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Kerala Co-operative Milk Marketing Federation Ltd.

Milma Bhavan, Pattom Palace P.O., Thiruvananthapuram – 695004

No. KCMMF/HO/PUR/129(B)/2025

08.01.2025

E-TENDER FOR SUPPLY OF BIAXIALLY-ORIENTED POLYPROPYLENE (BOPP) LAMINATED BAGS(40 kg)

E tenders are invited for the supply of Biaxially-Oriented Polypropylene (BOPP) laminated PP bags from established manufacturers /suppliers of BOPP Bags.

Sl.No	Item	Quantity in numbers (approximately)
1	(BOPP) laminated PP bags for packing 40Kg cattle feed with single sided / double sided printing	Newly introduced

Tenure : The period from **01.01.2025 to 31.12.2025.**

E-Tender document can be downloaded from the Kerala Govt. e- tender portal www.etenders.kerala.gov.in up to **18.01.2025**, 14.00 hrs. KCMMF will not be held responsible for website problems if any, on change in last date of submission or non-receipt of the same.

E-Tenders will be accepted up to 14.00 hrs on 18.01.2025. Bids will be opened after 24 hrs period from the time of bid closure.

KCMMF reserves the right to accept or reject any or all offers without assigning any reason whatever.

Sd/-

MANAGING DIRECTOR



milma

**KERALA CO-OPERATIVE MILK MARKETING FEDERATION LIMITED
Milma Bhavan, Pattom P.O, THIRUVANANTHAPURAM**

No. KCMMF/HO/PUR/129(B)/2025

08.01.2025

**TENDER FOR SUPPLY OF BOPP LAMINATED POLY PROPYLENE
BAGS(40 kg)**

Terms & Conditions

1. Item & Specification:-

BOPP Laminated Poly Propylene Bags. The bags proposed for supply as per this tender must be of a product manufactured within the country.

Detailed specification is given in the attached annexure

2.

a. Quantity & Delivery: To be Newly Introduced– BOPP Laminated Poly Propylene Bags for packing 40Kg cattle feed

The mentioned quantity is approximate quantity which is meant for our Cattle Feed Plant, Pattanakad, Alappuzha District. The required quantity may increase or decrease based on our actual requirement. **The total quantity will be either single side printing or Double side printing or combination of the two which will be entirely depend on individual plant requirement.** A portion of the above quantities specified above may have to be delivered at Custom Packing stations also, if needed, as per the indent given by respective plants during the period of contract. The quantity has to be supplied in a phased manner as per the delivery schedule fixed from the plants time to time. The successful tenderer has to adhere to the delivery schedule intimated from Cattle Feed Plant.

This quantity may vary according to the variation in market demand for the Cattle Feed. A portion of the above quantities specified above may have to be delivered at Custom Packing stations also, if needed, as per the indent given by respective plants during the period of contract. The average monthly requirement of the Plants cumulating to the above quantity should be supplied uninterruptedly to Plant.

3. Tenure of the Supply

The contractual period will be for the period from the date of award of the order up to **31.12.2025** and extendable for another six months period on mutually agreed conditions in line with the terms and condition of the existing contract given for the period.

4. The Bidder

The bidder should be reputed manufacturers/suppliers of BOPP bags who have good credential in supplying good quality bags and technically sound, having production capacity/ability to procure and supply tendered quantity of bags as per stipulated specifications in time as per requirement of KCMF. Bidder has to declare the source of the supply, such as the detailed address of the manufacturing unit or the plant/works from where BOPP bags is arranged for effecting delivery. Average annual turnover of the bidder for past 3 years shall be minimum of 1 Crore. Documentary evidence to prove the same shall be uploaded in the e-tender cover provided for Technical documents. Those bidders who have been blacklisted/or declared ineligible by Government of Kerala, shall not be considered.

5. Submission of Tender:

The tender documents should be submitted in online mode through Kerala Govt. e-tender portal www.etenders.kerala.gov.in. Documents related to the technical bid and price bid in the given format has to be uploaded as per the provisions of the portal. Tenders should be free from corrections and erasures. The tenderer is expected to examine all instructions, forms, terms and specifications in tender documents. Failure to furnish all information required by the tender documents or submission of tender in every respect will be at tenderer's risk and may result in rejection of tender.

The e-tender is with two cover system, one cover for Technical bid and another cover for Price Bid. Bidders has to upload the documents and any other data/information that they want to submit in the bid in the cover for Technical bid and another cover specified is for price details (BOQ) and rate to be uploaded in the cover for Price Bid.

The rates of(per unit rate) supply of BOPP laminated PP bags as per the specification given below for effecting delivery at Cattle Feed Plants at Pattanakad / Malampuzha shall be submitted in the BOQ provided in e-tender site for uploading the rates online. The BOQ format provided in the e-tender portal is provided with Columns for giving the rate. The Bidder must enter the rate of supply of each BOPP bag in the respective column on FOR basis; inclusive of GST applicable, freight charges, insurance, loading /unloading charges and other incidental charges.

If the bidder upload/enter rate without taking GST, freight, insurance, loading /unloading charges and other incidental charges (i.e. basic rate alone entered as the rate in the BOQ and put forward any claim subsequently, whatsoever, about the pattern of quoting the rate, such price bid is liable to be rejected and EMD will be forfeited.

6. Last Date for Receipt of Tender

E-Tenders will be accepted up to 14.00 hrs on 18.01.2025

7. Acceptance of Tenders

KCMMF reserves the right to reject any or all tenders without assigning any reasons. The decision of KCMMF in this regard shall be final and binding on all tenderers. Late Tenders, conditional tenders, tenders without Earnest Money Deposit are liable to be rejected. The bids submitted by the black listed parties who have failed to fulfil the past contractual obligation also will be rejected.

8. Opening of the Tenders

Technical offers will be opened after 24 hrs period from date of closure of tender. Price bids of technically qualified bidders will be opened subsequently, after scrutiny of the documents submitted under Technical Cover. In the case of bidders whose samples given is found to be inferior in quality, printing etc or deviating widely from the specification laid down, price bid of such bidders will not be considered for finalising the contract.

9. Validity period:-

In consideration of the company issuing the tender form to the tenderer and permitting him to submit his tender, the tenderer shall keep their tender open for acceptance by the company for a period of **90 days** from the date of opening of the tender/price bid. The tenderer shall not withdraw or modify his tender or any terms and conditions thereof before expiry of the above period. Any withdrawal or modification made within the above period shall constitute a breach of the contract and the tenderer shall be liable to pay damages and/or losses suffered by KCMMF in consequence thereof. In addition, the EMD of such tenderer will be forfeited.

10. Earnest Money Deposit/Tender Fees/ Security Deposit/Testing Fee

EMD amount has to be remitted online as specified in the tender portal. Required EMD amount is **INR 1,00,000/-**. EMD shall not carry any interest and returned to the tenderer, if his tender is not accepted, provided it is not forfeited, after finalisation of the tender. EMD shall be

forwarded only through NEFT, as prescribed in e-tender site. 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.

EMD/SD amount submitted against any previous tender shall not be considered against this tender.

The EMD of the successful tenderer shall be retained towards security deposit. The Security Deposit of successful tenderer will be refunded only on successful functioning of the contract, provided it is not adjusted toward 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 the Company in this regard shall be final and binding on the successful tenderer. Alternatively the supplier shall provide a Bank Guarantee of a reputed bank for equivalent amount having one year validity.

Tender fee : Rs 2360/- (Rupees Two thousand Three hundred and Sixty only) **(inclusive of all taxes)** must be sent on line while submitting your Bid through e-tender site.

Security Deposit : Rs. 3,00,000/- (Rupees Three 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 validity for the contractual period. **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.**

Testing Fee : Rs 12,000/ (Twelve Thousand only) shall be sent by way of DD in favour of **Managing Director, KCMMF Ltd payable at Thiruvananthapuram.** The said DD is to be forwarded along with the sample consignment submitted separately to reach us latest by **18.01.2025.**

11. Samples

Sample submission conforming to KCMMF specification is mandatory. At least twelve samples with outer lamination as per the specification should be furnished directly or by post/courier to Kerala Co-operative Milk Marketing Federation Limited, Milma Bhavan, Pattom Palace P.O, THIRUVANANTHAPURAM - 695004. In order to verify the quality of printing on bag, we insist that the samples asked as above include 6 samples of bag-plain (without printing) and another 6 samples with printing, (the printing matter shall be of any brand of the supply of item that being

arranged by the bidder, at present, to any of their clients). **The samples should be free from any identification marks / prints. 3 Nos of each samples received as above will be kept as master samples for any cross verification of the quality of bag during the period of contract for its appearance and printing quality.**

KCMMF is not liable to pay any cost for the sample. The sample should reach KCMMF Ltd, Trivandrum on or before 18.01.2025 at 14.00 Hrs Non submission of sample before prescribed date shall disqualify the tenderer by not accepting the bid uploaded in the e-tender site.

The samples shall be subjected for test/evaluation in reputed Testing Lab like CIPET or equivalent Govt. Approved Laboratories for arriving results of its technical parameters and results of test parameters prescribed will be also criteria for considering the price bid of Bidders and for the acceptance of the rate offered by them. The quality of samples including physical appearance, printing quality and clarity assessed through the physical verification will also be criteria for considering acceptance /rejection of rate submitted by bidders. The outcome of test/evaluation shall be final and binding on both parties.

12. TESTS: The samples shall be subjected for test/evaluation in reputed NABL Testing Lab /equivalent Govt. Approved Laboratories for arriving results of its technical parameters and results of test parameters prescribed will be also criteria for considering the price bid of Bidders and for the acceptance of the rate offered by them. The quality of samples including physical appearance, printing quality and clarity assessed through the physical verification will also be criteria for considering acceptance /rejection of rate submitted by bidders. The outcome of test/evaluation shall be final and binding on both parties. **The testing fee incurred for the test at the above labs to be borne by the Bidder and hence an amount of Rs 12,000/ to be paid by way of DD along with the sample submitted. The testing fee so collected is not refundable. The following parameters will be tested by the above agency.**

1. BOPP LAMINATED PP BAGS for Packing 40Kg Cattle feed (Single side printing)

- | | | |
|-----|---------------|--|
| (a) | Size | 38" length, 27 " breadth |
| (b) | Mesh/inch | 10x10 |
| (c) | Fabric Colour | Milky white |
| (d) | Stitching | Bottom single folded and double stitched and top heat cut and with corner stitching at |

		bottom.
(e)	Printing – (Single)	Single side 4 colour roll to roll flexographic printing using polyamide ink.(Please note the details given below (**))
(f)	Weight	147 gm +/- 3 % (including BOPP film weight)
(g)	Yarn size in Denier	800
(h)	Lamination in gauge	Outside PP lamination glossy with 100 gauge.
(i)	Strength	Strength: warp 70 kgf & weft 72kgf. Seam strength 32 kgf.
(j)	RIL raw material	Woven-Grade PP H030SG Lamination-grade PP H350FG
(k)	BOPP film thickness	15+/-1 mic
(l)	BOPP Printing	Front side matty film with multicolour printing
(m)	BOPP film weight	15+/- 0.5 gm per bag

2. BOPP LAMINATED PP BAGS for Packing 40Kg Cattle feed (Double side printing)

(a)	Size	38" length, 27 " breadth
(b)	Mesh/inch	10x10
(c)	Fabric Colour	Milky white
(d)	Stitching	Bottom single folded and double stitched and top heat cut and with corner stitching at bottom.
(e)	Printing – (Double)	Double side 4 colour roll to roll flexographic printing using polyamide ink.(Please note the details given below (**))
(f)	Weight	162 gm +/- 3 % (including BOPP film weight)
(g)	Yarn size in Denier	800
(h)	Lamination in gauge	Outside PP lamination glossy with 100 gauge.
(i)	Strength	Strength: warp 70 kgf & weft 72kgf. Seam strength 32 kgf.
(j)	RIL raw	Woven-Grade PP H030SG

	material	Lamination-grade PP H350FG
(k)	BOPP film thickness	15+/-1 mic
(l)	BOPP Printing	Double side matty film with multicolour printing
(m)	BOPP film weight	15+/- 0.5 gm per bag

13. Experience

The bidder should have at least three years experience in the relevant field. Minimum three documents to support the same such as purchase orders and/or experience certificates etc. from reputed Govt. Firms / Semi-Govt. Undertakings/ Corporate has to be provided along with the tender document. Copies of work orders/experience certificates should prove that the bidder is having experience at least during past 3 years in supplying PP Bags.

A detailed customer list (indicating address, phone number etc) especially of the customers in Kerala also has to be provided. The bidder should have executed minimum one order/ contract worth INR 20 Lacks in the previous year. (Consecutive orders from the same customer within a limited period will also be considered in this regard)

14. Quoted Rate

1. The rate quoted shall be **per Unit** inclusive of GST, freight, insurance, loading / unloading charges and other incidental charges. The rates quoted shall be **FOR delivery at our Plants.**
2. The rate quoted shall be firm for the entire period of the contract and till completion of the entire supply as per the contract. (Price variation clause as mentioned will be applicable.)
- 3) Price shall be quoted only in Indian Rupees.
- 4) The quoted price shall be based on raw material basic price of P.P. Granules fixed by M/s Reliance Industry Ltd as on **01.10.2024.**

For arriving the rate of supply of bag, the basic price of PP Raffia H 030 SG of Reliance Industry Ltd. Ex-Kochi shall form the basis for PPWS and for lamination material, the basic price of Granule PP H350FG, Ex-Kochi shall be the basis.

The price quoted shall be based on PP Granule basic price. The details of basic price of Raw material as on **01.10.2024** shall be provided by the bidder by uploading the details in the Technical cover of e-tender along with documentary proof.

If the bidder upload/enter rate without taking GST, freight, insurance, loading/unloading charges and other incidental charges (i.e. basic rate of bag alone entered as the rate in the BOQ and put forward any claim subsequently on the pattern of quoting the rate, such price bid is liable to be rejected and EMD will be forfeited.

15. Payment terms

80% of the supply value shall be released within ten days on receipt of item. Any amount due to the company including quality rebates, penalties etc., shall be recovered from the payments due or in its absence from Security Deposit. Balance 20% shall be provided within 45 days subject to above point.

16. Insurance:

The goods supplied under the contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, etc., wherever applicable. KCMMF will not be responsible for any loss / damage in this regard.

17. Compliance of statutory requirements etc

The successful tenderer shall fully comply with the documentation procedure laid down for transportation of materials. The successful tenderer shall ensure that proper documents required by law are always available with the truck driver. In case of any loss/ delay in transportation due to non-compliance of the requirement of the law, all losses and / or damages shall be to the account of the successful tenderer.

18. Assignment and sub - letting

The successful tenderer shall not assign or sub-let the contract or any part there of or any benefit or interest therein or there under without the written consent of the company.

19. Award of Contract

KCMMF has the right to award or not to award entire quantity or partial quantity of the item to bidders based on merit. KCMMF prefers multiple suppliers at a time to ensure uninterrupted supply of bags as the requirement is comparatively at higher side. In such case, contract rates with all the suppliers will be maintained at the same level for each location and enough order quantity/weightage will be given to the lowest bidders.

Scenario 1- None of the competing bidders reduced their rates to match the L1: Place 100% order shall be placed on L1.

Scenario 2- Other bidders reduced their rates to match the L1, 60% order on L1 and 40% shall be distributed equally amongst the other bidders.

Scenario 3- Two of the competing bidders reduced their rates to match the L1, 50% order on L1 and 30% with the original L2 and 20% with the original L3.

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.

20. Price Variation Clause

The price variation clause will be strictly based on account of variation in the basic price of PP Granules. Variation in the price of Bags on account of any other input costs will not be considered. Following conditions stands:

The base price of rate quoted will be basic price of P.P .Granules as on 01.10.2024, as fixed by M/s Reliance Industries and assessed by KCMMF Ltd. The granule rates issued by M/s. Reliance Industries Ltd. from time to time and informed by the supplier will be used for price variation calculation.

Price revision will be effected according to revision of Granule basic price by M/s. RIL and to enable this 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 bags supplied after the applicable lead time of 20 days will be the lowest rate in its entire supply time period.**

If the delivery is within the stipulated schedule date, the price variation will be calculated based on the actual date of delivery. The pro-rata increase or decrease shall be applicable on price of bags on the above basis.

In the case of supplies which were overdue, the price variation will be applicable based on actual date of delivery or the schedule date, whichever is more beneficial for KCMMF.

- a. Price variation on the Bags shall apply only on account of variation in the basic price of PP Granules. For the above purpose, Ex Kochi Works price of PP Granules of M/s Reliance Industries Ltd shall be the basis and the supplier shall timely inform the same. There shall be no variation in the price of Bags on account of increase in other input costs.
- b. The bidder should quote the rates based on the granule price as on **01.10.2024** and inform the rate rhetorically without fail.
- c. Increase in bag price as above due to granule price increase shall be allowed based on the actual date of delivery or scheduled date of delivery whichever is earlier. Decrease in bag price due to granule price decrease shall be allowed based on actual date of delivery. The buyer shall have the right to recover it at any point of time the decrease in bag price as applicable as per the above.

21. Quality of Materials:

- i) The supplier shall warrant that the bags supplied under the contract are new, unused, incorporating all recent improvements in design and materials and conforming to the latest Standards. The supplier shall further warrant that the bags supplied under this contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier, under normal use of the supplied bags.
- ii) The material specification is given in schedules. All tenderers are advised to study the material specification and quote for the material required. In case samples are supplied, the supply of bags thereafter should conform to the samples approved.

iii) **KCMMF reserves the right to reject the materials supplied, if it is not in accordance with the sample approved or as per the given specification.** The successful tenderers shall at his cost take back the rejected materials within 15 days of rejection of the materials. In case the rejected materials are not removed within the time allowed, the KCMMF reserves the right to dispose it off at the risk and cost of the successful tenderer.

(iv) KCMMF also reserves the right to terminate the contract, in case the supplies are not in accordance with the order. In such circumstances KCMMF may procure the packing materials from some other source at the risk and cost of the successful tenderer.

22. Cancellation of Contract:

After award of the contract, should it appear to KCMMF that The Successful tenderer had not commenced manufacture of the items ordered in order to ensure delivery as per the delivery schedule, The Successful tenderer is not executing the order in accordance with the

contract, The successful tenderer is not adhering to the phased programme of delivery agreed or that the successful tenderer is not fast enough to ensure the completion of supplies by the time stipulated or that such period has already lapsed, the successful tenderer has refused to carry out reasonable instructions of the authorized representatives of the company, The Successful tenderer has committed any other breach of contract, KCMMF may at the expense of the successful tenderer and without prejudice to any other right of the company.

i) Take the order wholly or in part out of the successful tenderer's hands and re-contract them to any other party

Or

ii) Cancel the order

And

iii) Recover any monetary loss in this regard

KCMMF shall not be liable for any loss and / or damage suffered any by the successful tenderers as a result of such action of the KCMMF. The successful tenderer shall indemnify KCMMF against any loss and/ or damages suffered by KCMMF and all liabilities imposed on KCMMF as a result of default of successful tenderer in executing the assigned work.

23. Jurisdiction

The contract shall be governed by the Indian Law and Courts at Thiruvananthapuram which will have exclusive jurisdiction.

24. Arbitration

All disputes, difference and claims arising out of or in connection with the tender and the contract there of shall be decided by the Managing Director , KCMMF Ltd or any person authorised by him whose decision shall be final and binding on the successful tenderer.

25. Lead time for supply: **20 days** from the date of purchase order raised by the Unit. Even though lead time is given for the supply, the supply shall be commenced immediately on receipt of Purchase order and shall be completed within the lead time. **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 bags supplied after the applicable lead time of 20 days will be the lowest rate in its entire supply time period.**

Sd/-

MANAGING DIRECTOR

E-TENDER FOR SUPPLY BOPP LAMINATED PP BAGS(40 kg)**Note**

The Tenderer is expected to examine all instructions, forms, terms and specifications in the tender document. Failure to furnish all information required by the tender documents or submission of a bid not substantially responsive to the tender may invite disqualification. If the rate of supply is not quoted as per the Tender conditions and put forward any claim thereafter with respect to the pattern of quoting, ie basic rate alone uploaded, such claims will not be entertained and price bid of such bidders is liable to be rejected and EMD will be forfeited .Document in every respect will be at the Tenderer's risk and may result in the rejection of their bid. Tenders should be submitted in two parts, techno-commercial bid and price bid.

I Techno- Commercial Bid

The Technical bid shall contain the following

- 1. Literature / Brochure/ Write-up showing Organization set up and details.**
- 2. Declaration clearly indicating "the bidder is having capacity and good experience in supplying good quality material manufactured with in the country to reputed organisations, is financially and technically sound having production capacity/ability to procure and supply bags as per stipulated specifications in time to KCMF". The declaration should have the detailed address of the manufacturing facility (i.e.) or the plant/works from where BOPP bags shall be arranged for effecting delivery. Details of Plant within the country and its capacity are also to be included in the declaration.**
- 3. Self attested copy of Memorandum and Articles of Association, Partnership deed and such other document to prove the credentials constitution of the entity.**
- 4. Self attested copies of orders received from reputed firms (Government / Semi Government/ Corporate) as proof of experience.**
 - a) Minimum 3 copies of purchase orders/experience certificates to prove the organization**
 - b) Is in the business for the past 3 years.**
 - c) Copy of at least one order/ contract worth INR 20 Lakhs.**
- 5. Detailed list of Customers with contact no. and address.**
- 6. Self attested copy of Permanent Account Number (PAN)**
- 7. Self attested copy of GST.**
- 8. Average annual turnover for past 3 years shall be 1 Crore. Documentary evidence shall be produced.**

9. The Raw material price particulars as on **01.10.2024 along with the documentary proof and the details of the prevailing GST as on **01.10.2024**.**

The techno-commercial bidding should also be supported with payment of EMD amount as specified in the e-tender site.

The documents detailed above has to be scanned and uploaded in pdf format in Cover II provided for Technical Bid in e-tender portal for the purpose.

II. Price Bid.

Price bid should be given in the BOQ in the given format. The BOQ must carry the per unit rate of supply for each category/destination as per the specification of BOPP Laminated PP bags given in the column prescribed.

The rate uploaded in the BOQ will be considered to the rate of supply of bags to each destination as per the basis of raw material basic prices prescribed, GST, production/labour and other related charges, freight etc and as per the specification and other terms and condition of the tender.

The per unit rates of supply of BOPP laminated PP bags as per the specification given for delivery at Cattle Feed Plants at Pattanakad / Malampuzha shall be submitted in the BOQ provided in e-tender site for uploading the rates online. The BOQ format provided in the e-tender portal is provided with Columns for giving the rate. The Bidder must enter in the respective column the per unit rate for supply of BOPP bag inclusive of GST, freight, insurance, loading /unloading charges and other incidental charges.

If the bidder upload/enter rate without taking GST, freight, insurance, loading /unloading charges and other incidental charges (i.e. basic rate alone entered as the rate in the BOQ and put forward any claim on the pattern of quoting the rate subsequently), such price bid is liable to be rejected and EMD will be forfeited.

If the bidder desires to ensure that all inclusive rate is recorded in the bid by way of scanned copy also, then the bidding sheet shall be downloaded from the portal and shall upload in the Technical bid cover after necessary entries.

III. E M D: The bidder shall arrange the EMD amount well in advance to be remitted through online as specified in the tender portal as there may be delay in transfer of amount by on-line due to Reserve Bank stipulations. Any EMD of previous tender in which the Bidder participated or EMD not refunded under Tender

cancelled earlier will not be considered as EMD for this e-tender. An amount of Rs 1,00,000/ as per mode of payment mentioned to be compulsorily forwarded by the Bidder or otherwise their Bid will not be accepted by e-tender portal. For any clarifications on EMD payment, please feel free to contact Helpline of e-tender portal well in advance. 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 fulfilment of the contract. No interest will be paid for the EMD/Security deposit so deposited.** The Tender fee remitted is non returnable.

TENDER FOR SUPPLY BOPP LAMINATED PP BAGS (40 KG)
ANNEXURE I

1. BOPP LAMINATED PP BAGS for Packing 40Kg Cattle feed (Single side printing)

- | | | |
|-----|---------------------|--|
| (a) | Size | 38" length, 27 " breadth |
| (b) | Mesh/inch | 10x10 |
| (c) | Fabric Colour | Milky white |
| (d) | Stitching | Bottom single folded and double stitched and top heat cut and with corner stitching at bottom. |
| (e) | Printing – (Single) | Single side 4 colour roll to roll flexographic printing using polyamide ink.(Please note the details given below (**)) |
| (f) | Weight | 147 gm +/- 3 % (including BOPP film weight) |
| (g) | Yarn size in Denier | 800 |
| (h) | Lamination in gauge | Outside PP lamination glossy with 100 gauge. |
| (i) | Strength | Strength: warp 70 kgf & weft 72kgf. Seam strength 32 kgf. |
| (j) | RIL raw material | Woven-Grade PP H030SG
Lamination-grade PP H350FG |
| (k) | BOPP film thickness | 15+/-1 mic |
| (l) | BOPP Printing | Front side matty film with multicolour printing |
| (m) | BOPP film weight | 15+/- 0.5 gm per bag |

2. BOPP LAMINATED PP BAGS for Packing 40Kg Cattle feed (Double side printing)

- | | | |
|-----|-----------|--------------------------|
| (a) | Size | 38" length, 27 " breadth |
| (b) | Mesh/inch | 10x10 |

(c)	Fabric Colour	Milky white
(d)	Stitching	Bottom single folded and double stitched and top heat cut and with corner stitching at bottom.
(e)	Printing – (Double)	Double side 4 colour roll to roll flexographic printing using polyamide ink.(Please note the details given below (**))
(f)	Weight	162 gm +/- 3 % (including BOPP film weight)
(g)	Yarn size in Denier	800
(h)	Lamination in gauge	Outside PP lamination glossy with 100 gauge.
(i)	Strength	Strength: warp 70 kgf & weft 72kgf. Seam strength 32 kgf.
(j)	RIL raw material	Woven-Grade PP H030SG Lamination-grade PP H350FG
(k)	BOPP film thickness	15+/-1 mic
(l)	BOPP Printing	Double side matty film with multicolour printing
(m)	BOPP film weight	15+/- 0.5 gm per bag

() Note: The printing of bags to be carried out as per the art work provided to the BOPP bag supplier. The supplier shall prepare the cylinders/stereo for the same at their cost and the rate shall be quoted accordingly.** Any corrections of printing matter, MRP etc or change in the art work during the period of contract, BOPP bag supplier has to do these alterations and arrange printing of revised matters. BOPP bag supplier has to do these alterations and arrange printing of revised matters without any claim for new plate/stereo required for the corrections made.

Micro perforation to be given as per requirement by the Unit at suitable location while placing the indent

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08.01.2025

GENERAL TERMS and CONDITIONS OF T E N D E R

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.

Samples to be submitted for the items quoted as per schedule and as detailed under Clause 11.

EMD shall be made only through on line in the e-tender site In order to avoid Payment failure, the EMD amount should be remitted in advance at least 72 hours before the tender closing date as prescribed in the e-Tender website www.etenders.kerala.gov.in

Agreement on stamp paper duly filled in and signed shall be uploaded along with Bid.

Tenders/bids will be accepted only through www.etenders.kerala.gov

GENERAL CONDITIONS

General Conditions pertaining to e-tender invited for the supply of the materials as specified in the tender:

1. The offer must be submitted on line i.e. Rate of supply, all inclusive, item wise/destination wise to be uploaded in B O Q of the e-tender.
2. The Offer 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 rate would be considered firm for acceptance till the date mentioned.
4. Tenderer should submit an Earnest Money Deposit as specified. The amount must 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 uploaded without transfer of EMD by NEFT as specified in e-tender site 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 for the satisfactory fulfilment of the contract. No interest will be paid for the earnest money so deposited.

5. Tenderer must download the copies of the 'Declarations, Schedules - A, B & C and Annexure given for Agreement' and take its print out. Then duly fill the same as required and scan and upload as pdf file in" Cover given for Technical Bid. The copies of the other documents asked for, also to be uploaded in a similar way, as explained above.

6. 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.

7. Communication of acceptance of the Tender normally constitutes a concluded contract. Nevertheless the successful Tenderers shall also execute an agreement for the due fulfilment 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.

(a) The material shall be subject to inspection and acceptance or rejection by the Managers/Unit Heads of Cattle Feed Plants, at Pattanakad & Malampuzha.

(b) The inspection of entire bags arrived in one lot at the time receipt itself and accepting the item as declared good bags would be practically difficult and hence unloading will be arranged as per random checking of bags. However, any quality problem experienced at a later period (at the time of consumption of the lot) due to any manufacturing defect, such bags will be rejected and supplier has to replace this much quantity at their risk and cost. If the supplier fails to do so, the cost of such defective bags will be deducted from any of the bill pending for payment to the supplier under intimation to them and the defective bags will be disposed off the way deems to be fit .

(c) The material supplied by the Contractor which in the opinion of the Unit/Plant 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 Unit/Cattle Feed Plants. Periodic testing of samples of bags delivered by the supplier will be arranged in Government approved or other reputed Testing Institutions and any deviation in quality of bag including its prescribed strength will lead to necessary suitable action against such suppliers from the side of KCMF as per the tender terms and conditions.

(d) The 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 material so, the Senior Manager may initiate steps to remove those materials and dispose off the same 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 fulfil 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 EMD 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.

8. The EMD 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 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 Contractor. In all cases where there are guarantee for the goods supplied the EMD will be released only after the expiry of the guarantee period.

9. 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.

10. 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.

11. 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.

12. (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.

13. Any sum of money due and payable to the contractor (including EMD 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.

14. 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.

15. (a) The Tenderer shall undertake to supply materials according to the standard sample and/or specifications.
- (b) Quantity of item required is indicated in this tender. 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 based on 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.
16. 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.
17. Tenderers should be prepared to accept orders subject to the penalty clause for forfeiture of EMD in the event of default in supplied or failure to supply within the stipulated period.
18. Samples should be forwarded before the uploading of the tender online and to reach our Office at Trivandrum as specified. Samples sent by post & courier should be so despatched as to reach the Federation not later than the date on which specified above. The Federation will not be responsible for any sample found missing.
Tenders for the supply of materials without samples will not be considered.

19. Telegraphic/fax quotations will not be considered.

20. (a) The prices quoted should be per unit inclusive of GST, 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 or at Custom packing station at Erode 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.

21. 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 dissimilar nature beyond the reasonable control of the party affected. Should one or both the parties be prevented from fulfilling his/their contractual 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.

22. 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.

23. 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.

MANAGING DIRECTOR.

DRAFT FOR DECLARATION

(To be uploaded in e-tender portal after filling the details)

To

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

Sir,

1. Please find our rates uploaded in BOQ of e-tender site.
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 security deposit, 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.

Signature of Tenderer with date

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 Registrar of Co-Operative Societies, Kerala State as per the provisions of Kerala Co-Operative Societies Act 1969.

10. 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 not leave any column blank)

Signature of Tenderer with date

Particulars of the Tenderer

Annexure to Tender No: KCMMF:HO:PUR:129(B):2025

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 Joint stock Company registered under Companies Act	.A Partnership firm Registered under the Indian Partnership Act,1932	c. A Single Trader or Stockist	d. A is-registered Firm *
8. Registration No., GST 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:129(B):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
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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
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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
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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)
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8. Details of packing:
(Please enclose details if need be)

Signature with date of Witness

Signature (with date) of Tenderer

SCHEDULE "C" TO TENDER

CONDITIONS REGARDING PAYMENT, QUANTITIES AND DELIVERY

Annexure to Tender No: KCMMF:HO:PUR:129(B):2025

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.

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.)

Signature of Witness with date

Signature of Tenderer with date

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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 this theday 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:

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.

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