

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

**Milma Bhavan, Pattom P.O,**

**THIRUVANANTHAPURAM**

# TENDER

Containing General Conditions of Contract and Schedule for the supply of

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Name of Tenderer :

Address :

Signature of Tenderer :

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Note: 1) All pages of the tender containing the General conditions of the contract and Tender schedule on specification , quantity etc for the supply shall be signed by the Tenderer and submitted.

2) Samples to be submitted for the items quoted as per schedule.

3) EMD shall be by Demand Draft only.

4) Agreement on stamp paper dully filled in and signed shall be submitted along with tender.

**Last date and time for the receipt of Tender :**

**Last date and time for the opening of Tender :**

Signature of Tenderer with date

To

The Managing Director  
Kerala Co-operative Milk Marketing Federation Limited  
Thiruvananthapuram-695 004

Sir,

1. Please find enclosed the Tender with all the columns properly filled in
2. We hereby offer to supply the stores as specified in the schedule hereto of such quantity as specified by you in the acceptance of Tender, subject to any maximum limit we may have specified herein.
3. We hereby offer to supply the stores as specified in the schedule hereto at the price quoted herein and will hold it invariant throughout the Tender period. We agree and hereby certify that we shall not vary the same on any condition.
4. Our offer is open at least till ....., it shall be further open for a acceptance till .....
5. We shall be bound by a communication of acceptance despatched by you before ..... Immediately on receipt of this communication and within 10 days thereafter, we shall complete all the necessary formalities like executing the agreement form in stamp paper etc., and confirm supplies. We hereby expressly agree to indemnify KCMMF of all losses on our failure to do so including cost of retender if any, and additional cost of purchase of store in such retender and in the interregnum.
6. We hereby certify that we have thoroughly studied and understood the tender conditions, tender specifications and details of the goods required and fully understand the nature of the stores required and the quality/specifications of the same and that our offer to supply stores is strictly in accordance with these requirements.
7. We hereby expressly accept our liability and indemnify the KCMMF or its authorized agents for any losses, damages or inconvenience including loss of sales, good-will etc., caused by any deviation or non compliance on our plant with the specification and/or supply of goods, due to any variations in quality of the goods, deviations from specifications, departure from schedule of supplies, non supply or late supply or any other breach of contract.
8. We agree that the decision of the Managing director, KCMMF shall be final in any dispute regarding the terms and conditions of this tender.
9. We agree to sole arbitration by the Managing Director, Kerala Co-operative Milk Marketing Federation Limited.

10. We have expressly stated all other conditions of our supply in the sheet/sheets attached hereto.

Place:

Date :

Signature of Tenderer  
(or authorized personnel of the firm)

Name,  
Designation and Address of Tenderer

Signature of witness  
Full name and address of witness

( Tenderer should fill in all columns in the tender document and should not leave any column blank, which will result in the rejection of the tender )

Signature of Tenderer with date

SCHEDULE "A" TO TENDER

**Particulars of the Tenderer**

**Annexure to Tender No: KCMMF : PUR:DC :T:**

1.	Registered Name and address of Tenderer :
2.	Address for all communications with regard to this Tender (Give full Postal Address)
3.	Telephone :
	4. Fax :
5.	E-mail :
6.	Name/s of persons who are to be Contacted regarding this Tender (Please give the designations and Telephone numbers also)
7.	Is the Tenderer (Mark against what is applicable)
	a. A Jointstock Company registered under Companies Act
	b. A Partnership firm Registered under the Indian Partnership Act, 1932
	c. A Single Trader or Stockist
	d. A is-registered Firm *
8.	Registration No. and details as applicable
9.	Is the Tenderer a Small scale Industry (If so, please give details including Registration details and enclose a copy of the Registration Certificate with the Tender)
Signature with date of Witness	
Signature (with date) of Tenderer	

NOTE: (\*) Please enclose complete list of partners with addresses and other particulars along with attested copies of the Partnership deed.

Signature of Tenderer with date

SCHEDULE "B" TO TENDER

DETAILS OF ITEMS TENDERED FOR

Annexure to Tender No.

1. Is the Tenderer (Please mark against what is applicable)	a. Manufacturer of the goods tendered for	b. Sole agent or manufacturer	c. Stock list of a single manufacturer	d. General Trader and Stock Holder of similar goods	
2. If the Tenderer is the Manufacturer or the stockist of a Single Manufacturer	(a)	The location of the factory and its complete postal address.			
	(b)	Brand Name of the product, if any			
3. If the Tenderer is a General Trader in the goods, the source or sources of supply and brand names					
4. If the Tenderer is a General Trader in the goods, does he Guarantee the quality of the goods. (Please score out what is not applicable)	4.1 If yes how does does he test the same. Please score out what is not applicable Attach details if necessary to the tender documents		a.Has own Labo- ratory	b. Has access to adequate Laboratory facilities	c Has Systems to ensure Quality from the Manu - facturer
<b>Yes/NO</b>					
5. Does the Tender carryout any modification, addition or variation on the goods after despatch from manufacturing factory like for eg. Repacking. If so, please give details. (Attach extra sheets if need be)					
6. Have samples been submitted (Please score out what is not applicable)	Yes/No.	7. Have the goods been certified under any standards (Please give details)			
8.Details of packing: (Please enclose details if need be)					

Signature with date of Witness

Signature (with date) of Tenderer

SCHEDULE "C" TO TENDER

Time & Date of opening Tender:

Ref No.

The tender shall remain open for acceptance till:  
(Date of validity of prices for placement of rate contract)

Sl.No.	Item No. as per Tender	Item description	Prices FOR as per the clauses of Tender	Manufacturer or Trader	Specifications as per tender or details separately attached
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Signature of Witness with date

Signature of Tenderer (with date)

SCHEDULE "D" TO TENDER

CONDITIONS REGARDING PAYMENT, QUANTITY AND DELIVERY

Annexure to Tender No: KCMMF:PUR:DC:T:

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1. Is the Tenderer willing to accept 80% of the value of goods on receipt of the goods and the rest 20% to be released after expiry of 30 days from the date of despatch and satisfaction of quality of goods delivered.

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2. Quantity tendered for

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3. Conditions if any on supply, (Please state all conditions, if any, on rates of supply, lead time required from order to supply etc.)

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Signature of Witness with date

Signature of Tenderer with date

## **GENERAL CONDITIONS**

General Conditions pertaining to Sealed Tenders invited for the supply of the materials as specified in the Schedule attached:

1. The tender should be addressed to the Managing Director in a sealed cover superscribing the Tender number, due date and **"tender for supply of .....** (Item tendered)
2. The Tender should be in the prescribed form. Tenders which are not in the prescribed form will be rejected. The rates quoted should be only in Indian currency. Tender rates in any other currency will be rejected.
3. Intending Tenderers should send their Tenders so as to reach the Managing Director on or before the due date and time. No Tender received after the specified time would be accepted on any account. The rates would be considered firm for acceptance till the date mentioned. Tenders not stipulating the period of firmness and Tenders with price variation clause and/or 'subject to prior sale' condition shall be rejected.
- 4.(a) A Tenderer should along with his Tender, submit an Earnest Money Deposit as per schedule. The amount may be paid by Demand Draft (crossed) drawn in favour of the Managing Director, Kerala co op Milk marketing federation Lt, payable at Thiruvananthapuram. **Cheques will not be accepted.** The earnest money of the unsuccessful Tenderers will be returned as far as possible within 90 days after the Tenders are settled, but that of the successful Tenderers will be adjusted towards the security for the satisfactory fulfillment of the contract. No interest will be paid for the earnest money so deposited.
5. The Tenders will be opened on the appointed day and time in the office of the Managing Director, in the presence of such of those Tenderers or their nominees, who may be present at that time.
6. If any Tenderer withdraws from his Tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money deposited by him will be forfeited to the Federation and further actions as found necessary will be initiated against the Tenderer by the Federation .
7. Tenderers shall invariably specify in their Tenders the delivery conditions including the time required for the supply of articles tendered for.
- 8.(a) The Tenders shall clearly specify whether the articles offered bear The Bureau Of Indian Standards Certification Mark (ISI) or not. In such cases, they shall produce copies of the Certification mark along with their Tender in support of it. The items with ISI Mark shall be preferred in case the price quoted is competitive and comparable. In case of materials such as LPDE film used for Milk pouches, pet jars for ghee packing etc., the manufacturer should also attach certificate from competent authority to prove that the materials are of food grade.

Signature of Tenderer with date

9. The final acceptance of the Tenders rests entirely with the Federation who do not bind themselves to accept the lowest or any Tender. But the Tenderers on their part should be prepared to carry out such portion of the supplies included in their Tenders as may be allotted to them.

10.(a) In the case of materials of technical nature, the successful Tenderers should be prepared to guarantee satisfactory performance for a definite period.

(b) The Tenderers shall guarantee to repair/replace without any extra cost the items or parts thereof if found defective due to bad design, workmanship or sub-standard material within reasonable time after being put into use at the request of the Federation. The Tenderers shall also undertake to bear the costs incurred on the repair/replacing, loading/unloading charges, insurance, transportation etc. However, the guarantee does not cover any damages resulting from normal wear and tear or any improper attendance or mishandling of the material during repairs by personnel other than the supplier or his authorized representative.

(c) Due consideration shall be given to the prospective Tenderers who possess adequate and sound technical competency, adequate capacity to meet the purchasers requirement and their after-sales service facilities in India, while evaluating the Tender.

11. Communication of acceptance of the Tender normally constitutes a concluded contract. Nevertheless the successful Tenderers shall also execute an agreement for the due fulfillment of the contract, within the period to be specified in the letter of acceptance. The contractor shall have to pay all stamp duty, lawyer's charge and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified will entail the penalties set out in Para 12 below.

12.(a) If the successful Tenderer fail to execute the agreement as stated above, the earnest money deposited by him will be forfeited to the Federation and the contract arranged elsewhere at the defaulter's risk and any loss incurred by the Federation on account of the purchase will be recovered from the defaulter who will, however, not be entitled to any gain accruing thereby.

(b) The equipment/material shall be subject to inspection and acceptance or rejection by the Managing Director or such other person as the Managing Director shall from time to time name and appoint for the purpose (the said person to be named and appointed being hereinafter referred to as the "INSPECTION OFFICER").

Signature of Tenderer with date

(c) The equipment/material supplied by the Contractor which in the opinion of the Managing Director or the Inspection Officer are not in order, inferior in quality or description or not in accordance with the quantities or specification as have been prescribed in that behalf or otherwise faulty unfit for use, shall be rejected in whole or part by the Managing Director or the Inspection Officer.

(d) The equipment/material so rejected shall be removed by and at the expense of the contractor within 15 days after notice shall have been given to him of the rejection. If no action is taken to remove the rejected equipment/material so, the Managing Director may cause the equipment/material to be removed and dispose off in the manner he may deem fit and recover from the contractor the expenses incurred for such removal and disposal.

(e) In case where a successful Tenderers after having made partial supplies fails to fulfill the contract in full, all or any of the materials not supplied may at the discretion of the Federation be purchased by means of another Tender/Quotation or by negotiation or from the next higher Tenderer who had offered to supply and the loss, if any, caused to the Federation shall thereby together with such sums as may be fixed by the Federation towards damages be recovered from the defaulting Tenderer.

(f) Even in cases where no alternate purchases are arranged for the materials not supplied, the proportionate portion of the security deposit based on the cost of the materials not supplied, at the rate shown in the Tender of the defaulter shall be forfeited and balance alone shall be refunded.

13. The security deposit shall, subject to the conditions specified herein, be returned to the contractor within three months after the expiry of the contract but in the event of any dispute arising between the Federation and the Contractor, the Federation shall be entitled to deduct out of the deposits or the balance thereof, until such dispute is determined the amount of such damages, costs, charges and expenses as may be claimed. The same may also be deducted from any other sum which may be due at any time from the Federation to the Contractor. In all cases where there are guarantee for the goods supplied the security deposit will be released only after the expiry of the guarantee period.

14. All payments to the contractors will be made by the Federation/Reg.Unions in due course by cheques.

15. The Tenderers shall quote also the percentage of rebate (discount) offered by them in case of prompt payment or advance payment. Advance payment will be admissible only against a Bank guarantee.

16. Ordinarily payments will be made only after the supplies are actually verified and taken to stock. Bank charges incurred in connection with payment against documents through Bank will be to the account of the contractor. The supplier will produce stamped pre-receipted invoices in all cases where payments (advance/final) for release of railway receipts/shipping documents are made through Banks. In exceptional cases where the stamped receipts of the Firms are not received for the payments (in advance) the unstamped receipts of the Bank (i.e. Counterfoils of pay-in-slips issued by the Bank) alone may be accepted as a valid proof for the payment made.

Signature of Tenderer with date

17. The contractor shall not assign or make over the contract or the benefits or burdens thereof to any other persons or body corporate. The contractor shall not underlet or sub-let to any person or persons or body corporate the execution of the contract or any part thereof without the consent in writing of the Federation who shall have absolute power to refuse such consent or to rescind such consent (if given) at any time if the Federation is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the contractor/ the sub-contractor upon such rescission, provided always that if such consent be given at any time, the contractor shall not be relieved from any obligation, duty or responsibility under the contract.
18. In case the contractor becomes insolvent or goes into liquidation, or makes or proposes to make any assignment for the benefit of his creditors for the settlement of his debts or carries on his business or the contract under inspection on behalf of his creditors or in case any receiving order or orders for the administration of his estate are made against him, or in case the contractor shall commit any act of insolvency or in case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to damages amounting to the whole of his security deposits, the contract shall thereupon, after notice given by the Federation to the contractor, be determined and the Federation may complete the contract therefore committed by the contractor. All expenses and damages caused to the Federation by any breach of contract by the contractor shall be paid by him to the Federation and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.
- 19.(a) In case the contractor fails to supply and deliver any of the said articles and things within the time provided for delivery of the same, or in case the contractor commits any breach of any of the covenants, stipulations and agreements herein contains, and on his part to be observed and performed, then and in any such case it shall be lawful for the Federation (if they shall think fit to do so) to arrange for the purchase of the said articles and things from elsewhere or on behalf of the Federation by an order in writing put an end to this contract and in case the Federation shall have incurred, sustained or been put to any costs, damages or expenses by reason of such purchase or by reason of this contract having been so put an end to or in case any difference in price, compensation, loss, costs, damages, expenses or other moneys shall then or any time during the continuance of this contract be payable by the contractor to the Federation under any virtue of this contract, it shall be lawful for the Federation from and out of any moneys for the time being payable or owing to the contractor the Federation all such costs, damages, and expenses they may have sustained, incurred or been put to by reason of the purchase made elsewhere or by reason of this contract having been so put an end to as aforesaid and also all such difference in price, compensation, loss, costs, damages, payable by the contractor aforesaid.
- (b) In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be instituted in the Court at the Head quarters of the Federation i.e Thiruvananthapuram.

Signature of Tenderer with date

20. Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Federation or any other person authorized by the Federation and set off against any claim of the Federation for the payment of a sum of money arising out of or under any other contract made by the Contractor with the Federation. Any sum of money due and payable to the successful Tenderer or contractor from the Federation shall be adjusted against any sum of money due to the Federation from him under any other contracts.
21. Every notice hereby required or authorized or be given may either be given to the contractor personally or left at his residence or last known place of abode or business, or may be handed over to his agent personally, or may be addressed to the contractor by post at his usual or last known place of abode or business and if so addressed and posted, shall be deemed to have been served on the date on which, in the ordinary course a letter so addressed and posted would reach his place of abode or business.
22. (a) The Tenderer shall undertake to supply materials according to the standard sample and/or specifications.  
(b) Quantity of item required is indicated in the attached list. However, the quantities thus indicated shall be increased or decreased at the sole discretion of the Federation and if such changes are made it would not have any bearing on the rates quoted by the Tenderer.  
(c) The Tenderers may quote legibly and clearly the mode of transport they propose to choose for the despatch of the tendered items and it shall be the responsibility of the Tenderers to despatch material by any mode of transport that will be stipulated by the Federation in the firm purchase order. The items offered must be securely packed in transit-worthy packing/case/containers to withstand rough handling and all transit hazards en route.
23. No representation for enhancement of rates once accepted will be considered
24. Any attempt on the part of the Tenderers or their agents to influence the Federation in any manner in their favour will disqualify the Tenderers.
25. Tenderers should be prepared to accept orders subject to the penalty clause for forfeiture of security/EMD in the event of default in supplied or failure to supply within the stipulated period.
26. Samples should be forwarded if called for and unapproved samples got back by the Tenderers at their own cost. Samples sent by V.P. Post of 'freight to pay' will not be accepted. The approved samples may or may not be returned at the discretion of the undersigned. Samples sent by post, courier or rail should be so despatched as to reach the Federation not later than the date on which the Tenders are due. In the case of samples sent by railway the receipt should be sent separately and not along with the Tender. Samples when forwarded should be accompanied by a list of them with each item bearing the corresponding number in the Tender Schedule. The Federation will not be responsible for any sample found missing. Samples received late will not be considered. Tenders for the supply of materials are liable to be rejected unless samples, if called for, are forwarded.
27. Telegraphic/fax quotations will not be considered.

Signature of Tenderer with date

28.(a) The prices quoted should be inclusive of all taxes, duties, cesses, etc., which are or may become payable by the contractor under existing or future laws or rules of the country of origin/supply or delivery during the course of execution of the contract.

(b) The price quoted should be on F.O.R. Destination basis and the supplies will have to be effected anywhere in Kerala as indicated in the firm order. The price should be inclusive of taxes, duties, packaging and forwarding charges, freight and insurance on warehouse to warehouse basis. However, the basic cost and the additional payments so indicated may be mentioned separately. The price thus quoted shall be firm, irrevocable and free from all escalations for a period of 12 months from the date of finalization of the letter of indent. The Tenderer should also clearly indicate the percentage of rebate/discount applicable on individual items separately in case orders are placed for bulk quantities.

29.The Tenderers will invariably furnish the following certificates with their bills for payment:

" Certified that the goods on which sales-tax has been charged have not been exempted under the Central Sales Tax Act or the State Sales Tax Act or the Rules made thereunder and the charges on account of sales tax on these goods are correct under the provisions of the relevant Act or the rules made thereunder. Certified further that we (or our Branch or Agent)

(Address)

are registered as dealers in the State of .....  
.....under Registration No.....  
..... for the purposes of sales tax."

30.Final payments will be made only on production by the Tenderers of the tax clearance certificates relating to agricultural income-tax, sales tax, and income tax.

Signature of Tenderer with date

- 31.The terms and conditions mutually agreed upon shall be subject to Force Majeure Clause. Neither the supplier nor purchaser shall be considered in default in performance of its obligations if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, storm, flood, earth-quake or because of any law/order, proclamation, regulation, or Ordinance of any Government or any Act of God or of any other clause whether or similar or dis-similar nature beyond the reasonable control of the party affected. Should one or both the parties be prevented from fulfilling his/their con-actual obligation by a State or Force Majeure lasting continuously for a period of six months, the two parties should consult with each other regarding the future implementation of the Agreement.
- 32.Special conditions, if any, of the Tenderers attached with the Tender will not be applicable to the contract unless they are expressly accepted in writing by the Federation.
- 33 In case of any dispute, the Registrar of Co-operative Societies of Kerala State shall be the sole arbitrator as per the provisions of Kerala Co-operative Societies Act 1969.
- 34.The Tenderer should send along with his Tender an agreement executed and signed in a non judicial stamp paper worth Rs.100/-(Rupees hundred only). A specimen form of agreement is given as annexure to this Tender. Tenders without the agreement in stamped paper will be rejected out-right.

Managing Director  
KCMMF Ltd.

Signature of Tenderer with date

Superscription Tender No.....KCMMF:PUR:DC:T:2010-2011

for.....

Due date and time for receipt of Tender :

Date upto which the rates are to be firm :

Address at which Tenders are to be returned : MANAGING DIRECTOR  
KCMMF LTD  
MILMA BHAVAN, PATTOM P O,  
Thiruvananthapuram – 695 014

#### SCHEDULE

Sl.No.	Specifications	Quantity	Unit	Rate Rs. Ps	Total Rs. Ps.	Remarks
1	2	3	4	5	6	7

Whether samples essential: YES  
Period within which goods should be delivered: As per Purchase Orders from dairies.  
Rates should be quoted for delivery F.O.R : Dairies in Kerala.(Details attached)  
Other Special Conditions :

Signature of Tenderer with date

ANNEXURE

AGREEMENT

(To be executed in a non judicial stamp paper of Rs.100/- (Rupees One Hundred only))

ARTICLES of agreement executed on this the .....day of..... One thousand nine hundred and ninety .....between the Kerala Co-operative Milk Marketing Federation Limited. (hereinafter referred to as "the Federation") on the one part and ..... (Name and address of the Tenderer) hereinafter referred to as "the Bounden") of the other part.

WHEREAS in response to the Notice of Advertisement No..... dated..... the Bounden has submitted to the Federation Tender for the ..... specified therein subject to the terms and conditions contained in the said Tender.

WHEREAS the Bounden has also deposited with the Federation 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 Federation.

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

1. In case the Tender submitted by the Bounden is accepted by the Federation and the contract for ..... is awarded to the Bounden, the Bounden shall within ..... days of acceptance of his Tender execute an agreement with the Federation incorporating all the terms and conditions under which the Federation accepts his tender.
2. In case the Bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the Federation shall have power and authority to recover from the Bounden any loss or damages caused to the Federation by appropriating the earnest money deposited by the Bounden and if the earnest money is found to be inadequate the deficit amount may be recovered from the Bounden and his properties movable and immovable in the manner hereinafter contained.

Signature of Tenderer with date

3.All sums found due to the Federation under or by virtue of this agreement shall be recoverable from the Bounden.

In witness thereof Shri. .... (Name & Designation) for and on behalf of the Federation and Shri..... the Bounden have hereunto set their hands the day and year shown against their respective signatures.

**Signed by the Bounden**

**Shri.** .....(date)

In the presence of witness: .....

1.Name & Address.....Signature.....

2.Name & Address.....Signature.....

**Signed on behalf of the Federation by**

**Shri.** .....(date)

In the presence of witness: .....

1.....

2.....

