



**KERALA COOPERATIVE
MILK MARKETING FEDERATION LIMITED
MILMA BHAVAN, PATTOM P.O., THIRUVANANTHAPURAM -
695004**

No. KCMMF: PUR: MOLS: 2010 -1

**TENDER FOR SUPPLY OF GRADE I MOLASSES
FOR
CATTLE FEED PLANT AT PATTANAKKAD AND MALAMPUZHA**

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

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KCMMF:PUR:MOLS:T:2010

23/01/2010

TENDER NOTICE

Sealed competitive tenders are invited from bonafide suppliers for supply of Gr. I Molasses (as per IS: 1162 – 1958) 3700 Metric Tonnes for the requirement at Cattle Feed Plant, Pattanacaud P.O., Alleppey and Cattle Feed Plant, Malampuzha, Palghat. Bidders are requested to quote their most competitive rate on per MT basis on FOR Plant basis. Tender Schedules with all details can be downloaded from our Website (www.milma.com). Tenders will be received at the office of the Managing Director upto 1P.M. on 15.02.2010 and will be opened at 2.30 P.M.on the same day.

The Managing Director reserves the right to accept or reject any tender without assigning any reason thereof.

Signed/-
Managing Director

TERMS AND CONDITIONS FOR THE SUPPLY OF MOLASSES TO OUR FACTORIES AT MALAMPUZHA IN PALGHAT DIST., AND PATTANACAUD IN ALLEPPEY DIST

1. General Terms and Condition

- a. Sealed tenders are invited from Sugar Mill owners/Suppliers of molasses with sound financial background for supply of molasses to our factories at Malampuzha in Palghat dist., and Pattanacaud in Alleppey dist.
- b. The Earnest Money Deposit to be submitted along with the tenders is Rs. 1,00,000/- (Rs. One Lakh Only). The amount should be paid by Crossed Demand Draft drawn in favour of The Managing Director, KCMMF Ltd., payable at Thiruvananthapuram. Cheques will not be accepted. The E.M.D. of the unsuccessful Supplier except the 2nd lowest will be refunded on finalization of the tender. The E.M.D. of 2nd lowest Supplier will be refunded as soon as the first Supplier undertakes the work awarded. The E.M.D. will not carry any interest. E.M.D. of the successful Supplier will be returned only after successful completion of the work. Tenders not accompanied by Earnest Money Deposit will be summarily rejected.
- c. The offer shall be valid for a period six months or completion of the work which ever is later from the date of tender opening. Conditional tenders are liable to be rejected. Tentative schedule for commencement of the delivery of Molasses is within a period of one month from the date of Tender opening.
- d. The tenders should be addressed to the Managing Director, KCMMF Ltd., Thiruvananthapuram 695004 in a sealed cover with superscripting "Tender No. KCMMF: PUR: MOLS: 2010 -1, 23/01/2010
- e. The tenders should be in the prescribed form and as per this tender document. Tenders, which are not in the prescribed form, will be rejected. The rates quoted should be only in Indian Currency. Tender rates, in any other currency will be rejected.
- f. No tender received after the specified date and time will be accepted on any account, KCMMF Ltd shall not be responsible for any postal delay/loss/damages or non receipt of tender documents.
- g. If the 1st lowest Tenderer fails to complete the formalities as stipulated in this tender document within the stipulated time, the contract will be automatically entrusted to the 2nd lowest Tenderer without notice and the EMD of the 1st Tenderer shall be forfeited.
- h. If any Tenderer withdraws the offer made before tender finalization work, their earnest money deposited will be forfeited.
- i. The final acceptance of the tenders rests entirely with the Managing Director, Kerala Cooperative Milk Marketing Federation Ltd, who does not bind himself to accept the lowest or any tender.
- j. Telegraphic quotations or Offers by Fax will not be considered.
- k. The successful Tenderer should execute an agreement on Kerala Stamp paper worth Rs. 100/- in the prescribed format with in 3 days of the receipt of the intimation from KCMMF regarding the acceptance and finalization of the tender.

2. Scope of Work

- a. Total quantity of molasses shall be 3700 MTs \pm 5%(ie., The total quantity can vary by 5% at the time of tender finalization and placement of order according to the actual requirement ascertained by then) (2200MTs for Cattle Feed Plant Pattanakkad and 1500 MTs for Cattle Feed Plant, Malampuzha)
- b. Once Non-Objection Certificate is obtained from 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 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. In consultation with the Plant, you 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.
- d. The works 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.
- e. On filling up of molasses at source, it must be ensured that the inlet, outlet of the tanker is properly secured and it must be ensured that the consignment is delivered without tampering the quantity or quality of molasses in the tanker.
- f. 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 KCMMF Head Office. All documents which the Supplier possesses by virtue of representation on behalf of KCMMF, must be forwarded to KCMMF Head Office 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.

3. Name and address of the Consignee

- a. The Sr. Manager, Cattle Feed Plant, KCMMF Ltd., Malampuzha, Palaghat Dist. Kerala. TIN No. 32090219245, CST TIN 0902C123524
- b. The Sr. Manager, Cattle Feed Plant, KCMMF Ltd., Pattanakkad, Alleppey Dist. Kerala. TIN No. 32040262124, CST TIN 0420C111140

4. Experience of works

- a. The Supplier should have carried out two similar works and details of the similar work undertaken by him for Central Government/State Government bodies or major Cooperative in the State/Outside State should be furnished along with the tender. Photostat copies of the documents relating to the work undertaken during the past 3 years should be furnished.
- b. If the Supplier is a partnership firm or limited company, a photocopy of the partnership deed or Articles of Association, which is currently in force, should be enclosed along with the tender. Only the person authorized in the above mentioned deed should sign the tender documents. If the firm is proprietary in nature, a declaration to this effect must be furnished along with the tender.
- c. The Supplier should submit the previous year's Income Tax clearance certificate relating to Income tax along with the tender.
- d. Tender without such details of experience are liable to be rejected.

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 and on FOR respective Plant basis. The supplier should also indicate break up of the cost per MT basis indicating **Basic price (Ex-sourcing station, Taxes, Duties, Administrative charges, Transportation rate on Rs./MT/KM basis and KM considered to each Plant, Miscellaneous charges if any etc.**
- d. The rates quoted shall remain firm if diesel price remains so. If there is one rupee hike in diesel price there shall be increase in rate at 5 paise/KM/MT and similarly for decrease in diesel price, the same rate is applicable.
- e. The rate quoted will 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, service tax on transportation etc. wherever and whenever required.
- f. 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 his contract shall be borne by Supplier and will be recovered from the Supplier's bill.
- g. The charges paid if any by the Supplier for loading the material at the place of despatch shall be paid by the Supplier and such payment shall not be reimbursed by KCMMF Ltd.
- h. 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.
- i. 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.

- j. All statutory taxes and duties, Income Tax, Entry Tax if any, shall be deducted at source as applicable.
 - 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 Tones received at Plant godowns, Truck No., Rate per Metric Tone and Amounts claimed. The bills shall be addressed to The Sr.Managers of the concerned cattle Feed Plant.
 - 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 godowns, property, fixtures of the Plant, or to the properties or goods of KCMMF Ltd of 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** – Invoice for supply of molasses in quadruplicate should be submitted to the respective Plant Managers. The bills in this regard shall be settled within 10 (Ten) days of receipt of ordered quantity.
- a. 80% payment shall be released on completion of delivery of Molasses for a minimum of 500 MT.
 - b. The balance 20% will be released within 10 days of the satisfactory completion of the entire work and after deducting all the sums due to the KCMMF Ltd.

7. Special Conditions of the contract

- a. In case any tenderer is represented by an agent, a letter of authorization by the tenderer, covering the period during which he is to act, should accompany this tender form and the authorization letter is to be presented in original. If a photocopy is presented the same should be attested by a Gazetted Officer.
- b. All particulars required by KCMMF such as full postal address of the supplier, Name of the contact person, Telephone/Mobile Numbers, particular of Molasses available - quantity, quality - month and year of production, ownership, litigation if any on the stock and other relevant particulars should be submitted by the tenderer.
- c. Non supply of Molasses as per schedule can lead to forfeiting of EMD
- d. The Supplier should ensure receipt of the loads at our Plants between 8.00 A.M. and 5 P.M.
- e. Actual wastages subject to a maximum of 1% will be allowed towards wastages in transit. The Supplier is liable to make good the losses if any occurred in transit over and above the allowable limit at such rate as may be fixed by the Managing Director. The transit wastages will be taken, tanker-wise. Subject to the wastage as indicated, the Supplier will be responsible to deliver the exact quantity and quality of molasses taken delivery from the supplying factory.
- f. The Supplier should place sufficient number of clean trucks at the Sugar Mills for the despatch of Molasses to Cattle Feed Plants. If such trucks are not provided and if there is any delay in despatch of Molasses the contract is likely to be terminated.
- g. If it is found that trucks meant for carrying LSHD/Naphtha/other inflammable products, tar, chemicals etc are used for transportation of

Molasses, payment shall be withheld for quantity of Molasses so brought in and penalty will be charged at a rate fixed by the Managing Director. His decision will be final in this regard.

- h. All the formalities are to be completed and the entire quantity of Molasses delivered within stipulated period as mentioned in the orders issued by competent authorities.
- i. The unloading point is at the Molasses tank. Unless otherwise specified the Molasses shall be unloaded only at this point.
- j. A representative of the Supplier shall be present at the Loading and unloading points to ensure speedy and trouble free loading and unloading.
- k. The individual trucks bringing in the Molasses shall be accompanied by gate pass sum invoice and weighment slip from the sugar mills concerned, without which the Trucks will be denied entry.
- l. The Supplier shall do, execute, keep, carry out and perform all ancillary and incidental service and operations as may be necessary for the purpose of this contract or as may be directed by KCMMF Ltd from time to time.
- m. The Supplier shall observe rules as may be formulated from time to time by KCMMF Ltd in order to maintain smooth operation and harmonious relationship among the various personnel of KCMMF Ltd., that of the Supplier and that of customers, nominees, representatives or agents of KCMMF Ltd.
- n. Smoking inside the Plant/Warehouse or other storage places is prohibited. The Supplier shall enforce strict discipline and ensure that The Supplier and his agents, employees or workmen do not violate any of the Rules of discipline or smoke in any of the aforesaid places. The Supplier shall be responsible for any loss or damage which may result due to any fire arising out of smoking by the Supplier or by any of The Supplier's agents, employees or workmen or by violation of any of the Rules of discipline by any of them.
- o. The Supplier shall on instructions of KCMMF Ltd remove any worker or person employed, if in the opinion of KCMMF Ltd he is not a fit person to be retained on the work.
- p. The Supplier shall be fully responsible for the safety of his employees workmen, nominees representatives or agents and any claim for compensation by them or by any person for accidents or otherwise caused or occasioned by anything done or omitted to be done by the Supplier shall be payable exclusively by The Supplier and KCMMF Ltd shall not in any way be responsible or answerable for any such claims for compensation against the Supplier by his employees, workmen, representatives, nominees, agents or any person whomsoever and The Supplier hereby undertakes to indemnify KCMMF Ltd against all such claims.
- q. For all works under his contract, The Supplier will employ his workmen and none of the workmen employed by the Supplier under this Contract are KCMMF's workmen or under KCMMF's contract or supervision, and the Supplier and not KCMMF Ltd will be liable for all claims of such workmen under their terms of employment, or under any statutes relating to wages, compensation, ESI contributions, Provident Fund, medical insurance, retirement or other benefits, bonus, compensation for injuries, loss of earning capacity or on any other account whatsoever,

now or hereafter payable to them. The Supplier undertakes to observe and perform all statutory regulations and obligations relating to the employment or such workmen. The Supplier is liable and responsible for all claims for loss, damages or injury caused to any person, whether his employee or otherwise in the execution and performance of this contract and such liability on his part extends to any claims for loss, damages or injury occurring in the performance of this contract by the Supplier by any person, whether a workmen, visitor, licensee, sub-Supplier or his employee or otherwise.

- r. The Supplier indemnifies KCMMF Ltd, and every staff member, Officer, nominee, representative, agent or any other employee of KCMMF Ltd against all the actions, claims demands, cost charges and expenses whatsoever arising out of or in connection with the matters referred to in the preceding clauses. The Supplier shall be liable to reimburse KCMMF Ltd and keeps fully indemnified KCMMF Ltd against all the actions, claims, procedure, demands, cost, charges, expenses which KCMMF Ltd and keeps fully indemnified KCMMF Ltd against all the actions, claims, procedure, demands, cost, charges, expenses which KCMMF Ltd may have to incur or suffer on account of act, omission, causing damage to property/fixtures of the Plant, godowns belonging to KCMMF Ltd or its Agents/Customers etc. or from default by The Supplier under any of the preceding clauses.
- s. The Supplier shall not assign or give sub-contract of the work awarded to him by KCMMF Ltd.
- t. If the Supplier fails to do, perform, render, execute, fulfill, keep, carry out, discharge or handle any, each and every of his work, services, obligations, responsibilities and liabilities hereunder, KCMMF Ltd shall at its option be entitled to terminate the contract awarded to the Supplier hereunder at his risk, cost, consequences and without any prior notice or reference to him, without prejudice to KCMMF Ltd's rights, and without involving KCMMF Ltd in any liability in that regard, In such an event, KCMMF Ltd shall be entitled to make alternative arrangements for getting the work and services awarded to The Supplier hereunder carried out for KCMMF Ltd and The Supplier will be liable to make good to KCMMF Ltd loss, damages and cost which KCMMF Ltd, may have to suffer or bear as result of its having to make such alternative arrangements.
- u. Any alternation in the composition or constitution or constitution of The Supplier and events like death/resignation or Partner/Director shall be notified to the Managers of KCMMF Ltd within 24 hours of the event. In such situations, KCMMF Ltd reserves the right to terminate or continue the contract or to require the Supplier/Survivor to produce such documents or to conform with such formalities for continuing the work, as KCMMF Ltd deems fit.
- v. All pages of the tender documents shall be signed by person(s), duly authorized, to bind the Supplier to the contract. Proof of authorization shall be in the form of written power of attorney, which shall accompany the tender. All pages of the tender document where entries and amendments have been made shall additionally be initialed by the person(s) signing the bids.

w. Managing Director reserves the right to accept or reject any tender/s without assigning any reasons thereof. All disputes are subject to Thiruvananthapuram Jurisdiction.

Signed/-
Managing Director

TENDER FORM

To
The Managing Director,
Kerala Cooperative Milk Marketing Federation Ltd.,
Milma Bhavan, Pattom P.O.,
Trivandrum-695 004

Sir,

I/We* hereby tender to supply and deliver the Molasses referred to and described in the tender document in accordance with the terms and conditions at the rates quoted in the price schedule.

I/We* have remitted the required amount at Earnest Money deposit vide Demand Draft/Cash Receipt No.....dated.....

Thanking you,

Yours faithfully,

Signature :.....

Name and address.....

.....
.....

Date

*Strike out whichever is not applicable.

8. **Price Schedule -**

Price in Rs.	For CFP Pattanakkad	For CFP Malampuzha
Basic Price/MT - Ex-Works		
Export Cess if any/MT		
Admin Charges if any/MT		
Mis. Expn./MT		
Price per MT		
Quantity - MT	2200	1500
Total Rs. for full Qty.		
Trans. Rs./MT/KM		
Distance - KM		
Total Rs. for full Qty.		
Total		
Grand Total Rs.		

(In _____ words)
Rs.....

We have thoroughly read the terms and conditions mentioned in the tender document. We hereby agree the terms and conditions for supply molasses to Cattle Feed Plant Pattanakkad and Cattle Fed Plant Malampuzha.

We agree to deliver the Molasses at the rates noted above. This includes completion of all necessary formalities and liaison work in the sugar factories and other offices concerned as mentioned in the tender documents.

Name and Signature with office seal.

Place:

Date:

AGREEMENT

(To be executed in a non judicial stamp paper of Rs.100/-(Rupees One Hundred only)

ARTICLES of agreement executed on this theday of..... Two thousand and Ten, between the Kerala Co-operative Milk Marketing Federation Limited. (hereinafter referred to as "the Federation") on the one part and

.....
Name and address of the Tenderer) hereinafter referred to as "the Bounden") of the other part.

WHEREAS in response to the Notice of Advertisement No KCMMF:PUR:MOLS:T:2010 dtd 23/01/2010, the Bounden has submitted to the Federation Tender for the supply of Gr. I Molasses (as per IS: 1162 – 1958) 3700 MTs \pm 5%(ie., The total quantity can vary by \pm 5% at the time of tender finalization and placement of order according to the actual requirement ascertained by then) and the scheduled quantity for each unit shall be 2200 MTs Molasses for Cattle Feed Plant, Pattanacaud P.O., Alleppey and 1500 MTs Molasses for Cattle Feed Plant, Malampuzha, Palghat specified therein subject to the terms and conditions contained in the said Tender.

WHEREAS the Bounden has also deposited with the Federation a sum of Rs. 1,00,000/- as earnest money for execution of an agreement undertaking the due fulfillment of the contract incase his Tender is accepted by the Federation.

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:

- a. In case the Tender submitted by the Bounden is accepted by the Federation and the contract for the supply of Gr. I Molasses (as per IS: 1162 – 1958) 3700 MTs \pm 5%(ie., The total quantity can vary by \pm 5% at the time of tender finalization and placement of order according to the actual requirement ascertained by then) and the scheduled quantity for each unit shall be 2200 MTs Molasses for Cattle Feed Plant, Pattanacaud P.O., Alleppey and 1500 MTs Molasses for Cattle Feed Plant, Malampuzha, Palghat is awarded to the Bounden, the Bounden shall within 3 (three) days of the receipt of the intimation from KCMMF regarding the acceptance and finalization of the tender, execute an agreement with the Federation incorporating all the terms and conditions under which the Federation accepts his tender.
1. In case the Bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the Federation shall have power and authority to recover from the Bounden any loss or damage caused to the Federation by appropriating the earnest money deposited by the Bounden and if the earnest money is found to be inadequate the deficit amount may be recovered from the Bounden and his properties, movable and immovable in the manner hereinafter contained.

2. All sums found due to the Federation under or by virtue of this agreement shall be recoverable from the Bounden.

3. In witness there of Shri
behalf of the Federation and

Managing Director for and on

Shri..... (Name & Designation) the
Bounden have hereunto set their hands the day and year shown against their respective
signatures

Signed by Shri.(date)

In the presence of witness:

1.
2.

Signed by Shri.(date)

In the presence of witness:

1.
2.