



## **TENDER DOCUMENT**

**(To be used for furnishing bids by the eligible bidders through Kppp portal)**

**THE HUTTI GOLD MINES COMPANY LIMITED**

**(Government of Karnataka undertaking)**

**No: Pl refer Kppp portal**

**Phone No: 08537-276339**

**Website:-[www.huttigold.co.in](http://www.huttigold.co.in)**

**Email:[material276339@gmail.com](mailto:material276339@gmail.com)**

### **TENDER NOTIFICATION**

| <b>Sl. No</b> | <b>Particulars</b>   |
|---------------|----------------------|
| <b>1</b>      | Supply of Flocculant |

|          |  |          |  |
|----------|--|----------|--|
| <b>1</b> | <b>Tender Reference No and date</b>  | <b>:</b> | <b>IFT No: Pl. refer Kppp portal<br/>Indent<br/>Goods/tender/ --- Dated:</b> |
| <b>2</b> | <b>Amount put to Tender(Rs. in Lakhs):</b>   |          | <b>Pl. refer Kppp portal</b>   |
| <b>3</b> | <b>Date and time of or Pre-Bid conference</b>  | <b>:</b> | <b>Pl. refer Kppp portal</b>   |
| <b>4</b> | <b>Last date &amp; Time for submission of Tender</b>                                       | <b>:</b> | <b>Pl. refer Kppp portal</b>   |
| <b>5</b> | <b>Date &amp; Time of opening of Technical bid</b>   | <b>:</b> | <b>Pl. refer Kppp portal</b>   |
| <b>6</b> | <b>Date &amp; Time of opening of Financial Bid</b>   | <b>:</b> | <b>Pl. refer Kppp portal</b>   |
| <b>7</b> | <b>EMD Amount (Rs. In Lakhs)</b>   | <b>:</b> | <b>Pl. refer Kppp portal</b>   |
| <b>8</b> | <b>Venue for Pre-Bid conference and opening of tenders &amp; address for communication</b> | <b>:</b> | <b>Pl. refer Kppp portal</b>   |

Interested eligible Registered in Kppp portal bidders can download the bid documents by visiting the website <https://kppp.karnataka.gov.in>

**TENDER FOR The Supply (Please refer tender description Kppp portal)**

**INVITATION FOR TENDERS (IFT)**

**Date:** \_\_\_\_\_

**IFT No.: Pl. refer Kppp portal Indent**

1. The Hutti Gold Mines Company Limited invites tenders from eligible tenderers for the supply of the (Pl. refer tender description in Kppp portal) listed in (Tech Bid-A) Kppp Procurement portal
2. The tenderers may submit tenders for (Pl. refer tender description in Kppp portal) listed in Kppp portal (tech bid-A).Tenderers are advised to note the tender's eligibility and qualification eligibility criteria as specified in Section II SLNO.7, (Table-1) specified in tender document to qualify for award of the contract.
3. Tender documents may be downloaded from the website <https://kppp.karnataka.gov.in>.
4. Tenders must be accompanied by Earnest money deposit (EMD) specified in the Kppp Procurement portal of respective tender and shall have to be valid for 165days i.e 45 days  
**beyond** the validity of the tender. Other details can be seen in the tender documents.

## **Section II – Instruction to Bidders**

### **1. Company Introduction:**

Hutti Gold Mines Company Limited (HGML), Government of Karnataka Undertaking (Established in 1947 as Hyderabad Gold Mines), has the unique distinction of being the only producer of primary gold in the country. HGML has been active in the exploration, development and exploitation of gold deposits occurring in Karnataka.

### **2. Eligible Tenderers:**

a) Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to render consulting services for the procurement of the materials / goods / equipment to be purchased under this Invitation of Tenders.

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

### **3. Cost of Tendering:**

The Tenderer shall bear all costs associated with the preparation and submission of its tender, and HGML, hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

### **4. Clarification of Tender Documents:**

A prospective Tenderer requiring any clarification of the tender documents may notify the purchaser in writing or through Kpppmail on the Purchaser's mailing address indicated in the Invitation for Tenders. The Purchaser will respond in writing to any request for clarification of the tender documents which it receives not later than 15 days prior to the deadline for submission of tenders prescribed by the Purchaser. The clarifications will be uploaded in Kppp portal.

### **5. Amendment of Tender Documents**

At any time prior to the deadline for submission of tenders, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendment. All the amendments of tender documents will be uploaded in Kppp portal, and these amendments will be binding on the tenderers. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Purchaser, at its discretion, may extend the deadline for the submission of tenders.

### **6. Tender Prices:**

i) The tenderer has to quote landed price in Kppp portal which shall be inclusive of all taxes, duties, P&F, freight & other charges, etc. This dashboard price only be considered for price comparison.

ii) The price quoted shall be on F.O.R. Hutti basis only.

iii) The quote shall be in INR (Indian Rupee) only.

If the bidder quotes in Kppp portal as exclusive of taxes and become L1, then the Purchase order will be made on L1 bidder considering his dashboard price as Inclusive of all taxes, etc. If the tenderer fails to execute the order EMD will be Forfeited.

iv) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected.

**7. Tenderer's eligibility and qualifications criteria as per below mentioned table-1**

Table Kppp1: Tender Qualification  
Criteria

|   | Criteria  | Documents to be furnished   |
|---|---|---|
| 1 | <b>Past Experience</b>  |   |
|   | The Bidder should have experience of supplying Flocculant. Relevant documents to be enclosed.   | Purchase Order copies for the Supply of <b>Flocculant to be enclosed</b>  |
| 2 | <b>Financial capability</b>   |   |
|   | <p>Financial Capability</p> <p>a. The average annual financial turnover of the tenderer should not be less than Rs. 30.00 Lakhs, during the last three preceding financial years, namely:<br/>FY 2022-23<br/>FY 2023-24<br/>FY 2024-25</p> <p>b. In case of Micro and Small Enterprises (MSEs), the required average annual financial turnover should not be less than Rs. 15 Lakhs, during the last two preceding financial years:<br/>FY 2023-24<br/>FY 2024-25</p> | The bidders should furnish Annual Turnover Certificate/Profit & Loss statement & Balance sheet duly certified by a chartered accountant.  |
| 3 | <b>Capabilities of Vendor</b>   |   |
|   | The manufacturers or the authorized dealers/distributors are only eligible.   | <p>Copy of Dealership certificate from the manufacturer in case of Dealers / Distributors to be furnished. Relevant documents to be enclosed.</p> <p>In case of authorized dealers/ distributors, they shall submit the authorization letter from the manufacturer in the letterhead as per prescribed format mentioned in Annexure-II.</p> |

|   |  |  |
|---|--|--|
| 4 | <b>Performance Capability</b>  |  |
|   | <p>a) If the bidders are Manufacturer and Non MSME then they should have supplied Flocculant to the extent of 17600 kgs in any one of the last five years i.e., FY 2020-21, 2021-22, 2022-23, 2023-24 &amp; 2024-25.</p> <p>b) If the bidders are Manufacturer and MSME then they should have supplied Flocculant to the extent of 8800 kgs in any one of the last five years i.e., FY 2020-21, 2021-22, 2022-23, 2023-24 &amp; 2024-25.</p> <p>c) If the bidders are Authorized dealers/distributors (both MSME and Non MSME) then they should have supplied Flocculant to the extent of 6600 kgs in any one of the last five years i.e. , FY 2020-21, 2021-22, 2022-23, 2023-24 &amp; 2024-25.</p> | Purchase order copies to be enclosed as per the mentioned in point a , b & c. HGML at its discretion may verify the veracity of the Purchase order enclosed along with the bid, while taking decision.   |
| 5 | Company Registration Certificate   | <p>a. Certificate of Incorporation in case of Company.</p> <p>b. Registration with District Industry Centre in case of (DIC) or GST certificate in case of proprietary/ partnership.</p> <p>c. Registration with Registrar of Co-operative Societies in case of co- operative societies.</p> |
| 6 | GST Registration Certificate   | GST Certificate to be enclosed.  |
| 7 | Copy of PAN Card.  | <p>a.PAN should be in the name of the Company/firm/society, in case of the company/partnership firms/societies</p> <p>b. In case of proprietary firm, the PAN should be in the name of proprietor and it should be active.</p>   |
| 8 | Copies of ITR  | Copies of ITR for the year 2022- 23, 2023-24 and 2024-25 to be enclosed.   |

## **8. Earnest Money Deposit**

- (1) The tenderer has to submit the EMD as per the Kppp norms in Kppp procurement website.
- (2) The EMD shall be denominated in Indian Rupee
- (3) EMD Payments through e-Payment mode shall be made as one single transaction and payments made in part are liable for rejection.
- (4) EMD Exemption for MSE registered with NSIC will be as per GO issued on 22/05/2019.
- (5) Unsuccessful Tenderer's EMD will be discharged/returned as promptly as possible as but not later than 30 days after the expiration of the period of tender validity prescribed by the Purchaser.
- (6) The successful Tenderer's EMD will be discharged upon the Tenderer signing the Contract, and furnishing the security deposit.
- (7) The Tender fee is not refundable under any circumstance.
- (8) The tender security may be forfeited:
  - (a) in case of a successful Tenderer, if the Tenderer fails:
    - (i) If any tenderer fails to execute the agreement and furnish the Security Deposit within the stipulated period the EMD of such tenderer will be forfeited by the Company. Bank Guarantee/ or Cheque will not be accepted unless or otherwise it is specified.
    - (ii) Any tenderer withdrawing the tender after submission or fails to execute the agreement as required, after acceptance of the tender or fails to furnish the security Deposit the EMD paid by him shall be forfeited by the Company and his firm will not be considered for future rate contracts/tenders besides debarred from participating in future bids for the same item at HGML for a period of one year.

## **9. Period of Validity of Tenders**

Tender validity shall be 120 days (for the tender less than 1 Crore) and 180 days (for the tender above 1 Crore) from the date of Bid opening. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.

- a. The right to reject any or all tenders without assigning the reasons is reserved by the HGML.
- b. It is not binding on the HGML to accept the lowest or any other tender.
- c. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the HGML, then the HGML shall without prejudice to any other rights to remedy, be at liberty to forfeit 100% of the earnest money deposit.
- d. Post bid correspondence will not be entertained.
- e. In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by e- mail. The earnest money deposit provided shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

## **10. Clarification of Tenders:**

During evaluation of tenders, the Purchaser may, at its discretion, ask the Tenderer for a clarification of its tender. The request for clarification and the response shall be in writing and no change in prices or substance of the tender shall be sought, offered or permitted.

## **11. Contacting the Purchaser**

- a) No Tenderer shall contact the Purchaser on any matter relating to its tender, from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the purchaser, it should do so in writing/ through KPPP portal only.
- b) Any effort by a Tenderer to influence the Purchaser in its decisions on tender evaluation, tender comparison or contract award may result in rejection of the Tenderer's tender.

## **12. Award of Contract**

- a) The Purchaser will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.
- b) Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer in writing by registered letter / e-mail to be confirmed in writing by registered letter, that its tender has been accepted.
- c) For the tenders valuing more than Rs. 10 Lakhs, the Purchaser will issue LOI. The tenderer on receipt of LOI will sign an agreement with HGML within 7 days from the date of issue of LOI, if the tenderer fails to sign an agreement then the Purchaser will cancel the bid and forfeit the EMD and his firm will not be considered for future rate contracts/tenders besides debarred from participating in future bids for the same item at HGML for a period of one year.
- d) On executing the agreement, the Purchaser will issue Purchase Order to tenderer and the successful Tenderer shall sign the purchase order immediately on receipt of the Purchase Order/ Work Order. Otherwise the purchaser shall have the liberty to reject the successful tender and to take the further decision in this regard as deemed fit.
- e) Within 21 days of the receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security form provided in the tender documents or in another form acceptable to the Purchaser(Wherever required).
- f) Failure of the successful Tenderer to comply with the above requirement HGML(Purchaser) shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event the Purchaser may make the award to the next lowest evaluated Tenderer or call for new tenders.
- g) The bidder shall be required to execute an agreement on a government stamp paper on the value required and shall provide Security Deposit (SD) for a sum at 5% of the value of order in the form of DD issued by any nationalized bank drawn on State Bank of India payable at Hutti in favor of "The Hutti Gold Mines Co, Ltd" or through **bank guarantee (BG)** issued by **public sector banks (refer annexure-I)**, within 14 days from the date of intimation of acceptance of tender. In case if the SD is not provided within stipulated period, then the same will be recovered from the first supply bill and if the amount of the first supply bill is not sufficient, the balance will be recovered in the second bill and so on till entire recovery of the SD amount. If any tenderer fails to execute the agreement within the stipulated period, the EMD of such tenderer will be forfeited by the company.



h) The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 25 percent of the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

i) The Contractor/supplier is required to supply the quantities as per the purchase order issued from time to time. Quantities supplied in excess will not be accepted.

j) Any tenderer withdrawing the tender after submission or fails to execute the agreement as required, after acceptance of the tender or fails to furnish the Security Deposit as required under Clause (6), the EMD paid by him shall be forfeited by the Company and his firm will not be considered for future rate contracts/tenders besides **debarred** the firm from participating in future bids for the same item at HGML for a period of one year.

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

### **13. Standards**

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

### **14. Inspections and Tests.**

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

### **15. Pre Bid Meeting**

Prospective bidders may attend a pre bid meeting notified in Kppp portal/ newspaper. In the pre-bid meeting clarifications, if any, with regard to this tender may be sought by the prospective bidders. No such request for clarification shall be entertained by HGML after the conduct of pre-bid meeting.

### **16. GST Billing**

1. The successful tenderer has to submit minimum two copies of bills i.e. original and duplicate.

2. The GST bill format and contents should be as per 46 of CGST Rules, 2017.

3. The total amount of bills i.e. GST and basic value along with all the relevant particulars and information shall be uploaded in FORM GSTR – I of the successful tenderer immediately on dispatch of the materials or after provision of services as the case may be. The details uploaded by the successful tenderer should appear in FORM GSTR –2B of the HGML, failing which the bills will not be admitted for payment.

a. Immediately on dispatch of materials or providing of service as the case may be, the successful tenderer shall enter the details into the invoice furnishing facility / GSTR – I.

b. The details shall be available in GSTR2B of the company on or before 15 of the following month.

c. HGML will not honour the payment or admit the bills in case tax is not paid to the Government and FORM GSTR – 3B is not furnished by the successful tenderer.

d. GST payable under reverse charge, if any shall not be paid to the successful tenderer.

4. As per the provisions of the GST and IT Act, the applicable TDS will be made from the bills.

The TDS certificate in the regard will be issued.

#### **17. Packing**

1. The Supplier shall provide packing as required by HGML which will be intimated through tender document of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, handling during transit and exposure to extreme

temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

2. Supplies not properly packed will be a rejected.

3. All containers must be pilfer proof and should accompany with statutory regulations to ensure that protection to the quality and quantity of the product packed.

#### **18. Delivery and Documents**

1. Delivery of the materials / goods / equipment shall be made by the Supplier in accordance with the terms specified by the Purchaser in the NIT / Tender document.

2. All the supplies should be accompanied along with delivery challan in duplicate, indicating quantity, order NO & Date and Packing details. The invoice shall be addressed to the Finance Department of the Company and materials to be supplied to Stores Department along with copies of invoice, delivery challan and GST copy.

#### **19. Insurance**

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

b. No materials shall be dispatched without being covered for transit risks with the underwriters. The insurance charges will be at tenderer's cost as the materials are to be supplied on F.O.R destination basis. Materials shall be dispatched securely packed so as to avoid damages/losses during transit. No detention charges shall be paid by HGML. However arrangements shall be made to release the material /vehicle at the earliest subject to Force Majeure clause.

#### **20. Transportation**

Where the Supplier is required under the Contract to transport the goods to a specified place of destination within India defined as Purchasers destination site, as specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

#### **21. Incidental Services.**

The supplier may be required to provide any or all of the following services, including additional services, if any specified in SCC

1. Performance or supervision of the on-site assembly and/or start-up of the supplied Goods.

2. Furnishing of tools required for assembly and/or maintenance of the supplied Goods.

3. Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods.

4. Performance or supervision or maintenance and/or repair of the supplied Goods, for a period

of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

5. Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

6. The price for above incidental services shall be included in the price quoted by the tenderer in Kppp portal.

## **22. Warranty**

1. The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

If the material is found defective/ specification not as per Tech Bid –A in the tender document, after quality testing/during operation, party has to replace the whole consignment at Free of Cost .

The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent of current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any actor omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

This warranty shall remain for valid 18 months from the date of receipt and acceptance of material at Hutti. The Supplier shall, in addition, comply with the performance and/or consumption guarantee specified under the Contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:

- a. Make such changes, modifications, and/or additions to the Goods 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 SCC4 OR
- b. Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be as specified in the Technical Specifications. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period of 15 days and with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period of 18 months.

If the Supplier, having been notified, fails to remedy the defect(s)/replace the rejected items within 15 days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights

which the Purchaser may have against the Supplier under the Contract.

**2. Lifting of the “REJECTED Materials”**

a. The rejected materials has to be taken within 15 days from the date of issue of Rejection Letter issued against the rejected material (excluding the date of issue). In case of delay, the demurrage charges/ground rent @ 1% per week will be charged on the basis of the entire lot value, irrespective of the quantity remaining un lifted, the demurrage charges will be charged up to 2 (TWO) weeks only and thereafter in case the rejected materials remain un lifted by the supplier even after 04 weeks from the date of the Rejection Letter, the HGML shall scrap the REJECTED Materials forthwith without further notice to the supplier , and the HGML will be at liberty to deal with the scrap, including sale of the same as it deems fit. The proceeds of such a sale shall be credited solely to the HGML’s account and the supplier shall have no claim on the same.

b. The supplier and his authorised representative/s or person/s or agent/s engaged by them would be responsible for processing, loading and transporting out only those materials, for which, delivery advice has been issued. If any other material is found being processed/loaded/transported it will be regarded as the mis-conduct/irregularities from the vendor/ supplier ’s end.

c. The supplier will be held responsible for such acts of irregularities/mis-conduct of his own or committed by his authorised representative or persons engaged by them for executing the sale order. Any irregularities/mis-conduct may lead to forfeiture of earnest money/security

deposit, portion or whole money of material value as the case may be in addition to cancellation of sale and or stoppage of further business and/or appropriate legal action as may be deemed fit at the sole and absolute discretion of M/s. HGML.

d. The supplier shall be responsible for any damage that may be caused to the premises, equipment, machineries and/or any other installations of the plant/establishment of M/s. HGML while taking away or removing the rejected materials. M/s. HGML fully reserves the right to recover the cost of such damages from any sum due to the supplier.

**23. Decision of Managing Director is final:** Except where otherwise specified in the contract the decision of the Managing Director, Hutti Gold Mines Company limited shall be final conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specification design drawing and instruction herein before mentioned and as to the quality of workmanship or material used on the work as to the others question claim right matter or thing what so ever arising out of or in relation to the contract or any conditions concerning the work or the execution or failure to execute the same whether arising during the progress of Execution of the Order or after the completion or abandonment thereof.

**24. Dispute Resolution:** As per GOK FD Circular No: FD 1066 exp12/2016 Dt: 20.03.2017 and rule 29(b) of KTPP rules 2000, the secretary to Govt. C&I Dept for appeal cases.

**25. JURISDICTION:** This contract shall be governed by the law and regulations of India for the time being enforced and will be subject to the exclusive jurisdiction shall be Karnataka High Court; Bangalore.

**26. Payment:**

- (1) Payment terms: 30 days from the date of receipt and acceptance of each scheduled delivery quantity.
- (2) Payments will be made promptly by the Purchaser but in no case later than 30 days after submission of the invoice or claim by the Supplier subject to confirmation of quality & acceptance of goods by the company.
- (3) Payment will be made in Indian Rupees.
- (4) Payment of the bills will be made by cheque / DD and RTGS only as per terms specified in purchase order, only after the satisfactory receipt report from the concerned department.
- (5) No advance payment will be made.
- (6) Wherever the Performance guarantee/ warranty is applicable 10% of the order value will be released after warranty/guarantee period or against the submission of performance BG from nationalized bank for equivalent amount towards the period of warranty/guarantee(Applicable /Not Applicable).

**27. Rejection clause:**

The supplied material will be tested at HGML Lab as per the relevant IS Standards and the Assay Lab reports of HGML are final and Binding on the Bidder. If the supplied material fails QCC during testing, the material will be liable to rejection. If the successful bidder fails to supply the material as per HGML specification of Purchase order, the following conditions are applicable.

- a) If any lot is rejected due to inferior quality, the supplier will be allowed to take back the rejected material and replace the material as per warranty clause No: 22(1) & 22(2).
- b) If the replaced lot is rejected due to inferior quality, the supplier will be penalized at a rate of 5% of the replaced lot value. After the payment of penalty amount by the supplier, then only the supplier is allowed to take back the rejected material and replace the material as per warranty clause No. 22(1) & 22(2).
- c) Again if the second replaced lot is rejected due to inferior quality, the supplier will be penalized at a rate of 10% of the replaced lot value. After the payment of penalty amount by the supplier, then only the supplier is allowed to take back the rejected material as per clause 22(2). and the supplier will not be permitted to participate in the future tenders of Flocculant of HGML for a period of one year.
- d) The above conditions is applicable for all the lots of the scheduled Delivery consignments.

**28. Liquidated Damages**

- i) If supplies are not completed within the date mentioned as Delivery date, a penalty of 0.5% will be levied per week from the date fixed as delivery date (for the balance quantity only) subject to maximum penalty of 5% of the proposed basic value.
- ii) Failure to supply or delay in supplying a portion or entire quantity as per contract will entail the enforcement of one or more of the following at the discretion of the Company.
  - a) Cancellation of the indent or order in part or in whole
  - b) Levy of penalty in case delayed supplies.
- iii) If supplies are not delivered within the stipulated period as per the delivery schedule mentioned in the purchase order, the Company reserves the right to cancel the order or make alternate arrangement to procure the materials at the cost of the supplier. The additional financial implication out of alternate arrangements if any will be collected from the Successful tenderer.
- iv) If any material supplied is declared as of “Not Standard Quality” or “Supplies are not as per requirement and schedule”, such Tenderer may be penalized by the Company, including **debarred** in addition for participating the tenders of HGML for the period of One year.

v) EMD and Security deposit will be forfeited if the Tenderer fails to supply the materials within the stipulated period.

**29. Rejection of Bids:**

- a) The Employer reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for the Employer to accept any Bid or to give any reasons for their decision.
- b) The Employer reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

**30. Force Majeure**

If at any time during the continuation of the contract, the performance in whole or in part or any obligation under this contract shall be prevented or delayed by reason of act of god, such as war, fire, flood, earthquake, acts of Civil Commotion, acts of Govt., pandemic etc., (herein after referred to as eventuality), then provided not in writing of such happenings of eventuality is given, within 15 days of occurrence thereof either party shall on the reason of such eventuality can terminate this contract without have any claim for damage against the other in respect of non-performance or delay in performance of the contract, provided such occurrence of eventuality has prevented or delayed the execution / performance of contract for a period exceeding 60 days.

Power cut imposed by the government, if any shall not affect supply of materials by the successful tenderer. Under any condition, the tenderer shall make his own alternate arrangements to adhere to the delivery schedule.

**31. Risk Purchase**

In the event of failure of the supplier to deliver or dispatch the stores within the stipulated Date / period of the supply order or in the event of breach of any of the terms and conditions mentioned in the supply order, HGML will have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. In the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the bills against this tender or against any other supplies pending to HGML or be paid by the defaulting supplier.

**32. Conditions for Risk Purchase:**

Risk purchase action maybe initiated under any of the following conditions,

- i) When the supplier fails to deliver the materials even after the delivery period is extended on several occasions, on request from the supplier.
- ii) When the supplier fails to respond to purchaser's request for supply of the materials and fails to provide any reason which is considered to be genuine, for the delay in supply.
- iii) When in the judgment of the purchaser, the supplier is unable to execute the order due to various reasons.
- iv) When the materials are urgently required and the supplier fails to deliver the materials within the extended/original delivery schedule.
- v) When the supplier breaches any of the terms and conditions of the supply order and as a result fails to execute the order satisfactorily.
- vi) In case of poor performance of their product supplied under the tender.

### **33. Price Fall Clause**

If successful tenderer, at any time during the tenure of the contract with HGML, Supply of items of identical description in India, to any customer at a price lower than the price stipulated in the HGML contract, the successful tenderer shall forthwith notify to HGML such reduction in sale price of items and HGML shall amend its contract price to the lower price.

The prices quoted against this tender shall not be considered for application of Price Fall Clause against HGML's ongoing contract, if any, with the successful bidder. The bidder must submit a price certificate in all their invoices in the following format: "It is certified that the prices, handling charges etc. indicated in this invoice is not higher than the amount billed to other Govt. organizations /PSUs /Other Private Organizations.

### **34. General Conditions**

1. The rates quoted shall hold good for the time period as specified in the NIT from the date of purchase order or agreement.
2. The rates offered shall hold good for the time period as specified in the NIT from the last date fixed for receiving the tender.
3. Any tender which is not accompanied by the samples in compliance with the above conditions will be rejected unless it is specified otherwise, in view of the large size and heavy weight & if it is necessary to submit the samples, then the tenderer should demonstrate the unit if demanded.
4. Free samples with affixed labels of the item (s) quoted with item code mentioned in Tender notification shall be submitted to the Tender Inviting Authority (TIA), The Hutti Gold Mines Co. Ltd., Hutti – 584 115 on or before the last date fixed for receipt of the tender in case the samples are asked in the tender.
5. The disclosure of price or enclose of Price Bid sheet in Technical Bid, leads to rejection of the entire bid.
6. No representation for enhancement of rate once accepted will be considered during the currency of the contract for reasons other than statutory requirements
7. In case of materials rejected as not being in accordance with the approved samples or has been received in damaged conditions, the tenderer should take back and replace by correct materials without additional cost to the Company, within reasonable period.
8. The Security Deposit / EMD made previously against any tender will not be adjusted towards other tender.
9. The Tenders that are not accompanied by the required supporting documents required as per NIT Will be rejected.
10. All tenderers shall confirm to the relevant standards, BIS, etc. even though it is not mentioned in the tender document against a particular item.
11. In case of reduction in taxes or duties under any statutory regulations the benefits shall be passed on to the Company by way of reduced rate and this shall be the basis for contract price for the remaining period of the contract.
12. A general warranty should be produced from the manufacturer for the accepted items manufactured by them and also the manufacturer should produce the valid permission to manufacture the items issued by respective competent authority.
13. Tenderers shall specify whether the goods offered are from the indigenous sources, from

imported stocks in India or from foreign sources which will be imported under license. Company reserves the right to reject the offers for import of goods if it is in contravention of import Trade Control policy in force at the time of award of the contract.

14. No import License will be provided by the Company.
15. In case of requirement of any "Import Permit / NOC / Clearances" according to the Foreign Trade policy 2016-2020 or as per any Acts of state/central Govt., from time to time, the supplier himself need to take such permits/ NOC/Clearances, before importing/ supplying the material. The import Permit obtained by HGML shall not be used by the successful tenderer for the purpose of import or supply of the material. In case, the successful tenderer fails to obtain the import permit before the stipulated date of delivery, the Company reserves the right to cancel the tender and to re-tender at his risk and cost of such successful tenderer.
16. The tenderer must specify the patent name, if any, and name of the manufacturer and the product offered by the Company.
17. For any issues in connection with the tender, the decision of Managing Director or his authorized representative of the Company is final & binding on both the parties.
18. The bidder is required to ensure browser compatibility of the computer well in advance to the last date and time for receipt of tenders. The departments shall not be responsible for non - accessibility of Kppp portal due to internet connectivity issues and technical glitches at bidder's end.
19. As per the Government Orders vide FD/165/EXP-12/2017 dated: 21/03/2017 and FD/539/EXP-12/2017 dated: 02/06/2017, the option of uploading documents in financial bid section is disabled.
  - a. Only landed price shall be mentioned in Kppp portal which shall be inclusive of all taxes, duties, P&F, freight, other charges, etc. This dashboard price only be considered for price comparison.
  - b. If the bidder quotes in Kppp portal as exclusive of taxes and becomes L1, then the Purchase order will be made on L1 bidder considering his dashboard price as inclusive of all taxes ,etc .If the tenderer fails to execute the order EMD will be Forfeited.
20. Bidder shall give undertaking that they have accepted our terms regarding Delivery, Validity & Payment as per format enclosed (Technical Bid-D).
21. The document submitted by bidder in e - portal shall not be in corrupted/damaged/protected format.
22. Bidders shall upload all the Documents in PDF format only.
23. Bidder should submit duly filled, signed and with seal copy of Technical Bid - B, Technical Bid-D, Technical Bid-A and the HGML standard tender document, which is uploaded in HGML Kppp porta.
24. All other terms and conditions are as per HGML standard tender document.
25. Bidder should submit IT returns copies for the financial years (2022-23, 2023-24 and 2024-25).
26. TCS clause (for goods > 50 lakhs)
  - a. The rates / price /amount quoted in the Kppp portal shall be inclusive of applicable TCS.
  - b. The price break-up shall be furnished by the bidders as and when the company seeks
  - c. The Bidders shall indicate in their technical bid about applicability of TCS



- d. The bills/invoice of the suppliers shall have their TAN No. TCS rate, TCS amount, and HGML PAN No. is AABCT4338C
- e. The vendor shall file the quarterly returns for having collected the TCS amount from the Company and issue the TCS certificate within 15 days of filing the return.
- f. The TCS amount collected from the HGML shall reflect in the 26AS of the Company (HGML).
- g. The Company will adjust the TCS amount in pending bills/EMD/SD or any other dues, in case the TCS amount is not appeared in the 26 AS. In case no amounts are due from the company, then the supplier shall refund the TCS amount along with applicable interest to the company within 10 days of hearing from the Company.
- h. EMD/SD amounts will be refunded only after ensuring that the TCS amount is appearing in the 26 AS of the Company.

27. As per KTPP act rule 26, Sub Rule (5) - Micro and Small Enterprises registered with NSIC under a single point vendor registration scheme, shall be facilitated by providing tenders sets free of costs, exempting from payment of Earnest Money Deposit during purchases be all Government Department and State owned PSUs.

#### 28. Conditions For bidders claiming EMD Exemption

- 1. Bidder participating in tender must submit valid & authorized copy of certificate of MSE Registered with NSIC under single point registration.
- 2. The bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE certificate matches with the nature of the services and goods/items to be supplied as per the tender. If the same is not available in the list, bid will not be accepted.
- 3. In case if the documents submitted by the bidder are found to be false, such bidders offer will not be considered for technical evaluation.
- 4. The registration certificate issued by NSIC should be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
- 5. Bidder who have applied for registration or renewal of registration with NSIC, but have not obtained the valid certificate as on close date of the tender are not eligible for exemption.
- 6. KPPP portal has provided an option to tender inviting authority to verify the NSIC certificate through the link [www.nsicspronline/spr\\_check\\_registration.aspx](http://www.nsicspronline/spr_check_registration.aspx) under single point registration; if the bidder does not have a valid NISC registration number then his bid will be rejected for technical bid opening.
- 7. The EMD exemption is applicable only procurement of goods and not for works and services for all MSE registered with NSIC bidders as per the Government circular issued on 22/05/2019.

**Note: EMD is exempted to those bidders who are MSE's registered with NSIC (shall upload a valid certificate as a proof). Bidders who enclose/upload MSME or any other certificate will be rejected from the bid.**

- 35. However, party may visit the HGML site for complete understanding of the proposed item/material before quoting the tender accordingly.

**36. INSTRUCTION TO BIDDER:**

HGML reserves the right to seek additional information as it may deem fit to satisfy itself of the eligibility of the Bidder.

HGML reserves the right to verify any information/ documents furnished by the bidder should the circumstances so warrant. In case the information or the documents furnished are found to be incorrect/false or invalid then the EMD Furnished by such bidder will be forfeited & liable for debarred from participating in future bids for the same item at HGML for a period of one year.

If the successful bidder fails to supply the materials, the bidder will be debarred for participation in the tendering process for the procurement of HGML for a period of one year.

**37. RIGHTS OF HGML**

a. HGML reserves right to seek for any additional details/ documents required at any point of time during and after the process of bidding. If the agency fails to furnish such details their offer is liable for rejection.

b. It reserves right to modify, change; cancel any or all the tenders without giving any reason thereof.

**38. PRICES:**

Rates quoted shall be inclusive of all statutory components such as GST, P&F, F&I charges etc., upto Destination i.e. landing cost. It is mandatory to indicate the statutory and other components under heading statutory components sub-heading added statutory components zone of e-portal. Claims for GST extra, P&F extra, F&I extra or any additional costs to the uploaded rates will not be entertained once the price bid is opened. If the bidder claims as extra any of the above said components, the bid will be rejected. The rate quoted should be firm for the entire period of contract. Rate quoted in e-portal will be considered for evaluation. Additional cost will not be considered over the quoted e-portal amount.

**39. ACCEPTANCE OF THE PURCHASE ORDER:**

The successful Tenderer shall clearly confirm the acceptance of the purchase order within 15 days of receipt of the purchase order by him. In case of failure to do so, it will be treated that the order has been accepted in entirety.

**40. QUALITY OF MATERIALS/SPECIFICATIONS:**

All Materials used shall be of best quality and class most suitable for working under tropical condition and shall withstand normal variation in temperature, and other service conditions without any disturbance or deterioration without affecting the strength and stability of the materials. Quality of the materials shall be clearly specified in the tender with relevant ISI & ISO / standards and the supply shall be as per the offer / detailed specification. Supplies not in confirmation to accepted / approved quality shall be liable to be rejected. The supplier shall arrange to collect the rejected materials and replace the same with approved quality materials at their risk and cost within the period of being informed in writing. The intending bidder shall furnish the copy of standard quality assurance plan. The bidder shall supply the materials confirming to the specification indicated in price bid.

**41. TEST CERTIFICATES:**

All test conducted as per the relevant standards shall be furnished. The supplier shall provide these test certificates without extra cost. In case HGML desires to send their representative for witnessing the tests, the supplier shall arrange to perform the tests in the presence of HGML representative. Certificate in respect of the country of origin shall be furnished in case of imported items. The supplier shall ensure that the materials to be supplied shall satisfactorily withstand such tests that are customary for the manufacturer for the type of the materials specified.

**42. TESTS & INSPECTION:**

The goods shall be carefully inspected, subject to standard tests at manufacturer's works before dispatch. The purchaser reserves the right for inspection of material and witnessing the tests, if considered necessary. For this purpose, the Contractor shall notify the Purchaser two weeks in advance, the time and place of manufacture and test. Pre- dispatch inspection certificate shall be furnished.

**43. SUBLETING OF CONTRACT:**

The Supplier shall not, without the consent in writing of the Purchaser, which shall not be unreasonably withheld, assign or sublet his Contract, or any substantial part thereof, other than raw materials for minor details, or for any part of the work of which the makes are named in the contract, provided that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

**44. FITMENT GUARANTEE CERTIFICATE:**

The supplier shall ensure the fitment of the equipment/spares supplied with that of existing one in the system. There shall not be any rework at site. It is the responsibility of the supplier to ensure the compatibility of the items supplied with the existing system.

**45. LIABILITY FOR ACCIDENT AND DAMAGES:**

Under the contract the Contractor shall be totally responsible for all loss or damage to the equipment/ material until the same is delivered to site

**46. TERMINATION OF CONTRACT:**

If any document or information furnished by the bidder is found to be incorrect, the Earnest Money Deposit (EMD) and Security Deposit (SD) will be forfeited, and the contract will be terminated.

If the contractor fails to successfully supply the ordered quantity within the stipulated delivery period or If the contractor Execution is not satisfactory HGML reserves the right to terminate the contract by giving one month's notice and HGML will not entertain in any claim by the contractor.

Company reserves the right to terminate this contract without any notice at any time if the Contractor does not adhere to the terms and conditions of the Contract.

In such cases, the EMD and SD submitted by the contractor will be forfeited. Additionally, the contractor will be debarred from participating in future bids for the same item at HGML for a period of one year.

47. All or any documents submitted will be only in English. Documents submitted in any other language should be translated to English, sealed and signed by a government translator with complete details. Documents not complying with this requirement will be rejected.
48. The bidder should submit an affidavit authenticating the documents produced as per Annexure-III.
49. The bidder shall be solely responsible for obtaining all necessary statutory permissions, clearances, licenses, certificates, or approvals from the competent authorities as required for execution of the work. HGML shall not be responsible for obtaining or assisting in obtaining any such permissions. Any delay or penalty arising due to non-compliance or non-availability of the required permissions shall be borne entirely by the bidder and no additional time or cost shall be granted on this account. The bidder shall submit copies of all relevant permissions/certificates to HGML whenever required and shall indemnify against any claim or legal consequence resulting from failure to obtain the same.

## List of Scheduled Commercial Banks

|    | <b><u>PUBLIC SECTOR BANKS</u></b>   |    | <b><u>PRIVATE BANKS</u></b>   |
|----|---|----|-------------------------------|
| 1  | State Bank of India   | 1  | Axis Bank Ltd.                |
| 2  | Bank of Baroda<br>(Including Vijaya Bank and Dena Bank)                             | 2  | Catholic Syrian Bank Ltd.     |
| 3  | Bank of India   | 3  | City Union Bank Ltd.          |
| 4  | Bank of Maharashtra   | 4  | Development Credit Bank Ltd.  |
| 5  | Canara Bank<br>(Including Syndicate Bank)   | 5  | Dhanlaxmi Bank Ltd.           |
| 6  | Central Bank of India   | 6  | Federal Bank Ltd.             |
| 7  | Indian Bank<br>(Including Allahabad Bank)   | 7  | HDFC Bank Ltd.                |
| 8  | Indian Overseas Bank  | 8  | ICICI Bank Ltd.               |
| 9  | Punjab National Bank (including Oriental Bank of Commerce and United Bank of India) | 9  | IndusInd Bank Ltd.            |
| 10 | Punjab & Sind Bank  | 10 | Jammu & Kashmir Bank Ltd.     |
| 11 | Union Bank of India<br>(including Andhra Bank and Corporation Bank)                 | 11 | Karnataka Bank Ltd.           |
| 12 | UCO Bank  | 12 | Karur Vysya Bank Ltd.         |
|    |   | 13 | Kotak Mahindra Bank Ltd.      |
|    |   | 14 | Lakshmi Vilas Bank Ltd.       |
|    |   | 15 | Nainital Bank Ltd.            |
|    |   | 16 | Ratnakar Bank Ltd.            |
|    |   | 17 | South Indian Bank Ltd.        |
|    |   | 18 | Tamilnad Mercantile Bank Ltd. |
|    |   | 19 | Yes Bank Ltd.                 |
|    |   | 20 | Bandhan Bank                  |
|    |   | 21 | IDFC Bank Ltd.                |
|    |   | 22 | IDBI Bank Ltd                 |

**FOREIGN BANKS**

|           |  |           |   |
|-----------|--|-----------|---|
| <b>1</b>  | <b>The Royal Bank of Scotland N.V</b>                | <b>23</b> | <b>Mizuho Corporate Bank Ltd.</b>                   |
| <b>2</b>  | <b>Abu Dhabi Commercial Bank Ltd.</b>                | <b>24</b> | <b>Oman International Bank</b>                      |
| <b>3</b>  | <b>Antwerp Diamond Bank N.V</b>                      | <b>25</b> | <b>SocieteGenerale</b>                              |
| <b>4</b>  | <b>Arab Bangladesh Bank Ltd.(AB Bank)</b>            | <b>26</b> | <b>Sonali Bank</b>                                  |
| <b>5</b>  | <b>Bank International Indonesia</b>                  | <b>27</b> | <b>Standard Chartered Bank</b>                      |
| <b>6</b>  | <b>Bank of America</b>                               | <b>28</b> | <b>State Bank of Mauritius</b>                      |
| <b>7</b>  | <b>Bank of Bahrain &amp; Kuwait B.S.C</b>            | <b>29</b> | <b>JSC - VTB Bank</b>                               |
| <b>8</b>  | <b>Bank of Ceylon</b>                                | <b>30</b> | <b>UBS AG</b>                                       |
| <b>9</b>  | <b>Bank of Nova Scotia</b>                           | <b>31</b> | <b>American Express Banking Corporation</b>         |
| <b>10</b> | <b>Bank of Tokyo - Mitsubishi Ltd.</b>               | <b>32</b> | <b>First Rand Bank Ltd.</b>                         |
| <b>11</b> | <b>Barclays Bank</b>                                 | <b>33</b> | <b>Commonwealth Bank of Australia</b>               |
| <b>12</b> | <b>BNP Paribas</b>                                   | <b>34</b> | <b>United Overseas Bank Ltd.</b>                    |
| <b>13</b> | <b>China Trust Bank</b>                              | <b>35</b> | <b>Credit Suisse A.G</b>                            |
| <b>14</b> | <b>Shinhan Bank</b>                                  | <b>36</b> | <b>Sberbank</b>                                     |
| <b>15</b> | <b>Citibank N.A</b>                                  | <b>37</b> | <b>Australia and New Zealand Banking Group Ltd.</b> |
| <b>16</b> | <b>Credit Agricole Corporate and Investment Bank</b> | <b>38</b> | <b>Rabobank International</b>                       |
| <b>17</b> | <b>Deutsche Bank</b>                                 | <b>39</b> | <b>National Australia Bank</b>                      |
| <b>18</b> | <b>DBS Bank Ltd.</b>                                 | <b>40</b> | <b>Woori Bank</b>                                   |
| <b>19</b> | <b>Hongkong and Shanghai Banking Corpn. Ltd.</b>     | <b>41</b> | <b>Industrial &amp; Commercial Bank of China</b>    |
| <b>20</b> | <b>J.P.Morgan Chase Bank N.A</b>                     | <b>42</b> | <b>Sumitomo Mitsui Banking Corporation</b>          |
| <b>21</b> | <b>Krung Thai Bank</b>                               | <b>43</b> | <b>Westpac Banking Corporation</b>                  |
| <b>22</b> | <b>Mashreqbank</b>                                   | <b>44</b> | <b>Doha Bank</b>                                    |

Annexure-II

**Manufacturer's Authorization Form**

No.  
To,

Dt:

Dear Sir:

IFT No.:

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

No company or firm or individual other than M/s \_\_\_\_\_ are authorized to tender, and conclude the contract for the above goods manufactured by us, against this specific IFT.

We hereby extend our full guarantee and warranty as per Clause 22 of the General Conditions of Contract for the goods and services offered for supply by the above firm against this IFT.

Yours faithfully,

Authorized Signatory  
(Name of manufacturer)

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

Annexure - III

**AFFIDAVIT CUM UNDERTAKING**

(To be executed on Non-Judicial Stamp Paper of requisite value and duly Notarized)

Tender Reference No.:

Name of Bidder/Firm:

I,.....[Insert Full Name of the Authorized Signatory],  
Son/Daughter of ..... [Insert Father's/Mother's Name],  
aged .....[Insert Age] years, residing at  
.....[Insert Residential Address], and holding  
the position of .....[Designation - e.g.,  
Proprietor / Partner /Director/Authorized Signatory] of M/s.  
.....[Insert Full Legal Name of the Bidding Entity]  
(hereinafter referred to as "the Bidder"), do hereby solemnly affirm and state on oath as follows:

1. Verification of Information and Documents

1. I am fully authorized by the Bidder/Firm to execute this Affidavit and undertake all actions necessary for the submission of the bid for the above-mentioned Tender.

2. I hereby declare that all statements, information, data, facts, documents, certificates, and submissions made by the Bidder in the Technical Bid and the Financial Bid for the aforementioned Tender are absolutely true, correct, accurate, and complete in all respects.

3. The documents submitted are genuine and are not false, forged, fabricated, or manipulated. There is no misrepresentation of facts whatsoever in any part of the bidding document.

2 . Acknowledgment of Consequences and Legal Liability

I/We fully understand and hereby acknowledge that:

1. If any statement made in this Affidavit or any information or document furnished by the Bidder, at any stage of the bidding process or during the execution of the resultant contract, is found to be false, fabricated, forged, misleading, or incorrect, the Tender Accepting Authority/Procurement Entity shall be entitled to take all necessary action, including but not limited to:

- a) Immediate rejection of the Bid.
- b) Termination of the Contract and forfeiture of the Security Deposit/Performance guarantee, if the misrepresentation is discovered after the award of the contract.
- c) Initiation of legal proceedings for civil, criminal, and pecuniary liabilities.

2. I/We shall be liable for prosecution under Section 23 (Penalty) of the Karnataka Transparency in Public Procurements Act, 1999 (KTPP Act), and any other relevant laws of India, for providing false or misleading information.

3. The Bidder/Firm shall be liable to be Blacklisted/Debarred from participating in any future Tenders/Procurements of the Procurement Entity, or any other Government entity as per the relevant provisions of the KTPP Act and the KTPP Rules. Such debarment may be for a period as decided by the competent authority



### 3. Binding Nature

This undertaking is legally binding on the Bidder, its successors, assigns, and legal representatives. What is stated above is true and correct to the best of my knowledge and belief, and nothing material has been concealed therefrom.

#### VERIFICATION

Verified at [Insert City Name] on this [Insert Day - e.g., 5th] day of [Insert Month - e.g., November], [Insert Year - e.g., 2026].

#### DEPONENT

(Signature of the Authorized Signatory)

Name: [Insert Full Name]

Designation: [Insert Designation]

Name of Bidder/Firm: [Insert Full Legal Name of the Bidding Entity]

[Affix Company Seal Here]

SIGNATURE OF PERSON SIGNING TO BE ATTESTED OR NOTARISED

**Annexure-IV**  
**LAND BORDER SHARING DECLARATION**  
Annexure to Bid Form: Eligibility Declarations

(To be submitted as part of tender/Technical Bid)  
(on company letter head)  
(Along with supporting documents, if any)

Tender Document No.

Tender Title:

Bidder's Name: (Address and contact details)

Bidder's Reference No.

Date:

**Restrictions on procurement from Bidders from a country or countries or a class of countries under Rule 144(xi) of the General Financial Rules 2017**

“We have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.”

**Penalties for false or misleading declarations:**

We hereby confirm that the particulars given above are factually correct and nothing is concealed and also undertake to advise any future changes to the above details. We understood that any wrong or misleading self-declaration by us would be violation of Code of integrity and would be a ground for debarment and further legal action in accordance with law.

(Signature with date)

(Name and designation)

Duly authorized to sign Bid for and on behalf of