



**Karnataka State Minerals Corporation Limited**

(A Government of Karnataka Undertaking)

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Short Term E-Tender for Purchase of Tractor with Trailer and 12-15Tonne Tipper to Bageshpura Clay Mine, Arasikere Taluk, Hassan District 573162 of KSMCL, Bangalore, Karnataka

**Calendar of events:**

E-Procurement Reference	:	KSMCL/2023-24/IND0003
Tender file Reference	:	129/KSMCL/MECH/BKW/TRACTOR WITH TRAILER/2022-23
Commencement to Download from website <a href="https://kppp.karnataka.gov.in">https://kppp.karnataka.gov.in</a>	:	From 16/08/2023
Last date and time for uploading of e-tender in E-procurement platform on or before	:	02/09/2023 Up to 5:00 pm
The Technical Bid will be opened Online by the Authorized Officer on	:	04/09/2023 at 11:00 am
Estimated Tender Value	:	Rs.56,73,238/-
Earnest Money Deposit (EMD)	:	Rs.1,14,000/- (Item wise)
Address for communication	:	<b>Executive Director</b> <b>Karnataka State Minerals Corporation Limited</b> TTMC, ‘A’ Block, 5thFloor, BMTC Building, K.H. Road, Shanthinagar, Bengaluru – 560 027

**Note:**

- 1) Any changes in the above schedule will be notified in e-portal and **no** notifications will be issued in Newspapers.
- 2) In the event of the specified date of opening of bids being declared a holiday for the bid inviting authority, the bids shall be opened on the next working day at the same time and venue.
- 3) Completed bids shall be uploaded on the e-procurement platform by the Bidders using their user ID and addressed in the manner described under Instructions to Bidders Section 1 of Bid Documents on or before the stipulated last date & time.

**SECTION I– Invitation for Tenders (IFT)**  
Under Karnataka Public Procurement Portal (e-Procurement)

Tender No.129/KSMCL/MECH/BKW/TRACTOR WITH TRAILER/2022-23 Date: 16.08.2023

01. The Executive Director Karnataka State Minerals Corporation Limited invites tenders under e-procurement system from eligible tenderers, for the supply of items detailed in the Table below.

Sl. No.	Item Description	Quantity	Location	EMD
1.	Tractor with Trailer –Min 44 HP @2000 rpm and above	01 No.	At Bageshpura Clay Mine, Arsikere Taluk, Hassan district, Karnataka - 573162	Rs. 26,500/-
2.	Tipper – 12 to 15 Tone	01 No.		Rs. 87,500/-
	TOTAL	02 No.		Rs. 1,14,000/-

02. The tenderers may submit tenders for the goods given above. Tenderers are advised to note the qualification criteria specified in Section VII to qualify for award of the contract.
03. Tender documents may be downloaded from Government of Karnataka e-procurement website <https://kppp.karnataka.gov.in>
04. Tenders submitted in any other manner will not be accepted. Tenderers are required to obtain Class III Digital signature from designated firms (details available on E-procurement Portal) and then register with the Government of Karnataka e-procurement platform and submit tenders by using their user ID and Digital Signature.
05. Tenders must be accompanied with Earnest Money Deposit (EMD) which shall be paid online through e-Procurement portal.
06. Tenders must be electronically submitted (online through Internet) within the date and time published in e-procurement portal. Technical bids will be opened at prescribed time and date in the e-procurement portal.
07. Karnataka State Minerals Corporation Limited reserves the right to reject any or all tenders without assigning any reason, whatsoever.
08. Other details can be seen in the tender documents.

Sd/-  
Executive Director  
KSMCL, Bangalore

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## **SECTION II –Instructions to Tenderers (ITT)**

### **A. General**

#### **1. Eligible Tenderers**

- 1.1. 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 Company hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

### **B. The Tender Documents**

#### **3. Contents of Tender Documents**

- 3.1. The goods required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include:
  - (a) 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) Performance Statement Form;
  - (k) Manufacturer's Authorization Form
- 3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderer's risk and may result in rejection of its tender.

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

- 4.1. A prospective Tenderer requiring any clarification of the tender documents may notify the 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 no later than 15 days prior to the deadline for submission of tenders prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers which have received the tender documents.

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

- 5.1. Before the deadline for submission of tenders, the Purchaser may modify the tender documents by issuing addendum / corrigendum.
- 5.2. Any addendum thus issued shall be part of the bidding documents and shall be notified as Addendum / Corrigendum in the e-procurement portal which shall be binding in all prospective bidders.
- 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 Constituting the Tender**

- 7.1. The tender prepared by the Tenderer shall comprise the following components:
  - (a) A Tender Form and a Price Schedule completed in accordance with ITT Clauses 8, 9 and 10;
  - (b) 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;
  - (c) Documentary evidence established in accordance with ITT Clause 12 that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the tender documents; and
  - (d) Earnest Money Deposit Declaration in accordance with ITT Clause 13.

### **8. Tender Form**

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

### **9. Tender Prices**

- 9.1. The Tenderer shall indicate on the Price Schedule the unit prices and total

tender prices of the goods it proposes to supply under the Contract. The tenderers shall quote for the complete requirement of goods and services specified under the schedule of requirement 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 in the following manner:
- (i) The price quoted shall be inclusive of supply Tractor with Trailer and Tipper to location as mentioned in Schedule of Requirement.
  - (ii) The price quoted shall be inclusive of all taxes, octroi and any other incidental expenses including GST.
  - (iii) the price quoted shall be inclusive of 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 Clause 4 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 has been duly authorized 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. To this end, all tenders submitted shall include the following information:
- (i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;  
Status of the firm (Scanned copies of supporting documents should be uploaded).
    - Individual / proprietary – Firm registration certificate/GST in the name of the firm
    - Partnership firm – Partnership deed / Registration Certificate of the firm
    - Private / Public Limited Company – Certificate of Incorporation
  - (ii) Details of experience and past performance of the tenderer, the tenderer should have supplied Tractor with Trailer and 12-15Tonne Tipper minimum of 5 numbers each, in any one of the past financial years i.e., from 2018-19 to 2021- 22.Copies of Invoices should be furnished as proof of supply.
  - (iii) Tenderer details in Annexure-1 duly filled and signed
  - (iv) Audited balance sheet and profit and loss statement of the firm certified by Chartered Accountant for having turnover not less than Rs.57.00 Lakhs per annum in each of the two financial years during the past three financial years i.e., 2019-20 and 2021-22.
  - (v) Copy of Income Tax Returns filed for preceding two financial year in the last three years (2019-20 to 2021-22).
  - (vi) Copy of PAN and GST Registration Certificate.
  - (vii) Self-declaration of tenderer's stating that the firm is not blacklisted by PSU / Government bodies. Any wrong declaration will make the tenderer to be criminally prosecuted.
  - (viii) The tenderer being a manufacturer shall submit Manufacturing License
  - (ix) The tenderer being an authorized dealer shall submit Manufacturer's Authorization Form.
  - (x) The tender being authorized dealer shall submit Dealership certificate.
  - (xi) Relevant Specification complying with the technical specification as mentioned in the tender document at Section V & VI.



## **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 goods and services to the tender documents may be in the form of literature, drawings and data, and shall consist of :
  - (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.

## **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.
  - 11.3.1. The tenderer can pay the Earnest Money Deposit (EMD) in the e-Procurement portal using any of the following payment modes:
    - a) Credit Card
    - b) Direct Debit
    - c) National Electronic Fund Transfer (NEFT)
    - d) Over the Counter (OTC)
- 13.4. Any tender not secured in accordance with ITT Clauses 13.1 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 converted into

Security Deposit upon the tenderer signing the Contract, pursuant to ITT Clause 30, and furnishing the performance security, pursuant to ITB Clause 31.

- 13.7. The tender security (EMD) may be forfeited:
- (a) if a Tenderer
    - (i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or
    - (ii) does not accept the correction of errors pursuant to ITT Clause 22.2;or
  - (b) in case of a successful Tenderer, if the Tenderer fails:
    - (i) to sign the Contract in accordance with ITT Clause 30; or
    - (ii) to furnish performance security in accordance with ITT Clause 31.

#### **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. The earnest money deposit provided under ITT Clause 13 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

#### **15. Format and Signing of Tender**

- 15.1. The digital signature shall be obtained by the tenderer from the Certifying Authorities, as given in the e-procurement portal and then get registered on the e-procurement portal. The user ID and password would be assigned by the system. The tenderer shall upload the tender along with all the requisite documents through e-procurement platform by using the user ID and digital signature.
- 15.2. The annexures of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where entries or amendments have been made shall be initialed by the person or persons signing the tender. The tender manually prepared shall be then scanned and uploaded on the Karnataka Public Procurement Portal (e-procurement) <https://kppp.karnataka.gov.in>
- 15.3. The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Company, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person 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.

## **D. Submission of Tenders**

### **16. Sealing and Marking of Tenders**

- 16.1. The Tenderers shall upload the tender through e-procurement platform. No other mode of submission is permitted. All the documents submitted are required to be signed digitally by the tenderer. After electronic bid submission, the system generates a unique Tender identification number which is time stamped as per server time. This shall be treated as acknowledgement of tender submission. Tenderer shall submit the bids electronically before the submission date and items published in e-procurement portal.
- 16.2. Not Applicable.
- 16.3. Not Applicable
- 16.4. Not Applicable
- 16.5. Telex, cable or facsimile tenders will not be accepted.

### **17. Deadline for Submission of Tenders**

- 17.1. Tenders must be uploaded by the Tenderers no later than the time specified in the calendar of events as per server time through the e-procurement platform. The e-procurement platform will not accept the tenders after the stipulated date and time (as per the time of the e-procurement platform).
- 17.2. The Company may extend the deadline for submission of tenders by issuing an addendum / corrigendum in accordance with Clause 5, in which case all rights and obligations of the Company and the Tenderers previously subject to the original deadline will then be subject to the new deadline. The amendment/notification shall be notified only in the e-procurement platform.

### **18. Late Tenders**

- 18.1. Tenders cannot be uploaded by the tenderers after the deadline for submission / uploading of tenders (as per the e-procurement platform time) prescribed by the Purchaser pursuant to Clause 17.

### **19. Modification and Withdrawal of Tenders**

- 19.1. In the “My tenders” Section of the e-procurement the Tenderer can view the status of their bids and decrypt bid (i.e., in cases where the tenderer has chosen to encrypt the bid using his own public key) for modification or withdrawal before the stipulated date and time for submission / uploading.
- 19.2. Tenderer may cancel/modify their bids online before the deadline for submission of bids.
- 19.3. No bid is allowed to be modified / cancelled online after the deadline for

submission of bids.

- 19.4. Withdrawal or modification of a Bid between the deadline for submission of Bids and the expiration of the original period of Bid validity specified in Clause 11.1 above or as extended pursuant to Clause 11.2 may result in the Tenderer's forfeiture of its earnest money deposit, pursuant to ITT Clause 13.7.

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

#### **20. Opening of Technical Bid**

- 20.1. The Company will open all / unlock all the technical bids uploaded through e-procurement platform as per the schedule. In the event of the specified date of Tender opening being declared a holiday for the Company, the Tenders will be opened at the appointed time on the next working day.
- 20.2. Not Applicable.
- 20.3. Not Applicable.
- 20.4. Not Applicable.

#### **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.
- 22.2. Where the Tenderer has quoted for more than one schedule, if the tender security furnished is inadequate for all the schedules, the Purchaser shall take the price tender into account only to the extent the tender is secured. For this purpose, the extent to which the tender is secured shall be determined by evaluating the requirement of tender security to be furnished for the schedule included in the tender (offer) in the serial order of the Schedule of Requirements of the Tenderdocument.
- 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 ITB 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 9. No tender will be considered if the complete requirements covered in the schedule is not included in the tender.

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

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

23.3. The Purchaser's evaluation of a tender will take into account, 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 offered in the tender;
- (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
- (d) the cost of components, mandatory spare parts and service;
- (e) the 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) Components, mandatory spare parts and services: Not applicable.

### **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. In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender, mandatorily for the locations mentioned in Schedule of Requirement, meeting 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, in which event the Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

### **26. Award Criteria**

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

### **27. Purchaser's right to vary Quantities 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 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 writing that its tender has been accepted.
- 29.2. The notification of award will constitute the formation of the Contract.
- 29.3. Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 31, the Purchaser will discharge its earnest money deposit will to each unsuccessful Tenderer, pursuant to ITT Clause 13.

29.4. Not Applicable.

### **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 agreements between the parties.
- 30.2. Within Ten (10) days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Purchaser.

### **31. Performance Security or Bank Guarantee**

- 31.1. Within Ten (10) days of the receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the 5% 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:
  - (a) defines, for the purposes of this provision, the terms set forth as follows :
    - (i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
    - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the 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.
- 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 under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- (e) "GCC" mean the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Purchaser" means the organization purchasing the Goods, as named in SCC.
- (h) "The Purchaser's country" is the country named in SCC.
- (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (j) "The Government" means the Government of Karnataka State.
- (k) "The Project Site", where applicable, means the place or places named in SCC.
- (l) "Day" means calendar day.

2. **Application**

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

3. **Standards**

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

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

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

**5. Patent Rights**

- 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 or Bank Guarantee**

- 6.1 Within Ten (10) days of receipt of the notification of contract award, the Supplier shall furnish Performance Security/ Bank Guarantee 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 (Guarantee of Performance) obligations.
- 6.2 The proceeds of the performance security or Bank Guarantee 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 or Bank Guarantee shall be denominated in Indian Rupees and shall be in one of the following forms:
- (a) The Earnest Money Deposit (EMD) of the successful bidder will be converted as Performance Security.
  - (b) The balance amount of Performance Security shall be submitted in the form of NEFT / RTGS in favour of KSMCL or
  - (c) Unconditional and irrevocable Bank guarantee, issued by a Nationalized/Scheduled bank in the form provided in the tender document or another form acceptable to the Purchaser.

6.4 The Performance Security or Bank Guarantee 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 Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

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

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

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

7.5 Nothing in GCC Clause 5 shall in any way release the Supplier from any warranty or other obligations under this Contract.

### **7.6 Manuals and Drawings**

7.6.1 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.

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

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

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

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

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

## **9. Delivery and Documents**

9.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award along with supporting documents.

## **10. Insurance**

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

## **11. Transportation**

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

## **12. Incidental Services**

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, shall be included in the Contract Price for the Goods.

### **13. Spare Parts**

13.1 As specified in the SCC, the Supplier may be required to provide , notifications, and information pertaining to spare parts manufactured or distributed by the Supplier, 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

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 state of final destination.

14.2 This warranty shall remain valid for 12 months including all repairs / replacement at the cost of the supplier from the date of commissioning 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. 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.

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 of 24 hours 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.

14.5 If the Supplier, having been notified, fails to remedy the defect(s) within 48 hours, 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 Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the contract.

15.3 Payments shall be made promptly by the Purchaser but in no case later than sixty (60) Days after submission of the invoice or claim by the Supplier.

15.4 Payment shall be made in Indian Rupees.

## **16. Prices**

16.1 Prices payable to the supplier as stated in the contract shall be firm during the performance 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:

(a) drawings, designs, or specifications, where Goods 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.

17.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the

Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

**18. Contract Amendments**

18.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**19. Assignment – Not Applicable**

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

**20. Subcontracts – Not Applicable**

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

21.2 If at any time during performance of the Contract, the Supplier 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 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 pursuant to GCC Clause 21.2 without the application of liquidated damages.

**22. Liquidated Damages**

22.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 18.

**23. Termination for Default**

23.1 The Purchaser may, without prejudice to any other remedy for breach of contract,

by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 16; 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 18.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. 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, 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.

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

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and formaterials and parts previously procured by the Supplier.

**27. Settlement of Disputes**

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may becommenced 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 theSCC.

27.3. Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless theyotherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due to 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.

**31. Notices**

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

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

**32. Taxes and Duties**

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

**SECTION IV –Special Conditions of Contract**

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## **SECTION IV –Special Conditions of Contract**

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

### **1. Definitions (GCC Clause 1)**

- (a) The Purchaser is Karnataka State Minerals Corporation Limited (KSMCL)
- (b) The Supplier is .....

### **2. Inspection and Tests (GCC Clause 7)**

The inspection procedures and tests are required to be carried out by the Purchaser as specified in clause 05 of GCC.

### **3. Delivery and Documents (GCC Clause 9)**

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

- i) Four Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;
- ii) Four Copies of packing list identifying the contents of each package;
- iii) Manufacturer's/Supplier's warranty certificate;
- iv) Inspection Certificate issued by the concerned Quarry Manager; and

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

### **4. Incidental Services (GCC Clause 12)**

The services specified under Clause 12 of GCC shall be provided by the purchaser and the costs shall be inclusive of the contract price.

### **5. Payment (GCC Clause 15)**

- i) 100% of the contract price shall be paid on receipt of Goods and upon submission of the documents specified in SCC Clause 3 above.
- ii) Payment will be released from Head Office, KSMCL, Bangalore
- iii) Supplier shall forward his original invoice and all related documents to the concerned Quarry Manager. The concerned Quarry Manager on supplying, will forward the stock taken and certified original Invoice to H.O for payment.

### **6. Settlement of Disputes (Clause 27)**

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

be as follows:

**Arbitration**

Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Centre - Karnataka (Domestic & International) Rules 2012 by one or more Arbitrators appointed in accordance with its rules.

- (a) The place of arbitration shall be Bangalore, India.
- (b) The decision of the arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself. The parties will not claim litigation expenses against each other.
- (c) No interest shall be claimed by parties for the disputed amount / amount claimed before the Arbitrator at Arbitration Center, from the date when cause of action will arise till the date of award by Arbitrator.

**7. Notices (Clause 31)**

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)  
.....  
.....  
.....  
.....

**8. Progress of Supply:**

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

- Quantity offered for inspection and date;
- Quantity accepted/rejected by inspecting agency and date;
- Quantity 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;
  
- Date of completion of entire Contract including incidental services, if any; and
- Date of receipt of entire payments under the Contract

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

**9. Right to use defective equipment:**

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such equipment until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

**10. Supplier Integrity:**

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

**11. Supplier's Obligations:**

- a. 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.
- b. 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.
- c. The Supplier is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.
- d. The Supplier will treat as confidential all data and information about the Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser.

**12. Intellectual Property 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 to the supplier.

**13. Site Preparation and Installation :**

The Purchaser is solely responsible for the construction of the hardware sites in compliance with the technical and environmental specifications defined by the Supplier. The Purchaser will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the hardware.

**14. Hardware Installation:**

The Supplier is responsible for all unpacking, assemblies, wiring, installations, cabling between hardware units and connecting to power supplies. The Supplier will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the hardware at all installation sites.

**15. Hardware Maintenance:**

The Supplier will accomplish preventive and breakdown maintenance activities to ensure that all hardware execute without defect or interruption for at least 98% uptime for 24 hours a day, 7 days a week of operation of the machine worked on a quarterly basis.

If any critical component of the entire configuration is out of service for more than three days, the Supplier shall either immediately replace the defective unit or replace it at its own cost.

The Supplier will respond to a site visit and commence repair work on the equipment within 24 hours of being notified of equipment malfunction.

**16. Training:**

For each hardware and software component installed, the Supplier is required to train the designated Purchaser's technical and end-user personnel to enable them to effectively operate the total system. The training schedule will be agreed to by both parties during the performance of the Contract.

**17. Technical Documentation :**

The Technical Documentation involving detailed instruction for operation and maintenance is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

**18. Jurisdiction:**

The court situated within the city of Bengaluru alone shall have jurisdiction to decide all disputes and claims that arise between the parties.

**19. Discretion:**

The Managing Director, KSMCL reserves the right of rejection of all or any of the Bids and to cancel the tender process, at any time prior to the award of contract without assigning any reason thereof. The Managing Director, KSMCL reserves the right to cancel the bid even after acceptance in case of any violation of the terms and conditions or for any reasons attributed by him/her.

**SECTION V –Schedule of Requirements**

**Part - I**

Sl. No.	Brief Description	Unit	Quantity	Delivery Schedule	EMD in Rupees
(1)	(2)	(3)	(4)	(5)	(6)
1.	Tractor with Trailer - min 44 HP @ 2000 rpm and above	No.	01	Supply of all the items defined under column (2) of Schedule Requirements within 45 days from the date of issue of work order.	Rs. 26,500/-
2.	Tipper – 12 to 15 Tone	No.	01	Supply of all the items defined under column (2) of Schedule Requirements within 45 days from the date of issue of work order.	Rs. 87,500/-
	TOTAL	No.	02		Rs. 1,14,000/-

Locations for supply Tractor with trailer and Tipper as per Schedule of Requirements:

Sl. No.	Location	Unit	Contact Person
1.	<b>Bageshpura Clay Mine,</b> Arsikere Taluk, Hassan District - 573162	02 No	Sri. Rajashekar H Bullapur Deputy General Manager (Mech) Karnataka State Minerals Corporation Limited. TTMC, 'A' Block, 5 <sup>th</sup> Floor, BMTC Building, K H Road, Shantinagar Bengaluru- 560027 Ph.: 7892589923



**SECTION VI –Technical Specifications**

**TECHNICAL SPECIFICATION FOR  
Tractor (44 HP and above)**

<b>Sl. No.</b>	<b>Description</b>	<b>Specification of the Tractor required by KSMCL</b>
1	Make/model of Tractor	Mahindra/ Eicher/John Deere/Holland/Swaraj/ equivalent
2	Capacity CC	Min 2700 CC
3	Engine Power	Min 44 HP @ 2000 rpm & above
4	No of cylinders	Min 3
5	Clutch Type	Single/dual
6	No of Gears	Mention
7	Battery	Mention
8	Brakes:	Oil immersed multi-disc Breaks
9	Steering type	Power Steering
10	Tyres	Mention
11	Lifting capacity	Min 1500 KG
12	Diesel con ltr / hour	Mention
13	Warranty period	Minimum 2 years or 2500 hrs
14	Pollution	Min trem 3A
15	PTO shaft speed	Min 540 rpm

**TECHNICAL SPECIFICATION FOR  
Tractor – Trailer**

<b>Sl. No.</b>	<b>Description</b>	<b>Specification of the Trailer required by KSMCL</b>
1	Capacity	5 ton- Single jack hydraulic
2	Length	12 ft
3	Width	6 ft
4	Door Height	1.6 ft
5	Bottom Sheet	6 mm
6	Door Sheet	4 mm
7	Tyre	04 No
8	Tyre size	9x20.14PR-4 tyre(Front two & Back two)

**TECHNICAL SPECIFICATION FOR  
Tipper (12–15 Tone)**

Sl No.	Specification required by KSMCL	
1.	Make/Model of tipper	Tata/Man/Volvo/A.L/Eicher/ equivalent
2.	Type of Tipper Body	Rock body tipper
3.	Type of chassis	Mention
4.	Engine Make	Mention
5	ENGINE	i)No. of Cylinder 4 ii)Cooling system Water, Liquid Coolant, Turbo charger
6	Engine Maximum power	Min 230 HP @ 2200 rpm
7.	Maximum Torque	Minimum 800 NM @ 1000-2000 rpm
8	Gross vehicle weight	Min.18000kgs
9	Vehicle Emission compliance	Min. BS6
10	Clutch	Min. 360mm Dia, Push Type single plate type Dry Friction
11	Transmission	06 forward + 01 Reverse
12	Wheel base (mm)	Min. 3500mm
13	Steering system	Power Steering
14	Cabin	Mention
15	Brakes	Mention
16	Suspension	Front / Rear mention
17	Fuel Tank capacity	Min 200 liters
18	Type of Fuel	Diesel
19	Frame	Ladder/ Heavy duty & Straight frame type (min.275mm X 65mmX 6mm)
20	Tyre sizes	11R 20 16 PR
21	Diesel Consumption	Mention
22	Warrantee period	Min 2 year 4000 hours
23	Battery	Mention
24	Accessories and safety Accessories	i)Rear view camera ii)Revers Horn iii) Semi-Automatic Fire System 16lbs iv) Dump Body Raise Alarm

**SECTION VII –Qualification Criteria**

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

- a. The tenderer should be a manufacturer / authorized dealer who must have supplied (s) same/similar to the type specified in the **Section VI “Technical Specification”** a minimum quantity of Five (5) Numbers of Tractor with Trailer and Five (5) Numbers of Tipper each, in any one financial year of the last 4 years, i.e., 2018-19, 2019-20, 2020-21 and 2021-22.
- b. The equipment offered for supply must be of the most recent series models incorporating the latest improvements in design.
- c. Should have achieved in at least two financial years an average annual financial turnover of not less than Rs. 57.00 Lakh during the past three financial years i.e., 2019-20 to 2021-2022.
- d. Copies of Invoices for the supply and installation of minimum 5 number of Tractor with Trailer and minimum 5 number of Tipper each, in any one year during 2018-19 to 2021-22 as mentioned at (a) above shall be submitted.
- e. For being an Authorized Dealer, the dealer shall furnish Dealership Certificate.
- f. Manufacturer shall submit valid Manufacturing License.
- g. The tenderer being an authorized dealer shall submit Manufacturer’s Authorization Form.
- h. Relevant Specification complying with the technical specification as mentioned in the tender document at Section V & VI.

**SECTION VIII –Tender Form**

Date :.....

IFT No :.....

TO: (Name and address of purchaser)

Gentlemen and/or Ladies :

Having examined the Tender Documents including Addenda Nos. ....[Insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply Tractor with Trailer and Tipper in conformity with the said tender documents.

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

If our tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 5 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this tender for the Tender validity period specified in Clause 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 ITT Clause 1 of the tender documents.

Dated this ..... day of .....2023

---

(signature) (in the capacity of)

Duly authorized to sign Tender for and on behalf of

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**Price Schedule**

*(Provision for uploading Financial Bid Format in e-portal has been disabled w.e.f. 14.08.2017. Bidders are requested to enter the Financial Bid amount in the relevant slot provided in e-procurement portal.)*

**SECTION IX –Earnest Money Deposit Bank Guarantee Form  
(Not applicable)**

**SECTION X –Contract Form**

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

**WHEREAS** the Purchaser is desirous that certain Goods and ancillary 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. No.	Brief description of Goods and Services	Quantity to be supplied	Unit Price	Total Price	Delivery Terms

TOTAL VALUE:

DELIVERY SCHEDULE:

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

Signed, Sealed 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:.....

**SECTION XI – Performance Security Bank Guarantee Form**

To: (Name of Purchaser)

**WHEREAS**.....(Name of Supplier)  
hereinafter called "the Supplier" has undertaken , in pursuance of Contract No.....  
dated,..... 20... to supply.....(Description of  
Goods and Services) hereinafter called "the Contract".

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

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

This guarantee is valid until the .....day of.....20.....

Signature and Seal of Guarantors  
.....  
.....  
.....  
Date.....20....  
Address:.....  
.....  
.....

**SECTION XII –Manufacturers' Authorization Form**

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

No.

dated:

To

Dear Sir:

IFT No.

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

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

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

Yours faithfully,

(Signature and company seal)  
(Name)  
(Name of manufacturers)

Note:

- 1) This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Tenderer in its tender.
- 2) The Manufacturer's Authorization should be submitted for Tractor with Trailer and Tipper (in case of dealer)
- 3) If the tenderer is a manufacturer of Tractor with Trailer and Tipper, a documentary proof of manufacturing unit should be submitted.



**ANNEXURE I – Tenderer’s Information**

1.	Name and full address of the Firm. Phone, Fax, e- Mail, website:	
2.	Nature of firm (Individual, Partnership, Private Company, Public Limited Company, PSUs etc.,	(upload relevant document)
3.	Year of establishment in Business	
4.	Details of experience and past performance of the tenderer, the tenderer should submit copy of invoices of Tractor with Trailer and Tipper minimum of 5 numbers each items, in any one of financial years i.e., from 2018-19 to 2021-22	2018-19: (upload relevant document) 2019-20: 2020-21: 2021-22:
5.	Chartered Accountant certified Balance Sheet & P & L for each of two preceding financial years of minimum turnover of Rs.57.00 lakhs between 2019-20 and 2021-22.	2019-20: (upload relevant document) 2020-21: 2021-22:
6.	IT returns filed for preceding two years (financial year) between 2019-20 and 2021-22.	Yes / No (upload relevant document)
7.	PAN & GST Registration No.	PAN : GST No.: (upload relevant document)
8.	Self-declaration of tenderer’s stating that the firm is not blacklisted by PSU / Government bodies	(upload relevant document)
9.	Details of the Authorized Agency for Spare parts and Service	(upload relevant document)
10.	Any other relevant documents as per tender.	(upload relevant document)

**DECLARATION**

I/ We do hereby declare the particulars furnished above are correct and I/We are ready to furnish any other details and originals for verification as may be required by Karnataka State Minerals Corporation Limited. I/We also declare that, I/We shall abide by the terms and conditions of the tender. I/We further undertake to supply of Tractor with Trailer and Tipper at the Granite Quarries/Mines of KSMCL, if the contract is awarded.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 2023

Name of the Tenderer: \_\_\_\_\_

Signature and Seal of the Authorized Signatory \_\_\_\_\_

Name and Designation of the Authorized Signatory \_\_\_\_\_

Place: \_\_\_\_\_

**ANNEXURE II – Undertaking regarding not-blacklisting / non-debarment**

(Should be submitted on the letterhead of the tenderer)

To.

Executive Director

Karnataka State Minerals Corporation Limited

TTMC, „A“ Block, 5<sup>th</sup> Floor, BMTC Building,

K.H. Road, Shanthinagar,

Bengaluru – 560 027

Sir,

We hereby confirm and declare that we, M/s. \_\_\_\_\_, is not blacklisted/ De-registered/ debarred by any State or Central Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 2023

Name of the Tenderer: \_\_\_\_\_

Signature and Seal of the Authorized Signatory \_\_\_\_\_

Name and Designation of the Authorized Signatory \_\_\_\_\_

Place: \_\_\_\_\_