



ಕರ್ನಾಟಕ ವಿದಾನ ಪರಿಷತ್ತು


ಚುಕ್ಕೆ ಗುರುತಿನ ಪ್ರಶ್ನೆ ಸಂಖ್ಯೆ	: 787
ಸದಸ್ಯರ ಹೆಸರು	: ಶ್ರೀ ಧಲವಾದಿ ಟಿ ನಾರಾಯಣಸ್ವಾಮಿ (ವಿಧಾನ ಸಭೆಯಿಂದ ಚುನಾಯಿತರಾದವರು)
ಉತ್ತರಿಸಬೇಕಾದ ದಿನಾಂಕ	: 12.12.2023
ಉತ್ತರಿಸುವ ಸಚಿವರು	: ಬೃಹತ್ ಮತ್ತು ಮಧ್ಯಮ ಕೈಗಾರಿಕೆ ಹಾಗೂ ಮೂಲಸೌಲಭ್ಯ ಅಭಿವೃದ್ಧಿ ಸಚಿವರು

ಕ್ರ.ಸಂ	ಪ್ರಶ್ನೆ	ಉತ್ತರ
(ಅ)	2017 ಮತ್ತು 2018ನೇ ಸಾಲಿನಲ್ಲಿ ಎಂ.ಎಸ್.ಐ.ಎಲ್ ನಿಗಮವು ಆದ್ಯತೆಯ ದೇಶಗಳಿಂದ ಟೆಂಡರ್ ಮೂಲಕ ಪ್ರತಿ ಮೆಟ್ರಿಕ್ ಟನ್ ಮರಳಿಗೆ ಪ್ರಸ್ತುತ ದರಕ್ಕಿಂತ ದುಪ್ಪಟ್ಟು ಮೊತ್ತವನ್ನು ಪಾವತಿ ಮಾಡಿ ಮರಳನ್ನು ಖರೀದಿಸಿರುವುದು ಸರ್ಕಾರದ ಗಮನಕ್ಕೆ ಬಂದಿದೆಯೇ; ಬಂದಿದ್ದಲ್ಲಿ, ಸರ್ಕಾರ ತೆಗೆದುಕೊಂಡಿರುವ ಕ್ರಮಗಳೇನು; ಎಂ.ಎಸ್.ಐ.ಎಲ್ ನಿಗಮದ ಮರಳು ಖರೀದಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ ಸಂಪೂರ್ಣ ಮಾಹಿತಿ ಮತ್ತು ದಾಖಲೆಗಳನ್ನು ನೀಡುವುದು;	<p>ರಾಜ್ಯದಲ್ಲಿ 2017 ಮತ್ತು 2018ನೇ ಸಾಲಿನಲ್ಲಿ ಎಲ್ಲಾ ಕಟ್ಟಡ ನಿರ್ಮಾಣ ಕಾಮಗಾರಿಗಳಿಗೆ ಮತ್ತು ಸಿವಿಲ್ ಕಾಮಗಾರಿಗಳಿಗೆ ಮರಳಿನ ಅಗತ್ಯತೆ ಹಾಗೂ ಬೇಡಿಕೆ ಜಾಸ್ತಿ ಇದ್ದುದರಿಂದ ಎಂಎಸ್‌ಐಎಲ್ ಸಂಸ್ಥೆಯು 15-05-2017 ರಂದು ನಡೆದ 310ನೇ ನಿರ್ದೇಶಕ ಮಂಡಳಿ ಸಭೆಯಲ್ಲಿ ಮರಳನ್ನು ಆಮದು ಮಾಡಿಕೊಳ್ಳುವ ಬಗ್ಗೆ ನಿರ್ಣಯಿಸಿದ್ದು ಈ ದಿಶೆಯಲ್ಲಿ 24-05-2017ರಂದು ಗ್ಲೋಬಲ್ ಟೆಂಡರ್‌ಅನ್ನು ಕರೆಯಲಾಗಿತ್ತು.</p> <p>ರಾಜ್ಯದಲ್ಲಿ ಆಗಿನ ಮಾರುಕಟ್ಟೆ ಮಾಹಿತಿಯಂತೆ ಮರಳಿನ ದರ ಒಂದು ಮೆ.ಟನ್‌ಗೆ ರೂ.5000/- ದಿಂದ ರೂ.6000/- ವರೆಗೆ ಇದ್ದು, ಈ ಸಂದರ್ಭದಲ್ಲಿ ಸಂಸ್ಥೆಯು ಟೆಂಡರ್ ಮುಖಾಂತರ ಮರಳನ್ನು ರೂ.2100/-+ತೆರಿಗೆಯಲ್ಲಿ ಒಂದು ಮೆ.ಟನ್‌ಗೆ ಖರೀದಿಸಲಾಗಿದ್ದು ಈ ದರವು ಮಾರುಕಟ್ಟೆ ದರಕ್ಕೆ ಅಂದಿನ ದಿನಗಳಲ್ಲಿ ದುಪ್ಪಟ್ಟಾಗಿರುವುದಿಲ್ಲ. ಸಂಬಂಧಪಟ್ಟ ಟೆಂಡರ್ ದಾಖಲೆಗಳನ್ನು ಅನುಬಂಧ-1 ರಲ್ಲಿ ಲಗತ್ತಿಸಲಾಗಿದೆ.</p>
(ಆ)	ಮರಳು ಸರಬರಾಜು ಮಾಡಲು ವಿಶ್ವ ಮಟ್ಟದ ಟೆಂಡರ್‌ಗಳನ್ನು ಆಹ್ವಾನಿಸಿದ್ದು, ಟೆಂಡರ್ ಪ್ರಕ್ರಿಯೆಯಲ್ಲಿ ಭಾಗವಹಿಸಿದ ಕಂಪನಿಗಳಾವುವು; ಮರಳನ್ನು ಸರಬರಾಜು ಮಾಡಲು ಟೆಂಡರ್ ಪಡೆದ ಕಂಪನಿಗಳು ಯಾವುವು; ಒಟ್ಟು ಎಷ್ಟು ಮೆಟ್ರಿಕ್ ಟನ್ ಮರಳನ್ನು ಖರೀದಿಸಲು ಹಾಗೂ ಒಂದು ಮೆಟ್ರಿಕ್ ಟನ್ ಮರಳಿಗೆ ಎಷ್ಟು ಮೊತ್ತವನ್ನು ಪಾವತಿಸುವಂತೆ ನಿರ್ಧರಿಸಲಾಯಿತು; (ಸಂಪೂರ್ಣ ಮಾಹಿತಿ ನೀಡುವುದು)	<p>ದಿನಾಂಕ 12-07-2017ರಂದು ಗ್ಲೋಬಲ್ ಟೆಂಡರ್‌ನ್ನು ಕರೆಯಲಾಗಿದ್ದು ಟೆಂಡರ್‌ನಲ್ಲಿ ಈ ಕೆಳಕಂಡ ಇಬ್ಬರು ಬಿಡ್ಡುದಾರರು ಪಾಲ್ಗೊಂಡಿರುತ್ತಾರೆ.</p> <p>1) ಮೆ ಫೊಸಿಡೆನ್ FZE 2) M/s FIZA DEVELOPERS & INFRASTRUCTURES PVT. LTD.,</p> <p>ಮರಳನ್ನು ಸರಬರಾಜು ಮಾಡಲು ಟೆಂಡರ್ ಪ್ರಕ್ರಿಯೆ ಮೂಲಕ ಮೆ ಫೊಸಿಡೆನ್ FZE ಇವರನ್ನು ಆಯ್ಕೆ ಮಾಡಲಾಗಿದೆ.</p> <p>ಒಟ್ಟು 103872 ಮೆ.ಟನ್ ಮರಳಿಗೆ ಖರೀದಿ ಆದೇಶ ನೀಡಲಾಗಿರುತ್ತದೆ.</p> <p>ಒಂದುಮೆ.ಟನ್ ಮರಳಿಗೆ 2,100/-+ಜಿಎಸ್‌ಟಿ ರಷ್ಟು ಮೊತ್ತವನ್ನು ಪಾವತಿಸುವಂತೆ ನಿರ್ಧರಿಸಲಾಯಿತು.</p>

(ಇ)	<p>ಸರಬರಾಜಾದ ಮರಳನ್ನು ಮಾರಾಟ ಮಾಡಲು ತೆಗೆದುಕೊಂಡ ಕ್ರಮಗಳೇನು: ಬಂದು ಮೆಟ್ರಿಕ್ ಟನ್ ಮೆಟ್ರಿಕ್ ಸರ್ಕಾರ ನಿಗದಿ ಮಾಡಿರುವ ದರವೆಷ್ಟು: ಇಲ್ಲಿಯವರೆಗೆ ಮಾರಾಟ ಮಾಡಿರುವ ಮರಳೆಷ್ಟು: ಮಾರಾಟವಾಗದೇ ಉಳಿದಿರುವ ಮರಳು ಮತ್ತು ಮರಳಿನ ಮೌಲವೆಷ್ಟು: ಸರಬರಾಜಾದ ಒಟ್ಟು ಮರಳನ್ನು ಮಾರಿದರೆ ಸರ್ಕಾರ ವೆಚ್ಚ ಮಾಡಿರುವ ಮೊತ್ತಕ್ಕಿಂತ ಹೆಚ್ಚಿನ ಮೊತ್ತವನ್ನು ನಿರೀಕ್ಷಿಸಬಹುದೇ: (ಸಂಪೂರ್ಣ ಮಾಹಿತಿ ನೀಡುವುದು)</p>	<p>ದಿನಾಂಕ 08-05-2020 ಮತ್ತು 28-05-2020ರಂದು ಮರಳು ಮಾರಾಟ ಮಾಡಲು ಎರಡು ಬಾರಿ Expression of Interest ಕರೆಯಲಾಗಿದ್ದು, ಆದರೆ ಯಾವ ಏಜೆನ್ಸಿಗಳು ಸಕರಾತ್ಮಕವಾಗಿ ಪ್ರತಿಕ್ರಿಯಿಸಿರುವುದಿಲ್ಲ.</p> <p>ಸಂಸ್ಥೆಯು ತನ್ನ ಪ್ರಸ್ತುತ Carry & Forward ಏಜೆಂಟ್ ಅಲ್ಲದೇ BDA, KIADB, KRIDL, PWD ಮತ್ತು ಇತರೆ ಇಲಾಖೆಗಳಿಗೆ ಸಂಸ್ಥೆಯ ಬಳಿ ಮರಳು ದಾಸ್ತಾನು ಇರುವ ತನಕ ಸರಬರಾಜು ಮಾಡುತ್ತೇವೆಂದು ಪತ್ರ ಮುಖೇನ ವಿನಂತಿಸಿಕೊಂಡಿರುತ್ತದೆ. ಆದರೆ ಯಾವ ಇಲಾಖೆಯವರು ಸಕರಾತ್ಮಕವಾಗಿ ಸ್ಪಂದಿಸಿರುವುದಿಲ್ಲ.</p> <p>ಸಂಸ್ಥೆಯು ಮರಳನ್ನು 50 ಕೆ.ಜಿ. ಪಾಲಿಪ್ಯಾಕ್ ನಲ್ಲಿ 935 ಮೆ. ಟನ್ ಹಾಗೂ 3817.56 ಮೆ. ಟನ್ ಚಿಲ್ಲರೆಯಾಗಿ ಮಾರಾಟ ಮಾಡಲಾಗಿರುತ್ತದೆ.</p> <p>ಮರಳನ್ನು ಲೋಡ್ / ದೊಡ್ಡ ಪ್ರಮಾಣದಲ್ಲಿ ಮಾರುವಂತೆ ಸರ್ಕಾರ ಮರಳು ನೀತಿಯನ್ನು ಜಾರಿಗೊಳಿಸಿರುತ್ತದೆ.</p> <p>ತದನಂತರ 10000 ಮೆ. ಟನ್ ಮರಳನ್ನು ಚಿಲ್ಲರೆಯಾಗಿ ಲೋಡ್ ಮೂಲಕ ಮಾರಾಟ ಮಾಡಲಾಗಿರುತ್ತದೆ.</p> <p>ಇಲ್ಲಿಯವರೆಗೆ ಮಾರಾಟ ಮಾಡಿರುವ ಮರಳು 14752.56 ಮೆ.ಟನ್ ಆಗಿದೆ.</p> <p>ಬಾಕಿ ಉಳಿದಿರುವ ಮರಳು ಅಂದಾಜು 89119.41 ಮೆ.ಟನ್ ಆಗಿರುತ್ತದೆ. ಬಾಕಿ ಉಳಿದಿರುವ ಮರಳಿನ ದಾಸ್ತಾನನ್ನು ವಿಲೇವಾರಿ ಮಾಡಲು ಕ್ರಮ ಕೈಗೊಳ್ಳಲಾಗುತ್ತಿದ್ದು, ಮಾರುಕಟ್ಟೆಯಲ್ಲಿ ಇತ್ತೀಚಿನ ಮರಳಿನ ಬೇಡಿಕೆ ಅನುಸಾರವಾಗಿ ದರ ನಿಗದಿಪಡಿಸಿ ಮಾರಾಟ ಮಾಡಿದ ನಂತರದಲ್ಲಿ ಲಾಭ/ನಷ್ಟಗಳ ಅಂಶವು ತಿಳಿದುಬರುತ್ತದೆ.</p>
(ಈ)	<p>ಸದರಿ ಮರಳು ಮಾರಾಟದಿಂದ ಎಂ.ಎಸ್.ಐ.ಎಲ್ ನಿಗಮಕ್ಕೆ ಬಂದ ಆದಾಯವೆಷ್ಟು: ಆಗಿರುವ ನಷ್ಟವೆಷ್ಟು: ಬಂದು ವೇಳೆ ನಷ್ಟವಾಗಿದ್ದಲ್ಲಿ ಅದಕ್ಕೆ ಹೊಣೆಗಾರರು ಯಾರು ಅವರ ವಿರುದ್ಧ ಜರುಗಿಸಬಹುದಾದ ಕ್ರಮಗಳೇನು: ಪ್ರಸ್ತುತ ದರಕ್ಕಿಂತ ದುಪ್ಪಟ್ಟು ದರ ನೀಡಿ ಸರ್ಕಾರಕ್ಕೆ ಆರ್ಥಿಕ ನಷ್ಟ ಉಂಟು ಮಾಡಿರುವುದು ಕಂಡು ಬಂದಿದ್ದು, ಯಾವ ಉದ್ದೇಶಕ್ಕಾಗಿ ಮರಳನ್ನು ಖರೀದಿಸಲಾಗಿದೆ?</p>	<p>ಮರಳು ಮಾರಾಟದಿಂದ ಎಂಎಸ್‌ಐಎಲ್ ಸಂಸ್ಥೆಗೆ ಈವರೆಗೆ ರೂ.400.75 ಲಕ್ಷಗಳು ಬಂದಿರುತ್ತದೆ.</p> <p>ಎಂಎಸ್‌ಐಎಲ್ ಸಂಸ್ಥೆಯು ಒಟ್ಟು 103872 ಮೆ.ಟನ್ ಮರಳು ಸರಬರಾಜಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ ಇದುವರೆಗೆ ಸರಬರಾಜು ಮಾಡಿದ ಸಂಸ್ಥೆಗೆ ಬಿಡುಗಡೆಗೊಳಿಸಿದ ಮೊತ್ತ 1481.66 ಲಕ್ಷಗಳು.</p> <p>ಸಂಸ್ಥೆಗೆ ಬರಬೇಕಾಗಿರುವ ಮೊತ್ತ ರೂ.1080.91 ಲಕ್ಷಗಳು. ಇದಕ್ಕೆ ಪ್ರತಿಯಾಗಿ ಅಂದಾಜು 89119.41 ಮೆ.ಟನ್ ಮರಳು ದಾಸ್ತಾನು ಇರುತ್ತದೆ.</p> <p>ಮಾರುಕಟ್ಟೆಯಲ್ಲಿ ಮರಳಿನ ಕೊರತೆ ಕಂಡುಬಂದಿದ್ದು ಹಾಗೂ ಬೇಡಿಕೆ ಜಾಸ್ತಿ</p>

		<p>ಇದ್ದುದರಿಂದ ವಿದೇಶದಿಂದ ಮರಳನ್ನು ಅಮದು ಮಾಡಿಕೊಳ್ಳುವ ನಿರ್ಣಯವನ್ನು ಕೈಗೊಳ್ಳಲಾಗಿತ್ತು. ಬಾಕಿ ಉಳಿದಿರುವ ಮರಳನ್ನು ಪೂರ್ಣ ಪ್ರಮಾಣದಲ್ಲಿ ಮಾರಾಟ ಮಾಡಿ ತೀರುವಳಿ ಮಾಡಿದನಂತರ ಇದರಿಂದ ಉಂಟಾಗಬಹುದಾದ ಲಾಭ/ನಷ್ಟಗಳ ಅಂಶವು ತಿಳಿದುಬರುತ್ತದೆ. ಒಂದುವೇಳೆ ಇದರಿಂದ ನಷ್ಟ ಉಂಟಾದಲ್ಲಿ ಸಂಬಂಧಪಟ್ಟವರ ಮೇಲೆ ನಿಯಮಾನುಸಾರ ಕ್ರಮ ತೆಗೆದುಕೊಳ್ಳಲಾಗುವುದು.</p>
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ಸಂ:ಸಿಬಿ 80 ಸಿಎಂಐ 2021(ಇ)



(ಎಂ.ಬಿ ಪಾಟೀಲ)

ಬೃಹತ್ ಮತ್ತು ಮಧ್ಯಮ ಕೈಗಾರಿಕೆ ಹಾಗೂ
ಮೂಲಸೌಲಭ್ಯ ಅಭಿವೃದ್ಧಿ ಸಚಿವರು

ಓನುಬಂಧೆ - 1

Wednesday, 12 July 2017 15:43:09

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English

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Welcome CHANDRASHEKAR B Deputy General Manager Stationery Division

My Profile Indent Management Tender Management Catalogue Management Payment Contract Management Auction Management

Project Management

EMD Verification

Tender Details

Tender No.: MSIL/2017-18/IND71 Tender Title : SUPPLY OF RIVER SAND / CONSTRUCTION SAND
 Department: Mysore Sales International Limited Amount of Earnest Money Deposit (INR): 15000000

Payment Verification Results of Received Bids.

Sl No	Supplier Name	Bid Number	Bid Status
1	ABUJABEER S (POSEIDON FZE) *	B2276998	ACCEPTED
2	BAVA MOHAMMED FAROOKH (FIZA DEVELOPERS AND INFRASTRUCTURE PRIVATE LIMITED)	B2279150	REJECTED
3	Subramanya Devu Nalk (MYSORE SALES INTERNATIONAL LIMITED)	B2274043	REJECTED

Sign * :

Close Back Verification Complete

[Signature]
12/7/17

[Signature]
12/8/17

[Signature]
12/7/17

[Signature]
12/07/17
Authrized
sp for Poseidon FZE

[Signature]
12/7/17

[Signature]
Fiza Developers
12/7/17

2

**MYSORE SALES INTERNATIONAL LIMITED,
No.36, Cunningham Road
Bengaluru-5600-52
INDIA**

TELEFAX: 080-22355519 Telephone: 080-22264021-25
E-mail: msil.hrd@msionline Website: www.msionline.com

GLOBAL TENDER

TENDER NOTIFICATION NO: MSIL/EXIM/01/2017-18 Dated: 24.05.2017
[E-portal No. <https://eproc.karnataka.gov.in>]

TENDER DOCUMENT FOR

SUPPLY OF IMPORTED

NATURAL RIVER SAND (For Construction purpose)

(Manufactured Sand/Volcanic Sand/Pit Sand/
Crushed Stone Sand/Marine Sand/Desert Sand or any artificial Sand are strictly prohibited)

DUE DATE ON 04.07.2017 @ 15hrs.

ADDENDUM ISSUED ON 24-06-2017



(Light Brown Shade as shown above)

(Color specification of the Imported Sand as per Section III (GCC) (c) read with technical details as per Section VI)

CONTENT Subject	Particulars	Page No
Section I	Invitation for Tenders (IFT)	4
Section II	Instruction to Tenders (ITT) & Bid Data Sheet	5-22
Section III	General Conditions of Contract (GCC)	23-31
Section IV	Special conditions Contract (SCC)	32-40
Section V	Schedule of Requirements	41
Section VI	Technical Specifications	42-43
Section VII	Qualification Criteria	44-48
Section VIII	Tender Form	49-53
Section IX	Earnest Money Deposit / Bank Guarantee Form	54
Section X	Contract Form	55-56
Section XI	Performance Security Bank Guarantee Form	57

4

**MYSORE SALES INTERNATIONAL LIMITED,
No.36, Cunningham Road
Bengaluru -5600-52
INDIA**

Tender for

**SUPPLY OF APPROXIMATE THREE LAKHS MTs, OF IMPORTED NATURAL
RIVER SAND, PER MONTH, FOR A PERIOD OF 5 YEARS.**

**TENDER NOTIFICATION No. MSIL/Exim/01/2017-18 DATED 24.05.2017
[e-portal No MSIL/2017-18/IND71]**

Company's Name	Mysore Sales International Limited, No.36, Cunningham road Bengaluru-5600-52, INDIA
Purpose of this Tender	As per "Karnataka Transparency in Public Procurement Act 2000"
Tender reference	No. MSIL/Exim/01/2017-18 Dated 24.05.2017 [E-portal No. MSIL/2017-18/IND71]
Date & time of commencement of sale / downloading of tender document	25.05.2017
Pre bid meeting	At 3.30 P.M on 20.06.2017, at Corporate Office MSIL, Bengaluru-52
Last date and time for uploading of filled tenders (Both Part-I & Part-II)	04.07.2017 UPTO 15: 00 hrs.
Time & date of opening of Tender (Part-I)	06.07.2017 AT 15.30 hrs
Time & date of opening of Price bid (Part-II)	Shall be intimated later
Place of opening of part- I of tender	Mysore Sales International Limited, No.36, Cunningham road Bengaluru-5600-52
Address for communication	The General Manager (Import/Export) Mysore Sales International Limited, No.36, Cunningham road , Bengaluru-5600-52 Ph.No:080-22264026

5

TENDER FOR
SUPPLY OF APPROXIMATE THREE LAKHS MTs, OF IMPORTED NATURAL RIVER
SAND PER MONTH FOR A PERIOD OF 5 YEARS

SECTION I

INVITATION FOR TENDERS (IFT) No:...No.MSIL/Exim/01/2017-18 Dated 24.05.2017

1. Mysore Sales International Limited, Bengaluru-560052, Karnataka State (Purchaser) invites tenders in two parts (Part-I Technical bid and part-II Price bid) from eligible tenderers for the supply of the goods listed below: Supply of approximate three lakhs MTs, of Natural river sand per month for a period of 5 years. Color specification of the Imported Sand as per Section III (GCC) (c) read with technical details at as per Section VI
2. Tender documents (and additional copies) may be downloaded from e-procurement portal www.eproc.karnataka.gov.in from 24.05.2017 to 04.07.2017 up to 15.00 hrs, for a non-refundable tender processing fee as per e-portal. Interested tenderers may obtain further information at the same address. Mysore Sales International Ltd., Bengaluru-5600-52, Karnataka State will not be held responsible for delay, if any, in submitting the offer within the scheduled time.
3. Tenders must be accompanied by Bid security / Earnest Money Deposit, of Rs:5 crores (five crores) which, will have to be in any one of the options specified in the e-portal such as RTGS, direct debit, demand draft and OTC challan. Out of 5.Crores EMD, Rs.1.5 crores should be in the form of cash through any of the instruments stated above and the balance 3.5 crores by way of Bank guarantee as per the format enclosed. The Bank guarantee shall have to be valid for 45 days beyond the validity of the tender. Tenderer should upload the scanned copy of Bank Guarantee along with the offer and ensure that the original bank Guarantee should reach MSIL on or before the due date fixed for submission of tender. MSIL is not responsible for any delay in transit etc..
4. Tenders must be uploaded on or before 15.00 hrs on 04.07.2017 and Part I – will be opened on 06.07.2017 at 15.30 hrs. The price part (Part- II) of qualified tenders whose part – I is accepted will be informed to the tenderers and opened at a later date.
5. The price bid of tenderers whose part-I is accepted will be opened on a scheduled date and time which will be informed to the tenderers subsequently.
6. Others details can be seen in the tender documents.

6

SECTION II: INSTRUCTIONS TO TENDERERS
TABLE OF CLAUSES PART-I

Clause No	Topic
1	Eligible Tenderer
2	Cost of Tendering
	B.THE TENDER DOCUMENTS
3	Contents of Tender Documents
4	Clarification of Tender documents
5	Amendment of Tender Documents
	C.PREPARATION OF TENDERS
6	Language of Tender
7	Documents Comprising the Tender
8	Tender Form
9	Tender Prices
10	Tender Currency
11	Documents Establishing Tenderer's Eligibility & Qualification
12	Documents Establishing Goods Eligibility & Conformity to Tender Documents
13	Earnest Money Deposit
14	Period of Validity of Tenders
15	Format and Signing of Tender
	D.SUBMISSION OF TENDERS
16	Deadline for submission of Tenders
17	Late Tenders
18	Modification and Withdrawal of Tenders
	E.TENDER OPENING & EVALUATION OF TENDERS
19	Opening of Tenders by the Purchaser
20	Clarification of Tenders
21	Preliminary Examination
22	Evaluation and Comparison of Tenders
23	Contacting the Purchaser
	F.AWARD OF CONTRACT
24	Award Criteria
25	Purchaser's Right to Vary Quantities at Time of Award
26	Purchaser's right to Accept any Tender and to Reject any or all Tenders
27	Notification of Award
28	Signing of Contract
29	Performance Security
30	Corrupt and Fraudulent Practices
31	Bid Data Sheet

7

SECTION II: INSTRUCTION TO TENDERERS

A. INTRODUCTION

BACKGROUND

Mysore Sales International Limited (MSIL) is a company incorporated under the Indian Companies Act, 1956 having its registered office at MSIL House, #36, Cunningham road, Bengaluru-560 052. MSIL is a Government of Karnataka Enterprise involved in marketing multifarious goods and services for more than 5 decades. It has developed well-entrenched marketing networks all over the state and also in different parts of the country with its varied products/services ranging from operating of retail liquor outlets, manufacturing and selling of student note books, operating chit funds, marketing solar water heaters, Packaged drinking water, Pharmacy retail outlets, tours and travels, etc. MSIL has also expertise in handling air cargo, and any other business activities assigned by Government of Karnataka.

MSIL has established various Divisions like Beverages, Paper, Chit Funds, and Tours & Travels etc. MSIL has offices/warehouse and land/ building at various locations across the state and in other parts of the country. In order to further augment the business endeavor and also to diversify the products and services for sustained growth MSIL has also ventured into Sand import business. In this background, the company being a Govt of Karnataka enterprise is under obligation to follow the terms set out under the KTPP Act, for dealing in Sand import business by floating a short term global tender.

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 and defaulters in Income Tax, Sales Tax, Excise duty, Service Tax or any other applicable taxes.



2. Cost of Tendering:

- 2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and The Mysore Sales International Ltd., Bengaluru 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.

Bid reference (e-portal)	MSIL/2017-18/IND71
Uploading of bid documents on e-portal	From 25.05.2017 to 04.07.2017 up to 15:00 hrs
Tender processing fee to be paid to e-governance Account	As per e-portal
Approximate value of the Tender (For initial consignment)	Rs.150.crores
Earnest Money Deposit	Rs.5 crores
Date of opening of the Technical Bid	06.07.2017
Date of opening of the financial Bid	Shall be intimated later
Address for any clarification	The General Manager (Import/exports), MSIL #36, Cunningham road Bengaluru- 52,India. Ph:080-22264026

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) Sourcing Agent's/Supplier'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 documents or submission of 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 cables, e-mail, 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 tenders who have received the tender documents.

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. The purchaser reserves the right to modify the tender documents before the due date with intimation at e-portal which would be binding on the bidders.

5.2 All Prospective tenderers who received the tender documents will be notified of the amendment in writing by cable, by Fax or any amendments carried out by the tendering authority shall be duly updated and notified in the e-portal which will be binding on them. Those bidders who have not accepted or non receipt of acceptance shall amount to disqualification of such bidder(s).

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 another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purpose of interpretation of the tender, the transaction shall govern.

10

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 & 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 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, a brief description of the goods indicating the goods to be supplied, a general description of goods with lower and higher limits of properties which are within the scope of the intended usage of the goods, i.e. civil construction purposes, as per Indian specification with shade/color their probable countries of origin, quantity and prices.

9. Tender Prices:

9.1 The Tenderer shall quote the price on the basis of the specified goods delivered at the importing Port, onto the railway wagons, including the transportation and insurance charges up to Bengaluru in two parts as per Price schedule. The Purchaser reserves the right to redirect the transportation of goods to every District Head quarters across the State of Karnataka and any additional freight charges shall be borne directly by the Purchaser with the transporting authorities/companies.

9.2 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-respective and rejected, pursuant of 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 be established to the Purchaser's satisfaction.
- (a) That, in the case of a Tenderer offering to supply goods under the contract which the Tenderer intends to procure the goods covered in this tender from another party / parties or from one or more countries, the Tenderer shall establish a supply contract / MOU / agreement and produce such relevant proofs / documents to the satisfaction of the purchaser. The acceptance of the documents and / or proofs are at the sole discretion of the Purchaser
 - (b) That the Tenderer has the financial, technical, procurement, shipping, logistics handling, storing and packaging capabilities 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.; Clearances from all relevant Tax Authorities stating there are no major pending cases.
 - (ii) Details of experience and past performance of the tenderer on the tendered goods or similar goods (Sand and sand related goods only) in bulk within the past five years and details of current contracts in hand and other commitments.

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

- 12.1 Pursuant to ITT 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, data, and shall consist of:
- (a) A detailed description of the essential technical and performance characteristics of the goods meeting Indian standard shade and color as denoted in Section III (GCC)(c) read with technical details as per section VI.
 - (b) Test certificates of the goods complying to construction standards.
 - (c) If the Tenderer intends to import from more than one supplier and or from more than one country, then for all such intended goods, appropriate test certificates shall be provided.

- (d) In any case, every shipment of goods imported, shall have a test report from the sample drawn from each shipment.

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 ITT Clause 13.7.
- 13.3 The earnest money deposit shall be denominated in Indian Rupees.
- (a) EMD shall be remitted through e-procurement portal by the following modes of Payment of Rs. 1.50 Crores (a) Demand Draft (b) Debit Card (c) Net Banking (d) Remittance at the bank Counter (e) RTGS.
- (b) The bank guarantee of Rs. 3.50 Crores 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 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 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 Deposit, pursuant to ITT Clause 31.
- 13.7 The tender security may be forfeited:
- (a) If a Tenderer
- (i) Withdraws its tender during the period of tender validity specified by the Tenderer on the Tender form; or
- (ii) Does not accept the correction of errors and revised clauses pursuant to ITT Clause 22.2; or

- (iii) Submits fraudulent and fabricated documents with an ulterior motive to clinch the contract.
- (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 ITT Clause 17. The Purchaser as non-responsive shall reject a tender valid for a shorter period.
- 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. 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 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 or a person or persons duly authorized to bind the Tenderer to the Contract. The latter authorization shall be indicated by written power - of - attorney accompanying the tender. Person or persons signing the tender shall initiate all pages of the tender, except for un-amended printed literature.
- 15.3 Any interlineations, erasures or overwriting shall be valid only if the persons or persons signing the tender initiate them.
- 15.4 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.

16. Deadline for submission of tenders:

- 16.1 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 up to the appointed time on the next working day.
- 16.2 The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITT Clause 5, in

174

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.

17. Late Tenders:

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.

18. Modification and Withdrawal of Tenders:

18.1 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.

18.2 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.

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

18.4 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 tender during this interval may result the Tenderer's forfeiture of its earnest money deposit, pursuant to ITT Clause 13.7.

E. Tender Opening and Evaluation of Tenders

19. Opening of Tenders by the Purchaser

19.1 The Purchaser will open all tenders, in the presence of Tenderers representatives who choose to attend at 15.30 hours on 06.07.2017 and in the following location:

General Manager (Import/Export)..
Mysore Sales International Limited
No.36, Cunningham Road,
Bengaluru 5600-52
Karnataka State, India.

The Tenderers representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of tender opening being declared a holiday for the Purchaser, the tenders shall be opened at the appointed time and location on the next working day.

19.2 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 at the opening. No tender shall be rejected at tender opening, except

for late tenders. Which shall be returned unopened to the Tenderer pursuant to ITT Clause 18

19.3 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.

19.4 The Purchaser will prepare minutes of the tender opening.

20. Clarification of Tenders

20.1 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.

21. Preliminary Examination.

21.1 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.

21.2 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 Tender document.

21.3 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 tender security may be forfeited.

21.4 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.

21.5 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.

- 21.6 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.

22. Evaluation and Comparison of Tenders.

- 22.1 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.
- 22.2 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.
- 22.3 Pursuant to ITT Clause 22, evaluation of tenders will be carried out subject to the terms and conditions set out in Part-I & II (Technical/ Price evaluation).
- 22.4 The following are the pre-requisite for technical evaluation of the tenders
- a) The tenderer or their associates/subcontractors should have either Imported or should have been directly associated with the management/execution of the import of at least 1,00,000 Metric tons of River/Construction sand into India in any one of the last 5 years for which, documentary proof should be furnished. The tenderer or their associates/subcontractors, claiming credit on the above mentioned imports, should not have any pending litigation before any jurisdictional courts in India.
 - b) Tenders of tenderers quoting as authorized representative of a quarry owner/ Sourcing agent, meeting with the above requirement in full, can also be considered provided :
 - (c) The quarry owner/sourcing agent furnishes authorization in the prescribed format assuring full guarantee and warranty obligations as per GCC and SCC and
 - d)The tenderer should furnish the information on all past supplies and satisfactory performance for both a) and b) above, in pro-forma under Section XII.

The Tenderer will have to produce / evidence:

- e) A valid Port Service Agreement
- f) The importing Port should have a Cape vessel handling capacity.
- g) The importing Port must provide a certificate allocating dedicated storage to store 1 MMT of Sand or the Tenderer should have a storage capacity of at least 200 acres of open stockyard within 5 kms from the importing Port, for which, appropriate documents should be provided.
- h) Storage allocation certificate from the Port.

17

i) The importing Port should have a dedicated Railway siding for handling sand and the Tenderer should submit a Siding allocation certificate from the Port.

j) The importing Port should be well connected by Rail and Road to all the Districts of Karnataka. The importing Port should have AEO qualification.

k) The importing Port/the bidder should have an installed sand bagging facility of at least 12000 MT / day capacity.

l) Capability to supply One Crore PP bags per month with the Bag manufacturing facility, preferably, located close to the importing Port.

22.5 Only the bids, meeting the above technical prerequisites shall be entitled for opening the Part-II .

23. Contacting the Purchaser:

23.1 Subject to IIT 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.

23.2 Any effort by a Tenderer to influence the Purchaser in its decisions on tender evaluation, tender comparison or contract award result in rejection of the Tenderer's tender.

E- Award of Contract

24 .Post- qualification:

24.1 The determination of the Tenderer's ability to satisfactorily perform, on the award of the Contract, will be evaluated by taking into account the Tenderer's financial, technical and shipping/logistic capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to IIT Clause 11, as well as such other information as the Purchaser deems necessary and appropriate.

24.2 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.

24.3 Successful Tenderer shall also be entrusted to carry out the entire C & F, logistic and other distribution activities as per the instructions of MSIL from the designated CIF Point at Bengaluru/other districts in Karnataka to the final destination of unloading the imported sand. Accordingly, the prospective tenderer should have sound Rail/Road logistic and other manpower infrastructure for timely clearance and distribution of Imported sand on continuous basis to avoid Port/Railway siding congestion and consequential demurrages. Distribution network and supply chain management/channels of distributions shall have to be carried out as per the time to time instructions of MSIL.

24.4 In compliance to the substituted new sub-clause 24.3 the successful tenderer shall have to enter into a separate contract/MOU agreeing to carry out the above extended C&F, logistic, Manpower infrastructure for continuous receipt and movement of Imported sand. This provision is made to ensure that Imported sand is handled as a single window operation, tentatively, till such time regular solutions are arrived at.

24.5 The negotiated extended C & F/logistic charges shall be paid to the successful bidder separately in addition to the CIF price (Ex-Bengaluru/any other District Hqrs in Karnataka).

24.6 Accordingly, the prospective tenderer should only quote CIF price as per Section-II (c)(9.1) read with bid-data at ITT 9.2 (c), Section V- schedule of requirement- Part-II and also price format at Part-II for CIF at Bengaluru/other CIF district Hqrs (excluding extended C&F/logistic cost which shall be negotiated after award of contract).

24.7 Prospective tenderer should take note of the above additional logistic network as a combined work service contract and express their concurrence by a letter of undertaking to carry out the extended C&F/logistics service from Ex-CIF destinations as a pre-requisite to the technical bid (Part-I) of the tender

25 Award Criteria

25.1 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.

26 Purchaser's right to vary Quantities at Time of Award

26.1 The Purchaser reserves the right at the time of contract award to increase or decrease 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.

27 Purchaser's Right to Accept Any Tender and to Reject Any Or All Tenders.

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

28 Notification of Award

28.1 Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer in writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, that its tender has been accepted.

28.2 The notification of ward will constitute the formation of the Contract.

28.3 Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 31, 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.

28.4 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.

29 Signing of Contract.

29.1 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.

29.2 Within 21 days of receipt of the Contract form, the successful Tenderer shall sign and date the Contract and return it to the Purchaser.

30. Performance Security.

30.1 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.

30.2 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.

31 Corrupt or Fraudulent Practices

31.1 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 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;

(iii) Submission of fabricated documents with an ulterior motive to misguide the tendering authority in collusion with the foreign supplier and their associates.

- (b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in completing 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.

(21)
BID DATA SHEET

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to tenderers (ITT). Wherever there is a conflict, the provisions herein shall prevail over those in ITT.

Introduction	
Clause	Listed Information
ITT .1	Add new clause as follows: "1.3 As a matter of Policy, the Mysore Sales International Ltd. shall not consider any tender from the tenderer, if dispute / litigation initiated by or against MSIL on the one hand and tenderer or their agent on the other hand is pending in any court / forum. The decision on the same by MSIL is final and it is at the absolute discretion of MSIL."
ITT 1.1	Sub-Clause 3.1 a) shall be read as "Instruction to Tender (ITT) and Bid Data Sheet" Delete: "Earnest Money Deposit Form".
ITT 1.2	For the words : "Telex or cable or fax: Read as: "Cable or fax or e-mail
C- Preparation of Tenders	
ITT 2.	Prices of the goods quoted shall be on CIF basis to the nearest vantage port to Bangalore, as per price schedule format (Part-I & II)
ITT 2.1	Tender Currency: Price shall be quoted in INR value only.
ITT 2.2	Replace the same with the following: Earnest Money Deposit will have to be paid through e- portal in any one of the option specified such as Debit Card, Net Banking, NEFT/RTGS, and OTC challan.
ITT 2.3	This clause is revised as follows: "Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITT Clause 17. The Purchaser as non -responsive shall reject a tender valid for a shorter period"
ITT 2.4	Format and Signing of Tender: The tender will have to be uploaded and signed on e-procurement portal only.

Submission of Tenders	
ITT 3	<p>Add the following at the end of this sub-clause:</p> <p>"The Tenderer shall submit his bid in two parts as below: Part-1 : Part-1 will contain the Bid Security, qualification requirement, General and Special conditions of contract, Schedule of Requirements, Technical specifications, Tender form, Earnest Money Deposit, Performance Statement for last 5 years, Contract form, and Quality Control Form (without Price). Part-II: Part-II will contain only the Price schedule. The Part-I & Part – II of the tender will be opened on the scheduled date and time. The tender will have to be uploaded and signed on e-procurement portal only.</p>
ITT 3.1	<p>Delete last sentence which reads as:</p> <p>"In the event of the specified date for the submission of Tenders being declared a holiday for the Purchaser, the Tenders will be received up to the appointed time on the next working day."</p>
ITT 3.2	<p>Modification and withdrawal:</p> <p>Since this is e-tender through e-portal, the norms of e-portal are applicable for any modification and withdrawal of offers.</p>
ITT 3.3	<p>Opening of the tenders by the Purchaser:</p> <p>Since this is e-tender, the tenderers may view required documents in e-portal once the offers are opened. The opening of Part-I of the tender is scheduled at 3.30 pm on 06.07.2017.</p>
ITT 3.4	<p>Add in the beginning:</p> <p>Purchaser will evaluate the tenders with regard to the pre-qualification requirement indicted in the tender. The offers of tenderers who meet the pre-qualification requirement will be considered for evaluation of remaining part of Part-I of the tender. The offers whose Part-I is accepted will be informed and price bid opened.</p>
ITT 3.5	<p>Replace this clause with the following:</p> <p>The tenderers are advised to offer best possible lowest rate. Contract will be awarded to the lowest evaluated pre-qualified tenderer. In case the lowest evaluated price offered appears to be on higher side considering the prevailing market conditions, the Purchaser has the option to counter offer or cancel the tender and make re-tender.</p> <p>For the purpose of comparison with tenderers to arrive at the lowest tenderer, the price quoted for 100% payment against LC at sight will be considered.</p>
Award of Contract	
ITT 4.	<p>This clause gets revised as follows:</p> <p>"An affirmative determination will be prerequisite for award of the Contract to the tenderer. A negative determination will result in rejection of the Tenderers tender. The Purchaser will proceed with opening of price bid – Part-II of only the tenderers who meets the qualification criteria as per section VII and whose Part-I of the tender is accepted by the Purchaser.</p>

ITT 4.1	This clause gets revised as follows: "Subject to ITT clause 28, the Purchaser will award the Contract to the Lowest evaluated tenderer) whose Part-I of the tender is accepted by Purchaser. Provided further that the tenderer is determined to be qualified to perform the contract satisfactorily".
ITT 4.2	This clause is revised as follows: "Upon successful Tenderer's furnishing the Order/Contract acceptance, the purchaser will promptly notify the name of the winning tenderer to each unsuccessful tenderer and will discharge his EMD pursuant to ITT clause 13.0".
ITT 4.3	This clause is revised as follows: "At the same time as the purchaser notify the successful tenderer that its tender has been accepted, the purchaser will send the tenderer the contracts form provided in the tender document or purchase order, incorporating all agreements between the parties".
ITT 4.4	This clause is revised as follows: "Within seven days of receipt of contract form / purchaser order, the successful tenderer shall forward the order acceptance".
ITT 4.6	This clause is revised as follows : "The supplier has to furnish Bank guarantee or Standby LC equal to 5%, of the consignment value toward satisfactory performance of the contract, within 15 days from the date of order valid for 3 months from the date of supply / bill of lading. In case of any delay in Purchaser getting the performance Security Bank Guarantee / Standby LC, leading to delay in clearance of the document from bank, the demurrages if any incurred by MSIL on account of this, such demurrages shall be to suppliers account. The bank Guarantee or Standby LC will be returned to the Beneficiary only after the complete satisfactory execution of the order. For any breach or violation of terms and conditions including sub-standard material, the Bank Guarantee or standby LC is liable to forfeiture. Only after receipt of Bank Guarantee or Standby LC the value of LC will be released to the supplier. Copy of request letter to bank for issuance of Standby LC to be submitted with original documents.

General Manager I/c

24

SECTION III: GENERAL CONDITIONS OF CONTRACT (GCC)

TABLE OF CLAUSES

Clause No	Topic
1	Definitions
2	Application
3	Standards
4	Use of Contract Documents & Information, Inspection & Audit By Government
5	Patent Rights
6	Performance Security
7	Inspection & Tests
8	Packing
9	Delivery & Documents
10	Insurance
11	Transportation
12	Incidental Services
13	Payment
14	Prices
15	Change Orders
16	Contract Amendments
17	Assignment
18	Subcontracts
19	Delays in Supplier's Performance
20	Liquidated Damages
21	Termination for Default
22	Force Majeure
23	Termination for Insolvency
24	Termination for Convenience
25	Settlement of Disputes
26	Limitation of Liability
27	Governing Language
28	Applicable Law
29	Notice
30	Taxes and Duties

25

SECTION III GENERAL CONDITIONS OF CONTRACT (GCC)

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 Imported Natural River Sand (For Construction Purpose) originating from any part of the world, (except Indian origin). Countries in the list of global terrorism organization-DNB list are not entitled to supply the above Sand Consignment) for which the Supplier is required to supply to the Purchaser under this Contract. The Color of the imported sand should be invariably in light brown shade as shown in the representative slide uploaded in the e-portal/ website.
- d) "Services" means ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as shipping logistics, C & F storing, bagging / packaging etc., 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 place named in SCC.
- l) "Day" means calendar day.
- m) "Cable" shall include telegram and e-mail.

2. Application

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

3. Standards.

3.1 The Goods supplied under the Contract shall conform to the standards mentioned in the Technical Specifications.

4. Use of Contract Documents and Information,

- 4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the contract, or any provision thereof, or any specifications, plan, 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 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.

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

- 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 Consignment Value, valid up to 60 days after the date of completion of performance obligations including Warranty obligations. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected/replaced material shall be extended to a further period of 12 months and the performance Bank Guarantee for proportionate value shall be extended 60 days over and above the initial Warranty period.
- 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.

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.
- 6.3 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.

27

- 6.4 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 to the completion of the Supplier's performance obligations including Warranty obligations.

7. Inspection and Tests

- 7.1 The Purchaser or its representative shall have the right to inspect and /or to test the Goods to conform 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 subcontract(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 random sampling of the said goods from the stockpile.
- 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 met 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 Good's arrival at MSIL 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.

8. Packing

- Imported Sand must be packed in pre printed 50kg PP Bags with marking of serial numbers.
- 8.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit 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 transits.
- 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 Zone: North, South, East, West etc as per the instructions of the purchaser. Each Package will be marked on three sides with proper paint / indelible ink the following:
- i) Material ii) Contract No. iii) Supplier's Name and iv) Packing List Reference number.

9. Delivery and Documents

9.1 Delivery of the Goods shall be made by the Sea Port, Railway Wagon The supplier shall provide railway way bill comprising transit documents. Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and / or other documents to be furnished by the supplier are specified in SCC.

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 sight, 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 destination) 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 suppliers, 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 operations and /or movement of the supplied Goods;
- b. The supplier should deploy all material handling equipments for smooth loading unloading and onward transportation of sand from port of discharge to the designated sight/ yard of MSIL across Karnataka State.

13. Payment

13.1 The method and conditions of payment to be made to the Supplier under this contract shall be specified in the SCC

13.2 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.

13.3 Payment shall be made by way of LC at sight in USD.

14. Prices

14.1 Prices payable to the supplier as stated in the contract shall be firm during the performance of the contract. However, price increase at the rate of 3% per annum shall be considered on mutual terms subject to demand and supply coupled with price fluctuation in Imported Sand trade.

15. Change orders

15.1 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) The method of shipping or packing;
- b) The place of delivery; and / or
- c) The Services to be provided by the supplier.

15.2 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.

16. Contract Amendments

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

17. Assignment

17.1 The supplier may assign whole or part of this tender performance and resulting contract obligations to one or more individuals or firms(sub-contractors) without violating any clauses and the same shall be with the Purchasers prior written consent. All and / or any consequences arising out of such assignment to a third party (ies) shall not impede the contractual obligations between MSIL and the Supplier.

18. Subcontracts

18.1 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.

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

19. Delays in the supplier's Performance

19.1 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.

19.2 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, it's 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 ratified by the parties by amendment of the contract.

19.3 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 pursuant to GCC Clause 21.2 without the application of liquidated damages.

20. Liquidated Damages

20.1 Subject to GCC Clause 24, if the supplier fails to delivery 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.

21. Termination for Default

21.1 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 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.

21.2 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, 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.

22. Force Majeure

22.1 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 an 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.

22.2 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, cyclones, mining embargoes by the supplying countries, epidemics, quarantine restrictions and freight embargoes.

22.3 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 all reasonable alternative means for performance not prevented by the Force Majeure event.

23. Termination for Insolvency

23.1 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 after any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

24. Termination for Convenience

24.1 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

24.2 The Goods that are complete and ready for shipment within 30 days after the Purchaser shall accept the Supplier's receipt of notice of termination 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 for materials and parts previously procured by the Supplier.

25. Settlement of Disputes

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

25.2 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.

- 25.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- 25.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 25.5 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.

26. Limitation of Liability

- 26.1 Except in case 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 execution 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 replacing defective and.

27. Governing Language

- 27.1 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 the parties exchange, shall be written in the same language.

28. Applicable Law

- 28.1 The contract shall be interpreted in accordance with the laws of the Union of India before any law court within Bengaluru Jurisdiction.

29. Notices

- 29.1 Any notice given by one party to the other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in SCC.

30. Taxes and Duties

- 30.1 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 at his designated site at Bangalore/ across the state of Karnataka.

33

SECTION IV: SPECIAL CONDITIONS OF CONTRACT (SCC)

TABLE OF CLAUSES

Clause No	Topic
1	Definitions (GCC Clause 1)
2	Patent Rights (GCC Clause 5)
3	Performance Security (GCC Clause 6)
4	Inspection and Tests (GCC Clause 7)
5	Packing (GCC Clause 8)
6	Delivery and Documents (GCC clause 9)
7	Insurance (GCC Clause 10)
8	Transportation (GCC 11)
9	Incidental Services (GCC Clause 12)
10	Payment (GCC Clause 15)
11	Change Order (GCC Clause 17)
12	Liquidated Damages (GCC Clause 22)
13	Termination for default (GCC Clause 23)
14	Termination for convenience
15	Settlement of Disputes (GCC Clause 27)
16	Notices (GCC Clause 31)
17	Taxes and duties (GCC Clause 32)
18	Progress of Supply
19	Supplier Integrity
20	Jurisdiction
21	Mode of Dispatch
22	Purchasers permission after expiry of delivery period
23	Change in Port / mode of shipment
24	LC amendment / extension charges
25	Order Acknowledgement

34

SECTION IV: SPECIAL CONDITIONS CONTRACT

SPECIAL CONDITION 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)

Clause 1.1 a) shall get revise as follows:

“The Contract” means the agreement entered in to 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 / purchase order released by the purchaser duly acknowledge by the supplier”.

a)The Purchaser is The Mysore Sales International Ltd.,Bengaluru- 560052, Karnataka.

b)The supplier is.....

c) Purchaser’s country is India.

d) Project site is “The Mysore Sales International Ltd., Bengaluru – 560052 and all the designated sites/yard across, Karnataka, state.”

2. Patent Rights (GCC Clause 6)

Add at the end:

“In the event of any claim asserted by a third of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any 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.”

3. Performance Security (GCC Clause 6)

The clause shall read as follows:

“The supplier has to furnish Bank guarantee or Standby LC equal 5% of the consignment value towards satisfactory performance of the contract, within 15 days from the date of order valid for 3 months from the date of supply / bill of lading. In case of any delay in Purchaser getting the performance Security Bank Guarantee / Standby LC, leading to delay in clearance of the document from bank, the demurrages if any incurred by MSIL on account of this, such demurrages shall be to suppliers account. The bank Guarantee or Standby LC will be returned to the Beneficiary only after the complete satisfactory execution of the order. For any breach or violation of terms and conditions including sub-standard material, the Bank Guarantee or standby LC is liable to forfeiture. Only after production of Bank Guarantee or Standby LC the value of LC will be

35

released to the supplier. Copy of request letter to bank for issuance of Standby LC to be submitted with original documents.”

The performance security shall be denominated in INR shall be in one of the following forms:

“A Bank Guarantee or irrevocable Letter of Credit, issued by Suppliers bank / a nationalized / scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser”, or

“Crossed demand draft or pay order drawn in favour of the Purchaser”.

The Performance Security will be discharged by the Purchaser and returned to the supplier not later than 30 days following the date of completion of the Supplier's performance obligations, including supplied goods meeting the specifications as tested at Purchasers laboratory on receipt of goods. 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 to the completion of the supplier's performance obligations.

4. Inspection and Tests (GCC Clause 7)

Add the following clause after sub clause 7.5:

4.1 Third Party Inspection:

Unless otherwise mentioned, it would be taken that the price quoted is inclusive of inspection by third part SGS or Bureau VERITAS any other certifying agency in the Country of origin. If so, a certificate issued by third party should be sent to the purchaser before shipment. Only on clearance by the purchaser, shipment shall be arranged. The certificate from the inspection authority confirming that the inspected and certified sand only has been shipped should accompany the shipping documents with inspection certificate.

Any tenderer who is unable to agree for above clause under 4.1 above, such tenders will be considered provided;

a) The tenderer agrees to provide Security deposit equal to 5% of the consignment value.

b) Tenderer agrees that he would abide by the test result of sand conducted at MSIL as per quality standards"

4.2 Shipment samples and inspection by Supplier:

Samples to be drawn from the shipment for 'The Mysore Sales International Ltd., Bengaluru, and the same to be inspected for quantity, quality by the sourcing authority/country of origin as the case may be, certifying to the effect that the sand to be shipped to the, The Mysore Sales International Ltd., conforms to the specification indicated in the Tender conditions/Purchase Order. Supplier will have to furnish such a certificate, which shall specify the entire test parameters and results to establish the fact that the consignment has been inspected thoroughly and conforms to order specifications and meet all the standard set by all the Governing authorities/Regulatory agencies etc.,.

4.3 Quality Inspection by Mysore Sales International Limited:

Supplier should warrant that the sand shipped is as per the specification defined in the Tender/Purchaser Order. After receipt of the sand consignment at site, the sand samples will be taken and tested in the MSIL designated Laboratory/agency whose

36

results will be binding and final. In case, the sand is rejected due to non-conformance of quality, it will be lying at MSIL stockyard at vendors' risk and responsibility. MSIL reserves the right to use the rejected sand if found necessary at a later stage at a pro-rata reduced rate considering each parameters of the specifications, subject to security deposit value, or any other measures deemed fit in the case.

The MSIL reserves the right to inspect all shipments before or after delivery and to reject any material that may be defective or not in accordance with the specifications as to the quality or performance. In such case, replacement or refund should be made as desired by the Purchaser.

5. Packing (GCC Clause 8)

Packing shall be as per the instructions of the purchaser packed in 50kg PP bags. The supplier should ensure uniform quantity in each package for easy identification for quantification

All packing should bear the following markings:

From: (Source of supply / Suppliers Full Address)

To: The Mysore Sales International Ltd.,
No.36, Cunningham Road,
Bengaluru 5600-52
Karnataka State, India.

Commodity: Natural River Sand (For construction purpose).

6. Delivery and Documents (GCC Clause 9)

Upon shipment of goods, the supplier shall notify by fax/ e-mail the Purchaser full details of the shipment including contract number, bill of lading number and date, name of the vessel, port of shipment, Port of discharge, transshipment if any, description of goods, quantity, value of goods, gross & net weight, name of the consignee etc. to Purchasers Bengaluru Office as below:

General Manager (Export/Import)
The Mysore Sales International Ltd.,
No.36, Cunningham Road,
Bengaluru 5600-52
Karnataka State, India.

TEL: +91-(0) 080-22264021-25

TELEFAX: 080-22355519

E-mail: msil.hrd@msilonline Website: www.msilonline.com

37

The Tenderer will be responsible for clearing the cargo at the Customs and delivering the goods at Bengaluru with the following documents.

- i) Copies of the supplier invoice showing order number, goods description, quantity, unit price, total amount.
- ii) Copy of Bill of Lading (Non negotiable)
- iii) List identifying the contents of each package.
- iv) Insurance Certificate
- v) Certificate of Origin
- vi) Suppliers test certificate
- vii) Supplier's moisture certificate indicating percentage of Air Dry Weight adopted for invoice calculation.
- viii) Inspection certificate issued by the nominated inspection agency (SGS / Bureau VERITAS)

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.

7. Insurance (GCC Clause 10)

The goods supplied under the contract shall be fully insured against loss or damage incidental to sourcing or acquisition, transportation, storage and delivery. The insurance shall be obtained by supplier in an amount equal to 110% of value of goods from ware house to ware house (final destination) on 'All Risks' basis including War risks and strikes. Following clause should be incorporated in the certificate of insurance: Notification period should be 60 days from the date of receipt of consignment at sight.

In case of any insurance claims arise; it will be the responsibility of the supplier / his Indian Agent to settle the same.

The claims of Purchaser towards any shortages notice by Purchaser shall be settled by supplier within 30 days of such notice or the expiry of the Security Deposit Guarantee whichever is earlier.

8. Transportation (GCC Clause 11)

Add at the end:

Supplier shall allow 14 days free time for handling and clearing the cargo (i.e., sand in this case received in break bulk. Steamer agents at the load port should give messages in writing to their counter parts at Port of discharge permitting 14 days free time for the importer in handling and clearing the cargo. A copy of such message should be sent to Purchaser's Bengaluru Office.

9. Incidental Service (GCC Clause 12)

The following services are covered under Suppliers scope and the cost shall be included in the contract price:

- a. Sourcing authority/ Country of origin
- b. Arranging 3rd party inspection (SGS/Bureau Veritas)
- c. Getting clearance of Purchaser on test results of 3rd party inspector
- d. Loading
- e. Transportation of Port of Loading
- f. Transportation of Port of Discharge
- g. Unloading of Port of discharge
- h. Storage at Port of discharge, onward transportation, unloading and storage further loading at MSIL designated district yards across Karnataka. The suppliers should also facilitate for loading of MSIL customer trucks, Rail racks from its yard.
- i. Insurance of material
- j. Taking up insurance claims if any
- k. Any other service required for satisfactory completion of the contract

10. Payment (GCC Clause 15)

100% payment shall be made by way of Letter of Credit at sight. Purchaser will establish irrevocable Letter of Credit through a nationalized Bank in India. All L/C opening charges to Purchaser's account and opener's bank charges to Purchasers account. Beneficiary bank charges to beneficiary account. Any amendments caused due to Beneficiary, such bank charges shall be to the Beneficiary account.

10.1 50% of payment would be made at the port of discharge on presentation of bill of lading/shipping bill along with necessary quantity/quality certificates issued by the third party inspection appointed by the purchaser. Balance 50% would be cleared once the consignment is onward transshipped to the CIF destination by Rail after presentation of all the documents.

If confirmation is to be added to the Letter of Credit at the foreign bank, then beneficiaries shall bear the confirmation cost.

L/C shall allow transshipment

L/C shall allow partial shipment.

Other conditions such as Drafts to be drawn on negotiating Bank etc, to be clearly specified by the supplier.

LC shall be arranged by Purchaser for each shipment separately. The LC for first shipment shall be opened within 15 days from the date of order or 45 days from

(39)

the date of tender closing, whichever is later. Supplier shall arrange supply within 15 days from the date of opening of LC.

11. Change Order (GCC Clause 17)

Add the following at the end of sub-clause 17.1 (d),

“ e) Ordered quantity.”

In sub clause 17.2,

For the words “within thirty (30) days”

Read as “Within ten (10) days”.

12. Liquidated Damages (GCC Clause 22)

In Sub-clause 22.1,

For the words “up to a maximum deduction of 10%”

Read as “up to a maximum deduction of 5%”

13. Termination for default (GCC Clause 23)

Under Sub - clause 23.1. c),

For the word “Borrower”

Read as “Purchaser”.

14. Termination for Convenience (GCC Clause 26):

Add at the end:

“If Purchaser terminates the contract before opening of LC for second shipment canceling the quantity covered in second shipment, clause 26.2 will not apply and the contract stands terminated without any obligations on the part of Purchaser.

15. Settlement of Disputes (clause 27)

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

1. In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, by a Sole Arbitrator. The sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian council of Arbitration shall appoint. A certified copy of the appointment Order shall be supplied to each of the Parties.
2. Arbitration proceedings shall be held at Bengaluru Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
3. The decision of the arbitrators shall be final and binding upon both parties. The cost and expense of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the

40

preparation, presentation etc. of its proceedings shall be borne by each party itself.

16. Notices (clause 31)

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

Purchaser: General Manager (Export/Import)
The Mysore Sales International Ltd.,
No.36, Cunningham Road,
Bengaluru 5600-52
Karnataka State, India.

Supplier: (To be filled in at the time of contract Signature)

.....
.....

17. Taxes and duties

Replace the existing clause with following:

“All statutory levies in the country of origin shall be borne by the Supplier, along with any levies upto CIF destination shall also be to the supplier’s account.”Accordingly these elements to be incorporated in the unit price quoted by the tenderer.

18. 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 dispatched /delivered to consignees and date;
- Quantity where incidental services have been satisfactorily completed with date;

Date of completion of entire quantity covered in the Contract including incidental service if any;

19. 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.

20. Jurisdiction :

41

The courts at Bengaluru shall have the jurisdiction to deal with and decide any matter arising out of the tender.

21. Mode of dispatch:

By sea freight in the form of break bulk, onward supplies to be in the form of 50kg PP Bags to the CIF destination at Bengaluru/other district Hqrs across the state of Karnataka through railway wagons.

22. Purchasers permission after expiry of delivery period:

In case the supplier is unable to meet the delivery schedule indicated for any reason including rejection at destination due to failure to meet the required specifications, the supplier must have the Purchaser's permission prior to shipping material against such unfulfilled part of delivery schedule.

23. Change in Port / Mode of Shipment :

In case the Supplier is unable to ship the goods to the port of shipment and mode of shipment (by container / break bulk) agreed and wants to change the port of shipment and / or mode of shipment, and if there is any extra expenditure to Purchaser to get the goods to its sight, due to such change in port / mode of shipment, such extra expenditure shall be borne and settled by Supplier before the expiry of the performance security deposit furnished by supplier. Purchaser shall have the right to appropriate such extra expenditure from and out of the performance security deposit bank guarantee / standby LC provided by the supplier.

24. LC Amendment / extension Charges :

In case of any delay in arranging shipment by Supplier and thereby LC needs an extension, such LC extension charges shall be borne by the Supplier. Similarly if Supplier requests any additional amendment to LC, for such LC amendment the charges shall be borne by supplier.

25. Order Acknowledgement :

Immediately after receipt of order, supplier should airmail their Order Acknowledgement in duplicate duly signed. Order Acknowledgement should indicate our Purchase Order No. and Date, Description, price, total value, agency commission payable if any, delivery, payment terms, Import Licence particulars WITHOUT FAIL

42

SECTION V: SCHEDULE OF REQUIREMENTS

Part-1
Schedule -I

SL No	Brief Description	Unit	Qty	Delivery Schedule	EMD
1	NATURAL RIVER SAND (For Construction purpose)(Manufactured Sand/Volcanic Sand/Pit Sand/Crushed Stone Sand/Marine Sand/Desert Sand or any artificial Sand are strictly prohibited). Color of the sand should be light brown as shown in the representative slide at e-portal/website.	MTs	Approx.3 Lakhs MT per Month for a period of 5 years	Staggered Delivery. Supplies shall be made at the rate of 50 thousand MTs with a gap of 15 days in between and total quantity in 10 Shipments(Initially for 10 months) . Purchaser shall have the right to alter the schedule based on stockyard status and back to back demand and supply schedule at the domestic market.	Rs 5.00Crore

Note: 1. The supplier shall contact shipping lines and ascertain the voyages before Confirming the delivery schedule.

PART-II (Incidental Services)

- a. Source of origin of consignment
- b. Arranging 3rd party inspection (SGS/Bureau VERITAS)
- c. Getting clearance of Purchaser on test results of 3rd party inspector
- d. Loading
- e. Transportation of Port of Loading
- f. Transportation of Port of Discharge
- g. Unloading of Port of discharge
- h. Reloading into wagon/ Trucks transportation to the respective yard of MSIL across the state, unloading stacking reloading into MSIL customers wagon trucks etc.
- i. Insurance of material
- j. Taking up insurance claims if any
- k. Any other service required for satisfactory completion of the contract

PART-III

Natural River Sand packed in 50kg PP bags should be supplied on lot wise quantity in staggered manner between specified intervals on repeat order basis during the currency of the contract.

Note:

1. The quantity indicated above is approximate only. MSIL has the option to increase/decrease the quantity at the same price, terms and conditions at the time of ordering.
2. During the tenure of contract MSIL may increase or decrease the quantity with mutual consent.
3. Purchaser reserves the right to release more than one order for its requirements.

43

SECTION-VI TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

—Natural River Sand (For Construction purpose)
(Manufactured Sand/Volcanic Sand/Pit Sand/
Crushed Stone Sand/Marine Sand/Desert Sand or any artificial Sand are strictly prohibited)

44
(TECHNICAL DETAILS)

Technical Specification of Natural River Sand(For Construction purpose)
(Manufactured Sand/Volcanic Sand/Pit Sand/
Crushed Stone Sand/Marine Sand/Desert Sand or any artificial Sand are strictly
prohibited)

**SUITABILITY OF COARSE AND FINE AGGREGATES OF SAND FROM
NATURAL SOURCES FOR CONCRETE - SPECIFICATION AS PER IS 383**

Sl. No	Test required	Requirement as per IS 383	Remarks
Physical test			
1	Sieve Analysis	Zone-II & Zone-III	Zone-II grading sample suitable for concrete and Zone-III grading sample suitable for Plastering purpose
2	Material finer than 75 microns (%)	Max.3% by weight	
	Fineness Modulus	2.2 to 3.2	
3	Specific gravity	Not specified in IS 2383	1.6 or more required
4	Bulk density(kg/lit) Loose Rodded	Not specified in IS 2383	
Chemical Test:			
1	Soundness (Weight loss after 5 cycles) Sodium Sulphate Magnesium sulphate	Max. 10% Max.15%	
2	Acid Soluble chloride content	Not specified in IS 2383	<0.03% for coarse and <0.06% for fine sand
3	Sulphate(%), as SO ₃	Not specified in IS 2383	<0.4% for both Coarse and fine sand
4	Alkali aggregate Reactivity:(Millimoles/lts) a)Reduction in Alkalinity of 1.0 N NaOH b)Silica Dissolved	Not specified in IS 2383	

Note:

1. Tests to be carried out as per plant quarantine (Regulation of Import into India order, 2003).
2. Two Kg. sand samples along with supplier specification sheet should be sent without fail for Purchaser's Laboratory analysis or equivalent such as SGS etc., along with the technical bid Part - 1. If the sample is not received along with bids, the bid will be rejected.
3. The tenderer should furnish along with the bills, percentage of moisture variation calculation to arrive at MT and price.
4. The supplier should ensure that the sand supplies conform to the specification.
5. The moisture content over 5% will have to be made up with the substitution of equal quantity.

Date:

(Signature of Tenderer)
Name and address of the Tenderer

45

SECTION VII: QUALIFICATION CRITERIA

(Referred in clause 11.2 (b) of ITT)

- a) The tenderer or their associates/subcontractors should have either Imported or should have been directly associated with the management/execution of the import of at least 1,00,000 Metric tons of Natural River sand into India in any one of the last 5 years for which, documentary proof should be furnished. The tenderer or their associates/subcontractors, claiming credit on the above mentioned imports, should not have any pending litigation before any jurisdictional courts in India.
- b) Tenders of tenderers quoting as authorized representative of a quarry owner/ Sourcing agent, meeting with the above requirement in full, can also be considered provided:
 - (I) The quarry owner/sourcing agent furnishes authorization in the prescribed format assuring full guarantee and warranty obligations as per GCC and SCC and
- c) The tenderer should furnish the information on all past supplies and satisfactory performance for both a) and b) above, in pro-forma under Section XII.

The Tenderer will have to produce / evidence:

- d) A valid Port Service Agreement
- e) The importing Port should have a Cape vessel handling capacity.
- f) The importing Port must provide a certificate allocating a dedicated storage to store 1 MMT of Sand or the Tenderer should have a storage capacity of at least 200 acres of open stockyard within 5 kms from the importing Port for which appropriate document should be provided.
- g) Storage allocation certificate from the Port.
- h) The importing Port should have a dedicated Railway siding for handling sand and the Tenderer should submit a Siding allocation certificate from the Port.
- i) The importing Port should be well connected by Rail and Road to all the Districts of Karnataka.

46

- j) The importing Port should have AEO qualification.
- k) The importing Port/the bidder should have an installed sand bagging facility of at least 12000 MT / day capacity.
- l) Capability to supply One Crore PP bags per month with the Bag manufacturing facility, preferably, located close to the importing Port.
- m) Note: The bidder should submit necessary documentary proof pertaining to the conditions set out at a to l as notified above to qualify Part-I technical bid.
- n) All the certificates and documents submitted in support of Part-I & II of the tender should be scanned and uploaded in the e-portal. Original copies should be submitted before Award of Contract. Any certificates found to be fake/fabricated/unauthentic will be liable for rejection of contract besides forfeiting EMD, followed by legal action.
- o) Purchaser reserves the right to verify Imported Sand sourcing documents from the respective export countries to the Lessee and the supplier

17

Tenderer shall furnish the following information in his offer:

I. INFORMATION ABOUT TENDERERS:

1. Registered Business Name and Address:
2. Registered Business Address
3. Telephone No., / Fax No. / e-mail address
4. Name(s) and positions(s) of Person(s)
Who may be contacted for further information if required:
5. Nature of firm/Company, Whether
Quarry owner or Trader (if a Trader, Letter of Authorisation to be furnished)
6. Quarry owner/supplier/ stockist Capacity
Name of Business
7. Whether his business is registered
(Copy of Registration to be enclosed)
8. Date of commencement of business
9. Central & State Sales Tax Nos.
11. Name and Address of quarry
owner/supplier
14. Name & Address of supplier on whom
order and LC to be released.
12. Name and address of beneficiary's banker
SWIFT CODE NO.
BANKERS ACCOUNT NO.

13. Quantity of offered: Natural River Sand
14. Delivery offered:
15. Whether the natural river sand
specification sheet is attached:
16. Whether minimum 2 KG sample is sent
17. Countries of Origin

48

- 18. Validity of Offer. (90 days)
- 19. Currency in which price is quoted
- 20. Whether the price indicated is inclusive of 3rd party inspection.
- 21. Sea Port of Destination Please specify
- 22. Supply offer by Container / Break Bulk
- 23. Currency in which quoted (INR)
- 24. Price basis quoted – CIF basis

Sl.No	Year	Qty. supplied in ADMT	Name of the buyer
1	2011 -2012		
2	2012 – 2013		
3	2014 – 2015		
4	2015-2016		
5	2016 -2017		

49

B. CERTIFICATES / DOCUMENTS TO BE ENCLOSED:

(Strike whichever is not applicable).

1	State / Central Sales Tax Reg. No. & Date	ENCLOSED / NOT ENCLOSED
2	Income Tax Clearance Certificate from the Income Tax Dept., for previous 2 Years. Sales Tax /Service Tax Clearance for the department for the previous 2 years	ENCLOSED / NOT ENCLOSED
3	Audited Balance Sheet and Profit & Loss A/c.- 2 years in past 5 years meeting the PQ requirement. 3.(a) In case of start-up companies/SPV comprising consortium, the consortium partners audited Balance sheet should be provided	ENCLOSED / NOT ENCLOSED ENCLOSED / NOT ENCLOSED
4	Authorization Letter from the Principals (in the case of a Trader).	ENCLOSED / NOT ENCLOSED
5	Details of similar supplies/ works done	ENCLOSED / NOT ENCLOSED
6	Satisfactory completion Certificates from buyers for having supplied similar items	ENCLOSED / NOT ENCLOSED
7	Reference List of supplies made	ENCLOSED / NOT ENCLOSED
8	Declaration stating that the Tenderer will procure the materials from the entity which is not in the list of global terrorism organization(DNB list)	

I/We hereby declare that the particulars furnished above are true and correct to the best of my/our knowledge and accept all the terms and conditions as per the Tender No.....dt.....

SIGNATURE OF THE TENDERER
WITH SEAL/STAMP

SECTION VIII : TENDER FORM

50

IFT NO:.....

DATED:.....

To: The Mysore Sales International Ltd., Cunningham Road, Bengaluru – 5600-52.

Dear Sir/Gentlemen:

Having examined the Tender documents including Addenda Nos.....(insert numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply the Natural River Sand, Sand in conformity with the said tender documents for the sum indicated in separately sealed Part –II of the tender (Price bid).

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% of the consignment value 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 completing 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.

Date this.....day of.....2017

(Signature)

(In the capacity of)

Duly authorized to sign Tender for and on behalf of

51

PRICE SCHEDULE

PART-II

PART II: PRICE FORMAT

TENDER NO: MSIL/Exim/01/2017-18 dt 24.05.2017

Supply of Approx 3 Lakhs MTs of Natural River Sand.

Part -I Price factor including the following, at Note A (1 to 28) below:-

Schedule No.	Item Description	Unit	Quantity offered	Price for each MT of sand (As per Note A (1 to 28) in INR
1	2	3	4	5
1	Natural River Sand (packed in 50kg HDPE bag duly marked with MSIL logo and serial number) as specified in Section III (GCC)(c)	MT		

Total price in words: _____

Note: - A. . Per MT CIF value at the port of discharge is inclusive of the following.

1. Export duty and other export origin national levies
2. Export documentation price.
3. Sand dredging from river bed costs
4. Load port local / marine agency cost
5. Third party sampling inspection cost
6. Testing laboratory charges
7. Exporting port expenses
8. Barging cost to mother vessel
9. Loading / stevedoring onto mother vessel FOB
10. Fumigation cost
11. Freight cost Indian destination port (including Ocean freight & Insurance)
12. Clearance cost to local agents / Marine agents at discharge port.
13. Custom import duty / cess / levies (Cargo imported from ASEAN countries must have ASEAN document to avail duty exemption / discount)

52

14. Discharge port Wharfage cost.
15. Stevedoring expenses at discharge port.
16. Discharge port Local agents / Marine agent cost.
17. Inter-carting expenses from wharfage to stock yard.
18. Stacking at stock yard
19. Inter-carting to bagging unit
20. HDPE Bags cost, and MSIL emblem/instructions/printing cost on bags.
21. Bagging cost
22. Inter-carting to railway wagon loading yard.
23. Sampling / testing laboratory charges
24. Third party Inspection charges
25. Any demurrages on railway or discharging operations to consider
26. IGST if any, from the port of discharge to CIF destination at Bengaluru.
27. Loading onto Railway wagons.
28. And any other costs, levies etc., upto loading on to Railway wagon

Other information to be furnished:

Currency in which price is quoted:	INR only
Name and address of Supplier on whom LC is to be opened	
Name and address of the Banker in whose favour the LC is to be opened	
Swift code No	
Bank Account No	

Note: In case of discrepancy between unit price and total price, the unit price will prevail

Signature of

Tenderer with official seal

Name & Address

53

Part-II Price factor including the following, at Note B (1 to 2) below :-

Schedule No.	Item Description	Unit	Quantity offered	Price for each MT of sand (As per Note B (1 to 2) in INR
1	2	3	4	5
1	Railway freight from the port of discharge to Bangalore for transporting Imported Natural River Sand (packed in 50kg HDPE bag duly marked with MSIL logo and serial number) as specified in Section III (GCC)(c)	MT		

Total price in words: -----

Note: - B. Per MT CIF value at Bengaluru to be inclusive of the following:-

1. Railway transport charges (as per railway tariff rate) upto Bengaluru goods shed yard (include accidental overloading).
2. Insurance on surface transport if the importing port is not in Karnataka, including transit state permission and expenses.

54

Other information to be furnished:

Currency in which price is quoted:	INR only
Name and address of Supplier on whom LC is to be opened	
Name and address of the Banker in whose favour the LC is to be opened	
Swift code No	
Bank Account No	

Note: In case of discrepancy between unit price and total price, the unit price will prevail

Signature of

Tenderer with official seal

Name & Address

Note: - II. Unloading Cost at CIF destination Bengaluru, storage cost, handling and reloading onto MSIL customer's trucks shall be negotiated separately with the successful bidder based on the place, demand and supply at a later stage and an MOU in this regard shall have to be entered into for which a Letter of Concurrence in compliance to Section II(24.5 to 24.8). should be furnished.

SECTION IX: EARNEST MONEY DEPOSIT BANK GUARANTEE FORM

Whereas..... 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) (Herein after 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 THE MYSORE SALES INTERNATIONAL LTD.,(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 these obligations 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.

The 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. 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 that the above date.

Name of Tenderer

(Signature of the Bank)

56

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 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 the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract

57

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

Sl.No	Brief Description of Goods	Quantity to	Unit	Total	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.....

Note: The Purchaser reserves the right to release Purchaser order or the Contract form as above.

58

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 theday of.....20.....

Signature and Seal of Guarantors

.....

Date.....20.....

Address:.....

(59)
MYSORE SALES INTERNATIONAL LIMITED,
No.36, Cunningham Road
Bangalore-5600-52
Karnataka

TELEFAX: 080-22355519 Telephone: 080-22264021-25
E-mail: msil.hrd@msilonline Website: www.msilonline.com

GLOBAL TENDER
TENDER NOTIFICATION NO: MSIL/EXIM/01/2017-18 Dated: 24.05.2017
[E-portal No: <https://eproc.karnataka.gov.in>]

ADDENDUM- 01

**TENDER DOCUMENT FOR
SUPPLY OF
RIVER SAND / CONSTRUCTION SAND
DUE ON 24.06.2017 @ 15hrs .**

Sub: I- Amendment to the Tender Documents, issued on 15.06.2017
Ref: NO: MSIL/EXIM/01/2017-18 Dated: 24.05.2017

I. The following clause after 24.3 is inserted at section II: Instruction to Tenderes (F-Award of Contract).

24.4 Successful Tenderer shall also be entrusted to carry out the entire C & F, logistic and other distribution activities as per the instructions of MSIL from the designated CIF Point at Bangalore/other districts in Karnataka to the final destination of unloading the imported sand. Accordingly, the prospective tenderer should have sound Rail/Road logistic and other manpower infrastructure for timely clearance and distribution of Imported sand on continuous basis to avoid Port/Railway siding congestion and consequential demurrages. Distribution network and supply chain management/channels of distributions shall have to be carried out as per the time to time instructions of MSIL.

24.5 In compliance to the substituted new sub-clause 24.4 the successful tenderer shall have to enter into a separate contract/MOU agreeing to carry out the above extended C&F, logistic, Manpower infrastructure for continuous receipt and movement of Imported sand. This provision is made to ensure that Imported sand is handled as a single window operation tentatively till such time regular solutions is arrived at.

24.6 The negotiated extended C & F/logistic charges shall be paid to the successful bidder separately in addition to the CIF price (Ex-Bangalore/any other District Hqrs in Karnataka).

24.7 Accordingly, prospective tenderer should only quote CIF price as per Section-II (c)(9.1) read with bid-data at IIT 9.2 (c), Section V- schedule of requirement- Part-II and also price format at Part-II for CIF at Bangalore/other CIF district Hqrs (excluding extended C&F/logistic cost which shall be negotiated after award of contract).

24.8 Prospective tenderer should take note of the above additional logistic network as a combined work service contract and express their concurrence by a letter of undertaking to carry out the extended C&F/logistics service from Ex-CIF destinations as a pre-requisite to the technical bid (Part-I) of the tender

60

II. Section VII: Qualification Criteria (B. Certificates/Documents to be enclosed)

Under the above title, clause (8) certificate from CA is hereby "NULLIFIED".

III. Section VII: Qualification Criteria

Under the above, in continuation to (a); (b - I & II) the following sub clause (III) be substituted as below:

The tenderer or their associates/subcontractors should have either Imported or should have been directly associated with the management/execution of the import of at least 1,00,000 Metric tons of River/Construction sand into India in any one of the last 5 years for which, documentary proof should be furnished. The tenderer or their associates/subcontractors, claiming credit on the above mentioned imports, should not have any pending litigation before any jurisdictional courts in India.

IV. Under sub clause (m) at section VII substitute necessary documentary proof to be submitted as (a to l)

Except the above, all other terms and conditions remain same and unaltered.

Sd/
General Manager (I/c)
(Export Import)

61

ADDENDUM -02 issued on 24-06-2017

- 1) Tender Document at Page No.45—Qualification criteria Section VII (k) should be read as below:

Importing port should have installed bagging facility of at least 12000 Mts/Day Capacity.

- 2) Tender Document at Page No.44 – Technical details
Sl.No.3-Specific Gravity should be noted as 1.6 and above are required.
- 3) Where-ever the term Natural River Sand appears in the Tender Document should be invariably construed as Natural River Sand (for construction purpose)
- 4) **Special Note:-**
All the technically qualified bidders as per part 1 documentation would be physically inspected by the Tendering Authority to ascertain their operational viability before opening the Commercial/Price Bid.
- 5) All other terms and conditions set out in the Tender Document remains unaltered

Prospective bidders may take note of the above Addendum to participate in the tender.

Sd/-
Tendering Authority

ದಿನಾಂಕ: 20.12.2022

ಸ್ಥಳ: ಬೆಂಗಳೂರು

ಆಂಧ್ರ ಪ್ರದೇಶದ ಕೃಷ್ಣ ಪಟ್ಟಣಂ ಬಂದರು ಪ್ರದೇಶದಲ್ಲಿ MSIL ಸಂಸ್ಥೆಗೆ ಸಂಬಂಧಿಸಿದ ಮರಳು ದಾಸ್ತಾನನ್ನು ಪರಿಶೀಲನೆ ನಡೆಸಿ, ಅಂದಾಜು ಪ್ರಮಾಣದ ವರದಿ ಸಲ್ಲಿಸುವ ಕುರಿತು:-

ಆಂಧ್ರ ಪ್ರದೇಶದ ಕೃಷ್ಣ ಪಟ್ಟಣಂ ಬಂದರು ಪ್ರದೇಶದಲ್ಲಿ MSIL ಸಂಸ್ಥೆಗೆ ಸಂಬಂಧಿಸಿದ ಮರಳು ದಾಸ್ತಾನನ್ನು ಅಂದಾಜಿಸಿ ವರದಿ ನೀಡುವ ಸಂಬಂಧ ಮಾನ್ಯ ನಿರ್ದೇಶಕರು, ಗಣಿ ಮತ್ತು ಭೂವಿಜ್ಞಾನ ಇಲಾಖೆ, ಖನಿಜ ಭವನ, ಬೆಂಗಳೂರು ರವರ ಕಛೇರಿ ಪತ್ರ ಸಂಖ್ಯೆ: ಗಭೂಇ/ಸಿಬ್ಬಂದಿ/ಅ5/ನಿಯೋಜನೆ/2022/11125 ದಿನಾಂಕ: 12.12.2022ರ ಆದೇಶದಂತೆ ದಿನಾಂಕ: 16.12.2022 ರಂದು MSIL ಸಂಸ್ಥೆಯ ಮುಖ್ಯ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರಾದ ಶ್ರೀ ದೊಡ್ಡಬಸವರಾಜು ರವರ ನೇತೃತ್ವದಲ್ಲಿ ಆಂಧ್ರ ಪ್ರದೇಶದ ಕೃಷ್ಣ ಪಟ್ಟಣಂ ಬಂದರು ಪ್ರದೇಶಕ್ಕೆ ಭೇಟಿ ನೀಡಿ ಮರಳು ದಾಸ್ತಾನನ್ನು ಪರಿಶೀಲಿಸಲಾಯಿತು. ಸದರಿ ಪ್ರದೇಶದಲ್ಲಿ ಮರಳು ದಾಸ್ತಾನು ಒಂದು ಗುಡ್ಡೆ(Heep) ಇದ್ದು, ಸುಮಾರು 1-10 ಎಕರೆ ವಿಸ್ತೀರ್ಣದ ಪ್ರದೇಶದಲ್ಲಿ ಉತ್ತರ-ದಕ್ಷಿಣಾಭಿಮುಖವಾಗಿ ದಾಸ್ತಾನಿರುವುದು ಕಂಡು ಬಂದಿರುತ್ತದೆ. ಸದರಿ ಮರಳು ಗುಡ್ಡೆಯ ಮೇಲ್ಭಾಗದಲ್ಲಿ ಕಪ್ಪು ದೂಳಿನಿಂದ ಆವೃತವಾಗಿದ್ದು, ಮರಳು ಗುಡ್ಡೆಯ ಮೇಲ್ಭಾಗದಲ್ಲಿ ಸಣ್ಣ-ಗಿಡಗಳು ಹಾಗೂ ಹುಲ್ಲುಗಳು ಬೆಳೆದಿರುತ್ತದೆ. ಸದರಿ ಮರಳು ಗುಡ್ಡೆಯ ಪ್ರಮಾಣವನ್ನು ಅಂದಾಜಿಸಲು 30 ಮೀಟರ್ ಅಳತೆ ಟೇಪಿನಿಂದ ಗುಡ್ಡೆಯ ಕೆಳಭಾಗದ ಅಂಚಿನ ಸುತ್ತಲೂ ಅಳತೆ ಮಾಡಿದಾಗ 289 ಮೀಟರ್ ಸುತ್ತಳತೆ ಇರುತ್ತದೆ. ನಂತರ ಮರಳು ಗುಡ್ಡೆಯ ಮೇಲ್ಭಾಗದ ಅಂಚಿನ ಸುತ್ತಳತೆಯನ್ನು ಟೇಪಿನಿಂದ ಅಳೆದಾಗ 166 ಮೀಟರ್ ಸುತ್ತಳತೆ ಇರುತ್ತದೆ. ಮರಳು ಗುಡ್ಡೆಯ ಎತ್ತರವನ್ನು ಅಳತೆ ಪಟ್ಟಿಯಿಂದ(Leveling Staff)ಅಳೆದಾಗ ಸರಾಸರಿ 10 ಮೀಟರ್ ಎತ್ತರವಿರುವುದು ಅಂದಾಜಿಸಲಾಯಿತು.

ಸದರಿ ಮರಳು ಗುಡ್ಡೆ ದಾಸ್ತಾನು ಪ್ರಮಾಣವನ್ನು ಅಂದಾಜಿಸಲು ಮರಳು ದಾಸ್ತಾನು ಇರುವ ಮಾದರಿ Frustum method ರಿಂದ ಈ ಕೆಳಗಿನಂತೆ ಕಂಡುಕೊಳ್ಳಲಾಯಿತು.

$$\text{ಸೂತ್ರ : } V = 1/3 \pi H [R^2 + Rr + r^2]$$

ಘನ ಅಳತೆ(V) = 42182.795 ಕ್ಯೂಬಿಕ್ ಮೀಟರ್. (ಲೆಕ್ಕಾಚಾರ ಪಟ್ಟಿಯನ್ನು ಅನುಬಂಧ-1 ಎಂದು ಲಗತ್ತಿಸಿದೆ)

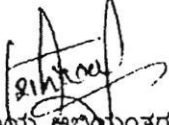
42182.795 ಕ್ಯೂಬಿಕ್ ಮೀಟರ್ ಘನ ಅಳತೆಯನ್ನು ಮಾನ್ಯ ನಿರ್ದೇಶಕರು, ಗಣಿ ಮತ್ತು ಭೂವಿಜ್ಞಾನ ಇಲಾಖೆ, ಬೆಂಗಳೂರು ರವರ ಸುತ್ತೋಲೆ ಪತ್ರ ಸಂಖ್ಯೆ: ಗಭೂಇ/ಡಿಸಿಬಿ/ಕಗಗು/ರಾಪ. ಕೋ/2013-14 ದಿನಾಂಕ: 13.03.2014 ರಂತೆ ಪರಿವರ್ತನ ಕೋಷ್ಟಕದಂತೆ 1 ಕ್ಯೂಬಿಕ್ ಮೀಟರ್ = 1.72 ಮೆ.ಟನ್ (Specific Gravity) ರಂತೆ 42182.795 ಕ್ಯೂಬಿಕ್ ಮೀಟರ್ = 72554.408 ಮೆ.ಟನ್ ದಾಸ್ತಾನಿರುವುದು ಅಂದಾಜಿಸಲಾಗಿದೆ. (ಅನುಬಂಧ-2 ಎಂದು ಲಗತ್ತಿಸಿದೆ)

ಸದರಿ ಮರಳು ದಾಸ್ತಾನಿನಲ್ಲಿ 3 ಕಡೆ ಮರಳಿನ ಮಾದರಿಯ ಸುಮಾರು 5 ಕೆ.ಜಿ ಪ್ರಮಾಣದಷ್ಟು ಪ್ರತ್ಯೇಕವಾಗಿ ಪ್ಲಾಸ್ಟಿಕ್ ಚೀಲದಲ್ಲಿ ಸಂಗ್ರಹಿಸಲಾಗಿರುತ್ತದೆ. ಸದರಿ ಮರಳು ದಾಸ್ತಾನಿನಲ್ಲಿನ ಮರಳನ್ನು ಭೌತಿಕವಾಗಿ ಪರಿಶೀಲಿಸಿದಾಗ ಮರಳಿನ ಕಣಗಳೂ Angular Shape ಹೊಂದಿದ್ದು, ಹೆಚ್ಚಿನ ಮರಳು

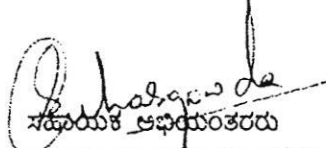
63

ಕಣಗಳು ಮಧ್ಯಮ ಗಾತ್ರವಾಗಿರುತ್ತದೆ ಹಾಗೂ ಮರಳಿನಲ್ಲಿ Clay Property ಯಿಂದ ಕೂಡಿರುವುದು ಕಂಡುಬಂದಿರುತ್ತದೆ. ಮುಂದುವರಿದು ಸದರಿ ಮರಳಿನ ಗುಣ ಮಟ್ಟವನ್ನು ಪ್ರಯೋಗಿಕವಾಗಿ ಕಂಡುಕೊಳ್ಳಲು ಸಹಾಯಕ ಕಾರ್ಯಪಾಲಕ ಇಂಜಿನಿಯರ್, ಲೋಕೋಪಯೋಗಿ ಇಲಾಖೆ, ಗುಣ ಭರವಸೆ ಉಪವಿಭಾಗ, ಆನಂದ್ ರಾವ್ ಸರ್ಕಲ್, ಬೆಂಗಳೂರು ಅಥವಾ ಇತರೇ ಮಾನ್ಯತೆ ಹೊಂದಿರುವ ಇಂಜಿನಿಯರಿಂಗ್ ಕಾಲೇಜುಗಳಲ್ಲಿ ವಿಶ್ಲೇಷಣೆ ನಡೆಸಿ ವರದಿಯನ್ನು ಪಡೆಯಬಹುದಾಗಿದೆ.

ಮರಳು ದಾಸ್ತಾನಿನ ನಕ್ಷೆ ಮತ್ತು ಛಾಯಾ ಚಿತ್ರಗಳನ್ನು ಕ್ರಮವಾಗಿ ಅನುಬಂಧ-3 ಮತ್ತು 4ರಲ್ಲಿ ಲಗತ್ತಿಸಲಾಗಿದೆ).



ಕಿರಿಯ ಅಭಿಯಂತರರು
ಕೇಂದ್ರ ಕಛೇರಿ, ಗಭೂಇ,
ಬೆಂಗಳೂರು.



ಸಹಾಯಕ ಅಭಿಯಂತರರು
ಹಿರಿಯ ಭೂವಿಜ್ಞಾನಿಯವರ ಕಛೇರಿ
ಗಭೂಇ, ಬೆಂಗಳೂರು



ಭೂವಿಜ್ಞಾನಿ
ಹಿರಿಯ ಭೂವಿಜ್ಞಾನಿಯವರ ಕಛೇರಿ
ಗಭೂಇ, ಬೆಂಗಳೂರು

(64)

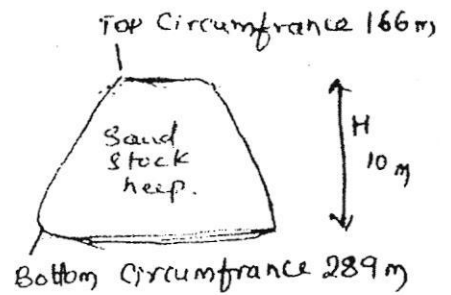
Q.2200 = 1

Volume Calculation by Frustum method

$$V = \frac{1}{3} \pi H [R^2 + Rr + r^2]$$

$$\text{Bottom Radius (R)} = \frac{\text{Circumfrance}}{2\pi}$$

$$\Rightarrow \frac{289 \text{ m}}{6.284} \Rightarrow \underline{\underline{45.989}}$$



$$\text{Top Radius (r)} = \frac{\text{Circumfrance}}{2\pi}$$

$$\Rightarrow \frac{166 \text{ m}}{6.284} \Rightarrow \underline{\underline{26.416}}$$

$$V = \frac{1}{3} 3.142 \times 10 \text{ m} [45.989^2 + 45.989 \times 26.416 + 26.416^2]$$

$$\Rightarrow \frac{31.42}{3} [2114.988 + 1214.845 + 697.805]$$

$$\Rightarrow \frac{31.42}{3} [4027.638]$$

$$\Rightarrow \frac{126548.386}{3}$$

$$V \Rightarrow 42182.795 \text{ cubic meter}$$

$$\Rightarrow 42182.795 \times 1.72$$

$$\Rightarrow \underline{\underline{72554.408 \text{ MT}}}$$

Sand Specific gravity is
1.72 MT/cubic meter.

(Signature)
JE.
DMG.

(Signature)
A.E.
D.M.G.

(Signature)
25/02/20

ಕಾಮಗಾರಗಳಲ್ಲಿ ಬಳಸಲಾಗುವ ಉಪ ಖನಿಜಗಳಿಗೆ ಸರ್ಕಾರ ನಿಗದಿಪಡಿಸಿ ಆವೇಶಪಡಿಸಿ ರಾಜಧನ ದರಗಳ ವಿವರಗಳ ತಪ್ಪು

ಸರ್ಕಾರಿ ಆದೇಶ ಸಂಖ್ಯೆ : ಸಿಐ 81 ಎಂ.ಎಂ.ಎನ್. 2014 ದಿನಾಂಕ : 18-02-2014
 ಪರಿಷ್ಕೃತ ರಾಜಧನ ದರಗಳ ಜಾರಿಗೆ ಬಂದ ದಿನಾಂಕ : 01-03-2014 ರಿಂದ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಸಾಮಗ್ರಿ / ಉಪ-ಖನಿಜಗಳು	ಸರ್ಕಾರದಿಂದ ನಿಗದಿಪಡಿಸಿದ ರಾಜಧನ ದರ ಪ್ರತಿ ಮೆಟ್ರಿಕ್ ಟನ್ ಗೆ ರೂ.	ಪರಿಷ್ಕರಿಸಿದ ಕೋಷ್ಟಕ ಕ್ರಮದ ಮೇಲ್ಮಟ್ಟದ ನಿರ್ದೇಶಕರು, ಗಣಿ ಮತ್ತು ಭೂವಿಜ್ಞಾನ ಇಲಾಖೆ, ಬೆಂಗಳೂರು ರಸ್ತೆ ಸಂಖ್ಯೆ: 4761/2010-II ದಿನಾಂಕ : 15-07-2011 (1 ಕ್ಯೂಬಿಕ್ ಮೀಟರ್ ಗೆ ಟನ್ ಗಳಲ್ಲಿ)	ರಾಜಧನ ಪರಿಷ್ಕರಿಸಿದ ಮೇಲ್ಮಟ್ಟದ ಕ್ಯೂಬಿಕ್ ಮೀಟರ್ ಗೆ
1	ಕಟ್ಟಡದ ಕಲ್ಲು Size Stones	60.00	2.63	158.00
2	ಜಲ್ಲಿ ಮೆಟಲ್ ಎಲ್ಲಾ ವಿಧವಾದ ಗ್ರಾನೈಟ್ Jelly / Granite	60.00	1.80	108.00
3	ಮರಳು Sand	60.00	1.72	103.00
4	ಗ್ರಾವೆಲ್ ಮುರಮ್ Gravel Murram	20.00	1.50	30.00

ಪರಿಷ್ಕೃತ ರಾಜಧನ ದರಗಳ ಜಾರಿಗೆ ಬಂದ ದಿನಾಂಕ : 01-03-2014 ರಿಂದ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಕಾಮಗಾರಿ ಅಂಶ	ಸಂಕೀರ್ಣ	ರಾಜಧನ ದರ ಪ್ರತಿ ಕ್ಯೂಬಿಕ್ ಮೀಟರ್ ಗೆ	ಕಾಮಗಾರಿ ಅಂಶದಲ್ಲಿ ಬಳಸಲ್ಪಡುವ ಉಪ ಖನಿಜಗಳಿಗೆ ಪರಿವರ್ತನ ಕೋಷ್ಟಕ (Constant)	ಕಟಾಯಿಸಬೇಕಾದ ರಾಜಧನದ ಮೊತ್ತ ಪ್ರತಿ ಕ್ಯೂಬಿಕ್ ಮೀಟರ್ ಗೆ
1	ಗ್ರಾವೆಲ್ ಮುರಮ್ Gravel Murram	Cum	30	1.26	37.8
1	SSM				
	Size Stone	Cum	167.80	1.100	173.58
	Sand	Cum	103.00	0.330	33.99
					207.57
2	WBM				
	Metal / Jelly	Cum	108.00	1.320	142.56
	Gravel / Murram	Cum	103.00	0.200	20.60
					163.16
3	SDBC	Cum	108.00	1.400	151.20
4	BM	Cum	108.00	1.400	151.20
5	Open Graded Premix	Cum	108.00	0.027	2.92
6	Wel Mix Macadam	Cum	108.00	1.320	142.56
7	Pot Hole Filling	Cum	108.00	0.027	2.92
8	Mix Seal Macadam	Cum	108.00	0.027	2.92
9	Mix Seal Surfacing	Cum	108.00	0.027	2.92
10	Surface Dressing	Cum	108.00	0.010	1.08
11	B.U.S.G	Cum	108.00	0.113	12.20
12	Close Graded G.S.B. -I	Cum	108.00	1.320	142.56
13	Stone Pitching	Cum	108.00	1.000	108.00
14	Burnt Brick Masonery (BBM)	Cum	60.00	1.000	60.00

ಸರ್ಕಾರಿ ಆದೇಶ

ಸಂಖ್ಯೆ : ಗೃಹಾಭಿವೃದ್ಧಿ/ಸಿಐ/ರಾ.ಪ.ಕೋ/2013-14

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
 ನಿರ್ದೇಶಕರ ಕಛೇರಿ
 ಗಣಿ ಮತ್ತು ಭೂವಿಜ್ಞಾನ ಇಲಾಖೆ
 ನಂ.49, ಖನಿಜ ಭವನ, ರೇಸ್ ಕೋರ್ಸ್ ರಸ್ತೆ,
 ಬೆಂಗಳೂರು - ದಿನಾಂಕ : 13-03-2014

ಪರಿಷ್ಕರಿಸಿದ

ವಿಷಯ : ಕಾಮಗಾರಿಗಳಿಗೆ ಬಳಸುವ ಉಪಖನಿಜಗಳ ರಾಜಧನದ ಪ್ರಮಾಣವನ್ನು ಮೆಟ್ರಿಕ್ ಟನ್ ಗಳಿಂದ ಕ್ಯೂಬಿಕ್ ಮೀಟರ್ ಗಳಿಗೆ ಪರಿವರ್ತಿಸಿದ ಕೋಷ್ಟಕವನ್ನು ಸಲ್ಲಿಸುವ ಬಗ್ಗೆ :

- ಉಲ್ಲೇಖ : 1. ಈ ಕಛೇರಿ ಪತ್ರ ಸಂ.:ಗೃಹಾಭಿವೃದ್ಧಿ/ರಾಜಧನ/2010-II/4723-61. ದಿನಾಂಕ : 18.7.2011.
 2. ಸರ್ಕಾರದ ಅಧಿಸೂಚನಾ ಪತ್ರ ಸಂ.ಐ 81 ಎಂಎಂಎನ್ 2014 ಬೆಂಗಳೂರು ದಿನಾಂಕ : 05.03.2014.

ವಿಷಯಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ, ಉಲ್ಲೇಖ (2)ರ ಸರ್ಕಾರದ ಅಧಿಸೂಚನೆ ಪತ್ರದಲ್ಲಿ ದಿನಾಂಕ : 01.03.2014ರಿಂದ ಜಾರಿಗೆ ಬರುವಂತೆ ಉಪಖನಿಜಗಳ ಮೇಲಿನ ರಾಜಧನ ಮೊತ್ತವನ್ನು ಪರಿಷ್ಕರಿಸಲಾಗಿದೆ. ಪರಿಷ್ಕರಿಸಿರುವ ಮೊತ್ತಗಳಂತೆ ಕಾಮಗಾರಿಗಳಿಗೆ ಬಳಸುವ ಉಪಖನಿಜಗಳಾದ ಕಟ್ಟಡ ಕಲ್ಲು, ಜಲ್ಲಿ, ಮರಳು, ಇಟ್ಟಿಗೆ ಮಣ್ಣು, ಗ್ರಾವೆಲ್ (ಮುರಮ್) ಮುಂತಾದ ಉಪಖನಿಜಗಳ ಮೇಲಿನ ರಾಜಧನ ಪ್ರಮಾಣವನ್ನು ಮೆಟ್ರಿಕ್ ಟನ್ ಗಳಿಂದ ಕ್ಯೂಬಿಕ್ ಮೀಟರ್ ಗಳಿಗೆ ಪರಿವರ್ತಿಸಿದ ದರಗಳು ಈ ಕೆಳಕಂಡಂತಿರುತ್ತವೆ.

ಕ್ರಮ ಸಂಖ್ಯೆ	ಉಪಖನಿಜ	ರಾಜಧನ ಪ್ರತಿ ಮೆಟ್ರಿಕ್ ಟನ್ ಗೆ	ಪರಿವರ್ತನ ಕೋಷ್ಟಕ ಕ್ಯೂಬಿಕ್ ಮೀಟರ್ ಗಳಂತೆ	ರಾಜಧನ ಪ್ರತಿ ಕ್ಯೂಬಿಕ್ ಮೀಟರ್ ಗೆ
1	ಕಟ್ಟಡದ ಕಲ್ಲು Size Stones	ರೂ. 60	1 ಕ್ಯೂಬಿಕ್ ಮೀಟರ್ ಗೆ = 2.63 ಟನ್	ರೂ. 158
2	ಲ್ಯಾಟರ್‌ಸ್ಟೋನ್	ರೂ. 60	1 ಕ್ಯೂಬಿಕ್ ಮೀಟರ್ ಗೆ = 1.80 ಟನ್	ರೂ. 108
3	ಜಲ್ಲಿ/ಮೆಟಲ್ ಎಲ್ಲಾ ವಿಧವಾದ (ಗ್ರಾನೈಟ್)	ರೂ. 60	1 ಕ್ಯೂಬಿಕ್ ಮೀಟರ್ ಗೆ = 1.80 ಟನ್	ರೂ. 108
4	ಜಲ್ಲಿ/ಮೆಟಲ್ (ಕ್ಯಾಡ್ಮಿಟ್)	ರೂ. 60	1 ಕ್ಯೂಬಿಕ್ ಮೀಟರ್ ಗೆ = 1.80 ಟನ್	ರೂ. 108
5	ಮರಳು	ರೂ. 60	1 ಕ್ಯೂಬಿಕ್ ಮೀಟರ್ ಗೆ = 1.72 ಟನ್	ರೂ. 103
6	ಗ್ರಾವೆಲ್ (ಮುರಮ್)	ರೂ. 20	1 ಕ್ಯೂಬಿಕ್ ಮೀಟರ್ ಗೆ = 1.50 ಟನ್	ರೂ. 30
7	ಮಣ್ಣು (ಎಲ್ಲಾ ವಿಧದ ಹಂಪು ಮತ್ತು ಇಟ್ಟಿಗೆ ಮಣ್ಣು)	ರೂ. 60	1 ಕ್ಯೂಬಿಕ್ ಮೀಟರ್ ಗೆ = 1.50 ಟನ್	ರೂ. 60

ನಿರ್ದೇಶಕರು

23

66

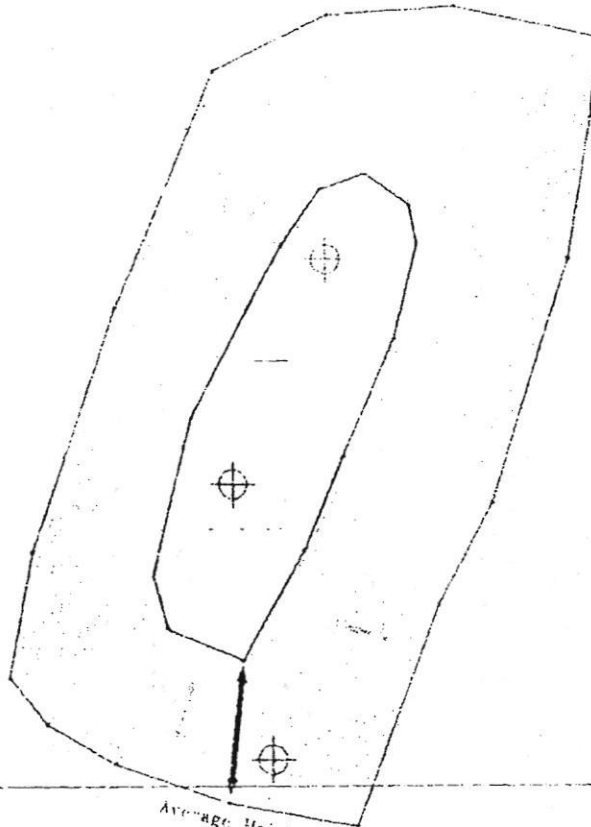
అనుబంధ - 3

SKETCH SHOWING THE MSIL SAND STOCKED AREA IN
KRISHNAPATNAM PORT ANDHARA PRADESH .

EXTENT OF SAND STOCKED AREA: 1-10 ACRES.
GPS LOCATION : N14 15.501 E80 07.205 [DATUM: WGS-84]







NOT TO SCALE



Average Height
10 Mtr.

LEGEND

-  BOTTOM CIRCUMFERENCE [289 MTR]
-  TOP CIRCUMFERENCE [166 MTR]
-  SLOPE
-  SAMPLE COLLECTED SPOTS.

67

ಕರ್ನಾಟಕ ಸರ್ಕಾರ

MSIL/5/2022

ನಿರ್ದೇಶಕರು ಕಛೇರಿ,

ಗೌರಿ ಮತ್ತೆ ಭೂ ನಿರ್ವಹಣಾ ಇಲಾಖೆ,
ಬೆಂಗಳೂರು, ದಿನಾಂಕ 12.12.2022.

ಇವರಿಗೆ,
ಪ್ರಮಾಣೀಕರಣ ನಿರ್ದೇಶಕರು,
ಮೈಸೂರು ಸೀಲ್, ಇಂಟರ್ ನ್ಯಾಷನಲ್ ರಿಮಿಟೆನ್ಸ್,
ಪೋಸ್ಟ್ ನಂ. 36, ಕೆ.ಎಸ್.ಎಂ. ರಸ್ತೆ,
ಬೆಂಗಳೂರು-560052.

ಮಾನ್ಯರ,

ನಿಜವು: ಆಂಧ್ರಪ್ರದೇಶದ ಕೃಷಿ, ಪಶು ಮತ್ತು ಮೀನುಗಾರಿಕೆ ಇಲಾಖೆಯಿಂದ, ಉತ್ಪಾದಿಸಿದ ಫಲಿತಾಂಶ,
ಆವಾಜ್ ಮತ್ತು ಸ್ವೀಕೃತವಾದ ಅಧಿಕಾರಿಗಳು, ನಿರ್ದೇಶಕರು ಕಛೇರಿ,
ತಮ್ಮ ಪತ್ರ ಸಂಖ್ಯೆ: DM 14/2022-23 ದಿನಾಂಕ 30.11.2022.

ನಿರ್ದೇಶಕರು, ಸಂಬಂಧಿಸಿದ, ಉತ್ಪಾದಿಸಿದ ಫಲಿತಾಂಶ, ಕೆ.ಎಸ್.ಎಂ. ರಸ್ತೆ, ಬೆಂಗಳೂರು ಅಧಿಕಾರಿಗಳು,
ಆಂಧ್ರಪ್ರದೇಶದ ಕೃಷಿ, ಪಶು ಮತ್ತು ಮೀನುಗಾರಿಕೆ ಇಲಾಖೆಯಿಂದ, ಉತ್ಪಾದಿಸಿದ ಫಲಿತಾಂಶ, ಆವಾಜ್ ಮತ್ತು ಸ್ವೀಕೃತವಾದ
ಅಧಿಕಾರಿಗಳು, ನಿರ್ದೇಶಕರು ಕಛೇರಿ.

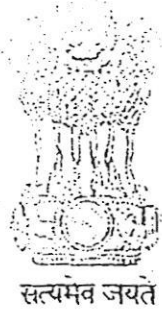
ಅಧಿಕಾರಿಗಳ ಹೆಸರು, ವಿವರಣೆ ಮತ್ತು ಕರ್ತವ್ಯ ನಿರ್ವಹಿಸುತ್ತಿರುವ ಕಛೇರಿ

1.	ಅಧ್ಯಕ್ಷರು/ ಕೆ.ಎಸ್.ಎಂ. ರಸ್ತೆ, ಬೆಂಗಳೂರು
2.	ಸಹಾಯಕ ಅಧ್ಯಕ್ಷರು, ಹಿರಿಯ ಭೂನಿರೀಕ್ಷಕ ಕಛೇರಿ, ಬೆಂಗಳೂರು ನಗರ
3.	ಸಹಾಯಕ ಅಧ್ಯಕ್ಷರು, ಹಿರಿಯ ಭೂನಿರೀಕ್ಷಕ ಕಛೇರಿ, ಬೆಂಗಳೂರು ನಗರ
4.	ಸಹಾಯಕ ಅಧ್ಯಕ್ಷರು, ಹಿರಿಯ ಭೂನಿರೀಕ್ಷಕ ಕಛೇರಿ, ಬೆಂಗಳೂರು ನಗರ
5.	ಸಹಾಯಕ ಅಧ್ಯಕ್ಷರು, ಹಿರಿಯ ಭೂನಿರೀಕ್ಷಕ ಕಛೇರಿ, ಬೆಂಗಳೂರು ನಗರ
6.	ಸಹಾಯಕ ಅಧ್ಯಕ್ಷರು, ಹಿರಿಯ ಭೂನಿರೀಕ್ಷಕ ಕಛೇರಿ, ಬೆಂಗಳೂರು ನಗರ
7.	ಸಹಾಯಕ ಅಧ್ಯಕ್ಷರು, ಹಿರಿಯ ಭೂನಿರೀಕ್ಷಕ ಕಛೇರಿ, ಬೆಂಗಳೂರು ನಗರ
8.	ಸಹಾಯಕ ಅಧ್ಯಕ್ಷರು, ಹಿರಿಯ ಭೂನಿರೀಕ್ಷಕ ಕಛೇರಿ, ಬೆಂಗಳೂರು ನಗರ
9.	ಸಹಾಯಕ ಅಧ್ಯಕ್ಷರು, ಹಿರಿಯ ಭೂನಿರೀಕ್ಷಕ ಕಛೇರಿ, ಬೆಂಗಳೂರು ನಗರ
10.	ಸಹಾಯಕ ಅಧ್ಯಕ್ಷರು, ಹಿರಿಯ ಭೂನಿರೀಕ್ಷಕ ಕಛೇರಿ, ಬೆಂಗಳೂರು ನಗರ

ತಮ್ಮ ನಿರ್ದೇಶಕರು,
MSIL ಇವರಿಗೆ ಪತ್ರ ಸಂಖ್ಯೆ: MSIL/5/2022-23
ಬೆಂಗಳೂರು (ಆಡಳಿತ)

ನಿರ್ದೇಶಕರು, ಸಂಬಂಧಿಸಿದ, ಉತ್ಪಾದಿಸಿದ ಫಲಿತಾಂಶ, ಕೆ.ಎಸ್.ಎಂ. ರಸ್ತೆ, ಬೆಂಗಳೂರು ಅಧಿಕಾರಿಗಳು,
ಆಂಧ್ರಪ್ರದೇಶದ ಕೃಷಿ, ಪಶು ಮತ್ತು ಮೀನುಗಾರಿಕೆ ಇಲಾಖೆಯಿಂದ, ಉತ್ಪಾದಿಸಿದ ಫಲಿತಾಂಶ, ಆವಾಜ್ ಮತ್ತು ಸ್ವೀಕೃತವಾದ
ಅಧಿಕಾರಿಗಳು, ನಿರ್ದೇಶಕರು ಕಛೇರಿ.

68



Government of Karnataka

e-Stamp

Certificate No. : IN-KA16271262312028P
Certificate Issued Date : 11-Oct-2017 03:03 PM
Account Reference : NONACC (FI)/ kasfinc01/ BANGALORE/ KA-BA
Unique Doc. Reference : SUBIN-KAKASFING0162097082825344P
Purchased by : OCEAN AGENCIES
Description of Document : Article 13 Bottomry Bond
Description : C AND F AND DISTRIBUTION AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : MSIL
Second Party : OCEAN AGENCIES
Stamp Duty Paid By : OCEAN AGENCIES
Stamp Duty Amount(Rs.) : 200
(Two Hundred only)



Please write or type below this line

C&F AND DISTRIBUTION CONTRACT AGREEMENT:

Objective:-

Contract for C & F and Distribution Agreement for Imported Natural River Sand received in 50Kg PP bags and any measurable quantity like IMT bag etc and of bulk quantity at CIF sites in Bangalore and other places in Karnataka to the various places in and around Bangalore and other district Head Quarters of yards and other designated places across Karnataka State.



[Signature]
Managing Director
MSIL, Bangalore - 52

For Ocean Agencies
[Signature]
Managing Partner

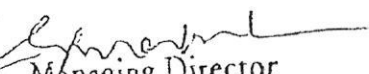
(69)

MSIL

Whereas, Mysore Sales International Ltd is a Marketing organization incorporated in 1966 to meet the marketing demands of State of Karnataka. It is a unique public sector enterprise of the Government of Karnataka and it had floated a global tender by notification No. MSIL/EXIM/01/2017-2018 dated 24.05.2017 (as amended) inviting application from the eligible bidders for supplying Imported Natural River Sand, CIF at Bangalore, and at any other CIF Railway Sidings across Karnataka State. And whereas, among others, the supplier M/s POSEIDON FZE of U.A.E participated and submitted both technical and financial bids and qualified to become the successful bidder through e-tender evaluation process adopted by MSIL.

Whereas the supplier has agreed for continuous supply of around three lakhs MT's of Imported Natural River Sand, per month, for a period of 5 Years, as intended by releasing the necessary purchase order by the MSIL Company, to supply the sand consignment, CIF at Bangalore and any other CIF Railway sidings across Karnataka, against which MSIL has issued an initial purchase order and contract document bearing No. MSIL/IM-NRS/01/2017-18, dated 17.07.2017 containing the terms and conditions for the above supply contract. Further POs would be issued as and when required from time to time. And whereas, the supplier hereby accepted the PO and contract document and agreed to supply the Imported Natural River Sand as required by MSIL from time to time.

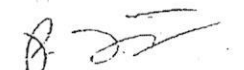
Whereas M/s POSEIDON FZE has participated in the Global tender issued by Mysore Sales International Ltd bearing No. MSIL/EXIM/01/2017-18 dated 24.05.2017 (as amended) and has emerged as the successful bidder and has furnished a financial Guarantee (Banker's Draft bearing No.011220 dated 30.06.2017 issued by AXIOS CREDIT BANK LTD, Level 42, Six Battery Road, Singapore-049909, valid upto 30.06.2018 for sum of USD 775,000/- (US DOLLARS SEVEN HUNDRED SEVENTY FIVE THOUSAND ONLY) in favor of the Mysore Sales International Limited, (herein after called the Company/purchaser) towards the stipulated EMD component of INR 5 Crores for its appointment as the supplier for continuous supply of Imported Natural River Sand (for Construction Purpose) to the purchaser for a period of five years as stipulated in the purchase order and contract document issued vide MSIL/IM-NRS/01/2017-10, dated 17.07.2017. Further POs shall also be issued for continuation of imported natural river sand supplies from time to time.


Managing Director
MSIL, Bangalore - 52



3

For Ocean Agencies


Managing Partner

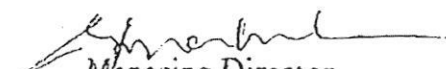
70

MSIL

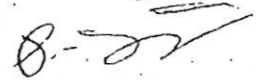
the Supplier hereby assigns its rights and obligations to a very limited extent as narrated supra to the assignee, in order to perform certain last mile obligations for the principal company - MSIL who has consented to this arrangement within the scope of the contractual terms of the tender. Accordingly, the assignee is hereby assigned the rights and obligations and appointed as the C & F, Distribution Agent and Dealer in Karnataka State to provide the services more particularly described as below for MSIL, as an independent assignee of the supplier.

1.2 List of Services

- i. All incidental services mentioned in the tender/P.O and contract entered into by MSIL with the Supplier at clause 12 with specific reference to
 - a. Should arrange for Rail/Road logistics and other Manpower infrastructure for timely clearance and distribution of the imported natural river sand, on a continuous basis to avoid railway siding congestion and demurrages etc from the designated CIF destination in and around Bangalore Railway siding or any other places across Karnataka.
 - b. The distribution network supply chain management, channels of distribution and sales should be strictly carried out as per the time to time instructions from the authorities of MSIL.
 - c. The C & F, Distribution Agent and Dealer should deploy all material handling equipments for smooth unloading/loading and onward transportation and reloading of imported sand from the designated CIF sites to yards at Bangalore/across Karnataka state.
 - d. Coverage of insurance and settlement of claims should be taken care by the C & F, Distribution Agent and Dealer.
 - e. Any other service required for satisfactory completion of the contract should be implemented.
 - f. Should provide sufficient number of trucks/fleets for continuous movement of Sand from the CIF point to the designated destinations for uninterrupted supply chain/sales management.
 - g. All the Dispatch documents, Invoices etc should be prepared strictly as per the guidelines issued by MSIL authorities in compliance to GST and road permits issued by Department of Mines and Geology, GOK.
 - h. All the receipts, dispatches, stock details and sales revenue realization etc should be invariably linked to web based integrated sand management system being evolved by MSIL.


Managing Director
MSIL, Bangalore - 52

For Ocean Agencies


Managing Partner




71

MSIL

- v. The C & F, Distribution Agent and the Dealer shall independently mobilize supply orders for sale of imported natural river sand subject to the acceptance by authorized persons of MSIL. Also facilitate for selling and distribution of Natural river sand in the state of Karnataka either individually or through authorized agent subject to the acceptance by MSIL. All such orders should be invariably against remittance of advance against the consignment value. The supply of natural river sand shall be made against the invoice of the C&F, Distribution Agency and Dealership. The invoices should be invariably GST compliant.
- vi. Provide correct and proper accounts including the stocks at various sub-distribution centers.
- vii. Shall carry out the entire C& F logistics from CIF Bangalore/other parts of Karnataka to the various project destinations of MSIL.
- viii. Should organize timely clearance and distribution of the imported natural river sand on a continuous basis, through its appointed sub-dealers, institutional, individual customers, bulk buyers across the State of Karnataka.
- ix. To carry out distribution network and supply chain management /channels of distribution/sales management throughout the state of Karnataka in compliance to 1.2 (iii).
- x. Shall deploy all Men and Material handling equipments for the smooth unloading, reloading and onward transportation of sand from the designated yards at Bangalore and across Karnataka State.
- xi. Shall comply with the provisions of GCC for all the extended services.
- xii. The C&F, Distribution Agent and Dealer shall be completely responsible for the safe custody of the imported natural river sand being received at the respective CIF destinations/ stock yards at Bangalore and other places of Karnataka.
- xiii. The C&F, Distribution Agent and Dealer should always practice standard operating procedure in a transparent manner and subject itself for any audit at any point of time.


Managing Director
MSIL, Bangalore - 52

For Ocean Agencies


Managing Partner



72

Mysore Sales International Limited
(A Government of Karnataka Undertaking)

MSIL House, 36, Cunningham Road
Bangalore - 560 052

Phone : 91 80 22264021- 25

Email : msil@msionline.com

msilho@gmail.com

Website : www.msionline.com

CIN : U85110KA1966SGC001612



C&F AND DISTRIBUTION CONTRACT AGREEMENT:

(Supplementary Agreement dated 01.03.2019)

Amended Objective:-

Contract for C & F and Distribution Agreement for Imported Natural River Sand received in 50Kg PP bags and any measurable quantity like IMT bag etc and break-bulk/bulk/loose quantity at CIF sites to the various places in and around Bangalore and other district Head Quarters yards and other designated places across Karnataka State. Also for sale/lifting of imported sand on Ex-Krishnapatnam Port company Limited basis directly by C & F Distribution Agent and Dealer for onward storage/direct sales in bulk/break-bulk/unbagged consignment.

This agreement has been entered into, under the terms of clause 12 read with clause 17 & 18 of Purchase Order and contract document MSIL/IM-NRS/01/2017-18 Dated: 17.07.2017 (and also on other time to time POs issued by MSIL) on "Principal to Principal" Contract basis.

This C & F, Distribution and Dealer ("Agreement") has been entered into on the 11th Day of October 2017 at Bangalore and the same is in vogue as on date of this supplementary agreement by and between -

M/s MYSORE SALES INTERNATIONAL LIMITED,
No.36, Cunningham Road
Bangaluru-5600-52

(Represented by its Managing Director)

Herein after referred to as "MSIL" / "PURCHASER" the party in the FIRST PART.

M/s OCEAN AGENCIES
Ground Floor, Main Building,
My sugar Building, J C Road
Bangalore-560002

(Registered vide FIRM/BSD/366/2017-18 dated 30.08.2017)

(Represented by its Partner & Authorized Signatory)

Herein after referred to as the "C & F, Distribution Agent and Dealer" the party in the SECOND PART.

- 1) The terms MSIL and C&F, Distribution Agent and Dealer wherever the context so requires shall mean and include its successors in office, successors in title, permitted assigns, etc.,



For Ocean Agencies

Managing Partner



Managing Director
MSIL, Bangalore - 52

Branches : Mumbai, New Delhi

73

MSIL

- c) C & F Distribution Agent and Dealer has agreed to comply all the statutory Provisions governing the movement, storage and sale of imported sand on Ex- Krishnapatnam Port basis without any encumbrances on MSIL on the principle that bulk/break-bulk/unbagged imported sand is sold by MSIL to the C & F Distribution Agent and Dealer on "As is where is, and As is what receipt basis".
- d) The C & F Distribution Agent and Dealer have agreed to discharge all the list of services enumerated in the original agreement along with this supplementary agreement/substitution as a sole selling agent for MSIL on advance remittance of such value of the consignment.
- e) The C&F and Distribution Agent and Dealer is vested with the option to operate the existing stock yards established in and around Bangalore alongwith operating the Point of Sales(POS) on ex-Krishnapatnam port or at the extended stock yards under due intimation to MSIL.
- 8) Clause 1.2(iii) list of services- cost of imported sand in bulk/break-bulk/unbagged at Ex-Krishnapatnam Port.
 - a) It is hereby agreed to remit the tentative cost factor of Rs. 2326/MT(Rs.2140/MT basic unbagged sand cost+ Rs.50 MSIL margin+Rs.25 brand royalty)+ GST (annexure MRP-POS-KPCL)for the imported sand in bulk/break-bulk/unbagged being lifted on Ex-Krishnapatnam Port basis. The C & F Distribution Agent and Dealer have agreed to remit such value of imported sand in advance as per the demand note issued by MSIL for lifting and onward movement of imported sand for movement/storage/direct sales from Krishnapatnam Port. In this regard, the existing terms of payment continue to exist.
 - b) It is agreed that bulk booking through full train load/wagon loads of imported sand from Krishnapatnam port to various destinations in Karnataka or to any other places, the applicable railway tariff as indicated by South Central Railway/MSIL would be remitted by the C&F Distribution Agent and Dealer to the concerned railway authorities in the name of MSIL and the party to whom the consignment is booked shall be declared as third party and facilitate for obtaining RRs in the name of MSIL.
 - c) It is hereby agreed by the C&F Distribution Agent & Dealer that any levy imposed by state of Andhra Pradesh on account of movement of Imported sand out of Krishnapatnam Port to Karnataka or any other places would be remitted by them on the principle that the imported sand is sold on Ex-Krishnapatnam Port basis without any encumbrances on MSIL.
 - d) Clause 12 of the existing agreement amended with 12.1 as below:
 - 12.1) Duration of this supplementary agreement for the extended services to be rendered with the above provisions shall also be applicable upto the expiry of the original agreement i.e, upto 10.09.2022



[Signature]
Managing Director
MSIL, Bangalore - 52

74

Mysore Sales International Limited
(A Government of Karnataka Undertaking)

MSIL House, 36, Cunningham Road
Bangalore - 560 052

Phone : 91 80 22264021- 25
Email : msil@msionline.com
msilho@gmail.com
Website : www.msionline.com
CIN : U85110KA1966SGC-001612



C&F AND DISTRIBUTION CONTRACT AGREEMENT:
(Supplementary Agreement dated 01.03.2019)

Amended Objective:-

Contract for C & F and Distribution Agreement for Imported Natural River Sand received in 50Kg PP bags and any measurable quantity like IMT bag etc and break-bulk/bulk/loose quantity at CIF sites to the various places in and around Bangalore and other district Head Quarters yards and other designated places across Karnataka State. Also for sale/lifting of imported sand on Ex-Krishnapatnam Port company Limited basis directly by C & F Distribution Agent and Dealer for onward storage/direct sales in bulk/break-bulk/unbagged consignment.

This agreement has been entered into, under the terms of clause 12 read with clause 17& 18 of Purchase Order and contract document MSIL/IM-NRS/01/2017-18 Dated: 17.07.2017 (and also on other time to time POs issued by MSIL) on "Principal to Principal" Contract basis.

This C & F, Distribution and Dealer ("Agreement") has been entered into on the 11th Day of October 2017 at Bangalore and the same is in vogue as on date of this supplementary agreement by and between -

M/s MYSORE SALES INTERNATIONAL LIMITED,
No.36, Cunningham Road
Bangaluru-5600-52
(Represented by its Managing Director)
Herein after referred to as "MSIL" / "PURCHASER" the party in the FIRST PART.

M/s OCEAN AGENCIES
Ground Floor, Main Building,
My sugar Building, J C Road
Bangalore-560002
(Registered vide FIRM/BSD/366/2017-18 dated 30.08.2017)
(Represented by its Partner & Authorized Signatory)

Herein after referred to as the "C & F, Distribution Agent and Dealer" the party in the SECOND PART.

1) The terms MSIL and C&F, Distribution Agent and Dealer wherever the context so requires shall mean and include its successors in office, successors in title, permitted assigns, etc.,



For Ocean Agencies

[Signature]
Managing Partner



[Signature]
Managing Director
MSIL, Bangalore - 52

Branches : Mumbai, New Delhi

75

- c) C & F Distribution Agent and Dealer has agreed to comply all the statutory Provisions governing the movement, storage and sale of imported sand on Ex- Krishnapatnam Port basis without any encumbrances on MSIL on the principle that bulk/break-bulk/unbagged imported sand is sold by MSIL to the C & F Distribution Agent and Dealer on "As is where is, and As is what receipt basis".
- d) The C & F Distribution Agent and Dealer have agreed to discharge all the list of services enumerated in the original agreement along with this supplementary agreement/substitution as a sole selling agent for MSIL on advance remittance of such value of the consignment.
- e) The C&F and Distribution Agent and Dealer is vested with the option to operate the existing stock yards established in and around Bangalore alongwith operating the Point of Sales(POS) on ex-Krishnapatnam port or at the extended stock yards under due intimation to MSIL.
- 8) Clause 1.2(iii) list of services- cost of imported sand in bulk/break-bulk/unbagged at Ex- Krishnapatnam Port.
- a) It is hereby agreed to remit the tentative cost factor of Rs. 2326/MT(Rs.2140/MT basic unbagged sand cost+ Rs.50 MSIL margin+Rs.25 brand royalty)+ GST (annexure MRP-POS-KPCL)for the imported sand in bulk/break-bulk/unbagged being lifted on Ex-Krishnapatnam Port basis. The C & F Distribution Agent and Dealer have agreed to remit such value of imported sand in advance as per the demand note issued by MSIL for lifting and onward movement of imported sand for movement/storage/direct sales from Krishnapatnam Port. In this regard, the existing terms of payment continue to exist.
- b) It is agreed that bulk booking through full train load/wagon loads of imported sand from Krishnapatnam port to various destinations in Karnataka or to any other places, the applicable railway tariff as indicated by South Central Railway/MSIL would be remitted by the C&F Distribution Agent and Dealer to the concerned railway authorities in the name of MSIL and the party to whom the consignment is booked shall be declared as third party and facilitate for obtaining RRs in the name of MSIL.
- c) It is hereby agreed by the C&F Distribution Agent & Dealer that any levy imposed by state of Andhra Pradesh on account of movement of Imported sand out of Krishnapatnam Port to Karnataka or any other places would be remitted by them on the principle that the imported sand is sold on Ex-Krishnapatnam Port basis without any encumbrances on MSIL.
- d) Clause 12 of the existing agreement amended with 12.1 as below:
12.1) Duration of this supplementary agreement for the extended services to be rendered with the above provisions shall also be applicable upto the expiry of the original agreement i.e, upto 10.09.2022



[Signature]
Managing Director
MSIL, Bangalore - 52

76

MSIL

15. Bill certifying authority:

GM (Import/export) or his authorized representatives shall be the bill certifying/ counter signing authority. Such bills as approved by the Managing Director shall be cleared for payment.

16. Reporting authority:

C & F, Distribution Agent and Dealer shall report to the Managing Director/ General Manager (Imports/Exports) or any of the authorized representatives of MSIL for day to day work and obtain instructions from time to time.

IN WITNESS WHEREOF THE PARTIES TO THIS AGREEMENT HAVE SET THEIR HANDS ONTO THIS AGREEMENT ON THE 11th DAY OF OCTOBER 2017.

For and on behalf of Party in the I part
The Mysore Sales International Ltd



[Signature]
(Authorized Signatory)

Managing Director
MSIL, Bangalore - 52

For and on behalf of Party in the II part
Ocean Agencies

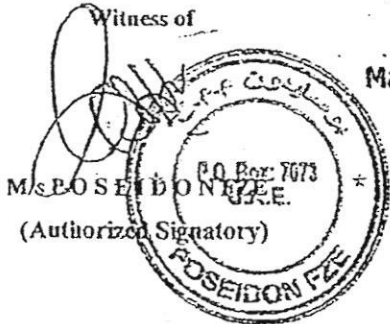
(Authorized Signatory)

For Ocean Agencies

[Signature]

Managing Partner

Consenting
Witness of



(Authorized Signatory)

POSEIDON FZE

Post box 97283
Dubai.
UNITED ARAB EMIRATES



COMMERCIAL INVOICE.

Dated: 01 Nov 2017.

COMMERCIAL INVOICE AS PER MSIL/IM-NRS/01/2017-18 DATED 17.07.2017. WE HERBY CERTIFY THAT THE GOODS ARE AS PER MSIL/IM-NRS/01/2017-18 DATED 17.07.2017.

Seller/Service provider :

Poseidon FZE
P.O. Box no: 97283
Dubai, United Arab Emirates

Purchaser(s):

THE MYSORE
SALES INTERNATIONAL
LTD
NO.36 CUNNINGHAM ROAD,
BANGALORE 560052
KARNATAKA INDIA

Sellers/Service provider Bank Details:

ACCOUNT NAME: POSEIDON FZE
BANK NAME: MASHREQBANK PSC.
ADDRESS: 339-C, AGC,
AL RIQQA STREET,
UNITED ARAB EMIRATES.
DUBAI.

ACCOUNT NUMBER 019100181728 - US\$
SWIFT Code: BOMLAEADXXX

Bank Contact: Mr Pradeep - Relationship-manager - +971 521135209

S.No.	Commodity /Services	Rate of Commodity	Rate of Tax	Total Commodity / Services	Total Price
1	Imported Natural River Sand	50.79 US\$	NA	54,190 Metric tons	2752097.70 US\$

*Any adjustment arising out of moisture content and other if any to be adjusted in our remaining 50% payment

**this invoice is of 1 page.

***this is a computer-generated document and sent via official mail ID. No signature required.



Email: poseidonfze@gmail.com
TELEPHONE: +971 42977355



POSEIDON FZE

Post box 97283

Dubai.

UNITED ARAB EMIRATES

98

COMMERCIAL INVOICE.

Dated: 19th Jan 2018.

Ref: PFZE/IOANNAPOL/002

COMMERCIAL INVOICE AS PER MSIL/IM-NRS/02/2017-18 DATED 18.12.2017. WE HERBY CERTIFY THAT THE GOODS ARE AS PER MSIL/IM-NRS/02/2017-18 DATED 18.12.2017.

Seller/Service provider :

Poseldon FZE
P.O. Box no: 97283
Dubai, United Arab Emirates

Purchaser(s):

THE MYSORE
SALES INTERNATIONAL
LTD
NO.36 CUNNINGHAM ROAD,
BANGALORE 560052
KARNATAKA INDIA

Sellers/Service provider Bank Details:

ACCOUNT NAME: POSEIDON FZE
BANK NAME : MASHREQBANK PSC.
ADDRESS: 339-C, AGC,
AL RIQQA STREET,
UNITED ARAB EMIRATES.
DUBAI.

ACCOUNT NUMBER 019100181728 – US\$
SWIFT Code: BOMLAEXXXX

Bank Contact: Mr Pradeep - Relationship-manager - +971 521135209

S.No.	Commodity /Services	Rate of Commodity INR	Total Commodity / Services	Total Price INR	Total Price US\$
1	Imported Natural River Sand	3269	49682.77 (50060 of B/L quantity – short landing 377.23) Metric tons	162412975	2,506,373

*this invoice is of 1 page.

**this is a computer-generated document and sent via official mail ID. No signature required.

***rate of exchange 64.80 INR per USD as per GOVERNMENT OF INDIA MINISTRY OF FINANCE (DEPARTMENT OF REVENUE) (CENTRAL BOARD OF EXCISE AND CUSTOMS) Notification No.06/2018 - Customs (N.T.) New Delhi, dated the 18th January, 2018.

28 Pousha 1939 (SAKA) (Notification attached with invoice)



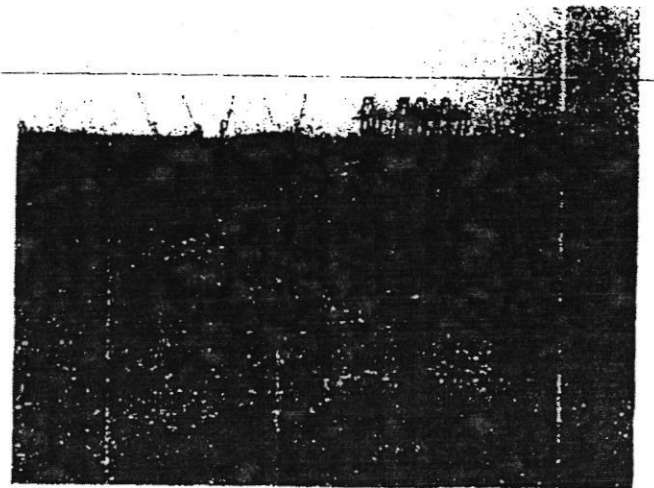
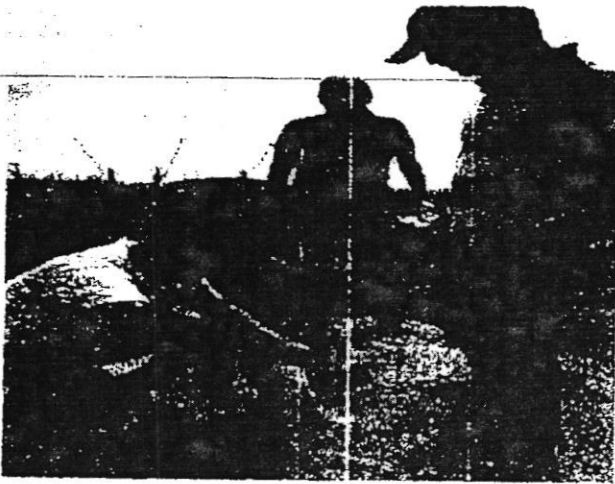
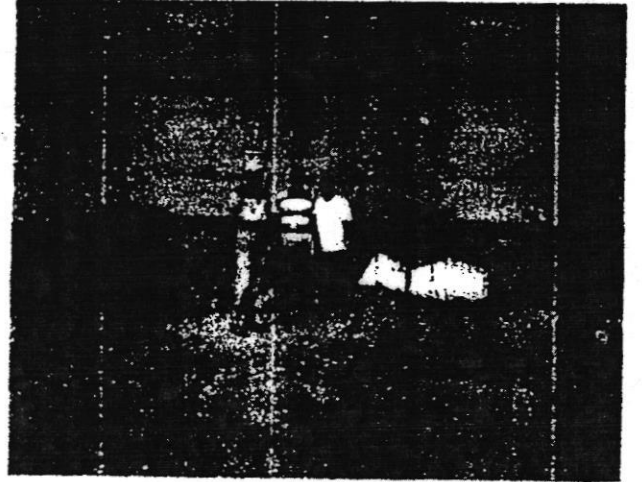
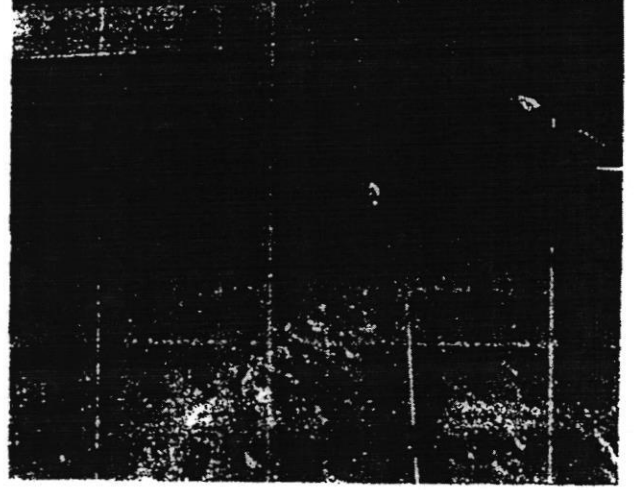
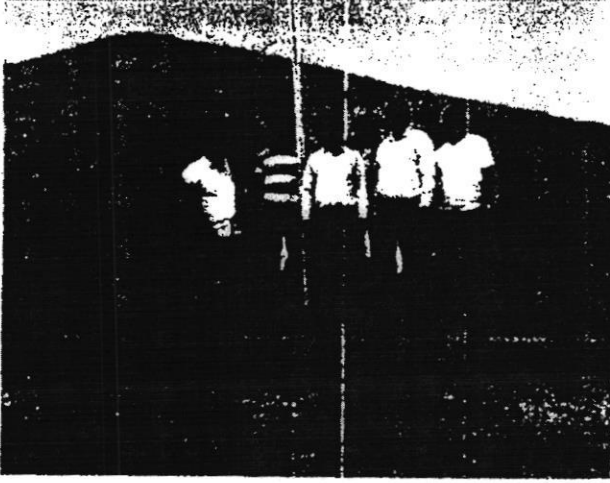
Email: poseidonfze@gmail.com

TELEPHONE: 971 42977355

79

೧.ನು ಬರದ - 4

ಆಂಧ್ರಪ್ರದೇಶದ ಕೃಷ್ಣಪಟ್ಟಣಂ ಬಂದರು ಪ್ರದೇಶದಲ್ಲಿ MSII, ಸಂಸ್ಥೆಗೆ ಸಂಬಂಧಿಸಿದ
ಮರಳು ದಾಸ್ತಾನನ್ನು ಪರಿಶೀಲನೆ ನಡೆಸಿ, ಅಂದಾಜಿಸಿದ ಛಾಯಾಚಿತ್ರಗಳು



80



ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ಲೋಕೋಪಯೋಗಿ ಇಲಾಖೆ
ಸಹಾಯಕ ಕಾರ್ಯಪಾಲಕ ಇಂಜಿನಿಯರವರ ಕಛೇರಿ, ಗುಣಧರವಸೆ ಉಪವಿಭಾಗ, ಆನಂದರಾವ್ ವೃತ್ತ, ಬೆಂಗಳೂರು-9

ಕಾಮಗಾರಿಯ ಹೆಸರು: ಎಂ.ಎಸ್.ಐ.ಎಲ್ ಸಂಸ್ಥೆಗೆ ಸಂಬಂಧಿಸಿದ ನೈಸರ್ಗಿಕ ಮರಳನ್ನು ಪರಿಶೀಲಿಸುವ ಬಗ್ಗೆ.

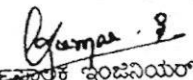
ಉಲ್ಲೇಖ ಎಂ.ಎಸ್.ಐ.ಎಲ್/ಮರಳು/02/2022-23 ದಿನಾಂಕ:28.12.2022

ಮಾದರಿ ಸಂದಾಯವಾದ ದಿ:28.12.2022

ಮಾದರಿ ಪರೀಕ್ಷಾ ದಿ: 02.01.2023

Gradation of Natural Sand								
ಮಾದರಿಯ ತೂಕ : 2000 ಗ್ರಾಂ								
sieve in mm	wt. retained in gms	% of wt. retained	Cumulative% of wt. retained	% of Actual passing	As per IS 383-2016			Remarks
					Zone-1	Zone-2	Zone-3	
10.00	0	0.00	0.00	100.00	100.00	100.00	100	ಸಂದಾಯವಾದ ಮರಳಿನ ಮಾದರಿಯು ರಚ್ಚೆ-2 ಕ್ಕೆ ಅನುಗುಣವಾಗಿರುತ್ತದೆ
4.75	34	1.70	1.70	98.30	90-100	90-100	90-100	
2.36	184	9.20	10.90	89.10	60-95	75-100	85-100	
1.18	396	19.80	30.70	69.30	30-70	55-90	75-100	
0.60	510	25.50	56.20	43.80	15-34	35-59	60-79	
0.30	710	35.50	91.70	8.30	5-20	8-30	12-40	
0.15	116	5.80	97.50	2.50	0-10	0-10	0-10	
0.075	30							

1) Silt & clay :1.5% (Shall not be more than 3%)
2) Fineness Modules :2.89 (Limit 2.00 to 3.50)
3)ಈ ಪ್ರಯೋಗಾಲಯದಲ್ಲಿ ಮರಳಿನ Chemical Analysis ಪರೀಕ್ಷೆ ಮಾಡಲು ಉಪಕರಣಗಳು ಲಭ್ಯವಿರುವುದಿಲ್ಲ ಆದುದರಿಂದ ಈ ಪರೀಕ್ಷೆಗಳನ್ನು ಮಾನ್ಯತೆ ಪಡೆದಿರುವ ಅಧಿಕೃತ ಪರೀಕ್ಷಾ ಕೇಂದ್ರಗಳಿಂದ ಮರಳಿನ Chemical Analysis ಪರೀಕ್ಷೆಯನ್ನು ಪರೀಕ್ಷಿಸಿಕೊಳ್ಳಬಹುದಾಗಿರುತ್ತದೆ.
4)ಸದರಿ ಫಲಿತಾಂಶಗಳು ಪರೀಕ್ಷೆಗೆ ಒಳಪಡಿಸಿದ ಸಂದಾಯವಾದ ಮಾದರಿಗೆ ಮಾತ್ರ ಅನ್ವಯವಾಗುತ್ತದೆ.


ಸಹಾಯಕ ಕಾರ್ಯಪಾಲಕ ಇಂಜಿನಿಯರ್
ಲೋಕೋಪಯೋಗಿ ಇಲಾಖೆ
ಗುಣಧರವಸೆ ಉಪವಿಭಾಗ, ಬೆಂಗಳೂರು
HBU