

**THE SULTHAN BATHERY CO-OPERATIVE MILK SUPPLY SOCIETY LTD No. D1843,
SULTHAN BATHERY P.O, PIN 673592, PH 04936-220260, 222760.
Web: wayanadmilk.com, Email: wayanadmilk@gmail.com**

No.S/2025-26/036

Date 24.12.2025

ISSUE LETTER FOR TENDER DOCUMENT

**SOLAR PANEL FIXING IRON STRUCTURE WORK AND HAND RAILING WORK OF
SULTHAN BATHERY CO-OPERATIVE MILK SUPPLY SOCIETY DAIRY PLANT
AT NAMBIKOLLY.**

This tender document is issued to :

Name of Tenderer :

Address of the Tenderer :

.....

The fee for this document is

Rs:1000.00 (Rupees. One Thousand only)

Which is not refundable under any circumstances.

This Tender document is sold on vide Receipt No.

Dated.

Issued by

(Signature of issuing officer)

SECRETARY

THE SULTHAN BATHERY

CO-OPERATIVE MILK SUPPLY SOCIETY

SECTION-1

INSTRUCTION TO BIDDERS

A. GENARAL

1.0 General Information

Description of work: Supply, erection and commissioning of **Solar Panel Fixing Iron Structure Work and Hand Railing Work of the Sulthan Bathery Co-operative Milk Supply Society Dairy Plant at Nambikolly.**

1.1 Owner : The Sulthan Bathery Co-operative Milk Supply Society Ltd, Sulthan Bathery.P.O. Wayanad Dt, Kerala

1.2 Location and area a. Nearest Railway Station . Kozhikode
b. Nearest Airport Kozhikode
c. Nearest majour Town Bathery
d. Access Roads Bathery- Kozhikode

2.0 Period of completion.

The period of completion shall be 15 days from the date of notification of award which shall include the non- working periods during festivals.

3.0 For the purpose this particular contract, bidder should meet the following qualifying criteria as minimum

- a. The bidder should be in business as Chimney work Contractor for a minimum period of Three years at the time of bid opening.
- b. The bidder shall have completed at least one project of similar nature and of value 80% of the estimated value of the contract, for which this invitation to bid is issued during the last five years.
- d. The bidder shall furnish a copy of the Income tax Returns and Income tax clearance certificates for the previous three years in original or certified true copies.

Bid submitted by a joint venture of two or more firms as partners shall comply with the following requirements:

- a. The bid and in the case of a successful bid the form of agreement, shall be signed so, as to be legally binding on all the partners
- b. The one of the partners shall be nominated as being in-charge, and the authorization shall be evidence by submitting a power of attorney signed by legally authorized signatories of all the partners

TENDERER

- c. The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract including payment shall be done exclusively with the partner in charge;
- d. All the partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the form of bid and the form of agreement (in case of the successful bid); and
- e. A copy of the agreement entered into by the joint venture partners shall be submitted with the bid.
- f. Experience, resources, men and machinery of each party to the joint venture, will be taken into only to the extent of their participation of performing tasks under the joint venture agreement.

4. Cost of Bidding

The bidder shall bear all costs associated with the preparation and the submission his bid and the Sulthan Bathery Co-Operative Milk supply Society, hereinafter referred to as SCMSS will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

5. Submission of bids

1. Sealing or marking of bids
2. The envelope shall be addressed to the address for The Sulthan Bathery Co-operative Milk Supply Society Ltd, Sulthan Bathery.P.O. Wayanad Dt, Kerala, Pin 673592 and shall bear the following identifications.
3. Name of the work.
4. Reference to the bid- as given in the invitation to Bid.
5. Words “Do NOT OPEN BEFORE” (Mention the date and time of opening of the bids as give the invitation bid.)

6. Deadline for submission of bids.

1. Bids must be received by the SCMSS at the address of communication on or before the date & time of submission as stated in the invitation to bid
2. The SCMSS may at its discretion, extend the deadline for the submission of bids by issuing an amendment in accordance of tender advertisement, in which case all rights and obligations of SCMSS and the bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

TENDERER

7. Late bids

1. Any bid received by the SCMSS law than the deadline for the submission of bids as prescribed by the SCMSS in accordance with clause 6 shall be returned un opened to the bidder.

8. Modification and withdrawal or bids

1. The bidder may modify or withdraw his bid after bid submission provided that the modification s or notice of withdrawal is received in writing by the SCMSS prior to the prescribed dead line for the submission of bids.
2. The bidders modification or notice of withdrawal shall be prepared, sealed, marked and delivered In accordance with the provisions of clause 5 for the submission of bids, with the inner envelope additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.
3. Subject to clause 11, no bid shall be modified subsequent to the deadline for the submission of bids.

9. Bid opening and evaluation**Bid opening**

1. The SCMSS will open the bids, including submissions made pursuant to clause 8 in the presence of bidders representatives who choose to attend, at the office of the Sulthan Bathery co-operative milk supply society in the address of the communication at the time and date stated in the clause 5.0 in the invitation to bid. The bidders representatives who are present shall sign a register evidencing the attendance.
2. Bids for which an acceptable notice of withdrawal has been submitted pursuant to clause 8.0 shall not be opened. The SCMSS will examine the bids to determine whether they are complete, whether the requisite bid security have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
3. At the bid opening the SCMSS will announce the bidders names, the bid prices, written notifications and withdrawals, if any, the presence of requisite bid security and such other details as the SCMSS may consider appropriate.
4. The SCMSS shall prepare, for its own records, the minutes of the bid opening, including the information disclosed to those present in accordance with sub-clause 8.3

10. Process to be confidential

1. After the public opening of bids, information relating to the examination, clarification, evaluation and comparison of bids and communications concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process until the award of the contract to the successful bidder has been announced.

2. Any effect by a bidder to influence the SCMSS in the process of examination, clarification, evaluation, and comparison of bids and in the decision concerning the award of contract may result in the rejection of the bidders bid.

11. Clarification of bids

1. To assist in the examination, evaluation and comparison of bids, the SCMSS may ask the bidders individually for the clarification of their bids, including breakdown of unit rates. The request for clarification and the response shall be in writing or by telegram/telex but not change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the SCMSS during the evaluation of the bids In accordance with clause 13.0.

12. Determination of responsiveness

1. Prior to the detailed evaluation of the bids, the SCMSS will determine whether each bid is substantially responsive to the requirements of the bidding documents.
2. For the purpose of this clause, a substantially responsive bid is one which conforms to all terms, conditions, and specifications of the bidding documents without material deviation or reservation. a material, deviation or reservation is one which affects in any substantial way the scope, quality or performance of the works or which limits in any substantial way, in consistent with the bidding documents, the SCMSS rights or the bidders obligation under the contract, and the notification of which deviation or reservation would affect unfairly the competitive position of the bidders presenting substantially responsive bids.
3. If a bid is not substantially responsive to the requirements of the bidding documents, it will be rejected by the SCMSS and may not be subsequently made responsive by the bidder having corrected or withdrawn the non-conforming deviation of reservation.

13. Correction of errors

1. Bids determined to be substantially responsive will be checked by the SCMSS for any arithmetic errors in computation and summation errors, will be corrected as follows:
 - a) Where there is a discrepancy between the rates or amounts in figures and in words, the rate or amounts shall govern and
 - b) Where ther is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate and the quantity the unit rate as quoted shall govern.

c) The amount stated in the form of bid will be adjusted by the SCMSS in accordance with the above procedures for the correction of errors and with the concurrence of the bidder, shall be considered as binding up on the bidder .if the bidder does not accept the concerned amount of bid, his bid shall be rejected and the bid security shall be forfeited.

14. Conversion to single currency

- 1 All bid prices shall be submitted in Indian currency only

15. Evaluation and comparison of the bids

1. The SCMSS shall evaluate and compare only bids determined to be substantially responsive to the requirements of the bidding documents in accordance with clause 12.
2. In evaluating bids, the SCMSS will determine for each bid the evaluated price by adjusting the bid price making any correction for errors pursuant to clause 13.
3. The SCMSS reserves the right to accept or reject any variation, deviation, or alternative offers. Variation, deviation and alternative offers and other factors which in excess of the requirement of the bidding documents or otherwise result in the accrual of unsolicited benefits to the SCMSS shall not be taken into account in bid evaluation.
4. Price adjustment provisions applying to the period of execution of the contract shall not be taken into account in bid valuation.
5. If the bid of the successful bidder is seriously unbalanced in relation to the SCMSS estimate of the real cost of the work to be performed under the contract ,the SCMSS may require that the amount of the performance security deposit set forth in the clause 20 be increased at the expense of the successful bidder to a level sufficient to protect the SCMSS against financial loss in the event of subsequent default of the successful bidder under the contract

F. AWARD OF ONTRACT

16. Award criteria

1. Subject to clause 17, the SCMSS shall award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has offered the lowest. Evaluated bid price pursuant to clause 15, provided further that the bidder has the capability and resources to carry out the contract effectively.

TENDERER

17. SCMSS Right to accept any bid and to reject any or all bids

1. Notwithstanding clause 16 or any other clauses stated above, the SCMSS reserves the right to accept or reject any bid and to annual the bidding process and reject all bids, at any time prior to the award of the contract, without there by incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the SCMSS action.

18. Notification of award

1. Prior to the expiry of the period of bid validity prescribed in the bid documents, the SCMSS will notify the successful bidder by telegram/telex confirmed in writing that his bid has been accepted. This letter (hereinafter and in the conditions of contract referred to as "letter of acceptance") shall name the sum which the SCMSS will pay to the contractor in consideration of the execution completion and the maintenance of the works by the contractor as prescribed by the contract (hereinafter and in the conditions of contract referred to as the "contract price")
2. The notification of the award will constitute the formation of the contract
3. Upon the furnishing by the successful bidder of performance security in accordance with the clause 20 the SCMSS will notify the unsuccessful bidders that their bids have been un successful

19. Signing of agreement

1. At the same time that the SCMSS notifies the successful bidder that his bid has been accepted the SCMSS will send the bidder the form of agreement provided in the bidding documents, incorporating all agreement between the parties.
2. Within 15 days of the receipt of the form of agreement the successful bidder shall sign the form and return into the SCMMS

20. Performance security

1. Within 15 days of the receipt of the notification of award from the SCMSS, the successful bidder shall furnish to the SCMSS a performance security for an amount of 5% of the contract value pursuant to general conditions of contract
2. Failure of the successful bidder to comply with the requirement of the clause 19 or 20 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

TENDERER

GENARAL OBLICATIONS

21. Contractor's General Responsibilities

1. The contractor shall, subject to the provision of the contract and with due care and diligence, execute and maintain the works and provide all labor including the supervision thereof, material construction plan and all other things, whether of a temporary or permanent nature other things, whether of a temporary or permanent execution and maintenance, so far as the necessity for providing the same is reasonably to be inferred from the contract.
2. The contractor shall take full responsibility for the adequate stability and safety of all site operations and method of construction, provided for the contractor shall not be responsible, except as may be expressly provided in the contract, for design or specification of the permanent works, or for the design or specification of any temporary works prepared by the engineer.

22. Contract agreement

1. The contractor shall called up on so to do enter into and execute-a contract agreement in the form annexed with such modification as may be necessary.

23. Performance security

1. within 7 days of the receipt of the notification of the award of the contractor from the Suthan Bathery Co-operartive Milk Supply Society the successful bidder shall furnish to the Suthan Bathery Co-operartive Milk Supply Society a performance security for an amount of 5% of the contract value.
2. The proceeds of the performance security shall be payable to the SCMMS as compensation for any loss resulting from the contractors failure to complete his obligations under contract.
3. The performance security shall be denominated in Indian rupees and shall be in any of the following forms:
 - (a) A demand draft drawn in favour of the sulthan bathery co-operative milk supply society payable at the place mentioned in the address of communication stated in the invitation to bid.
 - (b) A bank guarantee issued by a nationalized Indian bank, or by a foreign bank operating in India. The guarantee issued by other banks should be confirmed by a nationalized Indian bank or a foreign bank operating in India. The acceptable form shall be strictly as provided in section IX of the bidding documents.
4. The bank guarantee shall be valid for the entire period of contract including the period of maintenance plus 90 days. The validity of the bank guarantee be suitably extended in the event of extension of time of the contractor pursuant to herein.

TENDERER

5. The performance security shall be released by the SCMMS no later than 60 days following the date of delivery of the maintenance certificate by the engineer.
- 6 In the event of increase in the contract value, in actual execution proportionate additional performance security shall be paid by the contractor if called up on to do so.
- 7 In the event of decrease in the contract value the performance security shall be proportionately adjusted on the completion of work.

24. Inspection or site

- 1 The contractor shall be deemed to have inspected and examined the site and its surroundings and information available in connection therewith and to have satisfied himself, before submitting his tender as to the form and nature thereof, including the sub-surface conditions, the hydrological and climatic conditions, the extent and nature of work and materials necessary for the completion of the works, the means of access to the site and accommodation he may require and, in general shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his tender.

25. Sufficiency of tender

1. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced schedule of quantities and the schedule of rates and prices, if any, when tender prices shall except in so far, as is otherwise provided in the contract. Cover all his obligations under the contract and all matters and things necessary for the proper execution and maintenance of the works.

26. Work to be to the satisfaction of engineer

1. The contractor shall execute and maintain the works in strict accordance with the contract to the satisfaction of the engineer and shall comply with and adhere strictly to the engineers instructions and directions on any matter whether mentioned in the contract or not touching or concerning the works the contractor shall take instructions and directions only from the engineer.

27. Programme to be furnished

1. The contractor shall after the acceptance of his tender, submit to the engineer for his approval a programme showing the order of procedure in which he proposes to carry out the works. the contractor shall whenever required by the engineer, also provide in writing for his information a general also provide in writing for his information a general description of the arrangements and methods which the contractor proposes to adopt for the execution of works.

TENDERER

2. If at any time it should appear to the engineer that the actual progress of the works does not conform to the approved programme referred to in sub-clause(1) of this clause, the contractor shall produce at the request of the engineer a revised programme showing the modifications .

28. Extra ordinary traffic

1. The contractor shall use every reasonable means to prevent any of the highways or bridges communicating with or on the routes to the site from being damaged or injured by any traffic of the contractor or any of his sub-contractors and in particular, shall select routes, choose an d use of vehicles and restrict and distribute loads so that any such extra ordinary traffic as will inevitably arise from the moving of plant and material from and to the site shall be limited as far as reasonably possible, and so that no un necessary damage or injury may be occasioned to such highways and bridges.
2. Should it be found necessary for the contractor to move one or more loads of constructional plant, machinery or pre constructed units or parts of work over a part of a highway or bridge, the moving where of is likely to damage any highway or bridge unless special protection or strengthening is carried out then the contractor shall before moving the load on to such highway or bridge give notice to the concerned authority of the weight and other particulars of the load to be moved and his proposal for protecting or strengthening the said highway or bridge and obtain approval from that concerned authority at his own cost. He shall keep the engineer informed of the action taken
3. if during the execution of the works or at any time thereafter the contractor shall receive any claim arising out of the execution of the works in respect of damage or injury to highways or bridges he shall immediately report the same to the engineer and thereafter shall negotiate the settlement of and pay all sums due in respect of such claims and shall indemnify the SCMMS In respect thereof and in respect of all claims, proceedings, damages, costs charge and expenses in relation there to.
4. Where the nature of the works is such as to require we by the contractor of water – borne transport the foregoing provisions of this clause shall be construed as through “highway” included a lock, dock sea wall or other structure related to a waterway and “vehicle” included craft and shall have affect accordingly.

TENDERER

29. Opportunities for other contractors

1. The contractor shall in accordance with the requirements of the engineer, afford all reasonable opportunities for carrying out their work to any other contractors employed by the SCMMS/owner and their workmen and to the workmen or the SCMMS owner and of any other dub constituted authorities who may be employed in the execution on or near the site of any work not included in the contract or of any contract which the SCMMS may enter into in connection with or ancillary to the works if ,however the contractor shall ,on the written request of the engineer make "able to any such other contractor, or to the SCMMS or any such other contractor, or to the SCMMS or any such authority , an), roads or ways for the maintenance of which the contractor is responsible, or permit the use by any such of the contractors scaffolding or other plant on the site ,or provide any other service of whatsoever nature for any such ,the SCMMS shall pay to the contractor in respect of such we or service such sums or sums as shall in the opinion of the engineer be reasonable.

LABOUR

30. Engagement of labour

1. The contractor shall make his own arrangements for the engagements of all labour local or otherwise, and save insofar as the contract otherwise provides, for the transport, housing, feeding and payment thereof. The contractor to the extent possible and reasonable to employ staff and labour with required qualifications and experience from source within india.
2. The owner of SCMMS may at their own discretion and convenience make available at the site, land for contractors field office, godowns, workshop and assembly yard required for the execution of the contract. The contractor shall at his own cost construct all these temporary buildings and provided suitable water supply and sanitary arrangement approved by the engineer.
3. The personnel so- engaged by the contractor shall be the employees of the contractor and there shall exist no priviry of contract between the personnel so engaged and the SCMMS owner

TENDERER

SPECIFICATION OF Solar Panel Fixing Iron Structure Work

Technical specification of the **Solar Panel Fixing Iron Structure Work** for Sulthan Bathery Co-operative Milk Supply Society Limited Dairy Plant Nambikolly”.

1.Specification of Solar Panel Fixing Iron Structure Work

Solar Panel Fixing Iron Structure Work		
Particulars	Specification	Quantity
BRAND OF MATERIALS	APPOLLO MS 120 gsm GP Hollow Tubes	1100kg
PURLINS	SHS 50mm x 50mm x 1.4mm (24 Length x 12kg=288kg)	
RAFTER	RHS 100x25x1.4mm (19 Length x 16=304kg)	
LEGS	SHS 50x50x1.4mm (10 Length x 12.5kg= 125kg)	
WALK WAY PLATFORM	RHS 50 x 25 x1.4 mm (30 Length x11kg=330kg)	
PAINTING	Apply Two coat of epoxy primer and enamel paint	

2.Specification of Metal Staircase Work

Metal Staircase Work Fabrication and Fixing Work		
Particulars	Specification	Quantity
BRAND OF MATERIALS	APPOLLO MS 120 gsm GP Hollow Tubes	215 kg
Metal Staircase Work Fabrication and Fixing	Tread size 90cm x 25cm	
Side Bar and Landing Frame	RHS 100x25x1.4mm Tube	
Steps	Outer Frame : RHS 25x25x1.4mm Tread Inner chord : RHS 25x12x1.4mm	
PAINTING	Apply Two coat of epoxy primer and enamel paint	

HAND RAILING WORK

Particulars	Specification	Quantity
BRAND OF MATERIALS	APPOLLO MS 120 gsm GP Hollow Tubes	10 kg
Top Rail	SHS 32x32x1.2mm	
Master Legs	SHS 50x50x1.4mm	
Horizontal Line	RHS 12x12x1.2mm Tube	
PAINTING	Apply Two coat of epoxy primer and enamel paint	

TENDERER

PRICE Schedule of Solar Panel Fixing Iron Structure Work.

Price quoted as per Technical specification of the Solar Panel Fixing Iron Structure Work for the Sulthan Bathery Co-operative Milk Supply Society Limited, Sulthan Bathery, Dairy Plant at Nambikolly, Wayanad DT, Kerala State

Sl No.	Description	Qty	Rate
1.	Solar Panel Fixing Iron Structure Work as per specification. Material Cost	as per specification	
	Solar Panel Fixing Iron Structure Work as per specification Labour Charge	as per specification.	
	TOTAL		

Rs:
.....Only

TENDERER

PRICE Schedule of Hand Railing Work.

Price quoted as per Technical specification of the Hand Railing Work for the Sulthan Bathery Co-operative Milk Supply Society Limited, Sulthan Bathery, Dairy Plant at Nambikolly, Wayanad DT, Kerala State

S1 No.	Description	Qty	Rate
1.	Hand Railing Work as per specification. Material Cost	as per specification	
	Hand Railing Work as per specification Labour Charge	as per specification.	
	TOTAL		

Rs:

.....Only

TENDERER

TENDER CONDITIONS

1. Last date of receipt of the tender is on **05.01.2026. at 12.00 P.M** and tenders will be opened at **1 P.M** on the same day in the presence of Tenderers present, at office of the Sulthan Bathery Co-operative Milk Supply Society LTD No D 1843, Sulthan Bathery P.O.
2. Tenders should be accompanied by an EMD of Rs **10000/-** by mode of Demand Draft and NEFT/ RTGS /Bank transfer in favour of Secretary, Sulthan Bathery Co-operative Milk Supply Society LTD No D 1843, Sulthan Bathery P.O. **Bank Account No.507701011000106, Union Bank Of India, Sulthan Bathery Branch, IFSC- UBIN0550779**
3. The sealed cover containing tender should be superscribed, "Tender for the supply, erection and commissioning of **Solar Panel Fixing Iron Structure Work** for Sulthan Bathery Co-operative Milk Supply Society, Sulthan Bathery" and should be addressed to the **Secretary, Sulthan Bathery Co-operative Milk Supply Society LTD No D 1843, Sulthan Bathery P.O. Wayanad, 673592.**
4. Those who download the tender documents should enclose a DD for Rs 1000 as tender form fee.
5. The price quoted should be inclusive of packing, forwarding, freight, insurance, loading and unloading, site delivery, taxes like GST, entry
6. The tender should be accompanied by an agreement in Kerala Stamp paper worth Rs.200/- only.
7. Late, incomplete tenders and tenders without EMD and agreement in Kerala stamp paper will not be accepted.
8. Firms who are exempted from the payment of EMD should furnish attested copies of currently valued certificate from Stores Purchase Department, Government of Kerala.
9. The price quoted should be inclusive packing, forwarding, freight, insurance and loading delivery, taxes like GST, entry tax, Excise Duty and Octroi, etc(all taxes).
10. The exact specification, details of make, model, name of manufacture etc must be clearly specified. Copies of the detailed technical literature and illustrated brochure of equipments quoted also have to be submitted along with the tender.
11. Any litigation regarding the supply of equipments should be subjected to Wayanad jurisdiction.
12. If the material have lack of quality the Secretary have right to reject and return the same without assigning any reson.

Signature of Tenderer.

13. The agreement is valid only for the period from the date in which the agreement is signed to the date mentioned in the tender notice i.e 24.12.2025
14. The committee reserves the right to accept or reject any or all the offers without assigning any reasons whatsoever.
15. The work completion within 7 days from the date of supply order.
16. List of customers in Kerala, Tamilnadu and Karnataka during the last three years shall be attached.
17. The GST invoice should be addressed to the Secretary, Sulthan Bathery Co-operative Milk Supply Society LTD No D 1843, Sulthan Bathery P.O. Wayanad, 673592. GSTIN.32AABAT2920Q1ZD

Signature of Tenderer.

COMPANY DETAILS		
1	Name and address of Company	
2	Primary place/Address of business	
3	Product Name	
4	Manufacture/Dealer/Importer	
5	PAN Number	
6	15 digit provisional GST registration number	
7	Application Reference Number (ARN No)	
8	HSN Code of Product	
9	Contact Person Name	
10	Contact Person Mobile No & Land Line No	<p>Land :</p> <p>Mob 1.</p> <p>2.</p>
11	Company Mail Id	
12	Contact Person Email ID	
13	State	

Authorized Signatory.

AGREEMENT

Articles of agreement executed on this the of Two Thousand and Twenty Five between the Sulthan Bathery Co-operative Milk Supply Society Ltd No D1843 (hereinafter referred to as "the Society") on the one part and M/s.....

(Name and Address of the tenderer)(Hereinafter referred to as "the bounden") on the other part.

WHEREAS in response to the Notification dated The Bounden has submitted to the Sulthan Bathery Co-operative Milk Supply Society LTD No D 1843 a tender for the supply of specified therein subject to the terms and conditions contained in the said tender.

WHEREAS the bounden has also deposited with the Sulthan Bathery Co-operative Milk Supply Society LTD No D 1843 a sum of Rs. as Earnest Money for execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by the Society.

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:

1. In case tender submitted by bounden is accepted by the Society and the contract for is awarded to the bounden, the bounden shall within days of acceptance of his tender execute an agreement with the Society accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the Society shall have power and authority to recover from the bounden any loss or damage caused to the Society by such breach as may be determined by the Society by appropriating the earnest money deposited by the bounden and if the earnest money is bound to be inadequate, the deficit amount may be recovered from the bounden

and his properties movable and immovable, in the manner hereinafter contained.

3. All sums found due to the Society under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the revenue recovery net for the being in force as though such sums are arrears of land revenue and in such other manners as the Society may deem fit.

In the presence of witnesses;

1.

2.

In the presence of witnesses;

1.

2.