

TOWN MUNICIPAL COUNCIL BAILHONGAL 591102

DIST: BELGAUM STATE: KARNATAKA

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RFP document for Swachhata Knowledge Partner (SKPs) empanelled by
MOHUA under National Capacity Building Framework for Garbage Free
Cities, Dated: 08/12/2023

Conducting capacity building offline day training workshop/ program for Municipal Officers,
Engineers & Sanitary staff on relevant areas of Swachh Bharath Mission as per National
Capacity Building Framework for Garbage Free Cities published by MOHUA. (2025-26).

Estimated Amount: 2.13 Lakhs

2025

TENDERS FOR PROVIDING TRAINING UNDER SBM 2.0 CAPACITY BUILDING GRANTS

No/_ DMA/2025-26/SE6678

Date : _____

1. The **Town Municipal Council Bailhongal** (Purchaser) invites tenders from Swachhata Knowledge Partner (SKPs) empanelled by MOHUA under National Capacity Building Framework for Conducting capacity building offline day training workshop/ program for Municipal Officers, Engineers & Sanitary staff on relevant areas of Swachh Bharath Mission as per National Capacity Building Framework for Garbage Free Cities published by MOHUA.
2. Tenderers are advised to note the qualification criteria specified in Section VII to qualify for award of the contract.
3. Tender documents (and additional copies) may be downloaded from the e-procurement website <http://kppp.karnataka.gov.in> under login for Service Providers.
4. Tenders must be accompanied by earnest money deposit which will be paid online through e-Procurement portal Table below and shall have to be valid for 60 days **beyond** the validity of the tender.

Sl No	Description of Services	No of Participants	Amount Put to Tender (In Rupees)	EMD (In Rs)
1	Conducting capacity building offline day training workshop/ program for Municipal Officers, Engineers & Sanitary staff on relevant areas of Swachh Bharath Mission as per National Capacity Building Framework for Garbage Free Cities published by MOHUA.(2025-26)	50	2.13	As per E-procurement

5. Tenders must be electronically submitted (on-line through internet) on or before the date and time notified in e-procurement portal. Financial bid will be opened on the date and time notified in e-procurement portal. If the office happens to be closed on the date of opening of the tenders as specified, the tenders will be opened on the next working day at the same time and venue in e-portal, in the presence of the Tenderers who wish to attend at the Office of the Chief Officer, TMC, BAILHONGAL.

6. Other details can be seen in the tender documents.

Sd/-
Chief Officer
TMC Bailhongal

SCHEDULE OF TENDERS FOR PROVIDING TRAINING UNDER SBM 2.0 CAPACITY BUILDING GRANTS

TENDER REFERENCE	DMA/2025-26/SE6678
LAST DATE FOR SUBMISSION OF TENDERS THROUGH E-PORTAL	AS Published in http://kppp.karnataka.gov.in
TIME AND DATE OF OPENING OF TENDERS	AS per E-procurement Portal AS Published in http://kppp.karnataka.gov.in
PLACE OF OPENING OF TENDERS IN E-PORTAL	Office of Town Municipal Council Bailhongal
ADDRESS FOR COMMUNICATION	Chief Officer Town Municipal Council Bailhongal Near Inchal Cross Bailhongal-591102 Belgaum district Karnataka.

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SECTION II: INSTRUCTIONS TO TENDERERS

A. Introduction

1. Eligible Tenderers

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

2 Cost of Tendering

2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender as per e procurement portal.

B. The Tender Documents

3. Contents of Tender Documents

3.1 The services 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) NA;
- (f) Tender Form and Price Schedules;
- (g) Earnest money deposit Form;
- (h) Contract Form;
- (i) Performance Security Form;
- (j) NA

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

4. Clarification of Tender Documents

4.1 A prospective Tenderer requiring any clarification of the tender documents may notify the Purchaser in writing or by telex or cable or fax at the Purchaser's mailing address indicated in the Invitation for Tenders. The Purchaser will respond in writing to any request for clarification of the tender documents which it receives no later than 15 days prior to the deadline for submission of tenders prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers which have received the tender documents.

5. Amendment of Tender Documents

5.1 At any time prior to the deadline for submission of tenders, the Purchaser may, for any reason, whether at its own initiative or otherwise, modify the tender documents by amendment.

5.2 All prospective tenderers who have received the tender documents will be notified of the amendment in writing or by cable or by fax, and will be binding on them.

5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Purchaser, at its discretion, may extend the deadline for the submission of tenders.

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 Kannada language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in Kannada language in which case, for purposes of interpretation of the Tender, the translation shall govern.

7. Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with ITT Clauses 6, 7 and 8;
- (b) Documentary evidence established in accordance with ITT Clause 9 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 10 that the services and ancillary services to be supplied by the Tenderer conform to the tender documents; and
- (d) Earnest money deposit furnished in accordance with ITT Clause 11.

8. Tender Form

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

9. Tender Prices

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

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

- (i) the price of the services, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable
 - a. on components and raw material used in the manufacture or assembly of services quoted ex-works or ex-factory; or
 - b. on the previously imported services of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.
- (ii) any Indian duties, sales and other taxes which will be payable on the services if this Contract is awarded;
- (iii) the price for inland transportation, insurance and other local costs incidental to delivery of the services to their final destination;
and
- (iv) the price of other incidental services listed in Clause 4 of the Special Conditions of Contract

9.3 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 19.

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 5, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the Contract if its tender is accepted.
- 11.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its tender is accepted, shall establish to the Purchaser's satisfaction:
- (a) that, in the case of a Tenderer offering to supply services under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized (as per authorization form in Section XIII) by the services' Manufacturer or producer to supply the services in India or is a Authorized Dealer of the Services. (The item or items for which Manufacturer's Authorization is required should be specified).
 - (b) that the Tenderer has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VII.

12. Documents Establishing Services' Conformity to Tender Documents

- 12.1 Pursuant to ITB Clause 5, the Tenderer shall furnish, as part of its tender, documents establishing the conformity to the tender documents of all services and services which the tenderer proposes to supply under the contract..
- 12.2 The documentary evidence of conformity of the services and services to the tender documents may be in the form of literature, drawings and data, and shall consist of:
- (a) A detailed description of the essential technical and performance characteristics of the services ;
 - (b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the services for a period of two years, following commencement of the use of the services by the Purchaser;

13. Earnest Money Deposit

- 13.1 Pursuant to ITT Clause 5, the Tenderer shall furnish, as part of its tender, earnest money deposit in the amount as specified in Section-V - Schedule of Requirements.
- 13.2 The earnest money deposit is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 11.7.
- 13.3 The earnest money deposit shall be denominated in Indian Rupees and shall:
- (a) The Tenderer shall furnish, as part of his tender, earnest money deposit in the amount as shown in column 4 of the Table of IFT and earnest money deposit shall be deposited in the bank **should be paid online through to pooling account.**
 - (b) 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 12.2.
- 13.4 Any tender not secured in accordance with ITT Clauses 11.1 and 11.3 above (unless the category of tenderer has been specifically exempted by the Government) will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 19.
- 13.5 Unsuccessful Tenderer's tender securities 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 12.
- 13.6 The successful Tenderer's earnest money deposit will be discharged upon the Tenderer signing the Contract, pursuant to ITT Clause 26, and furnishing the performance security, pursuant to ITT Clause 27.
- 13.7 The earnest money deposit may be forfeited:
- (a) if a Tenderer

- (i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or
 - (ii) does not accept the correction of errors pursuant to ITT Clause 19.3; or
- (b) in case of a successful Tenderer, if the Tenderer fails:
- (i) to sign the Contract in accordance with ITT Clause 26; or
 - (ii) to furnish performance security in accordance with ITT Clause 27.

14. Period of Validity of Tenders

- 14.1 Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITB Clause 15. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 14.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or fax). The earnest money deposit provided under ITT Clause 11 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 Shall be as per e-procurement portal

D. Submission of Tenders

16 Submission of Tenders

- 16.1 Tenderer shall submit tender electronically through e-procurement portal

17. Deadline for Submission of Tenders

- 17.1 Tenders must be received through E-Procurement portal no later than the time and date specified in the Invitation for Tenders (Section I).
- 17.2 The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITB Clause 5, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late Tenders --- Not Applicable

19. Modification and Withdrawal of Tenders:

- 19.1 As per e-procurement portal

E. Tender Opening and Evaluation of Tenders

20. Opening of Tenders by the Purchaser

20.1 The Purchaser will open all tenders, on the date & time specified in e-procurement portal in the following location: **OFFICE OF THE CHIEF OFFICER , TOWN MUNICIPAL COUNCIL BAILHONGAL -591231 KARNATAKA STATE..** 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.

20.2 The Tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No tender shall be rejected at tender opening.

21. Clarification of Tenders

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

22. Preliminary Examination

22.1 The Purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly

signed, and whether the tenders are generally in order. Tenders from Agents/Authorized Dealers, without proper authorization from the manufacturer as per Section XIII, shall be treated as non-responsive.

- 22.2 Where the Tenderer has quoted for more than one schedule, if the earnest money deposit 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 earnest money deposit to be furnished for the schedule included in the tender (offer) in the serial order of the Schedule of Requirements of the Tender document.
- 22.3 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 lower of the two will prevail. If the service provider does not accept the correction of errors, its tender will be rejected and its earnest money deposit may be forfeited.
- 22.4 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.
- 22.5 Prior to the detailed evaluation, pursuant to ITT Clause 20, 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 4), Warranty (GCC Clause 12), Applicable law (GCC Clause 19), and Taxes & Duties (GCC Clause 21) will be deemed to be a material deviation. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 22.6 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.

23. Evaluation and Comparison of Tenders

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

24. Contacting the purchaser

- 24.1 Subject to ITT Clause 21, no Tenderer shall contact the Purchaser on any matter relating to its tender, from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the purchaser, it should do so in writing.
- 24.2 Any effort by a Tenderer to influence the Purchaser in its decisions on tender evaluation, tender comparison or contract award may result in rejection of the Tenderer's tender.

F. Award of Contract

25. Postqualification

- 25.1 The Purchaser will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 9.2 (b) and is qualified to perform the contract satisfactorily.

- 25.2 The determination will take into account the Tenderer's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 9, as well as such other information as the Purchaser deems necessary and appropriate.
- 25.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

26. Award Criteria

- 26.1 Subject to ITT Clause 24, the Purchaser will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

27. NA

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

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

29. Notification of Award

- 29.1 Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer in writing by registered letter or by cable/telex or fax, to be confirmed in writing by registered letter, that its tender has been accepted.
- 29.2 The notification of award will constitute the formation of the Contract.
- 29.3 Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 27, 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 11.
- 29.4 If, after notification of award, a Tenderer wishes to ascertain the grounds on which its tender was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Tenderer.

30. Signing of Contract

- 30.1 At the same time as the Purchaser notifies the successful tenderer that its tender has been accepted, the Purchaser will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 30.2 Within 21 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Purchaser.

31. Performance Security

- 31.1 Within 21 days of the receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents or in another form acceptable to the Purchaser.
- 31.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 26.2 or ITT Clause 27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Purchaser may make the award to the **next lowest evaluated Tenderer** or call for new tenders.

32 Corrupt or Fraudulent Practices

- 32.1 The Government requires that Tenderers/ Service providers/ Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government
- (a) defines, for the purposes of this provision, the terms set forth as follows :

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

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

SECTION III: GENERAL CONDITIONS OF CONTRACT TABLE OF CLAUSES

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SECTION III – 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 Service provider, 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 Service provider under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Services" means all the equipment, machinery, and/or other materials which the Service provider is required to supply to the Purchaser under the Contract;
- (d) "Services" means services ancillary to the supply of the Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Service provider covered under the Contract;
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Purchaser" means the organization purchasing the Services, as named in SCC.
- (h) "The Purchaser's country" is the country named in SCC.
- (i) "The Service provider" means the individual or firm supplying the Services and Services under this Contract
- (j) "The Government" means the Government of Karnataka State.
- (k) "The Project Site", where applicable, means the place or places named in SCC.
- (l) "Day" means calendar day.

2. Application

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

3. Standards

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

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

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

5. Patent Rights

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

6. Performance Security

- 6.1 Within 21 days of receipt of the notification of contract award, the Service provider shall furnish Performance Security to the Purchaser for an amount of 5% of the Contract Value, valid up to 60 days after the date of completion of performance obligations including Warranty obligations. 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 Service provider's failure to complete its obligations under the Contract.
- 6.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
- (a) A Bank guarantee or irrevocable Letter of Credit, issued by a Nationalized/Scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser; or
 - (b) A cashier's check or Banker's certified check, or crossed demand draft or pay order drawn in favor of the Purchaser; or
 - (c) Specified small savings instruments pledged to the Purchaser.
- 6.4 The Performance Security will be discharged by the Purchaser and returned to the Service provider not later than 60 days following the date of completion of the Service provider's performance obligations, including any Warranty obligations, under the Contract.
- 6.5 In the event of any contract amendment, the Service provider shall, within 20 days of receipt of such

amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including Warranty obligations.

7. NA

8. NA

9. NA

10. NA

11. NA

12. NA

13. Spare Parts

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

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

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

14. Warranty

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

14.2 This warranty shall remain valid for⁵ hours of operation or 12 months after the Services or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for

15 months after the date of shipment from the place of loading whichever period concludes earlier. The Service provider shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Service provider, these guarantees are not attained in whole or in part, the Service provider shall at its discretion either:

- (a) make such changes, modifications, and/or additions to the Services or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC Clause 2;

- (b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be as specified in the Technical Specifications.⁶

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

14.4 Upon receipt of such notice, the Service provider shall, within the period of 3 days and with all reasonable speed, repair or replace the defective Services or parts thereof, free of cost at the ultimate destination. The Service provider shall take over the replaced parts/services at the time of their replacement. No claim whatsoever, shall lie on the Purchaser for the replaced parts/services thereafter. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period of 12 months.

14.5 If the Service provider, having been notified, fails to remedy the defect(s) within 7 days, the Purchaser may proceed to take such remedial action as may be necessary, at the Service provider's risk and expense and without prejudice to any other rights which the Purchaser may have against the Service provider under the Contract.

15. Payment

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

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

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

15.4 Payment shall be made in Indian Rupees.

16. Prices

16.1 Prices payable to the service provider as stated in the contract shall be firm during the performance of the contract.

17. Change Orders

17.1 The Purchaser may at any time, by written order given to the Service provider pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

- (a) NA;
- (b) NA;
- (c) NA
- (d) the Services to be provided by the Service provider.

17.2 NA

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

- 20.1 The Service provider 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 Service provider from any liability or obligation under the Contract. Sub-contracts shall be only for bought out items and sub-assemblies.
- 20.2 Subcontracts must comply with the provisions of GCC Clause 2.

21. Delays in the Service provider's Performance

- 21.1 Delivery of the Services and performance of the Services shall be made by the Service provider in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.
- 21.2 If at any time during performance of the Contract, the Service provider or its sub-contractor(s) should encounter conditions impeding timely delivery of the Services and performance of Services, the Service provider shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service provider's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Service provider's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 21.3 Except as provided under GCC Clause 24, a delay by the Service provider in the performance of its delivery obligations shall render the Service provider liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

22. Liquidated Damages

- 22.1 Subject to GCC Clause 24, if the Service provider fails to deliver any or all of the Services 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 0.1% of the Contract price of the delayed Services 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.

23. Termination for Default

- 23.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service provider, terminate the Contract in whole or part:
- (a) if the Service provider fails to deliver any or all of the Services 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 Service provider fails to perform any other obligation(s) under the Contract.
 - (c) If the Service provider, 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 any thing of value to influence the action of a public official in the procurement process or in contract execution.

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

- 23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services or

Services similar to those undelivered, and the Service provider shall be liable to the Purchaser for any excess costs for such similar Services or Services. However, the Service provider shall continue the performance of the Contract to the extent not terminated.

24. Force Majeure

- 24.1 Notwithstanding the provisions of GCC Clauses 21, 22, 23, the Service provider shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 24.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Service provider and not involving the Service provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 24.3 If a Force Majeure situation arises, the Service provider shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Service provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25. Termination for Insolvency

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

26. Termination for Convenience

- 26.1 The Purchaser, by written notice sent to the Service provider, 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 Service provider under the Contract is terminated, and the date upon which such termination becomes effective.
- 26.2 The Services that are complete and ready for shipment within 30 days after the Service provider's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Services, 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 Service provider an agreed amount for partially completed Services and for materials and parts previously procured by the Service provider.

27. Settlement of Disputes

- 27.1 The Purchaser and the service provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Service provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 27.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Services under the Contract.
- 27.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

- (a) the Purchaser shall pay the Service provider any monies due the Service provider.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 5,

- (a) the Service provider shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Service provider to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Service provider to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

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

30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

31. Notices

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

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

32. Taxes and Duties

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

SECTION IV: SPECIAL CONDITIONS OF CONTRACT **TABLE OF CLAUSES**

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SECTION IV: SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

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

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

- (a) The Purchaser is The Town Municipal Council Bailhongal
- (b) The Service provider is

2. **NA**

3. **NA**

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

The following services covered under Clause 12 shall be furnished and the cost shall be included in the contract price:

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

- (i) *On Successful Completion of Training and submission of all relevant report: Hundred Percent* of the contract price shall be paid within 60 days of submission of invoice

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

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

- (a) In case of Dispute or difference arising between the Purchaser and a domestic service provider 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 ¹²Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the Parties.
- (b) Arbitration proceedings shall be held at Bangalore Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (c) The decision of the of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

7. **Notices (Clause 31)**

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

Purchaser: The Chief Officer TMC Bailhongal

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

8. **NA**

9. **NA**

10. **Service provider Integrity:**

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

11. **Service provider's Obligations:**

The Service provider is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities.

The Service provider will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the Service provider's negligence. The Service provider will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.

The Service provider is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.

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

12. **NA**

SECTION V: Details of Services:

Sl No	Description of Services	No of Participants	Amount Put to Tender (In Rupees)	EMD (In Rs)
1	Conducting capacity building offline day training workshop/ program for Municipal Officers, Engineers & Sanitary staff on relevant areas of Swachh Bharath Mission as per National Capacity Building Framework for Garbage Free Cities published by MOHUA.(2025-26)	50	2.13	As per e procurment

SECTION: VI: NA

SECTION VII: QUALIFICATION CRITERIA

1. The tenderer shall be a Swachhata Knowledge Partner (SKPs) empanelled by MOHUA under National Capacity Building Framework for Garbage Free Cities, Dated: 08/12/2023 (**Bidder must submit a document in support to prove as empanelled SKP by MoHUA**)

Note: Any Proposals other than empanelled SKP will be rejected

SECTION VIII: TENDER FORM

Date :

IFT No :

TO:

Chief Officer
Town Municipal Council Bailhongal
Near Inchal Cross
Bailhongal-591102
Belgaum district
Karnataka.

Sir,

Having examined the Tender Documents including Addenda Nos. the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver the services specified in schedule of requirement in conformity with the said tender documents .

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

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

We agree to abide by this tender for the Tender validity period specified in Clause 12.1 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

We clarify/confirm that we comply with the eligibility requirements as per ITT Clause 1 of the tender documents.

Dated this day of . 2025

(signature)
(in the capacity of)

Duly authorized to sign Tender for and on behalf of

Town municipal council Bailhongal

SECTION X: CONTRACT FORM

THIS AGREEMENT made theday of....., 20..... Between **OFFICE OF THE CHIEF OFFICER, TOWN MUNICIPAL COUNCIL BAILHONGAL -591231 KARNATAKA STATE, STATE of INDIA** (hereinafter called “the Purchaser”) of the one part and

of.....City, India (hereinafter called “the Service provider”) of the other part :

WHEREAS the Purchaser is desirous that certain Services
(Brief Description of Services and Services) and has accepted a tender by the Service provider for the supply of those services and services in the sum of(Contract Price in Words and Figures) (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the Tenderer;
 - (b) the Schedule of Services;
 - (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 Service provider as hereinafter mentioned, the Service provider hereby covenants with the Purchaser to provide the services 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 Service provider in consideration of the provision of the services and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

SL. NO.	BRIEF DESCRIPTION OF SERVICES	No of Participants to be Trained	Amount per Participant	Total Amount
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TOTAL VALUE:

IN WITNESS where of 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 Service provider)
in the presence of:.....

SECTION XI. PERFORMANCE SECURITY FORM

To:
Chief Officer
Town Municipal Council Bailhongal
Mardimath Cross -
Bailhongal-591231
Belgaum district
Karnataka

WHEREAS..... (Name of Service provider)
hereinafter called "the Service provider" has undertaken , in pursuance of Contract No..... dated,..... 2025..... to
supply.....
.....
.....(Description of Services and Services) hereinafter
called "the Contract".

AND WHEREAS

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

AND WHEREAS we have agreed to give the Service provider a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Service provider, 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 Service provider 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.....2024.....

Signature and Seal of Guarantors

.....

.....

.....

Date.....2025....

Address:.....

.....

.....