



**THIRUVANANTHAPURAM DAIRY**  
PB.NO.4 AMBALALTHARA, POONTHURA P.O,  
THIRUVANANTHAPURAM-695026  
E-Mail: milmatd@gmail.com, milmatdsp@gmail.com

**Bid Ref. No. 04/TVD/P&S/2023-24**

**TENDER FOR**

**Supply of Big cone Biscuit for ice cream production at  
Thiruvananthapuram Dairy, Ambalathara.**

**2024**

TRCMPU LTD

CONTRACTOR

## BID FORM

1. Registered Name of Bidder :

2. Address :

3. Telephone

i) Land phone :

ii) Mobile :

iii) E-mail :

iv) Fax :

### NOTICE INVITING TENDER

The Unit Head Thiruvananthapuram Dairy Ambalathara, invites online bids from reputed Manufacturers / Authorized dealers for the Supply of Big cone Biscuit at Thiruvananthapuram Dairy.

1.	Tender No. & Date	04/TVD/P&S/2023-24      Date: 13/03/2024
2.	Item of Work	Regular Annual Supply of Big cone Biscuit for ice cream production at Thiruvananthapuram Dairy, Ambalathara.
3.	Specification	Attached
4.	Quantity Required	Attached
5.	Estimated Amount	Rs.46 Lakhs
6.	Earnest Money Deposit	Rs.40,000/- (Rupees Forty Thousand Only)
7.	Bid Submission Fee	Rs.1000/-
8.	Date and Time of Publication of e- tender.	15/03/2024, 1.00 PM
9.	Date of Submission of e-tender	15/03/2024 1.00 PM to 25/03/2024 3.00 PM
10.	Date and time of opening of e-tender	26/03/2024 4.00PM
11.	Place of Opening	Thiruvananthapuram dairy, Ambalathara, Tvm-695026
12.	Bid Validity	12 Months
13.	Delivery period	Within 15 days from the date of Confirmed Order

  
UNIT HEAD  
THIRUVANANTHAPURAM DAIRY  


## Terms & Conditions for e-Procurement

This tender is an e-Tender and is being published online for supplying of **Bigcone Biscuit** as mentioned in the Invitation to bid. The tender is invited in two cover system from the registered and eligible manufacturers / suppliers through e-procurement portal of Government of Kerala (<http://www.etenders.kerala.gov.in>). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal. The tender timeline is available in the critical date section of this tender published in [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in).

### **A) Online Bidders registration process:**

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on [www.cca.gov.in](http://www.cca.gov.in). Once, the DSC is obtained, bidders have to register on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-2577088/188/388 or 0484-2336006, 2332262 or 0497-2764788, 2764188 or 0483-273294 or through e-mail: [etendershelp@kerala.gov.in](mailto:etendershelp@kerala.gov.in) or [helptender@gmail.com](mailto:helptender@gmail.com) for assistance in this regard.

### **B) Online Tender Process:**

The tender process shall consist of the following stages:

- i) **Downloading of tender document:** Tender document will be available for free download on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) from the date & time of publication of e-tender, till the last date & time for online submission of e-tender. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document. Downloading of tender documents will not be possible after the date specified above.
- ii) **Pre-bid meeting:** Refer page 3 of the tender document
- iii) **Publishing of Corrigendum:** All corrigenda shall be published on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) and shall not be available elsewhere.
- iv) **Bid submission:** Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document to [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- v) **Opening of Technical bid and bidder short-listing:** Technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualification. All documents in support of technical qualification shall be submitted online as well as offline within the due date and time. Failure to submit the documents will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- vi) **Opening of financial bids:** Bids of the qualified bidders shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in the critical date section.

C) Documents comprising bid:

i) First Stage (Pre qualification or Technical cover based on 1 cover or 2 cover tender system):

Pre-Qualification or Technical proposal shall contain the scanned copies of the following documents which every bidder has to upload.

- A. Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership or if a joint venture, of each party there to constituting the bidder.
- B. Copies of Sales tax & service tax registration certificate.
- C. Details of experience and past performance of the bidder (or of each party to a joint venture) on works of similar nature, and details of current work in hand and other contractual commitments shall be submitted. Customer's full address, contact persons, contact telephone number and e-mail ID are to be furnished.
- D. The bidder should be in same business as Supplier / manufacturer for which the bid is invited for a minimum period of two years at the time of bid opening.
- E. The bidder's annual financial turnover during any one of the last two years shall not be less than twice the probable quarterly contractual value of the supply.
- F. The bidder shall have completed at least 5 number of similar supply for which this invitation to bid is issued during the last 3 years.
- G. The bidder shall furnish a copy of the Income tax Returns for the previous year in original or certified true copies.

The department doesn't take any responsibility for any technical snag or failure that has taken place during document upload.

ii) The Second Stage (*Financial Cover or as per tender cover system*):

The Bidder shall complete the Price bid as per format given for download along with this tender.

**Note:** - The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

**Fixed price:** Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/variable price quotation will be treated as non-responsive and rejected.

D) Tender Document Fees and Earnest Money Deposit (EMD)

The Bidder shall pay a tender document fee and Earnest Money Deposit or Bid Security as given in the Tender Inviting Notice. The Bid security is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.

**Online Payment modes:** The tender document fees and EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system:

State Bank of India Multi Option Payment System (SBI MOPS Gateway): Bidder are required to avail Internet banking facility in any of the below banks for making tender remittances in e-Procurement system.

<b>A) Internet Banking Options (Retail)</b>			
1	Allahabad Bank	29	Janata Sahakari Bank
2	Axis Bank	30	Karnataka Bank
3	Andhra Bank	31	Karur Vysya Bank
4	Bandan Bank	32	Kodak Mahindra Bank
5	Bank of Bahrain and Kuwait	33	Lakshmi Vilas Bank
6	Bank of Baroda	34	Mehasana urban Co-op Bank
7	Bank of India	35	NKGSB Co-operative Bank
8	Bank of Maharashtra	36	Oriental Bank of Commerce
9	Bassein Catholic Co-operative Bank	37	Punjab and Maharastra Co-operative Bank
10	BNP Paribas	38	Punjab National Bank
11	Canara Bank	39	Punjab and Sind Bank
12	Catholic Syrian Bank	40	RBL Bank
13	Central Bank of India	41	Saraswat Cooperative Bank
14	City Union Bank	42	Shamrao Vithal Cooperative Bank
15	Corporation Bank	43	South Indian Bank
16	Cosmos Bank	44	Standard Chartered Bank
17	DCB Bank	45	State Bank of India
18	Dena Bank	46	Syndicate Bank
19	Deutsche Bank	47	Tamilnadu Mercantile Bank
20	Dhanalaxmi Bank	48	Tamilnadu Cooperative Bank
21	Federal Bank	49	The Kalyan Janatha Sahakari Bank
22	HDFC Bank	50	TJSB Bank(erstwhile Thane Janata Sahakari Bank )
23	ICICI Bank	51	UCO Bank
24	IDBI Bank	52	Union Bank of India
25	Indian Bank	53	Vijaya Bank
26	Indian Overseas Bank	54	YES Bank
27	Indus Ind Bank	55	United Bank of India
28	Jammu & Kashmir Bank		
<b>B) Internet Banking Options (Corporate)</b>			
1	Bank of Baroda	19	Karur Vysya Bank
2	Bank of India	20	Kodak Bank
3	Bank of Maharashtra	21	Lakshmi Vilas Bank
4	BNP Paribas	22	Oriental Bank of Commerce
5	Canara Bank	23	Punjab and Maharastra Coop Bank
6	Catholic Syrian Bank	24	Punjab and Sind Bank
7	City Union Bank	25	Punjab National Bank
8	Corporation Bank	26	RBL Bank

9	Cosmos Bank	27	Shamrao Vithal Cooperative Bank
10	Deutsche Bank	28	South Indian Bank
11	Development Credit Bank	29	State Bank of India
12	Dhanalaxmi Bank	30	Syndicate Bank
13	Federal Bank	31	UCO Bank
14	HDFC Bank	32	Union Bank of India
15	ICICI Bank	33	UPPCL
16	Indian Overseas Bank	34	Vijaya Bank
17	Janata Sahakari Bank	35	Axis Bank
18	Jammu & Kashmir Bank		

During the online bid submission process, bidder shall select SBI MOPS option and submit the page, to view the **terms and condition** page. On furtherer submitting the same, the e-Procurement system will redirect the bidder to MOPS Gateway, where two options, mainly **SBI and other banks\*** will be shown. Here, bidder may proceed as per below.

(a). SBI Account holders shall click **SBI** option to with its Net banking facility, where bidder can enter their internet banking credentials and transfer the tender fee and EMD amount.

(b). Other bank account holders may click **other banks** option t view the bank selection page. Here bidder can select from any of the 54 banks to proceed with its net banking facility, for remitting the tender payments.

\*Transaction charges for other banks vide SBI Letter No. LHO/TVM/AC/2016-17/47- 1% of transaction value subject a minimum of Rs.50/- and maximum of Rs.150/-

Any transaction charges levied while using any of the above modes of online payment has to be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing "Success" during bid opening.

#### E) SUBMISSION PROCESS:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and financial bid online on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) along with online payment of tender document fees and EMD.

For page-by-page instructions on bid submission process, please visit [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) and click "Bidders Manual Kit" link on the home page.

It is necessary to click on "Freeze bid" link/icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/opening during bid opening process.

## SPECIAL TERMS & CONDITION

Thiruvananthapuram Regional Co-operative Milk Producers Union Ltd invites competitive rates for the Supply of **Big cone Biscuit for the production of ice cream** at Thiruvananthapuram Dairy subject to the following terms and conditions.

### 1. **Eligibility and qualification requirements:**

1.1 To be eligible for the award of contract, bidder shall provide satisfactory evidence to the THIRUVANANTHAPURAM DAIRY Ambalathara, Poonthura regarding their eligibility, capacity and adequacy of resources to carry out the contract effectively. To this end all bids submitted shall include the following information.

- a) Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership or if a joint venture, of each party there to constituting the bidder.
- b) Copies of Sales tax & service tax registration certificate.
- c) Details of experience and past performance of the bidder on works of similar nature, and details of current work in hand and other contractual commitments shall be submitted. Customer's full address, contact persons, contact telephone number and e-mail ID are to be furnished.

### 1.2 **For the purpose of this particular contract, bidder should meet the following qualifying criteria as minimum:**

1. The bidder should be in business as Manufacturer / Supplier of **Big cone** for a minimum period of one years at the time of bid opening.
2. Annual financial turnover during the last two years shall not be less than twice the probable quarterly contractual value of the supply.
3. The bidder shall have completed at least 5 order of similar nature for which this invitation to bid is issued during the last 3 years.
4. The bidder shall furnish documentary evidence for the above including copy of Income tax Returns (certified true copies) for the previous two years failure of which will lead to disqualification.

### 2. **Tender Fee & Earnest Money Deposit**

- a) The Tender fee and EMD as given in the invitation to bid shall be accepted through online NEFT transaction through the site [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in).
- b) The EMD of the successful bidder shall be released after the signing of the agreement and submission of performance security.
- c) EMD of the unsuccessful tenderer shall be released after the award of the contract and execution of agreement by the successful tenderer.
- d) No interest shall be paid for the EMD for the period for which it lies in deposit.

**Agreement:** - The successful bidder has to execute a contract agreement on a Kerala stamp paper worth Rs.200/- within 15 days of receipt of order.

### 3. Pricing



Rate shall be quoted for each items.

(The purchase shall be any of the packing depending on the demands from the units)

#### **4. Validity**

The quoted rate should be valid for a period of 12 months from the supply order. Purchase orders will be released from Thiruvananthapuram Dairy in time to time as per their requirements.

#### **5. Delivery**

Required quantity shall be delivered to our dairy at Thiruvananthapuram within 15 days from the date of Purchase order.

#### **6. Liquidated Damage Clause**

If the supplier fails to deliver any or all of the goods or perform the contract within the time period specified in the contract, THIRUVANANTHAPURAM DAIRY Ltd shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to

a. 0.5 % of the unexecuted contract value for each week of delay. The total amount so deducted shall not exceed 5% of the contract value. Once the maximum is reached, we may consider the termination of the contract.

b. Any incidental taxes and levies on account of delay in performance of the contract by the supplier shall be at his account.

However genuine reasons if any will be given due consideration, on production of documentary evidence before operating the liquidated damages clause.

7. **Security deposit:** the supplier should submit a bank guarantee for Rs.10,000/-as security deposit for a period of one year.

#### **8. Delivery Address: -**

- Thiruvananthapuram Dairy, TRCMPU Ltd, Ambalathara, Poonthura PO, Thiruvananthapuram-26 GST No.32 AAAAT9795J3ZV

#### **9. Terms of payment**

100% of the order value shall be released Within 30 working days from concerned Dairy on receipt of items in good condition and quality evaluation.

#### **i. The Tender should be submitted as follows**

##### **Online Cover I**

1. Details of Tender fee and EMD details.
2. Documents to prove the qualifying criteria as mentioned in clause 1 above.
  - Scanned copy of Sales Tax & Service Tax registration certificates.
  - Scanned copy Income Tax returns filed for last two years.
  - Copy of audited P&L statement and Balance Sheet for the past two years.
  - Details of previous executed orders along with address of clients, contact person, contact no, e-mail ID etc.
  - Details of contracts on hand and other contractual commitments.

## Online Cover - II

Price bid in the prescribed form available as BOQ in the website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)

### 3. **Note to Bidders:**

- i) Bidders are advised to note the Tender Id and Tender No. & Date for reference.
- ii) All uploaded documents should contain the signature and the office seal of the bidder/authorized persons.
- iii) The Unit Head, THIRUVANANTHAPURAM DAIRY Ambalathara, is empowered to reject any or all the bids without assigning any reason.
- iv) The THIRUVANANTHAPURAM DAIRY does not blind itself to accept the lowest offer and reserve the right to accept any offer without assigning any reason. The bidders shall not have any claim in this regard.
- v) Hard copies of the documents mentioned under cover 1 and copy of this tender document duly signed on all pages to be submitted within a day or two from the date of opening. Non submission of hard copies by the bidder shall lead to rejection of their offer.

  
UNIT HEAD  
THIRUVANANTHAPURAM DAIRY

## Specification

### Specification of Big cone Biscuit to be supplied:

Big Rolled Cone + Sleeve + Lid (100 ml)

Multi colour printing on Aluminium foil to pack 100 ml cone 16.5 cm length. Top diameter 6 cm laminated metalized foil paper with white interiors as per approved artwork. Multi colour print. Lids with multi colour printing on white back poly coated paper 15 micron thick. Round type 6 cm diameter, 280 GSM thickness. Food Grade Rolled cone with size to fill 100 ml ice-cream, Crispy, dry, sweet and fresh.

Samples will be available in Milma Dairy Thiruvananthapuram for further clarification

Sample of CONE SLEEVE WITH LID (biscuit inserted cone) must be pre-approved before delivery. The Period of Contract shall be 1.04.2024 to 31.03.2025 and be extendable for further 1 year or regular supply.

- Shall provide the MSDS
- Shall meet all the parameters specified in Food Safety and Standards (Food Products Standards and Food Additives) Regulations and Food Safety and Standards (Packaging and Labelling) Regulations
- Shall submit lab test results of the product by an external NABL accredited laboratory in a frequency and specification mentioned in FSSAI Regulations.

## GENERAL TERMS & CONDITIONS

### **1. Inspection:**

The Big cone Biscuit under the purview of your supply WOULD be inspected by our technical experts at our works before payment process.

### **2. Dispatch Instructions:**

The materials are to be dispatched by the mode of transport specified in the order. All consignments should be dispatched on freight paid basis irrespective of price basis.

### **3. Insurance**

You shall have to arrange all transit risk insurance, warehouse to warehouse basis including storage risk coverage for a period of 1 months from the date of arrival of goods at destination for the items to be supplied by you. In the event of any damage to / loss of consignment in transit, it will be your responsibility to lodge necessary claims with the carriers / underwriters and pursue them till settlement. The stipulated delivery time given in the Purchase Order is the essence of this contract. You must therefore, strictly adhere to the delivery schedule mentioned in the Order.

### **5. Demurrage**

You shall bear and reimburse to us full demurrage if any, paid by reason of delay on your part in forwarding the original dispatch documents at the destination mentioned in the Purchase Order.

### **6. Rejection:**

We reserve the right to reject the goods either in part or full if at the time of delivery, if it is noticed that the goods supplied do not conform to the specifications / description given in the Purchase Order. The rejection, if any, will be intimated to you in writing within a reasonable time. You will be liable to replace the rejected goods within the stipulated time.

### **7. Submission of Bills :**

Bills in triplicate stating therein our Purchase Order reference along with necessary copies of Dispatch documents are to be sent to the respective Office.

### **8. Cancellation of Contract**

We shall be free to cancel our order either in part or full, in the case of non-delivery of material / non-completion of installation within the stipulated delivery period or breach of any of the clauses mentioned herein. Consequential losses if any, on account of our getting installation done or obtaining supplies from alternative sources besides payment of higher price shall be recovered from you.

### **9. Force Majeure**

The terms and conditions mutually agreed upon shall be subject to Force Majeure Clause. Neither the supplier nor the purchaser shall be considered in default in performance of his / their obligations here under if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic accident, fire, wind, flood, earthquake or because of any law order proclamation, regulation or ordinance of any Government or of any act of God or any other cause whether of 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 obligations by a state of Force Majeure lasting continuously for a period of six months, the two parties should consult each other regarding the future implementation of the contract / purchase order.

### **10. Arbitration**

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.

### **11. Jurisdiction**

THIRUVANANTHAPURAM (KERALA) Only

## **FORM OF AGREEMENT**

(On Non-Judicial Stamp Paper of Rs.200/-)

THIS AGREEMENT made on the \_\_\_ day of \_\_\_\_, 20\_\_ between the Thiruvananthapuram Dairy Ambalathara, poonthura p.o, Thiruvananthapuram 695026 (hereinafter referred to as "the THIRUVANANTHAPURAM DAIRY ") of the one part and of \_\_\_\_\_ (hereinafter referred to as "the Contractor") of the other part:

WHEREAS the THIRUVANANTHAPURAM DAIRY is desirous that certain goods and ancillary Services should be provided by the Contractor, viz. \_\_\_\_\_ and has accepted a bid submitted by the Contractor in response to the THIRUVANANTHAPURAM DAIRY 's Bidding Document Reference No. \_\_\_\_\_ for the supply of those goods and services in the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) hereinafter referred to as "the Contract Price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- In this agreement words and expressions shall have the same meaning as in the Terms & Conditions in the above-referred Tender Document.
- The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

The offer and the price schedule (BOQ) submitted by the Contractor:

- (a) The schedule of requirement and the technical specifications in Bidding Document.
- (b) The terms and conditions in Bidding Document:
- (c) The THIRUVANANTHAPURAM DAIRY's Order No. \_\_\_\_\_ dated \_\_\_\_\_.

- In consideration of the payments to be made by the THIRUVANANTHAPURAM DAIRY to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the THIRUVANANTHAPURAM DAIRY to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the THIRUVANANTHAPURAM DAIRY's Order and Bidding Document.
- The THIRUVANANTHAPURAM DAIRY hereby covenants to pay the Contractor in consideration of the provision of the Goods and Services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the Order at the times and in the manner prescribed in the order and Bidding Document.

IN WITNESS whereof the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed and delivered  
for and on behalf of the within  
named contractor of the other part

Signed, sealed and delivered  
for and on behalf of the within  
named  
Thiruvananthapuram Dairy

CONTRACTOR.

MANAGING DIRECTOR  
Thiruvananthapuram Dairy

In the presence of witness

1. Signature  
Name and address

1. Signature  
Name and address

2. Signature  
Name and address

2. Signature  
Name and address