

**TUMKUR DIST COOPERATIVE MILK PRODUCER'S SOCIETIES**  
**UNION LTD., MALLASANDRA, TUMKUR 572107**  
**E-mail: [mdtmu@yahoo.com](mailto:mdtmu@yahoo.com)/[production.td.tmu@gmail.com](mailto:production.td.tmu@gmail.com)**

REF NO: **KMF/TCMU/PRODN/016/2025-26**

DATE:21.04.2025

**TECHNICAL TENDER PART-I**

**(Tenderer shall upload technical documents and Commercial Quote only through e-Procurement portal. EMD shall be paid in e-procurement).**

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**Signature of Tenderer with Seal**

**TUMKUR DIST. CO OPERATIVE MILK PRODUCER'S SOCIETIES**  
**UNION LTD., MALLASANDRA, TUMKUR-572107**  
E-mail: [mdtmu@yahoo.com](mailto:mdtmu@yahoo.com) / [production.td.tmu@gmail.com](mailto:production.td.tmu@gmail.com)

TENDER REF NO: **KMF/TCMU/PRODN/016/2025-26**

DATE:21.04.2025

**TENDER DOCUMENT FOR TRANSPORTATION OF MILK THROUGH INSULATED**  
**ROAD MILK TANKERS ON CONTRACT BASIS FOR A PERIOD OF TWO YEARS**  
**UNDER E-PROCUREMENT**

TENDER REFERENCE NO : KMF/TCMU/PRODN/016/2025-26 DATED:21.04.25

DATE OF COMMENCEMENT OF  
SALE OF TENDER DOCUMENT :30/07/2025

LAST DATE FOR DOWNLOADING  
THE TENDER DOCUMENT : 28/08/2025

LAST DATE AND TIME FOR  
UPLOADING THE TENDERS : 28/08/2025 2.00 PM

TIME AND DATE OF OPENING  
OF TENDERS : 30/08/2025 2.30 PM

PLACE OF OPENING OF  
TENDERS : TUMKUR COOPERATIVE MILK PRODUCER'S  
SOCIETIES UNION LTD., MALLASANDRA,  
TUMKUR - 572107

ADDRESS FOR COMMUNICATION : TUMKUR COOPERATIVE MILK PRODUCER'S  
SOCIETIES UNION LTD., MALLASANDRA,  
TUMKUR - 572107

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Signature of Tenderer with Seal

**TUMKUR DIST COOPERATIVE MILK PRODUCER'S SOCIETIES**  
**UNION LTD., MALLASANDRA, TUMKUR 572107**  
**E-mail: mdtmu@yahoo.com/production.td.tmu@gmail.com**

**INVITATION OF TENDERS FOR TRANSPORTATION OF MILK THROUGH ROAD MILK**  
**TANKERS ON CONTRACT BASIS FOR A PERIOD OF TWO YEARS**  
**UNDER E-PROCUREMENT.**

TENDER REF NO: **KMF/TCMU/PRODN/016/2025-26**

**DATE: 24.01.2025**

1. Tumkur Milk Union invites e-Tenders for Transportation of Milk through Insulated Road Milk Tankers between the District Milk Unions and to neighboring states (Including Bombay Market Area) for the period 2025-2026 and 2026-2027.
2. The Tender is exclusively invited through E-procurement Portal and any Corrigendum to the Tender Notice will be issued solely through the E-procurement Portal only.
3. Tenderers shall take note of the pre-qualification criteria specified in Section VII to qualify for participating in the Tender Process and award of the contract.

Interested parties can download the Tender documents from e-procurement website <https://kppp.karnataka.gov.in/> from **30.07.2025 to 28.08.2025** any additional information that may be required shall be obtained from the above address. The Tumkur Milk Union shall not be held responsible for website /server related issues / problems including non-receipt issues thereon.

4. Tenders shall be accompanied by E.M.D amount of **Rs.25,000.00** per quote, to be paid in digital mode, to e-procurement portal Government of Karnataka and shall have to be valid for 135 days. Payment of EMD is compulsory for all Tenderers.
5. Tenderers shall upload the tender (Technical + Commercial) on or before **28.08.2025 at 2.00 PM** and Technical Tender shall be opened on **30.08.2025 at 2.30 PM**, in the presence of the tenderers or their authorized representatives who wish to attend.
6. Other details can be seen in the tender documents.

For TUMKUR MILK UNIONLTD

Sd/-  
MANAGING DIRECTOR

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# **SECTION I: INSTRUCTION TO TENDERERS**

## **A. Introduction**

### **1.0 Eligibility criteria for Tenderers:**

- 1.1 Tenderers shall not be under any declaration of ineligibility for corrupt or fraudulent practices issued by the Government of Karnataka or any other relevant State Government or Central Government or Government Undertaking or Statutory Body.

### **2.0 Cost of Tendering**

- 2.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender. TMU, its Union or MD (hereinafter referred to as “the Hirer”), shall in no way be responsible or liable for these costs, whatsoever, regardless of the outcome of the Tender process.

## **B. The Tender Documents**

### **3.0 Contents of Tender Documents:**

- 3.1 The specifications for the required Road Milk Tankers, along with the tendering procedures and contract terms, are detailed in the Tender Documents. In addition to the Invitation for Tenders, the Tender Documents comprises of the following:

#### **I. Technical Tender Part – I consists of:**

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

#### **II. Commercial Tender Part – II consists of:**

- (a) Commercial Tender Part – II
  - (b) Commercial Tender Rate Quote
- 3.2 The Tenderer is expected to thoroughly examine all instructions, forms, terms, conditions, and specifications contained in the Tender Documents. Failure to provide any information required, or submission of a Tender that is not substantially responsive to the Tender Documents in all respects, shall be at the Tenderer's own risk and may result in the rejection of the Tender.

### **4.0 Amendment(s) to Tender Documents:**

- 4.1 At any time before the deadline for submission of Tenders, the Hirer may modify the Tender Documents—either on its own initiative or in response to a clarification requested by a prospective Tenderer—by issuing an amendment.

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- 4.2 All prospective Tenderers who have received the Tender documents will be notified of the amendment(s), if any, in writing or by Phone or by Email. The said Amendment(s) shall be final and binding on them.
- 4.3 In order to provide prospective Tenderers with reasonable time to consider the amendment while preparing their Tenders, the TMU may, at its discretion, extend the deadline for submission of Tenders.

## **C. Preparation of Tenders**

### **5.0 Language of Tender:**

- 5.1 The Tender prepared by the Tenderer, along with all correspondence and documents exchanged between the Tenderer and the Hirer, shall be written in the English language. Any supporting documents or printed literature submitted in a language other than English shall be accompanied by an accurate English translation of the relevant passages. For the purpose of interpreting the Tender, the English translation shall prevail.

### **6.0 Documents Comprising the Tender:**

- 6.1 The Tender prepared by the Tenderer shall include the following components
- (a) A Technical Tender Form Part – I and a Rate Schedule Commercial Tender Part – II completed in accordance with ITT Clauses 7, 8, and 9;
  - b) Documentary evidence, as required under ITT Clause 10, demonstrating that the Tenderer is eligible to participate in the Tender and is qualified to perform the contract in the event its Tender is accepted.;
  - (documentary evidence, as required under ITT Clause 11, demonstrating that the Road Milk Tanker and ancillary services to be provided by the Tenderer are eligible and conform to the requirements specified in the Tender Documents;
  - (d) Earnest money deposit furnished in accordance with ITT Clause 12.

### **7.0 Tender Form:**

- 7.1 The Tenderer shall complete the Tender Form and the Rate Schedule furnished in the Tender documents, indicating the **type of Road Milk Tankers, certificate copy of the registration, copy of the insurance cover certificate, Tax paid details & permit to be provided**, along with a brief description of the Road Milk Tankers.
- 7.2 The contractor shall upload all the tenderer documents includes, Adhar card, Pan card, 02 years of IT returns, and if any. And the RMT tankers related documents includes Types of Road milk tanker mentioned in RC Book, certificate copy of registration, copy of insurance coverage certificate, CLL copy, Tax paid certificate copy, Fitness certificate copy, Goods carrier permit, National permit( Temporary permit not allowed),prevail B Extract copy the vehicle, copy of pollution control certificate, **Fssai license for indusial road milk tanker, all concerned document shall be updated in M-Parivaahan official website of Ministry of Road Transport and Highway.** Failure to upload any of the above-mentioned documents shall result in **direct rejection** of the bid during the technical qualification stage.

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### **8.0 Tender Rates:**

- 8.1 The Tenderer shall specify on the Rate Schedule both the unit rate and the total Tender rate for the Road Milk Tankers it proposes to supply under the Contract. Tenderers are required to submit their quotations for the full scope of Road Milk Tankers and associated services as detailed in each schedule on a single responsibility basis. Tenders that do not comply with this requirement will be deemed non-responsive, shall not be considered for evaluation, and will be excluded from award consideration.
- 8.2 The rate to be quoted shall be all-inclusive, covering expenses such as fuel, staff salaries, taxes, repairs and maintenance, insurance (whether already paid or payable), and any other costs related to meeting the specifications.:

<b>Sl. No</b>	<b>Destination (By shortest route through city limits)</b>	<b>No. of Vehicles to be Provided</b>	<b>Vehicle capacity and Tentative Number of tanker provided</b>	
1	TRANSPORTATION OF MILK FROM <b>MAIN DAIRY PLANT MALLASANDRA</b> AND CHILLING CENTRES LOCATED AT MADHUGIRI,SIRA,K.B.CROSS AND YEDIYURU TO DIFFERENT DESTINATIONS WITHIN KARNATAKA AND OUTSIDE KARNATAKA( INCLUDING BOMBAY MARKET AREA) ALSO INCLUDING TRANSPORTATION FROM CHILLING CENTRES TO MAIN DAIRY	<b>Approximately 95 No's of Milk Tankers in total As decided by TMU at the time of Finalization of tender.</b>	19000 KG (12 Wheel)  30 No's	24000 KG (14 Wheel)  65 No's

**Note: The Managing Director, Tumkur Milk Union, reserves the right to select either both types of tankers listed above or only one of the specified tanker capacities.**

- (ii) The Tenderer shall be responsible for all statutory and other liabilities that may arise or be imposed from time to time during the term of the Contract.
- (iii) \*Within the state means Chilling center to DAIRIES/UNIONS/UNITS, Inter Union & Inter Dairy.
- 8.3 The break-up of the rate components indicated in the price quote of the tender shall be in accordance with ITT Clause 8.2 above and shall be solely for the purpose of facilitating the comparison of Tenders. This will not in any way limit the Hirer's right to contract on any of the terms offered.
- 8.4 The rates quoted by the Tenderer shall remain fixed throughout the duration of the Contract and shall not be subject to variation on any account, except for revisions in diesel prices as authorized by the Government of India (GOI). Any Tender submitted with an adjustable rate quotation will be considered non-responsive and rejected in accordance with ITT Clause 20..

### **9.0 Tender Currency:**

- 9.1 Rates shall be quoted in Indian Rupees (INR)

### **10.0 Documents Establishing Tenderer's Eligibility and Qualifications:**

- 10.1 Pursuant to ITT Clause 6, the Tenderer shall furnish, as part of its tender, documents establishing the Tenderer's eligibility to Tender and its qualifications to perform the Contract if its Tender is accepted

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- 10.2 The documentary evidence of the Tenderer's qualifications to perform the Contract, if the Tender is accepted, shall satisfy the Hirer's requirements.
- (a) In the case of a Tenderer offering to supply Road Milk Tankers under the Contract that it did not manufacture or produce, the Tenderer shall provide valid authorization (as per the Authorization Form in Section XIII) from the Road Milk Tanker Owner, granting the Tenderer the right to supply such Road Milk Tankers within India. The specific item(s) for which the Owner's Authorization is required shall be clearly specified
- Note:** Tenders for any particular item within each schedule of the Tender shall be submitted on behalf of a single owner only. Tenders submitted by agents representing different owners for the same Road Milk Tanker item within a schedule will be considered non-responsive and rejected).
- (b) That the Tenderer has the financial and technical, capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VII. To this end, all Tenders submitted shall include the following information:
- (i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.
  - (ii) Details of experience and past performance of the Tenderer on tankers offered and on those of similar nature within the **past Two years'** from any reputed cooperative sector or organization and details of current contracts in hand and other commitments (suggested pro-forma given in Section XII);

**11.0 Documents Establishing Road Milk Tankers Eligibility and Conformity to Tender Documents:**

- 11.1 Pursuant to ITT Clause 6, the Tenderer shall submit, as part of its Tender, documentary evidence establishing the eligibility and compliance of all Road Milk Tankers and related services proposed to be provided under the Contract with the requirements set forth in the Tender Documents
- 11.2 The documentary evidence of conformity of the Road Milk Tankers and services to the Tender documents may be in the form of literature, drawings and data and shall consist of:
- (a) A detailed description of the essential technical and performance characteristics of the Road Milk Tankers and proof of Ownership of the Vehicles.
- 11.3 Submission of Sample – **NOT APPLICABLE**

**12.0 Earnest Money Deposit:**

- 12.1 Pursuant to ITT Clause 6, the Tenderer shall furnish, as part of its Tender, earnest money deposit of the amount as specified in Section-V-Schedule of Requirements.
- 12.2 The earnest money deposit is required to safeguard the Hirer against the risk of the Tenderer's conduct that may justify forfeiture of the security, in accordance with ITT Clause 12.7..
- 12.3 Tenderers are required to submit an Earnest Money Deposit (E.M.D) of Rs. 25,000/-, per quote subject to the following conditions:

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- a) **EMD will be accepted in the form of electronic cash in any of the designated Axis Bank, branches located 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 received for all the tenders floated through e-procurement platform will be collected and maintained in a central pooling account.
  - d) 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.
- 12.4 Any Tender not secured in accordance with ITT Clause 13.1 shall be considered non-responsive by the Hirer and rejected pursuant to ITT Clause 22, in accordance with the provisions of Clause 13.3 above.
- 12.5 Refund of EMD:  
The Earnest Money Deposit (EMD) will be held in a central pooling account until the award of the contract to the successful bidder. In accordance with the instructions of the Tender Accepting Authority (TAA), the EMD amounts of unsuccessful bidders will be refunded to their respective bank accounts registered in the e-procurement system.
- 12.6 No earlier EMD or Performance guarantee is transferable against present Tenders. Therefore submission of fresh EMD along with the Tender is mandatory. Tender without EMD shall be rejected.

**The Tender Earnest Money Deposit may be forfeited:**

- (a) If a Tenderer:
  - (i) withdraws the Tender during the period of Tender validity specified by TMU Ltd. on the Tender Form; or
  - (ii) fails to accept the correction of errors pursuant to ITT Clause [insert clause number].
- (b) In the case of a successful Tenderer, if the Tenderer fails to:
  - (i) execute and sign the Contract Agreement in accordance with ITT Clause 26; or
  - (ii) upload the Performance Security in accordance with ITT Clause 25.

**13.0 Period of Validity of Tenders:**

- 13.1 Tenders shall remain valid for **180** days after the deadline for submission of Tenders prescribed by the Hirer pursuant to ITB Clause 17. The Hirer as non-responsive shall reject a Tender valid for a shorter period.
- 13.2 In exceptional circumstances, the Hirer may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or cable or telex or fax). The earnest money deposit provided under ITT Clause 12 shall also be suitably extended.
- 13.3 Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its Tender.

**14.0 Format and Signing of Tender:**

- 14.1 The Tenderer shall prepare and submit the Tender through the e-procurement portal, duly signed by the Tenderer or by a person authorized to bind the Tenderer to the Contract.
- 14.2 The tender shall be neatly typed or written legibly in indelible ink and shall be signed by the Tenderer or its duly authorized representative, so as to bind the tenderer to the Contract. The letter of authorization shall be by means of a written power-of-attorney duly submitted along with the tender. All pages of the Tender, except for amended printed literature, shall be initialed by the individuals signing the Tender.

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- 14.3 Any alterations, erasures or overwriting shall be valid only if the persons or persons signing the Tender shall acknowledge such corrections by duly affixing initial alongside the same.

## **D.Submission of Tenders:**

### **15.0 Sealing and Marking of Tenders: NOT APPLICABLE**

### **16.0 Deadline for Submission of Tenders:**

- 16.1 Tenders shall be uploaded by the Tenderer as per the time and date specified in the Invitation for Tenders (Section I).
- 16.2 The Hirer may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITT Clause 4, in which case all rights and obligations of the Hirer and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

### **17.0 Late Tenders:**

- 17.1 Any tender received by the Hirer after the deadline shall be rejected.

### **18.0 Modification and Withdrawal of Tenders:**

- 18.1 The Tenderer may modify or withdraw its Tender after submitting its Tender, provided that a written notice of such modification or withdrawal is submitted to the Hirer prior to the Last date prescribed for submission of Tenders.
- 18.2 The Tenderer's modification or withdrawal notice shall be submitted duly sealed, marked and dispatched in accordance with the provisions of ITT Clause 15. Such withdrawal notice may also be sent through E Mail but submission of the Hard copy of such Notice, duly signed and affixed with its Official seal before the prescribed last date for submission of Tenders, is mandatory.
- 18.3 No modification of the submitted Tender shall be allowed subsequent to the last date prescribed for submission of Tenders.
- 18.4 Tender once submitted, shall not be allowed to be withdrawn by the Tenderer in the intervening period between the deadline prescribed for submission of Tenders and the expiration of the period of Tender validity as specified in the Tender Form. Withdrawal of Tender during this intervening period may result in the Tender's forfeiture of its Earnest Money Deposit, mentioned as per ITT Clause 12.7.

## **E.Tender Opening and Evaluation of Tenders**

### **19.0 Opening of Tenders by the Hirer:**

- 19.1 Tenders shall be opened by the Hirer in the presence of Tenderers representatives who choose to be present, at on at the following location on the designated date and time:

**BOARD ROOM TUMKUR MILK UNION LTD,  
MALLASANDRA, TUMKUR 572107**

The Tenderer's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Tender opening being declared a holiday for the Hirer, the Tenders shall be opened at the appointed time and location on the next working day.

- 19.2 The Tenderer's names, Tender modifications or withdrawals, discounts, and the presence or absence of requisite Tender security and such other details as the Hirer at its discretion, considers appropriate, shall be announced at the opening. No Tender shall be rejected at Tender opening, except for late Tenders, which shall be returned unopened to the Tenderer pursuant to ITT Clause 17.
- 19.3 Tenders (and modifications sent pursuant to ITT Clause 18.2) that are not opened and read out at Tender opening shall not be considered for further evaluation, irrespective of any circumstance.
- 19.4 The Hirer shall prepare the minutes of the Tender opening and may choose to share the same or not share the same with Tenderers.

### **20.0 Preliminary Examination:**

- 20.1 The Hirer 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, without proper authorization from the owner as per Section XIII, shall be treated as non-responsive.
- 20.2 Where the Tenderer has quoted for more than one schedule, if the Tender security furnished is inadequate for all the schedules, the Hirer shall take the rate Tender into account only to the extent of the Tender Security submitted. 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.
- 20.3 Arithmetical errors will be dealt with on the following basis. In case of discrepancy between the unit rate and the Amount that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the corrected Amount shall be considered. **If there is a discrepancy between words and figures, words shall prevail. If the Contractor does not accept the correction of errors in this method mentioned, its Tender shall be rejected and its Tender security shall be forfeited.**

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- 20.4 The Hirer may waive any minor informality, non-conformity, or irregularity in a Tender that does not constitute a deviation from the Tanker specifications, provided that such waiver does not prejudice or affect the relative ranking of any Tenderer.
- 20.5 Prior to the detailed evaluation, pursuant to ITT Clause 21, the Hirer will determine the substantial responsiveness of each Tender to the Tender documents. For purposes of these Clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the Tender documents without Tanker deviations. Deviations from or objections or reservations to critical provision such 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) shall be deemed to be a Tanker deviation. The Hirer's determination of a Tender's responsiveness shall be based solely on the contents of the Tender itself, without reference to any extrinsic evidence.
- 20.6 If a Tender is not substantially responsive, it will be rejected by the Hirer and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

**21.0 Evaluation and Comparison of Tenders:**

- 21.1 The Hirer will evaluate and compare only those Tenders that are substantially responsive, pursuant to ITT Clause 20, on a schedule-by-schedule basis. No Tender will be considered if it does not contain the complete requirements as specified in the relevant schedule. However, as provided in ITT Clause 8, Tenderers may submit offers for one or more schedules and may propose discounts for combined schedules. Such discounts will be factored into the evaluation to determine the Tender or combination of Tenders that offers the lowest evaluated cost to the Hirer for each schedule, upon which the award(s) will be decided.
- 21.2 The Hirer's evaluation of a Tender will exclude and not take into account any allowance for rate adjustment during the period of execution of the contract.
- 21.3 The Hirer's evaluation of a Tender will take into account, in addition to the Tender rate. (Ex-factory/ex-warehouse/off-the-shelf rate of the Road Milk Tankers offered from within India, such rate to include all costs as well as duties and taxes paid or payable on components and raw Tanker incorporated or to be incorporated in the Road Milk Tankers, and Excise duty on the furnished Road Milk Tankers, if payable) and rate of incidental services, the following factors, in the manner and to the extent indicated in ITT Clause 21.4 and in the Technical Specifications. **NOT APPLICABLE**
- a) Cost of inland transportation, insurance and other costs within India incidental to the delivery of the road milk tanker to their final destination;
  - b) Delivery schedule offered in the Tender;
  - c) Deviations in payment schedule from that specified in the Special conditions of Contract.
  - d) The cost of components, mandatory spare parts and service.
  - e) The availability in India of spare parts and after-sales services for the Road Milk Tankers / tanker offered in the Tender;
  - f) The projected operating and maintenance costs during the life of the tanker; and
  - g) The performance of productivity of the tanker offered.

Pursuant to ITT Clause 21.3, one or more of the following evaluation methods will be applied:

- a) Inland Transportation, Insurance and Incidentals: **NOT APPLICABLE**
- b) Delivery Schedule: **NOT APPLICABLE**

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The Hirer requires that the Road Milk Tankers shall be as per the requirements of the Hirer. Any delay in providing the Road Milk Tankers or Road Milk Tankers reaching at the place indicated will attract penalty as decided by the Hirer. The Road Milk Tankers so provided shall report at the time and place as mentioned in the work order.

c) Deviation in Payment schedule: **NOT APPLICABLE**

d) Cost of Spare Parts: **NOT APPLICABLE**

e) Spare Parts and After Sales Service Facilities in India: **NOT APPLICABLE**

f) Operating and Maintenance Costs: **NOT APPLICABLE.**

g) Performance and Productivity of the tanker: **NOT APPLICABLE**

#### **22.0 Communication with the Hirer:**

22.1 Subject to ITT Clause 20, no Tenderer shall communicate or contact, by whatsoever means, to the Hirer on any matter relating to its Tender, from the date of Tender opening till such time the Contract is awarded. In case, the Tenderer wishes to submit any additional information the Hirer, same may be done so through written communication only.

22.2 Any effort by a Tenderer to influence the Hirer, in whatsoever manner, in any of its decisions connected with Tender evaluation, Tender comparison or contract award, shall result in rejection of the Tenderer's Tender and further black listing.

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## **F. Award of Contract**

### **23.0 Post qualification:**

- 23.1 In the absence of pre-qualification, the Hirer shall, to its satisfaction, determine whether the Tenderer who has submitted the lowest evaluated responsive Tender meets the criteria specified in ITT Clause 10.2(b) and is qualified enough, has requisite resources and experience, to perform the Contract successfully.
- 23.2 The determination will take into account the Tenderer's financial, technical and performance capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the tenderer, pursuant to ITT Clause 10, as well as such other information as the Hirer deems necessary and appropriate.
- 23.3 An affirmative determination shall be the prerequisite for award of the Contract. A negative determination shall result in rejection of the Tenderer's Tender; in such an event, the Hirer shall proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform the contract successfully.

### **24.0 Award Criteria:**

- 24.1 to ITT Clause 28, the Hirer shall award the Contract only to such successful Tenderer whose Tender has been determined to be substantially responsive and mentions the lowest price, provided the Tenderer is duly and truly qualified to perform the Contract satisfactorily.
- 24.2 Tumkur Milk Union reserves the right to procure services of Insulated Road Milk Tankers from L-2, L-3,L-4 etc If L1 not able to provide services, Hirer shall procure services by matching the prices of L-2,L-3,L-4 etc with lowest price(L-1).**
- 24.3 Work order shall be awarded to only such successful Tenderer, who has submitted all requisite and prescribed documents and security deposit to the union, as specified by TUMUL**

### **25 Hirer's right to vary Quantities at Time of Award - NOT APPLICABLE**

### **26.0 Hirer's Right to Accept Any Tender and to reject any or All Tenders**

- 26.1 The Hirer reserves the right to accept or reject any tender its description and without assigning any reason whatsoever, and to suspend/ terminate/ annul the Tendering process at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.
- 26.2 TMU reserves the right to recover the direct losses and consequential losses if any, arising out of usages of Tankers provided by the Contractor. The recovery of loss shall be from any amount due or shall become due including from both the present

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pending/future bills of the Contractor OR from the Security Deposit submitted by the Contractor.

## **27. Notification of Award**

- 27.1 Prior to the expiration of the period of Tender validity, the Hirer will notify the successful Tenderer in writing by registered letter or by E-Mail, to be confirmed in writing by registered letter, that if Tender is accepted, Tenderer shall provide correct postal address and Email id for future correspondence, including proper contact details will result in the notification being deemed successfully delivered if sent to the contact details provided in the tender submission.
- 27.2 The notification of award will constitute confirmation of award of Contract.
- 27.3 Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 31, the Hirer will promptly notify the name of the winning Tenderer to each un-successful Tenderer and return the earnest money deposit, as per ITT Clause 12.
- 27.4 If, after notification of award, a Tenderer wishes to ascertain the grounds on which its Tender was not selected, it shall address its request to the MD - TMU. The MD - TMU will promptly respond in writing to the unsuccessful Tenderer.

## **28.0 Signing of Contract**

- 28.1 On selection of the successful Tenderer, the Hirer shall intimate the same to the successful tenderer along with sharing the Contract Form as provided in the Tender documents, incorporating all agreements between the parties.
- 28.2 Within 7 days of receipt of the Contract Form, the successful Tenderer shall sign the same duly affixing its official seal and return it to the Hirer.

## **29.0 Performance Security**

- 29.1 Immediately on receipt of notification of award from the Hirer, the successful Tenderer shall furnish the performance security for each tanker **50% IN THE FORM OF CASH AND REMAINING IN THE FORM OF FIXED DEPOSIT / BANK GUARANTEE** valid for the complete duration of contract including any extension period that may be granted by the Hirer in accordance with the Conditions of Contract, in the Performance Security Form provided in the Tender documents or in any other form acceptable to the Hirer. The Security Deposit as detailed below.

### **SECURITY DEPOSIT AMOUNT:**

<b>SL. NO</b>	<b>Capacity</b>	<b>SECURITY DEPOSIT IN THE FORM OF CASH OR (50% BG/FD &amp; 50% CASH) (Rs. in lakhs)</b>
1	ONE TANKER	08.00
2	TWO TO FIVE TANKERS	10.00
3	SIX AND ABOVE TANKERS	12.00

The Security Deposit (including interest accrued if any) shall be considered as payable by Contractor to the Hirer as compensation for any loss or damage resulting from the Contractor's failure to comply with its obligations under the Contract.

- 29.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 28.2 or ITT Clause 29.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Hirer may make the award to the next lowest evaluated Tenderer or call for new Tenders.

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- 29.3 The tenderer shall provide the bank guarantee details, including the beneficiary account number provided by TUMUL. The first party to be mentioned in the said Bank Guarantee shall be the issuing bank, and the second party shall be the Managing Director, Tumkur Milk Union
- 29.4 If the tenderer shall provide the fixed deposit as a security deposit, It shall be made lien in favor of Managing director Tumul. The tenderer shall also obtain a lien confirmation from the concerned bank, which shall be sent through the bank's official Email and on its letterhead. If any errors or incorrectness is found in the FD bond, the Contract shall be terminated and Contractor shall be blacklisted and barred from submitting any Tender in future or shall be barred from any award of Contract.

### **30.0 Corrupt or Fraudulent Practices**

- 30.1 The Hirer / Government require that Tenderers/Contractors/Contractors shall observe the highest standard of ethics during the procurement and execution of Government financed contracts. There shall be ZERO TOLERANCE to Corrupt and/or Fraudulent practice(s). In pursuance of this policy, the Government:
- (a) Defines, for the purposes of this provision, the terms set forth as follows:
    - (i) "Corrupt practice" means the offering, giving, receiving or soliciting anything of value to influence the action of a public official in the procurement process or in contract execution; and
    - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice(s) among Tenderers (prior to or after Tender submission) designed to establish Tender rates at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;
  - (b) Will reject a proposal for award if it determines that the Tenderer is recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
  - (c) Will declare a firm ineligible to participate in any Tender or award of Contract by Tumul or any Government-funded/financed works, either indefinitely or for such period of time as determined by Tumul / Government, if it found that the firm has engaged in any corrupt or fraudulent practices in competing for, or in executing, a Tumul / Government-financed contract. Furthermore, Tenderers shall be subject to the provision stated in sub-clause 4.4 and sub-clause 23.1 of the General Conditions of Contract.

### **31 OTHER CONDITIONS OF CONTRACT**

- a) The Contractor shall maintain each Road Milk Tankers in neat and hygienic condition and fit enough to ply.
- b) The Contractor shall **submit the bills on monthly basis** along with the log sheets and the actual kilometer run reading indicating other necessary details like fast tag details, duly signed by receiving Dairy Officials. The bills shall be submitted on the letter head of the contractor as mentioned in the work order issued by the Union. On verifying the said claims of the Contractor the payment will be released after deducting statutory recoveries if any as per the provisions of the laws.

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- c) The Contractor shall operate the Road Milk Tankers in the routes both for upcountry and local on stipulated days as specified by the Hirer, which shall include Sundays, and general holidays. Failure to operate the Road Milk Tankers on stipulated days as specified by the Hirer will attract a penalty of **Rs.200/-** per hour shall be levied on the Contractor for delayed hours, if any, over & above the scheduled time. However, a grace duration time of 4 hours per trip shall be allowed subject to the quality of milk found to be good. The Contractor shall further ensure that the Road Milk Tankers runs in all the points indicated in the route without any lapse / relaxation.
- d) The Contractor shall provide requisite number of drivers and cleaners for each trip. But the Contractor shall pay the salary and other benefits. Under no circumstances the driver and cleaner can be considered as TMU employee and claim benefits as TMU employee. The Contractor shall ensure that its Driver(s) are fit and eligible to drive and comply with appropriate Statutory norms such as in possession of appropriate valid driving license etc. Contractor shall comply with all requisite Statutory norms such as ESI, PF, Insurances etc., with respect to its Driver(s), Cleaner(s) etc.
- e) **The increase/decrease in the HSD prices by GOI shall be applicable on the basis of mileage of 3.25 & 3.00 kms per litre of diesel for 19,000 & 24,000 Kgs. capacity Tankers respectively and such increase/decrease will come into effect from the date of such notification. The basis for such calculation will be on 3.25 & 3.00 kms per litre of diesel for 19,000& 24,000 Kgs Capacity Tankers respectively**
- f) The contract can be terminated with one month's advance notice; in case services are not satisfactory

**32.0 The Contractor shall procure/renew all license/certificate from the respective authorities as per the prevailing acts and in case of default the Contractor shall solely be responsible for the consequence.**

32.1 During the period of contract the Contractor is not eligible for any payment for such period of non-operation of the Road Milk Tankers.

32.2 **Operation of the Road Milk Tankers:** - TMU will provide the details / location of the places to be covered by the said Road Milk Tankers. The Contractor shall strictly comply and run the Road Milk Tankers as per the schedule of the routes given. The Road Milk Tankers shall run in District Milk Unions in Karnataka, Inter union & the States of Kerala, Andhra Pradesh, Telangana, Maharastra, Delhi, Tamilnadu, Pondicherry and Goa as decided by TMU. However the payment shall be made only for the trip made on such occasions on kilometer basis for Transportation outside the state.

## SECTION II: GENERAL CONDITIONS OF CONTRACT

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## **SECTION II – GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

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

- a) “The Contract” means the agreement entered into between the Hirer and the Contractor, as recorded in the Contract Form duly signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- b) “The Contract Rate” means the rate payable to the Contractor under the Contract for full and proper performance, without any exception(s), of its contractual obligations;
- c) “The Road Milk Tankers” means all the equipment, machinery, and/or other Tankers, which the Contractor is required to provide to the Hirer under the Contract;
- d) “Services” means services ancillary to provide the Road Milk Tankers, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Contractor covered under the Contract;
- e) “GCC” mean the General Conditions of Contract contained in this section.
- f) “SCC” mean the Special Conditions of Contract
- g) “The Hirer” means the organization hiring the Road Milk Tankers, as name in SCC.
- h) “The Hirer’s country” is the country named in SCC.
- i) “The Contractor” means the individual or firm providing the Road Milk Tankers 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.

1.2 **“Day” means calendar day.**

### **2.0 Application:**

2.1 These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

### **3.0 Standards:**

3.1 The Road Milk Tankers provided under this Contract shall conform to the standards mentioned in the Technical Specifications, and in case where no such applicable standard is mentioned, it shall comply with the authoritative standard(s) appropriate to the ‘Road Milk Tankers’ country of origin and such standards shall be the latest issued by the concerned institution. In case the Road Milk Tanker is procured from abroad, the minimum standards that such Tanker shall meet shall be the standards prescribed in Tender document or the country of its Origin, whichever is higher. Contractors are encouraged to procure ‘Make in India’ equipment/ Vehicles that meet requisite standards; preference shall be accorded to the same.

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**4.0 Uses of Contract Documents and Information; Inspection and Audit by the Government:**

- 4.1** The Contractor shall not, without the Hirer's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Hirer in connection therewith, to any person other than the authorized person employed by the Contractor in performance of the Contract. Disclosure to any such information by any such authorized person/ employed person shall be made in total confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2** The Contractor shall not, without the Hirer's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.
- 4.3** Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Hirer and shall be returned by the Contractor (in all copies) to the Hirer, promptly on completion of the Contractor's performance under the Contract and as intimated by the Hirer.
- 4.4** The Contractor shall permit the Government to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Government, if so required by the Government.
- 4.5** The Contractor shall not, without the Hirer's prior written consent given at least **30 days in advance**, terminate or withdraw from the contract. If the Contractor fails to provide such notice or obtain prior written consent from the **Managing Director, TMU**, a penalty equivalent to **50% of the Security Deposit** shall be levied.

**5.0 Patent Rights:**

- 5.1** The Contractor shall indemnify the Hirer against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Road Milk Tankers or any part thereof in India.

**6.0 Performance Security:**

- 6.1** Immediately on receipt of the notification of contract award, the Contractor shall furnish Performance Security **IN THE FORM OF CASH OR 50% IN THE FORM OF CASH AND REMAINING IN THE FORM OF FIXED DEPOSIT/ BANK GUARANTEE** to the Hirer for an amount for each tanker valid up to the period of contract including extension period as mentioned/ intimated by Hirer, including extension period as detailed below.

Alternatively the Contractors shall ensure Security Deposit in the form of Cash as per the details indicated below:

<b>SL. NO</b>	<b>Capacity</b>	<b>SECURITY DEPOSIT IN THE FORM OF CASH OR (50% BG/FD &amp; 50% CASH) (Rs. in lakhs)</b>
1	ONE TANKER	08.00
2	TWO TO FIVE TANKERS	10.00
3	SIX AND ABOVE TANKERS	12.00

In case of any loss resulting from the Contractor's failure to complete its obligations or comply with any conditions under the Contract, the same shall be recovered by the Hirer from such Security deposit including any interest accrued out of the same.

- 6.2** The proceeds of the performance security shall be payable to the Hirer as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract. If the cost of such Loss/damage exceeds the amount of Security deposit including any interest accrued, then such additional

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- amount shall be paid immediately by the Contractor to the Hirer, immediately on such notice issued by the Hirer.
- 6.3 If the Contractor chooses to deposit cash as a Security Deposit, the full amount shall be deposited immediately upon receipt of the contract award. Monthly deposits or deposit in Installment(s) or EMD adjustments shall strictly not be allowed.
- 6.4 The tenderer shall provide the bank guarantee details, including the beneficiary account number provided by TUMUL. The first party to the bank guarantee shall be the issuing bank, and the second party shall be the Managing Director, Tumkur Milk Union. The Bank Guarantee shall be in prescribed form. In the absence of a prescribed form, the form of Bank Guarantee shall be got approved from Hirer by Contractor, before proceeding to procure such Bank Guarantee from Bank. The Bank Guarantee shall from a Nationalized or Scheduled Bank.
- 6.5 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
- i) A Bank Guarantee issued by a Nationalized/Scheduled bank in the form provided in the Tender documents or another form acceptable to the Hirer;
- 6.6 The Performance Security shall be discharged by the Hirer and returned to the Contractor not later than 60 days following the date of completion of the Contractor's performance obligations, including any Extension period under the Contract.**
- 6.7 In the event of any contract amendment, the Contractor shall, within 20 days of receipt of such amendment, furnish Performance Security equivalent to such amendment, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including extension period.

## **7.0 Inspections and Tests:**

- 7.1 The Hirer or its representative shall have the right to inspect and/or to test the Road Milk Tankers to confirm their conformity to the Contract specifications at no extra cost to the Hirer. SCC and the Technical Specifications shall specify what inspections and tests the Hirer requires and where they are to be conducted. The Hirer shall notify the Contractor in writing in a timely manner of identification of any representatives retained for these purposes. ( Inspection as per KMF Guidelines for milk transportation shall include vehicle model, chassis number, no of compartments, diesel tank position, Extra compartment in diesel tank, SS cladding, Material of milk tank (**SS 304**), thickness of Insulation, strict compliance to requisite hygiene standards, GPRS status, painting with **Nandini** Logo, vehicle number display, valve condition, Fool-proof Locking system of Manhole lid and other requisite specifications)
- 7.2 The inspections and tests may be conducted on the premises of the Contractor or its sub-Contractor(s), at point of delivery and/or at the Road Milk Tankers final destination. If conducted on the premises of the Contractor or its subcontractor(s), all reasonable facilities and assistance, including access to the Tanker, drawings and production data shall be furnished to the inspectors at no charge to the Hirer.
- 7.3 shall any inspected or tested Road Milk Tankers fail to conform to the specifications, the Hirer may reject the Road Milk Tankers and the Contractor shall either replace the rejected Road Milk Tankers or make alterations necessary to meet the specification requirements free of cost to the Hirer.

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- 7.4 The Hirer's right to inspect, test and, where necessary, reject the Road Milk Tankers after the Road Milk Tankers arrival at Project Site / unloading site/ destination shall in no way be limited or waived by reason of the Road Milk Tanker having previously been inspected, tested and passed by the Hirer or its representative prior to the Road Milk Tankers shipment.
- 7.5 Nothing in GCC Clause 7 shall in any way release the Contractor from any warranty or other obligations under this Contract.

**8.0 Manuals and Drawings: NOT APPLICABLE**

- 8.1 Before the Road Milk Tanker are taken over by the Hirer, the Contractor shall provide operation and maintenance manuals together with drawings of the Road Milk Tanker. These shall be in such detail as will enable the Hirer to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications – **NOT APPLICABLE.**
- 8.2 The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract – **NOT APPLICABLE**
- 8.3 Unless and otherwise agreed, the Road Milk Tanker shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been provided to the Hirer- **NOT APPLICABLE.**

**9.0 Packing – NOT APPLICABLE**

**10.0 Delivery and Documents:**

- 10.1 Delivery of the Road Milk Tankers shall be made by the Contractor in accordance with the terms specified by the Hirer in the Notification of Award. The details of shipping and/or other documents to be furnished by the Contractor are specified in SCC.

**11.0 Insurance:**

- 11.1 **The Road Milk Tankers provided under the contract shall be fully insured in Indian Rupees against (RSMD Clause) loss or damage incidental to manufacture or acquisition, transportation, storage and delivery including Third Party Insurance/ Damage(s).**

**12.0 Transportation – NOT APPLICABLE**

**13.0 Incidental Services: NOT APPLICABLE**

- 13.1 The Contractor may be required to provide any or all of the following services, including additional services, if any. Specified in SCC:
- a) Performance or supervision of the on-site assembly and/or start-up of the provided Road Milk Tankers;
  - b) Furnishing of tools required for assembly and/or maintenance of the provided Road Milk Tankers;
  - c) Furnishing of detailed operations and maintenance manual for each appropriate unit of provided Road Milk Tanker.
  - d) Performance or supervision or maintenance and/or repair of the provided Road Milk Tankers, for a period of time agreed by the parties, provided that this service shall not relieve the Contractor of any warranty obligations under this Contract;
  - e) Training of the Hirer's personnel, at the Contractor's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the provided Road Milk Tankers.

**14.0 Spare Parts: NOT APPLICABLE**

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The Contractor shall ensure that it has sufficient ready stock of all requisite inventories / consumables / spares for the Road Milk Tankers, such as gaskets, plugs, washers, belts etc. Contractor shall ensure that all other spare parts and components that may be required are promptly procured without any delay; Contractor shall make such arrangements with its vendors/ spares providers. In the rare case as may be specifically approved by Hirer, such spare may be procured as immediately as possible but in any case not later than 3 (Three) months of anticipation of such requirement.

#### **15.0 Warranty: NOT APPLICABLE**

- 15.1** The Contractor warrants that the Road Milk Tankers provided under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and Tankers unless provided otherwise in the Contract. The Contractor further warrants that all Road Milk Tankers provided under this Contract shall have no defect arising from design, Tankers or workmanship (except when the design and/or Tanker is required by the Hirer's Specifications) or from any act or omission of the Contractor, that may develop under normal use of the provided Road Milk Tankers in the conditions prevailing in the country of final destination. **NOT APPLICABLE**
- 15.2** This warranty shall remain valid for ..... hours of operation or 24 months after the Road Milk Tankers or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract. The Contractor shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Contractor, these guarantees are not attained in whole or in part, the Contractor shall at its discretion either: **NOT APPLICABLE**
- a) Make such changes, modifications, and/or additions to the Road Milk Tankers or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC Clause 2; **NOT APPLICABLE**
  - b) Pay liquidated damages to the Hirer with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be as specified in the Technical Specifications. **NOT APPLICABLE**
- 15.3** The Hirer shall promptly notify the Contractor in writing of any claims arising under this warranty. **NOT APPLICABLE**
- 15.4** Upon receipt of such notice, the Contractor shall, within the period of 7 days and with all reasonable speed, repair or replace the defective Road Milk Tankers or parts thereof, free of cost at the ultimate destination. The Contractor shall take over the replaced parts/ Road Milk Tankers at the time of their replacement. No claim whatsoever shall lie on the Hirer for the replaced parts/ Road Milk Tankers thereafter. In the event of any correction of defects or replacement of defective Tanker during the Warranty period, the Warranty for the corrected or replaced Tanker shall be extended to a further period of 12 months. **NOT APPLICABLE**
- 15.5** If the Contractor, having been notified, fails to remedy the defect(s) within. days, the Hirer may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Hirer may have against the Contractor under the Contract. **NOT APPLICABLE**

#### **16.0 Payment:**

- 16.1** The method and conditions of payment to be made to the Contractor under this Contract shall be specified in the SCC.
- 16.2** The Contractor's request(s) for payment shall be made to the Hirer in writing, accompanied by an invoice describing accurately the details such as the Road Milk

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Tankers delivered and the Services performed and by documents, submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the contract.

- 16.3** Payments shall be made promptly by the Hirer but in no case later than Fifteen (15) days after submission of duly correct invoice or claim by the Contractor.
- 16.4** Payment shall be made in Indian Rupees Only directly to the Bank Account of the Contractor. Such Bank account shall be in a Nationalized or Scheduled Bank within India. The Bank charges payable for such Bank Transfer, if any, shall be borne by the Contractor.

**17.0 Rates:**

- 17.1** Rates payable to the Contractor as stated in the contract shall be firm during the performance of the contract and no variation for whatsoever reason shall be permitted.
- 17.2** The contract rate means the finalized rate, payable to the Contractor / Contractor under the contract upon full/ complete & proper performance of the contractual obligations.
- 17.3** The contract rate shall remain firm for the period of contract unless there is revision in Diesel price by Government of India.
- 17.4** **THE CONTRACTOR SHALL QUOTE THE RATE PER KM EXCLUDING TOLL CHARGES WITHIN AND OUTSIDE THE STATE.**
- 17.5** **Increase/decrease in rate shall not be allowed during the contract period except revision in diesel prices by Government of India.**

**18.0 Change Orders:**

- 18.1** The Hirer may at any time, through written order issued to the Contractor pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
- a) Drawings, designs, or specifications, where Road Milk Tanker to be furnished under the Contract are to be specifically manufactured for the Hirer;
  - b) The method of display / sale
  - c) The places to be covered
  - d) The Services to be provided by the Contractor.

**19.0 Contract Amendments:**

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 parties.

**20.0 Assignment:**

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

**21.0 Sub Contracts –NOT ADMISSIBLE**

**22.0 Delays in the Contractor's Performance:**

- 22.1** Performance of the Services shall be made by the Contractor in accordance with the time schedule specified by the Hirer in the Schedule of Requirements.
- 22.2** If at any time during performance of the Contract, the Contractor or its sub-contract(s) shall encounter conditions impeding timely delivery of the Road Milk Tankers and performance of Services, the Contractor shall promptly notify the Hirer in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the Hirer shall evaluate the situation and may, at its discretion, extend the Contractor's time for performance

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with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

- 22.3** Except as provided under GCC Clause 24, a delay by the Contractor in the performance of its provide obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

**23.0 Liquidated Damages:**

- 23.1** Subject to GCC Clause 24, if the Contractor fails to perform the Services within the period(s) specified in the Contract, the Hirer shall, without prejudice to its other remedies under the Contract, deduct from the Contract Rate or any amount payable to contractor or that become due to Contractor, as liquidated damages, a sum equivalent to 0.5% of the rate of the unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Rate. Once the maximum is reached, the Hirer may consider termination of the Contract pursuant to relevant Clause(s) in contractor, including GCC Clause 23.

**24.0 Termination for Default:**

- 24.1** The Hirer may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the Contract in whole or part:
- a) If the Contractor fails to provide any or all of the Road Milk Tankers within the period(s) specified in the Contract, or within any extension thereof granted by the Hirer pursuant to GCC Clause 21; or
  - b) If the Contractor fails to perform any other obligation(s) under the Contract.
  - c) If the Contractor, in the judgment of the Hirer has engaged in corrupt or fraudulent practices in competing for an in executing the Contract.
  - d) Or for any reason that the Hirer deems necessary in the interest of its Business.

For the purpose of this Clause:

**“Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

**“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid rates at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition. It also includes intimidation or inappropriate / unprofessional behavior or demeanor.

- 25.0** In the event the Hirer terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Hirer may procure, upon such terms and in such manner as it deems appropriate, Road Milk Tankers or Services similar to those undelivered, and the Contractor shall be liable to the Hirer for any excess costs for such similar or Services. However, the Contractor shall continue its performance of the Contract to the extent not terminated.

**26.0 Force Majeure:**

- 26.1** Notwithstanding the provisions of GCC Clause 21, 22, 23, the Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination

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- for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 26.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Hirer either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, pandemic, quarantine restrictions and freight embargoes.
- 26.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Hirer in writing of such conditions and the cause thereof. Unless otherwise directed by the Hirer in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**27.0 Termination for Insolvency:**

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

**28.0 Termination for Convenience:**

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

**29.0 PROHIBITED DEALINGS WITH ENEMY STATE(S):**

- 29.1 The Contractor shall not, directly or indirectly, engage in any commercial, financial, or business transactions, including procurement of goods or services, with any country, entity, or individual that is declared an enemy of India by the government of India or any relevant competent authority. This prohibition extends to any subsidiaries, affiliates, or agents acting on behalf of the Contractor.
- 29.2 The Contractor further warrants that it is not presently, and shall not during the term of this Agreement, be engaged in any such dealings or relationships. A breach of this clause shall constitute a material breach of this Contract and shall entitle the Hirer to immediately terminate the Contractor without further liability or obligation, whatsoever.
- 29.3 The Contractor agrees to indemnify and hold harmless the Hirer from any loss, damage, claim, or liability arising from a breach of this clause.

**30.0 Settlement of Disputes: NOT APPLICABLE**

- 30.1 The Hirer and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 30.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Hirer or the Contractor may give notice to the other part of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 30.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after provision of the Road Milk Tankers under the Contract.

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- 30.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 30.5 Notwithstanding any reference to arbitration herein.
- 30.6 Arbitration shall be conducted by a Sole arbitration mutually acceptable to Hirer and Contractor.
- 30.7 Seat of arbitration shall be Bengaluru or Tumkuru and language of arbitration shall be English.
- 30.8 Only Institutional Arbitration shall be resorted to.
- 30.9 Jurisdiction shall be limited to Bengaluru / Tumkuru Courts/ recognized Arbitration Centers/ Authorized/recognized dispute resolution board(s).
- (a) The parties shall continue to perform their respective obligations under the Contract unless otherwise agrees; and

**31.0 Limitation of Liability:**

- 31.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 5,
- (a) The Contractor shall not be liable to the Hirer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Hirer; and
- (b) The aggregate liability of the Contractor to the Hirer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**32.0 Governing Language:**

- 32.1 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.

**33.0 Applicable Law:** The Contract shall be interpreted in accordance with the laws of India.

**34.0 Notices**

- 34.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or to authorized E-Mail or authorized Mobile Phone number and immediately and promptly confirmed in writing to the other Party's address as specified in SCC.
- 34.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**35.0 Taxes and Duties**

- 35.1 Contractors shall be entirely responsible for all taxes, duties, license fees, road permits, insurance etc., during the period of contract.**

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## SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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## **SECTION IV: SPECIAL CONDITIONS OF CONTRACT**

The following Special Conditions of Contract shall be read in conjunction to and 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.

### **1.0 Definitions:** (GCC Clause 1)

- (a) The Hirer is.....
- (b) The Contractor is.....

### **2.0 Inspection and Tests:**(GCC Clause 7)

The Hirer requires the following inspection procedures and tests:

### **3.0 Delivery and Documents** (GCC Clause 9)      **NOT APPLICABLE**

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

- (i) Four Copies of the Contractor invoice showing contract number, Road Milk Tankers description, quantity, unit rate, total amount;
- (ii) Receipt/acknowledgement of receipt of Road Milk Tankers from the consignee(s);
- (iii) Four Copies of packing list identifying the contents of each package;
- (iv) Insurance certificate;
- (v) Owner's/Contractor's warranty certificate;
- (vi) Inspection certificate issued by the nominated inspection agency, and the Contractor's factory inspection report; and

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

### **4.0 Incidental Services:** (GCC Clause 12) **NOT APPLICABLE**

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

### **5.0 Payment** (GCC Clause 15) **NOT APPLICABLE**

On delivery & acceptance of Road Milk Tankers 100% of the contract rate shall be paid on receipt of Road Milk Tankers upon submission of the documents specified in SCC Clause 3 above within 30 days after the date of acceptance certificate issued by the Hirer's representative for the respective delivery. NOT APPLICABLE

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- Note:**(i) where payments are to be effected through Letter of Credit (LC), the same shall be subject to the latest Uniform Customs and Practice for Documentary Credit, of the International Chamber of Commerce
- (ii) The LC will be confirmed at Contractor's cost if requested specifically by the Contractor
- (iii) If LC is required to be extended / reinstated for reasons not attributable to the Hirer, charges thereof shall be to the Contractor's account.

**6.0 Settlement of Disputes** (Clause 27) – **NOT APPLICABLE**

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

- a) In case of dispute or difference arising between the Hirer and a domestic Contractor 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 provided to each of the Parties.
- b) Arbitration proceedings shall be held at Bangalore city of 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.

**7.0 Notices**(Clause 31)

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

Hirer: .....

.....

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

.....

**8.0 Progress Report:**

Contractor shall regularly submit progress report, in writing, to the Hirer 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/Hirer 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).

**9.0 Right to use defective equipment: NOT APPLICABLE**

**10.0 Contractors Integrity:**

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The Contractor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the contract duly ensuring high levels of Integrity, Ethics and professionalism.

#### **11.0 Contractor's Obligations:**

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

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

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

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

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

### **OTHER CONDITIONS OF CONTRACT TO MEET SPECIFIC REQUIREMENT OF TUMKUR MILK UNION**

#### **1.0. VALIDITY OF CONTRACT**

- 1.1 This contract shall be valid for a period of 2 (Two) years from the date of commencement of the contract.
- 1.2 The Tumkur Milk Union reserves the right to extend the contract period which shall be for a further period up to 90 days from the date of expiry.

#### **2.0 PERFORMANCE**

- 2.1 It shall be the responsibility of the Contractor or his representative to deliver milk in good condition, fit for human consumption, and obtain due acknowledgement.
- 2.2 If the Contractor fails to provide such number of road milk tankers as once agreed specifically in this behalf within the prescribed period for such delivery or at any time repudiates the contract before the expiry of such period, the Tumkur Milk Union may:
  - a) Recover from the Contractor liquidated damages if the Contractor has failed to provide the road milk tankers and / or.
  - b) Arrange from elsewhere the required tankers without notice to the Contractor on the Contractor's account and solely at the risk and cost of the Contractor and / or.
  - c) Cancel the contract fully or a portion thereof and forfeit or adjust the security deposit in whole or to the extent necessary and / or.

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- d) Recover from the Contractor the extra cost if any, incurred by Tumkur Milk Union in procuring the road milk tankers from other sources.

**2.3.0** The Contractor's tanker/s shall not carry any passengers other than the driver and the cleaner or representative (s) of the Tumkur Milk Union in each tanker while carrying the milk.

**2.3.1** **The Contractor or the manpower deployed by the Contractor shall not do or cause to be done anything which would be detrimental or prejudicial to the interest of Tumkur Milk Union concerned. Any act of misconduct that would be detrimental or prejudicial to the interests of Tumkur Milk Union by the said Contractor or manpower deployed on behalf of the Contractor shall make the contract null and void besides levy of suitable penalty with disciplinary action at the discretion of the Hirer.**

**2.3.2** The Contractor shall act with great care & caution in the discharge of the contractual terms and obligations herein contained.

**2.3.3** The bidder shall bid by his/her name or registered firm name and the uploaded tender document along with respective vehicle RC copy (copies in case of more than one Tanker) and other related documents shall be in name of bidder/firm/Tenderer name respectively.

**2.4** **The Contractor shall provide the list of vehicles with R.C. No & other details and shall deploy the same vehicles for transportation of milk.**

### **3.0 THE DETAILS OF WORKS**

**3.1** The Contractor shall adhere to the time schedule fixed by *the Tumkur Milk Union as per their directions from time to time* on the basis of distances and conditions of the roads. The schedule shall be prepared by the mutual consent within fortnight from the receipt of tankers.

**3.2** **The Temperature difference shall not exceed more than 2°C (Between Dispatch and Acknowledged Delivery)**

**3.3** The normal running speed of the deployed tankers **shall not be less than 30 kms per Hour.**

**3.4** (a) It shall be the responsibility of Tumkur Milk Union to fix up and inform the Contractor about the distance between the two Points within 15 days of commencement of route. The payment of the transport bills of the Contractor shall not be delayed on the grounds of not fixing the distance between the two points **enroute**.

(a) **It shall be the responsibility of Tumkur Milk Union to fix the distance between two points. Tumkur Milk Union can unilaterally change the distance between two points (in case of any route deviation) and payments will be made according to new distance fixed up.**

(b) **If milk is transported from more than one chilling center with in 24 hrs., payment shall be made only on km basis.**

**3.5** The Contractor shall be prepared to run the tankers anywhere in the following States as and when requested by the Tumkur Milk Union:

***Maharashtra, Delhi, Kerala, Andhra Pradesh, Telangana, Tamilnadu, Pondicherry and Goa and Dairies/ Units and Unions within Karnataka.***

**3.6** ***Tumkur Milk Union obtains tankers from allotted contractors only based on the requirement/preferences.***

**3.7** The Contractor shall arrange for proper supervision for cleaning of tankers and see that valves, gaskets, etc., of the outlets are good, **intact and fit for purpose**. Any excuses /

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claims from the Contractor for missing of valves, gaskets etc or any part thereof after the exit from the Co-Packing Unit/ Main Dairy/Chilling Centers, shall not be entertained by the Hirer.

- 3.8 The time schedule fixed by the Tumkur Milk Union shall be adhered to strictly by the contractor. The tankers, immediately after loading / unloading, shall be given dispatch challan or proper acknowledgement and the tankers shall start the journey right away without delay and complete the same within the time schedule stipulated thereof by the Tumkur Milk Union. The calculation of running schedule shall be based on the departure / arrival at the respective security gates of the concerned Mumbai Co-Packing Unit/ Main Dairy/Chilling Centers. The drivers or the representatives of the Contractor shall collect the dispatch challans or acknowledgements immediately after loading / cleaning at the respective Co-Packing Unit/ Main Dairy/Chilling Centers and to reach the destination without any delay. If fail to reach on time proper penalty will be levied.**
- 3.9** The tankers supplied by the Contractor shall have valid intra- and interstate permits. They shall also have a two-point loading permit within the state of Karnataka. Failure to provide the required documentation for the two-point loading permit in Karnataka will result in the withholding of the milk tanker for transportation. The Contractor shall submit the correct and complete documentation promptly to resolve this issue. All vehicles shall be covered by a valid comprehensive insurance policy, possess up-to-date tax receipts, and the drivers shall hold a valid driving license for operating tankers. The Driver(s) shall be in sound mental and physical health to drive/operate the Tanker(s).

#### **4.0 WEIGHMENTS**

- 4.1** The Contractor shall ensure that the tankers loaded with Milk are properly sealed before leaving the **Main Dairy/Chilling Centers**.
- 4.2** If at the receiving **Main Dairy/Chilling Centers**, if there is any notice and/or any tampering of seals on the tankers, shortage of Fat / SNF and quantity etc., is detected, the Hirer shall recover the same from Contractor at the rate of the selling price of Milk and the value of the shortage shall be deducted from the bills payable or any amount that may become due to the Contractor. Hirer reserves the right to initiate any additional legal proceedings against the Contractor in case of any breach.

#### **5.0 PAYMENTS**

- 5.1** The hire charges shall be calculated from the commencement date and time of receipt of the tankers at the Dairy where the tanker(s) is/are required.
- 5.2** The Contractor shall raise monthly bills in triplicate towards the hire charges and the Tumkur Milk Union concerned shall pay within fifteen days from the date of receipt of such duly Correct Invoice/ bills. **The Contractors will be eligible for payment of hire charges for minimum of 45,000 kms per year depending upon tanker (i.e. 3750 km in a month on yearly average basis). Further, in case the Tankers are utilized for lifting milk on return trip, a lumpsum charge of Rs. 2,000-00 (Rupees Two Thousand only) per trip is applicable for 19,000 kg capacity and Rs.2250-00 (Rupees Two thousand Two hundred Fifty only) per trip is applicable for 24,000 kg capacity RMT's.**
- 5.3** If the tankers are utilized for transporting water from Tumkur milk union Mallasandra Tumkur to CC's Or CC's to Tumkur milk union Mallasandra, a lumpsum charge of Rs. 2,250-00 per trip is applicable for 19,000 kg capacity and Rs.2,500-00 per trip is applicable for 24,000 kg capacity Tankers.

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5.4 The transportation bills submitted by the Contractor shall be certified by the dispatching Tumkur Dairy/ chilling centers, only after receipt confirmation at the receiving Dairies/Unions/Units/Mumbai Co-Packing Units, with proper acknowledgements on the delivery challan. The dispatching Tumkur Dairy/Chilling Centers need not send bill to the receiving Dairies/Unions/Units/ Mumbai Co-Packing Units for certification.

**5.5 The contract rate mean the finalized rate, payable to the Contractor for contract and also for full and proper performance of the contractual obligations. The Pro-rata charge shall apply for excess milk carried over and above the specified capacities i.e. 20% to 19,000 KG (12 Wheel Vehicles) and up to 20% to 24,000 KG (14 Wheel Vehicles). Pro-rata charge varies from Vehicle to vehicle based on tare/ Empty Weight. Net milk weight will be considered and subject to amendment there to.**

#### **6.0 TAX / TDS**

6.1 As per notification No.33/2004 dated 3-12-2004 no Service tax is applicable on Transportation of Fruits, Vegetables or **Milk** by road in a goods carriage, w.e.f.01-01-2005 And no service tax on Fresh milk and Pasteurized milk, including separated milk, milk and cream, not concentrated nor containing added sugar or other sweetening matter, excluding Ultra High Temperature (UHT) milk [0401][As per discussions in the GST Council Meeting held on 18th May, 2017]

6.2 The bidders shall submit 02 years IT returns along with acknowledgement number and PAN details, TDS declaration shall be submitted by means of a Declaration to the Hirer on E-Stamp paper (The first party will be the contractor and second party will be the Managing director Tumkur milk union).

#### **7.0 GENERAL CONDITIONS:**

7.1 The Contractor shall issue an identity Card/ Badges duly signed by him to his Staff/ Employees/ manpower (drivers/cleaners) along with their clear photograph and such manpower shall only be permitted entry in to the Dairies/Unions/Units/Mumbai Co-Packing Unit in which case a self-attested Xerox copy of the driving license and Aadhar Card shall be produced at the entrance.

7.2 Tankers that are under agreement with both RMT/BMC in Other unions and have been blacklisted or found to have unsatisfactory services shall not be allowed to participate in RMT tender. In case any blacklisted or unfit vehicles are found, such Contractor/Tenderer shall immediately be suspended and due proceedings initiated including barring it from participating in any manner in future with TUMUL or its subsidiaries..

7.3 **Ownership and tender documents shall be in Unique name; if we found any deviations, TUMUL have rights to terminate the tenderer.**

7.4 **In case of any damage, the damaged tanker shall**

7.5 **be repaired and replaced within 30 days failing which the MD TUMUL reserves the right to terminate the contract with immediate effect, without any explanation and at the risk and cost of the Contractor.**

7.6 **The total tanker capacity includes sum total of capacities of all compartments in the respective Tanker; Contractor shall not be allowed to deviate from Tanker capacity as mentioned in Tender document.**

7.7 **The Tankers shall be deployed at required places as decided by TMU.**

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- 7.8 The Contractor shall provide Road Milk Tankers of prescribed capacity as per the tender specifications/Conditions provided by TMU.
- 7.9 The authorized Driver, cleaner/ staff of Contractor shall carry and display ID card at all times during service to TUML. Driver shall always be in possession of valid Driving Licence (DL). Authorized representative of Contractor shall communicate with Hirer about the day and day activities.
- 7.10 **The Contractor shall deploy the tankers provided with stainless steel external body or external body painted with white colour so as to enable Tumkur Milk Union A unit of KMF to paint "NANDINI" logo on all sides.**
- 7.11 **The Contractor shall paint the tanker body properly for decent up keep of the NANDINI tankers and maintain the overall look of the vehicle in proper condition before offering the vehicles for the present contract and also at periodic intervals during the contract period.**
- 7.12 **The delays due to checking by the RTOs, Police etc, shall be at the cost of the Contractor.**
- 7.13 **It shall be indicated in the R.C Book that the vehicle is milk Tanker.**
- 7.14 The Contractor shall be held responsible to make good the value of any loss resulting in any damage to the Tankers and buildings of KMF / Dairies/Unions/Units/Mumbai Co-Packing Unit.
- 7.15 Complete loss to the vehicles, if any, occurred due to breakdown / accident shall be at the cost of the Contractor.
- 7.15 The Contractor shall not subject or transfer or assign the rights herein granted. And the tender contract shall not be transferred with the sale of tendered vehicle
- 7.16 If in the interest of Tumkur Milk Union, the terms and conditions are altered, amended or revised the new terms and conditions added from time to time by mutual consent in writing even after the contract is awarded shall be binding on the Contractor.
- 7.17 The tankers hired by Tumkur Milk Union shall be subject to check by the security staff of KMF / Dairies/Unions/Units/Mumbai Co-Packing Unit and any other out sourced units of TMU anywhere on routes from the time of loading of tankers at the Dairy until the empty tankers are returned to the Dairy.
- 7.18 The Tumkur Dairy/Chilling Centers shall provide a copy of the challan containing the dispatch details for the use of the Contractor.
- 7.19 The arrival and departure timing shall be recorded in the form of continuous hour basis i.e., from 00.00 hours to 24.00 hours. Writing timing on 12 hours basis using a.m / p.m shall be avoided.
- 7.20 **The rates quoted by the Contractor shall be inclusive of Transit Insurance (Shall include RSMD Clause) charges for milk.** In case of any damage / loss of milk in transit, the Contractor shall, from his/her End, claim the transit insurance directly with the Insurance Co. from whom the Contractor has obtained the Insurance policy and the Tumkur Milk Union will not be responsible for the losses incurred if any thereof by the contractor.
- 7.21 **The Contractor shall not stop the tanker abruptly and in case, it is stopped, prior written permission shall be taken from the Managing Director at least 30 days in advance. If failure result in the forfeiture of 50% of the security deposit and remaining transportation bill.**

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- 7.22 The driver shall obtain in & out seal from the security at both loading / unloading Dairies & Chilling Centers.
- 7.23 Tankers shall not be stopped for want of repairs, road permits, non- availability of drivers, etc.
- 7.24 If any employee/ representative of the Contractor is found, pilfering, adulterating and or destroying the milk and other items entrusted to the Contractor during the transportation or during loading and un-loading operations at the premises of the Union / CCs and or in transit, the Contractor shall be solely responsible for the loss and the Contractor shall make good all such losses incurred by the Union, immediately. Further, **in case of dishonesty the losses in the entire contract period shall be assessed and recovered at twice the rates from the Contractor besides taking legal action and the Contractor shall be blacklisted.**
- 7.25 The Contractor / Firm shall comply with the provisions of the payment of Wages Act, 1936. Minimum wages act 1948, the employee's liability Act, 1923, Industrial Dispute Act, 1947. Workmen's compensation Act, 1923 (VIII of 1923) and other statutory obligations prevailing from time to time.
- 7.26 The Contractor/ Firm shall pay PF /ESI/Medical Expenses as per rules lay down in the respective Acts.
- 7.27 **The Road Milk Tankers offered for tender shall be of 2017 & above models preferably BS-6 for Interstate milk transportation incorporating the latest improvements in design.**
- 7.28 **Tanker with GPRS tracking is a shall (As per the requirement of TUMUL). And the GPS tracking device, service charge and other related charges for GPS has to be borne by the Contractor.**
- 7.29 **The contractors shall have Food Safety & Standards Authority of India (FSSAI) license of Tankers. AND tanker strictly adheres and maintains the GHP and GMP guidelines as per ISO and FSSAI.**
- 7.30 If the Contractor provides a vehicle of higher capacity than that prescribed by R.T.O, then the risk of any R.T.O's objection and cost of milk has to be borne by the Contractor.
- 7.31 The successful Contractor shall adhere to the guidelines / Govt. orders issued from time to time by the State Govt. as well as Central Govt. with regard to the Age / Fitness Certificate/ Regulations issued by the R.T.O, etc. with regard to the permissibility of the vehicle on Road will be binding on the Contractor.
- 7.32 Each and every vehicle participating in the tender shall have mentioned Type of Body: Milk Tanker in RC of the respective vehicle RC. Tenderer shall provide the same vehicle which is being participating in the tender, no other vehicle shall be accepted or shall be given office order.
- 7.33 It shall be indicated in the R.C Book that the vehicle is milk Tanker
- 7.34 The milk tanker shall be thoroughly cleaned and free from dust, dirt, and any other foreign materials, and shall be maintained in a hygienic condition before each milk loading. Failure to comply will result in the suspension of milk transportation services without any prior notice.
- 7.35 The tanker driver shall **not engage in any illegal activities within the dairy premises** and shall strictly adhere to **Good Hygiene Practices (GHP) and Good Manufacturing Practices (GMP)** as per the guidelines of **FSSAI, ISO, and the Quality Mark.** Failure to comply will result in the suspension of milk transportation services without any prior notice and blacklisting of Contractor.

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- 7.36 As payment is made to the tanker for both **upward and return (downward) trips**, the **Contractor or driver is strictly prohibited from carrying any unauthorized load** during the return journey. If found in such violation will result in the **Contractor being recommended for blacklisting and termination from the contract period.**
- 7.37 If the tenderer submit the fake or forged RTO related vehicle documents. It shall result in immediate termination of the contract and the contractor will be recommended for blacklisting.
- 7.38 The statutory orders/regulations/acts and other statutes changing from time to time as per Government orders shall be followed/ complied with / adopted by the contractors.

## 8.0 DISPUTES

- 8.1 In case of any dispute regarding the contract the same shall have to be sorted out between the Contractor & the Tumkur Milk Union. However, the unsolved issues could be referred to Managing Director, Tumkur Milk Union. In such cases, the decision of the Managing Director, Tumkur Milk Union shall be final and binding on both the parties.
- 8.2 All costs consequent to violation of any statutory rules by the Contractor, such as Motor Vehicle Act, Traffic Rules, Compensation payable to the Driver and third parties resulting from the accidents, shall be borne solely by the Contractor.

## 9.0 JURISDICTION

- 9.1 This agreement is subject to the jurisdiction of the Courts at Tumkur which alone shall have jurisdiction in all the matters touching the terms and conditions herein contained. All other Courts other than the Courts at Tumkur are hereby excluded by the consent of the parties by the execution of these presents.

## 10.0 FORCE MAJEURE

- 10.1 The terms and conditions, which have been agreed upon, shall be subject to the force majeure clauses. Neither the Tumkur Milk Union nor the Contractor shall be considered in default in performance of its obligations herein contained, if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion strikes, epidemics, accident, fire, wind flood, non-availability of diesel, petrol and oil, earthquakes or because of any law and order, proclamations, regulation or ordinance of any Government or any act of God and for any other cause whether of similar or dissimilar nature beyond the control of the parties affected. shall one or both the parties be prevented from fulfilling the contractual obligations by a state of force majeure, lasting continuously for a period of three months, the parties shall consult each other regarding the future implementations of the agreement.

## 11.0 FUEL PRICE REVISION

- 11.1 During the contract period, notwithstanding anything consented on rates specified for providing the tankers whenever revisions of prices are (Fuel – Diesel) made by Government, pro-rata increase/ decrease in rates shall be paid by the Tumkur Milk Union. **The basis for such calculation will be @ 3.25 and 3.00 kms per ltr. Of diesel for 19,000 & 24,000 KG capacity Tankers respectively.**
- 11.2 **Calculation of Rate/Km: The diesel price as on the “Last Date Of Uploading Of Tender “is considered as the “Basic Diesel Price For Calculation Of Rate/Km.”**

## 12.0 PENALTY

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Signature of Tenderer with Seal

No	Particulars	Penalty
1	If not submitted delivery challan/acknowledgement/any other document provided by the senders/receivers dairy.	Rs 500/ per trip
2	If the time schedule fixed by the Union is not followed (To & Fro)	Rs 1,000/ per trip
3	If the hazardous /dangerous materials are transported in the tankers.	Rs 1,000/per trip
4	The Contractor for the delayed hours, if any, over & above the scheduled time. However, a grace duration time of 4 hours per trip shall be allowed, if the quality of milk found to be good	Rs 200/ per hour
5	The quality deviations rise in Temperature and Acidity due to delay in reaching, leading to customer complaints,	Rs 10,000 / per trip
6	If the driver of the tanker is found drunk, during duty hours or misbehavior creates an untoward incident,	Rs 10,000/ incident
7	If the Contractor is found to have intentionally disconnected the GPS device( Unplugging, wire disconnection, battery disconnection, watering to device and other intentional purpose ),	Rs. 5,000/- will be imposed for each such instance
8	If the Contractor or the assigned driver refuses to accept the scheduled loading for the specified destination	Rs. 5,000/- will be imposed for each such instance

**12.3** Prior intimation shall be given by mail/letter regarding vehicle breakdown, in case tampering of seals found intentional leading to violation of RMT tender rules shall be directly recommended for forfeiting of security deposit and to be blacklisted.

**12.5** If the tanker goes out of order during transportation of milk, then the consequential losses shall be borne and made good by the Contractor to the Hirer including all losses/ costs therein. The Contractor shall be informed of this in writing.

**12.6** In case of damage of any asset(s) of Hirer by Contractor or its Tanker Driver etc., the cost of repair towards damage of such asset shall be solely borne by the Contractor.

**13.0 AGREEMENT:**

**13.1** On award of the contract, the Contractor shall execute an agreement on a **Stamp Paper Of Value Of Rs.500/-** in the prescribed format with the Tumkur Milk Union. The first party will be the contractor and second party will be the Managing director Tumkur milk union.

**14.0 TERMINATION OF AGREEMENT**

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

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**Signature of Tenderer with Seal**

## **SECTION V: SCHEDULE OF REQUIREMENTS**

(To be inserted in the Tender Documents by the Hirer, as applicable. The Schedule shall cover, as a minimum, the required items, quantities, services, delivery period(s) and earnest money deposit (EMD))

### **Part – I**

Sl. No	Destination (By shortest route through city limits)	No. of Vehicles to be Provided	Vehicle capacity		EMD Amount (INR)	Security Deposit
I	Tumkur Milk Union	Approx. 95 numbers in Total	19,000 KG (12 wheel)	24,000 KG (14 wheel)	25,000/- for each quote	Rs.08 lakh for One Tanker
						Rs.10 lakh for Two to Five Tanker
						Rs. 12 lakh for Six and Above

### **Part – II (Incidental Services) \*\***

The Hirer shall specify here the date from which the date of schedule will start. The date shall be either the date of contract award or the date of execution of contract (i.e. contract signature), from the date of opening of letter of credit, or the date of confirmation of the Letter of Credit, as appropriate. The Tender Form shall include a cross-reference to this Schedule.

The design, constructions and finish of Milk transporting tanker shall be as per IS:2492 (Ref. KMF guidelines for milk transportation)

**\*\* Specify the required Incidental services**

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**Signature of Tenderer with Seal**

## **SECTION VI: TECHNICAL SPECIFICATIONS – NOT APPLICABLE**

**Notes:** \*

1. Text of Technical specifications to be inserted in the Tender Documents by the Hirer, as applicable
2. The Specifications shall be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, Tankers, and performances of the Road Milk Tankers to be procured. Only if this is done will the objectives of economy, efficiency and fairness in procurement are realized, responsiveness of Tenders is ensured, and the subsequent task of Tender evaluation facilitated.
3. Where ever the Road Milk Tanker is covered by **Bureau of Indian Standards**, the references to the Standards shall be given.
4. Reference to brand name and catalogue number shall be avoided as far as possible; where unavoidable, they shall be followed by the words “or at least equivalent”.

Delete the Notes in the final document.304

## **SECTION VII: QUALIFICATION CRITERIA**

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

1.
  - a. The Tenderer shall be the owner with experience of testing, providing and operating the Road Milk Tankers similar to the type specified in the 'Schedule of Requirements.
  - b. The Road Milk Tankers proposed for the scope of work mentioned in this Tender **shall be of 2017 and above models, preferably BS-6 compliant, for Interstate milk transportation, incorporating the latest improvements in design.**
  - c. In case Authorized representative of Owner is handling the tender / contract process, then the owner shall furnish clear Authorization Letter, in the prescribed format carrying full signature of the Owner with official seal/company rubber stamp, duly confirming that the Authorized Representative is legally and fully authorized to correspond, interact on Owner's behalf including accepting Extension period obligation as per GCC and SCC;
  - d. **MANDATORY FOR TENDERER TO QUOTE THE RATE PER KM BOTH WITHIN AND OUTSIDE THE STATE**
  
2. The Tenderer shall furnish the information on all past Tender and satisfactory performance for both (a) and (b) above, in pro-forma under Section XII.

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**Signature of Tenderer with Seal**

**ANNEXURE – A**

**NO:TMU:PRODN:67/N/PART-16/2025-26**

**DATE: 21.04.2025**

**DATA OF FIRM**

1. Name of the firm:

<b>Address of Reg. Office</b>	<b>Phone (O)</b>	<b>Phone ®</b>	<b>E-Mail ID</b>

2. Name and Designation of Principal Officer/

Person to be contacted :

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

4. In case Partnership Firm

a) Whether it has been registered :

b) If Registered provide certified, extract From the Registrar of firm :

c) Name of all Partners :

d) Details of Partnership deed (Please enclose copy of the same) :

5. If proprietary concern name and address Of the Proprietor :

6. If Private/Public Limited Company, Please Enclose copy of Memorandum/Articles of Association :

7. Year of establishment of firm :

8. Year of commencement of commercial Business :

9. Name of the production in charge with technical Background and experience in the line :

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**Signature of Tenderer with Seal**

10. DATA - ON BIO-DATA OF CONTRACTOR:

Location / Address of The Contractor	Telephone & Mobile Nos.	E-mail ID

11. Number of Branches with their :  
Addresses, Telephone Nos etc.  
(If necessary, attach a list)
12. Bankers with full address :
13. Number of Tankers owned :  
a) Capacity: :  
b) Area we desire to serve :
14. Following particulars to be enclosed :
15. Registration No. and copy of Registration
16. State Sales Tax /VAT Registration No. :
17. Income Tax PAN certificate No. & date (Please enclose copy)

**DECLARATION**

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

Seal & Signature of the Tenderer

NB: Wherever it is not possible to write the particulars in the space provided, please attach separate sheets under the seal of your Company duly signed thereon.

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**Signature of Tenderer with Seal**

**SECTION VIII: TENDER FORM**

**NO:TMU:PRODN:67/N/PART-16/2025-26**

**DATE: 21.04.2025**

IFT No.....

TO: (Name and address of Hirer)

\_\_\_\_\_

\_\_\_\_\_

Gentlemen / Ladies,

Having carefully examined the Tender Documents including Addenda Nos..... (Insert numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide and delivery.....(Description of DECLARATION)

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

Date: .....

Seal & Signature of the Tenderer

**N.B:** Wherever it is not possible to write the particulars in the space provided, kindly attach separate sheet under the seal of your Company duly signed.

in conformity with the said Tender documents for the sum of Rupees..... (Total Tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Rates attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the Road Milk Tanker in accordance with the specifications, conditions, delivery schedule specified in the Schedule of Requirements and this Tender conditions.

We agree to abide by this Tender and conditions right through the Tender validity period (including the extension period) specified in Clause 14.1 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

---

**Signature of Tenderer with Seal**

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" and any other State Rules and TUMUL Rules in this regard.

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

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

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

(Signature)

(in the capacity of)

Duly authorized to sign Tender for and on behalf of:

---

**Signature of Tenderer with Seal**

**SECTION IX: EARNEST MONEY DEPOSIT - BANK GUARANTEE FORM-**  
**- NOT APPLICABLE**

Whereas..... (Hereinafter called "the Tenderer") has submitted its Tender dated..... (Date of submission of Tender) for provider of .....(name and/or description of the Road Milk Tankers) (hereinafter called "the Tender").

KNOW ALL PEOPLE by these presents that WE.....(name of bank) of..... (name of country), having our registered office at.....(address of bank) (hereinafter called "the Bank), are bound unto .....(name of Hirer) (hereinafter called "the Hirer") in the sum of .....for which payment well and truly to be made to the said Hirer, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this.....day of .....20.....

THE CONDITIONS of this obligation are:

1. If the Tenderer
  - (a) Withdraws its Tender during the period of Tender validity specified by the Tenderer on the Tender Form; or
  - (b) Does not accept the correction of errors in accordance with the ITT; or
2. If the Tenderer, having been notified of the acceptance of its Tender by the Hirer during the period of Tender validity:
  - (a) Fails or refuses to execute the Contract Form if required; or
  - (b) Fails or refuses to furnish the performance security, in accordance with the Instruction to Tenderers:

We undertake to pay the Hirer up to the above amount upon receipt of its first written demand, without the Hirer having to substantiate its demand, provided that in its demand the Hirer will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the Tender validity, and any demand in respect thereof shall reach the Bank not later than the above date.

(Signature of the Bank)

Name of the Tenderer

---

**Signature of Tenderer with Seal**

**SECTION X: CONTRACT FORM**

THIS AGREEMENT made the .....day of.....20..... between..... (Name of Hirer) of.....(Country of Hirer) (hereinafter called “the Hirer”) of the one part and .....(Name of Contractor) of.....(City and Country of Contractor) (hereinafter called “the Contractor”) of the other part:

WHEREAS the Hirer is desirous that certain Road Milk Tankers and ancillary service viz..... (Brief Description of Road Milk Tankers and Services) and has accepted a Tender by the Contractor for providing of those Road Milk Tankers and services in the sum of..... (Contract Rate in Words and Figures) (Hereinafter called “the Contract Rate”).

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a) The Tender Form and the Rate Schedule submitted by the Tenderer;
  - b) The Schedule of Requirements;
  - c) The Technical Specifications;
  - d) The General Conditions of Contract;
  - e) The Special Conditions of Contract;
  - f) Any written communication made by Hirer subsequent to announcement of this Tender and before award of Contract and
  - g) The Hirer’s Notification of Award
3. In consideration of the payments to be made by the Hirer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Hirer to provide the Road Milk Tankers and services and to remedy defects, if any therein, in conformity in all respects with the provisions of the Contract.
  1. The Hirer hereby covenants to pay the Contractor in consideration of the provision of the Road Milk Tankers and services and the remedying of defects therein, the Contract Rate or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

---

**Signature of Tenderer with Seal**

Sl. No	Vehicle Specifications	No. of tankers to be supplied	Rate per Kilometer excluding Toll charges (INR) Within state		Rate Per Kilometer excluding Toll charges (INR) Out Of State (Including Bombay Market Area)		Rate per Return Trip excluding Toll charges (INR)	
			19000 kg	24000 kg	19000 kg	24000 kg	19000 kg	24000 kg
1	Road Milk Tanker	As Per Clause No.9.2	19000 kg	24000 kg	19000 kg	24000 kg	19000 kg	24000 kg
							Rs.2000/-	Rs.2250/-

Brief particulars of the Road Milk Tankers and services that shall be provided by the Contractor are as under:

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 and Delivered by the

Said..... (For the Hirer)

In the presence of.....

Signed, Sealed and Delivered by the

Said.....(for the Contractor)

In the presence of.....

---

**Signature of Tenderer with Seal**

**SECTION XI: PERFORMANCE SECURITY BANK GUARANTEE FORM**

To..... (Name of Hirer)

WHEREAS.....(Name of Contractor) Hereinafter called "the Contractor" has undertaken, in pursuance of Contract No..... dated.....20..... To provide.....(Description of Road Milk Tankers and Services) hereinafter called "the Contract".

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, 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 Contractor 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:

.....  
.....

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**Signature of Tenderer with Seal**

## SECTION XII

(Please see Clause 11.2 (b) of the Instructions to Tenders)  
 Pro-forma for performance statement for the last **Two** years

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

Name of the Firm.....

Order Placed by (Full Address of Hirer)	Order No. & Date	Description & Quantity of Road Milk Tankers Ordered	Value Of Order	Date of Completion of Delivery As per Contract /Actual	Remarks Indicating Reasons for Late delay If any	Has the Road Milk Tankers been satisfactorily Functioning (Attach a Certificate from the Hirer)

Note: The satisfactory certificate attested by head of the reputed cooperative or organization will be accepted and same shall be submitted during the award of contract.

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**Signature of Tenderer with Seal**

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

IFT No.....dated

To

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dear Sir.

We.....who are established and reputable owners of.....  
(name and description of Road Milk Tankers 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 Road Milk Tankers provided by us against the  
above IFT.

No company or firm or individual other than M/s.....are authorized  
to Tender, and conclude the contract for the above Road Milk Tankers manufactured by us,  
against this specific IFT. (This Para shall be deleted in simple items where owners sell the  
product through different stockiest.)

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

Yours faithfully,

(Name)

(Name of owners)

**Note:** This letter of authority shall be on the letterhead of the owner and shall be signed, including  
official seal/company rubber stamp being affixed, by a person competent and having the power of  
attorney to legally bind the owner. It shall be included by the Tenderer in its Tender.

\* Modify this format suitably in case where owner's warranty and guarantee are not  
applicable for the items for which bids are invited.

---

**Signature of Tenderer with Seal**

**SECTION XIII – PROFORMA FOR EQUIPMENT AND QUALITY CONTROL EMPLOYED BY  
THE OWNER - NOT APPLICABLE**

IFT NO.....

DATE OF OPENING.....

NAME OF THE TENDERER.....

(Note: All details shall relate to the owner for the items offered for provide)

1. Name & full address of the Owner
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 provided if available).
6. Details of the process of manufacture in the factory.
7. Details & stocks of raw Tankers 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.
- 10.0 Details of staff:
  - 10.1 Details of technical supervisory staff in charge of production & quality control.
  - 10.2 Skilled labor employed
  - 10.3 Unskilled labor employed
  - 10.4 Maximum No. of works (skilled & unskilled) employed on any day during the 18 months preceding the date of Tender
- 11.0 Whether Road Milk Tankers are tested to any standard specification? If so, copies of original test certificates shall be submitted in triplicate.

Is the Owner registered with the Directorate General of Tender 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 Owner

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**Signature of Tenderer with Seal**

## ANNEXURE – B

### BIO DATA OF TENDERER

SI No	Particulars	Description
1	Full Name of the Tenderer	
2.	Address	
3.	Telephone No	
4.	Mobile No.	
5.	Email ID	
6.	CERTIFICATE OF REGISTRATION Sole Proprietor / Partnership / Company Etc.,	
7.	Directors Name: a. Names of Proprietors / Partners b. Directors etc., c. Name & Designation of the principle officer, his office & Residence Tel No if any	
8.	Year of establishment No. of branches with their address	
9.	Number of branches with their address Tel No's etc. (if necessary attach list)	
10.	GST & PAN No with Xerox copy.	
11.	<b>Bankers with full address:</b> a. Name of bank b. Type of account c. Account No d. IFSC code e. MICR code No	
12.	Number of vehicles owned	
13.	Vehicle Reg. No. Capacity of the vehicle (PI furnish each vehicle wise and enclose copy of R.C. Book)	
14.	The transporter shall have <b>own vehicle or contract agreement</b> with registered transport company of which vehicle are to be provided and submit <b>photo copies (Scan copy) of RC Book,</b>	
15	Valid Insurance Copy, Transit Insurance, Fitness Certificate, Goods Permit, State & National Permit, Tax, PAN, <b>FSSAI license,</b>	
16	Last Two years IT Return	
17	ESI, PF Certificate, TDS Declaration Certificate, other Relevant Documents	
18	Minimum 02 years of experience of Milk Transportation	

**Signature of Tenderer with Seal**

To,  
**THE MANAGING DIRECTOR**  
TUMKUR Dist. COOPERATIVE MILK PRODUCER'S  
SOCITIES UNION LTD., MALLASANDRA,  
TUMKUR - 572107

Sir,

**Ref: Technical-cum-Commercial Tender Notification KMF/TCMU/PRODN/016/2025-26 DATED: -  
21-04-2025**

\*\*\*\*\*

With reference, I am / we are representing M/s..... participating for Biennial contract for transportation of milk, have read & understood the terms & conditions of tender. As per basic requirement of tender conditions, I am / we are herewith submitting the prescribed EMD through e-Procurement portal.

Thanking you,

Signature of the Tenderer

Name & address of the Firm

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**Signature of Tenderer with Seal**

## CHECK LIST

### TENDER FOR TRANSPORTATION OF MILK THROUGH ROAD MILK TANKERS ON CONTRACT BASIS FOR A PERIOD OF TWO YEARS

PLEASE ENSURE COMPLIANCE OF THE UNDERMENTIONED TENDER PRE-REQUISITES:

1. Whether the EMD is submitted in E-procurement portal : YES / NO.
2. Whether the details of tenderers Bio-data furnished : YES / NO.
3. Whether the copies of latest Service tax certificate furnished : YES / NO.
4. Whether valid RC, FC, insurance and other related documents Pertaining to Road Milk Tankers furnished : YES / NO.
5. Whether the commercial price quote duly filled in the part II uploaded: YES / NO.
6. Whether the copies of latest Income tax paid receipt furnished : YES / NO.

Signature of Tenderer with Seal

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Signature of Tenderer with Seal