

**KARNATAKA COOPERATIVE MILK PRODUCERS' FEDERATION LIMITED**

**KMF COMPLEX : DR M.H. MARIGOWDA ROAD : BANGALORE - 560029**

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**TENDER FOR SALE OF SKIMMED MILK POWDER**

<b>TENDER REFERENCE</b>	<b>: No. KMF/MKT/112C/2015-16, Dt: 22.03.2016</b>
<b>DATE OF COMMENCEMENT OF SALE OF TENDER DOCUMENT (Downloading)</b>	<b>: From 23.03.2016 to 04.04.2016( up to 2.30pm)</b>
<b>LAST DATE AND TIME FOR RECIPT OF TENDERS</b>	<b>: 04.04.2016( up to 2.30 pm )</b>
<b>TIME AND DATE OF OPENING OF TENDERS</b>	<b>: 04.04.2016 ( up to 4.00pm )</b>
<b>PLACE OF OPENING OF TENDERS</b>	<b>: Office of the Director (Marketing) Karnataka Milk Federation Ltd., Marketing Div., KMF Complex, Dr. M.H. Marigowda Road, B' lore 29</b>
<b>ADDRESS FOR COMMUNICATION</b>	<b>: The Managng Director, Karnataka Milk Federation Ltd., KMF Complex, Dr. M.H. Marigowda Rd., Bangalore - 560 029</b>

PROPOSED QUANTITY OF PRODUCTS FOR SALE THROUGH TENDER

Sl No.	Particulars	UNIT	Quantity
1	BIS GRADE SKIMMED MILK POWDER	25Kg Bags	2000 MT's

Note: 1) Tenderers should quote for **minimum quantity** of 100 MT of SMP & provide prescribed EMD.

2) The quality specification of Skimmed Milk Powder as given in the Annexure D, E.

3) SMP manufactured during June-2015 and is stored at Mother Dairy, Yelahanka Bangalore, Nandini Hi-tech Product Plant, Channarayapatna, Dharwar Milk Union, Dharwar, Dempo Dairy Industries Ltd , Asangi and Mandya Milk Union, Mandya, Bangalor Milk Union, Bangalore, Kolar Milk Union, Kolar, Mysore Milk Union, Mysore, Hassan Milk Union, Hassan and Atharvas cold store, Dobbospet.

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**TERMS & CONDITIONS FOR TENDER :**

- 1.1 The quantities indicated in the annexure are tentative and are liable for variations.
- 1.2 The quantity offered is on Ex- Dairy basis.
- 1.3 KMF reserves the right either to delete or add any other, reject any or all the TENDERS or fragmented TENDERS, as the case may be, without assigning any reasons thereof, at any given point of time.
- 1.4 KMF in this regard shall entertain no claim.

**2.0 ELIGIBILITY:**

- 2.1 The invitation to Tender is open to all the interested persons. The tenderers with the valid tender forms shall only be allowed to participate in tender.

**3.0 COST OF TENDER:**

- 3.1 The tenderers shall bear all costs associated with the preparation and submission of his tender and Karnataka Milk Federation hereinafter called as 'KMF' will in no case be responsible or liable for these cost, regardless of the conduct or outcome of the tender process.

**4.0 CONTENTS OF TENDER DOCUMENTS:**

- 4.1 Tenderer is expected to examine carefully all instructions, terms & conditions in the tender documents, before submitting the TENDER. Any ignorance of the terms and conditions of TENDER on a later date or acceptance shall be at the risk and responsibility of the tenderer.
- 4.2 The TENDER shall be complete in all respects, without any erasers, overwriting, under- writing etc., the amount shall be indicated both in figures and words. Where there is any ambiguity in terms of amount, the amount written in words shall be taken into consideration.

SIGNATURE OF TENDERER

## 5.0 FIXED RATES:

The rate quoted in Tender or negotiated rates shall be final and not subjected to fluctuations on any account and any counter condition from tenderer on this account shall be treated as non responsive and the TENDER will be rejected.

## 6.0 VALIDITY:

- 6.1. TENDERS submitted shall remain valid for acceptance for a period of 15 days from the date of opening of TENDERS.
- 6.2 In exceptional circumstances prior to expiry of the original TENDER validity period, the KMF requests the tenderer for a specified extension in the period of validity. The request and the response thereto shall be made in writing or by telegram letter. A tenderer agreeing to the request shall not be permitted to modify his TENDER and shall be required to extend the validity of TENDER security correspondingly.

## 7.0 TENDER SECURITY OR EMD:

- 7.1 The tenderer shall furnish as part of the TENDER, a Tender EMD of Rs. **15 Lakhs, (Rupees Fifteen Lakhs only)** as indicated in the Annexure-C, against each product.
- 7.2 The TENDER **security of Rs 15 Lakhs**, shall be in the form of Bank Draft or a Pay Order drawn in favour of the Managing Director, Karnataka Milk Federation.
- 7.3 The TENDER EMD of the unsuccessful tenderers shall be refunded promptly as early as possible, but not later than **15 days** after the expiry of the period of TENDER validity as prescribed in these documents.
- 7.4 The TENDER EMD of the successful tenderer(s) shall be converted in to Security Deposit & shall be refunded only after lifting the allotted stock & furnishing of 'C' Form

SIGNATURE OF TENDERER

7.5 The KMF on the TENDER Security/Performance Security furnished by the tenderer shall pay no interest.

## **8.0 COMMERCIAL QUOTE:**

8.1 The Tenderer should quote basic **Rate per KG of product plus taxes applicable (2% CST against C form) on Ex-dairy basis.**

8.2 The rate to be quoted in INR (in Rs.).

8.3 Tenderer must quote for minimum of 100 MT of SMP.

## **9.0 FORFEITURE OF EMD:**

9.1 The following acts of omission/commission of the tenderer would lead to Forfeiture of TENDER EMD.

- \* Withdrawal of TENDER during the TENDER validity period
- \* Where the successful tenderer fails to lift the product within the given period
- \* Pre-mature termination of contract for non-performance, or violation of any of the covenants:
- \* In the event of any damage caused either to the property of KMF or its personnel during the performance of the Contract.
- \* Towards adjustment of dues against Penalty, and other losses to KMF.

## **10.0 THE FORMAT & SIGNING OF TENDERS:**

10.1 The tenderer shall prepare and submit the original copy of the Document comprising the tender documents purchased by him.

SIGNATURE OF TENDERER

10.2 The tender documents shall be signed by person/s duly authorized. All the pages of the TENDER documents shall be properly signed by the authorized person/s.

10.3 There shall not be any alterations/interpolation/extrapolation/erasures, except those in accordance with instructions issued by the KMF or as necessary to correct errors made by the tenderer in which case, such corrections shall be initialed by the person/s signing the TENDER. There shall not be overwriting or underwriting in the TENDERS.

#### **11.0 SEALING & MARKING OF TENDERS:**

11.1 The tenderer shall seal the TENDER in an inner and on outer envelope duly marking as '**Tender for purchase of Skimmed Milk Powder**

11.2 The tenderer shall ensure that, the TENDER in properly sealed as specified. The KMF is not responsible for improper sealing of the TENDER document, the documents received with such flaw shall not be considered and will be returned to the tenderer. KMF shall not assume any responsibility for the misplacement of any of the unsecured or improper sealed TENDERS.

#### **12.0 DEADLINE FOR SUBMISSION OF TENDERS:**

12.1 The Tenderer shall ensure that, the TENDERS reach the Director (Marketing) on or before the due date and submission as specified in the TENDER in the manner prescribed.

12.2 KMF reserves the right to extend the due date for the Submission of TENDERS and date of tender. Under such an event the same will be Communicated to all the concerned in advance.

SIGNATURE OF TENDERER

**13.0 LATE TENDERS:**

- 13.1 Any TENDER received beyond the date and time prescribed shall be rejected and returned unopened

**14.0 DETERMINATION OF RESPONSIVENESS:**

- 14.1 On opening of TENDERS after tender, the TENDERS shall be duly scrutinized by the competent authority and determined its Responsiveness.
- 14.2 The TENDER is deemed to be responsive, if it is completed in all respects and in accordance with the guidelines specified in the TENDER documents. Free from all sort of reservations, Counter conditions, interpolation, omission or commission from the tenderer.
- 14.3 Mere submission of TENDERS does not bind the KMF for Consideration. Any contravention/ deviation of the above or any of the covenants would lead to rejection of TENDER, and KMF shall not be under any obligation, as such.

**15.0 TENDER OPENING:**

- 15.1 The Competent Authority or his Representative shall conduct the tender as scheduled in the Tender Notification. Soon after completion of the Tender, the TENDERS/Tender shall be opened in the presence of the authorized representatives, on the same day or any other day.
- 15.2 During the course of TENDER the representative of the Competent Authority shall record the TENDER for Skimmed milk powder and after evaluation of the TENDERS; the highest tenderer will be communicated accordingly.

**16.0 NEGOTIATIONS:**

- 16.1 The Competent authority shall, if find it necessary to negotiate the TENDER; it shall be at the discretion of the Competent Authority. Tenderer is expected to attend such negotiations. However, the TENDER shall be valid for a period of 30 days.

SIGNATURE OF TENDERER

**17.0 AWARD OF CONTRACT:**

- 17.1 The competent authority after evaluation of TENDERS & Tenders, would award the sale to the highest tenderer. However, management reserves the right to accept or reject any or all the offers or accept part of it without assigning any reasons thereof.
- 17.2 The tenderers must lift the stock by making 100% advance payment by way of DD/RTGS within the prescribed period.
- 17.3 The allotment of Unit/ Unions shall be sole discretionary of KMF.

**18.0 PROOF OF ADDRESS OF BUSINESS:**

- 18.1 The tenderer shall produce proper proof for the address of his Residence/ of the address of Business. The Proof shall be any one of the following, copy of Ration Card/ Bank Pass Book/ Telephone Bill/ License for Business/ Registration of Firm, PAN Card etc.,

**19.0 PAYMENTS**

- 19.1 The full payment shall be made as specified at accepted rates within 10 days from the date of issue of sale order and before lifting/taking delivery of the stock of products and it shall be in the form of DEMAND DRAFT / RTGS ONLY in favour of Managing Director, KMF. Under no circumstances, the payment shall be made on a later date.

**20.0 WORKING HOURS**

- 21.1 The Tenderer shall lift entire stocks within 30 days from the date of making payment.

The tenderer is allowed to carry out his product lifting between 10.00 AM to 4.00 PM.

**22.0 TERMINATION OF CONTRACT**

- 22.1 In the normal course of time, the contract is said to be terminated, once the product is lifted as per the terms and conditions. However, the contract is said to be terminated in the following events, as Well:

- \* Where the Tenderer fails to lift the product despite serving notices, within the stipulated time;

SIGNATURE OF TENDERER



- \* Where the Tenderer tries to tarnish the image of KMF or any of its officials either individually or in tandem with the KMF personnel or with fellow tenderers, during the currency of the contract obligations.

### **23.0 FORFEITURE OF SECURITY DEPOSIT/EMD:**

The EMD / Security Deposit shall be liable for forfeiture in case of;

- \* Violation of terms and Conditions of Sale Order.
- \* Towards liquidate/damage caused by the Tenderer or the persons engaged by the Tenderer to the property of KMF while taking delivery of vehicles.
- \* Due to failure to take delivery of the stocks even after issue of final notice and towards the expenditure incurred in making alternative arrangements for its disposal.
- \* Towards penalties imposes for the losses damages and ground rent etc.

### **24.0 GENERAL**

- 24.1 KMF reserves the right to add/delete any of the terms and conditions, without assigning any reason thereof.
- 24.2 KMF reserves the right to finalize the tender rates depending upon the response, in case the quoted rates are too low, KMF may not dispose the stocks.

### **25.0 ARBITRATION**

In the event of arbitration, the decision of Managing Director, KMF shall be final and binding.

### **26.0 JURISDICTIONAL LIMITS**

In the event of any litigation arising out of this Contract, the jurisdictional limit shall be Bangalore City only.

SIGNATURE OF TENDERER

**ANNEXURE - A**  
**Commercial Quote**

Date:.....

To

The Managing Director,  
Karnataka Milk Federation,  
KMF Complex, Dr.MH Marigowda Road,  
Bangalore-29.

Sir,

In response to your Tender Notification **IFT No. KMF/MKT/ 112C/2015-1 Date: 22.03.2016 in Economic Times** News Paper dated 23.03.2016 I/We herewith submit tender in duplicate for the purchase of Skimmed Milk Powder as detailed below for favour of your kind consideration.

A) Enclosed herewith is the EMD in the form of DD/Pay Order No..... date.....for Rs..... Rupees.....only) drawn on ..... Bank in favour of MD,KMF.

B)The rates quoted are as follows:

Sl. No.	Name of the Milk Products	Quantity	Rate quoted basic rates per KG in Fig/Word(excl. of Tax) On Ex-Dairy basis.
1	Skimmed Milk Powder		

The quoted rates are valid for 30 Days from the date of acceptance of tender.

SIGNATURE OF TENDERER

NAME, ADDRESS & TEL.NO.

**ANNEXURE 'B'****DECLARATION**

I / WE HEREBY DECLARE THAT I/WE HAVE READ ALL THE TENDER CONDITIONS AND THE DETAILS OF ANNEXURES ENCLOSED THERE OF, HAVE FULLY UNDERSTOOD THE IMPLICATIONS THERE OF I / WE ALSO DECLARE THAT WE SHALL ADHERE BY THE RULES AND REGULATIONS OF THE KARNATKA MILK FEDERATION STIPULATED IN THE TENDER BOOK. I / WE SHALL MAINTAIN THE OFFICIAL DECORUM AND DISCIPLINE AT THE TIME OF TENDER .

TENDERER SIGNATURE

NAME & POSTAL ADDRESS:

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**ANNEXURE - C****TENDER FOR SALE OF SKIMMED MILK POWDER****SECTION V: SCHEDULE OF REQUIREMENTS OF EMD**

<b>Sl No.</b>	<b>Description</b>	<b>Unit</b>	<b>QUANTITY</b>	<b>E.M.D Rs.</b>
1	Skimmed Milk Powder	25KG BAGS	..... MT	Rs.....

Note: **Minimum quantity** to be quoted for is 100 MT of SMP

SIGNATURE OF TENDERER

CONFIRMATION OF NEGOTIATED RATES:

Date:.....

To

Director (Marketing),  
 Karnataka Milk Federation,  
 KMF Complex, Dr.MH Marigowda Road,  
 Bangalore-29  
 Sir,

I hereby confirm having offered my highest **rate**\* of

1) Rs.....(Rupees.....only)  
 for BIS GRADE SKIMMED MILK POWDER.

.....during tender negotiations conducted in your  
 premises on.....

Thanking you,

Yours faithfully,

( )

Name in Bold letters

( With Firm's Rubber stamp)

From:.....

.....

**Rate\*: rate per kg plus taxes as applicable.**

**ANNEXURE-E****TECHNICAL SPECIFICATIONS FOR BIS SKIMMED MILK POWDER**

Skimmed Milk Powder conforming to IS 13334 (Part-I), 1992 and satisfying the requirements of PFA Act. SMP shall be produced out of fresh milk and packed in 25 Kg Kraft paper bags.

<b>Sl. No.</b>	<b>Characteristic</b>	<b>Skimmed Milk Powder</b>
01	Moisture,% by mass, Max.	4.0
02	Total Solids,% by mass, Min.	96.0
03	Fat, % by mass, Max.	1.5
04	Insolubility Index, Max.	1.5 ml
05	Total ash,% by mass, Max.	8.2
06	Titrateable acidity (as lactic acid), % by mass, Max.	1.5
07	Lactate Content, mg/g,Max	-
08	Scorched particles, Max.	-
09	Total bacterial count Per gm.	50,000
10	Coliform count in 0.1 gm	Nil
11	Staphylococcus aureus in 0.1 gm	-
12	Salmonelia in 25 gm	-
13	Shigella in 25 gm	-

SIGNATURE OF TENDERER