

No. 5:MMG:2008

28.04.2008

Sirs,

Sub:- Sale of Butter or Ghee – Reg.

The Kerala Co-operative Milk Marketing Federation Ltd invites sealed tender for the sale of milk cream ex-dairy plants of the Regional Milk Unions affiliated to this Federation in Kerala.

Approximate quantity:

**Fresh Milk Cream: 3 to 5 MT per day during May to July 2008**

The tender form containing detailed terms and conditions are available to the registered firms free of cost from our Office during Office hours between 30.04.08 to 09.05.08 (up to 11AM) on request. The tender must be accompanied by a Demand Draft for an amount of Rs. 1,00,000/- (Rupees One lakh only) as EMD. The Demand Draft must be from nationalized bank drawn in favour of the Managing Director, KCMMF Ltd payable at Trivandrum. Tender without the EMD and necessary documents as per the terms and conditions will be rejected.

The tender should reach the office of the KCMMF on or before 13.30 hrs on 09.05.2008. The tender will be opened on the same day (09.05.2008) at 14.00 hrs after the closing time in the presence of the bidders who are present.

The Managing Director reserves the right to reject any or all the tenders without assigning any reason.

Thanking you,

Yours faithfully,

**MANAGING DIRECTOR.**

**TERMS & CONDITIONS  
FOR SALE OF CREAM/GHEE**

**FROM**

**THE MILMA DAIRIES IN KERALA**



**milma**

**KERALA CO-OPERATIVE MILK MARKETING  
FEDERATION LIMITED,**

**MILMA BHAVAN, PATTOM P.O., THIRUVANANTHAPURAM - 695 004.**

**KERALA CO-OPERATIVE MILK MARKETING FEDERATION LIMITED,  
Milma Bhavan, Pattom Palace P.O., Thiruvananthapuram - 695 004.  
Phones: 2555980 to 2555985, Fax: 0091 471 2555992, Email.milma@milma.com**

**TERMS & CONDITIONS FOR SALE OF MILK CREAM/GHEE**

This set of Bid Document is issued to

Name of the bidder :

Address of the Bidder :

This bid document is issued free of cost to the parties who had registered with KCMMF Ltd for the purchase of **Cream/Ghee** from the Milma dairies

Issued by

(Signature of the Issuing Officer)  
MANAGING DIRECTOR.

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No.5/MMG/2008

Dated 28.04.2008

**SHORT TERM TENDER NOTICE**

The Kerala Co-operative Milk Marketing Federation Ltd. invites sealed tender for the sale of **Cream** ex-dairy plants of the Regional Milk Unions affiliated to this Federation in Kerala (MRCMPU Ltd).

The tender form containing detailed terms and conditions are forwarded herewith to the registered firms free of cost. The tender must be accompanied by a Demand Draft for an amount of Rs.1,00,000/- (Rupees One Lakhs only) as EMD The Demand Draft must from nationalized bank drawn in favour of the Managing Director, KCMMF Ltd payable at Trivandrum. Tender without the EMD and necessary documents as per terms and conditions will be rejected.

**The tenders should reach the office of the KCMMF by 13.30 hrs on or before 09.05.2008. The tender will be opened on the same day at 14.00 hrs** after the closing time as far as possible in presence of the bidders who are present.

The Managing Director reserves the right to reject any or all the tenders without assigning any reason.

**MANAGING DIRECTOR**

**KERALA CO-OPERATIVE MILK MARKETING FEDERATION LIMITED,  
Milma Bhavan, Pattom Palace P.O., Thiruvananthapuram - 695 004.  
Phones: 2555980 to 2555985, Fax: 0091 471 2555992, Grams: KERAMILK**

**TERMS & CONDITIONS FOR SALE OF CREAM OR GHEE.**

1. Sealed quotations are invited from the registered parties, having sound financial capabilities for the sale of the **CREAM SEPERATED FROM MILK (FAT 70-72%)** during May to July 2008 for approximate quantity of 3-5 MT per day from the dairies of our Malabar Regional Milk Union.
2. The unit rate should be quoted **per Kg fat for Cream** Ex-our dairy plants in Kerala. The unit rate quoted should be exclusive of sales tax for Cream and should be written legibly without any erasion/ overwriting. The bidder shall quote the rate in figures and in words. Any corrections in the tender shall be initialed and attested by the authorized representative of the bidder. The rate offered shall be as per the conditions in the tender.
3. Bidder should submit tenders in sealed envelope with the following documents
  - a. Demand Draft for an amount of Rs.1,00,000/- (Rupees One Lakh only) from a Nationalized/ Scheduled Bank, drawn in the name of Managing Director, KCMMF Ltd Payable at Trivandrum towards EMD.
  - b. The Tender form **duly signed on all pages** indicating rates ex-our Dairy plants in Kerala (exclusive of taxes and duties) and details of EMD remitted in the Annexure1.
  - c. Declaration letter stating that all terms and conditions for the purchases stipulated by the Federation are acceptable to the bidder.
4. The envelope containing the tender shall be superscribed all the details such as bidder's name and address, tender enquiry number, product name, date and time of the opening etc.
5. If the documents mentioned in clause No. 3 are not accompanied and not in the proper form as mentioned in clause No. 4, such tender will be treated as invalid.
6. The E.M.D. of unsuccessful bidder will be released on acceptance of the order and upon execution of the agreement by the successful bidder.
7. **Opening of tender:** The bidder/s are at liberty to be present or authorize their representative in writing/to remain present for opening of tender envelope at the time and date specified on the tender form (ONE REPRESENTATIVE only).
8. **Security Deposit:** Successful bidder should remit a sum of Rs.1,00,000/- (Rupees One lakh only), by way of Demand Draft drawn in favour of Managing Director KCMMF Ltd Payable at Trivandrum within 3 days from the date of the order as security deposit. The EMD amount deposited can be adjusted towards part of security deposit on request.
9. The successful bidder should remit the full cost including taxes and levies as applicable of the material offered for disposal as per supply order by way of demand draft drawn on any Nationalised Bank/Scheduled Bank in favour of the Dairy Manager, of the supplier dairies as stipulated in the supply order.

10. The successful bidder should lift the entire material offered for sale within the time limit specified as per the supply schedule mentioned in the supply order.
11. In the case of sale of cream the contractor will have to enter into an agreement with our supplier dairies stipulating all the conditions. The format of agreement will be furnished by the supplier dairy/Union.
12. The contractor will have to verify and satisfy themselves the quality and quantity of the products at our dairy before lifting the material and any further claims will not be entertained in this regard. In case of Cream the test procedure adopted by our dairies will be final and it will be binding on the bidder. The Managing Director, KCMMF is not bound to entertain any complaint or to take any responsibility about the quality of Cream once lifted by the successful bidder. It will be the sole risk and responsibility of the successful bidder to dispose off the purchased Cream in any manner he desires. Any complaint arising on the sold materials as per this contract will be the sole responsibility of the purchaser.
13. The contractor will have to provide the required cans for filling the cream and the material will have to be removed from the dairy as per the instruction given by the Dairy Manager of the supply dairy on day to day basis.
14. The quantity indicated in the tender is only tentative and subject to availability.
15. The contractor shall have to make his own arrangements for loading and transport the Cream under disposal purchased by him from the place of storage within stipulated period prescribed in the supply order after accepting the offer by paying entire cost of the material along with all taxes as applicable. No time extension for lifting will be granted.
16. If the contractor fails to lift the materials as per supply order or any part thereof, the Managing Director, KCMMF at his option is entitled to recover liquidated damages from the Contractor as given below:
  - a)10% of the value of material per week or part thereof for the quantity not lifted.
  - b)to dispose the stock at the risk of the defaulting contractor who will be liable to pay the difference between the market price obtained and the price quoted by the defaulting contractor
  - c)to forfeit the EMD/security deposit remitted by the bidder/Contractor  
and
  - d)to cancel the offer
17. The date and time given for lifting of the materials shall be strictly adhered to and if the contractor fails to turn up at the appointed time and date, he shall have to bear the charges on account of any loss of time of the officials concerned, in addition to such other penalty as may be decided by the Managing Director, KCMMF and in such cases, the decision taken by the Managing Director, KCMMF shall be conclusive and final and the penalty of such amount shall be recovered from the security deposit or by any other means available with the Managing Director, KCMMF.
18. The Managing Director, KCMMF reserves the right to conduct negotiation in case the rates quoted is found to be at the lower side and the decision of the Managing Director KCMMF shall be final. After opening of quotation and negotiation, if the rates are still not acceptable to the Federation, Managing Director reserves the right to reject all the offers.

19. The successful bidder shall have to abide by the instructions given by the Managing Director or any of his representatives for execution of his contract.
20. The successful bidder should see that the dairy routine workings are not affected by any means while removing, loading and transporting the materials from the Dairy premises.
21. In case of dispute with regard to any of the terms and conditions of the tender and their fulfillment or otherwise the decision of the Managing Director, KCMMF shall be final and binding on the Contractor.
22. The losses and damages arising out of accident, fire etc to the materials under disposal, other machinery/equipment, building or part of the building during the execution of the contract, shall be recovered from the contractor and shall be at the discretionary power of the Managing Director, KCMMF and the same will be binding on the contractor.
23. The Managing Director, KCMMF will not accept any legal or financial responsibility arising out of accidents injuries etc. to the staff employed by the contractor for execution of the contract.
24. The Managing Director, KCMMF reserves the right to accept or to reject the highest or any other tender without assigning any reasons thereof and also to allot the Cream/Butter/Ghee to more than one bidder at a time, at his discretion.
25. The offers submitted by the bidder shall remain valid for acceptance for a period of 30 (Thirty) days from the date of opening and should remain firm for the entire contract period. If any bidder withdraws his offer before the expiry of validity period, the E.M.D. deposited by the bidder will be forfeited and the bidder will be black listed.
26. In case of dispute arising on the contract awarded the jurisdiction of the court will be at Trivandrum.
27. The validity of this offer will be 30 days from the date of issue of sale order.

**MANAGING DIRECTOR**

**ANNEXURE I**

**Item No.1 : Cream Separated from Milk**

Name of Dairy Plant	Qty. Offered For purchase per day	Unit rate to be quoted/Kg Fat (Inclusive of sales tax)
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MRCMPU Dairies  
Palakkad/Kannur/Kozhikode

Details of E.M.D. Submitted:

D.D. No. .... dated .....

Amount Rs. .... (Rupees ..... only)

Name of Bank ..... Branch.....

.....  
Signature & seal of the bidder:  
Name & Address

Place:

Date :