

KARNATAKA SOAPS AND DETERGENTS LIMITED

(A Government of Karnataka Undertaking)
27, Industrial Suburb, Bengaluru -Pune Highway,
Rajajinagar, Bengaluru – 560055

Telephone No.: 080 – 22164879, 22164886 e-mail ID:
ksdl.dgmmtls@gmail.com

* 1% of EMD or amount mentioned against the item in tender document shall be furnished on the total contract value **as specified in e-procurement portal.**

* 5% of security deposit in the form of RTGS/NEFT shall be paid by the successful bidder on the total contract value to company account on acceptance of LOI. Details of KS&DL Bank account is as below:

STATE BANK OF INDIA,
SME BRANCH
Rajaji Nagar Industrial Estate,
CURRENT ACCOUNT NO: 33841000861
IFSC Code: SBIN0004230,
BRANCH CODE NO: 04230
Bengaluru – 560010.

Checklist appended at **Appendix A** (Technical Bid) is to be filled up and uploaded along with tender document

Tender documents may be downloaded from e-Procurement website <https://kppp.karnataka.gov.in/> Interested tenderers can participate in the tender by logging on to the website <https://kppp.karnataka.gov.in/> Also may contact Help line No: 080- 46010000 /68948777, email support@eprochelpdesk.com.

Karnataka Soaps & Detergents Limited (KS&DL) will not be responsible for any website related issues like, last date of submission, non-receipt of the same and for any such reasons.

Earnest money deposit (EMD) will have to be in the way of e payment in the e-procurement portal (MSE's are exempted from payment of EMD as per the GO No. FD 850 Exp-12/2015 Date: 15-12-2016 i.e. Micro and Small Enterprises registered with NSIC under a single point vendor registration scheme, shall be facilitated by providing tenders sets free of cost exempting from payment of Earnest Money Deposit during purchases by all Government Department and State owned PSU's) and shall have to be valid for 135 days i.e. 45 days beyond the validity of the tender.

SECTION I. INVITATION FOR TENDERS (IFT)

1. The *Karnataka Soaps & Detergents Limited* invites tenders from eligible tenderers for the supply of material as mentioned in the e-portal.
2. The tenderers including MSE may submit tenders for the goods given above. Tenderers are advised to note the qualification criteria specified in the technical bid format at **Appendix - A** and Section VII to qualify for award of the contract.
3. Tender documents (and additional copies) may be downloaded from the website <https://kppp.karnataka.gov.in/>
4. Tender bid must be accompanied by Earnest money deposit. This will have to be in the way of e payment in the e-procurement portal (MSE's are exempted from payment of EMD) and shall have to be valid for 45 days beyond the validity of the tender.
5. 3% of security deposit on the total contract value in the form of RTGS/NEFT shall be paid by the bidder on acceptance of LOI on the total contract value to company account.

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6. MSE's are exempted from payment of EMD as per the GO No. FD 850 Exp-12/2015 Date: 15-12-2016 i.e. Micro and Small Enterprises registered with NSIC under a single point vendor registration scheme, shall be facilitated by providing tenders sets free of cost exempting from payment of Earnest Money Deposit during purchases by all Government Department and State-owned PSU's.

Note1:

Declaration of MSE Registered with NSIC as prescribed in **Appendix - E** is to be filled and valid NSIC certificate in the format as indicated in **Appendix -H** has to be uploaded compulsorily if not technical bid will be rejected.

Note 2:

Bidder must upload a valid NSIC Certificate at the time of validation of Certificate in the link provided by e-procurement portal web page, if not the bid will be rejected.

7. Awarded bidder/supplier has to submit pre-shipment sample as per the quantity specified in the tender document within 5 days of signing of the purchase order. In case of failure of quality test of first pre-shipment sample, the awarded bidder/supplier will be given another opportunity to submit second pre-shipment sample and thereafter, the third (final) pre-shipment sample of the same quantity which should be adhered within a total maximum period of 15 days, from the date of rejection and intimation to the supplier of first pre-shipment sample rejection.

In case third pre-shipment sample fails to qualify the quality test, then the PO will be cancelled, contract will be terminated as per tender contract terms and recovery suit will be filed against the default supplier for the entire tender value and also for the extra cost incurred in the next tender. KS&DL further will debar the default supplier from participating in material as specified in e-portal tender of KS&DL for next year tender with penalty of forfeiture of EMD, Security Deposit and Performance security.

8. Eligibility Criteria:

- 8.1 (a) The average annual financial turnover of the tenderer (Non MSEs) should be usually not less than estimated cost of the quantity in the tender document in the last three preceding financial years i.e. 2022-23, 2023-24 and 2024-25.

(b) For, the tenderer qualified as Micro or Small enterprises (MSEs) as certified by NSIC the average annual financial turnover of the tenderer should be usually not less than 50% of estimated cost of the quantity in the tender document in last two preceding financial years i.e., 2023-24 and 2024-25. [NSIC Certificate to be uploaded compulsorily]

(c) For 8.1 (a) & (b), the bidder shall upload a copy of audited Profit and Loss Accounts and Balance sheet duly certified by Chartered Accountant and ITR for the years mentioned above as proof in this regard. Failure to upload documents as per Clause 8.1 (a) (b) & (c) of Section 1, the bid will be rejected.

(d) KS&DL reserves the right to seek clarification on the documents uploaded in technical bid at **Appendix- A**. Decision to seek such clarifications on the documents uploaded by the KS&DL shall be final and binding on the bidder/bidders and no further legal action shall lie on the same. Documents sought by KSDL should be given by the bidder within 2 days, if not the bid will be rejected.

- 8.2 Applicable GST / GST Registration number and copy of RC has to be uploaded. Failure to upload documents, the bid will be rejected.
- 8.3 Tenderer has to quote for entire tender quantity and mention the mode of supply at company premises; otherwise, the bid shall be liable for rejection
- 8.4 Tenderer should upload all the documents specifically mentioned in the eligibility criteria along with the technical bid to comply with the technical and commercial conditions, failing which the bid will be rejected.
- 8.5 If found that the tenderer has submitted fraudulent, incorrect, misleading and forged documents, KS&DL shall reject the technical bid, forfeit the EMD along with security deposit and if the same is found any time during the contract tenure KS&DL reserves right to cancel the PO, forfeit both Security deposit and performance security and terminate the contract. Under both circumstances mentioned, KS&DL shall debar the bidder/supplier in participating in the next tender in respect of the material mentioned in the tender bid.
- 8.6 (a) The bid price by the successful bidder and negotiated by the PNC shall be the bid price for a period of 12 months from the date of issue of Purchase Order.
- (b) The tender quantity may vary 25% either way of the requirement as indicated in the tender bid. Bid price shall be the same as mentioned in clause 8.6 (a) of Section 1.
- 8.7 Tenderer has to fill up the technical bid format as per prescribed format Only.
- 8.8 Tenderer to undertake that the entire information furnished /given to KS&DL in their technical bid along with the attachments/documents are true to the best of bidder's knowledge and belief and nothing therein is false. (Declaration to be filled as per **Appendix -D**)
- 8.9 Tenderer to confirm/undertake that they have not been banned or debarred by any of Government/quasi-government agencies/public sector undertakings. (Declaration to be filled as per **Appendix-F**).
- 8.10 If the tenderer is Authorized agent, the tenderer to submit Manufacturers Authorization letter along with the documents as mentioned in **Section XIII** of this Tender Bid, if not the bid will be rejected. If the tenderer is a Manufacturer, the tenderer to submit the Manufacturer Declaration letter along with the documents as

mentioned in **Section XIV** of this Tender Bid, if not the Bid will be rejected.

- 8.11 Tenderer if authorized agent to confirm/undertake that the details in Schedule XIII are true to the best of bidder's knowledge and belief and nothing therein is false. (Declaration to be filled as per **Appendix – P**)
- 8.12 Tenderer if Manufacturer to confirm/undertake that the details in Schedule XIV are true to the best of bidder's knowledge and belief and nothing therein is false. (Declaration to be filled as per **Appendix – Q**)
- 8.13 Tenderer to furnish Satisfactory Certificate as per **Schedule XV**, if not the bid will be rejected and also undertake that details given are true to the best of bidder's knowledge and belief and nothing therein is false. (Declaration to be filled as per **Appendix – R**)
- 8.14 Restriction of Public Procurement from Bidders of Certain Countries as per GO FD 455 EXP-12-2020 Date: 01-04-2023.
- 8.15 Tenderer to undertake acceptance of all terms & conditions of the tender document and technical bid document. (Declaration to be filled as per **Appendix- G**).
9. On becoming the successful bidder, KS&DL will generate the Letter of Intent through e-portal to the successful bidder. (Format at **Appendix – J**)
10. The successful bidder has to send a letter of acceptance of the LOI in their letterhead duly signed and sealed by the Authorized Signatory within the period of 5 days of issue of LOI by e-mail to **ksdl.dgmmtls@gmail.com/e portal** in the format enclosed at **Appendix – K** to KS&DL.
11. On submission of LOA, the successful bidder has to submit 5% Security deposit of the contract value in the form of RTGS/NEFT to KS&DL, Bank account of an amount which will be intimated for being successful bidder **within 5 days** from the date of submission of LOA. Details of KS&DL Bank account is as below:

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12. On submission of Security deposit, the awardee bidder should execute the Contract/Purchase Agreement on an e-stamp paper of Rs.1000/- as per the format at **Appendix – ‘N’**. The original signed copy has to reach KS&DL within 7 days from the date of submitting of Security Deposit (Awardee bidder to pay the amount mentioned in the e-stamp as per the prevailing rate from time to time).
13. After the submission of LOA, depositing of Security amount & execution of Contract Agreement/Purchase agreement, the awardee bidder shall be issued a Purchase Order by KS&DL. Awardee bidder to sign the Purchase order in original and send one copy to KS&DL **within 3 days** from the date of issue of purchase order.
14. Signing of Purchase order by the awardee bidder shall constitute a concluded contract as per Clause 29.2 of Section II: Instruction to Tenderers and clause 3.6 of Section IV: Special Condition to Contract.
15. If the bidder withdraws his bid before the last date of submission of bid, his bid will be rejected.
16. If the bidder withdraws after the deadline of submission of bid, then bid will be rejected and EMD will be forfeited. Bid cannot be rejected after opening of Technical bids.
17. After opening of the Financial bid, the successful bidder L1 withdraws his bid OR does not to comply with the Clause 1 to 14 of Section I: Invitation for Tenders of Tender Document within the stipulated time prescribed therein, not complying with the technical bid terms after having accepted the same and any other default, KS&DL shall reject the technical bid and forfeit EMD along with Security Deposit and also initiate appropriate legal action of which the jurisdiction is Bangalore. KS&DL shall also debar the bidder for further one year in participating in material as specified in e-portal KS&DL for any default in complying with section 1 of tender bid.
18. The awarded bidder/supplier shall execute 3% of the total contract value of tender as performance security which is to be paid in the form of RTGS/NEFT in favor of KS&DL, Bangalore of an amount. which will be intimated for being successful bidder **within 21 days** of signing of Purchase order. Details of KS&DL Bank account is as below:

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19. In the event of failure by the awarded bidder/supplier to execute 3% of performance security within the prescribed time, KS&DL shall forfeit EMD and Security Deposit immediately and levy penalty of 0.5 percentage of the performance security amount per week till the performance security is paid to KS&DL. KS&DL has liberty to cancel the PO and terminate the contract in this regard and the decision shall be final and binding of parties. KS&DL shall initiate recovery proceedings as per the terms & conditions of the contract.
20. All the dates mentioned in Section 1 of Invitation for Tender and Technical bid at **Appendix -A** are exclusive of Bank Holidays and Restrictive holidays of the State of Karnataka. Any deviation of the specified dates other than those mentioned in this clause, the technical bid will be rejected by KS&DL.
21. If a concern/firm/company whose product has been declared as of spurious or adulterated quality and any criminal case is filed and pending in this regard before any court shall not be eligible to participate for tender bid for the product specified in e-procurement portal. Similarly convicted firm/company shall also not be eligible to participate in Bid. (Declaration to be filled as per **Appendix- L**)
22. Bidders to fill the declaration form at **Appendix – D, E, F, G, I, K, L, M, P, Q and R** in letterheads and to be sealed and signed by the bidder mentioning his position as mentioned in the technical bid. If the bidder has not submitted the declaration in the prescribed manner as stated herein, the bid shall be rejected.
Note:
 - a. Seal of the Bidders Company in letterhead
 - b. Sign by the Bidder mentioning his position i.e. Partner, Owner etc., in the Company in the letterhead and is responsible for further legal aspects
 - c. Name of the Bidder to be mentioned below his signature in Letter head
23. KS&DL reserves its right to initiate action as per Section 14(A) and Rule 26(A) of Karnataka Transparency in Public Procurement, 2000.
24. **Electronic Reverse Auction** – The bid will be subjected to Electronic Reverse Auction as per GO: FD680 Exp- 12/2022 dated 02.01.2025 and as per the provisions of the Karnataka Public Procurement e-portal.

SECTION II: INSTRUCTIONS TO TENDERERS

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SECTION II: INSTRUCTION TO TENDERERS

A. Introduction

1. Eligible Tenderers

1.1. Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.

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

2. Cost of Tendering:

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

B. The Tender Documents

3. Contents of Tender Documents

3.1. The material/goods/equipments required, tendering procedure terms are contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include:

- 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 and Price Schedules;
- g. Earnest Money Deposit Form;
- h. Contract Form;
- i. Performance Security Form;
- j. Bank guarantee/Indemnity Form
- k. Performance Statement Form
- l. Manufacturer's Authorization Form; an
- m. Equipment and Quality Control Form

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

4. Clarification of Tender Documents

- 4.1. A prospective Tenderer requiring any clarification of the tender documents may notify the Purchaser in writing or by telex or cable or fax at the Purchaser's mailing address indicated in the Invitation for Tenders. The Purchaser will respond in writing to any request for clarification of the tender documents which it receives not later than 15 days prior to the deadline for submission of tenders prescribed by the company. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers which have received the tender documents to the company .

5. Amendment of Tender Documents

- 5.1 At any time prior to the deadline for submission of tenders, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendment notified accordingly.
- 5.2 All prospective tenderers who have received the tender documents will be notified of the amendment in e portal or in writing or by cable or by fax, and will be binding on them.
- 5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Purchaser, at its discretion, may extend the deadline for the submission of tenders

C. Preparation of Tenders

6. Language of Tender

- 6.1 The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translation shall govern.

7. Documents Comprising the Tender

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

- (i) A Tender Form and a Price Schedule completed in accordance with ITT Clauses 8, 9 and 10;
- (ii) Documentary evidence established in accordance with ITT Clause 11 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (iii) Documentary evidence established in accordance with ITT Clause 12 that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the tender documents; and
- (iv) Earnest money deposit furnished in accordance with ITT Clause 13.

8. Tender Form

8.1. The Tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the description & specifications materials/ goods/ equipments to be supplied, a brief description of the goods, their country of origin, quantity and prices.

9. Tender Prices: This should not be mentioned in the technical bid wherein the financial bid is to accompanied separately.

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

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

- (i) the price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable
 - a. on components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or
 - b. on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.

- (ii) any Indian duties, sales and other taxes/GST which will be payable on the goods if this Contract is awarded;
- (iii) the price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and
- (iv) the price of other incidental services listed in Section IV of the Special Conditions of Contract.

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

9.4 Prices quoted by the Tenderer shall be fixed during the Tenderer'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, pursuant to ITT Clause 22.

10. Tender Currency

10.1. Prices shall be quoted in Indian Rupees

11. Documents Establishing Tenderer's Eligibility and Qualifications

11.1. Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the Contract if its tender is accepted

11.2. The documentary evidence of the Tenderer's qualifications to perform the Contract if its tender is accepted, shall establish to the Purchaser's satisfaction:

- a. That, in the case of a Tenderer offering to supply goods under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer should have authorization (as per authorization form in Section XIII) by the goods' Manufacturer or producer to supply the goods in India.
- b. That the Tenderer has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VII, for justification all tender 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 equipment offered and on those of similar nature within the past

three/five years² and details of current contracts in hand and other commitments (suggested proforma given in Section XII);

12. Documents Establishing Goods' Eligibility and Conformity to Tender Documents

12.1 Pursuant to ITB Clause 7, the Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all goods and services which the tenderer proposes to supply under the contract.

12.2 The documentary evidence of conformity of the materials/goods/equipments 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 goods ;
- b. A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the use of the goods by the Purchaser; and
- c. An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

12.3 For purposes of the commentary to be furnished pursuant to ITT Clause 12.2(c) above, the Tenderer shall note that standards for workmanship, materials/ goods/ equipments, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names and/or catalogue numbers in its tender, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

13. Earnest Money Deposit

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

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

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

- a. ~~At the tenderer's option, be in the form of digital transfer to the e-procurement portal account either a certified check, pay order, letter of credit, a demand draft, or a bank guarantee from a Nationalized/Scheduled Bank located in India or specified small savings instruments; (Deleted)~~
 - b. The bank guarantee be substantially in accordance with the form of earnest money deposit included in Section VIII or other form approved by the Purchaser prior to tender submission;
 - c. Be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITT Clause 13.7 are invoked;
 - d. Be submitted in its original form; copies will not be accepted; and
 - e. Remain valid for a period of 45 days beyond the original validity period of tenders, or beyond any period of extension subsequently requested under ITT Clause 14.2.
- 13.4 Any tender not secured in accordance with ITT Clauses 13.1, 13.2 and 13.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 22.
- 13.5 Unsuccessful Tenderer's earnest money deposit will be discharged/ returned as promptly as possible as but not later than 30 days after the expiration of the period of tender validity prescribed by the Purchaser, pursuant to ITT Clause 14.
- 13.6 The successful Tenderer's earnest money deposit will be discharged upon the Tenderer signing the Contract, pursuant to ITT Clause 30, and furnishing the performance security, pursuant to ITT Clause 31.
- 13.7. The EMD amount shall be forfeited:
if a Tenderer
- (i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or
 - (ii) does not accept the correction of errors pursuant to ITT Clause 22.2;
or
- 13.8. Security Deposit shall be forfeited. in case of a successful Tenderer, if the Tenderer fails:
- (i) To sign the Contract in accordance with ITT Clause 30; or
 - (ii) To furnish performance security in accordance with ITT Clause 31.
 - (iii) Other legal action shall be initiated in accordance with the law.

14. Period of Validity of Tenders

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

14.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The earnest money deposit provided under ITT Clause 13 shall also be suitably extended accordingly. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer consenting to the request will not be required or permitted to modify its tender.

15. Format and Signing of Tender (Not applicable for e-Tender):

15.1 The Tenderer shall prepare two copies of the tender, clearly marking each "Original Tender" and "Copy Tender", as appropriate. In the event of any discrepancy between them, the original shall govern.

15.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the Tenderer through DSC or a person or persons duly authorized to bind the tenderer to the Contract. The original & Copies of the tender should be signed by the tenderer on all the pages by digital signature as prescribed under IT act. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

15.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the tender.

15.4 The Tenderer shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender, and to contract execution if the Tenderer is awarded the contract.

i. Submission of Tenders

16. Sealing and Marking of Tenders (Not applicable for e-Tender):

16.1 The Tenderers shall seal the original and each copy of the tender in separate inner envelopes, duly marking the envelopes as "original" and "copy". He shall then place all the inner envelopes in an outer envelope.

16.2 The inner and outer envelopes shall:

- a. be addressed to the Purchaser at the following address:
- b. bear the Project Name, the Invitation for Tenders (IFT) title and number,

and a statement "Do not open before — hours on —."

16.3 The inner envelopes shall also indicate the name and address of the Tenderer to enable the tender to be returned unopened in case it is declared "late".

16.4 If the outer envelope is not sealed and marked as required by ITT Clause 16.2, the Purchaser will assume no responsibility for the tender's misplacement or premature opening.

16.5 Telex, cable or facsimile tenders will be rejected

17 Deadline for Submission of Tenders

17.1 Tenders must be received by the Purchaser at the address specified under ITT Clause 16.2 (a) no later than the time and date specified in the Invitation for Tenders (Section I). In the event of the specified date for the submission of Tenders being declared a holiday for the Purchaser, the Tenders will be received upto the appointed time on the next working day.

17.2 The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITB Clause 5, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

18 Late Tenders (Not applicable for e-Tender):

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

19 Modification and Withdrawal of Tenders (Not applicable for e-Tender):

19.1 The Tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of tenders.

19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITT Clause 16. A withdrawal notice may also be sent by telex or cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of tenders.

19.3 No tender may be modified subsequent to the deadline for submission of tenders.

19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its earnest money deposit, pursuant to ITT Clause 13.7.

ii. Tender Opening and Evaluation of Tenders

20 Opening of Tenders by the Purchaser((Not applicable for e-Tender):

20.1 The Purchaser will open all tenders, in the presence of Tenderers' representatives who choose to attend and who are present in person, at the time given by the purchaser at the purchaser premises.

20.2 The Tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced of the tender.

20.3 Tenders (and modifications sent pursuant to ITT Clause 19.2) that are not opened and read out at tender opening shall not be considered further for evaluation, irrespective of the circumstances.

20.4 The Purchaser will prepare minutes of the tender opening.

21 Clarification of Tenders

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

22 Preliminary Examination

22.1 The Purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order. Tenders from Agents, without proper authorization from the manufacturer as per Section XIII, shall be treated as non-responsive.

22.1.1 Where the Tenderer has quoted for more than one schedule, if the tender security furnished is inadequate for all the schedules, the Purchaser shall take the price tender into account only to the extent the tender is secured. For this purpose, the extent to which the tender is secured shall be determined by evaluating the requirement of tender security to be furnished for the schedule included in the tender (offer) in the serial order of the Schedule of Requirements of the Tender document.

22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained

by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lowest of the two will prevail. If the supplier does not accept the correction of errors, its tender will be rejected and its EMD may be forfeited.

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

22.4 Prior to the detailed evaluation, pursuant to ITT Clause 23, the Purchaser will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6), Warranty (GCC Clause 14), Force Majeure (GCC Clause 24), Limitation of liability (GCC Clause 28), Applicable law (GCC Clause 30), and Taxes & Duties (GCC Clause 32) will be deemed to be a material deviation. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

23 Evaluation and Comparison of Tenders

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

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

Any allowance for price adjustment during the period of execution of the Contract, if provided in the Tender (Not applicable)

23.3 The Purchaser's evaluation of a tender will take into account, in

addition to the tender price (Ex- factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITT Clause 23.4 and in the Technical Specifications:

- a. Cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;
- b. Delivery schedule will be intimated as per production requirement
- 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 goods / equipment offered in the tender;
- f. The projected operating and maintenance costs during the life of the equipment; and
- g. The performance and productivity of the equipment offered.

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

- a. Inland Transportation, Insurance and Incidentals:
 - (i) Inland transportation, insurance and other incidentals for delivery of goods to the final destination as stated in ITT Clause 9.2 (iii). The above costs will be added to the tender price.
- b. Delivery Schedule:

Delivery schedule will be intimated as per production requirement
- c. Deviation in Payment Schedule: The Special Conditions of Contract stipulate the payment schedule offered by the Purchaser. If a tender deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the tender will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the tender as compared to those stipulated in this invitation, at a rate which is commercial Bank rate of interest plus 2% per annum.
- d. Cost of Spare Parts: (Not applicable)
 - (i) Appendix to the Technical Specifications lists the items and quantities of major assemblies, components and selected items of spare parts, likely to be required during the initial year period of

operation of the plant. The total cost of these items and quantities at the unit prices quoted in each bid will be added to the tender price.

3 Specify a period which is not more than twice the desired delivery period.

4 Specify commercial Bank rate of interest plus 2% K/G-2 Goods/Equipment/Open tender/> Rs.10 lakhs,<50 lakhs 12

OR

- (ii) The Purchaser will draw up a list of high usage and high value items of components and spare parts along with estimated quantities of usage in the initial year period of operation. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Tenderer and added to the tender price.

OR

- (iii) The Purchaser will estimate the cost of spare parts usage in the initial year period of operation, based on information furnished by each tenderer as well as on past experience of the Purchaser or other Purchasers in similar situations. Such costs shall be added to the tender price for evaluation.
- e. Spare Parts and After Sales Service Facilities in India: (Not applicable)
The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined elsewhere in the tender documents, if quoted separately, shall be added to the tender price.
- f. Operating and Maintenance Costs: (Not applicable)
Since the operating and maintenance costs of the equipment under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated as follows:
 - (i) fuel costs shall be based on kms/hours of operation per year for years at a fuel price of Rs.....;
 - (ii) spare parts costs shall be based on kms/hours of operation based on the guaranteed figures provided by the Tenderer in response to of the Technical Specifications or based on past actual figures for similar equipment already in use with the Purchaser; and
 - (iii) all future costs will be discounted to present value at a discount factor of .10 percent.
- g. Performance and Productivity of the Equipment: (Not applicable)
 - (i) Tenderers shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in performance or efficiency below the norm of 100, an adjustment of Rs..... will be added to the tender price, representing the capitalized cost of additional operating costs over the life of the plant using the methodology specified in the Technical Specifications; OR
 - (ii) Goods offered shall have a minimum productivity specified under the relevant provisions in Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid and adjustment will be added to the tender price using the methodology specified in the Technical Specifications.

24. Contacting the Purchaser

- 24.1 Subject to ITT Clause 21, 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.
- 24.2 Any effort by a Tenderer to influence the Purchaser in its decisions on tender evaluation, tender comparison or contract award may result in rejection of the Tenderer's tender.

F. Award of Contract

25. Post qualification

- 25.1 The Purchaser will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 11.2 (b) and is qualified to perform the contract satisfactorily.
- 25.2 The determination will take into account the Tenderer's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 11, as well as such other information as the Purchaser deems necessary and appropriate.
- 25.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender.

26. Award Criteria

- 26.1 Subject to ITT Clause 28, the Purchaser will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated responsive tender (LREB), provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

27. Purchaser's right to vary Quantities at Time of Award

- 27.1 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.

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

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

29. Notification of Award

- 29.1 Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer in procurement portal and also writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, to the successful bidder.
- 29.2 The notification of award will constitute the formation of the Contract.
- 29.3 Upon the formation of contract and notification of award, the Purchaser will promptly notify the name of the winning Tenderer to each unsuccessful Tenderer and will discharge its earnest money deposit, pursuant to ITT Clause 13.5 of Sec II: Instruction to Tenderers.
- 29.4 ~~If, after notification of award, a Tenderer wishes to ascertain the grounds on which its tender was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Tenderer. (Deleted)~~

30 Signing of Contract

- 30.1 At the same time as the Purchaser notifies the successful tenderer that its tender has been accepted, the Purchaser will send the Tenderer the Contract Form provided in the tender documents, incorporating all conditions of agreements between the parties.
- 30.2 The successful tenderer shall sign the contract agreement within 21 days on receipt of contract form.

31 Performance Security

- 31.1 Within 21 days of the receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents or in another form acceptable to the Purchaser.
- 31.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 30.2 or ITT Clause 31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit,

in which event the Purchaser may make the award to the next lowest evaluated Tenderer or call for new tenders.

32 Corrupt or Fraudulent Practices

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

Defines, for the purposes of this provision, the terms set forth as follows :

- (i) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;
- (b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract under section 14(b) of the act

32.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 4.4 and sub-clause 23.1 of the General Conditions of Contract.

SECTION III: GENERAL CONDITIONS OF CONTRACT
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SECTION: III – GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

1. Definitions

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

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Supplier;
- (c) "The Goods" means all materials / goods / equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means services ancillary to the supply of the materials / goods / equipment, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Purchaser" means the organization purchasing the materials / goods / equipment, as named in SCC.
- (h) "The Purchaser's country" is the country named in SCC.
- (i) "The Supplier" means the individual or firm supplying the materials / goods / equipment under this Contract.
- (j) "The Government" means the Government of Karnataka State.
- (k) "The Project Site", where applicable, means the place or places named in SCC.
- (l) "Day" means calendar day.

2. Application

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

3. Standards

- 3.1 The 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.

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

- 4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 4.4 The supplier shall permit the Government to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government, if so required by the Government.

5. Patent Rights (Not Applicable)

- 5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6. Performance Security

- 6.1 Within 21 days of receipt of the notification of contract award, the Supplier shall furnish Performance Security to the Purchaser for an amount of 5% of the Contract Value, valid up to 60 days after the date of completion of performance obligations including Warranty obligations.
- 6.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

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

- a. A Bank guarantee or irrevocable Letter of Credit, issued by a Nationalized/Scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser; or
- b. A cashier's check or Banker's certified check, or crossed demand draft or pay order drawn in favour of the Purchaser.; or
- c. Specified small savings instruments pledged to the Purchaser.

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

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

7. Inspections and Tests

7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Tender specifications at no extra cost to the Purchaser. SCC and the Quality/Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted.

7.2 The inspections and tests shall be conducted on the premises of the Purchaser at point of delivery and /or at the Goods final destination. The quality test /check conducted by the Purchaser at its premises will be final. In this regard the decision of the Purchaser is final.

7.3 In case the inspected or tested Goods/ materials / equipment's fail to confirm to the specifications, the Purchaser may reject the goods and the Supplier shall replace the rejected Goods to meet the specifications / requirements at free of cost to the Purchaser's destination without delay and should not affect the production of the purchaser's company, failing which the damages and losses are to be compensated by the awarded tenderer.

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

7.5 Manuals and Drawings

7.5.1 Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals together with drawings of the goods and equipment. These shall be in such detail as will enable the Purchaser to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.

7.5.2 The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.

7.5.3 Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Purchaser

8. Packing

8.1 The Supplier shall provide packing as required by KS&DL 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.

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

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

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

9. Delivery and Documents

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

10. Insurance

- 10.1 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, damages due to natural calamities etc.,

11. Transportation

- 11.1 Where the Supplier is required under the Contract to transport the materials / goods / equipment 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.

12. Incidental Services

- 12.1 The supplier 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 supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
- (d) 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
- (e) 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.

- 12.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

13. Spare Parts

- 13.1 As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:
 - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

13.2 The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within 3 months of placement of order.

14. Warranty

14.1 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.

14.2 This warranty shall remain valid for⁵ hours of operation or 12 months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for 15 months after the date of shipment from the place of loading whichever period concludes earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees 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 SCC Clause 2; 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.⁶

14.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

14.4 Upon receipt of such notice, the Supplier shall, within the period of⁷ 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 12 months.

14.5 If the Supplier, having been notified, fails to remedy the defect(s) within⁸ 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.

15. Payment

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

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

15.3 Payments will be made promptly by the Purchaser but in no case later than forty **five days (45)** after submission of the invoice or claim by the Supplier subject to confirmation of quality & acceptance.

15.4 Payment will be made in Indian Rupees.

16. Prices

16.1 Prices payable to the supplier will be that of the price mentioned in the purchase order and shall be firm during the supply period of the contract.

17. Change Orders

17.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following for which the supplier does not have any objection:

- (a) Specifications, where materials / goods / equipment to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipping or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

18. Contract Amendments

18.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

19. Assignment

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

20. Subcontracts

20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in his original tender or later, shall not relieve the Supplier from any liability or obligation under the Contract. Sub-contracts shall be only for bought out items and sub-assemblies.

20.2 Subcontracts must comply with the provisions of GCC Clause 2.

21. Delays in the Supplier's Performance

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

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

21.3 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon in writing and signed by supplier and purchaser pursuant to GCC Clause 21.2 without the application of liquidated damages.

22. Liquidated Damages:

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

23. Termination for Default

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

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or Purchase Order or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

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

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

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

24. Force Majeure

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

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

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

25. Termination for Insolvency

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

26. Termination for Convenience

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

27. Settlement of Disputes

27.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

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

arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

- 27.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- 27.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.2.3 Notwithstanding any reference to arbitration herein,
 - a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - b. the purchaser shall pay the Supplier any monies due the Supplier.

28. Limitation of Liability

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

29. Governing Language

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

30. Applicable Law

- 30.1 The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be settled at Bengaluru jurisdiction only.

31. Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or through e-mail and confirmed in writing to the other Party's address specified in SCC.

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

32. Taxes and duties

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

SECTION: IV: SPECIAL CONDITIONS OF CONTRACT

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SECTION: IV: SPECIAL CONDITIONS OF CONTRACT
Special Conditions of Contract

The following Special Conditions of Contract setting out specific deviations from the General Conditions of Contract and Instructions to Tenderers. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract and Instructions to Tenderers. The corresponding clause number of the General Conditions and Instructions to Tenderers are indicated in parentheses.

1. Earnest Money Deposit (EMD)

Clause as 13.3 of Section II Of Instruction to Tenderers - EMD will have to be in the way of e payment in the e-procurement portal (MSE's are exempted from payment of EMD as per the GO No. FD 850 Exp-12/2015 Date 15-12-2016 i.e., Micro and Small Enterprises registered with NSIC under a single point vendor registration scheme, shall be facilitated by providing tenderers sets free of cost exempting from payment of Earnest Money Deposit during purchases by all Government Department and State owned PSU's and shall have to be valid for 135 days i.e., 45 days beyond the validity of the tender. Bidders seeking exemption from submission of EMD as per Government guidelines, shall upload relevant documents/copy of the notification (latest) along with the offer in e-procurement portal.

Note: Declaration of MSEs Registered with NSIC as prescribed in **Appendix - E** is to be filled and valid NSIC certificate in the format as indicated in **Appendix -H** has to be uploaded compulsorily if not technical bid will be rejected.

2. Discharge of Earnest Money Deposit (EMD):

In case of successful/awardee/awarded bidder EMD will be discharged upon the payment of 3 % performance security through RTGS/NEFT on KS&DL Bank account. (Clause.13.6 of Section II of Instructions to Tenderers)

Below clause to be added after clause 13.7 (b) (ii) of Section II of Instructions to Tenderers as -

Clause 13.7(b) (iii) – EMD will be forfeited as per clause 15 of Section 1: Invitation for Tenderers.

3. Procedure to be followed in respect of Clause 29, 30 and 31 of Section II of Instructions to Tenderers is mentioned below as clause 3.1 to 3.7

3.1. On becoming the successful bidder, KS&DL will generate the Letter of Intent through e-portal to the successful bidder. (Format at **Appendix – J**).

3.2 The successful bidder has to send a letter of acceptance of the LOI in their letterhead duly signed and sealed by the Authorized Signatory within the period **of 5 days of issue of LOI** by e-mail/hand/post in the format enclosed at **Appendix – K** to KS&DL.

- 3.3 On submission of LOA, the successful bidder has to submit 5% Security deposit of the contract value in the form of RTGS/NEFT to KS&DL, Bank account of an amount **which will be intimated for successful bidder within 5 days** from the date of submission of LOA.

Details of KS&DL Bank account is as below:

STATE BANK OF INDIA,
SME BRANCH
Rajaji Nagar Industrial Estate,
CURRENT ACCOUNT NO: 33841000861
IFSC Code: SBIN0004230,
BRANCH CODE NO: 04230
Bengaluru – 560010.

- 3.4. On submission of Security deposit, the awardee bidder should execute the Contract/Purchase Agreement on an e-stamp paper of Rs.1000/- as per the format at **Appendix – ‘N’**. The original signed copy has to reach KS&DL **within 7 days** from the date of submitting of Security Deposit (Awardee bidder to pay the amount mentioned in the e-stamp as per the prevailing rate from time to time).
- 3.5 After the submission of LOA, depositing of Security amount & execution of Contract Agreement/Purchase agreement, the awardee bidder shall be issued a Purchase Order by KS&DL. Awardee bidder to sign the Purchase order in two originals and send the same to KS&DL **within 3 days** from the date of issue of purchase order.
- 3.6 Signing of Purchase order by the awardee bidder shall constitute a concluded contract as per Clause 29.2 of Section II: Instruction to Tenderers and clause 3.6 of Section IV: Special Condition to Contract.
- 3.7 The awarded bidder/supplier shall execute 3% of the total contract value of tender as performance security which is to be paid in the form of RTGS/NEFT in favor of KS&DL, Bangalore of an amount which will be intimated for successful bidder **within 21 days** of signing of Purchase order. Details of KS&DL Bank account is as below:

STATE BANK OF INDIA,
SME BRANCH
Rajaji Nagar Industrial Estate,
CURRENT ACCOUNT NO: 33841000861
IFSC Code: SBIN0004230,
BRANCH CODE NO: 04230
Bengaluru – 560010.

- 3.8 KS&DL shall return the Security Deposit on the following grounds:
- upon certification of Satisfactory Completion from QAD with respect to quality parameters as per specification.

- b. Upon certification of Satisfactory Completion from Stores Department with respect to in time delivery of material as per the schedule given from Materials.
- c. Upon certification of Satisfactory Completion of material delivery with respect to overall performance during the period of contract from Materials department
- d. Upon the production of certificates mentioned in this clause, security deposit will be returned after approval from the Competent Authority.
- e. No interest will be paid by KS&DL on return of Security deposit for unsuccessful tenderers.

4. Performance Security:

Clause 6.1 (i) of Sec III of General Conditions of Contract - The awarded bidder/supplier shall execute 3% of the total contract value of tender as performance security and paid in the form of RTGS/NEFT in favor of KS&DL, Bangalore within 21 days of acceptance of Purchase order. Details of KS&DL Bank account is as below:

STATE BANK OF INDIA,
SME BRANCH
Rajaji Nagar Industrial Estate,
CURRENT ACCOUNT NO: 33841000861
IFSC Code: SBIN0004230,
BRANCH CODE NO: 04230
Bengaluru – 560010.

Clause 6.1 (ii) of Sec III of General Conditions of Contract - In the event of failure by the awarded bidder/supplier to execute 3% of performance security within the prescribed time, KS&DL shall forfeit EMD and Security Deposit immediately and levy penalty of 0.5 percentage of the performance security amount per week till the performance security is paid to KS&DL. KS&DL has liberty to cancel the PO and terminate the contract in this regard and the decision shall be final and binding of parties. KS&DL shall initiate recovery proceedings as per the terms & conditions of the contract.

5. Definitions (Clause. 1 of Section III of General Conditions to Contract)

- (a) The Purchaser is KS&DL
- (b) The Supplier is awarded bidder

6. Inspection and Tests

Clause 7.1 (i)-Pre-Shipment Sample: Awarded bidder/supplier has to submit pre-shipment sample as per the quantity specified in the tender document within 5 days of signing of the purchase order. In case of failure of quality test of first pre-shipment sample, the awarded bidder/supplier will be given another opportunity to submit second pre-shipment sample and thereafter, the third (final) pre- shipment sample of the same quantity which should be adhered within a total maximum period of 15 days, from the date of rejection and intimation to the supplier of first pre-shipment sample rejection.

In case third pre-shipment sample fails to qualify the quality test, then the PO will be cancelled, contract will be terminated as per tender contract terms and

recovery suit will be filed against the default supplier for the entire tender value and also for the extra cost incurred in the next tender. KS&DL further will debar the default supplier from participating in material as specified in e-portal tender of KS&DL for next year tender with penalty of forfeiture of EMD, Security Deposit and Performance security.

Clause 7.2 (ii) - For Supply sample: The supply samples from actual consignment/supply will be tested at KS&DL Lab, Bengaluru. Lab reports should conform to the specification given, upon which the same material will be accepted at KS&DL. Supply Sample test reports decision taken by KS&DL is final and binding on the bidders and no further legal action shall lie on the same

7. Delivery and Documents

Addition to Clause 9 of Section III of General Conditions of Contract –

- 9.1 The delivery date mentioned in the Purchase order should be adhered to until and unless modified or altered by KS&DL. Earlier delivery or partial delivery requires the Purchaser's prior written consent. For the avoidance of any doubt, it is assumed that the emergency unloading of the goods by the Purchaser, imposed by the requirements of safety rules is not treated as a receipt of the subject of the order.
- 9.2 Delivery will be accepted at the Purchasers Factory premises only before 5.00 PM on working days. The Purchaser reserves the right to amend/alter the delivery schedule depending on its production requirement.
- 9.3 In case of the supply of goods the ownership title passes to the Purchaser when the goods are unloaded at the destination at the Purchaser's premises or at another location indicated by the Purchaser. Ownership title to Purchasers will be purely based on the conformance of the Quality specification of the supplied goods as per the technical specifications mentioned in the tender agreement and acceptance by purchasers Quality Assurance Department.
- 9.4 The Supplier is obliged to attach to each delivery a set of documents, in particular:
- a) Certificate of Analysis
 - b) Manufactures label on the package/goods.
 - c) Invoice in Quadruplicate addressed to Head of Account Department, KS&DL mentioning purchase order number and date, number of items, value.
 - d) E- Way bill.
 - g) Any other documents specified by purchaser prior to delivery.
 - h) Any other relevant documents.
- 9.5 The Supplier has to indicate the manufacturing and expiry date on their supplies which is mandatory, expiry date should be at least for a **minimum 2 year** from the date of Supply. The Purchases are at liberty to amend/alter the delivery schedule depending on its production requirement

9.6 The Supplier must intimate Purchaser once goods are ready for shipment and Supplier shall arrange for transit insurance. The supplier is responsible for arranging the transit insurance at their own cost and risk. The Goods supplied under this Agreement shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

8. Supply Terms –

- 8.1 The Supplier acknowledges that he is aware of the fact that it is usual practice for the Purchaser to inspect all materials on delivery as the Purchaser relies on the report of quality assurance of KS&DL towards acceptance of supplied goods.
- 8.2 All removal, destruction, storage, disposal and other costs relating to or arising out of defective or non-conforming products shall be at the Supplier's cost and responsibility.
- 8.3 Products are prepared and packed for shipment so as to prevent damage, contamination or deterioration of the products by the supplier;
- 8.4 In case of Palletised deliveries, the supplier shall pack the same neatly with no overhang; pallets shall be stable and protected with an impermeable wrap covering the entire pallet load;
- 8.5 The Products shall be transported in clean, hygienic, physically sound conditions by the supplier.
- 8.6 The Supplier should supply the minimum three months of required quantity in 1st Consignment of materials within 30 days from the date of issue of Purchase order/Delivery schedule. Subsequent consignments should be delivered to the Purchaser's delivery point within 15 days from the date of issue of delivery schedules.
- 8.7 Any document executed herein between the parties, shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under this agreement if so required by the Purchaser.

9. Payment to Supplier (Clause 15 of Section III OF General Conditions of Contract modified as below)

Clause 15.1 - The prices indicated in the Tender and accepted by the supplier is valid and shall be binding on the purchaser and the supplier for a period of 12 months from the date of issue of Purchase order. All other costs related to the implementation of the Order (including door delivery costs to the KS&DL premise), packaging costs, security, insurance, costs of necessary documents and other necessary incidental shall be borne by the Seller.

Clause 15.2 – The Purchaser and Supplier both have agreed upon for the total supply of the ordered quantity of materials, however, payments will be made within 45 days from the date of delivery to the Purchaser of the original of the

correctly issued invoice/bill and on acceptance of material by QAD. Payments will be made by online transfer to the account indicated by the Supplier on the invoice. The day of debiting the Purchaser's bank account shall be considered as the day of payment.

Clause 15.3 - The Supplier is obliged to issue an invoice/bill in the currency indicated in the order. The change of currency may take place upon consent of the Purchaser, who will determine the terms.

Clause 15.4 - The preferred form of invoice delivery is the original invoice sent to the address of the Purchaser.

Clause 15.5 - Each Party shall bear the taxes as per applicable laws of India. The Purchaser shall not be liable for Suppliers' default in uploading and paying taxes as per law and Seller indemnifies the Purchaser for any mismatch of form of GST etc. arising at the default of the Supplier.

10. Delays in the Supplier's Performance and material rejection -

Additional Clause no. 21.4: The supplier is given only two chances for delayed supply in the entire duration of contract and two chances in quality assurances in actual supply in the entire duration of contract. Penalty under Clause 22 in General Conditions of Contract will be levied for the delayed goods.

- i) If supply is delayed on third instance, the supplier's PO will be cancelled, performance security along with security deposit will be forfeited and contract will be terminated and recovery along with other proceedings will be initiated as per the tender contract.
- ii) If any rejections due to quality parameters as per specification not matching on third instance, the supplier's PO will be cancelled, performance security along with security deposit will be forfeited and contract will be terminated. and recovery along with other proceedings will be initiated as per the tender contract.
- iii) On the third instance of delay in supply and rejection of materials, KS&DL will forfeit security deposit along with performance security, cancel the PO and terminate the contract as per the bid document and initiate appropriate legal action against the supplier for recovery of damages and the entire contract value, and also suitable action will be initiated towards debarment of the supplier from participating in the same material of default next 1 year in KS&DL. The decision taken is final and binding on the supplier. However, this will not apply in the case of packing materials, as the right to dispose of such rejected materials will rest with KS&DL only. Further debarment proceedings will be initiated as per the recommendation of SPDR/ Constituted committee of KS&DL.
- iv) Purchaser shall levy penalty of 0.5% of the delayed goods/rejected goods per week. Such penalty will be recovered through Performance security or security deposit or pending bills in this tender or through appropriate

proceedings.

- v) On receipt of the intimation by the KS&DL for non-conformance of the supplied goods, the suppliers will have to arrange to replace the rejected material within a week from date of such notice. The replacement shall be permitted only twice in the financial year/tender year. The replacement of goods should be of equal quantity. If the rejected goods are not replaced within a week, KS&DL shall seize the rejected goods and auction the same. The decision of the KS&DL shall be final and binding on the supplier. If the rejected goods are not replaced within a week from date of such notice, the Purchaser is at liberty to cancel the PO and terminate the contract and proceed for legal actions as per the tender documents.
- vi) The acceptance of the replaced goods shall be upon the quality assurance test by KS&DL. In the event of failure to replace as per the terms of this tender, KS&DL reserves the liberty to dispose of the rejected goods under auction. The replacement shall be permitted only twice in the financial year/tender year.
- vii) At the third instance of rejection of goods, the rejected goods will be seized by the Purchaser and sold in auction by KS&DL. The decision of KS&DL in this regard shall be final and binding on the supplier.
- viii) The Purchaser shall be entitled to recover from the supplier the full amount of transport/freight and other charges, rent of warehouse etc. if any incurred in respect of rejected goods/seized goods. Any dispute in this regard, the Managing Directors' decision shall be final and binding on the supplier.
- ix) The Supplier is obliged to respond to the complaint if any, communicated by the purchaser within 2 business days of its receipt. The lack of response will be treated as if the complaint was admitted.
- x) If the goods supplied by the Supplier have a manufacturing defect which causes damages/injury to person or property, the Supplier will indemnify the Purchaser for the damages as deemed appropriate by the Purchaser or a competent third party/authority.
- xi) Regardless of the above clauses herein, if the Purchasers Company faces any contingency or any hamper to production activity due to any default by the supplier for delayed supply, non-performance and materials rejection, purchaser shall make alternative arrangement to procure the material from other source and the extra cost if any will be recovered from supplier either by forfeiting SD or performance security or recovering from pending bills in this tender. Purchaser shall also cancel the PO and terminate the contract and initiate recovery proceedings or such other proceedings as per the terms & conditions of the contract for the entire contract value.
- xii) Notwithstanding anything herein, the purchaser can extend the time depending upon the availability of raw material and that such decision causes no hamper in production. However, this is the sole discretion of the

purchaser and the decision is final and binding on the supplier.

11. Termination for Default

Additional clause - 23.3 - Purchaser to terminate the contract under the circumstances as specified in the technical bid, Section I and IV of the tender documents along with the schedules and initiate appropriate legal action as per the tender for recovery.

12. Termination for Convenience

Clause 26.1- KS&DL also reserves the right to terminate/short-close the Purchase Order at any time on giving 30 (Thirty) days written notice to the supplier and in the event of such termination the purchaser shall not be liable to pay any cost or damage to the Supplier except for payment for the goods, already delivered as per the Purchase Order.

Clause 26.2 -Notice for Termination of Contract – KS&DL shall issue a written notice for cancelling PO and termination of contract to the supplier for breach/default as contemplated in Section 1 and IV of the Tender Document/PO/Purchase agreement.

13. Settlements of Disputes – (Clause 27 of Section III OF General Conditions of Contract)

Modified Clause 27 as per GO No .LAW-LAC/198/2024 Dated 16.11.2017 -

8.8 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

8.9 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence recovery proceedings or any other such proceedings which is necessary to adjudicate the dispute or differences , as hereinafter provided, as to the matter in dispute, and no recovery proceedings or any other such proceedings in respect of this matter may be commenced unless such notice is given.

8.10 Any dispute or difference in respect of which a notice of intention to commence recovery proceedings or any other such proceedings has been given in accordance with this clause shall be finally settled by recovery proceedings or any other such proceedings. Recovery proceedings or any other such proceedings may be commenced prior to or after delivery of the Goods under the Contract.

8.11 Notwithstanding any reference to recovery proceedings or any such other proceedings herein,
(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
(b) the purchaser shall pay the Supplier any monies due the Supplier

8.14 The laws applicable to the proceedings shall be the laws in force in India. The Courts of Bangalore, Karnataka shall have exclusive jurisdiction in all matters/dispute/difference arising under this Contract.

14. Notices (Clause 31 of Section III OF General Conditions of Contract) -

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

Purchaser:.....

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

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

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

Name of the Authorised Representative.

15. Progress of Supply:

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

- Quantity offered for inspection and date;
- Quantity despatched/delivered to consignees and date;
- Quantity where incidental services have been satisfactorily completed with date;
- Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;

16. Supplier Integrity:

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

17. Supplier's Obligations:

- 17.1 The Supplier is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities.
- 17.2 The Supplier will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.
- 17.3 The Supplier is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.

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

18. Patent Rights:

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

19. Penalty:

- i. Penalty shall be levied as stated in Section I, II, III & IV of the tender Document, technical bid, schedules, note and appendix therein.
- ii. KSDL has right to impose penalty as per the clause of the tender document.
- iii. KSDL has the right to cancel the PO and terminate the contract as stated in the tender document and proceed for recoveries or any other such proceedings as per tender.

A. Indemnification -

20.1 Without prejudice to any other right or remedy available to Purchaser under the Tender contract or at law, Supplier shall indemnify and hold Purchaser, its Purchasers, Customers and its Affiliates and their successors and assigns, harmless from and against all liabilities, claims, suits, losses, damages, costs and expenses (including reasonable attorney's fees), whether direct or indirect, arising from or relating to a third party's claim arguing that the goods constitute(d) infringement, violation or misappropriation of any intellectual property right or other proprietary right of a third party.

20.2 Without prejudice to any other right or remedy available to Purchaser under the Tender Contract or at law, the Supplier (a) shall procure the right for Purchaser to continue to use the goods at no extra costs to Purchaser, and (b) agrees that it will indemnify and hold Purchaser, its Affiliates and their successors and assigns harmless from and against all liabilities, including without limitation product liability, claims, losses, damages, costs and expenses (including reasonable attorney's fees), whether direct or indirect (including, without limitation, loss of profits), arising from or relating to Supplier's (or its officers', employees', agents' or subcontractors') failure to comply with any of its obligations under the Tender Contract. In addition, Supplier shall be liable to Purchaser for costs incurred by Purchasers a result of measures the Purchaser reasonably takes in order to prevent any risk, such as but not limited to issuing safety warnings or precautionary recall actions of a defective product. Any costs

for the determination of the risk (in particular expert costs) as well as Purchaser's internal administration and processing costs of Purchaser shall be borne by Supplier.

20.3 The Supplier will ensure that all such regulations of the central or state government, local bodies & authorities of the company are strictly followed. Purchases are not liable for any consequences on account of non-compliance of such rules by the suppliers.

20. Jurisdiction & Law Applicable:

- i. The Courts of Bangalore, Karnataka shall have exclusive jurisdiction in all matters arising under this Contract.
- ii. Any agreement/contract in this tender document shall be subject to Indian laws.

SECTION : V: SCHEDULE OF REQUIREMENTS

(To be inserted in the Tender Documents by the Purchaser, as applicable. The Schedule should cover, at a minimum, the required items, quantities, services)

1	Material as specified in the e-portal.	<p>Delivery of the material is as per the delivery schedule (quantity and time) given by KS&DL which is on monthly basis or quarterly basis on tendered quantity after issue of PO.</p> <p>KS&DL will have the liberty to revise the Purchase Order regarding the quantity of material to be procured with the total quantity being the largest multiple of standard barrel packing units not exceeding 125% of the total tendered quantity unless otherwise specified</p> <p>Delivery of the material shall be within 15-20 days after the issue of Supply Indent.</p>
---	---	---

Note:

MSE's are exempted from payment of EMD as per the GO No. FD 850 Exp-12/2015 Date: 15-12-2016 i.e. Micro and Small Enterprises registered with NSIC under a single point vendor registration scheme, shall be facilitated by providing tenders sets free of cost exempting from payment of Earnest Money Deposit during purchases by all Government Department and State-owned PSU's.

SECTION: VI: - TECHNICAL SPECIFICATIONS

AS PER THE SPECIFICATION UPLOADED IN TENDER DOCUMNT.

SECTION :VII : QUALIFICATION CRITERIA

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

1. The average annual financial turnover of the tenderer (Non MSEs) should be usually not less than estimated cost of the quantity in the tender document in the last three preceding financial years i.e 2022-23, 2023-24 and 2024-25.
2. For, the tenderer qualified as Micro or Small enterprises (MSEs) as certified by NSIC the average annual financial turnover of the tenderer should be usually not less than 50% of estimated cost of the quantity in the tender document in last two preceding financial years i.e., 2023-24 and 2024-25. [NSIC Certificate to be uploaded compulsorily]
3. For the above clause 1 and 2, the bidder shall also upload a copy of audited Profit and Loss Accounts and Balance sheet duly certified by Chartered Accountant and ITR for the years mentioned above. Failure to upload the documents the bid is rejected.

FINANCIAL PROPOSAL

SECTION: VIII : TENDER FORM

Date :.....

IFT No :.....

TO: (Name and address of purchaser)

Gentlemen and/or Ladies :

Having examined the Tender Documents including Addendum Nos. _____ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliverin conformity with the said tender documents for the sum of Rs..(Including GST@18%) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this tender.

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

If our tender is accepted, we will obtain RTGS/NEFT to 5% security deposit of the above contract value, in the form prescribed by the Purchaser and **5 % as performance security** after signing of PO as per Section I – IFT.

We agree to abide by this tender for the Tender validity period specified in Clause 14.1 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

We clarify/confirm that we comply with the eligibility requirements as per Section 1 of Invitation for tenderers and technical bid of the tender documents.

Dated this day of 2024

(signature)

(in the capacity of)

Duly authorized to sign Tender for and on behalf of

SCHEDULE IX – PRICE SCHEDULE

KARNATAKA SOAPS & DETERGENTS LIMITED.
#27, Industrial Suburb, Bengaluru Pune Highway
Rajajinagar, Bengaluru - 560055
Email : ksdl.dgmmtls@gmail.com

As per Government Circular No.FD/165/Expenditure-12/2017, Dated 21.03.2017

PRICE SCHEDULE to be mention in e-Portal

SL No.	Material Name	Amount (in Rs.) Per kg/ MT
1	Basic Price	
2	IGST	
3	SGST	
4	CGST	
5	Freight	
6	GST on Freight	
	Total Net (Rs.)	

Note:

Not applicable at technical bid stage.

Above format to be followed in financial bid and this table is only for your reference.

Please follow the e-portal for price schedule.

SECTION : X EARNEST MONEY DEPOSIT FORM

Whereas

¹ (hereinafter called "the Tenderer") has submitted its tender dated (date of submission of tender) for the supply of (name and/or description of the goods) (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 Purchaser) (hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said Purchaser, 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 Purchaser 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 Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser 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 should reach the Bank not later than the above date.

.....
(Signature of the Bank)

¹ Name of Tenderer

Note – Above Format Not Applicable
EMD to be filled as per e-procurement portal.

SECTION: XI : PURCHASE AGREEMENT FORM

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

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

Price:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same 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 Price Schedule submitted by the Tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

SL.	BRIEF QUANTITY	TO UNIT	Total	DELIVERY TERMS	NO.	DESCRIPTION OF BE
	PRICE	Price	GOODS & SERVICES			

TOTAL VALUE:

DELIVERY SCHEDULE:

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

Signed, Sealed and Delivered by the said
(For the Purchaser) in the presence of:..... Signed, Sealed
and Delivered by the said (For the Supplier)
in the presence of:.....

Note - Above Format is modified.

Bidder to fill the format given by KS&DL at Appendix - N

SECTION XII. BANK GUARANTEE FORM

To: (Name of Purchaser)
(Name of Supplier)

WHEREAS.....
hereinafter called "the Supplier" has undertaken , in pursuance of Contract
No..... dated,..... 20... to

supply.....
(Description of Goods and Services) hereinafter called "the
Contract".

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to
you, on behalf of the Supplier, up to a total of
..... (Amount of the Guarantee in Words and Figures)
and we undertake to pay you, upon your first written demand declaring the
Supplier to be in default under the Contract and without cavil or argument,
any sum or sums within the limit of (Amount of
Guarantee) as aforesaid, without your needing to prove or to show grounds or
reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors

.....

.....

Date.....20....

Address:.....

Note – Not applicable.

SECTION XIII: - MANUFACTURERS' AUTHORIZATION FORM*
(Please see Clause 11.2(a) of Instructions to Tenderers)

No.

Dated

To

Managing Director
Karnataka Soaps & Detergents Limited
P.B NO:- 5531, #27, Industrial Suburb,
Bengaluru Pune Highway,
Rajajinagar, BENGALURU - 560055

Dear Sir:
Tender No.

We..... (**name of the manufacturer**) who are established and reputable manufacturers of ... (b) (**description of goods mentioned in the tender**) having factories at (**address/location of Manufacturing Unit in which the goods tendered is manufactured**) do hereby authorize M/s (**Name and address of Agent**) to submit a tender, and sign the contract with KSDL for the (**name of the goods**) manufactured by us as against the entire tender quantity mentioned in this Bid document.

Below mentioned document to be submitted along with this letter, if not the bid will be rejected.

1. Factory License No.
2. Manufacturing License No. (in respect of the goods mentioned in this Bid.
3. GST Certificate

Yours faithfully,

(Name)

(Name & Position of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a competent person.

This Form should be uploaded along with technical bid, if not the bid will be rejected.

SECTION XIV: - MANUFACTURERS' DECLARATION FORM*
(Please see Clause 11.2(a) of Instructions to Tenderers)

No.

Dated

To

Managing Director
Karnataka Soaps & Detergents Limited
P.B NO:- 5531, #27, Industrial Suburb,
Bengaluru Pune Highway,
Rajajinagar, BENGALURU - 560055

Dear Sir:
IFT No.

We..... (**name of the manufacturer**) who are established and reputable manufacturers of ... (b) (**description of goods mentioned in the tender**) having factories at (**address/location of Manufacturing Unit in which the goods tendered is manufactured**) do hereby submit a tender, and sign the contract with KSDL for the (**name of the goods**) manufactured by us as against the entire tender quantity mentioned in this Bid document.

Below mentioned document to be submitted/uploaded along with this letter, if not the bid will be rejected.

1. Factory License No.
2. Manufacturing License No. (in respect of the goods mentioned in this Bid.
3. GST Certificate

Yours faithfully,

(Name)

(Name & Position of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a competent person.

This Form should be uploaded along with Technical bid, if not the bid will be rejected.

SECTION XV: - SATISFACTORY CERTIFICATE *

Dated

TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/S (name of the bidder) has successfully supplied (goods mentioned in the tender) as below

PO No and Date	Material	Quantity

The Performance/Quality/Durability of the (goods mentioned in tender) has been satisfactory.

Below mentioned document to be submitted/uploaded along with this letter, if not the bid will be rejected.

1. Necessary Invoice
2. Supply Bills of the equivalent quantity

Yours faithfully,

(Name)

(Name of manufacturers)

Note:

1. This letter of authority should be on the letterhead of the manufacturer and should be signed by a competent person.
2. This Form should be uploaded along with Technical bid, if not the bid will be rejected.
3. PO and respective invoices to be enclosed for each qualifying year.
4. Please refer clause 11 if Appendix A for qualifying conditions.

Appendix – A

The tender participants are required to fill up the Technical Bid Format failing which the Bid shall be liable for rejection. The said Technical Bid format should be filled up and uploaded while participating.

Definitions:

Tenderer: Tenderer shall mean the government entity, firm, manufacturer or company submitting a tender against the Invitation for Tender and includes his/ its/ their authorized staff, consultants, parent and associate and subsidiary companies, agents, consortium and joint venture partners, sub-contractors and suppliers, heirs, executors, administrators, representatives, successors.

KSDL/KS&DL shall mean Karnataka Soaps and Detergents Limited, a Government of Karnataka Undertaking

Technical Bid Format		
Sl. No.	Particulars	Information to be furnished
1	Name & Address of the tenderers / Company	
2	Telephone No. / E-mail address of tenderer /Company/Adhar Card	
3	Name of Contact Person with mobile No. and Designation he holds in the Company to be specified.	
4	Whether the tenderer is a Manufacturer / Authorized Agent. Please specify.	
5	If the tenderer is Authorized Agent compulsorily upload the manufacturing authorization letter to participate in the tender and supply the total tender quantity as per Schedule XIII of this Bid document along with Appendix - P , if not the bid will be rejected. Tenderers who are agents of foreign manufacturers have to upload Import Export Code certificate issued by the Directorate General of Foreign Trade in respect of the goods mentioned in the tender, if not the bid will be rejected.	
6	If the tenderer is Manufacturer compulsorily upload the manufacturing Form to participate in the tender and supply the total tender quantity as per Schedule XVI of this Bid document along with Appendix -Q , if not the bid will be rejected. Tenderers who are foreign manufacturers have to upload Import Export Code certificate issued by the Directorate General of Foreign Trade in respect of the goods mentioned in the tender, if not the bid will be rejected.	

7	<p>If the tenderer is a MSE/Non-MSE, please specify.</p> <p>If the tenderer is an MSE, upload the NSIC certificate as prescribed in Appendix-E of this Bid document. Bid is rejected if not uploaded</p> <p>The NSIC certificate shall be valid as on the date of tender opening. Bid is rejected if not uploaded</p> <p>In addition, the bidder to upload a valid NSIC certificate in the e-procurement portal web page at the time of validation of certificate for claiming EMD exemption in the link provided by e-procurement portal. Bid is rejected if not uploaded.</p>	
8	GST / GST Registration number and copy of Company Registration Certificate has to be uploaded	
9	Tenderer has to quote for entire tender quantity, failing which the bid shall be liable for rejection	
10	<p>Eligibility criteria while participating turnover of the company should be:</p> <p>a. The average annual financial turnover of the tenderer (Non MSEs) should be usually not less than estimated cost of the quantity in the tender document in last three preceding financial years (i.e., 2022-23, 2023-24 and 2024-25).</p> <p>b. For, the tender qualified as Micro or Small enterprises (MSEs), The average annual financial turnover of the tenderer should be usually not less than 50% of estimated cost of the quantity in the tender document in last two preceding financial years ending on the relevant financial year. (i.e., 2023-24 and 2024-25). NSIC Certificate to be uploaded compulsorily otherwise bid will be rejected.</p> <p>c. For 9.1 (a) & (b), the bidder shall upload a copy of Profit and Loss Accounts and Balance sheet duly certified by Chartered Accountant & ITR for the years mentioned above as proof in this regard. Failure to upload documents as per Clause 9 (a) (b) & (c), the bid will be rejected.</p> <p>d.) KS&DL reserves the right to seek clarification on the documents uploaded in technical bid at Appendix- A. Decision to seek such clarifications on the documents uploaded by the KS&DL shall be final and binding on the bidder/bidders and no further legal action shall lie on the same. Documents sought by KSDL should be given by the bidder within 2 days, if not the bid will be rejected</p>	
11	As per GO circular dated 21.07.2020, the bidder as a manufacturer should have supplied the quantity usually not less than 80% of the of the quantity in any one of the last 3 years i.e 2022-23, 2023-24 and 2024-25 and 40% in respect of MSE in	

	<p>any one of the last preceding two years i.e, 2023-24 and 2024-25. (as per Appendix – M to be filled and uploaded compulsorily).</p> <p>As per KG 2 the tenderer, as Authorized agent must have supplied satisfactorily at least average 30% of the quantity similar to the type specified in the Schedule of requirements in any one of last three years. (as per Appendix – M to be filled and uploaded i.e 2022-23, 2023-24 and 2024-25).</p> <p>Performance letter as per Appendix – M to be compulsorily uploaded, otherwise bid will be rejected.</p>	
12	<p>Satisfactory Certificate from Manufacturing Companies to be filled as per Schedule XV</p> <ol style="list-style-type: none"> 1. Tender participant should upload the satisfactory certificate of supply of the material in any one of the last three preceding financial year, of required quantity as indicated at clause no. 10 of Technical Bid. in respect of supplies made to any of the manufacturing companies, PSUs including KS&DL, satisfactory certificate from concerned companies to be uploaded compulsorily. If not, the bid will be rejected. If no supplies are made, then also bid will be rejected. 2. If the bidder has defaulted to KS&DL in past supplies, the bidder will not be considered and the bid will be rejected. 3. Bidder must and should have supplied the tendered quantity of materials to any of the industries/manufacturers. Supply made to traders will be rejected. Also, PO & corresponding supply invoices to be uploaded compulsorily, otherwise bid will be rejected. 4. Bidder agrees to fill and upload the undertaking at Appendix – R, if not the bid will be rejected. 	
13	<p>Awarded bidder/supplier agrees to submit pre-shipment sample as per the quantity specified in the tender document within 5 days of signing of the purchase order. In case of failure of quality test of first pre-shipment sample, the awarded bidder/supplier will be given another opportunity to submit second pre-shipment sample and thereafter, the third (final) pre- shipment sample of the same quantity which should be adhered within a total maximum period of 15 days, from the date of rejection and intimation to the supplier of first pre-shipment sample rejection.</p> <p>Awarded bidder agrees that in case third pre-shipment sample fails to qualify the quality test, then the PO will be cancelled, contract will be terminated as per tender contract terms and recovery suit will be filed against the default supplier for the entire tender value and also for the extra cost incurred in the next tender.</p>	

	Awarded bidder/bidder agrees that KS&DL further will debar the default supplier from participating in material as specified in e-portal tender of KS&DL for next year tender with penalty of forfeiture of EMD, Security Deposit and Performance security.	
14	<p>Tenderer who is not a manufacturer should produce Manufacturer Authorization letter as per Schedule XIII of this Bid Document and the material supply should be from the manufacturer whose authorization is given in the tender document.</p> <p>However, KS&DL may consider the supply from other Manufacturers in any unforeseen eventualities, without any changes in specification and quality at the same rate.</p>	
15	<p>Tenderer who is a manufacturer should produce Manufacturer Form as per Schedule XVI of this Bid Document and the material supply should be from the manufacturer only.</p> <p>However, KS&DL may consider the supply from other Manufacturers in any unforeseen eventualities, without any changes in specification and quality at the same rate.</p>	
16	<p>The finalized price by the Purchaser and Supplier will be valid for 12 months from the date of issue of Purchase Order.</p> <p>The tender quantity may vary 25% either way of the requirement as indicated in the tender bid. Bid price shall be the same as mentioned in clause 8.6 (a) of Section 1.</p>	
17	KSDL reserves all rights to pre-close the ordered quantity mentioned in Purchase order by giving one-month prior notice.	
17	Delivery point is KS&DL Stores, Bengaluru or any other address specified by KSDL.	
18	Material should be supplied after issuing of PO by post or e-mail and/or acceptance of the same by hand or return e-mail and should deliver the ordered quantity as per the delivery schedule matching the quality/technical specification.	
19	Bidder agrees to accept all clauses of bid documents.	
20	Bidder agrees to accept the clauses in Appendix A and contents in Appendix B to R and Schedules 1 to XVI along with the note therein of the tender/bid document	
21	Bidder agrees to accept the terms and conditions of the tender documents, purchase agreement and technical bid.	
22	Supply of material should be with packing of manufacturer intact. No repacking/tampering is allowed.	
23	KS&DL is at liberty to amend/alter the delivery schedule also the delivery quantity depending on production requirement.	
24	Tenderer has to fill up the technical bid format as per our prescribed format only	
25	Bidder agrees to accept the penalty clause as indicated in the	

	Bid/tender document/PO/Purchase agreement.	
26	Weighment made at KS&DL is the final	
27	Payments terms: Not later than 45 days credit from the date of acceptance of the Material from the QAD of KSDL.	
28	Vendor should quote the price inclusive of all taxes (Basic, applicable GST), failing which the offer is liable for rejection.	
29	Conditional bids are not acceptable and will be rejected.	
30	Bidder accepts that his bid shall be rejected if he/his concern/firm/companyproduct has been declared as of spurious or adulterated quality and any criminal case is filed and pending in any court in this regard shall not be eligible to participate for tender bid for..... Similarly convicted firm/company shall also not be eligible to participate in Bid.	
31	Bidder non-acceptance or disagreement to any of the clauses in the technical bid, stands rejected.	
32	Bidder accepts that he will be debarred from participating in tenders floated by KS&DL for immediate next tender year in respect of the tendered goods if he defaults or fails to comply any of the clauses mentioned in Section 1 of the tender document & further action as recommended by the KS&DL Debarment Committee.	
33	PO will be closed against the supply based on the standard barrel packing for the pending supplies.	
34	Tenderer to specify the standard packing units/size of each barrel in kgs for delivery.	
35	Awarded tenderer agrees that the goods supplied is from the manufacturer who has authorized the tenderer.	
36	<p>Awarded tenderer agrees that the formalities in respect of local laws and statutory clearance are obtained by him and from his manufacturer who has authorized the tenderer. If not, appropriate legal action will be initiated by the concerned Department.</p> <p>Awarded tenderer agrees that the formalities in respect of local laws and statutory clearance are obtained by him if he is a manufacturer. If not, appropriate legal action will be initiated by the concerned Department.</p>	
37	Bidders' failure to comply with Appendix, Schedules and declarations forms mentioned in this Bid documents and upload them as prescribed, if not bid will be rejected.	

AUTHORISED SIGNATORY COMPANY SEAL & SIGNATURE

(TENDERER)



Appendix – B

KARNATAKA SOAPS & DETERGENTS LTD., BANGALORE-560055

Pre shipment of 100g X 2Nos.

(To be filled by bidder/tender participant & submit only at the time of handover of sample to KSDL)

Date:

Tender No:

REMARKS BY CSVO

Name of the Company: _____

Type of the packing: _____

Gross wt of the Sample: _____

Net wt of the Sample: _____

Sealed / Unsealed Condition: _____

The sample to be submitted in SEALED CONDITION ONLY as per the specified date with Proper Label of the Company Name, Weight (Gross/Net) TO CSVO, KS&DL, Material Gate.

Verified & received by
CSVO with date & time

Bidders with seal & signature



**KARNATAKA SOAPS & DETERGENTS LTD.,
BANGALORE-560055**

Acknowledgement for the Pre-shipment sample of(100g X 2 Nos.)

Date:

The submitted sample is received in sealed condition only. We are not aware of the contents, quantity etc. inside the package.

Verified & received by signature

CSVO with date & time

Appendix – D

Format of Self-Declaration of Documents Furnished in Appendix -A

I/WE Mr..... Representing as on behalf of the M/S agree/confirm that if it is found during the tender stage (before accepting our bid/placement of Purchase order by KS&DL) that any information or document furnished or submitted by the tenderer is false or incorrect, then the tenderer agrees that KS&DL shall reject our tender / bid. If the same is found to be false / incorrect during any stage after accepting of our bid/placement of purchase order, then KS&DL shall have the right to summarily cancel our tender and terminate the contract. Also procure the balance quantity from any alternate source. KS&DL shall have the right to recover the differential amount between the rates of our contract and the rates at which KS&DL is compelled to procure from the alternate source, if the latter rate is higher. To this effect, the recovery can be made by KS&DL by forfeiting Security deposit and Performance Security that we have submitted or from any pending bills under this contract with KS&DL and also initiate legal action as per the terms and conditions of contract. Further KS&DL shall be at liberty to take any appropriate action as deemed fit in such an eventuality.

Date

Place: Bangalore

Authorized Signatory.

Seal of the Company

Name of the Person signing

-

Appendix – E

Format of Self – Declaration of MSE Registered with NSIC

I / We Mr....., Representing as on behalf of hereby certify that:

- To the best of my knowledge and belief, above information of MSE registration with NSIC under Single Point Registration endorsed is correct and genuine.
- That my Organization is exempted from EMD payment for this tender and that procurement entity during the evaluation process can verify the details furnished above and I also understand that any willful misstatement or misrepresentation here shall lead to rejection of my bid.

Date

Place: Bangalore

Authorized Signatory.

Seal of the Company

Name of the Person signing

Format of Declaration

I / We Mr....., Representing as on behalf of hereby certify that the bidder/ Manufacturer represented by me has not been banned by any Government/Quasi Government Agencies or Public Sector Undertakings and comply with all statutory laws required for the manufacture of the tender goods. I also undertake that all statutory laws and required local laws will be adhered to the by me/ bidder while procuring and delivery of the material. I also understand that any willful misstatement or misrepresentation here shall lead to rejection of my bid and termination of contract and initiation of appropriate legal actions by concerned Departments of the States/Central.

Date

Place: Bangalore

Authorized Signatory.

Seal of the Company

Name of the Person signing

Format of Undertaking

I / We Mr....., Representing as on behalf of hereby certify that the Tenderer/bidder hereby agree to accept all the terms & conditions mentioned in the Technical bid document, schedule, appendix, purchase agreement and tender document. I also understand that any willful misstatement or misrepresentation here shall lead to rejection/cancel of my bid/tender.

Date

Place: Bangalore

Authorized Signatory.

Seal of the Company


Name of the Person signing



KARNATAKA SOAPS & DETERGENTS LTD., BANGALORE-560055

Model of NSIC Certificate

Company Certificate



एन. एस. आई. सी
NSIC
ISO 9001 : 2008

राष्ट्रीय लघु उद्योग निगम लिमिटेड
THE NATIONAL SMALL INDUSTRIES CORPORATION LIMITED
(A Government of India Enterprise)

Sr. No. **35986** S.No. MUM-0000893

Branch Office : 1ST FLOOR, PRESTIGE CHAMBERS, KALYAN STREET, MUMBAI-400009
Ph : 02223740116 Fax : 02223741989
Email : bomum@nsic.co.in Website : www.nsic.co.in

GOVERNMENT PURCHASE ENLISTMENT CERTIFICATE

(Valid From 08/12/2015 to 07/12/2017)

Ref.No NSIC/GP/MUM/2015/40481

Date: 08/12/2015

M/s. CONTRACT RESOURCES PERTROCHEM SERVICES (INDIA) PVT. LTD.
802, WINDFALL, SAHAR PLAZA, J. B. NAGAR, ANDHERI (EAST)
MUMBAI CITY, MAHARASHTRA- 400059

Factory Address:
1.802, WINDFALL, SAHAR PLAZA, J. B. NAGAR, ANDHERI (EAST)
MUMBAI CITY, MAHARASHTRA -400059

Name of the Directors
1.MR.GUNAVEL RATHINAM
2.MR. MARK STANSFIELD
3.MR.JACQUES SMITS

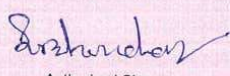
Certificate of Registration under Single Point Registration Scheme. Units registered under this scheme are considered to be at par with those registered directly with DGS & D.


Constitution of the firm- Private Limited
GOVERNMENT PURCHASE REGISTRATION NO: NSIC/GP/MUM/2015/0017470
Monetary Limit: ₹ 426 lakhs (₹ four hundred twenty six Lakh Only)
TURNOVER (Rupees in Lakhs)

Financial Year	Annual Turnover
2011-12	2225.39
2012-13	1574.59
2013-14	2576.28
Monetary Limit	426

Your name has been registered as a SSI Unit eligible for participation in the **Central Government Store Purchase Programme** as per the **Single Point Registration Scheme** for the following Item(s)/Store (s)/Service(s).

Name of the Store(s)/ Service(s)	Specification(s)	Qualitative Capacity	Quantitative Capacity P.A.
"As per List Attached" (1 item only)			


 M/s. CONTRACT RESOURCES PERTROCHEM SERVICES (INDIA) PVT. LTD. Authorised Signatory
 "Authenticity of the certificate can be checked through the web portal: www.nsicsonline.com"


<http://nsicsonline.com/Administrator/RegistrationCertificatePageView.aspx?id=40481> 12/8/2015
 174140DL1955GO1002481
 CIN: 074140DL1955GO1002481

Conditions overleaf

Format of Pre shipment sample undertaking

I / We Mr....., Representing as on behalf of hereby understand and accept that out of 2 samples given one will be tested at KS&DL lab and the other will be preserved by KS&DL. I also willfully accept the sample results of KS&DL as final and binding on me. I also understand that any willful misstatement or misrepresentation here shall lead to rejection/cancel of my bid/tender.

Date

Place: Bangalore

Authorized Signatory.

Seal of the Company
Name of the Person signing

From,
Managing Director
KS&DL,
Bangalore

To,

Sub: Letter of Intent (LOI)
Ref: Tender no.

With reference to the subject cited above, KS&DL had invited tender Noto procure on through e-procurement portal.

This is to inform you that based on the Technical and Financial Evaluation you been declared as successful bidder by virtue of being L1 for the rates quoted by you in financial bid. The Letter of Intent is issued to you on through e-procurement portal as per prevailing rules and regulations.

Therefore, you are requested to accept the LOI by duly acknowledging the same through mail/post/by hand delivery.

Date

Place: Bangalore

Authorized Signatory.

Seal of the Company

Appendix – K

Format of Letter of Acceptance

I / We Mr....., Representing as on behalf of hereby accept letter of Intent sent by KS&DL for the claim in tender no..... dt for a total value of Rs..... (inclusive of GST).

Date

Place: Bangalore

Authorized Signatory.

Seal of the Company

Name of the Person signing

Appendix – L

Format of Undertaking of Criminal Case/Conviction

I / We Mr....., Representing as on behalf of hereby undertake that me or my concern/firm/company's sandalwood oil product has not been declared as of spurious or adulterated quality and no criminal case is filed and pending in any court to that extent. Also, no conviction in this regard is on me or my company/firm/concern. I also understand that any willful misstatement or misrepresentation here shall lead to rejection/cancel of my bid/tender.

Date

Place: Bangalore

Authorized Signatory.

Seal of the Company
Name of the Person signing

Appendix – M

Proforma for Performance Statement for the last three years

(Please see Clause 11.2 (b) of the Instructions to Tenders)

IFT No..... Date of Opening..... Time Hours

Name of the Firm:

Orders placed by (Full address of Purchaser)	Order No and Date	Description and Quantity of Goods ordered	Value of Order	Date of Completion of Delivery As per contract/ Actual	Remarks indicating reasons for late delivery, if any	Has the materials/ goods/ equipment been satisfactorily functioning. (Attach a Certificate from the Purchaser)
1	2	3	4	5	6	7

Date

Place: Bangalore

Authorized Signatory.

Seal of the Company

Name of the Person/Tenderer

PURCHASE AGREEMENT

This Purchase Agreement (this “Agreement”), dated as of [Month] [Day] , 2025, is by and among:

Karnataka Soaps & Detergents Limited, A Government of Karnataka Undertaking, having its offices at No 27,Industrial Suburb, Bengaluru-Pune Highway, Rajajinagar,Bengaluru-560 055, Represented by its authorized signatory [Designation], [Name] / Here in referred as (“Purchaser”),
and

[Name of Seller Company/Individual/Partnership Firm], bearing PAN No....., having its offices at...../Here after referred as (“Seller”),

WHEREAS:

- A. Purchaser is a Government of Karnataka Undertaking with a legacy of hundred years, predominantly engaged in sale of various soaps, detergents, cosmetics and Agarbathies under the brand name “Mysore Sandal”.
- B. Seller is engaged in the business of manufacturing and or selling(collectively, the “Goods/Products”). Technical Specification of the goods for which this contract is executed are enclosed herewith as Annexure A.
- C. Seller has participated in Tender No..... (“Tender Document”) and is hereby selected as a successful bidder/Seller for the sale of goods to the Purchaser for the period from 01.04.2025 To 31.03.2026

In consideration of the covenants and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. BINDING TENDER TERMS

The parties have mutually agreed to several tender eligibility terms, representations, and warranties. The terms are incorporated in this agreement and deemed to be a contract as per Contract Act, 1872;

The Seller has complied and satisfactorily agreed to all the conditions described in the Tender Notification No. _____ date: _____ for which the necessary documents based on which the award of tender is accorded.

The Materials to be delivered to the Purchaser's Company at the costs & risks of the seller.

Purchaser has the right to pre-close the tender and ordered quantity without assigning any reasons. Also, the Purchaser has the liberty to issue Purchase order for delivery of additional quantity up to 25% percent of the total estimate tendered quantity with similar terms & conditions specified in the Agreement/Tender document.

2. PURCHASE ORDERS (the "PO" or "Order")

The Seller is obliged to supply the materials within the Prescribed date as per the Purchase Order (max of 30days) and/or delivery schedule issued from time to time duly in confirmation with the specifications as mentioned in the tender notification and purchase order. Delivery schedule will be mentioned in the Purchase order and may vary as per the Purchaser depending on production requirement. The terms and conditions in the purchase order are subject to vary as per the discretion of Purchaser and shall be final and binding on the seller. The Purchaser reserves all rights to revise the quantity of procurement to increase up to 25% as an addition to the original PO quantity and rates and the supplier is compel to supply such increase of 25% without fail.

3. INSPECTION AND TESTS

12. Pre-shipment samples - Awarded bidder/supplier has to submit pre-shipment sample as per the quantity specified in the tender document within 5 days of signing of the purchase order. In case of failure of quality test of first pre-shipment sample, the awarded bidder/supplier will be given another opportunity to submit second pre-shipment sample and thereafter, the third (final) pre- shipment sample of the same quantity which should be adhered within a total maximum period of 15 days, from the date of rejection and intimation to the supplier of first pre-shipment sample rejection.

In case third pre-shipment sample fails to qualify the quality test, then the PO will be cancelled, contract will be terminated as per tender contract terms and recovery suit will be filed against the default supplier for the entire tender value and also for the extra cost incurred in the next tender. KS&DL further will debar the default supplier from participating in material as specified in e-portal tender of KS&DL for next year tender with penalty of forfeiture of EMD, Security Deposit and Performance security.

Supply Samples - The Seller should submit supply samples. The supply samples from actual consignment/supply will be tested at KS&DL Lab, Bengaluru. Lab reports should conform to the specification given, upon which the same material will be accepted at KS&DL. Supply Sample test reports decision taken by KS&DL is final and binding on the bidders and no further legal action shall lie on the same.

4. DELIVERY AND DOCUMENTS

- 4.1 The delivery date mentioned in the Purchase order should be adhered to until and unless modified or altered by KS&DL. Earlier delivery or partial delivery requires the Purchaser's prior written consent. For the avoidance of any doubt, it is assumed that the emergency unloading of the goods by the Purchaser, imposed by the requirements of safety rules is not treated as a receipt of the subject of the order.
- 4.2 Delivery will be accepted at the Purchasers Factory premises only before 5.00 PM on working days. The Purchaser reserves the right to amend/alter the delivery schedule depending on its production requirement.
- 4.3 In case of the supply of goods the ownership title passes to the Purchaser when the goods are unloaded at the destination at the Purchaser's premises or at another location indicated by the Purchaser. Ownership title to Purchasers will be purely based on the conformance of the Quality specification of the supplied goods as per the technical specifications mentioned in the tender agreement and acceptance by purchasers Quality Assurance Department.
- 4.4 The Supplier is obliged to attach to each delivery a set of documents, in particular:
 - e) Certificate of Analysis/ MSDS.
 - f) Manufactures label on the package/goods.
 - g) Invoice in Quadruplicate addressed to Head of Account Department, KS&DL mentioning purchase order number and date, number of items, value.
 - h) E- Way bill.
 - i) Insurance cover payment receipt for transit insurance/storage insurance (if applicable).
 - j) Any other documents specified by purchaser prior to delivery.
 - k) Any other relevant documents.

- 4.5 The Supplier has to indicate the manufacturing and expiry date on their supplies which is mandatory, expiry date should be at least for a **minimum 2 year** from the date of Supply. The Purchases are at liberty to amend/alter the delivery schedule depending on its production requirement
- 4.6 The Supplier must intimate Purchaser once goods are ready for shipment and Supplier shall arrange for transit insurance. The supplier is responsible for arranging the transit insurance at their own cost and risk. The Goods supplied under this Agreement shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

5. SUPPLY TERMS –

- 5.1 The Supplier should supply the materials as per the tender conditions without any change in the specification and original source of the supply, if the supplier is a trader/ authorized representative of the manufacturer and under any circumstances if the supplier fails to supply from original samples, the same should be bought to the notice of the purchaser and it is up to the discretion of the purchaser to accept or reject the request provided the supplier meeting all other terms of the contract.
- 5.2 The Supplier shall ensure that all Statutory Rules & Regulations of Central & State Government, Local Bodies and Terms & Conditions of the Purchaser's Company are strictly followed and adhered to Purchaser is not liable for any consequences on account of non-compliance of these rules & regulations by the supplier, and supplier should bear the consequential legal action and proceedings for which all charges have to be borne by the seller. The Supplier shall ensure that all Statutory Rules & Regulations of Central & State Government, Local Bodies and Terms & Conditions of the Purchaser's Company are strictly followed and adhered to by the Manufacturing Company which has authorized the Supplier.
- 5.3 The Supplier acknowledges that he is aware of the fact that it is usual practice for the Purchaser to inspect all materials on delivery as the Purchaser relies on the report of quality assurance of KS&DL towards acceptance of supplied goods.

- 5.4 All removal, destruction, storage, disposal and other costs relating to or arising out of defective or non-conforming products shall be at the Supplier's cost and responsibility.
- 5.5 Products are prepared and packed for shipment so as to prevent damage, contamination or deterioration of the products by the supplier;
- 5.6 In case of Palletised deliveries, the supplier shall pack the same neatly with no overhang; pallets shall be stable and protected with an impermeable wrap covering the entire pallet load;
- 5.7 The Products shall be transported in clean, hygienic, physically sound conditions by the supplier.
- 5.8 The Supplier should supply the minimum three months of required quantity in 1st Consignment of materials within 30 days from the date of issue of Purchase order/Delivery schedule. Subsequent consignments should be delivered to the Purchaser's delivery point within 15 days from the date of issue of delivery schedules.
- 5.9 Any document executed herein between the parties, shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under this agreement if so required by the Purchaser.

6. PAYMENT TO SUPPLIER -

- 6.1 The prices indicated in the Tender and accepted by the supplier is valid and shall be binding on the purchaser and the supplier. Such price is valid and binding up to 12 months from the date of issue of Purchase order. All other costs related to the implementation of the Order (including door delivery costs to the KS&DL premise), packaging costs, security, insurance, costs of necessary documents and other necessary incidental shall be borne by the Seller.
- 6.2 The Purchaser and Supplier both have agreed upon for the total supply of the ordered quantity of materials, however, payments will be made within 45 days from the date of delivery to the Purchaser of the original of the correctly issued invoice/bill and on acceptance of material by QAD. Payments will be made by online transfer to the account indicated by the Supplier on the invoice. The day of debiting the Purchaser's bank account shall be considered as the day of payment.

- 6.3 The Supplier is obliged to issue an invoice/bill in the currency indicated in the order. The change of currency may take place upon consent of the Purchaser, who will determine the terms.
- 6.4 The preferred form of invoice delivery is the original invoice sent to the address of the Purchaser.
- 6.5 Each Party shall bear the taxes as per applicable laws of India. The Purchaser shall not be liable for Suppliers' default in uploading and paying taxes as per law and Seller indemnifies the Purchaser for any mismatch of form of GST etc. arising at the default of the Supplier.

7.DELAYS IN THE SUPPLIER'S PERFORMANCE AND MATERIAL REJECTION

- 7.1 The supplier is given only two chances for delayed supply in the entire duration of contract and two chances in quality assurances in actual supply in the entire duration of contract. Penalty under Clause 22 in General Conditions of Contract will be levied for the delayed goods.
- 7.2 If supply is delayed on third instance, the supplier's PO will be cancelled, performance security along with security deposit will be forfeited and contract will be terminated and recovery along with other proceedings will be initiated as per the tender contract.
- 7.3 If any rejections due to quality parameters as per specification not matching on **third instance**, the supplier's PO will be cancelled, performance security along with security deposit will be forfeited and contract will be terminated. and recovery along with other proceedings will be initiated as per the tender contract.
- 7.4 On the third instance of delay in supply and rejection of materials, KS&DL will forfeit security deposit along with performance security, cancel the PO and terminate the contract as per the bid document and initiate appropriate legal action against the supplier for recovery of damages and the entire contract value, and also suitable action will be initiated towards debarment of the supplier from participating in thetender for immediate 1 years in KS&DL. The decision taken is final and binding on the supplier. However, this will not apply in the case of packing materials, as the right to dispose of such rejected materials will rest with KS&DL only. Further debarment proceedings will be initiated as per the recommendation of SPDRC/ Constituted committee of KS&DL.

- 7.5 Purchaser shall levy penalty of 0.5% of the delayed goods/rejected goods per week. Such penalty will be recovered through Performance security or security deposit or pending bills in this tender or through appropriate proceedings.
- 7.6 On receipt of the intimation by the KS&DL for non-conformance of the supplied goods, the suppliers will have to arrange to replace the rejected material within a week from date of such notice. The replacement shall be permitted **only twice in the** financial year/tender year. The replacement of goods should be of equal quantity. If the rejected goods are not replaced within a week, KS&DL shall seize the rejected goods and auction the same. The decision of the KS&DL shall be final and binding on the supplier. If the rejected goods are not replaced within a week from date of such notice, the Purchaser is at liberty to cancel the PO and terminate the contract and proceed for legal actions as per the tender documents.
- 7.7 The acceptance of the replaced goods shall be upon the quality assurance test by KS&DL. In the event of failure to replace as per the terms of this tender, KS&DL reserves the liberty to dispose of the rejected goods under auction. The replacement shall be permitted **only twice in the** financial year/tender year.
- 7.8 At the **third instance** of rejection of goods, the rejected goods will be seized by the Purchaser and sold in auction by KS&DL. The decision of KS&DL in this regard shall be final and binding on the supplier.
- 7.9 The Purchaser shall be entitled to recover from the supplier the full amount of transport/freight and other charges, rent of warehouse etc. if any incurred in respect of rejected goods/seized goods. Any dispute in this regard, the Managing Directors' decision shall be final and binding on the supplier.
- 7.10 The Supplier is obliged to respond to the complaint if any, communicated by the purchaser within 2 business days of its receipt. The lack of response will be treated as if the complaint was admitted.
- 7.11 If the goods supplied by the Supplier have a manufacturing defect which causes damages/injury to person or property, the Supplier will indemnify the Purchaser for the damages as deemed appropriate by the Purchaser or a competent third party/authority.
- 7.12 Regardless of the above clauses herein, if the Purchasers Company faces any contingency or any hamper to production activity due to

any default by the supplier for delayed supply, non-performance and materials rejection, purchaser shall make alternative arrangement to procure the material from other source and the extra cost if any will be recovered from supplier either by forfeiting SD or performance security or recovering from pending bills in this tender. Purchaser shall also cancel the PO and terminate the contract and initiate recovery proceedings or such other proceedings as per the terms & conditions of the contract for the entire contract value.

7.13 Notwithstanding anything herein, the purchaser can extend the time depending upon the availability of raw material and that such decision causes no hamper in production. However, this is the sole discretion of the purchaser and the decision is final and binding on the supplier.

8. The Supplier will ensure that all such regulations of the central or state government, local bodies & authorities of the company are strictly followed. Purchases are not liable for any consequences on account of non-compliance of such rules by the suppliers.

9. TERM AND TERMINATION

- a. This Agreement shall be governed and construed in accordance with the laws of India.
- b. If any dispute arises between the Seller(s) and Purchaser(s) during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement 'Dispute', each of the said Party shall endeavor to settle the same with mutual negotiation.
- c. In the event the Dispute is not settled in accordance with the above sub-clause, either of the Seller or the Purchaser shall be entitled to serve a notice in writing referring the Dispute to appropriate forum for further legal proceedings and no such proceedings in respect of this matter may be commenced unless such notice is given as per GO No .LAW-LAC/198/2024 Dated 16.11.2017.
- d. Any dispute or difference in respect of which a notice of intention to commence proceedings before the appropriate forum has been given in accordance with this Clause shall be finally settled by such proceedings. Legal proceedings may be commenced prior to or after delivery of the Goods under this agreement.

- e. Notwithstanding any reference to legal proceedings herein, the parties shall continue to perform their respective obligations under the Agreement.
- f. The Purchaser is at liberty to terminate the Purchase agreement and cancel the tender award in whole or part.
- g. On Issue of 10 days written notice in the event of breach of contract terms, Purchase agreement terms by the seller.
- h. On issue of 7 days notice for breach of contract or violation of statutory rules/regulations which resulted in loss of production and affected regularly on the marketing of the Purchasers company's products.
- i. Any disputes/grievances cropped up during the course of execution of this agreement.
- j. Clause 9 of this Purchase agreement shall be applicable for any disputes that arise in respect of termination of Purchase agreement.
- k. Expiry or termination of the Agreement (in whole or part) shall not affect clauses of Confidentiality, Intellectual property, Governing Law and Jurisdiction, Term and Termination or any clause expressed or designed to survive expiry or termination.
- l. In the event of Termination resulting from the Seller's breach of this agreement, the Purchaser reserves the right to:
 - (a) Set-off any damages or costs incurred by the Purchaser in the bills.
 - (b) Set-off any damages or costs incurred by the Purchaser from the Bank Guarantee or any other form of security executed.
 - (c) Debar the Seller in the Purchaser databases and have Seller's name stricken off from its Vendors List
 - (d) Seller shall be liable for forfeiture of forfeit Earnest Money Deposit and held with the purchaser.
 - (e) In the event of failure of the party to supply the material, the balance quantity will be procured from the open market by the Purchaser and all expenses incurred shall be debited from the Seller's performance security or security deposit and Seller shall be liable for any payment of excess costs incurred by the Purchaser.

10. JURISDICTION AND LAW APPLICABLE -

- iii. The Courts of Bangalore, Karnataka shall have exclusive jurisdiction in all matters arising under this Contract.
- iv. Any agreement/contract in this tender document shall be subject to Indian laws.

11. NOTICES -

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

Purchaser:.....
.....
.....
.....

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

Name of the Authorised Representative

12. MISCELLANEOUS TERMS

- a. Force Majeure: The Purchaser reserves the right to change or cancel the order if his business activity has been stopped, cannot be continued or has been significantly hindered due to circumstances beyond the Purchaser's control, including those caused by force majeure, i.e. events which the Purchaser could not foresee, in particular, such as riots, war, fire, floods, other natural disasters, restrictions or legal government regulations, legislative acts, strikes, outbreaks, failures of installations, machines or equipment of the Purchaser and others, caused by acts of God, civil or military authority, governmental priorities, earthquake, pandemic, epidemic, quarantine, energy crisis, war, riot, shortage, accidents (except accidents caused due to negligence of driver of Transporter), or any other causes beyond the reasonable control of the

party whose performance is so delayed as well as in the case of delay of carriers or other entities with the help of which the Purchaser performs his obligation. In the above situations, the Purchaser shall not be liable for non-performance or improper performance of the obligation, and all claims of the Seller in this respect are excluded.

- b. Confidentiality: Seller agrees to treat as confidential and to use only for the purposes of the Terms and any contract between the parties, all information, including but not limited to technical and commercial information, which is provided “as is” in whatever form or medium by or on behalf of Purchaser and of its Affiliates and to give access to such information only on a need to know basis to its employees and not to transfer, publish, disclose or otherwise make available such information or any portion thereof to any third party without Purchaser’s prior written consent. All information shall remain Purchaser’s property and no licenses or rights are granted in any such information and Seller shall, upon Purchaser’s demand, promptly return to Purchaser or destroy all such materials and information, not retaining any copies thereof, upon Purchaser’s demand. Seller shall not use the name, logo, trademark, or any other reference to Purchaser, either direct or indirect, in press releases, advertisements, sales literature or other publications and shall not disclose the existence or the terms and conditions of the Agreement, without the prior written consent of Purchaser.
- c. Product Liability: If the goods supplied by the Seller have a manufacturing defect which causes damages/injury to person or property, the Seller will indemnify the Purchaser for the damage as deemed appropriate by the Purchaser or a competent third party/authority
- d. Intellectual Property Rights: Seller agrees that any information, drawings, know-how, specifications, designs, concepts, techniques, developments, inventions, technologies and other work products generated or developed in the course of work performed under the Agreement by Seller and any intellectual property and other proprietary rights therein or thereto shall vest in Purchaser. Seller assigns or shall cause to be assigned to Purchaser all right, title and interest to any and all such items and rights and to do everything necessary to perfect such rights and to protect Purchaser’s interest therein. Seller shall inform any third parties who might seek recourse thereon of Purchaser’s proprietary rights; Seller shall immediately inform Purchaser of such an event.
- e. The Seller acknowledges that the Purchaser shall have the right to use the intellectual property of the goods sold and further integrate and

develop its products independently and Seller covenants that it is entitled to grant the rights to the use of all the intellectual property, Software, Software Fixes, Software Updates and Software Upgrades.

- f. The Seller shall disclose to Purchaser any pending or registered Patents, Trademarks or other form of intellectual property vested in the goods prior to delivery and specifically waive any claim over the goods arising from this agreement.
- g. The Seller guarantees that the goods supplied do not violate third party intellectual property rights. If a claim is brought against Purchaser by third parties, the Seller shall be obliged to restore a lawful state of affairs within a period specified by Purchaser. If it does not succeed or there is no prospect of success, Purchaser may, under reimbursement of payments already made, withdraw from the Contract and claim damages. Purchaser shall also be entitled to demand from the Seller that it enters into the dispute at its own expense. The warranty period for such claims resulting from an infringement of third-party rights is 10 years.
- h. Notice: Any notices required or permitted shall be given to the appropriate Party at the address specified above physically or electronically, or at such other address as the Party shall specify in writing, and shall be effective upon actual receipt.
- i. Assignment: The parties may not assign this agreement or any right or obligation of this agreement, by operation of law or otherwise without prior written consent of the party, which shall not be unreasonably withheld.
- j. Independent Contractors: The parties are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is created by this Agreement.
- k. Severability: The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
- l. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- m. Interpretation: In construing or interpreting this Agreement, the word "or" shall not be construed as exclusive, and the word "including" shall not be limiting. The parties agree that this Agreement shall be fairly

interpreted in accordance with its terms without any strict construction in favour of or against either party and that ambiguities shall not be interpreted against the drafting party.

- n. Amendments: No change or modification of this Agreement will be valid unless it is in writing and signed by each party to this Agreement.
- o. No Waiver: A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.
- p. Authorization. This Agreement has been duly authorized, executed and delivered by Seller and no additional proceedings on the part of Seller, the Selling Affiliate or the Company are necessary to authorize the consummation of this Agreement or the transactions contemplated hereby.
- q. Compliance of Laws: The Seller will ensure that all rules and regulations of the central or State Government, to all Local bodies, of the Seller are strictly followed. Purchaser is not liable for any consequences on account of non-compliance of these Rural/Regulations by the Seller.
- r. The Purchaser is at liberty to initiate necessary action if the Seller violates rules prescribed in the Karnataka Transparency in Public Procurements Act.
- s. Purchaser is at liberty to debar the seller if the seller is involved or engaged directly or through an agent in a corrupt or fraudulent practices in participating or competing or executing the contract including misleading the Procurement Entity at any stage of procurement and executing activity.

Appendix – P

Format of Self – Declaration & Undertaking of Tenderer as Authorized Agent

I / We Mr..... (**name of the Authorized Agent**), Representing
as (**position in the Authorized Agent Company**) of
(**name of the Company the Authorized agent is representing**) at
..... (**address of the Company of the Authorized agent**)
hereby certify that:

- To the best of my knowledge and belief, information and documents in Schedule XIII is correct and genuine.
- I also understand that any willful misstatement or misrepresentation here shall lead to rejection of my bid and appropriate action shall be initiated and if the same is found during the period of contract, the contract will be cancelled and appropriate proceedings will be initiated on bidder/supplier.

Date

Place: Bangalore

Bidders Name

Seal of the Bidders Company

Name of the Person signing

Appendix – Q

Format of Self – Declaration & Undertaking of Tenderer as Manufacturer

I / We Mr..... (**name of the person**), Representing as
..... (**his position in the Manufacturing Company**) of
(**Manufacturing Company**) at (**address of the
Manufacturing Company**) hereby certify that:

- To the best of my knowledge and belief, information and documents in Schedule XIV is correct and genuine.
- I also understand that any willful misstatement or misrepresentation here shall lead to rejection of my bid and appropriate action shall be initiated and if the same is found during the period of contract, the contract will be cancelled and appropriate proceedings will be initiated on bidder/supplier.

Date

Place: Bangalore

Bidders Name.

Seal of the Bidders Company

Name of the Person signing

Format of Self – Declaration & Undertaking of Tenderer

I / We Mr..... (**name of the tenderer**), hereby certify that:

- To the best of my knowledge and belief, information and documents furnished in **Schedule XV** is correct and genuine. I also undertake that if found that the I have engaged in circular trading for the purpose of meeting the eligibility criteria in **Schedule XV**, the bid will be rejected , KSDL to debar me from participating in the next tender in respect of the tender goods and appropriate proceeding's will be initiated for such practices by the concerned State/Central department.
- I also understand that any willful misstatement or misrepresentation here shall lead to rejection of my bid and appropriate action shall be initiated and if the same is found during the period of contract, the contract will be cancelled and appropriate proceedings will be initiated on bidder/supplier.

Date

Place: Bangalore

Bidder Name.

Seal of the Bidders Company

Name of the Person signing