to inspect the equipment at any stage from raw material to finished product.

Sd/
Additional Director (QC)

Signature of the tender

TECHNICAL SPECIFICATIONS

5	**Supply of Stainless Steel milk can spare Lids On ARC Basis**

Lid: The lid shall be of SS AISI 304. The conical skirt shall be provided with 3 nos. air equalizing holes of 12 mm dia. each. The lid shall have mushroom shape to drain off any water outside. The lid shall be provided with 2 Nos. punched holes of 8 mm dia. on the mushroom canopy near periphery of lid for locking /sealing the can. The cup and saucer portions of the lid shall be welded to each other circumferentially, preferably by fusion welding process. In case fusion welding is not done, it shall be done by employing TIG process. There shall not be any deformation or unevenness and it should be ground smooth. The shape of the lid shall be as per NDDB drawing no. DCS.ACC 06/R3

Sd/
Additional Director (QC)

Signature of the tender

SECTION VII : QUALIFICATION CRITERIA

(Referred to in Clause 9.2(b) of ITT)

1. (a) The tenderer should be a manufacturer who must have manufactured, tested and supplied the materials/equipment(s) similar to the type specified in the 'Schedule of Requirements'

(b) Tenders of tenderers quoting as authorized representative of a manufacturer, meeting with the above requirement in full, can also be considered provided:

(i) The manufacturer furnishes authorization in the prescribed format assuring full guarantee and warranty obligations as per GCC and SCC; and

2. The tenderer should furnish the information on all past supplies and satisfactory performance for both (a) and (b) above, in proforma under Section XII.

SECTION XII

(Please see Clause 9.2 (b) of the Instructions to Tenders)

Proforma for performance statement for the last three years

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

Name of the Firm……

Order placed by (Full Address Of purchaser	Order No. & Date	Description & Quantity of Goods Ordered	Value of Order	Date of completion of Delivery As per contract /Actual	Remarks indicating reasons for late delivery if any	Has the goods/ equipment been satisfactorily functioning? (Attach a Certificate from the Purchaser)

SIGNATURE OF TENDERER

SECTION VIII : TENDER FORM

Date:……..
IFT No……...

TO: The Managing Director
Karnataka Milk Federation, Dr MH Marigowda Road,
Bangalore-560 029

Gentlemen and/or Ladies:

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

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

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

We agree to abide by this tender for the Tender validity period specified in Clause 12.1 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

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

Dated this…….day of……19……

(Signature) (in the capacity of)
Duly authorized to sign Tender for and on behalf of :

SIGNATURE OF TENDERER

SECTION X : CONTRACT FORM

THIS AGREEMENT made the ……..day of……20.. Between…… (Name of purchaser) of…….. (Country of Purchaser) (hereinafter called "the Purchaser") of the one part and …….(Name of Supplier) of…….(City and Country of Supplier) (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser is desirous that certain Goods and ancillary service viz…….. (Brief Description of Goods and Services) and has accepted a tender by the Supplier for the supply of those goods and services in the sum of…….. (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement, words and expressions shall have the same meaning as are respectively assigned to them in the conditions of Contract ' herein ' are referred to, and they, shall be deemed to form and be read and construed as part of the Agreement.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
   a) the Tender Form and the Price Schedule submitted by the Tenderer;
   b) the Schedule of Requirements;
   c) the Technical Specifications;
   d) the General Conditions of Contract;
   e) the Special Conditions of Contract; and
   f) the Purchaser's Notification of Award

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. The contactor undertakes to indemnify KMF against any loss that would be sustained by KMF on account of breach of any of the terms and conditions of the contract.

6. The KMF is at liberty to invoke or forfeit the Security Deposit on accounts of loss sustained if any by it by reason of beach of any of the conditions of contract by the contractor.

7. The KMF is at liberty to terminate the contract by giving one week time, in case of any breach and condition of contract

8. In case of any disputes pertaining to this contract, the court situated in Bangalore shall alone have jurisdiction to adjudicate such disputes.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

SL NO.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	TOTAL PRICE	DELIVERY TERMS	Total Value	Delivery Schedule:

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

Signed sealed & delivered for and
On behalf of the within named KMF
By the hands of its Authorised

Authorised Signatory for KMF

In the presence of :
WITNESS:

1) Signature----------

Name:----------

2) Signature----------

Name:----------

Signed sealed & delivered for and
On behalf of the within named KMF
Contractor, the other Part

Contractor

In the Presence of:
WITNESS:

1) Signature----------

Name----------

2) Signature----------

Name----------

SECTION XI : PERFORMANCE SECURITY BANK GUARANTEE FORM

To……(Name of Purchaser)

WHEREAS……..(Name of Supplier)

Hereinafter called "the Supplier" has undertaken, in pursuance of Contract No…… dated……20……. To supply……(Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of…….. (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of…….(Amount of Guarantee) 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……20……..
Address:……..
……
……

SIGNATURE OF TENDERER

SECTION XII: MANUFACTURERS' AUTHORIZATION FORM *

(Please see Clause 9.2(a) of Instructions to Tenderers)

To No…….dated

Dear Sir.

IFT No.

We……..who are established and reputable manufacturers of…… (name and description of goods offered) having factories at…… (address of factory) do state that

(a) M/s……(Name and address of Agent) is hereby authorized to submit a tender, and sign the contract with you for the goods manufactured by us against the above IFT; OR

(b) M/s……..(Name and address of the Authorised Dealer) is our accredited/authorize Dealer

We hereby extend our full guarantee and warranty as per Clause 12 of the General Conditions of Contract for the goods and services offered for supply by the above firm against this IFT.

Yours faithfully,

(Name)
(Name of manufacturers)

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

SIGNATURE OF TENDERER

ANNEXURE – A

DETAILS OF ITEM TENDERED FOR

A. Is the Tenderer (mark the applicable)

a)Manufacturer of Tendered Item	b) Sole Agent of manufacturer	c)Stockist of single manufacturer	d) General Stockist of similar item

B. If the tenderer is the Manufacturer or the stockist Of single manufacturer

a)Location of Factory & its complete address …….

……

……

b) Brand Name of product if any ……..

c) If the tenderer is a General Trader of item.
Source of supply ……..

C. Have the item been certified
under any standard (like BIS/ISI/ISO 9002) YES / NO

D. Please indicate your nearest Canara Bank …….

Branch & place …….

Signature of the Tenderer

ANNEXURE - B

DATA ON FIRM

1. Name of the firm

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

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

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

5.In case Partnership Firm
a) Whether it has been registered :
b) If Registered provide certified, extract from the Registrar of firm :
c) Name of all Partners :
d) Details of Partnership deed (please enclose copy of the same) :

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

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

8. Year of establishment of firm :

9. Year of commencement of commercial production :

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

11. DATA ON FACTORY / PRODUCTION / PROCESSING FACILITY

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

SIGNATURE OF TENDERER

12. SSI Regn.No. & copy of Registration :

13. Whether CST/ST/VAT is applicable If yes
Please give the rate :

14. Central Sales tax No. :

15. State Sales Tax /VAT Registration No. :

16. Whether Central Excise Duty is applicable :
If yes, please give the rate

17. Excise classification No. :
(Chapter/Section/subsection)

18. Excise Heading :

19. Rate of Excise :

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

2) Any other information you like to furnish :

20. PRODUCTION:

a) Name of the Products/Home produced/processed :

b) Installed capacity of plant (enclose details) :

c) Monthly capacity of production :

d) No. of shift, plant is running :

e) Give list of Machineries, printing facility/colour of printing can be done & equipment installed for Quality Control:

Name of Machine	Type	Make	Size	No. of M/c	Spl. Attachment

Name of Ptg.Machine	Type	Make	Colour	No. of M/c	Spl. Attachment

Signature of the Tenderer

Name of Testing Machine	Type	Make	Size	No. of M/c	Spl. Attachment

PS – 20.e applies for tenderers applying for Pouch / Ghee Film supply.

21. Last 3 years Production/ Turnover Data

Year	Production in MTs.	Turnover / Lacs Rs.

22. List of leading buyers with value of business of each:

Name of Buyers	Value of Business/Lacs Rs.

23. MISCELLANEOUS DATA:

Address of Branch/Associated Firm	Telephone No.	Telex/Fax No.	E-Mail No.

1. Name of the Bankers
2. Income Tax PAN No. :
& date (Please enclose copy)
3. Any other information you like to furnish :

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 Authorised Representative**
Date: **of the firm under proper seal**

Signature of the Tenderer

ANNEXURE 'C'

The Managing Director
KMF Limited,
Dr.MH Marigowda Road,
Dharmaram College Post,
Bangalore-560 029

Sir,

With reference, I/We representing M/s…….....participating in Tender for supply of…….,
having read & understood the Technical & Commercial Conditions of Tender. As per basic
requirement of Tender conditions, I am/We are herewith submitting the prescribed E.M.D in
the form of Demand Draft/Bank Guarantee No…… dated……of ……Bank for Rs. ……(Rupees……..)
drawn in favour of The Managing Director, KMF Limited, Bangalore.

Thanking you,

Signature of the Tenderer
Name & address of the Firm

PS: The required demand draft or Bank Guarantee to be enclosed along with this schedule.

Signature of the Tenderer

SECTION XIII : MANUFACTURERS' AUTHORIZATION FORM *

(Please see Clause 11.2(a) of Instructions to Tenderers)

To No…….dated

Dear Sir.

IFT No.

We……..who are established and reputable manufacturers of…… (name and description of goods offered) having factories at…… (address of factory do hereby authorize M/s……(Name and address of Agent) to submit a tender, and sign the contract with you for the goods manufactured by us against the above IFT.

No company or firm or individual other than M/s……..are authorized to tender, and conclude the contract for the above goods manufactured by us, against this specific IFT. (This para should be deleted in simple items where manufacturers sell the product through different stockists.)

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

Yours faithfully,

(Name)
(Name of manufacturers)

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

Signature of the Tenderer

SECTION XIV – PROFORMA FOR EQUIPMENT AND QUALITY CONTROL EMPLOYED BY THE MANUFACTURER

IFT NO……. DATE OF OPENING…….
NAME OF THE TENDERER……...
(Note : All details should relate to the manufacturer for the items offered for supply)

1. Name & full address of the Manufacturer
2. a) Telephone & Fax No. Office/Factory/Works
   b) Telex No. Office/Factory/Works
   c) Telegraphic address:

3. Location of the manufacturing factory.
4. Details of Industrial License, wherever required as per statutory regulations.
5. Details of important Plant & Machinery functioning in each dept. (Monographs & description pamphlets be supplied if available).

6. Details of the process of manufacture in the factory.
7. Details & stocks of raw materials held.

8. Production capacity of item(s) quoted for, with the existing Plant & Machinery
   8.1 Normal
   8.2 Maximum

9. Details of arrangement for quality control of products such as laboratory, testing equipment etc.

10. Details of staff:
    10.1 Details of technical supervisory staff in charge of production & quality control.
    10.2 Skilled labour employed
    10.3 Unskilled labour employed
    10.4 Maximum No. of works (skilled & unskilled) employed on any day during the 18 months preceding the date of Tender

11. Whether Goods are tested to any standard specification? If so, copies of original test certificates should be submitted in triplicate.

12. Is the Manufacturer registered with the Directorate General of Supplies and Disposals, New Delhi 110001, India? If so, furnish full particulars of registration, period of currency etc. with a copy of the certificate of registration.

Signature and seal of the Manufacturer

CHECK LIST

Kindly ensure compliance of the under-mentioned requirements, as per Tender terms and conditions.

1	Whether the prescribed EMD is furnished	Yes	No
2	If so, whether EMD attached with tender	Yes	No
3	If so, details may be furnished	Yes	No
4	Whether sample/s have been submitted **CAUTION:** **Non-compliance of the EMD clause and/or sample rolls entail in summary rejection of the tender as per terms & conditions of the Tender**	Yes	No
5	Whether details on tendered item furnished	Yes	No
6	Whether details of tenderers' Bio-data /Plant and	Yes	No
7	Whether latest I.T and S T clearance certificates Attached If so, the details a) I.T Clearance certificate for the year b) S.T Clearance certificate for the year c) Authority who issued I.T clearance d) Authority who issued S.T clearance	Yes	No
8	Whether Price schedule of the tender is duly filled –up In figures and words.	Yes	No
9	Whether the total supply capacity to KMF Unit indicated in the Schedule.	Yes	No

PRICE QUOTE

From: …… Date:……

……..

……

To
The Managing Director,
Karnataka Co-op Milk Producers' Federation ltd.,
KMF Complex, Dr.M.H.Marigowda Road,
BANGALORE-560 029

Sir,

Sub: **Supply of Aluminium Alloy 40 ltrs.cap. Milk Can with lid on Annual Rate Contract basis (Under variable Price) QTY:30200 No.**

Ref: IFT NO.: KMF/PUR/CPC/ Tender- 141/ 2015-16 Date:05.12.2015

With reference, I/We herewith submitting my/our Tender for supply of the following items, the supply price shall be as hereunder:

Sl. No	Description	Unit	Rate/ Unit in (Rs.)
1	Supply of Aluminium alloy 40 liter capacity Milk Cans with Lid	One No.	
a.	Central Excise Duty		
b.	CST / ST		
c.	VAT etc.		
d.	Transportation		
e.	Others		
		Total:	

(In Words……)

The above quoted prices are NET,On F O R DESTINATION BASIS.

The rates quoted above are based on ruling basic price* as on……..of The Ex-Works basic price of raw material of M/s.Hindalco Industries Limited as on …… considered for costing;(Price break up shall be furnished as required in the cost sheet)

Certificate

I, We hereby once again confirm that, I/We have thoroughly studied the Tender Document and understood the tender conditions, tender specifications, details of goods required. I/We, fully understand the nature of item I/We have quoted for, the quantity & specifications of the same. My/Our offer to supply the stocks is strictly in accordance with these requirement. I/We hereby agree that, the decision of Managing Director, KMF shall be final in any dispute regarding the supply, terms & conditions of this tender.

Signature of the Tenderer
(With seal)

COSTING OF ISI MARK ALUMINIUM ALLOY MILK CAN WITH LID

The Ex-Works basic price of raw material of M/s.Hindalco Industries Limited as on …… considered for costing;

i.e. 1) Basic price of Aluminium milk can circles Rs……..per kg

2) Basic cost of one milk can with lid Rs…….. per can with lid
(6.5 kg weight)

3) Basic cost of one milk can spare lid Rs…….. per lid
(900gms weight)

On Tenderer's quoted price the costing per milk can with lid:

1) Raw material Rs…….

2) Processing charges Rs…….

3) CED @.....% Rs……

4) CST/ST @.....% Rs……

5) VAT @.....% Rs……

6) Freight Rs……..

7) Others Rs……..

Total

SIGNATURE OF TENDERER

PRICE QUOTE

From: …… Date:……

……..

……

To
The Managing Director,
Karnataka Co-op Milk Producers' Federation ltd.,
KMF Complex, Dr.M.H.Marigowda Road,
BANGALORE-560 029

Sir,

Sub: **Supply of Aluminium Alloy ISI mark 40 ltrs.cap. Milk Can Spare Lid on Annual Rate Contract basis (Under variable prices) - QTY:22700 No.**

Ref: IFT NO.: KMF/PUR/CPC/ Tender- 141/ 2015-16 Date:05.12.2015

With reference, I/We herewith submitting my/our Tender for supply of the following items, the supply price shall be as hereunder:

Sl. No	Description	Unit	Rate/ Unit in (Rs.)
1	Supply of Aluminium Alloy 40 liter capacity can spare Lid	One No.	
a.	Central Excise Duty		
b.	CST / ST		
c.	VAT etc.		
d.	Transportation		
e.	Others		
		Total:	

(In Words……)

The above quoted prices are NET,On F O R DESTINATION BASIS.

The rates quoted above are based on ruling basic price* as on……..of The Ex-Works basic price of raw material of M/s.Hindalco Industries Limited as on …… considered for costing;(Price break up shall be furnished as required in the cost sheet)

Certificate

I, We hereby once again confirm that, I/We have thoroughly studied the Tender Document and understood the tender conditions, tender specifications, details of goods required. I/We, fully understand the nature of item I/We have quoted for, the quantity & specifications of the same. My/Our offer to supply the stocks is strictly in accordance with these requirement. I/We hereby agree that, the decision of Managing Director, KMF shall be final in any dispute regarding the supply, terms & conditions of this tender.

Signature of the Tenderer
(With seal)

PRICE QUOTE

From: …… Date:……

……..

……

To
The Managing Director,
Karnataka Co-op Milk Producers' Federation ltd.,
KMF Complex, Dr.M.H.Marigowda Road,
BANGALORE-560 029

Sir,

Sub: **Supply of HDPE Partition Crates on ARC Basis (Under Variable Price) –QTY:261500 No.**
Ref: IFT NO.: KMF/PUR/CPC/ Tender- 141/ 2015-16 Date:05.12.2015

With reference, I/We herewith submitting my/our Tender for supply of the following items, the supply price shall be as hereunder:

Sl. No	Description	Unit	Rate/ Unit in (Rs.)
1	**Supply of HDPE Partition Crates**	One No.	
a.	Central Excise Duty		
b.	CST / ST		
c.	VAT etc.		
d.	Transportation		
e.	Others		
		Total:	

(In Words……)

The above quoted prices are NET,On F O R DESTINATION BASIS.

The rates quoted above are based on ruling basic price* as on……..of The Ex-Works basic price of raw material of **M/s. Reliance Industries Limited HDPE M60075 grade** shall be taken as basis. as on …… considered for costing;(Price break up shall be furnished as required in the cost sheet)

Certificate

I, We hereby once again confirm that, I/We have thoroughly studied the Tender Document and understood the tender conditions, tender specifications, details of goods required. I/We, fully understand the nature of item I/We have quoted for, the quantity & specifications of the same. My/Our offer to supply the stocks is strictly in accordance with these requirement. I/We hereby agree that, the decision of Managing Director, KMF shall be final in any dispute regarding the supply, terms & conditions of this tender.

Signature of the Tenderer
(With seal)

COSTING OF HDPE PARTITION CRATE

1 The Ex Works basic price of raw material grade M60075 of M/s.Reliance Industries Limited as on…….

Cost Details

1. HDPE M60075 grade granules Rs……..per kg

(Please indicate the basis of rate taken for calculation of M/s.Reliance Industries Limited)

2. Basic cost of one HDPE crate Rs……. per crate

(1.5 kg weight)

On Tenderer's quoted price the costing per HDPE crate:

1) Raw material Rs……..

2) Processing charges Rs……..

3) CED @.....% Rs……

4) CST/ST @.....% Rs……

5) VAT @.....% Rs……..

6) Freight Rs……..

7) Others Rs……..

Total

Signature of the Tenderer
(With seal)

PRICE QUOTE

From: …… Date:……

……..

……

To
The Managing Director,
Karnataka Co-op Milk Producers' Federation ltd.,
KMF Complex, Dr.M.H.Marigowda Road,
BANGALORE-560 029

Sir,

Sub: Supply of Stainless Steel 40 liter capacity Milk Cans with lids
Annual Rate Contract basisi-(Under Fixed Price) QTY:4160 No.- Reg.
Ref: IFT NO.: KMF/PUR/CPC/ Tender- 141/ 2015-16 Date:05.12.2015

With reference, I/We herewith submitting my/our Tender for supply of the following items, the supply price shall be as hereunder:

Sl. No	Description	Unit	Rate/ Unit in (Rs.)
1	Supply of Stainless Steel 40 liter capacity Milk Cans with lids	One No.	
a.	Central Excise Duty		
b.	CST / ST		
c.	VAT etc.		
d.	Transportation		
e.	Others		
		Total:	

(In Words……)

The above quoted prices are NET,On F O R DESTINATION BASIS.

CERTIFICATE

, We hereby once again confirm that, I / We have thoroughly studied the Tender Document and understood the tender conditions, tender specification, details of goods required, I / We fully understand the nature of item I / We quoted for the quantity and specification of the same. My / Our offer to supply the stocks is strictly in accordance with these requirement. I / We hereby agree that, the decision of Managing Director, KMF shall be final in any disputes regarding the supply, terms & conditions of this tender.

Signature of the Tenderer
(With seal)

PRICE QUOTE

From: …… Date:……

……..

……

To
The Managing Director,
Karnataka Co-op Milk Producers' Federation ltd.,
KMF Complex, Dr.M.H.Marigowda Road,
BANGALORE-560 029

Sir,

Sub: Supply of Stainless Steel milk can spare Lids
Annual Rate Contract basis(Under Fixed Price) QTY:4900 No.- Reg.
Ref: IFT NO.: KMF/PUR/CPC/ Tender- 141/ 2015-16 Date:05.12.2015

With reference, I/We herewith submitting my/our Tender for supply of the following items, the supply price shall be as hereunder:

Sl. No	Description	Unit	Rate/ Unit in (Rs.)
1	Supply of Stainless Steel milk can spare Lids	One No.	
a.	Central Excise Duty		
b.	CST / ST		
c.	VAT etc.		
d.	Transportation		
e.	Others		
		Total:	

(In Words……)

The above quoted prices are NET,On F O R DESTINATION BASIS.

CERTIFICATE

, We hereby once again confirm that, I / We have thoroughly studied the Tender Document and understood the tender conditions, tender specification, details of goods required, I / We fully understand the nature of item I / We quoted for the quantity and specification of the same. My / Our offer to supply the stocks is strictly in accordance with these requirement. I / We hereby agree that, the decision of Managing Director, KMF shall be final in any disputes regarding the supply, terms & conditions of this tender.

Signature of the Tenderer
(With seal)