



**KERALA CO - OPERATIVE
MILK MARKETING FEDERATION LIMITED
MILMA BHAVAN, PATTOM P.O., THIRUVANANTHAPURAM- 695 004**

No. KCMMF: PUR: MOLS: 2025(1)

**TENDER CUM AUCTION FOR SUPPLY OF GRADE I MOLASSES
FOR
CATTLE FEED PLANTS AT MALAMPUZHA**

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

Tel: 0471 – 2786-415 to 416, e-mail:purchase@milma.com

KCMMF:PUR:MOLS:2025(1)

20.01.2025

E TENDER CUM AUCTION NOTICE

E-tender cum auction are invited from bonafide suppliers for supply of Grade A Molasses; (as per IS: 1162–1958) for the requirement at Cattle Feed Plant, Malampuzha, Palakkad Dist (**1000 MT**). Tender details can be downloaded from www.etenders.kerala.gov.in.

The uploading of the tender in www.etenders.kerala.gov.in starts from **20.01.2025**. The last date for submission of offer through e-Tender will be **31.01.2025 at 1400 hrs** (Bidders are requested to **verify the details of the date and timing**, once again, to confirm its correctness, in website www.etenders.kerala.gov.in where prescribed data are shown). Technical bid will be opened after 24 hrs of bid closer. Price bid will be opened only after verification of technical document.

E-auction will be done after opening of financial bid for a duration of 30 minutes. The same will be intimated to the bidders concerned by e-mail/ mobile as prescribed in the NIT uploaded by the bidder.

The Managing Director reserves the right to accept or reject any tender without assigning any reason thereof. The bidders shall download the tender form in the web site; www.etenders.kerala.gov.in and submit your offer in the prescribed form, duly filling the rates and other particulars. The scanned copy of the filled Tender form (Annexure I) in pdf version to be uploaded in Cover prescribed in e-tender site. The data called for under Technical Bid shall be uploaded in Cover II prescribed for Technical Bid.

The tenderer should duly sign with seal on all the pages of the tender documents before scanning and uploading. Tenderers alone will be responsible for submission of defective tenders and such tenders are liable to be summarily rejected.

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

Sd/-

MANAGING DIRECTOR

TENDER FORM (Annexure I)

1	Registered Name of Tenderer	
2	Address (complete address shall be provided)	Office Address Residence Address (permanent)
3	Details (phone No, Mobile, e-mail, GST No)	Land phone : Mobile : E mail : GST No: PAN No :
4	Source of supply to CFP, Pattanakad (Name and Address of sugar mill) :	

Name, Signature and Seal of the Bidder.

TERMS AND CONDITIONS FOR THE SUPPLY OF MOLASSES TO CATTLE FEED PLANT AT MALAMPUZHA, PALAKKAD DIST.

1. General Terms and Conditions

- a. Tenders are invited through **e-Tender cum auction** from Sugar Mill owners/suppliers of molasses with sound financial background for supply of molasses to our cattle feed plant at Malampuzha in Palakkad dist.
- b. The Tenderer is expected to study and understand all instructions, terms & conditions in the tender document.
- c. Interested tenders may obtain further information from Manager (Purchase), KCMMF, Trivandrum.
- d. The offer shall be valid for a period of three months or till completion of the work, whichever is later from the date of tender opening. Conditional tenders are liable to be rejected. Tentative schedule for commencement of delivery of Molasses shall be within a period of 30 days from the date of order placed. The entire quantity ordered must be delivered within another 60 days.
- e. The offer should be uploaded in the BOQ of e-tender site in the format given. Bidders are requested to upload the details asked under Techno-Commercial Bid (Sl.No 5) below along with supporting documentary proof in Technical Bid Cover II .Those who found to be eligible as per the details given in the Technical Bid, showing their credential adequate to execute the contract only will become eligible for accepting the price bid. In the case of price bid of bidders those who are found to be ineligible as per the data given in Technical Bid or by virtue of their past record in executing the assigned contracts, if any, given to them earlier, the decision on acceptance/opening of such bids lies with Federation and no claim/dispute of whatsoever manner on the same will be entertained. The rates quoted should be only in Indian Currency. Tender rates, in any other currency will be rejected.
- f. **Tenders will be accepted only through www.etenders.kerala.gov.in**
- g. After the opening of the tender, once the offer submitted is accepted, the successful bidder will be given the purchase order to commence the supply of the material within 30 days from the date of the order.
- h. If any Tenderer withdraws the offer made before tender finalization work, they are liable to be blacklisted for

participating in the future similar tenders floated by Federation.

- i. The final acceptance of the tenders rests entirely with the Managing Director, Kerala Cooperative Milk Marketing Federation Ltd, who does not bind himself to accept the lowest or any tender.
- j. The successful bidder should execute an agreement on Kerala Stamp paper worth Rs. 200/- in the prescribed format after receipt of the order.

2. **Tender Fee & EMD:**

(a) **Tender fee : Rs 2360/- (Rupees Two thousand Three hundred and Sixty only) Inclusive of all taxes. The bidder must sent the same on line while submitting the Bid through e-tender site.**

(b) **An E.M.D of Rs 50,000/- (Rupees Fifty Thousand only)** has to be remitted on line, as specified in the tender portal. EMD shall not carry any interest and returned to the tenderer, if his tender is not accepted. The EMD of the successful bidder shall be returned with 10 days time, after satisfactory completion of the contract and settling their final settlement of bills.

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

4. Insurance: The goods supplied under 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.

5. Techno-Commercial Bid. Bidders are requested to upload the following details also along with supporting documentary proof in Technical Bid Cover II.

The bid shall contain the following

- i) Particulars like
 - (a) Organization set up Financial Status, Activities of the company/firm.

- (b) List of customers to whom molasses has been supplied during the previous three years.
- (c) Copies of orders (minimum 2 orders) received from reputed firms as proof of experience.
- (d) Attested copies of partnership deed with amendments if any.
- (e) Registration of the firm/Memorandum and articles of Association of Company.
- (f) Copy of G S T Registration Certificate.
- (g) Copy of PAN Card.

6. Sampling & Quality Assurance.

- (a) The supplier has to supply molasses as per specification.
- (b) The successful supplier has to ensure that the supplies made against the order confirms to the specifications as mentioned above. The successful supplier has to replace supplies made if in the opinion of KCMMF is not of acceptable quality. Molasses if rejected has to be taken back by the suppliers at their cost. In case of failure of the successful supplier to replace the rejected supplies, KCMMF reserves the right to procure the items from other sources, at the risk and cost of the successful supplier. The decision of KCMMF in this regard shall be final and binding on the successful supplier.

7. Scope of Work

- a. Total quantity of molasses shall be **1000 MT** (Thousand only) for Cattle Feed Plant Malampuzha.
- b. Once No Objection Certificate (NOC) is obtained from the Commissioner of Excise, Government of Kerala (either as a single NOC for the entire quantity for each Plant or for a portion of the same in different spells), it is the responsibility of the Supplier to liaison with all departments concerned outside the State of Kerala, if any for obtaining approval/clearances/orders etc. as per the rules, procedures and other requirement and lift the allotted/ordered quantity of molasses within the currency of the No Objection Certificate issued by the Commissioner of Excise, Government of Kerala or as per the approval issued by competent authorities, obtain necessary road permit (if required) for Transport of molasses to the destinations as indicated in point (a) above.
- c. If the source declared in the tender is altered after placing the order and the NOC has already been received for the declared source by the supplier by this time, NOC so collected shall be returned to the respective plant immediately (with in

maximum three days time) and the NOC for the new source of supply will be delivered subsequently only for which the supplier shall give valid reasons for change in source of supply.

- d. In consultation with the Plant, supplier shall arrange to take delivery of samples from the supplying sugar factories/source and sealed samples shall be delivered to our Cattle Feed Plant. The molasses actually received will be analyzed at our factory and if any undue difference is found in the quality, the Supplier will be held responsible and suitable amount together with penalty will be recovered from the Supplier and the decision of the Managing Director in this regard will be final and binding on the Supplier.
- e. The work involves taking delivery of Molasses from the Sugar Factories/Location of Storage of molasses in clean tankers after completion of necessary formalities required at Place of origin State, transporting the same to our factory as quickly as possible and unloading the same. No transshipment of Molasses en-route will be permitted. Trucks meant for carrying LSHD/Naphtha/other inflammable products, tar, chemicals etc must not be used for transportation of Molasses.
- f. On filling up of molasses at source, it must be ensured that the inlet, outlet of the tanker is properly secured and sealed and it must be ensured that the consignment is delivered without tampering the quantity or quality of molasses in the tanker. **Tanker without seal will not be accepted and molasses received in tanker without proper sealing will be rejected.**
- g. On completion of the work or approval period, relevant documents which are to be returned to competent authorities at Sourcing State or at Kerala must be returned by the supplier without fail within a maximum of 7 (seven) days and obtain necessary acknowledgment, which in turn must be submitted to the concerned KCMMF Cattle Feed Plant. All documents which the Supplier possesses by virtue of representation on behalf of KCMMF, must be forwarded to concerned KCMMF Cattle Feed Plant within 10 (days) of completion of the work or approval period. Any failure to comply with the above can be interpreted as a breach of contractual obligation.

8. Name and address of the Consignee

The Manager,
 KCMMF Ltd., Cattle Feed Plant,
 Malampuzha,
 Palakkad Dist, GST No: 32AAAAK5375M6ZB,
 Contact No: 0491 2816301,326
 Mob No: 6282751067, 9400844613
 e-mail ID : cfm@milma.com , cfmstore@milma.com

9. Commercial Terms and Conditions

- (a) The Net weight recorded at the Plant Weigh Bridge shall be taken as the weight of Molasses received for calculating the amount payable.
- (b) The quantity shown in the invoice cum gate pass or the quantity actually received whichever is less alone will be accounted for calculating the amount payable.
- (c) The rate is to be quoted on per MT basis on FOR respective Plant basis. The supplier should furnish the breakup of the cost on per MT basis indicating **Price of Molasses including Taxes, Duties, Administrative charges etc and Transportation and allied expenses later for effecting the payment.** The service tax on transportation charges will be borne by KCMMF.
- (d) The rates quoted shall remain firm if diesel price remains as such.
- (d) **The quality of Molasses shall be A grade type and the brix value should not be below 84% (truck sample). Truck wise sample will be taken and Rebate will be imposed in truck wise on fractional basis, for any deviation in brix value below 84% on total quoted rate of molasses (rate of molasses including transportation).**

Rebate System for the purchase of Molasses

Quality Parameter -		Density in Degrees of Brix(on per point basis)		
From %	To %	% Rebate Premium	Rebate in Status	Inc. PO
0.000	84.000	-	%Minimum	Yes
83.999	83.000	1	% Accept	Yes
82.999	82.000	2	% Accept	Yes
81.999	81.000	3	% Accept	Yes
80.999	80.000	4	% Accept	Yes
79.999	79.000	5	% Accept	Yes
78.999	0.000	100	% Buyers Option	Yes

(f) The rate quoted shall be inclusive of all taxes and duties, transit insurance charges and all incidental charges if any to be incurred for obtaining release order, transit permit, excise passes, loading, unloading etc. wherever and whenever required.

(g) Income Tax, Entry tax and other statutory payments if any due to the Central and or State Government or any other institutions/bodies based on the contract shall be borne by Supplier and will be recovered from the Supplier's bill. However Service Tax on transportation charges will be borne by KCMMF.

(h) The charges paid if any, by the Supplier for loading the material at the place of dispatch shall be paid by the Supplier and such payment shall not be reimbursed by KCMMF Ltd.

(i) KCMMF Ltd will be entitled to deduct directly from the bills to be paid to The Supplier any sum or sums paid by KCMMF Ltd and which sum or sums KCMMF Ltd is required to pay as a Principal employer on account of The Supplier's default in respect of all liabilities and obligations.

(j) The Supplier shall at his own expenses comply with all labor and industrial laws and such other acts and statutes and regulations as may be applicable to him in respect of his employees, workmen, and casual workmen employed/engaged by him in connection with the work of KCMMF LTD.

(k) The bills shall be presented in quadruplicate and shall bear the details of the company from which the Molasses was lifted, their invoice No., quantity in Metric Tons received at Plant, Truck No., Rate per Metric Ton and Amount claimed. The bills shall be addressed to The Manager, Cattle Feed Plant, KCMMF Ltd, Malampuzha.

(1) The Supplier shall be liable to reimburse to KCMMF Ltd and keep fully indemnified KCMMF Ltd against all actions, claims, demands, cost, charges and expenses whatsoever arising out of or in connection with any damages caused to storage Tank/godowns, property, fixtures of the Plant, or to the properties or goods of KCMMF Ltd or KCMMF Ltd's Clearing and Forwarding Agents, Customers and any third parties as a result of anything done or omitted to be done by the Supplier or his agents, employees and workmen.

10. PAYMENT TERMS: 80% of the cost of other charges including transportation shall be released within 15 days on submission of bills against the supply of each 250 MT. Any amount due to the plant including rebate will be recovered/has to be paid by the bidder.

11. Special Conditions of the contract

(a) **Award of Contract:** KCMMF has the right to award or not to award entire quantity or partial quantity to bidders based on merit. KCMMF prefers multiple suppliers at a time to ensure uninterrupted supply of Molasses as the requirement is time bounded. In such case, quoted rates of all the suppliers will be considered. Weightage will be given to the lowest bidder.

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

Scenario 2- L2 bidder reduces their rates to match the L1, 60% order on L1 and 40% to the L2 bidder. If L2 bidder is not willing to match up with L1rate, then L3, L4 respectively will be considered for the above. Standby supplier also will be maintained.

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

(b) All particulars required by KCMMF such as full postal address of the supplier, Name of the contact person, Telephone/Mobile Numbers, particular of Molasses available - quantity, quality - month and year of production, ownership, litigation if any on the stock and other relevant particulars should be submitted by the bidder before finalization of contract.

(c) Non supply of Molasses as per schedule can lead to blacklisting of the bidder and forfeiture of EMD or any amount due to him/them.

(d) The Supplier should ensure receipt of the loads at our Plants between 8.00 A.M. and 5 P.M.

(e) Actual wastage subject to a maximum of 1% will be allowed towards wastages in transit. The Supplier is liable to make good the losses if any occurred in transit over and above the allowable limit at such rate as may be fixed by the Managing Director. The transit wastages will be taken, tanker-wise. Subject to the wastage as indicated, the Supplier will be responsible to deliver the exact quantity and quality of molasses taken delivery from the supplying factory.

(f) The Supplier should place sufficient number of clean tankers at the Sugar Mills for the dispatch of Molasses to Cattle Feed Plants. If such tankers are not provided and if there is any delay in dispatch of Molasses the contract is likely to be terminated.

(g) If it is found that trucks meant for carrying LSHD/Naphtha/other inflammable products, tar, chemicals etc are used for transportation of Molasses, payment shall be withheld for quantity of Molasses so brought in and penalty will be charged at a rate fixed by the Managing Director. His decision will be final in this regard.

(h) All the formalities are to be completed and the entire quantity of Molasses delivered within stipulated period as mentioned in the orders issued by competent authorities.

(i) The unloading point is at the Molasses tank. Unless otherwise specified the Molasses shall be unloaded only at this point.

(j) A representative of the Supplier shall be present at the Loading and unloading points to ensure speedy and trouble free loading and unloading.

(k) The individual trucks bringing in the Molasses shall be accompanied by gate pass cum invoice and weighment slip from the sugar mills concerned, without which the Trucks will be denied entry.

(l) The Supplier shall do, execute, keep, carry out and perform all ancillary and incidental service and operations as may be necessary for the purpose of this contract or as may be directed by KCMMF Ltd from time to time.

(m) The Supplier shall observe rules as may be formulated from time to time by KCMMF Ltd in order to maintain smooth operation and harmonious relationship among the various personnel of KCMMF Ltd., that of the Supplier and that of customers, nominees, representatives or agents of KCMMF Ltd.

(n) Smoking inside the Plant/Warehouse or other storage places is prohibited. The Supplier shall enforce strict discipline and ensure that The Supplier and his agents, employees or workmen do not violate any of the Rules of discipline or smoke in any of the aforesaid places. The Supplier shall be responsible for any loss or damage which may result due to any fire arising out of smoking by the Supplier or by any of The Supplier's agents, employees or workmen or by violation of any of the Rules of discipline by any of them.

(o) The Supplier shall on instructions of KCMMF Ltd remove any worker or person employed, if in the opinion of KCMMF Ltd he is not a fit person to be retained on the work.

(p) The Supplier shall be fully responsible for the safety of his employees workmen, nominees representatives or agents and any claim for compensation by them or by any person for accidents or otherwise caused or occasioned by anything done or omitted to be done by the Supplier shall be payable exclusively by The Supplier and KCMMF Ltd shall not in any way be responsible or answerable for any such claims for compensation against the Supplier by his employees, workmen, representatives, nominees, agents or any person whomsoever and The Supplier hereby undertakes to indemnify KCMMF Ltd against all such claims.

(q) For all works under his contract, The Supplier will employ his workmen and none of the workmen employed by the Supplier under this Contract are KCMMF's workmen or under KCMMF's contract or supervision, and the Supplier and not KCMMF Ltd will be liable for all claims of such workmen under their terms of employment, or under any statutes relating to wages, compensation, ESI contributions, Provident Fund, medical insurance, retirement or other benefits, bonus, compensation for injuries, loss of earning capacity or on any other account whatsoever, now or hereafter payable to them. The Supplier undertakes to observe and perform all statutory regulations and obligations relating to the employment or such workmen. The Supplier is liable and responsible for all claims for loss, damages or injury caused to any person, whether his employee or otherwise in the execution and performance of this contract and such liability on his part extends to any claims for loss, damages or injury occurring in the performance of this contract by the Supplier by any person, whether a workmen, visitor, licensee, sub-Supplier or his employee or otherwise.

(r) The Supplier indemnifies KCMMF Ltd, and every staff member, Officer, nominee, representative, agent or any other employee of KCMMF Ltd against all the actions, claims demands, cost charges and expenses whatsoever arising out of or in connection with the matters referred to in the preceding clauses. The Supplier shall be liable to reimburse KCMMF Ltd and keeps fully indemnified KCMMF Ltd against all the actions, claims, procedure, demands, cost, charges, expenses which KCMMF Ltd and keeps fully indemnified KCMMF Ltd against all the actions, claims, procedure, demands, cost, charges, expenses which KCMMF Ltd may have to incur or suffer on account of act, omission, causing damage to property/fixtures of the Plant, godowns belonging to KCMMF Ltd or its Agents/Customers etc. or from default by The Supplier under any of the preceding clauses.

(s) The Supplier shall not assign or give sub-contract of the work awarded to him by KCMMF Ltd.

(t) If the Supplier fails to do, perform, render, execute, fulfill, keep, carry out, discharge or handle any, each and every of his work, services, obligations, responsibilities and liabilities hereunder, KCMMF Ltd shall at its option be entitled to terminate the contract awarded to the Supplier hereunder at his risk, cost, consequences and without any prior notice or reference to him, without prejudice to KCMMF Ltd's rights, and without involving KCMMF Ltd in any liability in that regard, In such an event, KCMMF Ltd shall be entitled to make alternative arrangements for getting the work and services awarded to the Supplier hereunder carried out for KCMMF Ltd and the Supplier will be liable to make good to KCMMF Ltd loss, damages and cost which KCMMF Ltd, may have to suffer or bear as result of its having to make such alternative arrangements.

(u) Any alternation in the composition or constitution of the Supplier and events like death/resignation or Partner/Director shall be notified to the Managing Director, KCMMF Ltd within 24 hours of the event. In such situations, KCMMF Ltd reserves the right to terminate or continue the contract or to require the Supplier/Survivor to produce such documents or to conform with such formalities for continuing the work, as KCMMF Ltd deems fit.

(v) Indemnity: The Contractor shall have to indemnify and also keep indemnify the KCMMF, Trivandrum against any or all damages caused to KCMMF and arising from any omission or commission defaults etc for which KCMMF shall not be responsible in any manner what so ever.

(w) Managing Director reserves the right to accept or reject any tender/s without assigning any reasons thereof. Managing Director also reserves the right to reduce the total quantity for which the tender is floated, at the time of issuing the purchase order without assigning any reasons thereof. All disputes are subject to Thiruvananthapuram jurisdiction.

Sd/

MANAGING DIRECTOR