



KERALA CO-OPERATIVE MILK MARKETING FEDERATION LTD.
CATTLE FEED PLANT, PATTANAKKAD P.O ,
CHERTHALA,ALAPPUZHA- 688 531

Phone: 0478 2831122,2831112

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GST No:

32AAAK5375MIZG

BID REF No: 01: CFP: MKTG/813/ TC - 2025

TENDER FOR THE TRANSPORTATION CONTRACT OF CATTLE FEED
FROM CATTLE FEED PLANT, PATTANAKKAD P.O, CHERTHALA,
ALAPPUZHA,
DISTRICT TO VARIOUS DESTINATIONS

BID FORM

2025

BIDDER DETAILS		
1.	Name of Bidder	
2.	Address for communication	Office Address: Permanent Address:
3.	Contact Telephone No.	Land Phone: Mobile (Whatsapp No.) : Email:

POINTS BIDDERS SHALL BEAR IN MIND

BIDS ARE INVITED IN ACCORDANCE WITH E-TENDER PROCEDURES OF GOVT OF KERALA.

- i. BIDS NOT ACCOMPANIED BY BID SECURITY (EARNEST MONEY DEPOSIT) WILL BE SUMMARILY REJECTED.
- ii. NON-COMPLIANCE WITH EVEN A MINOR TECHNICAL REQUIREMENT IF ANY SHALL BE SPECIFICALLY STATED BY THE BIDDERS IN THE TECHNICAL DEVIATION STATEMENT.
- iii. BIDDERS SHALL FURNISH THEIR COMPLETE ADDRESS FOR THE PURPOSE OF FURTHER CORRESPONDENCE PERTAINING TO BIDDING DOCUMENT.
- iv. NEGLIGENCE OF THE BIDDER IN PREPARING BID CONFERS NO RIGHT TO WITHDRAW THE BID AFTER IT WAS OPENED.
- v. TERMS & CONDITIONS, SCHEDULES/CLAUSES, ANNEXURES ETC. OF BIDDING DOCUMENT CONSTITUTE AN INTEGRAL PART OF THE BID.
- vi. ALL THE BIDS, ALONG WITH ENCLOSURES SHALL BE IN ENGLISH ONLY.
- vii. IN THE CASE OF TECHNICAL BID, ALL THE BIDDERS SHALL UPLOAD DATA IN THE GIVEN FORMATS ALONG WITH THE SCANNED COPIES OF REQUIRED DOCUMENTS IN TECHNICAL BID COVER. BIDDERS SHALL ALSO SUBMIT A SET OF THE SAME AS DETAILED IN CLAUSE 4 & 25. RATE FOR TRANSPORTATION IN EACH CATEGORY SHALL BE UPLOADED IN PRICE BID COVER ONLY AND MANUAL SUBMISSION OF THIS DATA IS NOT PERMITTED.
- viii. BIDS SHALL BE KEPT VALID FOR ACCEPTANCE FOR A PERIOD OF 60 DAYS FROM THE DAY BID IS OPENED. **(Rate shall be quoted on the basis of high speed diesel price prevailing on 16.06.2025 and will be revised as per clause No.31.06 of the Technical Bid)**
- ix. THE BIDDING DOCUMENT SHALL BE GOVERNED AND INTERPRETED ACCORDING TO THE LAWS OF THE UNION OF INDIA. MANAGING DIRECTOR, KERALA CO-OPERATIVE MILK MARKETING FEDERATION LTD RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS WITHOUT ANY EXPLANATION TO BIDDERS.

BIDDERS ARE REQUESTED TO SUBMIT THEIR OFFER IN TWO COVER SYSTEM

1. TECHNICAL BID

2.

ORIGINAL OF ALL THE DOCUMENTS REQUESTED IN THE TENDER SHALL BE SUBMITTED IF REQUIRED BY US.

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KERALA COOPERATIVE MILK MARKETING FEDERATION LTD
MILMA, CATTLE FEED PLANT, PATTANAKKAD, ALAPPUZHA - 688 531

No: 01: CFP: MKTG/813/ TC - 2025

Date: 05.06.2025

E - TENDER NOTICE

Tender for transportation of cattle feed from Milma Cattle Feed Plant, Pattanakkad

Kerala Co-operative Milk Marketing Federation Limited (MILMA), Cattle Feed Plant, Pattanakkad invites Technical cum Price bids from eligible transport contractors for the daily transportation of cattle feed from our cattle feed plant located at Pattanakkad in Alappuzha District and from other outsourcing stations anywhere in Kerala or other southern states to various destinations in Kerala for a period of **ONE** year from **01.08.2025** or from the date of award of contract. Our daily movement of cattle feed would be about 15 to 20 truck loads from CFP and other outsourcing stations together. **(This tender document is for Cattle Feed Plant, Pattanakkad, Alappuzha only. Bids shall be submitted through the e-tender portal for Government of Kerala www.etenders.kerala.gov.in).** The bid shall be submitted in two-cover system consisting of technical bid and price bid. The price bid of those who qualify in the technical bid only will be opened.

This Tender is being called for **THREE** categories of cattle feed transportation namely **ZONE - A, ZONE - B and ZONE - C**. Detailed terms and conditions, scope of work etc. as indicated in the invitation to bid are contained in the bidding document of the above work. Interested eligible Bidders may obtain further informations from the office of Manager, Cattle Feed Plant, Pattanakkad, Alappuzha District.

1	Bid Reference	No: 01 :CFP: MKTG/813/ TC - 2025
2	Price of Tender Document	Rs.1180/- (Inclusive of GST)
3	EMD	Rs. 1,00,000/- (Rupees One Lakh only)
4	Document download start date	On 16.06.2025, 6 PM onwards
5	Pre-bid meeting date	On 20.06.2025, @ 3 PM, Venue - CFP, Pattanakkad
6	Clarification on Bidding Documents	Up to 28.06.2025, till 4 PM
7	Bid submission start date	From 16.06.2025, 6 PM onwards
8	Bid submission closing date	Up to 28.06.2025, 6 PM
9	Hard copy submission closing date	30.06.2025, 10 AM
10	Date & Time of opening Tender	30.06.2025, @ 11 AM, venue - at CFP, Pattanakkad
11	Address for communication	Manager, Milma, Cattle Feed Plant, Pattanakkad,, Phone: 0478 -2831112, 2831122 Email: cfp@milma.com , cfpmktg@milma.com
12	Bid Validity	60 days from the date of opening of Financial bid
13	Tender Document download	Can be downloaded from the website www.etenders.kerala.gov.in

All bids must be accompanied by Bid security (EMD) and tender fee as specified in the E-tender notice. Tender details can also be seen in our web site **www.milma.com**

GENERAL TERMS AND CONDITIONS FOR E-TENDER

This tender is an e-Tender and is being published online for the Transportation of cattle feed from Milma Cattle Feed Plant, Pattanakkad and from its Outsourcing stations. The tender is invited in two cover system from eligible transport contractors through e-procurement portal of Government of Kerala (<https://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.

A) Online Bidder 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. Once, the DSC is obtained, bidders have to register on 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, 2577188, 2577388 or 0484 - 2336006, 2332262 - through email: etendershelp@kerala.gov.in 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. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii) **Publishing of Corrigendum:** All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.
- iii) **Bid submission:** Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on www.etenders.kerala.gov.in. No manual submission of Price bid is allowed and manual bids shall not be accepted under any circumstances.
- iv) **Opening of Technical Bid and Bidder short-listing:** The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- v) **Opening of Financial Bids:** Bids of the technically qualified bidder's shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

A). Documents Comprising Bid:

(i). The First Stage (Pre-Qualification or Technical Bid 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:

- Refer clause No.27
- Checklist on page No. 33

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 enter the item rate in the respective column of BOQ and upload the same in the Price Bid cover for each category of transportation envisaged. The rate particulars that to be entered in BOQ and uploaded in the Price Bid cover in line with each district and each category of activities are shown in Part II – Zone wise Distribution Categories in Page 37 to 40 for bidder's guidance.

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

B). Tender Document Fees and Earnest Money Deposit (EMD)

The Bidder shall pay, a tender document fee of **Rs. 1,180/-** (Inclusive of 18% GST) and Earnest Money Deposit or Bid Security of **Rs. 1,00,000/-**. The Bid security is required to protect CFPM against risk of Bidder's conduct, which would warrant the forfeiture of bid security.

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

- State Bank of India (SBI) Internet Banking:** If a bidder has a SBI internet banking account, then, during the online bid submission process, bidder shall select SBI option and then select Internet banking option. The e-Procurement system will re- direct the bidder to SBI's internet banking page where he can enter his internet banking credentials and transfer the tender document fee and EMD amount.

- ii. **National Electronic Fund Transfer (NEFT)** If a bidder holds bank account in a different bank, then, during the online bid submission process, bidder shall select NEFT option. An online remittance form would be generated, which the bidder can use for transferring amount through NEFT either by using internet banking of his bank or visiting nearest branch of his bank. After obtaining the successful transaction receipt no., the bidder has to update the same in e-Procurement system for completing the process of bid submission. Bidder should only use the details given in the Remittance form for making a NEFT payment otherwise payment would result in failure in e-Procurement system.

As NEFT payment status confirmation is not received by e-Procurement system on a real-time basis, bidders are advised to exercise NEFT mode of payment option at least 48 hours prior to the last date and time of bid submission to avoid any payment issues.

NEFT payment should be done according to following guidelines:

- i. **Single transaction for remitting Tender document fee and EMD:** Bidder should ensure that tender document fee and EMD are remitted as one single transaction.
- ii. **Account number as per Remittance Form only:** Account no. entered during NEFT remittance at any bank counter or during adding beneficiary account in Internet banking site should be the same as it appears in the remittance form generated for that particular bid by the e-Procurement system. Bidder should ensure that tender document fee and EMD are remitted only to the account number given in the Remittance form provided by e-Procurement system for that particular tender.

Bidders must ensure that the banker inputs the Account Number (which is case sensitive) as displayed in the Remittance form. No additional information like bidder name, company name, etc. should be entered in the account no. column along with account no. for NEFT remittance.

- iii. **Only NEFT/RTGS Remittance Allowed:** Account to Account transfers, State Bank Group Transfers (GRPT) or Cash payments are not allowed and are treated as invalid mode of payments. Bidder must ensure that the banker does NEFT transaction only irrespective of the amount and specially instruct the banks not to convert the payment type to RTGS or GRPT.
- iv. **Amount as per Remittance form:** Bidder should ensure that the amount being remitted is neither less nor higher than the amount shown in remittance form.
- v. **UTR Number:** Bidders should ensure that the remittance confirmation (UTR number) received after NEFT transfer should be updated as it is, in the e-Procurement system for tracking the payment.

- vi. **One Remittance Form per Bidder and per Bid:** The remittance form provided by e-Procurement system shall be valid for that particular bidder and bid and should not be re-used for any other tender or bid or by any other bidder.

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.

C). **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 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 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.

PART - I: TECHNICAL BID

Terms and Conditions for the Cattle Feed Transportation Contract by Road

1.0 DEFINITIONS

- ❖ **"CFP"** shall mean Milma Cattle Feed Plant, Pattanakkad.
- ❖ **"Bidder"** shall mean and include the person or persons, firm or company with whom the contract has been made for transport operation of cattle feed including their heirs, executors, administrators, successors and their authorized person, as the case may be.
- ❖ **"Contract"** shall mean and include the notice inviting tender, the invitation to tender incorporating the instruction to tender, the tender documents, its annexures and schedules, acceptance of tender, agreement and such general and special conditions as may be added to it as and when required, for the smooth functioning of transportation of Cattle Feed by road.
- ❖ **"Transporter"** shall mean the successful Bidder whose bid the Federation accepts for the aforesaid work.

- ❖ **“Cattle Feed”** shall mean Feed and feed supplements manufactured, processed or packed at our Milma Cattle Feed Plant, Pattanakkad and Custom Packing Stations at Kerala, Tamil Nadu, Andhra, Telengana and Karnataka.
- ❖ **“Manager”** shall mean the Manager of Milma Cattle Feed Plant, Pattanakkad.
- ❖ **“Plant”** shall mean Milma Cattle Feed Plant at Pattanakkad.
- ❖ **“Federation /KCMMF”** shall mean Kerala Co-operative Milk Marketing Federation Limited.
- ❖ **“ZONE - A” Distribution Category** means the area of cattle feed distribution comprising of seven districts namely Trivandrum, Kollam, Pathanamthitta, Idukki, Alappuzha, Kottayam and Ernakulam.
- ❖ **“ZONE - B” Distribution Category** means the area of cattle feed distribution comprising of seven districts namely Thrissur, Palakkad, Malappuram, Kozhikkod, Wayanad, Kannur, Kasargode.
- ❖ **“ZONE - C” Distribution Category** means the area of cattle feed distribution comprising of our Outsourcing points anywhere in Kerala, Tamil Nadu, Andhra, Telengana and Karnataka.
- ❖ **“Sales Return Feed”** means the quality complaint feed or damaged feed as certified that need to be taken back from the societies/dealers/Govt. farms and Institutions etc. to CFP.
- ❖ **“Distance”** means the range of distance (in kilometer) to be covered by a loaded truck for the Cattle Feed distribution as assigned by the Manager, CFP.
- ❖ **“Clubbed Indents”** means pooling cattle feed bags of either single or different variants in loads for distribution to multiple customer ends as approved by authorized officer of the unit.
- ❖ **“Promised trucks”** - refers to the specific vehicle agreed to be placed for loading of consignments during the fag end of operations.
- ❖ **“Billed consignments”** refer to a collection of requirements of cattle feed for distribution through transporter raising invoice for individual delivery specifying value, truck no. and other dispatch details.
- ❖ **“Priority/Emergency”** the consignments required to be urgently moved for distribution within 24 hours from the time of written intimation to the transporter.
- ❖ **“Delivery mismatch”** means wrong supply of goods to destinations/customers against the bills raised.
- ❖ **“Transit damage”** - damage of goods due to negligent transport including transportation through unfit vehicles, wet platforms, torn tarpaulins, wetting in between deliveries, unloading during mild/strong rain or any other factors that negatively affects quality of goods.
- ❖ **“Interested Parties”**- Include those entities directly or indirectly associated with the unit that are part and parcel of the business system.
- ❖ **“Multiple deliveries”** -distribution of goods in excess of that assigned for normal purpose.

2.00 APPLICATION, TERMS AND CONDITIONS

- 2.01 Notwithstanding anything to the contrary contained in the bid the transporters and the contract shall be governed entirely by the terms and conditions herein stipulated.

3.00 Period of Contract:

The contract shall be for the period **from 01.08.2025** and shall be **valid up to 31.07.2026** or such other date as may be decided by CFP. However, CFP may at its discretion either extend the tenure of the contract for such further periods as may be mutually agreed upon on the same terms and conditions based on the current performance or terminate the contract before the stipulated period on any of the grounds hereinafter mentioned.

4.00 Applying for the Bid:

The bids shall be submitted at the Kerala Government e-tender portal on or before **28.06.2025, 6 PM**. Hard copy of the Technical bid duly signed by the Bidder on all pages shall be submitted at the Office of the Manager, Milma Cattle Feed Plant, Pattanakkad on or before **30.06.2025, 10 AM**. (The successful bidder shall also submit a copy of the tender document duly signed on all pages along with the acknowledgement for the work order issued by the CFP).

5.00 Rate quoting:

The rates quoted shall be only in Indian Currency. Bid rates in any other currency are liable for rejection.

6.00 Bid validity:

The rates shall be considered firm for acceptance for 60 sixty days from the date of financial bid opening. Conditional bids are liable to be rejected.

7.00 Application Fee and EMD payment:

The bidder shall furnish as part of his bid, bid security (Earnest Money Deposit) an amount of **Rs. 1,00,000/-** through online NEFT transaction. Any bid not accompanied by an acceptable bid security hereof shall be rejected by CFP as non-responsive. The bid security of the unsuccessful bidders will be refunded as promptly as possible, not later than 30 days after the expiry of the period of bid validity as prescribed in this document through online NEFT transaction. The Tender document fee of **Rs.1,180/-** also needs to be remitted online and this amount is non-refundable. The Earnest money deposit of the successful bidder will be adjusted with the total security deposit to be remitted while execution of agreement. No interest will be paid for Earnest Money deposited.

8.00 Description of our modus operandi of Cattle Feed Distribution:

Our daily movement of cattle feed would be about 15 - 20 loads from CFP excluding Outstations (during exigency situations only) together, which may vary according to the requirement. . The clubbing of truck loads for transportation is categorized as follows for our convenience.

- (1). ZONE – A Distribution Category
- (2). ZONE – B Distribution Category
- (3). ZONE – C Distribution Category

- 8.01 ZONE – A Distribution Category means the area of cattle feed distribution comprising of seven districts namely Trivandrum, Kollam, Pathanamthitta, Idukki, Alappuzha, Kottayam and Ernakulam.
- 8.02 ZONE – B Distribution category means the area of cattle feed distribution comprising of seven districts namely Thrissur, Palakkad, Malappuram, Kozhikode, Wayanad, Kannur and Kasargod
- 8.03 ZONE – C Distribution Category means the area of cattle feed distribution comprising of our Outsourcing points anywhere in Kerala, Tamil Nadu, Andhra, Telengana and Karnataka.
- 8.04 Of the above distribution categories, ZONE – A distribution category will only be operated on daily basis, whereas ZONE – B and ZONE - C distribution categories will be operated on our need base only. Hence the bidder shall ensure a minimum of 15-20 road worthy trucks on ready availability/need basis for ZONE - A distribution category on daily basis. Maximum trucks shall be placed for loading in the forenoon itself and failure in placing trucks later to expiry of the time of loading leading to unsuccessful transportation will attract penalty as per various clauses cited.
- 8.05 Similarly suitable no. of vehicle shall be arranged for the transportation of damaged/complaint feed as and when need arises within the stipulated time period. If not done, either suitable arrangement will be done for clearing the complaint bags from societies by us at your risk & cost or MRP of feed will be recovered from the subsequent transportation bill.
- 8.06 The pool of 15-20 trucks for ZONE - A distribution category as mentioned in clause 8.04 shall constitute trucks of the following capacities.
- 5 trucks of maximum carrying capacity of 21 MT,
5 trucks of maximum carrying capacity of 16 MT,
6 trucks of maximum carrying capacity of 11 MT,
3 truck of 5 MT carrying capacity and
1 truck of 1 MT carrying capacity on daily basis
- and extra trucks as per suitable capacities and requirement on demand.

The transporting contractor shall make available the required no. of trucks of small capacity (5 MT/1MT) and submit quotes on /MT/KM basis for each slab.

*(Vehicles namely, Backhoe loaders / Tankers / Tractors / Tippers / LPG Cylinder Carriers / JCBs / Hydraulic excavators / Containers / Container trailers and Carriers without platform are not permitted for transporting cattle feed).

- 8.07 For ZONE – B and ZONE - C distribution categories, trucks shall be arranged based on the capacity requirements and number as indented by us, as and when the need arises.

9.00 Opening of Tender:

Bids will be opened at the time and date as specified in the NIT. However the specified date and time of opening of tender can be modified issuing a corrigendum to this effect in the portal, if necessary. It shall be the duty of prospective bidder to refer the web portal continuously for any corrigendum etc. to the tender.

- 9.01 Bidders are not required to be present during the tender opening to witness the process. But the bidder shall be at liberty to be present either in person or through an authorized representative. The authorized representative shall furnish the authorization letter duly executed by the bidder.

- 9.02 The Technical evaluation of all the tenders will be taken up as per the information furnished by the Bidder. But evaluation of the tender does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action shall be taken against the bidder. Failure to comply with the requirements of any paragraph or any clauses of the tender shall render the tender incomplete which is liable for rejection.

- 9.03 Any interlineations, erasures or overwriting made on the scanned copy shall be valid only if the person or persons signing the Tender authenticate the same by full signature.

- 9.04 After technical evaluation of the tender and selection of the technically qualified Bidders, the financial bids of the technically qualified bidders only shall be opened (online) on the due date and time of opening to be notified after technical bid evaluation. However, Financial Bid will not be opened in case of single bid, either before technical evaluation or after technical evaluation. In such case fresh tender shall be floated. Similarly if the rates quoted are found to be exorbitantly high then KCMMF will go for retender.

- 9.05 Tenders for this contract will be assessed in accordance with the Least Cost Based Selection (LCBS) system. All the tenders will be evaluated on the basis of the eligibility criteria. The L1 bidder will be the preferred bidder for each district under each category. Simply quoting of lowest rate does not confer any right for selection of the bidder at the rate quoted. KCMMF reserves the right either to negotiate

further with the lowest bidder or to have cross negotiation with all the qualified bidders, if required, to finalize the feasible rate for transport operation.

- 9.06 Quoting of same rates (L1 only) by more than one bidder could be construed as an exceptional circumstance. In such cases, all the bidders who have quoted the same lowest rates shall be called for and one more chance will be given for on spot quoting for rate finalization. If still not finalized even after second chance, decision will be taken through a transparent lottery system where all bidders will remain present.

10.00 Forfeiture of EMD and Black Listing of L1 Bidder for Non acceptance of Tender:

If any Bidder withdraws from his bid before the expiry of 60 days from the date of financial bid opening, the Earnest money deposited by him will be forfeited. If any party who are L1 bidder, and then up on finalization, refused to accept the tender, he/she will not be eligible to participate in future/further tenders in addition to the forfeiting of EMD.

11.00 Acceptance of Tender:

The final acceptance of the bids rests entirely with the Managing Director, Kerala Co-operative Milk Marketing Federation Limited, who does not bind himself to accept the lowest or any bid. Acceptance of tender shall be communicated through the portal. The successful bidder shall be intimated about the acceptance of his / her tender by a letter or e-mail.

12.00 Failure to fulfill of Contract:

In case where a successful Bidder after having made partial transportation fails to fulfill the contract in full, all or any of the materials not transported may, at the discretion of the CFP, be transported by means of another bid/quotation or by negotiation or from the next higher Bidder who had offered to transport and the loss, if any, caused to the CFP shall together with such sums as may be fixed by the CFP towards damages be recovered from the defaulting Bidder.

13.00 Action for insolvency or breach of Contract:

In case the contractor becomes insolvent or goes into liquidation, or makes, or proposes to make any assignment for the benefit of his creditors for the settlement of his debts, or carries 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 Transporter shall commit any act of insolvency or in case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to damages amounting to the whole of his security deposits, the contract shall there upon, after notice given by the CFP to the contractor, be determined and the CFP may complete the contract in such time and manner and by such persons as the CFP shall think fit. But such determination of the Contract shall be without any prejudice to any right or remedy, of the CFP against the contractor or his sureties in respect of any breach of contract thereto committed by the Transporter. All expenses and damages

caused to the CFP any breach of contract by the Transporter shall be paid by him to the CFP and may be recovered from his pending bills/security deposits/any other means.

14.00 Corrupt Practices:

Any attempt on the part of the Bidders or their agents to influence the CFP / Federation in any manner in their favor will disqualify the Bid. Any bribe, commission, or advantage offered or promised by or on behalf, of the bidder to any officer or servant of the KCMMF shall (in addition to any criminal liability which the bidder may incur) debar his tender from being considered. Canvassing, in any form, on the part or on behalf of the bidder shall also make his tender liable for rejection. Also during the contract period, any bribe, commission, gift or advantage given, promised or offered by or on behalf of the contractor or any one of their partners / Directors / Agents or servant or any one-else on their behalf to any officer, servant, representative or agent of the KCMMF or any person on his or their behalf for showing or for bearing favour or disfavour to any person in relation to the contract, shall be subject to the cancellation of this contract or any other contract with KCMMF also to payment any loss or damage resulting from such cancellation by the contractor.

15.00 Definition and Classification of Bidders:

- (a) Bidders are classified as follows:
- i. The Goods transport agency is registered under GST and availing input tax credit.
 - ii. The Goods transport agency is registered under GST but not availing input tax credit.
 - iii. The Transporter is not registered under GST but falling under the category of Goods transport agency (GTA) as per GST Act.

The bidders who come under the classifications (i) and (ii) have to quote the rate INCLUSIVE of GST.

The bidders who come under the classification (iii) have to quote the rate EXCLUDING GST.

However GST as applicable under RCM (Reverse Charge Mechanism) will be added to the quoted rate for comparison and tender finalization purpose.

- (b) The rates quoted for transportation of cattle feed shall be on per MT per KM basis for each district under ZONE – A distribution category, on per MT per District basis for under ZONE – B and on per MT per KM basis for each distance slab as mentioned under ZONE – C distribution category. The loading charges at the Plant will be borne by the Plant. However, other incidental expenses (Kettukooli etc. if any) shall be paid by the contractor directly to the crews involved and that CFP has no obligation of any sort in this regard. The loading charges are under revision and once finalized increase in Kettukooli rates will be applicable.

- i. In case of Feed supply to Government Farms, the transporter will arrange to pay the unloading charges at the destination point and claim reimbursement from the Plant as is being practiced at present. The necessary proof for the charges so paid shall be authenticated by the officer concerned of the Farm as a proof for the payment.

16.00 Vehicle Loading:

The cattle feed bagged/packed in any unit size at the discretion of the CFP shall be loaded on the Vehicle, whatever be the height of the stack or the load involved and no claim regarding the load and or stack involved will be entertained.

17.00 Feed distribution / destination points:

The contractor shall arrange to load and deliver consignments in parts at different destinations. However, such destinations, either Dealer's Go-down or Milk Producers' Co-operative Societies, shall be up to 6 (six) per trip for 11 MT capacity truck, up to 8 (eight) per trip for 16 MT capacity truck and up to 10 (Ten) per trip for 21 MT capacity truck or as directed by the Manager, CFP. In the event of any additional destinations over and above, an additional amount paid per destination will be allowed as follows.

Additional Destinations	Rate / additional destination
7 to 11 in a 11 MT truck	Rs.150
9 to 13 in a 16 MT truck	Rs.200
11 to 15 in a 21 MT truck	Rs.250
12 to 16 in a 11 MT truck	Rs.300
14 to 18 in a 16 MT truck	Rs.400
16 to 20 in a 21 MT truck	Rs.500

In spite of the above if the transporter declines to move goods citing issues related to extra delivery, penalty as per clauses cited 30.08 will applied.

18.00 Transportation Damaged /complaint/ sales return goods

Once communication has been received for transporting damaged/Complaint/sales return feed from any district the transporter shall arrange suitable vehicle to shift the consignment within the allowed timeframe as per the direction of authorized officials. The transporter must lift such consignments within the allowed timeframe or else MRP of the Feed Bags/Goods will applied as penalty.

19.00 Rate Quotation / Financial Bid Format:

In case a full load of feed is delivered in parts at different points, such portions shall be deemed to have been transported from the plants to the respective destinations, and the rates applicable shall be corresponding to the respective zone classification in case of load lifted from CFP Pattanakkad. The rate quotation formats are as given below:

19.01 For ZONE - A:

1. Rate shall be quoted for trucks with carrying capacity 11 MT / 16MT /21 MT for cattle feed transportation in /MT/KM basis for each district.
2. Rates shall be quoted individually for 5 MT and 1 MT capacity vehicles against each distance slab per district in /MT/KM basis for feed transportation in each district.

CATEGORY : A1 -(11 MT/16MT/21 MT CAPACITY)

District	Rate/MT/KM (in Rs.)
Alappuzha	
Kollam	
Trivandrum	
Pathanamthitta	
Idukki	
Kottayam	
Ernakulam	

A2:- Rates shall be quoted for 5 MT/1MT capacity vehicles against each distance slab per district for feed transportation

District	Distance Slabs		
	Distance (in KM)	Rate / MT/KM For 5MT (in Rupees)	Rate / MT/KM For 1MT (in Rupees)
Alappuzha Kollam Trivandrum Pathanamthitta Idukki Kottayam Ernakulam	0 to 50		
	51 to 150		
	151 and above		

19.02 For ZONE - B: Rate per MT for entire district

1.	Thrissur District
2.	Palakkad District
3.	Malappuram District
4.	Kozhikode District
5.	Wayanad District
6.	Kannur District
7.	Kasargod District

19.03 For ZONE - C:

In case of Outsourcing stations anywhere in Kerala, Tamil Nadu, Karnataka, Andhra and Telengana, the rate shall be with respect to the distance range and is as follows (in Rupees -/MT/KM):

Distance Range	Rate /MT/ KM
Upto 250 km
251 km to 350 km
351 km to 450 km
451 km to 550 km
551 km to 700 km
Above 700 km

19.04 Transportation of Damaged /complaint/ sales return goods

Lowest rates quoted for 1 MT capacity vehicles against each distance slab in /MT/KM basis for feed transportation will be applicable for transportation of Damaged /complaint/ sales return goods.

20.00 The rates quoted in the Price Bid shall be entered clearly both in figures and words. Bidder shall quote for all the above three categories of transportation without skipping any, failing which the financial bid will be considered disqualified.

21.00 Mode of calculation of transportation charges:

The mode of calculation of the transportation charges subject to the increment/decrement based on HSD price increase/decrease as given in the Annexure - I. The contractor is liable to transport feed to anywhere in Kerala from CFP, Pattanakkad and if necessary from CFM, Malampuzha and the rates accepted will be applicable to the corresponding zones.

22.00 Engagement of Wholesale Distributors

In spite of approving Transportation Contract and awarding contract to the eligible bidder for any district under the scope of cattle feed distribution fixed through tender process, if the sales volume for the district is found not appreciable due to non timely

delivery of Goods or due to any other reasons identified by the Management, Manager CFP with the concurrence of Managing Director holds the right to appoint wholesale distributors in any district without assigning any reason to the transportation contractor during the course of operation and the right to move goods in the district will be entrusted with the wholesale dealer. However, if the Wholesaler discontinues the dealership within the period, the transport contractor shall arrange to continue distribution to meet customer demand without leveling any arguments.

23.00 Termination of Contract:

If the Transporter fails to carry out the work entrusted or place sufficient number of trucks (either large or small) at the disposal of the Manager, CFP for the dispatch of cattle feed to various destinations in the State of Kerala (refer Clause 8.06). If such trucks are not provided and if there is any undue delay in dispatch of feed affecting our sales and reputation, action will be taken to terminate the contract. In case CFP wish to carry out the transportation of the feed to any of the destination through alternative means during the period of this contract, such destination will be deleted from the scope of the respective transporting contractor after giving one month's notice.

24.00 Termination Notice:

If the Transporter fails to carry out the work entrusted, the Manager may terminate his services after serving a show cause notice and obtaining a reply. Dispatch of the show cause notice by Registered Post to the address given by the Transporter shall be sufficient proof of the serving of notice whether it has actually been delivered or not. Also, if no reply is received within 10 (ten) days from the date of such notice, it will be assumed that the Transporter has no reply to give and action will be taken accordingly (refer Clause 23.00).

25.00 Documents required for technical bid evaluation:

The technical bid shall be uploaded in e-tender and a copy of the bid document from page No. 1 to Page No. 40 duly sealed and signed by the bidder shall be forwarded to the Manager, Cattle Feed Plant, Pattanakkad within the time limit as specified under Clause 4.00. Attested copies of the following documents should be uploaded along with the Technical Bid to satisfy the minimum qualifying criteria . Originals should be produced when demanded.

- 25.01**
- (A). Details of document fee & EMD remitted online**
 - (B). Technical bid shall include PAN Card copy**
 - (C). GST registration details if registered under GST act**
 - (D). Signed and sealed Technical bid document to be uploaded
(From Page 1 to Page 40)**

TECHNICAL BIDS WITHOUT RELEVANT DETAILS FOR (A), (B), (C) & (D) AS MENTIONED ABOVE WILL BE CONSIDERED AS NON-RESPONSIVE AND

HENCE WILL BE REJECTED.

26.00 Applicant Eligibility:

Employees of the Federation and Regional Unions, their relatives, APCOS under Regional Unions and their associates are not eligible to participate in the bid and bids if submitted without prior disclosure of their above identity by them will be rejected.

27.00 Submission of original documents:

Bidders are requested to produce the originals of all the documents mentioned vide clause 25.01, for verification at the time of scrutiny after bid opening by intimation from CFP on a specified date, failing which the bid will be rejected and the EMD will be forfeited.

28.00 Acceptance of special conditions:

Special conditions, if any of Bidders attached with the bid will not be applicable to contract unless they are expressly accepted in writing by CFP.

29.00 Only the person authorized in the above mentioned deed shall sign the bid documents.

30.00 Scope of Work:

The scope of obligations and various operations required to be carried out by the transporter in terms of this Contract shall include but not be limited to the following.

30.01 The Transporter shall transport the Cattle Feed of CFP in the trucks of good condition from CFP and or other storage places to those destinations as assigned by CFP.

30.02 The Bidder shall provide and put into operation such number of trucks for the transportation and movement of CFP Cattle Feed as may be required by the CFP (refer Clause 8.00). Each such truck shall be manned with a driver holding appropriate and valid license, and a cleaner, both of whom shall have sufficient experience in transportation work involving large quantities. No truck drivers shall be permitted to receive any indents directly.

30.03 For the purpose of loading the Cattle Feed to be transported into the trucks of the Transporter at the dispatching points and for the purpose of unloading at the destinations, the Transporter shall place the trucks in appropriate position so as to facilitate loading and unloading operations, smoothly, as may be required by the CFP/its Clearing and Forwarding agents from time to time and at any time. The Transporter should build up proper rapport with the authorities and avoid detention of Lorries in his own interest. No claim of the Transporter on account of detention charges, whether at loading or at unloading point, will be entertained by the CFP under any circumstances.

- 30.04 The Transporter shall do, keep, carry out, perform, execute and fulfill such other works and operations as determined by the CFP to be incidental or ancillary to or necessary for the doing, keeping carrying out, performance, execution and fulfillment of its obligations in terms hereof.
- 30.05 The Transporter shall do, execute, keep, carry out and perform all its obligations and operations effectively and promptly, and under the supervision, direction and control of the Manager, Cattle Feed Plant or such other authorities nominated by the Federation for the purpose from time to time and at any time.
- 30.06 The Transporter shall ensure that its agencies, employees and labourers are efficient, prompt and properly trained in the various transport operations for the sake of smooth, efficient, proper and prompt movement of the Cattle Feed of the CFP without any disturbance or interruptions of whatsoever nature in fulfilling its obligations towards smooth and prompt transport.
- 30.07 The Transporter shall authorize a responsible Representative, who shall be available over phone/approachable in person whenever needed for various transport operations. The Representative shall receive and fully comply with all reasonable and proper instructions in this regard from the Manager, CFP or his authorized representatives so nominated and named by the CFP / Federation for the purpose from time to time and at any time.
- 30.08
- (a) While the transportation contract for 2025-26 has been called for with the motive to arrange delivery of cattle feed to indented customers in time based manner minimizing delay to the maximum extent failures arriving on various accounts in accomplishing the goal of the Federation established to be on the part of the transportation contractor will attract penalties as detailed. The bidder on whom the contract has been finalized agrees to abide by the same and effect delivery of goods within the shortest time from the time of exit of vehicles from the factory premises as stated.
 - (b) In the event of the transport contractor failing to clear the indents placed by CFP within the stipulated time, the unit will arrange to move the goods at transporters risk and cost by hiring vehicles from outside at the prevailing market rate or the rate available on exigency and debit the cost for the same from the bill of the transporter following approved procedures and that no further claims of the transporter will be entertained. The decision of Manager, Cattle Feed Plant, Pattanakad is final and binding in this regard.
 - (c) Failure to provide required number of trucks to move the indents ads will incur a penalty of Rs.200 per ton if not transported within 3rd day of receipt of indent and Rs.250/-per ton if not dispatched within 4th day of receiving the indent. The pending indent report will be mailed by the authorized officer in charge of marketing section and intimated to the transporter by 5 PM every day.
 - (d) Failure to provide trucks to maintain priority/emergency/billed consignment will incur spot penalty of Rs.2000 per truck for the day and Rs.1000 per hour from 10 am of the next working day till the trucks are placed. For such cases ,emergency intimation

will be given to the transporter in advance .

- (e) Supplying consignments against indents/delivery mismatch will incur penalty of Rs.250/bag per destination if not rectified within 24 hours from the date of receipt of complaint intimated by the authorized marketing official.
- (f) In case of shortage of bags reported on the day of delivery by the customers the MRP with incidental costs if any will be deducted.
- (g) In case of improper transit and damage reported within 10 days by the customers, actual liability based on damage as fixed by the manager ,CFP will be deducted. In such cases, the penalty fixed will be based inspection report of the authorized officer from Quality Assurance department.
- (h) In case of damage to company's properties or to that of interested parties will incur penalty of the actual liability .These issues must be settled through compensation within 30 days from the date of incident .
- (i) Delay in supply for each delivery from time of gate pass exceeding notified hours will incur penalty of Rs.100 per hour after allowable time frame.

For districts Alappuzha/Kottayam/Ernakulam-24 hours

Kollam/Pathanamthitta/Idukki/Trivandrum-48hours

Thrissur/Palakkad/Malappuarm/kozhikode-48 hours

Kannur/Wayanad/Kasargod-60 hours.

- 30.09 The transporter shall acknowledge the receipt of Cattle Feed from the Plant on the copy of the invoice to the consignee at the time of dispatch of Cattle Feed from the Plant.
- 30.10 Strikes by Transporter's workmen owing to any dispute with the Transporter pertaining to wages or otherwise will not be deemed to be a reason beyond the Transporter's control for determining default under this Agreement.
- 30.11 The Transporter will be responsible and liable for the Cattle Feed once he has taken delivery of it at the dispatching point till such time as he delivers it to the designated consignee at the destination. **The Transporter shall ensure that no hooks are used while handling the bags and shall take adequate steps and necessary precautions for safe handling of bags to avoid damage to bags and wastage of the product as well as any loss in transit. It shall be the Transporter's responsibility to provide required number of tarpaulins to protect the stocks in transit until the Cattle Feed is handed over to the consignees at the destination. Transporter shall ensure that the vehicle platforms are leakage/ seepage proof before loading especially during rainy season so as to protect cattle feed from getting wet damage.**

Losses or damage if any, arising to the Cattle feed on any account whatsoever while in his custody/transit would be recovered from the Transporter

- 30.12 No transshipment is permitted en route without prior permission of the Manager, CFP.

- 30.13 No definite volume of work to be performed can be guaranteed during the currency of the contract. However, some general informations can be gathered /furnished during pre-bid meeting and up to clarifications period as per tender. Such informations are intended merely to give the bidder an idea of the approximate quantum of work so as to help in making their own assessment for quoting the rates in accordance with the conditions of the Contract. It should be clearly understood that no guarantee is given that the approximate work volume as mentioned during discussion will be required to be performed as it subject to variation depending upon the market trend and the requirement during the contract period.

31.00 Terms of Payment

- 31.01 In consideration of the Transporter doing, fulfilling, keeping carrying out, performing and discharging his obligations and liabilities hereunder in terms hereof and in time and manner satisfactory to the CFP, the CFP shall pay to the Transporter the transportation charges at the rates approved by Federation. All payments will be made by local Bank cheque/RTGS at Pattanakkad.
- 31.02 The Invoice for transportation should be submitted to The Manager, CFP, Pattanakkad for the periods as mentioned below:
From 1st to 10th of the month - To be submitted before 20th of that month.
From 11th to 20th of the month - To be submitted before end of the month.
From 21st to end of the month - Before 10th of the succeeding month.
- 31.03 The invoice should be accompanied by the acknowledgement from the consignee as mentioned under Special Conditions (Clause 33.03).
- 31.04 Payment of the invoice will be released within 15 (fifteen) days from the date of submission of invoice with acknowledgement slip from the consignee. However, for the invoice without acknowledgement slip from the consignee, 80% of the invoice value will be made and the balance will be settled only after receipt of the acknowledgement slip from the consignee. No other mode of advance will be paid to the Transporter.
- 31.05 Respective acknowledgement slips with valid seal and signature from consignee shall be submitted within 30 days of receiving the 80% advance of the respective period bills for our verification and scrutiny purpose. If not, appropriate deductions will be done in the future advance payments subject to the discretion of Manager, CFP.
- 31.06 The rates accepted and approved by the Federation for CFP shall be firm for the entire period of the Contract. Increase or decrease in the transport rates due to increase /decrease in the price of high speed diesel will be applicable as given in ANNEXURE II.
- 31.07 The increase/decrease in contract rates will be calculated in this proportion. For statutory increase in diesel price, if any, during the interim period between the

submission of bid and acceptance thereof, the above formula will be applicable. For the purpose of this clause, the price of diesel prevailing at the place where the CFP is located shall form the basis. No separate escalation for any increase in the rate of engine oil/spares/tyres will be considered.

The diesel price changes is to be informed in writing daily, along with the scanned photocopy of the diesel bills authenticated with signature, date and seal of the transporter in a specified format furnished along with the work order. On account of amendment of HSD Price revision by Central Govt. to the daily pricing system, the rate revision shall be made applicable after considering the average rate of increase/decrease of diesel in every 10 days cycle and revision shall be effected from the succeeding day for the actual amount of increase/decrease in proportion to the rate per MT for every Re. 1 (One Rupee) increase/decrease of Diesel price, as mentioned above. With respect to ZONE - A, ZONE B and ZONE - C the revision formula applicable will be at the rate of 2 (two) paise per MT per km for one rupee revision in diesel price per litre. The increase / decrease in contract rates will be calculated in this proportion. (i.e.) if the diesel price change is only Re.0.50 per litre the transport rate will be revised by 1.00 (one) paise per MT per km.

- 31.08 The distance of transportation of the cattle feed from the dispatching points to the specified destinations for the purpose of payment (with respect to ZONE - A, ZONE B and ZONE - C Distribution Category) shall be determined by the CFP. In determining such distances the CFP may take into consideration and compare standards adopted by and distance fixed and approved by the State Government or State Transport Authority or such other authority or Institution which may be available and shall adopt whichever is shortest and feasible. **The distance so determined by the Manager, CFP shall be binding on the Transporter and shall not be open to any question by the Transporter.**

The distance chart indicating the distances to various destinations /Societies will be provided from the Plant, which will form as a part of the contract. This will be the approved chart for the distance to various destinations /societies, based on which payment will be released to the Transporter. Hence the transporter shall quote the rates after being well acquainted with the prevailing conditions such as conditions of the roads, ghat roads, inaccessible pockets, natural barriers, transport operation within a specified time, number of destinations to be covered, quantity of stock to be transported etc. The bidder has also to assess the requirement to utilize small vehicles for transportation of stock in areas where heavy vehicles cannot operate and during the restriction time of movement of heavy vehicles inside the restricted area.

- 31.09 The distances respective to shortest routes will be reviewed adequately in a year and road distance updating, if required will be done in the system with effect from the date from which the variation became effective. It is the responsibility of the transporter to monitor concurrently, whether any change is taking place in the actual road distance from the approved road distance chart, due to construction of new roads, bypass roads, new bridges etc. and such changes in actual distance shall be immediately informed in writing to the Manager, CFP for making necessary changes in the approved road distance chart updated in the system. Even when

there is no change in the actual road distance from the approved road distance chart, the transporter shall furnish a quarterly statement in writing to the Manager, CFP from the date of operation of contract that there is no change in the actual road distance from the approved road distance chart, issued to the contractor.

- 31.10 In the case of feed dispatched from Outsourcing station to the destinations in Kerala, after raising the invoice from the plant, the shortest possible/feasible route distance of transportation from the Outsourcing station to the respective destinations shall only be reckoned, as per the trip actually made by the truck through the shortest possible/feasible road connecting the Outsourcing station and the respective destinations. Longer distances covered by the truck on travel made through any alternate route or claim for higher distance between the sending and receiving point will not be considered under normal cases and in similar case, if any, for billing may be considered only on exceptional cases for which the successful Bidder must submit genuine reasons in writing to verify such case for its genuineness and for approval.
- 31.11 The Cattle Feed to be transported may be in 50/40/25 kg (net) or as may be decided by Federation from time to time in Jute/HDPE Bags or corrugated Carton or any smaller or larger packing of Jute/HDPE bags or corrugated cartons or in PP Plastic buckets. The weight of the Cattle Feed transported to the specified destinations for the purpose of payment shall be on the basis of actual net weight as marked on the bags/cartons/plastic buckets. Such weight shall be binding on the Transporters and shall not be open to any question by the Transporter.
- 31.12 The Transporter shall include Toll charges/Entry Tax or any other duties whenever necessary and required under the statutory Rules and Regulations in the rates quoted by him. The Transporter shall ensure fully that no interruption or avoidable delay in the transportation and movement of the Cattle Feed would be caused on account of non-payment of Octroi or any other charges to municipal, local or other authorities, if applicable.

32.00 Security Deposit

32.01 The successful bidder shall have to deposit with the CFPT a Security Deposit as follows:

	District	Security deposit by bank transfer or DD	Bank Guarantee or DD
1	Thiruvananthapuram	Rs. 5 Lakhs each	Rs. 5 Lakhs each
2	Kollam/Pathanamthitta /Alappuzha	Rs. 4 Lakhs each	Rs. 5 Lakhs each
3	Idukki	Rs. 3 Lakhs each	Rs. 3 Lakhs each
4	Ernakulam/Kottayam	Rs. 2 Lakhs each	Rs. 2 Lakhs each
5	For Zone B/Zone C	Rs. 2 Lakhs each	Rs. 2 Lakhs each

If any bidder is qualified for more than one district maximum Security Deposit and Bank Guarantee should be fixed at **Rs.5 Lakhs each**. The Earnest Money of **Rs.1,00,000/-** furnished by the Bidder can also be adjusted towards Security Deposit on request.

- 32.02 The successful bidder shall provide a further Security either as Demand Draft or in the form of an irrevocable, unconditional, without recourse to drawers Bank Guarantee from a Nationalized/Scheduled/New Generation Bank in the Proforma prescribed by the CFPT approved by the Federation. This Guarantee shall cover all contingencies of failure or neglect that may arise at any time on the part of the Transporter to properly execute the work as per these terms and conditions and shall be valid till the expiry of the Contract with the stipulation that claims in terms of the Guarantee can be preferred by the CFPT/ Federation within six months from the date of expiry of the Contract. The Bank Guarantee is to be furnished within three weeks of receipt of notice of acceptance of bid.
- 32.03 Any amounts appropriated from the Security Deposit shall be made good by the Transporter within 10 (ten) days time so as to ensure that the minimum Security Deposit referred to above is always and at all times maintained.
- 32.04 The Security Deposit shall be refunded within a reasonable time after the expiry of the Contract subject to the Transporter carrying out all obligations/operations required under the Contract to the fullest satisfaction and in the time and manner satisfactory to the CFP and after producing "NO DUE CERTIFICATE" from the concerned to Manager, CFP.

33.00 Special Conditions

- 33.01 The Transporter shall do, execute, keep carry out and perform all ancillary and incidental services and operations as may be necessary for the purpose of this Contract or as may be directed by the Manager, CFP from time to time.
- 33.02 The Transporter shall be fully responsible and liable for the Cattle Feed of the Unit, under the Carriers Act, 1865 or any statutory amendment or re-enactment thereof from time to time in force, for their proper protection, safe custody, pilferage or loss or damage howsoever caused during the period when such Cattle Feed is in the custody and/or control of the Transporter.
- 33.03 The trucks of the Transporter will be loaded with Cattle Feed in bags / Corrugated cartons/ PP Plastic buckets of good condition only for transportation to the specified destination and defect, if any, in such bags/corrugated cartons/ PP Plastic buckets shall be brought to the notice of the Manager, CFP at the time of loading itself. Subsequent complaints or objections regarding conditions of bags/corrugated cartons will not be entertained. Once the trucks are loaded with cattle feed, the acceptance of the concerned invoice cum gate pass by the representative of the transporter shall be deemed to be effective acceptance of cattle feed from the CFP's go-down, in good condition. **The Transporter shall obtain a receipt from the designated Consignee or his representative authorized in that behalf at the destination giving details of his name and destination and under his seal acknowledging the safe delivery of the Cattle Feed. Such receipt shall be presented to the CFP while claiming payment of transportation charges within a maximum period of 30 (Thirty) days from the date of dispatch, failing which the cost of such material as deemed fit for which acknowledgement has not been produced shall be recovered in full from the transporter.**
- 33.04 From the time of lifting the Cattle Feed till actual delivery to the designated consignee the Transporter would be entirely responsible for the stocks against damage, shortage, non-delivery, wrong delivery, theft, pilferage, deterioration or loss arising out of any cause whatsoever including the Transporter's mishandling of the Cattle Feed or because of the Transporter's carrying out any of the operations or obligations which the Transporter is required to carry out in terms hereof in an improper way, or otherwise or because of the Transporters committing any breach of any of the provisions hereof, or because of the Transporter's failure or omission to carry out, execute, do, perform or fulfill any of the Transporter's obligations or operations herein, or because of any other reasons whatsoever whether due to the Transporter's default or otherwise and the value of such shortage, non-delivered Cattle Feed, damage, deterioration or loss will be recovered immediately from the Security Deposit/ the Transporter's bills. If the amount of such loss or damage is not so recovered or paid up by the Transporter forthwith on demand, the Transporter shall be liable to pay it with interest at 18% per annum thereon from the date of demand to the date of actual payment.
- 33.05 The quantum and amount of any losses/damages to the CFP including packing

material will be determined solely by the Manager, CFP and will not be open to any question by the Transporter.

- 33.06 The Cattle Feed shall be deemed to be entrusted to the Transporter by the CFP and shall be held and transported by the Transporter in trust for the CFP and delivered only in accordance with the instructions given by the Manager, CFP from time to time. If there is any diversion on the part of the Transporter of the Cattle Feed or loss or damage to the Cattle Feed the Transporter will pay to the CFP on demand the value of the quantities so diverted, lost or damaged as determined by the CFP apart from being liable for criminal proceedings for breach of trust. The Transporter will also be entirely responsible for any wrong delivery and the cost of the Cattle Feed will be recovered from him with all costs and losses. All cases of recovery from the Transporter in terms of Clause 31.03, 31.04 and/or 31.05 shall be at the maximum retail prices or as prescribed by the CFP.
- 33.07 Notwithstanding anything contained in these terms and conditions, the CFP shall have the right to seize and remove their Cattle Feed at any time, as the CFP / Federation may desire or deem proper. Any dispute in respect of the same or any other dispute between the parties hereto, will not in any way affect the CFP / Federation's right to seize and remove their stocks at their discretion.
- 33.08 Transporter shall observe the ground rules as may be formulated from time to time by CFP in order to maintain smooth operations and good relationship among the various personnel of the CFP/Federation, that of the Transporter and that of customers, nominees, representatives or agents of the CFP/Federation.
- 33.09 Smoking inside the Plant / warehouse or other storage places is prohibited. The Transporter shall enforce strict discipline and ensure that the Transporter and his agents, employees or workmen do not violate any of the Rules of discipline or smoke in any of the aforesaid places. The Transporter shall be responsible for any loss or damage which may result due to any fire arising out of smoking by the Transporter or by any of the Transporter's agents, employees or workmen or by violation of any of the Rules of discipline by any of them.
- 33.10 The Transporter shall on instructions of the Manager, CFP remove any worker or person employed, if in the opinion of the Manager, CFP he is not a fit person to be retained on the work.
- 33.11 The Transporter shall wherever required obtain at his cost, passes for him, his workers and representatives for entering inside the Plant.
- 33.12 The Transporter shall be liable to reimburse to the CFP and keep fully indemnified the CFP against all actions, claims, demands, cost, charges and expenses whatsoever arising out of or in connection with any damages caused to go-downs, property, fixtures of the Plant, or to the properties or goods of the CFP / Federation or of the CFP / Federation's Clearing and Forwarding Agents, Customers and any third parties as a result of anything done or omitted to be done by the Transporter or his agents, employees and workmen.

- 33.13 The Transporter 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 Transporter shall be payable exclusively by the Transporter and the CFP shall not in any way be responsible or answerable for any such claims for compensation against the Transporter by his employees, workmen, representatives, nominees agents or any person whomsoever and the Transporter hereby undertakes to indemnify the CFP against all such claims.
- 33.14 The Transporter shall at his own expenses comply with all labour and industrial laws and such other acts and statutes and regulations as may be applicable to him in respect of his employees, workmen, casual workmen employed/engaged by him in connection with the work of the CFP.
- 33.15 For all works under this Contract the Transporter will employ his own workmen and none of the workmen employed by the Transporter under this Contract are the CFP / Federation's workmen or under the CFP / Federation's control or supervision, and the Transporter, and not the CFP/ Federation, will be liable for all claims of such workmen under their terms of employment, or under any statute relating to wages, compensation, ESI Contributions, Provident Fund, Medical Insurance, retiral or other benefits, bonus, compensation for injuries, loss of earning capacity or on any other account whatsoever, now or hereafter payable to them. The Transporter undertakes to observe and perform all statutory regulations and obligations relating to the employment of such workmen. The Transporter is liable and responsible for all claims for loss, damage 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, damage or injury occurring in the performance of this contract by the Transporter, by any person, whether a workman, visitor licensee, sub-contractor or his employee or otherwise. The transporter shall have ESI & PF registration for carrying out the Transportation contract. The labour element for ESI & PF is to be paid by the transport contractor. In case, the transporter is not coming under the purview of ESI & PF registration, the documentary evidence to this effect shall be provided.
- 33.16 The Transporter indemnifies the CFP / Federation, and every staff member, officer, nominee, representative, agent or any other employee of the CFP / Federation against all the actions, claims, demands, costs charges and expenses whatsoever arising out of or in connection with the matters referred to in the preceding clauses. The Transporter shall be liable to reimburse the CFP / Federation and keeps fully indemnified the CFP / Federation in respect of all actions, claims, procedure, demands, cost, charges, expenses which the CFPM/ Federation may have to incur or suffer on account of act, omission, causing damage to property/fixtures of the Plant, go-downs belonging to the CFP, in its Outsourcing units or its Agents/Customers etc or from default by the Transporter under any of the preceding clauses, and also consequential production loss, if any, will also be recovered.

- 33.17 The Transporter shall at his expense comply with all labour and Industrial Laws and such other Acts, Statutes and Regulations as may be applicable to the Stevedore cum, Clearing & Forwarding Agent in respect of his employees, casual workmen employed/engaged by him in connection with the work of the CFP.
- 33.18 The CFP will be entitled to deduct directly from the bills to be paid to the Transporter any sum or sums paid by the CFP and which sum or sums the CFP is required to pay as a Principal employer on account of the Transporter's default in respect of all liabilities and obligations referred to in preceding clauses.
- 33.19 The Transporter shall not assign or give sub-contract of the work awarded to him by the CFP. If the Transporter 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, the CFP on approval from the Federation shall at its option be entitled to terminate the Contract awarded to the Transporter hereunder at his risk, cost consequences and without any prior notice or reference to him, without prejudice to the CFP / Federation's rights, and without involving the CFP / Federation in any liability in that regard. In such an event, the CFP on approval from the Federation shall be entitled to make alternative arrangements for getting the work and services awarded to the Transporter.
- 33.20 The bidder has also to assess the requirement to utilize small vehicles for transportation of stock in areas where heavy vehicle cannot operate and during the restriction time of movement of heavy vehicles inside the restricted area. Hence Transporter shall also arrange 5 MT / 1 MT capacity vehicles as and when required under ZONE - A(a) distribution category and the transportation charges will be based on the rate per MT per km quoted against each district and each distance slab under of ZONE - A(b) and ZONE - C distribution categories.

34.00 Award of Contract

CFP has the right to award or not to award entire trips or partial trips of the item to bidders based on merit.

35.00 Pre-Bid Conference and Clarifications

- 35.01 CFP shall hold a pre-bid meeting with the prospective bidders on 20.06.2025 @ 3 PM at the Office of CFP

- 35.02 The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to Manager, CFP through e-mail on or before 11 AM of 20.06.2025

Sl. No.	Bid Reference No.	Section / Clause with Page No.	Content of tender requiring clarification	Points of clarification

- 35.03 CFP Office shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained.
- 35.04 Responses / clarifications to Pre-Bid Queries will be forwarded to the respective bidders. The Corrigendum/Addendum (if any) will be posted on the website and shall be deemed to be incorporated into this tender. The bidders while submitting the bid proposal shall submit duly signed copy of corrigendum/addendum along with it.
- 35.05 In order to provide prospective Bidders reasonable time for taking the corrigendum/addendum into account, KCMMF, at its discretion, may extend the last date for the receipt of tenders.

36.00 Technical Deviation Statement

Technical deviation statement	Non-compliance with technical requirements if any shall be stated here 1. 2. 3. 4.
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37.00 FORCE MAJEURE

- 37.01 The terms and conditions hereof shall be subject to force majeure. Neither the Manager, CFP nor the Transporter shall be considered in default in the performance of their respective obligations hereunder, if such performance is prevented or delayed because of any act of God, War, Hostilities, revolution, civil commotion or epidemic, or fire, or because of any law, order, proclamation, regulation or ordinance of any Government or local authority. Should the Manager, CFP or the Transporter or both of them be prevented from fulfilling their contractual obligation due to force majeure lasting continuously for a period of two weeks, both the Manager, CFP and the Transporter shall consult with each other, regarding the future implementation of the Contract. The Transporter shall be entitled to the benefit of this clause only if he informs of the circumstances amounting to force majeure to the Manager, CFP within twenty four hours of the happening thereof by E-mail , immediately followed by a confirmatory letter sent by Registered Post acknowledgement due.
- 37.02 Any notice to be sent to the Transporter shall be deemed to be sufficiently served if sent by Registered Post to the last known address of the Bidder.
- 38.00 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.**

CHECK LIST

(To be filled in by the bidder and to be uploaded as a part of the Technical bid)

Sl. No.	PARTICULARS	DETAILS
1	Technical bid document to be uploaded (From Page 1 to Page 40)	Duly signed & sealed copy to be sent to CATTLE FEED PLANT, Pattanakkad super-scribing "Technical Bid Documents of Transport Contract d on or before 30.06.2025 10.AM"
2	Tender document fee and Earnest Money Deposit	Online remittance details to be uploaded
3	PAN Certificate	To be uploaded as a part of technical bid
4	GST registration details (if registered under GST act)	To be uploaded as a part of technical bid if available

Note: Copy of the check list documents duly sealed and signed by the bidder shall be submitted to Manager, MILMA, Cattle Feed Plant, Pattanakkad on or before 30.06.2025, 10 AM.

ANNEXURE - I

CALCULATION OF TRANSPORTATION CHARGES

- FOR ZONE - A(a),A(b) DISTRIBUTION CATEGORY

FORMULA

TRANSPORTATION CHARGES =

QTY. TRANSPORTED x DISTANCE COVERED FOR THE DELIVERY x RATE
QUOTED /MT/KM FOR THE DISTRICT.

Example 1 : Single Delivery (in 1/5/11/16/21 MT vehicles)

If A MT is transported to B KM and the transportation rate /MT/KM for the district is C

Then the transportation charges = Rs. $(A \times B \times C)$

Example 2 : Multiple Delivery (in 1/5/11/16/21 MT vehicles)

If different quantities $A1$, $A2$ and $A3$ are transported to different kilometers

$B1$, $B2$ and $B3$ and the rate quoted /MT/KM for the district is C

Then the transportation charges = Rs. $(A1 \times B1 \times C) + (A2 \times B2 \times C) + (A3 \times B3 \times C)$

- FOR ZONE - B DISTRIBUTION CATEGORY

FORMULA

TRANSPORTATION CHARGES =
QTY. TRANSPORTED x RATE QUOTED /MT FOR THE DISTRICT.

Example 1 : Single Delivery

If A MT is transported to a single destination for transportation rate /MT C

Then the transportation charges = Rs. $(A \times C)$

- FOR ZONE - C DISTRIBUTION CATEGORY

FORMULA

TRANSPORTATION CHARGES =
QTY. TRANSPORTED x DISTANCE COVERED FOR THE DELIVERY x RATE
QUOTED /MT/KM FOR A DISTANCE SLAB

Example 1 : Single Delivery

If A MT is transported to B KM and the transportation rate /MT/KM for a distance slab = C

Then the transportation charges = Rs. $(A \times B \times C)$

Example 2 : Multiple Deliveries

If different quantities $A1$, $A2$ and $A3$ are transported to different destinations

$B1$, $B2$ and $B3$ and the rate quoted /MT/KM for distance slab is C

Then the transportation charges = Rs. $(A1 \times B1 \times C) + (A2 \times B2 \times C) + (A3 \times B3 \times C)$

ANNEXURE - II

TRANSPORTATION RATE REVISION FORMULA

BASED ON THE CHANGE IN HIGH SPEED DIESEL(HSD) PRICE

The rate of revision will be at 2 paise /MT/KM for every 1 rupee increase /decrease in diesel price for 11 MT capacity and above vehicles.

The rate of revision in transportation charges of 5MT vehicle will be at 3 paise /MT/KM for every 1 rupee increase /decrease in diesel price.

The rate of revision in transportation charges of 1MT vehicle will be at 6 paise /MT/KM for every 1 rupee increase /decrease in diesel price.

FOR ZONE A,C and Sales return feed

Suppose the present transportation rate is Rs.10/MT/KM

Average increase in the rate of diesel for 10 days is Rs.1/-

Then the revised transportation rate = Present transportation rate + rate of revision x average increase in diesel price .

$$= 10 + 0.02 \times 1 = \text{Rs.}10.02/\text{MT/KM}$$

Thus the revised rate will be Rs.10.02/-

FOR ZONE - B DISTRIBUTION CATEGORY

Here the revised transportation rate = Present transportation rate + average distance from CFP to that district x rate of revision x average increase in diesel price

Suppose the present transportation rate to Palakkad is Rs.725/-

Average distance from CFP to Palakkad district is 174 KM

Rate of revision -Rs.0.02/MT/KM

Average increase in the rate of diesel for 10 days is 50 paise/-

Then the revised transportation rate = Present transportation rate + average distance from CFP to Palakkad x rate of revision x average increase in diesel price

$$= \text{Rs.}725 + (174 \text{ km} \times 0.02/\text{Mt/km} \times \text{Rs.}0.50) = \text{Rs.}726.74/-$$

Thus the revised rate will be Rs.726.74/-

PART – II: PRICE BID FOR ZONE – A (a)
(11MT/16MT/21MT etc capacity vehicles)

**FORMAT SHOWING THE RATE PARTICULARS THAT TO BE ARRIVED
AND ENTERED IN BOQ OF PRICE BID BY THE BIDDER FOR DIFFERENT
DISTRICTS UNDER ZONE – A (a) DISTRIBUTION CATEGORY**

The Rate particulars shall comprise of charges for Cattle Feed Transportation and such other items including incidental charges for placing large vehicles of 11 MT/16MT/21MT capacity on daily basis.

The rates quoted shall be based on the HSD price prevailing on 16/06/2025

CATTLE FEED PLANT – PATTANAKKAD

District	Rate / MT/KM (in Rupees)
Alappuzha	
Kollam	
Trivandrum	
Pathanamthitta	
Idukki	
Kottayam	
Ernakulam	

PART - II: PRICE BID FOR ZONE - A(b) (5 MT/1MT capacity vehicles)

FORMAT SHOWING THE RATE PARTICULARS THAT TO BE ARRIVED AND ENTERED IN BOQ OF PRICE BID BY THE BIDDER FOR DIFFERENT DISTRICTS UNDER ZONE - A DISTRIBUTION CATEGORY

The Rate particulars shall comprise of charges for Cattle Feed Transportation and such other items including incidental charges for placing small vehicles of 5 MT/1MT capacity on demand basis.

The rate of revision in transportation charges of 5MT vehicle will be at 3 paise /MT/KM for every 1 rupee increase /decrease in diesel price.

The rate of revision in transportation charges of 1MT vehicle will be at 6 paise /MT/KM for every 1 rupee increase /decrease in diesel price.

The rates quoted shall be based on the HSD price prevailing on 16/06/2025

CATTLE FEED PLANT - PATTANAKKAD

District	Distance Slabs		
	Distance (in KM)	Rate / MT/KM For 5MT (in Rupees)	Rate / MT/KM For 1MT (in Rupees)
Alappuzha Kollam Trivandrum Pathanamthitta Idukki Kottayam Ernakulam	0 to 50		
	51 to 150		
	151 and above		

PART - II: PRICE BID FOR ZONE - B

FORMAT SHOWING THE RATE PARTICULARS THAT TO BE ARRIVED AND ENTERED IN BOQ OF PRICE BID BY THE BIDDER FOR DIFFERENT DISTRICTS UNDER ZONE - B DISTRIBUTION CATEGORY

(**Special note:-** Transportation as per this distribution category indicated below is purely optional and to be operated only if the distribution of cattle feed is to be arranged from cattle feed plant, Pattanakkad to any destinations in the below mentioned seven districts of Kerala, i.e., until there is need for cattle feed distribution in such destinations during the tenure of the contract, items under ZONE - B need not be operated)

The Rate particulars shall comprise of charges for Cattle Feed Transportation and such other items including incidental charges for placing large vehicles of 11 MT/16MT/21MT etc capacity.

The rates quoted shall be based on the HSD price prevailing on 16/06/2025

CATTLE FEED PLANT - MALAMPUZHA

Sl. No.	Criteria Specification	Rate per MT (in Rupees for entire district as a whole)
1.	Thrissur District	Rs. _____
2.	Palakkad District	Rs. _____
3.	Malappuram District	Rs. _____
4.	Kozhikode District	Rs. _____
5.	Wayanad District	Rs. _____
6.	Kannur District	Rs. _____
7.	Kasargod District	Rs. _____

PART – II: PRICE BID FOR ZONE – C

FORMAT SHOWING THE RATE PARTICULARS THAT TO BE ARRIVED AND ENTERED IN BOQ OF PRICE BID BY THE BIDDER FOR DIFFERENT DISTANCE SLABS UNDER ZONE – C DISTRIBUTION CATEGORY

(**Special note:-** Transportation as per this distribution category indicated below is purely optional and to be operated only if outsourcing of cattle feed is arranged from any stations in Kerala, Tamil Nadu, Andhra, Telengana & Karnataka i.e., when there is no cattle feed outsourcing arranged from anywhere in Kerala, Tamil Nadu, Andhra, Telengana & Karnataka during the tenure of the contract, items under ZONE – C need not be operated)

The Rate particulars shall comprise of charges for Cattle Feed Transportation and such other items including incidental charges for placing large vehicles of 11 MT/16MT/21MT etc capacity.

The rates quoted shall be based on the HSD price prevailing on 16/06/2025

CATTLE FEED PLANT – Pattanakkad

Sl. No.	Criteria Specification	Rate /MT/KM (in Rupees for all states as a whole)
1.	Upto 250 km	Rs. _____
2.	251 km to 350 km	Rs. _____
3.	351 km to 450 km	Rs. _____
4.	451 km to 550 km	Rs. _____
5.	551 km to 700 km	Rs. _____
6.	Above 700 km	Rs. _____