

**ERNAKULAM REGIONAL CO-OPERATIVE
MILK PRODUCERS' UNION LTD.**

EDAPPALLY, KOCHI – 682-024

Phone No:0484 2541193, 2556863

Website:www.ercmpu.in

T E N D E R

Tender No: NO.EU/PMG/91/2022 dated 15.06.2022

*Containing General and Special Conditions of Contract and Schedules for
Interstate operation of Road Milk Tanker*

Name of the Bidder :

Address :

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1. FORM OF TENDER

To,

The Managing Director,
ERCMPU Ltd,
Edappally,
Kochi – 682 024.

Sir,

In response to Tender notice number EU/PMG/91/2022 dated 15.06.2022 of Ernakulam Regional Co-operative Milk Producers Union Ltd, I/We hereby tender to execute the transportation work referred to and described in the general and special conditions of contract and attached schedule in accordance with the annexed, at the rates quoted in the schedule.

I/We am/are remitting / have separately remitted the required amount of
as Earnest Money Deposit, vide receipt/DD No:.....
dated.....

Yours Faithfully,

Signature :.....

Date:

(Name & address)

.....
.....
.....

To be scored off wherever necessary

2. General information about Tender

Tender Documents Relating to	Road Milk Tankers (insulated) of 15/20 TON capacity for transportation of milk from out state to Dairies within Kerala.
Cost of Tender form	₹500/- inclusive of Tax.
E.M.D. per Road Milk Tanker (R.M.T.)	₹20000/-
Security Deposit for successful Bidder	₹400000/- per 15 KL R.M.T and ₹500000/- per 20 KL R.M.T
Last Date For Receipt of filled up Tender Documents.	2.00 pm on 30.06.2022
Tender Documents Duly Filled in to be sent to	Managing Director, Ernakulam Regional Co-operative Milk Producers' Union Ltd, Edappally P.O, Kochi – 682 024
Date and Place of Tender Opening	On 30.06.2022 at 2.30 pm Ernakulam Regional Co-op Milk Producers' Union Ltd, Edappally P.O, Kochi -682 024. Tel. 0484 2556863,2541193

Important Points to note:

1. Requirement of tankers - 15 KL - 8 No's(Eight) and 20 KL - 8 NO's (Eight)
2. One Tender Form can be used to quote for any number of tankers. But EMD @ ` 20000/- per tanker shall be remitted for each tanker.
3. The Tender schedules are to be filled in carefully and no column should be left blank. The Bidder shall put his signature on all the places wherever required in the tender document.
4. The duly filled up Tender form should be sealed in separate covers duly **super- scribed** and the envelope containing should be clearly addressed to the Managing Director, Ernakulam Regional Cooperative Milk Producers' Union Ltd, Edappally P.O, Kochi – 682 024 and submitted within the due date and time. Ernakulam Regional Cooperative Milk Producers' Union Ltd will not take any responsibility for any delay in receipt or non-receipt of the bidding document if it is sent by post.
5. The cost of tender form is Rs 500/- and can be obtained directly by paying cash on any working day between 10.30 a.m and 3.00 p.m during the period between 16.06.2022 and 29.06.2022 and up to 1.00 p.m on 30.06.2022. Tender forms can also be downloaded from our website, in that case a DD for Rs.500/- from any Nationalized Bank in favour of Managing Director, ERCMPU Ltd to be accomplished along with the filled tender towards the cost of tender form.

- ❖ NOTE: Road Milk Tanker Insulated means – Milk Tanks made of Stainless Steel material of quality 304/316 grade, inner and outer shell with proper insulation.

Signature of the Bidder

3. SCHEDULE I
TECHNICAL DETAILS OF BIDDER

A. GENERAL information

Registered Name of the Bidder	
Registered Address	
Address for all communications with regard to this Tender (Full postal Address.)	
Name/Names of persons who are to be contacted regarding this Tender.	
Nature of the firm (Tick)	Joint Stock Co/ Partnership/Sole Proprietor
Registration Number and details, if any.	
Telephone No.	
E-mail ID, if any	
EPF Registration Number ,if any	
ESI Registration Number, if any	
Copy of ID proof	Election Commission's ID Card / Driving License/ Passport/Aadhar Card

B. Present Status of the Bidder:

Past Experience in the field (List Work Order details – Date & No, Hired by, Tankers offered etc.),if any	
Whether the bidder got any tender in other Unions and failed to properly operate the Milk Tanker. If so, furnish the details.	
Total No. of Vehicles offered.	15 TON, 20 TON.....
Reference – to verify past experience	

I understand that if the details given are found to be false, tender will be rejected and the EMD will be forfeited.

Signature of the Bidder

5. GENERAL & SPECIAL CONDITIONS OF TENDER

1. ERCMPU shall not accept any variations in conditions stipulated in the Tender.
2. The tender shall be accompanied by an EMD @ Rs. 20000.00 per R.M.T by DD from a nationalized bank in favour of Managing Director, ERCMPU payable at Ernakulam. DD shall be attached along with the tender.
3. EMD will be refunded to unsuccessful bidder by crossed cheque as soon as possible after the tender is finalized. If the bidder, for any reason, withdraws from the tender process, the Managing Director, Ernakulam Regional Co-operative Milk Producers' Union Ltd (ERCMPU) reserves the right to forfeit the EMD.
4. The tender shall be submitted in a sealed envelope addressed to Managing Director, Ernakulam Regional Coop Milk Producers' Union Ltd, Edappally, Kochi 682 024.
5. The bidder shall submit a copy of his *identity proof* which can be Aadhar card, Driving Licence, and Passport along with the tender
6. All Photostat copies of the documents, submitted by the tenderer along with the tender, shall be *self-attested* true copies.
7. The R.C. Books of the R.M.Ts shall be in the name of the successful Bidder.
 - (A) If they are in any partnership, they shall enclose the self-attested copy of the deed/agreement for a minimum period of four years from the date of entering into agreement, from the partner stating his willingness to use the R.M.T.s for the purpose of ERCMPU Ltd which is mentioned in tender notified.
 - B) If the vehicle belongs to different owner, the successful bidder shall submit the self attested copy of deed / agreement for a minimum period of four years from the date of entering into agreement from the registered owner of the vehicle stating his willingness to use the R.M.T.s for the purpose of ERCMPU Ltd. which is mentioned in tender notified.
8. The R.M.Ts shall be in road worthy condition and lesser than 10 years old as on 30.06.2022. However, if the bidder does not have RMTs with less than 10 years of age at the time of starting the contract work, he/she can operate the old RMTs in his possession at that point of time. Successful bidders in such cases will be given three months time to produce RMTs with lesser than 10 years of age as on 30.06.2022, subject to the conditions that he shall commence the milk transportation operation using the RMTs in his possession. After three months ERCMPU will be paying 5% less hire charges per trip for a period of further three months, beyond which such vehicle will not permitted for operation.

Signature of the Bidder

9. The bidder shall mention the number of R.M.Ts (both 15 KL & 20 KL) that can be spared for empanelling. Photocopies of RC Book with valid FC, IC, and Permit etc of the vehicles should be submitted before 30 days from the date of receipt of work order.
10. Milk production and requirement are highly seasonal in nature. The requirement of R.M.Ts for transportation of milk from dairies outside Kerala is variable since the milk production and requirement are unpredictable and are dependent on the monsoon and other factors over which ERCMPU has no control. Therefore, the Managing Director, ERCMPU/his authorized representative reserves the right to limit the engagement of empanelled R.M.Ts. at any point of time during the contract period as per the milk requirement position prevailing in ERCMPU.
11. Both the milk tanks of R.M.Ts. shall be adequately insulated to keep the milk without spoilage and the temperature rise limit shall be less than 0.5⁰ C in 12 hours during transportation. RMTs shall have proper manhole and valve sealing mechanism as required by ERCMPU.
12. Milk is a highly perishable commodity and milk production is highly seasonal in nature. Therefore, the Managing Director, ERCMPU / his authorized representative reserves the right to limit the number of R.M.Ts to each contractor or to award the contract for all the vehicles quoted in the successful Tender.
13. The successful bidder shall execute an agreement with ERCMPU on appropriate stamp paper within 15 days from the date of issue of work order, agreeing to various conditions required for the safe transportation of milk which is a highly perishable food commodity. Each successful bidder shall furnish a DD / Bank Guarantee from a Nationalized Bank at the rate of Rs 4.00 lakh per 15 KL Tanker and Rs. 5.00 lakh per 20 KL Tanker as security deposit to ERCMPU.
14. Road Milk Tankers are subject to inspection by the Managing Director, Ernakulam Regional Coop Milk Producers' ERCMPU Ltd or by his authorized representative at any time. Maximum time allowed for producing the vehicle by the successful bidder is 30 days from the date of receipt of Work Order. At the time of production of vehicle if any defects are noticed the same will have to be noted by the bidder and got rectified. The defective vehicle if engaged by ERCMPU, will be paid 5% less per trip, for a period of 90 days and beyond which such vehicle will not be permitted for operation.
15. Subsequently also, if the R.M.Ts. provided by the Contractor is in bad condition/found to be unsatisfactory, it shall be disengaged and the successful bidder shall make immediate alternative arrangement for milk transportation so as to avoid any dislocation to ERCMPU's activities.

Signature of the Bidder

16. Cargo Insurance will be Contractor's responsibility. The loss sustained to ERCMPU on account of spoilage of milk due to delays in transportation, variance in quality/quantity of milk transported and other damages occurring to the property of ERCMPU, the seller Dairy etc due to the negligence of contractor or his crew, will be recovered from the contractor. Again, the entire amount found due to ERCMPU under or by virtue of these presents shall be recoverable from the contractor. The contractor shall take proper insurance to cover all probable risk pertaining to the subject matter of this work.
17. The period of contract for milk transportation from outstate Dairies to the Dairies of ERCMPU, will be **three** years (with a provision to extend by another six months).The bidder shall quote the Running Kilometer (RKM) rates which shall include all operating direct and indirect expenses, toll charges (Incurred in Kerala, Karnataka, Tamil Nadu, Pondicherry, Andrapradesh and Maharashtra), permit charges, wages, insurance (including Cargo insurance) etc. for transporting 15 KL and 20 KL of milk between Dairies outside Kerala and Dairies of ERCMPU. In working out the rate to be quoted the bidder shall consider the diesel price as Rs. 97.32 per liter, the average retail price of ordinary grade diesel prevailing in Kochi during second fortnight of May 2022. The rates quoted will remain firm throughout the period of contract (including the extended period) except that contract rate will be adjusted for any variations in the price of diesel for any increase/decrease in the price of diesel from the basic rate of this tender notice Rs. 97.32/- (Average retail price of ordinary grade diesel prevailing in Kochi, during second fortnight of May 2022). For increase/decrease in rate for 15 KL R.M.Ts the mileage will be calculated @ 4 KM/Lit of diesel and for 20 KL R.M.Ts the mileage will be calculated @ 3.5 KM/Lit of diesel and price applicable in Kochi will be the basis. If the performance is found satisfactory during above contract period, contract may be extended, on mutual consent, for another period with the same terms and conditions.
18. The successful bidder shall operate R.M.Ts. as per ERCMPU's time schedule applicable for each route. The maximum permissible running time (in hrs) for R.M.Ts. between two points shall be the distance divided by 25. R.M.Ts. are required to operate in the shortest possible motorable route as ascertained by ERCMPU. In case of any dispute in the route distance, the Dairies will carry out re-verification of distance, if found necessary by ERCMPU. In case of the actual running time exceeding the allowed time, ERCMPU is at liberty to impose a fine @ Rs. 250/- per hour to compensate the loss to ERCMPU on account of quality deterioration. However, ERCMPU may consider the requests of the contractor for allowing grace time up to 5 hours, if the delay is proved to be due to breakdown or any unavoidable roadblock.

Signature of the Bidder

19. The routes on which the R.M.Ts. are liable to be changed as and when required by ERCMPU. The rate per RKM indicated in the work order issued to the successful bidder will be applicable for all the routes on which his R.M.Ts. are engaged. In case of exigencies, ERCMPU may require the contractor to carry Milk from the Dairies of ERCMPU to the Dairies outside Kerala and it will be bounden duty of the contractor to follow the directions of ERCMPU in this regard. The transportation rate and other terms and conditions of such trips will be same as that of normal routine operations. ERCMPU shall have the right to insist the contractor for fixing necessary gadgets in R.M.Ts. for tracking its movement.
20. In emergency situation the fuel (diesel) will be arranged by ERCMPU and the amount will be recovered along with the service charges decided by the ERCMPU from the contractor's bill.
21. R.M.Ts shall be used for the purpose of Milk transport of ERCMPU LTD. However, the contractor shall carry any material as and when required by ERCMPU. No person other than the driver, attendant and the authorized employee of ERCMPU shall be allowed to travel in the RMTs.
22. Fortnightly payment for the transport bills will be made before the end of subsequent fortnight provided the bills are submitted in full within the five days of the completion of the fortnight. All applicable statutory deductions will be made from the Bill.
23. The R.M.Ts. shall be ready for operation for the entire period of contract other than for F.C. repairs for which a maximum of 15 days can be allowed on the basis of advance requests of Contractors. Advance requests seeking permission to garage the R.M.T. for a period up to 15 days for carrying out fitness certificate job will be considered only if the requests are received at least 30 days in advance. For delays beyond fifteen days/ any other days during the contract period (other than the 15 days for FC works), contractor will be charged at the rate of Rs. 500.00 per day in addition to additional cost incurred by ERCMPU, if the reason is not genuine. Genuinity will be decided by the Dairy Manager and his decision will be final and binding on the parties.
24. If the Successful Bidder (Contractor) has to change the vehicle on account of any unforeseen circumstances, with prior permission, he shall provide replacement within a period of two days. Failing which, alternate arrangements will be made at the risk and cost of the contractor. The contractor will be responsible for all the loss and damage caused to ERCMPU in this regard. In such cases, ERCMPU will be entitled to recover the said losses, as far as possible, from the amounts due to the contractor from ERCMPU or from the security deposit submitted by him.

Signature of the Bidder

25. In the event of accident/breakdown in route, it is the responsibility of the successful bidder (contractor) to make alternative arrangements to decant milk from R.M.Ts. and transport milk safely to the dairy plants of ERCMPU. Failing which, ERCMPU will make alternate arrangements for the transportation of milk at the risk and cost of the contractor and all loss and damages caused to ERCMPU will be recovered from the Contractor.
26. Bidders who have been awarded with the contract of transport of milk shall not involve in the sale of milk or milk products either directly or indirectly.
27. The Successful bidder (contractor) will take nominal membership in ERCMPU. In the event of any dispute the provisions of the Kerala Co-operative Societies Act will apply.
28. Courts situated in Ernakulam alone shall have jurisdiction to entertain the disputes, which are not coming under the purview of the Kerala Co-operative Societies Act.
29. The Successful bidder (contractor) shall cover the employees engaged by him under EPF Scheme, ESI Act, Welfare Boards etc. There will be no Employer – Employee relationship between the employees engaged by the Contractor and ERCMPU. Registration Number and date for the employees working under the control of the successful bidder (contractor) shall be mentioned in the transportation bill. The contractor shall make prompt payment of the amounts payable to the statutory authorities like EPF and ESI in respect of the employees engaged by him for the subject work. Under any circumstances, if ERCMPU Ltd. is made liable to pay any amount to any statutory authorities like ESI, PF and Income tax etc due to any act or omission on the part of contractor with respect to the compliance of any statutes related with the works in subject matter of this tender notice, if any fines, damages or penalty imposed by any of the statutory authorities in the above matter should be recovered from the amount due to him, including security deposit.
- If the contractor does not have EPF/ESI Registration, deductions as per these Acts will be made by ERCMPU from out of the amounts due to him. The Contractor shall ensure that the crew engaged shall follow the dress code suggested by ERCMPU and the various personal hygiene standards suggested in the Food Safety and Standards Act. The contractor should take registration from FSSAI for transportation of Milk by his R.M.T.
30. The Managing Director, ERCMPU reserves the right to add, subtract, modify, withdraw, any terms and conditions, accept or reject all tenders or any tender and retender or cancel the tender without assigning any reasons thereof.

Signature of the Bidder

6. Schedule II
Rate Bid Format for R.M.T.

Sl. No	Tanker Routes	Capacity	No. of RMTs offered for contract	Rate/RKM in Rs. (Figures)	Rate/RKM in Rs. (Words)
1	Transportation of Milk between Dairies in Kerala and those Outside Kerala and vice versa.	15 KL			
2	Transportation of Milk between Dairies in Kerala and those Outside Kerala and vice versa.	20 KL			

Note: ERCMPU shall not accept variation in conditions stipulated in the Tender. If rate figures given in figures and words are different, rates given in words will only be considered.

❖ *Rates to be quoted based on diesel price of Rs 97.32/ltr (Average retail price of ordinary grade diesel prevailing in Ernakulam for the period of 16-05-2022 – 31-05-2022).*

- .RKM---Running Kilometer

Signature of the Bidder with Date.