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Kerala Co-operative Milk Marketing Federation Ltd.

Milma Bhavan, Pattom Palace PO., Thiruvananthapuram-4

Terms & Conditions for NCDFI eAuctionSystem

KCMMF invites bids for eAuctions floated through NCDFI Market for supply of Grade A Molasses; (as per IS: 1162-1958) for the requirement at Cattle Feed Plant, Malampuzha, Palakkad Dist production as per the details given below.

Bidders, who are interested to participate in the eAuctions are requested to offer their competitive rate as per the requirement mentioned to Cattle Feed Plant, Malampuzha, Palakkad Dist in Kerala.

PART A: General Conditions

- a. Rates are invited through e auction from Sugar Mill owners/suppliers of molasses with sound financial background for supply of molasses to our cattle feed plant at Malampuzha, Palakkad Dist.
- b. The bidder is expected to study and understand all instructions, terms & conditions in the tender document.
- c. Interested bidders may obtain further information from Purchase Department, KCMMF, Trivandrum.
- d. The offer shall be valid for a period of three months or till completion of the work, whichever is later from the date of auction. Conditional bids are liable to be rejected. Tentative schedule for commencement of delivery of Molasses shall be within a period of 30 days from the date of order placed. The entire quantity ordered must be delivered within another 60 days.

The price quoted should be on FOR Cattle Feed Plant, Malampuzha, Palakkad Dist, Kerala.

The order arising out of this enquiry shall be governed by the laws of Indian Unions and the courts in Trivandrum shall have the jurisdiction.

KCMMF reserves the right to accept or reject any bid or to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Buyer's action.

The final acceptance of the tenders rests entirely with the Managing Director, Kerala Cooperative Milk Marketing Federation Ltd, who does not bind himself to accept the

lowest or any tender.

The successful bidder should execute an agreement on Kerala Stamp paper worth Rs. 200/- in the prescribed format after receipt of the order.

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

Insurance: The goods supplied under contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage etc. wherever applicable. KCMMF will not be responsible for any loss/damage in this regard.

The bid should be valid for 90 working days from the date of e Auction.

EMD:0.6% of EMD as per terms of NCDFI eMarket is payable at the time of participation in eAuctions. Before bidding 0.6% EMD need to be deposited by seller to NCDFI eMarket Escrow account.

Based on confirmation regarding receipt of 5% security deposit from initial invoice payment, 0.6% EMD will be refunded to seller after deduction of applicable transaction charges of NCDFI eMarket.

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

The bid shall contain the following

i) Particulars like

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

2. Sampling & Quality Assurance.

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

successful supplier. The decision of KCMMF in this regard shall be final and binding on the successful supplier.

3. Scope of Work

- a. Total quantity of molasses shall be **1000 MT** (Thousand only) for Cattle Feed Plant Malampuzha.
- b. Once No Objection Certificate (NOC) is obtained from the Commissioner of Excise, Government of Kerala (either as a single NOC for the entire quantity for each Plant or for a portion of the same in different spells), it is the responsibility of the Supplier to liaison with all departments concerned outside the State of Kerala, if any for obtaining approval/clearances/orders etc. as per the rules, procedures and other requirement and lift the allotted/ordered quantity of molasses within the currency of the No Objection Certificate issued by the Commissioner of Excise, Government of Kerala or as per the approval issued by competent authorities, obtain necessary road permit (if required) for Transport of molasses to the destinations as indicated in point (a) above.
- c. If the source declared in the tender is altered after placing the order and the NOC has already been received for the declared source by the supplier by this time, NOC so collected shall be returned to the respective plant immediately (with in maximum three days time) and the NOC for the new source of supply will be delivered subsequently only for which the supplier shall give valid reasons for change in source of supply.
- d. In consultation with the Plant, supplier shall arrange to take delivery of samples from the supplying sugar factories/source and sealed samples shall be delivered to our Cattle Feed Plant. The molasses actually received will be analyzed at our factory and if any undue difference is found in the quality, the Supplier will be held responsible and suitable amount together with penalty will be recovered from the Supplier and the decision of the Managing Director in this regard will be final and binding on the Supplier.
- e. The work involves taking delivery of Molasses from the Sugar Factories/Location of Storage of molasses in clean tankers after completion of necessary formalities required at Place of origin State, transporting the same to our factory as quickly as possible and unloading the same. No transshipment of Molasses en-route will be permitted. Trucks meant for carrying LSHD/Naphtha/other inflammable products, tar, chemicals etc must not be used for transportation of Molasses.
- f. On filling up of molasses at source, it must be ensured that the inlet, outlet of the tanker is properly secured and sealed and it must be ensured that the consignment is delivered without tampering the quantity or quality of molasses in the tanker. **Tanker without seal will not be accepted and molasses received in tanker without proper sealing will be rejected.**
- g. On completion of the work or approval period, relevant documents which are to be returned to competent authorities at Sourcing State or at Kerala must be returned by the supplier without fail within a maximum of 7 (seven) days and obtain necessary acknowledgment, which in turn must be submitted to the concerned KCMMF Cattle Feed Plant. All documents which the Supplier posses by virtue of representation on behalf of KCMMF, must be forwarded to concerned KCMMF Cattle Feed Plant within 10 (days) of completion of the work or approval period. Any failure to comply with the above can be interpreted as a breach of contractual obligation.

4. Name and address of the Consignees

The Manager,
KCMMF Ltd., Cattle Feed Plant,
Malampuzha, Palakkad Dist,
GST No: 32AAAAK5375M6ZB,
Contact No: 0491 2816301,326
Mob No: 9847755546, 9496175451
e-mail ID : cfm@milma.com , cfmstore@milma.com

5. Commercial Terms and Conditions

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

Rebate System for the purchase of Molasses

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

- (f) The rate quoted shall be inclusive of all taxes and duties, transit insurance charges and all incidental charges if any to be incurred for obtaining release order, transit permit, excise passes, loading, unloading etc. wherever and whenever required.
- (g) Income Tax, Entry tax and other statutory payments if any due to the Central and or

State Government or any other institutions/bodies based on the contract shall be borne by Supplier and will be recovered from the Supplier's bill. However GST on transportation charges will be borne by KCMMF.

- (h) The charges paid if any, by the Supplier for loading the material at the place of dispatch shall be paid by the Supplier and such payment shall not be reimbursed by KCMMF Ltd.
- (i) KCMMF Ltd will be entitled to deduct directly from the bills to be paid to The Supplier any sum or sums paid by KCMMF Ltd and which sum or sums KCMMF Ltd is required to pay as a Principal employer on account of The Supplier's default in respect of all liabilities and obligations.
- (j) The Supplier shall at his own expenses comply with all labour and industrial laws and such other acts and statutes and regulations as may be applicable to him in respect of his employees, workmen, and casual workmen employed/engaged by him in connection with the work of KCMMF LTD.
- (k) The bills shall be presented in quadruplicate and shall bear the details of the company from which the Molasses was lifted, their invoice No., quantity in Metric Tons received at Plant, Truck No., Rate per Metric Ton and Amount claimed. The bills shall be addressed to The Manager, Cattle Feed Plant, KCMMF Ltd, Malampuzha.
- (l) The Supplier shall be liable to reimburse to KCMMF Ltd and keep fully indemnified KCMMF Ltd against all actions, claims, demands, cost, charges and expenses whatsoever arising out of or in connection with any damages caused to storage Tank/godowns, property, fixtures of the Plant, or to the properties or goods of KCMMF Ltd or KCMMF Ltd's Clearing and Forwarding Agents, Customers and any third parties as a result of anything done or omitted to be done by the Supplier or his agents, employees and workmen.

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

7. Special Conditions of the contract

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

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

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

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

the Supplier will be responsible to deliver the exact quantity and quality of molasses taken delivery from the supplying factory.

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

(f) If it is found that trucks meant for carrying LSHD/Naphtha/other inflammable products, tar, chemicals, harmful or non-edible oils, or any other hazardous materials are used for the transportation of Molasses, the load will be rejected and payment for the quantity of Molasses so brought in shall be withheld. In addition, a penalty at a rate fixed by the Managing Director will be charged. The decision of the Managing Director in this regard shall be final and binding.

(g) All formalities shall be completed, and the entire quantity of molasses shall be delivered within the stipulated period as specified in the orders issued by the competent authority. In the event of failure to deliver the material within the stipulated delivery period, a penalty shall be imposed at the discretion of KCMMF, and the penalty clause shall be strictly followed.

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

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

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

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

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

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

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

(o) The Supplier shall be fully responsible for the safety of his employees workmen, nominees representatives or agents and any claim for compensation by them or by any person for accidents or otherwise caused or occasioned by anything done or omitted to be done by the Supplier shall be payable exclusively by The Supplier and KCMMF Ltd

shall not in any way be responsible or answerable for any such claims for compensation against the Supplier by his employees, workmen, representatives, nominees, agents or any person whomsoever and The Supplier hereby undertakes to indemnify KCMMF Ltd against all such claims.

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

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

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

(s) If the Supplier fails to do, perform, render, execute, fulfill, keep, carry out, discharge or handle any, each and every of his work, services, obligations, responsibilities and liabilities hereunder, KCMMF Ltd shall at its option be entitled to terminate the contract awarded to the Supplier hereunder at his risk, cost, consequences and without any prior notice or reference to him, without prejudice to KCMMF Ltd's rights, and without involving KCMMF Ltd in any liability in that regard, In such an event, KCMMF Ltd shall be entitled to make alternative arrangements for getting the work and services awarded to The Supplier hereunder carried out for KCMMF Ltd and The Supplier will be liable to make good to KCMMF Ltd loss, damages and cost which KCMMF Ltd, may have to suffer or bear as result of its having to make such alternative arrangements.

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

(u) Indemnity: The Contractor shall have to indemnify and also keep indemnify the

KCMMF, Trivandrum against any or all damages caused to KCMMF and arising from any omission or commission defaults etc for which KCMMF shall not be responsible in any manner what so ever.

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

In case of default, available EMD will be transferred to KCMMF by NCDFI eMarket.

Part B(1) - Terms and Conditions for Bidding

1. The bidding system is in an internet platform. The site can be accessed through www.ncdfiemarket.com maintained by National Cooperative Dairy Federation of India Ltd (NCDFI) with the technical support of NCDEX e-Markets Limited (NeML) which will be the venue for online bids submission.
2. All the registered members of the NCDFI eMarket are eligible to participate in the bidding. The disqualified or debarred vendors are not allowed to participate. The new vendors have to undergo usual registration/approval procedure stipulated by NCDFI eMarket. Only those bidders who has met the experience conditions mentioned in Part-A General Conditions shall only be permitted to participate
3. Prior intimation regarding the e-procurement will be given to all the registered members at least 48 hrs prior to the closing time by email / WhatsApp alerts. KCMMF will not be responsible for any delay in communication in this regard on account of external reasons and therefore vendors are requested to visit the specific website site periodically.
4. All the timings of the new eAuction system shall be based on the time indicated by the server, hosting the bidding platform.
5. The item specified for the procurement is as per usual specification set by KCMMF which has already intimated to the registered members. Any doubts in this regard have to be clarified prior to the submission of offer. No dispute after the finalization of bid will be entertained. The Bid Quantity will be fixed by KCMMF and bidders need to quote for entire quantity.
6. Anticipated delivery schedule has mentioned against each item. The bidders should provide their offers keeping the same in their mind. However, finalization of delivery schedule is of the discretion of KCMMF depending upon the situation and offer.
7. 'Location' mentioned in the bid template is the Plant Location. The bidders should provide separate offers to our two cattle feed plants as stipulated.
8. Mode of transport shall be by truck unless specified.
9. The bidders shall provide offer for one or more item against each eAuction notification.
10. The quoted rate should be in Indian Rupees for Per Quintal, FOR Plants specified above, inclusive of all taxes and expenses including transportation charges and unloading charges.
11. The bid should remain valid till 90 days from the timing of bid opening, excluding of holidays, if any, in between.

12. Participation or lowest bidding shall not make the Vendors eligible to award orders. The decision with regards to the purchase of material, finalization of quantity and placement of orders are subjected to the discretion of management and do not compulsorily place order against offers received, without specifying the reason whatsoever.
13. Bidders should confirm the suppliers (in the case of bids by brokers) and quantity within 24 hrs after the affirmation of purchase requirement by KCMMF. Any delay in such confirmation or deviation or violation of confirmation may invite penal action as decided by KCMMF.

Part B(2) - Terms and Conditions for Supply

1. Goods must be accomplished by Invoice in duplicate.
2. The weighment at our factory in the presence of the supplier, or his representative or lorry driver is final and binding on supplier. Only 5% of excess or shortage of the ordered quantity or 10 MT whichever is minimum shall be accepted.
3. The payment will be made for Net weight.
4. In case of failure of supplier to execute the order or to supply the material in stipulated delivery period, KCMMF may make alternate arrangements of the material and cancel the contract for failure of supplier to execute the contract & such cancellation shall be subject to imposition of penalty of the difference in cost & other incidental expenditures, if any incurred by KCMMF.
5. The quality of the incoming raw material will be analyzed at KCMMF lab based on random sampling and the same will be the base for rejection/applying the rebate system.
6. If the quality of the material does not conform to the specifications mentioned, the rebate system annexed above shall be made applicable. In cases where the quality falls below the acceptable level, KCMMF reserves the right to either accept the material with an additional penalty or reject it outright. Materials found to have an unpleasant odor or to be mixed with any other liquid will be summarily rejected.
7. The supply of material containing extraneous matter impeding the operation of the plant and deleterious to animal health shall hold the supplier responsible for the payment of damages to the KCMMF.

Part C - (General terms)

1. KCMMF is having all the right to modify, add and /or delete any or all the points, terms and conditions which shall be intimated to the approved registered vendors.
2. Delivery: The delivery of the consignment shall be made within the stipulated period. The timely delivery of material ordered, as per schedule(s) shall be the essence of contract. However, regular and continuous supply has to be ensured during the delivery period. In case of shifting of material due to irregular supply, transportation/shifting charges will be at the suppliers cost. The supplier shall have to ensure that, the entire quantity ordered is delivered to the respective units on or before the scheduled date.
3. Only the vehicle reaching before 3 P.M. shall be considered for unloading on the same day. If the last day happens to be a holiday, the material shall be unloaded on

next working day. However, supplier shall ensure that, the vehicle should arrive at the plant before 3 P.M on the specified date & entry should be got made at the security. Otherwise, next working day shall be considered as the date of arrival of consignment at the CFP.

4. KCMMF reserves the right to accept the late supplies up to 7 days, after 7th day order stands cancelled.
5. In case of failure of supplier to execute the order within the stipulated period, KCMMF shall without prejudices to its other remedies under the contract make alternate arrangements of the material and deduct the difference of cost and the other incidental expenditures if any, from the unpaid bills, towards liquidated damages.
6. Any amount due from the supplier towards penalty or liquidated damage shall be recovered from any of the claim pending or future payments due to supplier relating to present or any other contract for any materials.
7. The consignment shall be booked on FOR destination to respective plants on Freight paid basis.
8. The vehicle carrying material shall have to be provided with valid document like Delivery Challan / Bill duly indicating the purchase order / contracts reference, also the statutory documents. KCMMF shall not take responsibility for detention of vehicles anywhere for any lapses by the supplier or transporter.
9. If the consignment are not dispatched/delivered as per prescribed delivery Schedule, KCMMF reserves the right to accept/reject the material by enforcing the penal clause.
10. It shall be responsibility of supplier to make good of any losses in transit & the supplier shall have to take up with Railways / Transports for settlement of such claims that may arise.