

**ERNAKULAM REGIONAL CO-OPERATIVE
MILK PRODUCER'S 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/91/2021 dated 19.07.2021

*Containing General and Special Conditions of Contract and Schedules for
the Road Milk Tanker - Transportation of milk from Bulk Milk
Collection Units and Chilling Plants to Dairy/Chilling Plant*

Name of the Bidder :

Address :

CONTENTS OF TENDER DOCUMENT

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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/91/2021 dated 19.07.2021 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 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 9 TON capacity for transportation of milk from Bulk Milk Cooling Units and Chilling Plants / Dairy to Dairies within Kerala.
Cost of Tender form	Rs. 500/- inclusive of Tax.
E.M.D. per Road Milk Tanker (R.M.T.)	Rs. 20,000/-
Security Deposit for successful Bidder	Rs. 3,00,000/- per R.M.T.
Last Date For Receipt of filled up Tender Documents.	2.00 pm on 05.08.2021
Tender Documents Duly Filled in to be sent to	Managing Director, Ernakulam Regional Coop Milk Producers' Union Ltd , Edappally P.O, Kochi - 682 024
Date and Place of Tender Opening	On 05.08.2021 at 2.30 pm Ernakulam Regional Coop Milk Producers' Union Ltd, Edappally P.O, Kochi - 682 024. Tel. 0484 2556863,2541193

Important Points to note:

1. One Tender Form can be used to quote for any one or all BMC routes. But EMD @ Rs. 20,000/- per route shall be remitted for each BMC route.
 2. 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.
 3. The duly filled up **Tender form** should be sealed in separate covers duly **superscribed** and the envelope should be 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.
 4. Tender forms can 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	
Telephone No.	
Fax No	
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 vehicle owner got any tender in other Unions and failed to properly operate the Milk Tanker. If so, furnish the details.	
Total No. of Vehicles owned	9 TON
Total No. of Vehicles offered.	9 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

C. Tanker Particulars

Sl. No	Tanker Reg. No	Capacity	Owner's Name (as in RC Book)	Photostat Copy of RC,FC etc submitted (Yes/No)

Signature of the Bidder

4. ANNEXURE

Milk Tanker Routes Details

Serial No:	BMC Routes	No. of Tanker required	Distance / Day (Km.) (Apprx.)	Capacity of the tanker (TON)
	Under Ernakulam Dairy			
1	Manakkepady AM-- Meloor PM	1	240	9
	Under Kottayam Dairy			
2	Lakkattor - Mutholy AM & Chakkampuzha -Vayala PM	1	155	9

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. 20,000.00 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. All photostat copies of the documents, submitted by the tenderer along with the tender, shall be self-attested true copies.
6. The R.M.Ts. shall be in road worthy condition and lesser than 9 years old as on 19.07.2021. However, if the bidder does not have RMTs with less than 9 years of age at the time of submitting the tender, The bidder can still submit the tender giving the details of the RMTs in his possession at that point of time and such tenders will also be considered. Successful bidders in such cases will be given three months time to produce RMTs with lesser than 9 years of age as on 19.07.2021, subject to the conditions that he shall commence the milk transportation operation using the RMTs, the documents of which were submitted along with the tender. 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.
7. The R.C. Books of the R.M.Ts. shall be in the name of the Bidder.
 - (A) If they are in any partnership, the bidder shall enclose the self-attested copy of the deed/agreement for a minimum period of four years from now, 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 bidder shall submit the self attested copy of deed / agreement for a minimum period of four years from now, 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. Self-attested Photostat copies of RC Book with valid FC, IC, permit etc of the vehicles offered shall be enclosed with Part A Technical Bid. Otherwise the tender is liable for rejection. The bidder shall submit a copy of his identity proof which can be Aadhar card, Driving License, and Passport.
9. 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 0.5⁰C in 12 hours during transportation. RMTs shall have proper manhole and valve sealing mechanism as required by ERCMPU. The distance indicated in each of routes above is only approximate and may vary by + or – 10%.The bidder shall operate R.M.Ts. as per ERCMPU's time schedule applicable for each route plan.

Signature of the Bidder

10. 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.
11. 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 3.00 lakh per R.M.T. as security deposit to ERCMPU.
12. Road Milk R.M.Ts. 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 allotted vehicle by the successful bidder is 7 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.
13. 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.
14. 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, milk societies 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.
15. The period of contract for milk transportation from the following units, Bulk Milk Cooler Units (BMCU) / Milk Chilling Plants (MCP) / Dairies to various dairy plants will be **three** years (with a provision to extend by another six months).The bidder shall quote the running kilometer rates which shall include all operating direct and indirect expenses, toll, permit charges, wages, insurance (including Cargo insurance) etc. for transporting 9 ton of chilled milk on each of the routes listed above. The rates quoted will remain firm throughout the period of contract except that contract rate will be adjusted for any variations in the price of diesel for any increase/decrease in the price of diesel, subsequent to the award of the contract. For increase/decrease in rate for 9 ton. R.M.Ts, the mileage will be calculated @ 4KM/Lit of HSD and HSD 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.

Signature of the Bidder

16. The details of dairies and chilling centers and BMCUs that are to be covered are furnished in the Annexure for the purpose of guidance. ERCMPU reserves the right to allot the route to operate from anyone of the Dairy/ Milk Chilling Plants /BMCU points/ any dairy as and when necessitated for uninterrupted transportation of milk. The routes and the number of BMCUs attached are liable to be changed by the Managing Director/ authorized officers of ERCMPU in case of exigencies and it will be the bounden duty of the contractor to follow the directions. In such cases, the Successful Bidder (Contractor) will be paid transportation charges at the then prevailing approved rate applicable to the route on which the R.M.Ts are engaged as substitute.
17. 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.
18. The selected/allotted vehicle shall be used for the purpose of milk transport of ERCMPU only. 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.
19. Fortnightly payment for the transport bills will be made before the end of subsequent fortnight provided the bills are submitted in full within the three days of the completion of the fortnight. All applicable statutory deductions will be made from the Bill.
20. 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.
21. The vehicles offered in the tender by the bidder and selected/allotted vehicles shall not be sold / disposed without the permission of ERCMPU.
22. If the Successful Bidder (Contractor) has to change the tender 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

23. In the event of accident/breakdown in route, it is the responsibility of the successful bidder 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.
24. 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.
25. Successful bidder will take nominal membership in ERCMPU. In the event of any dispute the provisions of the Kerala Co-operative Societies Act will apply.
26. 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.
27. The Contractor shall arrange to provide the required number of R.M.Ts. at required time at required place as per direction of Managing Director / authorized representative at the same contract rate only.
28. The Contractor (Successful bidder) 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 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 the contractor 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 successful bidder (contractor) does not have EPF/ESI Registration, deductions as per these Acts will be made by ERCMPU from out of the amounts due to the Contractor. 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.
29. 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
a. Rate Bid Format for R.M.T.

- ❖ *Rates to be quoted based on diesel price of Rs 94.36 / ltr
(Average price of diesel in Ernakulam for the period of 01-07-2021 – 15-07-2021).*

Sl.No	BMC Routes	Distance / Day (Km.) (Appr.)	Capacity of the tanker (TON)	Rate for transporting chilled milk from BMCUs & MCPs to Dairy and MCPs	
				Rate/RKM Rs(Figure)	Rate/RKM Rs (words)
Under Ernakulam Dairy					
1	Manakkappady AM – Meloor PM	240	9		
Under Kottayam Dairy					
2	Lakkattor - Mutholy AM & Chakkampuzha -Vayala PM	155	9		

- .RKM---Running Kilometer

- ❖ *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.*

Signature of the Bidder with Date.