

SECTION - II

INSTRUCTIONS TO TENDERERS
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**Shimoga, Davanagere and Chithradurga Dist Co-
Operative Milk Producer's Societies Union Ltd.,
Machenahalli, Nidige Post, Shimoga – 577 222.**

IFT:No:SMU:PUR:E.Proc:Tender:1569 : 2016-17 Date:27-05-2016

TENDER NOTIFICATION

Through GOK E-Procurement Portal only

Logging on to: <https://eproc.karnataka.gov.in>

Shimoga Milk Union has invites in two-cover system Tender i.e. Technical/Commercial system SI No (1) Transportation of Furnace oil from IOC Goa state Terminal to Shimoga and Davanagere Dairy from the Authorized Transporters & Supply of fodder seeds from the Authorized distributors/Dealers as given bellow serial No.2 & 3

S.N	Particulars	Qty	Approx Value ₹ in Lakh	EMD (in ₹)
1	Bi-Annual Rate contract for transportation of furnace oil from IOC GOA Terminal to Shimoga and Davanagere Dairy.	Approximate 50 MT Per month	22.00	50000/-

1. Tender Documents may be downloaded from : 04.06.2016.
the e-Procurement Portal of GOK from
2. Last date for uploading the filled Tender documents : 30.06.2016 up to 16.00 Hours
3. Date of opening of Technical Tenders : 02.07.2016 at 16.00 Hours
4. Date of opening of Commercial Tender will be intimated
The bidder may download the tender documents with the Technical Specification & Terms & conditions of the tender by paying e-portal fees.

The details regarding participation for this tender can be obtained by logging on to:<https://eproc.karnataka.gov.in>
Any additional information regarding tender may be obtained from this office during office hours & working days. DM (Purchase) 08182-246161, 246163

**Managing Director.
Shimoga Milk Union Ltd.,
shimoga**

TENDER APPLICATION

TO,
Managing Director
Shimoga, Davanagere & Chitradurga
Co-Operative Societies Union Ltd.
Machenahalli, Nidige(p),
Shimoga – 577 222

FROM
M/s.

Sir,

Sub: Tender for Bi-ennial rate Contract for -----

Having examined the tender documents. I/We hereby submit all the necessary documents and relevant information for tendering the above-mentioned item.

The application is made by me/us on behalf of M/s. _____
_____ in the capacity of _____ duly authorized to submit this tender offer. Necessary evidence admissible in law in respect of authority assigned to me on behalf of the tendering firm is herewith attached.

I/We submit the documents herewith taking into consideration of all the instructions, terms and conditions in the detailed tender notice.

I/We understand that the Tender Accepting Committee reserves the right to reject any tender/offer without assigning any reasons thereof.

I/We hereby agree to hold the tender/offer valid for acceptance for a **period of 120 days** from the date of opening of Tender.

ADDRESS :

Signature of the Tenderer
& Designation

Name:
(IN BLOCK LETTERS)

Enclosures:

- i. Evidence of authority to sign.
- ii. Latest brochures if any,
- iii. Tender document with price quote.

TENDER GENERAL TERMS & CONDITIONS

1.0 INVITATION FOR TENDER:

- 1.1 Shimoga, Davanagere & Chitradurga Co-Operative Societies Union Ltd., invites tenders from reputed Service Contractors for **Transportation of Furnace Oil for Shimoga, Davanagere & Chitradurga Co-Operative Societies Union Ltd** on Biennial rate contract.
- 1.2 Interested, eligible tenderers may obtain further information from the Purchase Department of Shimoga, Davanagere & Chitradurga Co-Operative Societies Union Ltd.,-577 222
- 1.3 Tender documents may be downloaded from e-procurement website <https://eproc.karnataka.gov.in/>. Interested tenderers may obtain further information at the same address. Shimoga, Davanagere & Chitradurga Co-Operative Societies Union Ltd.,be held responsible for the website problems if any, last date submission or non-receipt of the same.
- 1.4 Tenderer should pay the Earnest Money Deposit (EMD), and tender processing fee, which shall be paid online through e – Procurement Portal using any of the following Payment Modes: Credit Card, Direct Debit, National Electronic Fund Transfer (NEFT), and Over the Counter (OTC) in Axis bank.
 - a) Date of commencement of Tender Download: 04.06.2016
 - b) Last date for submission of Tender: 30.06.2016 at 16.00 Hours.
 - c) Date of opening of Technical Tender: 02.07.2016 at 16.00 Hours.

2.0 COST OF TENDERING:

- 2.1 The tenderer shall bear all costs associated with the preparation and submission of Tender. Shimoga, Davanagere & Chitradurga Co-Operative Societies Union Ltd., Product Plant shall in no case be responsible or liable for these costs regardless of the conduct or outcome of the Tender process.

3.0 CONTENTS OF TENDER DOCUMENTS:

- 3.1 The details of items required, tendering procedures, Tender Conditions and Contract Terms and Conditions are detailed in the documents. In addition to the invitation for tenders, the tender documents includes.

A TECHNICAL TENDER PART-I CONSISTS OF

- a. Tender Notification
- b. Tender Application
- c. Tender General Terms & Conditions
- d. Contract conditions
- e. Requirement Schedule.
- f. EMD Particulars.
- g. Specific Terms & Conditions for Rate Contract.
- h. Check List.

B COMMERCIAL TENDER PART -II CONSIST OF

- a. Commercial Part-II
- b. Price quote

- 3.2 The Tenderer is expected to study & understand all instructions, forms, specifications terms and conditions in the Tender documents. Failure to furnish all the information required as per the tendering documents or submission of a tender not substantially responsive to the tender document in every respect shall be at the Tenderers risk and may result in the rejection of Tender.

3.3

4.0 AMENDMENT OF TENDER DOCUMENTS:

- 4.1 At any time prior to the dead line for submission of Tenders, Shimoga, Davanagere & Chitradurga Co-Operative Societies Union Ltd., may for any reason whether, at its own initiative or in response to clarification requested by a prospective tenderer, modify any clause of the tender documents by amendment.
- 4.2 The amendment shall be notified in writing in the form of letter, fax or E-Mail to all prospective tenderers to whom the documents are sold/despatched.
- 4.3 In order to offer prospective tenderer a reasonable time to take the amendment in to consideration, Shimoga, Davanagere & Chitradurga Co-Operative Societies Union Ltd., may at its discretion extend the deadline for submission of tenders.

5.0 DOCUMENTS COMPRISING THE TENDER:

- 5.1 The tenders prepared & signed by the tenderer shall comprise the following components:

1. TECHNICAL TENDER PART-I

- a. Tender Notification
- b. Tender Application
- c. Tender General Terms & Conditions
- d. Contract conditions
- e. Schedule of requirements
- f. EMD Details
- g. Specific Terms & Conditions for Rate Contract
- h. Check list

2. COMMERCIAL TENDER PART-II

- a. Commercial Part-II
- b. Price quote

In addition to above, please enclose. :

- a) Experience Certificate on line (To be enclosed)
- b) Clients list on line (To be enclosed)
- c) Service personnel list and Bio-data (To be enclosed)

6.0 FIXED PRICE:

- 6.1 The prices finalized for Bi-ennial rate contract is fixed for the validity of contract.

7. Earnest Money Deposit

- 7.1 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 Axis Bank, branches local across the country (not through Bank Guarantee) and will be maintained in the Government central pooling account Axis 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.

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 Axis Bank.

- 7.2 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

- 7.3 The earnest money deposit shall be denominated in Indian Rupees and shall:

(a) at the tenderer's option, be in the form of either a certified check, pay order, letter of credit, a demand draft, or a bank guarantee from a Nationalized/Scheduled Bank located in India or specified small savings instruments;

(b) The bank guarantee be substantially in accordance with the form of earnest money deposit included in Section VIII or other form approved by the Purchaser prior to tender submission;

(c) Be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITT Clause 13.7 are invoked;

(d) Be submitted in its original form; copies will not be accepted; and

(e) remain valid for a period of 45 days beyond the original validity period of tenders, or beyond any period of extension subsequently requested under ITT Clause 14.2.

7.4 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.

7.5 Unsuccessful Tenderer's earnest money deposit will be discharged/returned as promptly as possible as but not later than 30 days after the expiration of the period of tender validity prescribed by the Purchaser, pursuant to ITT Clause 14.

7.6 The successful tenderer's earnest money deposit will be discharged upon the Tenderer signing the Contract, pursuant to ITT Clause 30, and furnishing the performance security, pursuant to ITT Clause 31.

13.7 The tender security may be forfeited:

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

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

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

(ii) to furnish performance security in accordance with ITT Clause 31.

8.0 PERIOD OF VALIDITY OF TENDER:

8.1 The tenders shall be valid for 120 days after opening of tenders.

8.2 In exceptional circumstances the Shimoga, Davanagere & Chitradurga Co-Operative Societies Union Ltd., solicit the tenderers consent to extend the validity.

9.0 SIGNING OF TENDER DOCUMENTS:

9.1 The tenderer shall submit the original Tender Document and shall be signed by the tenderer or a persons duly authorized to bind the tenderer to the contract.

9.2 Any correction, overwriting shall be attested by the tenderer or the authorized signatory by affixing signature.

10.0 SUBMISSION OF TENDERS:

10.1 Sealing & Marking of Tenders: Through e-Procurement Portal.

11.0 Deadline for Submission of Tenders

11.1 Tenders must be received by the Purchaser at the address specified under ITT Clause 11.2(a) no later than the time and date specified in the Invitation for Tenders (Section I). In the event of the specified date for the submission of Tenders being declared a holiday for the Purchaser, the Tenders will be received up to the appointed time on the next working day.

11.2(b) 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.

12 OPENING OF TENDERS:

- 12.1 The Technical Tender-I shall be opened on the date/time and venue specified in the tender in the presence of the tenderers or their authorized representatives who appointed to be present during the opening.
- 12.2 The tenderers representatives who are present at the time of opening of tenders shall sign the register evidencing their attendance.
- 12.3 Wherein, the pre-qualification, based on various factors such as experience on the line, clients on hand, suitability and eligibility of the tenderer will be evaluated & eligibility of tender opening of Commercial Tender Part-II shall be decided.
- 12.4 The tenderers who do not satisfy any / all the terms and conditions specifically so mentioned in the Technical Part-I will be rejected.

13 EXAMINATION OF TENDERS:

- 13.1 The tenders shall be examined to determine whether they are complete in all respect.
- 13.2 The tenderers who do not satisfy any/all the terms and conditions specifically so mentioned under Tender shall not be considered.
- 13.3 While indicating the price the same to be recorded clearly in figure as well as in words.
If there is any discrepancy between words and figures the lowest among the two amount shall be considered and same shall be final

14 VALUATION OF TENDERS:

- 14.1 Taking into consideration Technical competence & the quoted price for Service Contract the tenders shall be evaluated.
- 14.2 Not with standing anything contained in the tender schedule, no obligation is cast of Shimoga, Davanagere & Chitradurga Co-Operative Societies Union Ltd., to accept the lowest tender and also reserves the right to accept or reject any or all the tenders without assigning any reasons.

15 CRITERIA FOR AWARD OF CONTRACT:

- 15.1 Shimoga, Davanagere & Chitradurga Co-Operative Societies Union Ltd., shall award the contract to the tenderer whose tender has been determined to be substantially responsive to the tendering documents and who has offered the lowest evaluated price, provided further that the tenderer has the capability and the resources to carry out the contract effectively.

16 Shimoga, Davanagere & Chitradurga Co-Operative Societies Union Ltd.,:

- 16.1 Tender Accepting Committee reserves the right to accept or reject any or all offers and to annul the tendering process at any time prior to award of contract, without thereby, incurring any liability to the effected tenderer or tenderers or any obligatory to inform the effected tenders on the grounds of Shimoga, Davanagere & Chitradurga Co-Operative Societies Union Ltd.,action.
- 16.2 Shimoga, Davanagere & Chitradurga Co-Operative Societies Union Ltd.,reserves the right at the time of award of contract to increase or decrease the requirement schedule without change in price or other terms and conditions.

17 NOTIFICATION OF AWARD :

- 17.1 Prior to expiry of the validity of the tender the Shimoga, Davanagere & Chitradurga Co-Operative Societies Union Ltd.,may notify the successful tenderers in writing by Regd. Post / FAX that its tender has been accepted.
- 17.2 Notification of award shall constitute the formation of the contract.
- 17.3 Upon the furnishing by the successful tenderer of performance security & the agreement in accordance with clause, Shimoga, Davanagere & Chitradurga Co-Operative Societies Union Ltd., shall discharge the EMD of Unsuccessful tenderers.

18. TRANSFER OF CONTRACT:

- 18.1 The Contract is not transferable whatsoever.
- 18.2 Any request for transfer of contract shall be treated as non performance and the EMD or SD as the case may be shall be liable for forfeiture.

I / We agree General Terms & Conditions from Sl. No. 1.0 to 18.2.

RATE CONTRACT CONDITIONS :

1.0 VALIDITY OF CONTRACT :

- 1.1 The validity of contract shall be for a period as detailed in the notification for the respective items.
- 1.2 The commencement of contract shall be from the day/date of execution of contract agreement and furnishing of prescribed security deposit.
- 1.3 Shimoga, Davanagere & Chitradurga Co-Operative Societies Union Ltd., reserves the right to extend the contract for a period of 90 to 120 days from the date of expiry of contract, for such extension the Rate contract price, terms and conditions shall remain unaltered.

2.0 SECURITY DEPOSIT :

- 2.1 The successful tenderer shall have to furnish the Security Deposit @ 5% of the value of the contract awarded or as specified in the requirement schedule, within 15 days on receipt of letter of acceptance.
- 2.2 The Security Deposit shall be in one of the following form.
A Demand Draft from Scheduled / National Bank in favour of Managing Director Shimoga, Davanagere & Chitradurga Co-Operative Societies Union Ltd., Payable at Shimoga

OR

- The Bank Guarantee issued by National / Scheduled Bank shall be Valid for the period of contract plus three months claim period.
- 2.3 Failure of successful tenderer to comply with requirement of clause shall constitute sufficient ground for annulment of contract awarded, and forfeiture of EMD.
 - 2.4 The Security Deposit shall be liable for forfeiture in case:-
 - 1) Failure to perform the contract as specified.
 - 2) Termination of contract by Shimoga, Davanagere & Chitradurga Co-Operative Societies Union Ltd., for the non-performance of Contract.
 - 3) Towards liquidated damages assessed against the Contractor.

3.0 SIGNING OF AGREEMENT :

- 3.1 Shimoga, Davanagere & Chitradurga Co-Operative Societies Union Ltd., issues the letter of Acceptance (LOA) to successful tenderer that their tender has been accepted, Shimoga, Davanagere & Chitradurga Co-Operative Societies Union Ltd., shall send the prescribed format of agreement, which shall have to be executed within 15 days of time.

I/ We agree above, contract Conditions from Sl.No. 1.0 to 3.1.

REQUIREMENT SCHEDULE

I. ON BI-ENNIAL RATE CONTRACT BASIS:

Sl No	Brief Description	Qty	EMD in Rs	Security Deposit in Rs
01	Transportation of Furnace Oil from IOC GOA terminals from Shimoga and Davanagere Dairy.	50 MTs per month (Approx)	Rs.50000.00	5% of Contract value for Two year shall be Deposited with Shimoga, Davanagere & Chitradurga Co-Operative Societies Union Ltd.,

I / We agree the above schedule.

**SIGNATURE OF THE TENDERER
WITH SEAL**

SPECIFIC TERMS & CONDITIONS FOR PROVIDING OF ROAD TANKERS FOR TRANSPORTATION OF FURNACE OIL ON BI-ENNIAL RATE CONTRACT BASIS.

Sealed Tenders are invited from the fleet Owners/Transport Contractors for Providing Road Tankers for transportation of Furnace Oil from IOC GOA terminals to Shimoga & Davanagere, on Biennial rate contract basis.

1. The tenderer is required to fill up the details sought in the tender documents provided by us itself and shall submit through e-Procurement Portal and the same duly signed and stamped. If the tender forms are incomplete it shall be liable for rejection.
2. The tenderer should quote the rate on per MT basis.
3. For variation in quantity and quality between the dispatch and the acknowledged point shall be taken for affecting any recovery.
4. **SECURITY DEPOSIT:** Security Deposit of Rs.....-00 in the form of FDR/Demand Draft duly assigned in favour of **Managing Director, Shimoga, Davanagere & Chitradurga Milk Union** or a Bank Guarantee for equivalent amount obtained from any Nationalized Bank has to be furnished, which shall be valid for the period of 27 months.
5. The tenderer is required to furnish the requisite EMD through e-Procurement.
6. The vehicle should have registered during the year 2005 & onwards. Such of the vehicles registered 2005 shall not be entertained. The vehicle/s should be in the name of the tenderer. The proof of ownership and F.C. copies of other related documents shall be enclosed.
7. The copies of vehicle documents should be enclosed with the tender forms without fail. All the titles and documents of the vehicle in original should be produced for verification at the time of negotiation as and when called for.
8. The contractor should ply the vehicle whenever required to transport the furnace oil. The contractor shall not carry any passengers or luggage as the case may be other than the driver and cleaner.
9. It shall be the responsibility of the contractor to transport the Furnace Oil safely so as to reach Shimoga, Davanagere & Chitradurga Co-Operative Societies Union Ltd., on time. In case of breakdown of the vehicle during transportation of Furnace Oil the contractor shall make immediate suitable alternative arrangements for transportation. Further, the contractor should provide the vehicle immediately as and when required by Shimoga, Davanagere & Chitradurga Co-Operative Societies Union Ltd.,. In case the vehicle is not provided in time the Shimoga, Davanagere & Chitradurga Co-Operative Societies Union Ltd., will make alternative arrangements to transport the Furnace Oil and the cost increase for the same will be recovered from the contractor.
10. **Weight Tolerance:** 1.5Kg per MT only is allowable as weight difference from one weighbridge to another weighbridge.

11. The contractor himself shall provide men and material for carrying out the operations at his cost and risk. Any loss due to spoilage of Furnace Oil in the event of breakdown or accident etc. of the vehicle, all the losses shall be recovered from the contractor at the prevailing price of Furnace Oil along with other charges. For any malpractices the Managing Director, Shimoga, Davanagere & Chitradurga Co-Operative Societies Union Ltd., is empowered to impose suitable fines/penalty.
12. If the tenderer backs out during the validation of the Price Quote the EMD would be forfeited without any reasons whatsoever and no correspondence in this behalf will be entertained.
13. In case of any dispute between the tendered and the Shimoga, Davanagere & Chitradurga Co-Operative Societies Union Ltd., the decision of the Managing Director Shimoga, Davanagere & Chitradurga Co-Operative Societies Union Ltd., shall be final and binding on both the parties and also for any dispute arising out of this contract the courts at Shimoga shall have the jurisdiction to decide.

SIGNATURE OF THE TENDERER

To,

Managing Director
Shimoga, Davanagere & Chitradurga
Co-Operative Societies Union Ltd.
Machenahalli, Nidige(p),
Shimoga – 577 222

E.M.D. DETAILS

Sir,

Ref: Tender Notification No. IFT:NO:SMU:PUR:E.Proc:Tender:1569:2016-17 Date:27.05.2016

With reference, I/We representing M/s. ----- Participating for Bi-ennial Rate contract for ----- having read & understood the contents of Tender, as per basic requirement of Tender, I have submitted the required EMD in e-procurement portal.

Thanking You,

**Signature of the Tenderer
Name & Address of the Firm.**

CHECK LIST

**TENDER FOR PROVIDING TRANSPORTATION SERVICES ON BI-ENNIAL RATE
CONTRACT BASIS**

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

1. Whether the prescribed EMD is submitted in the e-procurement YES / NO

2. Whether schedule of Requirement furnished YES / NO

3. Whether details of Service Personnel Bio-data, Experience certificate on line, check list on Hand enclosed. YES / NO

4. Whether price schedule of the tender duly filled - up in figures and words. YES / NO

5. Whether all the pages in the Tender Formats have been duly signed by authorized signatory YES / NO

6. Whether duly filled in Tender document is submitted in sealed duly super scribed YES / NO

7. Whether List of similar rate contract under taken by any of the companies is enclosed Or not. YES / NO

8. Whether satisfactory performance certificate of any of the companies is enclosed or not. YES / NO

9. Whether local office is available at Bangalore for providing service. YES / NO

SHIMOGA, DAVANAGERE & CHITRADURGA MILK UNION LIMITED

Telephone: 08182-246161,63

Fax: 08182-246284

**TENDER FOR PROVIDING SERVICES ON BRC BASIS
(Transportation of Furnace Oil)**

COMMERCIAL TENDER PART-II

TENDER REFERENCE	:	IFT:NO:SMU:PUR:E.Proc: Tender: 1569: 2016-17 Date:27.05.2016
START DATE OF TENDER SUBMISSION	:	04.06.2016
LAST DATE/TIME FOR SUBMISSION	:	30.06.2016 up to 16.00 Hours
TECHNICAL TENDER OPENING	:	02.07.2016 at 16.00 Hours
TIME AND DATE OF OPENING OF COMMERCIAL TENDERS	:	WILL BE INTIMATED LATER
PLACE OF OPENING OF TENDERS	:	At Board room Shimoga Milk Union
ADDRESS FOR COMMUNICATION	:	Managing Director, Shimoga, Davanagere & Chitradurga Milk Union Limited, Machenahalli, Nidige (P) Shimoga – 577 222

**OFFICE OF THE SHIMOGA, DAVANAGERE & CHITRADURGA MILK UNION
LIMITED, MACHENAHALLI, NIDIGE(P), SHIMOGA – 577 222**

Telephone 08182-246170

Fax: 08182-246284

**TENDER FOR PROVIDING SERVICES ON BRC BASIS
(Transportation of Furnace Oil)**

COMMERCIAL TENDER PART-II

COMMERCIAL TENDER PART- II

Sl.No.

Details

- 1. Commercial Tender Part - II**
- 2. Price Quote for Transportation of Furnace Oil /**

COMMERCIAL TENDER PART II

QUALIFICATION

The commercial offers of such of those tenderers who qualify themselves by fulfilling the entire terms and conditions as laid down in Part-I “Technical Tender” of this tender, shall be considered for the finalization of the tender for providing services on Biennial rate contract basis -----

I/We agree for the above terms and conditions

**SIGNATURE OF THE TENDERER
WITH SEAL.**

SHIMOGA, DAVANAGERE & CHITRADURGA MILK UNION LIMITED,
MACHENAHALLI, NIDIGE(P), SHIMOGA – 577 222

TO:
MANAGING DIRECTOR,
Shimoga, Davanagere & Chitradurga
Milk Union limited.,
Machenahalli, Nidige(p),
Shimoga – 577 222

Sir,

Ref: Tender Notification No. IFT:NO:SMU:PUR:E.Proc:Tender:1569:2016-17 Date:27.05.2016

With reference, I/We herewith submit my / our Tender for BI-ENNIAL SERVICE CONTRACT FOR Providing of Tankers for transportation of Furnace Oil from the **I.O.C./ at GOA terminals** rates shall be quoted from each destination on per MT basis for transportation of minimum quantity of 10 MT load of furnace oil.

SL	Destination	(RATE PER MT) (Incl. of All tax & duties)
1	IOC GOA terminals TO SHIMOGA DAIRY, SHIMOGA	
2	IOC GOA terminals TO DAVANAGERE DAIRY, DODDABATHI, DAVANAGERE	

The rate quoted should be in both figures and words.

-----PS.
The above rates have been quoted taking into consideration of statutory deduction like TDS/ST/& other taxes if any from the bill amount.

I/We hereby once again confirm that, I/we have thoroughly studied the Tender Document and understood the Tender Conditions, Tender Specifications, details of work required, I/we, fully understand the nature of work & have quoted for the same. My/Our offer for Bi-ennial Rate contract is strictly in accordance with these requirements. I/we hereby agree that, the decision of Tender Accepting Committee shall be final for acceptance of offer and award of contract.

**SIGNATURE OF THE TENDERER
WITH SEAL**

Date:

Section VII : Qualification Criteria

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

Additional Terms and Conditions for Transportation of Furnace oil by Road Tankers.

- 0.0 Eligibility: The intending Bidder Should have minimum 5 tankers of 10/16 MT Capacity. Each calibrated and approved by weights and measures Department and reputed Government Oil Companies Like IOC/BPCL/HPCL .
- 1.1 The Intending Bidder shall have his own heavy duty License Driver/s Cleaners, Preferably own a garage to undertake minimum maintenance to ensure prompt service.
- 1.2 The intending Bidder shall hold valid permits, comprehensive insurance of vehicles along with goods, shall have paid the Road taxes etc., and Vehicles offered shall be free from all sort of calibration certificate of each tanker shall be along with the technical tender part-1 for verifications.
- 1.3 Those Bidders who fulfill the conditions of 1.2 shall be considered for opening of commercial part – II
- 1.4 The contractor shall be fully conversant with motor vehicles Act and storage and transportation of Explosives Act and Should have through knowledge of filling/loading of furnace oil on different terminals of I.O.C/HPC/BPC and other companies.
- 1.5 The vehicles offered should have all the facilities to load and unload furnace oil without any delay.
- 1.6 In the event of break down of vehicle during transit, an alternative vehicle has to be arranged or to toe the vehicle immediately with due intimation to Shimoga, Davanagere & Chitradurga Co-Operative Societies Union Ltd.,
- 1.7 The Bidder shall indemnify the Shimoga Milk Union against all sorts of risks arising during transit and the obligation on Shimoga, Davanagere & Chitradurga Co-Operative Societies Union Ltd., is limited to the transit bills only.
- 1.8 During the contact period, not with standing, any thing consented on rates specified for providing the tankers when ever revision of prices of diesel is made by Government prorated increased/decreased in the rates shall be paid by the Shimoga, Davanagere & Chitradurga Co-Operative Societies Union Ltd., The basis for such calculated will at the rate of 4 KMs per liter of Diesel.
- 1.9 A tolerance of 1.5 kg per MT will be allowed as weight difference between weighbridges.
10. The Furnace Oil thus transported shall be at the carrier's risk, hence care shall be taken to:
- See that the Furnace Oil is not pilfered or adulterated.
 - See that the Tankers manholes, valves, etc., are properly sealed in the presence of the drivers, IOC authorized staff at GOA terminals and the sealing, shall be intact till it reaches scheduled destination and shall be entrusted to the security/Boiler and Stores or any other authorized personnel of Shimoga, Davanagere & Chitradurga Co-Operative Societies Union Ltd., and seek an acknowledgement to that effect.
 - See that, Tanker/s being weighed/measured through dip –stick method at the weigh bridge in the presence of driver, both at the time of filling/ loading and unloading and the quality thus weighted/measured shall be incorporated in the delivery challan/ invoice and acknowledged.
- 2.0 The Bidder shall ensure that, Furnace oil thus transported shall be fit for use in Boiler,
- 2.1 If the Shimul Notice any tampering of seal, the shortage of quantity shall be assessed to the contractor at the landed cost of Furnace Oil, and discrepancies found in quantity/ Dip stick due to various reasons in transit, the value of shortage will be recovered from the bills payable to the contract.
- 2.2 However, the temperature variation allowance due to the change in temperature from filling point to the unloading point as fixed by the oil company's [IOC] shall be admitted.
- 2.3 If any employee/ representative of the contractor is found pilfering adulterating and destroying the furnace oil during transportation or during, loading/unloading and or in

transit, the contractor shall be responsible for loss and the contractor shall make good all such losses incurred Shimoga, Davanagere & Chitradurga Co-Operative Societies Union Ltd.,. Further in case of dishonesty, the losses in the entire contract period shall be assessed and recovered at twice the rate of Furnace Oil (Landed cost) from the contractor besides imposing, penalty as deemed fit, taking legal action, and the contractor shall be black listed.

- 2.4 If there is any deviation in the route specified, it is the responsibility of the bidder to justify such deviation and the same shall be testified with an endorsement of the local body/ police.
 - 2.5 The contractor shall ensure that, the vehicle in question are provided at the call and demand whenever the contractor fails to provide the vehicle, the same shall be arranged by Shimoga, Davanagere & Chitradurga Co-Operative Societies Union Ltd., and cost thus incurred under such circumstances shall be at the risk of contractor.
 - 2.6 The bidder shall not carry the passengers or any luggage during transit.
 - 2.7 The personnel pressed into the service are forbidden to enter into Shimoga, Davanagere & Chitradurga Co-Operative Societies Union Ltd.,its offices, or any part thereof, without proper endorsement of the competent neither Authority, nor are they authorized to handle any of the plant and Machinery.
 - 2.8 The Tenderer shall Ensure that, the personnel employed shall not try to influence, propagate their Views/Thoughts/try to politicize the staff, which ultimately hampers the working of the Shimoga, Davanagere & Chitradurga Co-Operative Societies Union Ltd., Nor the tenderer shall involve in such unscrupulous activities.
 - 2.9 The tenderer shall also ensure that, the perssone on duty shall not attend the duty in inebriated condition nor shall involve in any sort of bickering with the employees of Shimoga Milk Union, or Shall involve in any monetary transactions.
 - 3.0 The Tenderer shall have sound financial background, required for smooth execution of the contractual obligations.
 - 3.1 The tendere shall take care of the personnel engaged by them by all means.
 - 3.2 The tendree shall employ personnel in sufficient numbers such that, the movement of F.O is not hampered at any given point of time.
 - 3.3 The tenderer shall not employ any person who is under the age of 18 years, mentally retorted, physically handicapped and shall desist from child labour.
 - 3.4 The tenderer shall take utmost care, such that, during the currency of contact, no damage is caused either to the main building, its plant and machinery. In the event of any such damage is caused, is shall be at the risk and responsibility of the tendere. Any cost incurred towards the same shall be made good by the tenderer or shall be recoverable out of the bills / security deposit.
 - 3.5 Shimoga, Davanagere & Chitradurga Co-Operative Societies Union Ltd.,shall deduct TDS, or any such statutory deductions as per the Rules Govering.
 - 3.6 The tanker movement with in the premises of Shimoga Milk Union shall not exceed speed of 5 KMs/hr. In the event of any accident causing injury/fatal injury to its personnel, the same shall be at the riskof the tenderer.
 - 3.7 The extension /suspension of contract shall be at the sole discretion of Managing Director and shall be with out assigning any reason whatsoever it may be.
 - 3.8 The firm shall comply worth the provisions of the payment of wages Act 1936, minimum wages Act 1948. The employees liability Act1923, Industrial Dispute Act 1947.
- The Tenderer Shall be responsible for and shall pay nay compensation to his own workmen payable under the workmen’s compensation act 1923 (VII or 1923), (herein after called the said Act), for injuries caused to the workmen, if such compensation is paid by the Shimoga, Davanagere & Chitradurga Co-Operative Societies Union Ltd.,as to the workmen. If such Act, on behalf of the contract, it shall be recoverable by the Shimoga, Davanagere & Chitradurga Co-Operative Societies Union Ltd.,from the contractor under subsection (ii) of the said act. Such compensation shall be recovered in on lump sum from the subsequent bills or security deposit.