

KERALA CO-OPERATIVE MILK MARKETING FEDERATION LIMITED
MILMA BHAVAN, PATTOM P.O., TRIVANDRUM-695004

KCMMF:HO:PUR:131:2025

24.04.2025

TENDER NOTICE FOR DAIRY CONSUMABLES

Bids are invited through e-tender (www.etenders.kerala.gov.in) from bonafide manufacturers for supply of following items required for use at our various Dairies for the year 2025-26. e-tender Help Desk No - 0471-2577088, 0471-2577188.

The supply of items listed below would be on annual rate contract basis.

Low-Density Polyethylene (LDPE) / Linear Low-Density Polyethylene (LLDPE) Film (Co-extruded) with Central Impression Flexographic Printing for thicknesses of 53±2 microns, 58±2 microns, 60±2 microns, 63±2 microns, and 110±2 microns.

Last date and time of submission : **20.05.2025 up to 2 PM.**
of Bids (through e-tender)

Date of opening of Bids (e-tender) : **After 24 hrs from the time and date of closure of tender. Price bid will be opened only after verification of technical bid and and testing of sample submitted.**

1. The tenderer must have prior experience supplying LDPE milk film to reputed cooperative dairies. The film manufacturing plant must feature an automatic thickness control mechanism to minimize variation, utilize the latest technology, and maintain high hygiene standards, including fly-proofing facilities. An in-house laboratory with film testing equipment is mandatory. The bidder must provide, upon request, detailed documentation of plant & machinery, facilities, and past supply records. Bids must be submitted in the name of the registered/approved plant from which supply will be arranged, and KCMMF reserves the right to inspect the manufacturing unit for verification. Sufficient samples of quoted items must reach our office by 12.05.2025; failure to submit samples, tender fee, or EMD will result in rejection

Annual Requirement for LDPE/LLDPE Film Types and Specifications

Sl. No.	Item	Quantity	Colours	Remarks
1	Milk Sachet Film 53±2 microns Five-layer co-extruded film with high quality CI Flexo printing. Opacity: 55-60%	1892 MT (Approx.)	Up to 3/5 colour job as per approved artwork	Film weight with core: 20-25 kg for easy loading. Jumbo rolls of 60-80 kg to be supplied as per requirement.
2	Milk Sachet Film 58±2 microns Five-layer co-extruded film with high quality CI Flexo printing. Opacity: 55-60%	1263 MT (Approx.)	Up to 3/5 colour job as per approved artwork	Film weight with core: 20-25 kg for easy loading. Jumbo rolls of 60-80 kg to be supplied as per requirement.
3	Milk Sachet Film 60±2 microns Five-layer co-extruded film with high quality CI Flexo printing.	106 MT (Approx.)	Up to 5 colour job as per approved artwork	Film weight with core: 20-25 kg for easy loading. Jumbo rolls of 60-80 kg to be supplied as per requirement.

Sl. No.	Item	Quantity	Colours	Remarks
	Opacity: 55–60%			
4	Curd Sachet Film 63±2 microns Five-layer co-extruded film with high quality CI Flexo printing. Opacity: 80%	313 MT (Approx.)	Up to 5 colour job as per approved artwork	Film weight with core: 20–25 kg for easy loading. Jumbo rolls of 60–80 kg to be supplied as per requirement.
5	Curd Sachet Film 110±2 microns Five-layer co-extruded film with high quality CI Flexo printing. Opacity: 80%	10 MT	Up to 5 colour job as per approved artwork	Film weight with core: 20–25 kg for easy loading. Jumbo rolls of 60–80 kg to be supplied as per requirement.

2. Specification for Polyethylene Film for Milk/Curd Packing

Material: Five-layer co-extruded white pigmented polyethylene blown film, manufactured from virgin LDPE and LLDPE in a 1:1 ratio, conforming to food-grade quality as per IS 10146 : 1982 . Pigments may be used at range from 2% to 4% to achieve the required opacity shall comply with IS 9833. The film shall be produced under hygienic and controlled conditions and be free from dust, dirt, extraneous matter, pinholes, cuts, wrinkles, holes, tears, blisters, static charge, odors, and printing-related defects. It must ensure flawless operation on both high-speed (80–100 packets/minute) and low-speed (<50 packets/minute) filling lines, with the per kg yield as specified below.

Film Thickness (Microns)	Film Width (mm)	Packet Length (mm)	Yield (Packets per kg Film)
53	325	150	405 ± 5 packets of 500 ml / 500 gm
53	325	153	397± 5 packets of 520 ml
53	325	155	392 ± 5 packets of 525 ml / 525 gm
58	325	150	375± 5 packets of 500 ml / 500 gm
58	325	153	368± 5 packets of 520 ml
58	325	155	364 ± 5 packets of 525 ml / 525 gm
60	325	240	220 ± 5 packets of 1000 ml
63	325	150	345 ± 5 packets of 500 ml / 500 gm
63	325	155	335 ± 5 packets of 525 ml / 525 gm
63	325	240	205 ± 5 packets of 1000 ml
110	590	405	40 ± 3 packets of 5 kg

3. Opacity: Suppliers shall strictly adhere to the following material composition standards for LDPE films:

a) The base polymer blend shall consist of **50% Reliance 1005FY20** and **50% Reliance O19010**, with no deviations permitted unless explicitly approved by the Quality Assurance Department. To meet the required opacity levels, suppliers may incorporate a white masterbatch containing **60–75% pure titanium dioxide (TiO₂)**, with a recommended loading of **2–3%**. The exact formulation may be adjusted within this range to achieve the specified opacity levels, defined as optical density (OD): **55–60% OD for milk sachets** (53 μ , 58 μ , 60 μ) and **80% OD for curd sachets** (63 μ , 110 μ).

b) It is the supplier's responsibility to ensure that the selected masterbatch does not compromise other critical quality parameters, particularly **overall migration limits**, which must remain within **≤ 10 mg/dm²** as per **IS 9845:2020**. Substitution of the specified Reliance polymer grades or use of unauthorized additives shall not be permitted.

c) The Quality Assurance Department reserves the right to conduct random inspections and laboratory testing to verify compliance. **Bids failing to meet the above specifications shall be summarily rejected.**

4. Printing Quality : Central Impression (CI) Flexographic Printing shall be the exclusively permitted printing method for all LDPE/LLDPE film packaging. Gravure printing (Rotogravure) is strictly prohibited to eliminate the risk of contamination from toluene-based inks, ensuring compliance with food safety regulations. All printing shall be carried out using food-grade nitrocellulose (NC-based) inks with a solvent blend comprising 80% N-Propanol (NPA) and 20% N-Propyl Acetate (NPAC). The printed output must be neat, clean, and entirely free from defects such as smudging, streaking, misregistration, or misalignment. The print quality shall comply with the relevant provisions of IS 15495:2004, IS 9833:2018, and the applicable guidelines under the Food Safety and Standards (Packaging) Regulations, 2018, as well as the earlier PFA Rules. To validate compliance, suppliers must submit Safety Data Sheets (SDS) for the inks used, certificates specifying solvent composition, and pre-production printed samples for approval by the purchaser. Suppliers are solely responsible for maintaining safe, consistent, and regulation-compliant printing quality across all packaging films. Additionally, suppliers shall bear the full cost of the initial CI Flexographic printing plates. For any subsequent artwork changes requested by Milma, cylinder-making charges shall be applicable.

5. Finish: The film shall be uniform in texture and finish. It shall be free from pinholes, streaks, and particles of foreign matter—organic or inorganic—as well as gauge variation bands and un-dispersed raw materials. The film shall not have any visible defects such as holes, tears, or blisters and shall show no impression of handling on its surface. The surface must be even and wrinkle-free. From a food safety perspective, the film shall be free from any odour, smell, dust, foreign matter, insects, or contaminants. Its intended use shall be exclusively for the hygienic packaging of milk.

6. Winding, Film Form, and Packaging:

a) Core Specifications: The film shall be wound on **strong, properly compressed paper cores** (or plastic, if specified) with a **smooth surface**, free from any sharp edges or deformities. Each core shall bear the **manufacturer's identification mark**, either **stamped or printed**.

- **Core Diameter:** 70 mm (\pm tolerance as per standard)
- **Average Weight of 25 Cores (Max):** 600 grams

b) Winding Quality : The film shall be **wound uniformly** on the core, under **proper and consistent tension**, ensuring a **trimmed edge**. There shall be **no telescoping** of layers or deformation. The winding must ensure ease of mounting and smooth operation in the packaging machine.

c) Roll Weight and Type:

- Each **standard roll**, including the core, shall weigh **not more than 25 kg**.
- If any of our Dairies require lighter rolls due to operational constraints, rolls weighing **not less than 20 kg** may be supplied.
- **Jumbo rolls** weighing between **60–80 kg** (including the core) shall also be supplied on request.

d) Packaging and Labeling:

- **Primary Packaging:** Each roll shall be **wrapped in polyethylene film** to protect from dust and contaminants.
- **Secondary Packaging:** Rolls shall be packed in **corrugated boxes or woven sacks**, with the following **label information** clearly printed:
 - Manufacturer's name and recognized trademark (if any)
 - Width and mass of the roll
 - Thickness of the sheet
 - Batch number and date of manufacture

7. Dispatch Conditions: All rolls shall be dispatched in **clean, covered vehicles**, free from **dust, insects, or any objectionable odour**, ensuring hygienic transit in accordance with **food safety norms**.

8. Odour: The film shall be free from any extraneous odour or smell. All batches of film shall be tested for the presence of odour before acceptance by the plant. The material shall also be free from any contaminants or insect infestation.

9. Certificate and Documentation: The granules used for film manufacture shall be virgin, food-grade, and non-toxic. A certificate shall be furnished by the manufacturer with each consignment confirming that the granules used are of virgin quality and meet food-grade specifications. A Certificate of Analysis (COA) shall be provided for every lot supplied. In addition, a food-grade certificate issued by a NABL-accredited laboratory shall be submitted

every six months to validate the continued compliance of the raw materials and finished film with food contact safety standards.

10. Storage Conditions: The packaging film will be stored at the purchaser's end in a cool area (normal room temperature), dry environment with relative humidity below 60%, on pallets away from direct sunlight, water, dust, and insects. The material will be remaining wrapped until it is taken up for use, and the First-In-First-Out (FIFO) system will be followed during storage. Under these conditions, the film is expected to retain its specified properties for a **shelf life of 12 months** from the date of manufacture, which the supplier is required to ensure and guarantee.

11. QUALITY TESTS

The samples submitted by the bidders shall be evaluated at a NABL-accredited Government testing institutions for verification of the specified technical parameters. The **test results issued by the authorized laboratory shall form the basis for acceptance or rejection** of the bids. Only those samples that conform to all the required technical parameters shall be considered for further evaluation. A **non-refundable testing fee of ₹15,000/-** shall be borne by the bidder and must be submitted **by way of Demand Draft (DD) along with the sample**. Samples submitted without the prescribed fee shall be deemed invalid and will not be taken up for technical scrutiny.

Sl. No.	Parameter	Test Standard		Milk Sachet Film (58 Microns)
		Preferred Primary Standard	Alternate Standard if required	
1	Thickness	ASTM D 6988-21	IS 11805:2024	58 ± 2 µm
2	Width	ASTM D1593-22	IS 11805:2024	325 ± 1 mm
3	Dart Impact Strength (Height 66 cm) (4g/µm)	ASTM D1709-24	IS 11805:2024	232 gf (±7.0 gf)
4	Tensile Strength (Machine Direction)	ASTM D882	IS 11805:2024	245 ± 3% kgf/cm ²
5	Tensile Strength (Transverse Direction)	ASTM D882	IS 11805:2024	230 ± 3% kgf/cm ²
6	Elongation at Break (Machine Direction)	ASTM D882	IS 11805:2024	515 ± 3%
7	Elongation at Break (Transverse Direction)	ASTM D882	IS 11805:2024	645 ± 3%
8	Leak Test	ASTM D3078-02	IS 11805:2024	Should Pass
9	Drop Test	ASTM D5276	IS 11805:2024	Should Pass
10	Printing Ink Test	ASTM D3359	IS 11805:2024	Should Pass
11	Opacity	ASTM D1746	IS 2508	55-60 % OD
12	Overall Migration (n-heptane, 38°C, 30 min & Distilled Water, 40°C, 10 days))	ASTM D4754	IS 9845:1998	≤10 mg/dm ²

12. Colour Coding Guidelines

1. **All variants** (milk & curd) will use **Pantone colours as per approved KCMMF artwork.**
2. **No. of colours per variant** remains as specified, but final shades subject to KCMMF approval.
3. **Black (Pantone Black K)** is mandatory across all packaging.

Grouped Summary (For Reference Only)

(Final execution depends on KCMMF-provided artwork)

Variants with 3 Colours

Sl. No	Variant	Pantone Colours
1	Homogenized Toned Milk Prime 500ml	280C, 299C, Black K
2	TM Choice 500ml	7461C, 299C, Black K

Variants with 4 Colours

Sl. No	Variant	Pantone Colours
1	D Toned Milk Smart 500ml	137C, 116C, 299C, Black K
2	Homogenized Toned Milk Pride 520ml	Orange 021C, 1375C, 299C, Black K
3	Homogenized Toned Milk Prime 525ml	Violet C, 7441C, 299C, Black K
4	SM Rich 500ml	347C, 7488C, 299C, Black K
5	Skimmed Milk Classic Curd 525g	485C, 375C, 356C, Black K
6	Classic Curd 5 Kg	375C, 356C, 485C, Black K
7	Milma SM Rich 1000ml	347C, 7488C, Process Blue C, Black K
8	Milma FCM Royal 1000ml	CMYK, Process Blue C, Black K

Variants with 5 Colours

Sl. No	Variant	Pantone Colours
8	DTM Slim Curd 500g	485C, 2607C, 356C, 265C, Black K
9	TM Elite Curd 500g	485C, 306C, 356C, Dark Blue C, Black K
10	Cow Milk 500ml	CMYK

Key Compliance Notes:

1. **All Pantone references are tentative until KCMMF artwork approval.**
2. **Do not proceed with printing without final approved artwork.**
3. **CMYK variants (like Cow Milk 500ml) require separate KCMMF approval.**

13. Samples: The tenderer must submit the following samples as per the specifications outlined:

- One plain roll without printing of 53+/-2, 58+/-2, 60+/-2, 63+/-2, and 110+/-2 microns.
- 15 meters of printed samples of any artwork on 58+/-2 microns film.

These samples must be submitted to **The Manager (Purchase)** at **KCMMF Head Office, Milma Bhavan, Pattom Palace P.O., Thiruvananthapuram - 695004** on or before **20.05.2025**. **Tenders submitted without the required samples will be summarily rejected.**

The Federation will not be liable for any costs associated with the submission of samples.

14. Food Grade Certificate:

A Food Grade Certificate from an NABL-accredited laboratory shall be made available for the film if requested by the unit. This certificate shall be provided once every six months.

15. Migration Test:

The bidder(s) awarded the contract for the first lot of supply shall provide the migration test results for the film. The migration test results shall be provided at least twice a year to the units upon demand.

The sampling for testing at an external Government laboratory will be conducted on a specific day, which will be intimated to the bidders who qualify in the technical bid. The date for sampling will not be changed under any circumstances. If the bidder wishes to witness the sampling process, they must be present on the specified date.

16. E.M.D : **E.M.D of Rs. 5,00,000/-** (Rupees Five Lakhs only) must be sent on line while submitting your Bid through e-tender site.

17. Security Deposit : **Rs. 35,00,000/- (Rupees thirty five Lakhs only)**
The successful bidder shall deposit the Security deposit within two weeks time once the contract is finalized.
 The EMD of the successful Tenderer will also be retained towards security deposit. The Security Deposit of successful Tenderer will be refunded only on successful completion of the contract, provided it is not adjusted towards the amounts due to the Company/ forfeited by the Company. Any amount due to the Company shall be recoverable from the Security Deposit and the decision of Federation in this regard will be final and binding on the successful tenderers. Alternatively the supplier shall provide a Bank Guarantee of a nationalized reputed bank for equivalent amount having one year validity.
If the Successful bidder is not remitting the Security deposit in stipulated time limit the bid will be cancelled and the EMD amount will be forfeited without further notice and will be blacklisted.

18. Tender Fee : Rs 5900/- (Rupees five thousand nine hundred only) **inclusive of all taxes.** The same must be sent on line while submitting your Bid through e-tender site.

19. Testing fee : **Rs 18,000/** (Eighteen Thousand only) shall be sent by way of DD **in favour of Managing Director, KCMF Ltd payable at Thiruvananthapuram.** The said DD is to be forwarded along with the sample consignment submitted separately to reach us latest by **20.05.2025.**

20. Price : Price quoted should be for F.O.R Trivandrum, Kollam Pathanamthitta, Alappuzha, Ernakulam, Thrissur, Palakkad, Kottayam, Kannur, Malayora Dairy, Kasaragod, Kozhikode and Wayanad, inclusive of GST and all. The rate should be quoted based on RIL LDPE granule Basic Price (**LDPE Granules - 1005FY20 and LLDPE Granule O19010-Milk Grade**) as on **01/04/2025, Ex-Kochi.**

21. Price Basis : The price quoted is FOR our Dairies inclusive of GST.

22. Price Revision : Price revision will be effected according to revision of Granule basic prices of **LDPE Granules -1005FY20 and LLDPE Granule O19010 in the ratio 1:1** by M/s. RIL and to enable this, the supplier shall furnish relevant details by within two days of the revision of price by RIL showing the price applicable ex-Kochi. A copy of the price revision chart published by RIL shall also be furnished. The supplier, to avoid delay in effecting price revision shall strictly ensure this. It is the sole responsibility of the supplier to inform such reductions, if any, in time to enable price revision accordingly **The price revision (increase/decrease) will be effected immediately on the price revision of granules by RIL. However the price revision will not be applicable for the supplies carried out by the supplier after the lead time applicable for the respective purchase orders raised by the Units. The rate of film supplied after the applicable lead time of 20 days will be the lowest rate in the lead time period.**

The rate quoted is for the items having specifications given above and for the existing artwork of the film. However, if the specification/weight gets altered on any modification in the printing of film during the contract period, the supplier has to arrange the modified printing. The cost of Die in actual, required for the modified version of printing will be borne by respective Dairies. If the change in printing from the existing pattern intimated while placing the order for the contract, the cost of Mould/die, cylinders etc needed at the first phase of operation of the contract i.e. the expenses incurred for this purpose while commencing the contract has to be borne by the Bidder. The charges for Mould/Die, cylinder etc will be effected by the Unions/Units if the alteration take place only if the change in the artwork happens in between the contract period.

23. Award of Contract: KCMF has the right to award or not to award entire quantity or partial quantity of the item to bidders based on merit. KCMF prefers multiple suppliers at a time to ensure uninterrupted supply of LDPE Film as the requirement is comparatively at higher side. In such case, quoted rates of all the suppliers will be considered. Weightage will be given to the lowest bidder.

Scenario 1- None of the competing bidders reduces their rates to match up with the L1 rate : 100% order shall be placed on L1.

Scenario 2- L2 bidder reduces their rates to match the L1, 60% order on L1 and 40% to the L2 bidder. If L2 bidder is not willing to match up with L1 rate, then L3,L4 respectively will be considered for the above. Stand by supplier also will be maintained.

Scenario 3- **If L3 & L4 also matches with the L1 rate 40% order on L1 and 20%** each to other successive bidders matching the L1 rate

All the above scenarios are indicative. Final decision in this regard will be taken based on actual situation and different variables and no claim from bidders for sharing of the quantity will be entertained. The decision by the Managing Director KCMMF will be final and no disputes will be entertained in this regard.

24. Validity : The bid should be valid for a period of four months from the date of opening of tender.

25. Period of contract: 12 months from the date of Purchase order or **till the date of Extension if any.**

26. Payment : Payment will be made by the respective consignees on receipt of the articles in good condition and according to the specifications.

27. Rejection/Penalty : If the consignment supplied by prospective supplier is found to be of sub-standard quality or if it contained any Organic or inorganic foreign matter, or if it did not conform to "Finish" indicated above, or not confirm to any tests mentioned by the concerned dairies the consignment is liable to be rejected or levy suitable penalty as deemed fit by the consignee.

28. Lead time for supply: 20 days for invoicing the consignment

This is the period from the date of purchase order receiving at your end by e-mail from the respective Units to the date of completion of invoices for despatch to Units Invoice date). The material shall be invoiced on or before the lead time to get the price revision (increase/Decrease). However the supplies may be effected at the earliest in consultation with the dairies as per the requirement. **However the price revision will not be applicable for the supplies carried out by the supplier after the lead time mentioned in the respective purchase orders raised by the Units. The rate of film supplied after the**

applicable lead time of 20 days will be the lowest rate in the lead time period.

29. Agreement and confirmation: The successful bidder shall confirm the acceptance of the Purchase/work order by returning a copy of the same duly signed with seal along with an agreement executed on Rs.200/- worth non judicial stamp paper as specified in the tender conditions within 15 days (fifteen days) from the issue of Purchase/ Work order. **Both the acceptance confirming the supply contract as well as the signed agreement shall reach this office within the prescribed time mentioned in the Purchase/Work order .Either of the above, if not received or both not received within the prescribed time the Purchase/Work order issued will be summarily cancelled without any further notice and the EMD amount will be forfeited and party blacklisted in future tenders of KCMME**

The Managing Director reserves the right to accept or reject tenders with or without assigning any reason. **For more details; log on to www.etenders.kerala.gov.in or www.milma.com**

Trivandrum,
24.04.2025

MANAGING DIRECTOR

KCMMF:HO:PUR:131:2025

KERALA CO-OPERATIVE MILK MARKETING FEDERATION LIMITED

Milma Bhavan, Pattom P.O, THIRUVANANTHAPURAM

T E N D E R

(Dairy Consumables: 2025-26)

Containing General Conditions of Contract and Schedule for the supply of

Name of Tenderer :

Address :

Signature of Tenderer :

Note:

1. The Bids submitted must be based on the Tender Notice ,containing the General conditions of the contract and Tender schedule on specification, quantity etc for the supply.
2. Samples to be submitted for the items quoted as per schedule.
3. EMD shall be made only through NEFT. **In order to avoid Payment failure, the EMD amount should be remitted in advance at least 72 hours before the tender closing date through NEFT as prescribed in the e-Tender website www.etenders.kerala.gov.in**
3. Agreement on stamp paper dully filled in and signed shall be uploaded along with Bid.
4. **Tenders/bids will be accepted only through www.etenders.kerala.gov.in**

Last date and time for the submission Bid

through www.etenders.kerala.gov.in :**20.05.2025, 2 PM.**

The Bidders are requested to upload the following documents duly filled, signed and made in to PDF files and uploaded in the cover provided for Technical documents (Cover no 2) in the e-tender portal.

1. DECLARATION
2. SCHEDULE "A" TO TENDER -Particulars of the Tenderer
3. SCHEDULE "B" TO TENDER -DETAILS OF ITEMS TENDERED FOR
4. SCHEDULE "C" TO TENDER -CONDITIONS REGARDING PAYMENT, QUANTITY AND DELIVERY
5. A G R E E M E N T

To

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

Sir,

Please find enclosed the Tender with all the columns properly filled in

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.

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.

Our offer is open at least till, it shall be further open for a acceptance till

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.

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.

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.

We agree that the decision of the Managing director, KCMMF shall be final in any dispute regarding the terms and conditions of this tender.

We agree to sole arbitration by the Managing Director, Kerala Co-operative Milk Marketing Federation Limited.

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

Place:

Signature of Tenderer

Date : (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:HO:PUR:131:2025**

1. Registered Name and address of Tenderer :

2. Address for all communications :
With regard to this Tender
(Give full Postal Address)

3. Telephone : Landline : Mobile:

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 Joint stock Company registered under Companies Act	Partnership firm Registered under the Indian Partnership Act, 1932	A Single Trader or Stockist	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. **KCMMF:HO:PUR:131:2025**

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)				YES/NO
4.i. If yes how does he test the same. Please score out what is not applicable Attach details if necessary to the tender document	Has own Laboratory	Has access to adequate Laboratory facilities	Has systems to ensure Quality from the Manufacturer	
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 of tenderer (with date)

SCHEDULE "C" TO TENDER

CONDITIONS REGARDING PAYMENT, QUANTITY AND DELIVERY

Annexure to Tender No: KCMMF:HO: PUR:131: 2025

1. Is the Tenderer willing to accept 85% of the value of goods on receipt of the goods and the rest 15% to be released after expiry of 30 days from the date of receipt and satisfaction of quality of goods delivered.
2. Quantity tendered for
3. Conditions if any on supply, (Please state all conditions, if any, on rates of supply, lead time required from order to supply etc.)
4. Is the Tenderer is willing to remit the Security deposit/Bank guarantee mentioned in the tender in the case of becoming the successful bidder

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 must be submitted as the rates uploaded in B O Q of the e-tender.
2. The bid must be submitted through e-tender only. The rates quoted should be only in Indian currency. Tender rates in any other currency will be rejected.
3. Intending Tenderer should upload their offer before the last date and time of Bid Closure in the e-tender. 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. Tenderer should submit an Earnest Money Deposit/Tender fees as per schedule. The amount may be sent by NEFT through the e-tender website www.etenders.kerala.gov.in Cheques or DD sent directly will not be considered and the rate submitted without NEFT will become INVALID BID. EMD of the unsuccessful Tenderers will be returned on finalization of the tender. **EMD of the successful Tenderers will be adjusted towards the security deposit for the satisfactory fulfillment of the contract. No interest will be paid for the EMD/Security deposit so deposited.** The Tender fee remitted is non returnable

Tenderer must download the copies of the 'DECLARATION, SCHEDULES- A , B & C and Annexure given as AGREEMENT' and duly fill the same, scan and upload as pdf file in " Covers given for Technical Bid " of Supply of Dairy Consumables. The hard copy of the uploaded documents duly signed and sealed shall be forwarded to this office along with the samples. (Excluding Financial bid)

5. The **Tenders** will be opened on the appointed day and time in the office of Managing Director,
6. Tenderers **shall** invariably specify in their Tenders the delivery conditions including the time required for the supply of articles tendered for.
7. The Tenders shall clearly specify whether the materials offered, bear The Bureau Of **Indian** Standards Certification Mark (BIS) 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, PP/Pet jars & HDPE jars for ghee packing etc., the manufacturer should also attach certificate from competent authority to prove that the materials are of food grade.
8. 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.
9. 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.

10. 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.
11. The material shall be subjected 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.
12. The material supplied by the Supplier which in the opinion of the Managing Director 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.
13. The material so rejected shall be removed by and at the expense of the Supplier within 15 days after notice shall have been given to him of the rejection. If no action is taken to remove the rejected material so, the Managing Director may cause the 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.
14. 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. In the case of items of larger volume and L1 bidder is considered to be not capable of providing entire indented quantity, Federation may decide to entrust the contract on multiple suppliers; viz L2/L3 bidders., once they agree to the rate offered by L1 bidder with same terms and conditions. The whole decision in this matter will be the discretion of Federation and no claim of whatsoever manner in this case will be entertained.

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.

The security deposit shall, subject to the conditions specified herein, be returned to the tenderer 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 there of, 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 tenderer. 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.

All payments to the suppliers will be made by the Federation/Regional Unions in due course by cheques/DD/RTGS.

15. 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 Supplier. 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.
16. The Supplier shall not assign or make over the contract or the benefits or burdens thereof to any other persons or body corporate. The Supplier 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 Supplier or the sub-Supplier upon such rescission, provided always that if such consent be given at any time, the Supplier shall not be relieved from any obligation, duty or responsibility under the contract.
17. In case the Supplier 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 Supplier shall commit any act of insolvency or in case in which under any clause or clauses of this contract the Supplier 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 Supplier, be determined and the Federation may complete the contract therefore committed by the Supplier. All expenses and damages caused to the Federation by any breach of contract by the Supplier 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.
18. (a) In case the Supplier 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 Supplier 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 Supplier, 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 Supplier 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.

19. 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 Supplier with the Federation. Any sum of money due and payable to the successful Tenderer or Supplier from the Federation shall be adjusted against any sum of money due to the Federation from him under any other contracts.
20. Every notice hereby required or authorized or be given may either be given to the Supplier 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 Supplier 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.
21. (1) The Tenderer shall undertake to supply materials according to the standard sample and/or specifications.
- (2) 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.
- (3) 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.
22. No representation for enhancement of rates once accepted will be considered under ordinary conditions. However, the request made on exceptional grounds will be reviewed and action initiated, based on the merit of such cases and based on the best business interest of the Federation.
23. 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.
24. 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.
25. Samples should be forwarded separately to KCMMF Ltd, Milma Bhavan, Pattom P O, Thiruvanthapuram, Kerala 695 004 to reach latest by 20.05.2025. Samples sent by V.P.P or "freight to pay" will not be accepted. **The samples will not be returned under any circumstance.** The Federation will not be responsible for any sample found missing. Samples received late will not be considered. **Tenders for the supply of materials is liable to be rejected unless samples, are not forwarded.**
26. Telegraphic/fax quotations will not be considered.

27. (a) The prices quoted should be, inclusive of GST which are or may become payable by the **Supplier** 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, 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.

28. 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 Goods 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.

29. 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.

30. In case of any dispute, the Registrar of Dairy Co-operative Societies of Kerala State shall be the sole arbitrator as per the provisions of Kerala Co-operative Societies Act 1969.

31. Tenderer should upload in e-tender an agreement executed and signed in a non judicial stamp paper worth Rs.200/-(Rupees Two hundred only). A specimen form of agreement is given as annexure to this Tender. Tenders without the agreement in stamped paper is liable to be rejected out-right.

Signature of Tenderer with date

ANNEXURE

A G R E E M E N T

(To be executed in a non judicial stamp paper of Rs.200/- (Rupees Two Hundred only)

ARTICLES of agreement executed on thisday of..... Two thousand and twenty three 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 forwarded sum of Rs..... as earnest money through e-tender website for execution of an agreement undertaking the due fulfillment of the contract incase 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: