

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

KCMMF:HO:PUR:131:2025

07.03.2025

**TENDER NOTICE FOR ICE CREAM PACKING MATERIALS/
CONSUMABLES**

Bids are invited through e-tender (www.etenders.kerala.gov.in) from bonafide suppliers 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.

DUPLEX CARTON, IML TUB, WOODEN SPOON etc.

Tender form & Schedule containing specifications and terms & conditions **governing** the contract is uploaded in e-tender website (www.etenders.kerala.gov.in) and in web site (www.milma.com) and interested Bidders shall see the details from the above web sites. The offers given must be based on the Schedule containing specifications of items (available in the web site).

Last date and time of submission of Bids (through e-tender) : **17.03.2025 at 2 PM**

Date of opening of Bids (e-tender) : **After 24 hrs from the time and Date of closure of tender.**

Tenderer must forward sufficient Quantity/Numbers of Samples of items quoted separately, to reach our office latest by **17.03.2025**. **The tenders, without sufficient samples/Tender fees/EMD are liable to be rejected.**

The rates quoted should be of "all inclusive and FOR Dairies". (Location of the Dairies: - Trivandrum, Ernakulam & Kozhikode,)

The approximate quantity of the items required per annum and the EMD amount for each item are furnished below.

DUPLEX CARTONS, IML TUB & WOODEN SPOON

Sl. No	Item	Quantity	Description	Specification
1	Duplex Carton	8000	Ice cream 2 liter	Duplex Cartons, multi colour printing & inner side food grade lamination (12 MIC), 400 GSM white back ITC or equivalent. Board size (22.5 L x 8.5 B x 10.5 cmH) non permeable. Printing as per Art work provided. Packed in polyurethane cover in a properly stacked manner and placed in 3 Ply carton box. Food

				grade ink shall be used. Shall not emanate any unnatural odour. Shall meet food safety act and packaging regulations (prevailing)
2	Duplex Carton	15000	Ice cream 750 ml	Duplex Cartons, multi colour printing & inner side food grade lamination (12 MIC), 400 GSM white back ITC or equivalent. Board size (7.5 L x 5 B x 20 cm H) non permeable. Printing as per Art work provided. Packed in polyurethane cover in a properly stacked manner and placed in 3 Ply carton box. Food grade ink shall be used. Shall not emanate any unnatural odour. Shall meet food safety act and packaging regulations (prevailing)
3	IML Casatta Tub with Lid	190000	75 ml Tub with Lid	Half round Arch type IML TUB, container outer dia 130 ±0.5 mm Inner Dia 123±0.5 mm Lid 132±0.5 mm Height of container with Lid 21 ±0.5 mm Cup weight 9.5g ± 5% Lid weight 6.8 g ± 5% Shall be provided with our approved IML labeling. The material shall be food grade Poly propylene Co polymer with density 0.9 shall comply with IS: 10910 & IS 10909. With overflow volume 100 ml. The lids should be easily positioned and intact. Samples will be available at our ice cream Units. Shall not emanate any unnatural odour. Shall meet food safety act and packaging regulations (prevailing). The cup shall withstand temperature of -20°C without any deformity/cracks on storage.
4	Sugar free tub	50000	IML 100 ml	Container Outer Dia 69+ /- 0.5 mm, Container Inner Dia 61+/- 0.5mm, Container shape Round, Flat Lid with Dia mm 67+/- 0.5mm, Height of container with lid 53+/-0.5mm, Cup wt(g) 8.06+/-0.5 5%, Lid weight(g) 2.61+/-5%, Material polypropylene, (Food grade) Overflow volume 110 ml ,volume till fill point 100ml, Packing/ Carton 12000 nos. of tub & Lid.
5	Spoon	5000000	wooden spoon 75 mm (for ice cream cup)	Round smooth edge wooden spoon for ice cream made out of good quality food grade wood wrapped individually in paper Outer paper wrapper poster paper (15+/-5%) inner side poly extrusion (15+/-5%). Paper wrapper and its components should be food grade A grade Birch wood – European grade Phyto sanitary certificate including source and type of wood to be submitted with each consignment Free from off odour bitterness, fungus, Length 75+/- 2 mm Width– 16+/-0.3 mm shaft 11+/-03 mm Thickness 1.3+/-0.2 mm Weight 1.3+/-0.5 g Milma logo/trade name printed in wood on one side
6	Stick	2100000	Wooden Stick 93 mm	Round smooth edge wooden stick for ice cream made out of good quality food grade wood to be used in extrusion line A grade Birch wood – European grade Phyto sanitary certificate including source and type of wood to be submitted with each consignment

				Free from off odour bitterness, fungus, Length 93+/- 2 mm Width 9.5 +/-3 mm Thickness 2.0+/-0.2 mm Weight 1+/-0.5 g Milma logo/trade name printed in wood on both sides
7	Stick	2100000	Wooden Stick 114 mm	Round smooth edge wooden stick for ice cream made out of good quality food grade wood. A grade Birch wood – European grade Phyto sanitary certificate including source and type of wood to be submitted with each consignment Free from off odour bitterness, fungus, Length 114+/- 2 mm Width 9.5+/- 3 mm Thickness 2.0+/-0.2 mm Weight 1.3+/-0.5 g Milma logo/trade name printed in wood on both sides
8	Duplex Carton	100000	Ice cream 4 liter	Duplex Cartons Multi colour printing with Outer & Inner Lamination. Inner side lamination with food grade (12 MIC), 400 GSM white back ITC or equivalent. Board size (15L x 15 B x 17.5 cmH) Non permeable. Printing as per Art work provided Shall be packed in polyurethane cover in a properly stacked manner and placed in 3 Ply carton box. Food grade ink shall be used. Shall not emanate any unnatural odour. Shall meet food safety act and packaging regulations (prevailing)

Specification and Quantity :

2. Samples :The tenderer must submit samples as specified above to "The Manager (Purchase), KCMMF Ltd., Milma Bhavan, Pattom Palace P.O., Thiruvananthapuram - 695004" on or before 17.03.2025. Tenders without the samples will be summarily rejected. The Federation is not liable to pay any cost for samples.
3. Validity :The offer should be valid for a period of three months from the date of opening of Tenders. On acceptance of the offer, it should be firm for the entire supply which will be distributed throughout the period from **01/04/2025 to 31/03/2026 or till date of extension if any.**
4. Price :Price quoted should be for FOR Trivandrum, Ernakulam, Kozhikode Dairies, inclusive of GST.
The price quoted is for the cost of item along its accessories given in the specification and for required colour printing as per specification given above, including GST plus Freight. **The prize will be the same throughout the contract period. No price revision will be granted under any circumstances throughout the contract under any circumstances.**

The rate uploaded in BOQ sheet of e-tender portal must be of including all , ie basic cost plus taxes , other expenses if any, freight etc .Providing basic rate alone in BOQ will lead to rejection of the offer given as we specify to give all-inclusive rate there. The respective BOQ sheet column may indicate for providing basic rate and this need not be considered by the bidders to give the rate. They shall upload all- inclusive rate there.

5. Payment : The respective Consignees will make Payment on receipt of the articles in good conditions and according to the specification.
6. E.M.D : **Rs. 50,000/- (Rupees Fifty thousand only)** EMD shall be made only through NEFT as specified in e-tender portal. 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.
7. Tender fee : **Rs 1180/- (Rupees one thousand one hundred and eighty only)** Inclusive of all taxes. The bidder must sent the same on line while submitting your Bid through e-tender site

The Managing Director reserves the right to accept or reject tenders with or without assigning any reason. **For more details: www.milma.com**

Trivandrum,
07.03.2025

MANAGING DIRECTOR

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 alongwith 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 : 17.03.2025, 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:
Date :

Signature of Tenderer
(or authorized personnel of the firm)

Name,
Designation and Address of Tenderer

Signature of witness
Full name and address of witness

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

Signature of Tenderer with date

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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 Jointstock 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./GST No.
and details as applicable.

9. Is the Tenderer a Small scale
Industry (If so, please give details
including Registration details and enclose
a copy of the Registration Certificate with
the Tender).

Signature with date of Witness

Signature (with date) of Tenderer

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

Signature of Tenderer with date

SCHEDULE "B" TO TENDER

DETAILS OF ITEMS TENDERED FOR

Annexure to Tender No.

1. Is the Tenderer (Please mark against what is applicable)	a. Manufacturer of the goods tendered for	b. Sole agent or manufacturer	c. Stock list of a single manufacturer	d. General Trader and Stock Holder of similar goods
2. If the Tenderer is the Manufacturer or the stockist of a Single Manufacturer	(a) The location of the factory and its complete postal address. (b) Brand Name of the product, if any			
3. If the Tenderer is a General Trader in the goods, the source or sources of supply and brand names				
4. If the Tenderer is a General Trader in the goods, does he Guarantee the quality of the goods. (Please score out what is not applicable)				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)

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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.)

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/Reg. 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 17.03.2025**. 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

AGREEMENT

(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: