



KERALA CO-OPERATIVE MILK MARKETING FEDERATION LIMITED

MILMA BHAVAN, PATTOM. P.O, THIRUVANANTHAPURAM-4, KERALA

PHONE:0471 2786436, 437, and 429 E-mail:qc@milma.com

GST No: 32AAAAK5375M3ZE

BID REF No: KCMMF/QC/68/2025 dated 31.05.2025

E-TENDER FOR HIRING SERVICE PROVIDERS/AGENCIES FOR FULFILLMENT OF EXTENDED PRODUCER RESPONSIBILITY (EPR) COMPLIANCE ON BEHALF OF KCMMF AND AFFILIATED REGIONAL UNIONS UNDER PLASTIC WASTE MANAGEMENT RULES 2016, AS AMENDED FROM TIME TO TIME

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BID FORM

1	Registered name of bidder	
2	Bidder Type	(Company/Partnership/Proprietorship)
3	GST Number	
4	Office Address	
5	Contact Details	Land Phone : Mobile : E - mail : Fax :

INSTRUCTIONS TO BIDDERS

Bidders are requested to note the following instructions carefully.

1. **E-Procurement and Two-Cover System:** Bids are invited through and in accordance with the **E-Tender procedures** of Government of Kerala's e-procurement portal (www.etenders.kerala.gov.in) under a two-cover system. The Pre-Qualification (Technical) Bid verifies eligibility and qualifications, while the Price (Financial) Bid contains the cost proposal, evaluated only for technically qualified bidders.
2. **Governing Law & Federation's Discretion:** The bidding process shall be governed and interpreted in accordance with the laws of the Union of India. The Managing Director, Kerala Co-operative Milk Marketing Federation Ltd., MilmaBhavan, Pattom Palace P.O., Thiruvananthapuram, reserves the right to accept or reject any or all bids in accordance with the E-Tender procedures, without obligation to provide explanations to bidders.
3. **Bidder's Address:** Bidders must furnish their complete and accurate address for future correspondence regarding this Notice Inviting Tender.
4. **Language of Submission:** All bid documents, enclosures, and supporting materials must be submitted in English only.
5. **Tender Document Fees and Earnest Money Deposit (EMD):** Bids must be accompanied by the prescribed tender document fee and EMD, as specified in the tender, paid online via SBI Internet Banking or NEFT using the remittance form generated by the e-procurement portal during bid submission. Bids without these payments shall be summarily rejected. Payment guidelines are available on www.etenders.kerala.gov.in.

Bid Submission Format:

Bidders must submit their bids in two parts, as detailed in Points 6 and 8:

- Pre-Qualification Bid
- Price Bid

The original copies of all required documents must be submitted upon request.

6. **Pre-Qualification Compliance:**
 - Non-compliance with any pre-qualification requirement must be explicitly stated by the bidders in the prescribed format.
 - The Pre-Qualification Bid should include all necessary details and scanned copies of required documents uploaded in the designated format on the e-procurement portal.
7. **Bidding Document Integrity:** All conditions, schedules, and annexure in this Notice Inviting Tender form an integral part of the bid and must be strictly adhered to. Bidders must upload a signed copy of this Notice Inviting Tender (all pages) on the e-tender portal to confirm their review and acceptance.
8. **Price Bid Submission:** The price bid must be uploaded in the designated price bid cover on the e-tender portal. No manual submission of price bid data is permitted.
9. **Bid Validity:** Bids must remain valid for a period of 90 days from the date of bid opening.
10. **Irrevocability of Bids:** Errors or omissions in bid preparation will not permit bidders to withdraw or modify their bid after submission and opening.



KERALA CO-OPERATIVE MILK MARKETING FEDERATION LTD.

MILMA BHAVAN, PATTOM. P.O, THIRUVANANTHAPURAM-4, KERALA

PHONE: 0471 2786436, 2786424 E-mail: qc@milma.com

GST No: 32AAAAK5375M3ZE

E-TENDER NOTICE

The Kerala Co-operative Milk Marketing Federation Ltd. (KCMMF), Milma Bhavan, Pattom Palace P.O., Thiruvananthapuram, invites e-tenders for hiring service providers/agencies to fulfill Extended Producer Responsibility (EPR) compliance under the Plastic Waste Management Rules 2016 for FY 2024-25, as amended time to time, for KCMMF and its affiliated regional unions. Interested and eligible bidders may obtain further information from the office of the Managing Director, KCMMF Ltd., Milma Bhavan, Pattom Palace P O, Thiruvananthapuram.

Tender Document Availability:

- Available at: www.etenders.kerala.gov.in

Bid Reference: KCMMF/QC/68/2025 dated 31.05.2025

Bid Opening Date: 15/06/2025

1. BID SUBMISSION DETAILS

- **Two-Cover System: Pre-Qualification Bid and Price Bid.**
- **Evaluation: Price Bids of only pre-qualified bidders will be opened.**
- **Details: Refer to the bidding document for terms and scope.**

2. KEY DATES & BID DETAILS

- **EMD: ₹50,000/-**
- **Tender Fee: ₹1180/- (inclusive of GST)**
- **Contract Period: 3 Months (extendable per CPCB guidelines)**

Schedule of Events	Date & Time
Bid Publish Date	31.05.2025, 5:00 PM
Document Download Start	31.05.2025, 5:00 PM
Clarification Start	31.05.2025, 5:00 PM
Clarification End	12.06.2025, 2:00 PM
Bid Submission Start	31.05.2025, 5:00 PM
Bid Submission Closing	12.06.2025, 4:00 PM
Bid Opening (Pre-Qualification)	13.06.2025, 2:00 PM
Bid Opening (Price Bid) (* Tentative)	16.06.2025, 2:00 PM

3. ADDRESS & VENUE

The Managing Director, KCMMF Ltd., MilmaBhavan, Pattom Palace, Thiruvananthapuram - 695004

E-mail: marketing@milma.com | Tel: 0471-2786429/436/437

Venue: KCMMF Ltd., Thiruvananthapuram

4. BID VALIDITY

90 days from 16.06.2025

Sd/-
Managing Director

Place: Thiruvananthapuram

Date: 31.05.2025

E-PROCUREMENT PROCESS & BID SUBMISSION GUIDELINES

This **E-Tender** is published online for hiring service providers/agencies to fulfill **Extended Producer Responsibility (EPR)** compliance for the **Kerala Co-operative Milk Marketing Federation Ltd. (KCMMF)** and its affiliated regional unions under the **Plastic Waste Management Rules 2016**, as amended, for **FY 2024-25 (Bid Ref No. KCMMF/QC/68/2025, dated 31.05.2025)**. The tender is invited in a **two-cover system (Technical Bid and Financial Bid)** from registered and eligible firms or individuals through the **e-procurement portal** of the **Government of Kerala** (<https://www.etenders.kerala.gov.in>). Prospective bidders must register on the portal to participate. The tender timeline is available in the **critical date's section** on www.etenders.kerala.gov.in.

A) ONLINE BIDDER REGISTRATION PROCESS

1. Digital Signature Certificate (DSC):

Bidders must possess a **Class III** or above **Digital Signature Certificate (DSC)** issued by a **Registration Authority (RA)** under the **Certifying Agency of India**. Details of **RAs** are available at www.cca.gov.in.

2. Registration on e-Procurement Portal:

Bidders must register on the **e-Procurement portal** (<https://www.etenders.kerala.gov.in>) using their **DSC**. Registration is a **one-time process** with no associated fees. Bidders are responsible for procuring their **DSC** at their own cost.

3. Support:

For assistance with registration or bidding, contact the **e-Procurement support desk** of **Kerala State IT Mission**:

- **Telephone:** 0471-2577088, 2577188, 2577388 or 0484-2336006, 2332262
- **Email:** etendershelp@kerala.gov.in

B) ONLINE TENDER PROCESS

The **two-tier tender process** comprises the following stages:

1. Downloading Tender Documents:

Tender documents can be downloaded free of charge from <https://www.etenders.kerala.gov.in>. A **tender document fee**, as specified in the tender, must be paid during bid submission.

2. Corrigendum Publication:

All corrigenda will be published exclusively on <https://www.etenders.kerala.gov.in>.

3. Bid Submission:

Bidders must submit bids online, including all required **eligibility documents** as outlined in the tender. **Manual bids** are not accepted and will be rejected.

4. Technical Bid Opening and Short Listing:

Technical bids will be opened and evaluated for eligibility and technical qualifications on the date and time specified in the **tender notice**. Only documents submitted online will be considered. Failure to upload required documents will result in disqualification.

5. Financial Bid Opening:

Financial bids of only **technically qualified bidders** will be opened and evaluated on the date and time specified in the **tender notice**.

C) DOCUMENTS COMPRISING BID

1. First Stage (Technical Cover):

The **technical bid** must include scanned copies of all documents specified in the tender's **eligibility and qualification criteria** as outlined in the **Tender Terms and Contractual Obligations** and relevant annexure.

- The **procuring entity** is not responsible for technical failures or issues encountered during document upload.

2. Second Stage (Financial Cover):

Bidders must complete the **price bid** using the format provided for download with the tender.

- The blank **price bid file** must be downloaded and saved on the bidder's computer without altering the file name. Bidders should enter the required details in the same file and upload it back to the **e-Procurement portal**.
- Failure to upload the **price bid** in the correct format or with the original file name will result in the bid being rejected.

The rate quoted in the **financial bid** must be fixed for the entire duration of the contract and is not subject to any variation. Bids submitted with adjustable or variable rate quotations will be deemed **non-responsive** and rejected.

D) TENDER DOCUMENT FEES AND EARNEST MONEY DEPOSIT (EMD)

1. Fees and EMD:

Bidders must pay a **non-refundable tender document fee** and an **Earnest Money Deposit (EMD)** as specified in the tender. The **EMD** serves to protect the **procuring entity** against bidder misconduct that may warrant forfeiture of the deposit. Failure to furnish the required **EMD** amount will result in rejection of the bid. The release or refund of the **EMD** will be governed by the prevailing norms of the **e-Procurement portal** (<https://www.etenders.kerala.gov.in>).

2. Single Transaction Requirement:

The **tender document fee** and **EMD** must be remitted as a **single transaction** through the **e-Procurement system**.

3. Online Payment Modes:

Payments for **tender document fees** and **EMD** must be made through the **e-Procurement system** using one of the following methods:

- **State Bank of India Multi Option Payment System (SBI MOPS Gateway):**

Bidders must have **internet banking facilities** with participating banks. During bid submission, select the **SBI MOPS** option to proceed:

- **SBI Account Holders:** Use the **SBI** option to access **net banking**, enter credentials, and transfer the **tender fee** and **EMD**.
- **Other Bank Account Holders:** Select the "**Other Banks**" option to choose from available banks and proceed with **net banking**. Payments via "**Other Banks**" should be made at least **72 hours** before the **tender closing time** to ensure processing.

○ **National Electronic Fund Transfer (NEFT):**

Bidders may select the **NEFT** option to generate a **remittance form**. The following guidelines apply:

- The **account number** entered during **NEFT** must exactly match the **remittance form (case-sensitive)**, with no additional details (e.g., bidder name).
- Only **NEFT transactions** are permitted; **RTGS, account-to-account transfers, or cash payments** are invalid.
- The remitted amount must match the amount specified in the **remittance form**.
- The **transaction confirmation (UTR number)** must be updated in the **e-Procurement system**.
- The **remittance form** is specific to a bidder and bid and cannot be reused.
- Bidders are advised to initiate **NEFT payments** at least **72 hours** before the **tender closing time** to ensure processing.

4. **Transaction Charges:**

Transaction charges for payments via **SBI MOPS Gateway** or **NEFT** will be levied as per the applicable **bank policy**. All **transaction charges** must be borne by the bidder. Bids will be evaluated only if the **payment status** is marked as “**Success**” during **bid opening**.

E) SUBMISSION PROCESS

1. **Online Submission:**

For **bid submission**, all interested bidders must first register online as explained in this document. After registration, bidders shall submit their **Pre-qualification bid** and **financial bid** online at www.etenders.kerala.gov.in, along with **online payment of tender document fees** and **EMD**.

2. **Bid Finalization:**

Bidders must click on the “**Freeze bid**” link/icon to finalize the **bid submission**. Failure to do so will result in the bid not being submitted online, making it unavailable for viewing or opening during the **bid evaluation process**.

3. **Guidance:**

For step-by-step instructions on **bid submission**, bidders may visit www.etenders.kerala.gov.in and click the “**Bidders Manual Kit**” link on the home page.

TENDER TERMS AND CONTRACTUAL OBLIGATIONS

TENDER OVERVIEW

This E-Tender is issued for the engagement of service providers or agencies to fulfill Extended Producer Responsibility (EPR) compliance obligations on behalf of the Kerala Co-operative Milk Marketing Federation Ltd. (KCMMF) and its affiliated regional unions, in accordance with the Plastic Waste Management Rules, 2016, as amended, for the financial year 2024–25. The tender is identified by Bid Reference No. KCMMF/QC/68/2025, dated 31.05.2025, and is published through the e-procurement portal of the Government of Kerala (<https://www.etenders.kerala.gov.in>).

ELIGIBILITY AND QUALIFICATION REQUIREMENTS

Bidders must provide evidence of their eligibility, capacity, and resource adequacy to KCMMF, including:

1. Legal Status:

- Copies of documents defining the bidder's constitution, legal status, place of registration, and principal place of business. For joint ventures, equivalent details for each party are required.

2. Experience in EPR Credit Transfer:

- Bidders must have transferred at least 35% of the estimated quantity of online plastic credit certificates as specified in Annexure-I for any plastic waste category (Category I, II, or III for recycling or end-of-life) to Producers, Importers, or Brand Owners (PIBOs) through the Central Pollution Control Board (CPCB) EPR portal in the last three financial years, including FY 2024–25 up to the bid submission date.
- Required documents: Certificates or letters from PIBOs/Plastic Waste Processors (PWPs) specifying:
 - Name of PIBO and PWP.
 - Quantity transferred.
 - Transaction ID and date.

3. Agreement with CPCB-Registered PWPs:

- Bidders must hold at least one valid agreement with a CPCB-registered PWP as of the bid closing date.
- Registered PWPs must submit their CPCB registration certificate. Non-PWPs must provide a copy of an agreement with a CPCB-registered PWP for transferring plastic credit certificates.

4. Financial Turnover:

- A minimum turnover of INR 2 crore in each of the last three financial years is required.
- Required documents: Audited balance sheets and profit & loss accounts, certified by a Chartered Accountant.

SCOPE OF WORK

The service provider/agency shall undertake the following responsibilities to ensure EPR compliance for KCMMF and its affiliated units:

1. **CPCB Certificate Renewal/Re-registration:**
 - Provide technical support for renewing or re-registering KCMMF's CPCB certificate on the EPR portal, as needed. CPCB fees for this process will be paid by KCMMF.
2. **EPR Compliance Targets:**
 - Transfer 100% of the specified quantity of EPR credit certificates (as per Annexure I & II) from CPCB-registered PWPs to KCMMF or its affiliated units via the CPCB EPR portal.
3. **Technical Support and Training:**
 - Offer training and technical assistance to KCMMF staff for uploading plastic procurement invoices on the CPCB EPR portal. Approximate man-days are specified in the tender.
4. **Annual Return Filing:**
 - Provide technical support for filing annual returns on the CPCB EPR portal. CPCB fees for filing will be borne by KCMMF.
5. **Compliance with Revised Guidelines:**
 - Adapt to any minor changes in CPCB guidelines at the same rates, ensuring continued compliance.

FINANCIAL TERMS AND RATE SPECIFICATIONS WITH CONTRACT PERIOD PROVISIONS

1. **Rate Quotation:**
 - Bidders shall quote rates strictly as per the prescribed offer form, ensuring clarity and adherence to the tender specifications.
2. **All-Inclusive Rates:**
 - The rates quoted and uploaded in the Bill of Quantities (BOQ) must be comprehensive, covering all costs, including but not limited to labor, travel, administrative expenses, and compliance-related charges, and shall be applicable on FOR basis to all KCMMF dairies/units located at Thiruvananthapuram, Kollam, Pathanamthitta, Alappuzha, Kottayam, Ernakulam, Thrissur, Palakkad, Malappuram, Kozhikode, Wayanad, Kannur, and Kasaragod.
 - **Note:** A new Extended Producer Responsibility (EPR) registration will be required for the Malappuram Dairy. The service provider/agency shall provide technical support for this registration, with any associated CPCB fees borne by KCMMF.
3. **Rate Validity:**
 - The rates quoted and accepted in this e-tender shall remain firm and valid for the entire duration of the contract, as specified in the agreement.
4. **Contract Period Extension:**
 - KCMMF reserves the right to extend the contract period beyond its original term for operational reasons, at its sole discretion, on the same rates, terms, and conditions, subject to mutual agreement with the service provider/agency.

1. Contract Duration and Agreement:

- The contract shall have tenure of three months for the financial year 2024–25, commencing from the date specified in the Letter of Award (LOA). The primary objective is to complete all activities mandated by the Central Pollution Control Board (CPCB) as outlined in the tender’s scope of work.
- Should revised CPCB guidelines alter the timeline for any activity, the contract duration and agreement shall be adjusted accordingly to ensure compliance, subject to mutual agreement between KCMMF and the service provider/agency.

2. Payment to Service Provider/Agency:

- Payments will be made by KCMMF or its affiliated regional unions/units upon submission of invoices for completed work, accompanied by the following supporting documents, as applicable:
 - **CPCB Certificate Renewal/Re-registration:** Proof of technical support provided, such as an acknowledgment or confirmation from the CPCB EPR portal.
 - **EPR Credit Certificate Transfer:** A certificate from the Plastic Waste Processor (PWP) verifying the transfer of EPR credit certificates to KCMMF or its affiliated units, including details of quantity, category, and transaction ID.
 - **Technical Support/Training:** Certification by the relevant officer of KCMMF or its affiliated units confirming the provision of technical support or training for uploading plastic procurement invoices on the CPCB EPR portal.
 - **Annual Return Filing:** Evidence of technical support provided for filing annual returns, such as a submission receipt from the CPCB portal.
- **Note:** Quantities specified in the tender are tentative and subject to variation based on KCMMF’s requirements. Payments will be made solely for the actual work completed or services rendered. The service provider/agency shall not be entitled to claim compensation for reduced quantities due to changes in KCMMF’s needs.

3. Penalties for Non-Compliance:

- In the event the service provider/agency fails to deliver services as per the scope of work, KCMMF will impose and recover the following penalties:
 - **Failure to Support CPCB Certificate Renewal/Re-registration:** A penalty equivalent to the fine imposed by CPCB for delays in providing technical support within the stipulated timeline.
 - **Failure to Meet EPR Credit Transfer Targets:** Failure to meet the mandated EPR credit transfer obligations shall result in penalties, including financial deductions, contract termination, or both, along with recovery of applicable compensations from the agency/service provider—as determined by the tendering authority.
 - **Delay in Technical Support/Training:** A penalty of INR 100 per day for failure to provide technical support or training for uploading procurement invoices within 72 working hours of a demand from KCMMF or its affiliated units.
 - **Failure to Support Annual Return Filing:** A penalty equivalent to the fine imposed by CPCB for delays in providing technical support within the stipulated timeline.
- Penalties may be deducted from invoices, the security deposit, or recovered through other legal means at KCMMF’s discretion.

4. Payment Schedule:

- The service provider/agency shall submit invoices within 10 days of completing each task or milestone. KCMMF or its affiliated units will process payments within 30 days of receiving a valid invoice with all required supporting documents, subject to verification of work completion.

5. Security Deposit:

- The service provider/agency shall furnish a security deposit equivalent to 5% of the contract value within 15 days from the issuance of the Letter of Award (LOA). The deposit must be submitted in one of the following forms:
 - Bank NEFT/RTGS transfer.
 - Bank guarantee from a scheduled commercial bank, valid for the contract duration plus six months.
- The security deposit serves as a guarantee for the faithful performance of the contract and may be used to cover penalties, damages, or dues owed to KCMMF.

6. Refund of Security Deposit:

- The security deposit shall be refunded without interest within 30 days of final account settlement, subject to adjustment for any outstanding dues, penalties, or claims.
- Refund processing is contingent upon full fulfillment of contractual obligations and will occur only after a three-month holding period following work completion.
- No interest shall be payable by KCMMF on the security deposit for the duration held.

GENERAL CONTRACTUAL OBLIGATIONS

1. Commencement of Services:

- Upon selection, the Kerala Co-operative Milk Marketing Federation Ltd. (KCMMF) will issue a Letter of Award (LOA) to the successful bidder.
- The bidder must submit a letter of acceptance and the required security deposit within 15 days from the date of the LOA.
- Failure to comply with these timelines constitutes a breach of the tender terms, resulting in contract termination, forfeiture of the Earnest Money Deposit (EMD), and debarment from participating in KCMMF tenders/projects for three years.

2. Termination by KCMMF:

- KCMMF reserves the right to terminate the contract at any time after service commencement by providing one month's written notice.
- Upon termination, the security deposit will be refunded after adjusting any outstanding dues or liabilities, if applicable.

3. Termination for Poor Performance:

- KCMMF may terminate the contract for poor performance or breach of terms and conditions by issuing 15 days' written notice, notwithstanding any outstanding dues.

4. Exit by Service Provider/Agency:

- If revisions to the scope of work by the Central Pollution Control Board (CPCB) render the contract unfeasible, the service provider/agency may exit by providing three months' written notice.
- Unauthorized exit without notice will be treated as a breach of contract, leading to termination, forfeiture of all deposits (including the security deposit), and debarment from KCMMF tenders/projects for three years.

5. **Compliance with Labour Laws:**

- The service provider/agency shall comply with all applicable labor legislation, including but not limited to:
 - Payment of Wages Act.
 - Employee's Compensation Act.
 - Shops and Establishment Act.
 - Provident Fund (PF) and Employees' State Insurance (ESI) Acts.
 - Child Labour (Prohibition and Regulation) Act, 1986.
 - Contract Labour (Regulation and Abolition) Act, 1971.
 - Minimum Wages Act, 1948.
 - Goods and Services Tax Act, 2017.
 - Any other relevant laws applicable to the work.
- KCMMF shall not be liable for any loss, damage, injury, or death caused to the agency or its personnel during contract execution, and no claims for compensation will be entertained.

6. **Prohibition of Unlawful Activities:**

- The service provider/agency and its staff shall not engage in any unlawful, immoral, or illegal activities on KCMMF premises or offices.
- If the agency is restrained by KCMMF or any competent authority for such activities or for contravening any law, the agency shall not be entitled to any compensation for resulting losses or damages.

RECORD KEEPING, COMPLIANCE, AND OTHER CONTRACTUAL OBLIGATIONS

1. **Maintenance of Proper Records:**

- The service provider/agency shall maintain comprehensive and accurate records, including accounts, vouchers, invoices, bills, and tax documents, related to the activities outlined in the scope of work.
- These records must be made available for inspection by the Kerala Co-operative Milk Marketing Federation Ltd. (KCMMF) or its affiliated regional unions/units upon request.
- KCMMF reserves the right to request any record to verify contract performance. Failure to provide such records or assist during inspections constitutes a breach of contract terms, which may result in penalties or termination.

2. **Compliance with Instructions:**

- The service provider/agency shall adhere to all instructions issued by KCMMF from time to time to ensure the effective delivery of services.
- Non-compliance with such instructions may lead to corrective actions, including penalties or termination, as deemed necessary by KCMMF.

3. **Information Sharing with KCMMF:**

- The service provider/agency shall promptly furnish all required information, records, or documents within the timeline specified by KCMMF.
- Failure to comply with information-sharing requirements may result in penalties, including monetary fines or termination of the agreement, at KCMMF's discretion.

4. **Indemnity by Service Provider/Agency:**

- The service provider/agency shall fully indemnify and hold harmless KCMMF against all actions, suits, proceedings, losses, costs, damages, charges, claims, and demands arising from any act or omission by the agency, its agents, or employees during the execution or safeguarding of services under the contract.

5. Jurisdiction of Courts:

- Any disputes arising from the agreement shall be subject to the exclusive jurisdiction of the courts in Thiruvananthapuram, Kerala.

6. Payment of Taxes and Duties:

- The service provider/agency is solely responsible for the payment of all applicable taxes, duties, and liabilities, including Goods and Services Tax (GST), related to the services provided under the contract.

7. Liability for Compensation and Damages:

- The service provider/agency shall be liable for any compensation or damages arising under the Consumer Protection Act or other applicable laws due to negligence, acts, or omissions by the agency, its workers, servants, or agents.

8. General Provisions:

- KCMMF reserves the right to amend existing clauses or introduce new clauses to the agreement as needed. A rider agreement reflecting such changes shall be executed between the parties within 15 days of the amendment.
- KCMMF may extend or reduce the timelines stipulated in any tender or contract clause to address operational exigencies. KCMMF's decisions in this regard shall be final and binding.

OBLIGATIONS AND RIGHTS OF SERVICE PROVIDER/AGENCY

1. Relationship of Service Provider/Agency's Personnel:

- The employees, contractors, or subcontractors engaged by the service provider/agency shall have no contractual relationship with the Kerala Co-operative Milk Marketing Federation Ltd. (KCMMF). KCMMF shall not be responsible for any obligations or liabilities arising from their employment or engagement.

2. General Liability Insurance:

- The service provider/agency shall maintain, at its own expense, comprehensive general liability insurance throughout the contract term. This insurance must cover injury or death to any person(s) occurring during the execution of the contract, including incidents caused by the negligence or failure of the service provider/agency, its agents, or employees to fulfill contractual obligations. KCMMF shall not be liable for any compensation or payments related to such incidents.

3. Execution of Agreement:

- The successful bidder shall execute a formal agreement on non-judicial stamp paper of INR 200/- prior to commencing services. Until the agreement is executed, the Letter of Award (LOA), letter of acceptance, and the terms and conditions of the tender document shall remain binding and form part of the contractual relationship between KCMMF and the service provider/agency.

4. Liability of KCMMF:

- KCMMF shall not be liable for any obligations arising under labor laws or any other applicable laws of India in connection with the service provider/agency's operations or personnel.

5. Notice Delivery:

- Any notice required under this contract shall be sent by courier, registered post with Acknowledgement due, or email to the address specified in the agreement, unless an alternative address is provided in writing with acknowledgment of receipt. Upon receiving any notice, order, direction, or communication from a competent authority

(including those affecting rates, taxes, or other outgoings), the receiving party shall promptly provide a copy of the relevant document to the other party.

6. Entitlement to Compensation:

- The service provider/agency shall not be entitled to any compensation for losses or damages incurred due to being restrained by KCMMF or any competent authority for engaging in illegal activities or contravening any applicable law.

7. Breach of Terms and Conditions:

- In the event of a breach of the agreement's terms and conditions, KCMMF reserves the right to forfeit the whole or part of the Earnest Money Deposit (EMD) and/or security deposit, terminate or revoke the agreement, and debar the service provider/agency from participating in KCMMF tenders or projects for a period of three years.

8. Termination for Events of Default:

- KCMMF may terminate the contract immediately without notice in the following cases:
 - **Criminal Conviction:** If the service provider/agency, or any partner in a firm, is convicted under the Criminal Procedure Code or any other applicable law.
 - **Insolvency or Dissolution:** If the service provider/agency (or any partner in a firm) is adjudged insolvent, has a receiving or administration order issued against them, initiates liquidation or composition proceedings under insolvency laws, assigns or conveys their interest, enters into an agreement with creditors for suspended payment, or, in the case of a company, passes a resolution for compulsory or voluntary winding up, or if a firm is dissolved under the Partnership Act.
 - **Repudiation of Agreement:** If the service provider/agency repudiates the agreement or demonstrates an intention not to be bound by its terms.
 - **Non-Adherence to Payment Deadlines:** Failure to meet payment due dates specified in the contract terms, if applicable.
- Upon termination, the service provider/agency shall promptly vacate any KCMMF premises, return all articles in their custody or possession, and remove their stores and effects. If the agency fails to comply, KCMMF may enter the premises, take possession, secure the area, or remove and dispose of the agency's articles by sale or otherwise without liability for damages. Any expenses incurred by KCMMF in this process shall be deducted from the sale proceeds, security deposit, or pending bills of the service provider/agency.

CONSEQUENCES OF DEFAULT

1. Failure to Commence Services:

- If the service provider/agency fails to execute the work as specified in the Letter of Award (LOA) or fails to commence services by the stipulated date, the Kerala Co-operative Milk Marketing Federation Ltd. (KCMMF) reserves the right to:
 - Annul the contract.
 - Forfeit the security deposit and any pending payments, in whole or in part, as per the contract terms and conditions.
 - Debar the service provider/agency from participating in KCMMF tenders or projects for a period of three years.
- KCMMF's decision in this regard shall be final and binding, effective as of any subsequent date of contract execution.

2. Termination Due to Default:

- In the event of any default by the service provider/agency, KCMMF may terminate the contract by providing fifteen (15) days' prior written notice, specifying the breach and requiring the service provider/agency to remedy it.
- If the service provider/agency fails to rectify the breach within the 15-day notice period, KCMMF may terminate the contract and forfeit the security deposit.
- KCMMF's right to terminate and impose penalties shall be exercised in accordance with the contract terms, with all decisions being final and binding.

FORCE MAJEURE

1. Applicability:

- Neither party shall be liable for failure or delay in performing any obligation under this contract, in whole or in part, if such failure or delay results from events beyond their reasonable control, including war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/pandemics, strikes, lockouts, or acts of God (collectively referred to as "Force Majeure Events").

2. Notification:

- The affected party must notify the other party in writing within 30 days of the occurrence of a Force Majeure Event, specifying the nature and extent of the event.

3. Suspension of Obligations:

- Upon such notification, neither party shall terminate the contract nor claim damages from the other due to non-performance or delay caused by the Force Majeure Event. Contractual obligations shall be suspended for the duration of the event.

4. Resumption of Services:

- The service provider/agency shall resume performance of contractual obligations as soon as practicable after the Force Majeure Event ceases. The Kerala Co-operative Milk Marketing Federation Ltd. (KCMMF) shall have the sole authority to determine whether services have resumed, and its decision shall be final and binding.

5. Termination Due to Prolonged Force Majeure:

- If a Force Majeure Event prevents or delays performance of any obligation for a continuous period exceeding 120 days, either party may terminate the contract by providing written notice to the other party, effective as of the date of such notice.

ANNEXURE - I

OFFER FORM FOR EPR COMPLIANCE SERVICES

Tender Title: Engagement of Service Providers/Agencies for Fulfillment of Extended Producer Responsibility (EPR) Compliance on Behalf of Kerala Co-operative Milk Marketing Federation Ltd. (KCMMF) and Affiliated Regional Unions/Units under Plastic Waste Management Rules, 2016, as Amended, for FY 2024–25 (Bid Ref No. KCMMF/QC/68/2025, dated 31.05.2025).

Description of Work

- Fulfillment of **EPR compliance targets** through the transfer of plastic credit certificates from CPCB-registered Plastic Waste Processors (PWPs) on the CPCB EPR portal in favor of KCMMF and its affiliated Regional Unions/Units.
- Provision of **technical support services** including assistance for uploading procurement invoices, filing annual returns, and facilitating the renewal or re-registration of CPCB certificates for KCMMF and its affiliated Regional Unions/Units.

CATEGORY-WISE EPR COMPLIANCE TARGETS

Sl No	Category/Type	Quantity	FOR Unit Rate (₹) (Inclusive of All Taxes)
1	Category I - Recycling	944.91 MT	
2	Category II - Recycling	935.92 MT	
3	Category III - Recycling	7.25 MT	
4	Category I - End-of-Life	944.88 MT	
5	Category II - End-of-Life	2022.47 MT	
6	Category III - End-of-Life	16.91 MT	
7	Technical Support Services	17 man-days	

NOTES:

1. **Tentative Quantities:**

- The quantities specified above are tentative and subject to revision based on the requirements of KCMMF and its affiliated regional unions/units. Payments will be made based on the actual quantities executed.

2. **Plastic Category Bifurcation:**

- The EPR compliance targets encompass plastic waste Categories I, II, and III (applicable for both recycling and end-of-life plastic). The specific bifurcation of quantities for each category will be communicated during contract execution.

3. **CPCB Fees:**

- Any fees payable to the Central Pollution Control Board (CPCB) for activities under Item No. 4 (e.g., certificate renewal/re-registration or annual return filing) shall be borne by KCMMF and are not included in the service provider's quoted rates.

4. **Technical Support for Invoice Uploads:**

- The task of uploading procurement invoices on the CPCB EPR portal shall be performed by KCMMF or its affiliated regional unions/units. The service provider/agency shall provide technical support or training to KCMMF staff in case of difficulties during the upload process.

5. **Definition of Man-Day:**

- For Item No. 7, one man-day is defined as one person providing 8 hours of technical support, training, or related services.

6. **Bid Evaluation:**

- E-tenders will be evaluated by KCMMF as per the instructions to tenderers provided in the tender document.

7. **Taxes and Duties (GST):**

- The quoted rates shall include all applicable taxes and duties, including Goods and Services Tax (GST), as per prevailing rates. Bidders shall specify the applicable tax rates (e.g., GST rate) and amounts in their bid submission to ensure transparency and compliance with tax regulations.

8. **Determination of Lowest Bidder (L1):**

- The lowest bidder (L1) will be determined based on the grand total cost, calculated as the sum of (quoted per unit rate × quantity) for all seven items listed in the offer form.
- Bids must cover all the seven items mentioned in the annexure and partial bids will be rejected.

9. **Coverage of KCMMF Units:**

- The tender covers 17 units under KCMMF and its affiliated regional unions/units. Notably, **Kattappana Dairy** will be included under the EPR registration scope of **Ernakulam Dairy**, and a new EPR registration will also be required for **Malappuram Dairy**. Specific operational details for each unit will be provided in the Letter of Award (LOA).

Annexure II

Tentative Target for EPR Credits Filing for Individual Units – FY 2024-25

Sl. No.	Unit Name	Region/ Federation	Recycling			End of Life		
			Category I (MT)	Category II (MT)	Category III (MT)	Category I (MT)	Category II (MT)	Category III (MT)
1	Central Products Dairy ,Punnapra, Alappuzha	KCMFM Ltd	27.50	46.50	0.60	27.50	108.50	1.40
2	Cattle Feed Plant, Pattanakad, Alappuzha		0.00	85.00	0.00	0.00	37.00	0.00
3	Cattle Feed Plant, Malampuzha, Palakkad		0.00	46.20	0.00	0.00	107.80	0.00
4	Thiruvananthapuram Dairy, Ambalathara, Thiruvananthapuram	TRCMPU Ltd	31.00	121.50	0.00	31.00	283.50	0.00
5	Kollam Dairy, Thevally, Kollam		660.54	107.90	0.00	660.50	251.76	0.00
6	Pathanamthitta Dairy, Mammod, Pathanamthitta		14.00	20.40	0.00	14.00	47.60	0.00
7	Kottayam Dairy,KK Road, Kottayam	ERCMPU Ltd	7.00	25.20	0.00	7.00	58.80	0.00
8	Kattappana Dairy, Nirmala City, Idukki		Included in Ernakulam Dairy EPR Target					
9	Ernakulam Dairy, Thripunithura, Ernakulam		1.42	152.48	0.00	1.42	355.79	0.00
10	Products Dairy , Edappally, Ernakulam		67.00	1.01	1.13	67.00	2.35	2.63
11	Thrissur Dairy, Mannumkad, Thrissur		1.25	35.32	0.00	1.25	82.40	0.00
12	Palakkad Dairy, Kalleppully, Palakkad	MRCMPU Ltd	18.61	63.55	0.67	18.61	148.28	1.57
13	Malappuram Dairy, Moorkkanad, Malappuram		New Registration Required					
14	Kozhikode Dairy, Peringolam, Kozhikode		22.49	86.45	1.06	22.49	201.71	2.46
15	Central Products Dairy , Naduvattom, Kozhikode		51.57	7.38	1.39	51.57	17.21	3.25
16	Wayanad Dairy, Chuzhali, Wayanad		20.00	41.40	2.40	20.00	96.60	5.60
17	Kannur Dairy, Sreekandapuram Kannur		19.04	49.47	0.00	19.04	115.43	0.00
18	Kasaragod Dairy, Kanhangad, Kasaragod	3.50	46.18	0.00	3.50	107.75	0.00	
Total			944.91	935.92	7.25	944.88	2022.47	16.91

