

THIRUVANANTHAPURAM REGIONAL CO-OPERATIVE MILKPRODUCER'S UNION LTD. KSHEERA BHAVAN, PATTOM, THIRUVANANTHAPURAM –695 004 Phone No: 2558850, 2446845 Fax: 2449567, E-mail ID <u>–trcmpupi@gmail.com</u>

E-TENDER Containing Conditions of Contract and Schedule for the transportation of Milk from Societies To Bulk Milk Chilling Centers. ALAPPUZHA

> Bid Ref. No. : 135/TRU/PI/MCR/24-25/ETEND1 E-Tender ID:2025_KCMMF_736670_1

BID FORM

1.Registered Name of Bidder	:
2.Address	:
3. Telephone	
i) Land phone	:
ii) Mobile	:
4. E-mail	:
5. Fax	:



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NOTICE INVITING TENDER

Thiruvananthapuram Regional Co-operative Milk Producers' Union Ltd. (TRCMPU Ltd) invites competitive offers from registered vehicle owners for transportation of raw milk in the milk cans of 40 Ltr capacity from primary societies situated in the **Alappuzha** district to Bulk Milk Chilling Centres. The contract will be for a period of **two years** with effect from **01.04.2025** or from the date of starting of the contract as per the terms and conditions detailed in the tender document. Interested eligible Bidders may obtain further information from district P&I units. The bid shall be submitted in two-cover system consisting of technical bid and financial bid. The financial bid of those who qualify in the technical bid only will be opened. Detailed terms and conditions are contained in the bidding document/ tender document of the above work which is uploaded in the Kerala Government e-portal www.etenders.kerala.gov.in.

a.	Tender reference No	ce No 135/TRU/PI/MCR/24-25/ETEND1						
b.	Tender download	Can be downloaded from the Website: www.etenders.kerala.gov.in						
c	List of Routes & Specifications	As per Annexure -1						
d.	Details of the routes/vehicles/EMD paid	To be filled and submitted by the bidder in the Annexure -2						
e.	EMD (Maximum)	Rs. 2,16,000/- (Rupees Two Lakh Sixteen Thousand only)						
f.	Tender fee	Rs. 500/- (Rupees Five Hundred only)						
g.	Documents publishing date	12.02.2025, 10.00 am						
h.	Bid submission-closing date	22.02.2025, 01.00 pm						
i.	Bid opening	24.02.2025, 10.00 am						
j.	Bid validity	90 days						

General Guidelines for e-Procurement

This tender is an e-Tender and is being published online for the supply of items as mentioned in the Invitation to Bid. The tender is invited in two cover system from the registered and eligible parties through e-procurement portal of Government of Kerala (<u>http://www.etenders.kerala.gov.in</u>). Prospective bidders willing to participate in this tender shall necessarily register themselves with above-mentioned e-procurement portal. The tender timeline is available in the critical date section of this tender published in <u>www.etenders.kerala.gov.in</u>.

Online Bidders registration process:

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on "<u>www.cca.gov.in</u>." Once, the DSC is obtained, bidders have to register on "<u>www.etenders.kerala.gov.in</u>" website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost. Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-2577088, 2577188, 2577388 or 0484-2336006, 2332262 or 1800-3070-2232 – through e-mail: "<u>etendershelp@kerala.gov.in</u>" for assistance in this regard.

Online Tender Process:

The tender process shall consist of the following stages:

- a. **Downloading of tender document**: Tender document will be available for free download on "<u>www.etenders.kerala.gov.in</u>" from the date & time of publication of e-tender, till the last date & time for online submission of e-tender. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document. Downloading of tender documents will not be possible after the date specified above.
- b. Pre-bid Meeting: NA
- c. **Publishing of Corrigendum**: All corrigenda shall be published on "<u>www.etenders.kerala.gov.in</u>" and shall not be available elsewhere.
- d. **Bid submission**: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document to "<u>www.etenders.kerala.gov.in</u>." No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- e. **Opening of Technical bid and bidder short-listing:** Technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualification. All documents in support of technical qualification shall be submitted (online) within the due date and time. Failure to submit the documents will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- f. **Opening of financial bids:** Bids of the qualified bidders shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in the critical date's section.

Documents comprising bid:

g. First Stage (Pre-qualification or Technical cover based on 1 cover or 2 cover tender system): Pre-qualification or technical proposal shall contain the scanned copies of the documents mentioned in the Terms & Conditions (Clause 1. Eligibility requirements) which every bidder has to upload.

The department doesn't take any responsibility for any technical snag or failure that has taken place during document upload.

h. The Second Stage (Financial Cover or as per tender cover system):

The Bidder shall complete the Price bid as per BOQ in spreadsheet format given for download along with this tender.

Note: - The blank price bid should be downloaded and saved on bidder's computer without changing file-name, otherwise price bid will not get uploaded. The bidder should fill in the

details in the same file and upload the same back to the website.

Fixed price: Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/variable price quotation will be treated as non-responsive and rejected.

a. Tender Document Fees and Earnest Money Deposit (EMD)

The Bidder shall pay a tender document fee and Earnest Money Deposit or Bid Security as given in the Tender Inviting Notice. The Bid security is required to protect the purchaser against the risk of Bidder's conduct, which would warrant the forfeiture of security.

Online Payment modes: The tender document fees and EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system:

<u>State Bank of India Multi Option Payment System (SBI MOPS Gateway)</u>: Bidders are required to avail Internet Banking Facility in any of below banks for making tender remittances in e-Procurement System.

A)	A) Internet Banking Options (Retail)							
1	Allahabad Bank	32	Kotak Mahindra Bank					
2	Axis Bank	33	Lakshmi Vilas Bank					
3	Andhra Bank	34	Mehsana Urban Co-op Bank					
4	Bandan Bank	35	NKGSB Co-operative Bank					
5	Bank of Bahrain and Kuwait	36	Oriental Bank of Commerce					
6	Bank of Baroda	37	Punjab and Maharashtra Cooperative Bank					
7	Bank of India	38	Punjab National Bank					
8	Bank of Maharashtra	39	Punjab and Sind Bank					
9	Bassein Catholic Co-operative Bank	40	RBL Bank					
10	BNP Paribas	41	Saraswat Cooperative Bank					
11	Canara Bank	42	ShamraoVithal Cooperative Bank					
12		43	South Indian Bank					
13	Central Bank of India	44	Standard Chartered Bank					
14		45	State Bank of India					
15	Corporation Bank	46	Syndicate Bank					
16	Cosmos Bank	47	Tamilnad Mercantile Bank					
17	DCB Bank	48	Tamilnadu Cooperative Bank					
18	Dena Bank	49	The Kalyan Janata Sahakari Bank					
19	Deutsche Bank	50	Thane Janata Sahakari Bank					
20	Dhanalaxmi Bank	51	UCO Bank					
21	Federal Bank	52	Union Bank of India					
22	HDFC Bank	53	United Bank of India					
23	ICICI Bank	54	Vijaya Bank					
	IDBI Bank	55	YES Bank					
	Indian Bank							
26	Indian Overseas Bank							
27	IndusInd Bank							
28	Jammu & Kashmir Bank							

29	Janata Sahakari Bank		
30			
	Karnataka Bank		
31	KarurVysya Bank		
B)]	Internet Banking Options (Corpor	rate)	
1	Bank of Baroda	21	Laxmi Vilas Bank
2	Bank of India	22	Oriental Bank of Commerce
3	Bank of Maharashtra	23	Punjab & Maharashtra Coop Bank
4	BNP Paribas	24	Punjab & Sind Bank
5	Canara Bank	25	Punjab National Bank
6	Catholic Syrian Bank	26	RBL Bank
7	City Union Bank	27	ShamraoVitthal Co-operative Bank
8	Corporation Bank	28	South Indian Bank
9	Cosmos Bank	29	State Bank of India
10	Deutsche Bank	30	Syndicate Bank
11	Development Credit Bank	31	UCO Bank
12	Dhanalaxmi Bank	32	Union Bank of India
13	Federal Bank	33	UPPCL
14	HDFC Bank	34	Vijaya Bank
15	ICICI Bank	35	Axis Bank
16	Indian Overseas Bank		
17	JantaSahakari Bank		
18	Jammu & Kashmir Bank		
19	KarurVysya Bank		
20	Kotak Bank		

During the online bid submission process, the bidder shall select *SBI MOPS* option and submit the page, to view the *Terms and Conditions* page. On further submitting the same, the e-Procurement system will re-direct the bidder to MOPS Gateway, where two options namely *SBI* and *Other Banks** will be shown. Here, Bidder may proceed as per below:

- a) **<u>SBI Account Holders</u>** shall click **SBI** option to with its Net Banking Facility, where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.
- b) **Other Bank Account Holders** may click **Other Banks** option to view the bank selection page. Here, bidders can select from any of the 54 Banks to proceed with its Net Banking Facility, for remitting tender payments.

*Transaction Charges for Other Banks vide SBI Letter No. LHO/TVM/AC/2016-17/47 – 1% of the transaction value subject to a minimum of Rs. 50/- and maximum of Rs. 150/-

Any transaction charges levied while using any of the above modes of online payment has to be borne by the bidder. The bid will be evaluated only if payment status against bidder is showing "Success" during bid opening.

SUBMISSION PROCESS:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and financial bid online on "<u>www.etenders.kerala.gov.in</u>" along with online payment of tender document fees and EMD. No other mode of submission shall be accepted and such tenders will be rejected outright.

For page-by-page instructions on the bid submission process, please visit "<u>www.etenders.kerala.gov.in</u>" and click "Bidders Manual Kit" link on the home page.

It is necessary to click on "Freeze bid" line/icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/opening during bid opening process.



A. Eligibility :

- a) Owners of vehicles with the specifications stipulated here in are eligible to participate in the tender.
- b) Model of the vehicles shall be of the year 2015 or later.
- c) Bidders must own registered vehicles in their name. They are eligible to participate in all routes listed in the tender document. However, a single vehicle with the same registration may only be used to laid for a maximum of three routes. Using the same vehicle to participate in more than three routes will result in disqualification from all routes.
- d) A person not having vehicle registered against his/her name can also participate in the tender under "New vehicle" category and they shall present the newly purchased vehicle for inspection within 90 days from the date of acceptance of work order failing which the EMD and Security Deposit shall be forfeited and the loss incurred if any to the Union shall be borne by the tenderer/contractor from any amount due to the contractor from the Union.

B. Period Of Contract

The contract will be for a maximum period of two years with effect from 01.04.2025 or from the date of starting of the contract till 31.03.2027 as per the terms and conditions detailed in the tender document. If any contractor withdraws from his contract before the expiry of the period of contract without serving notice as mentioned in milk collection contract agreement, the security deposit, deposited by him/her will be forfeited to the Union or such action taken against him/her as the Union may deem fit.

C. Tender Fee & Earnest Money Deposit

- a) The Tender fee and EMD as given in the invitation to bid shall be accepted via online transaction only, through the site www.etenders.kerala.gov.in.
- b) Tender Fee (Bid Submission Fee) shall be non-refundable.
- c) EMD of the unsuccessful tenderer shall be released immediately after the award of the contract to the successful tenderer.
- d) The EMD of the successful bidder shall be released after acceptance of work order and remittance of security deposit.
- e) No interest shall be paid for the EMD towards the period for which it lies in deposit.
- f) The Earnest Money Deposit (EMD) to be remitted is as follows;

Categories	Earnest Money Deposit/Route
Existing vehicle	Rs. 2000/-
New vehicle	Rs. 8000/-

The bidders are required to calculate and remit the total EMD amount based on the EMD specified in the above table corresponding to the number of routes for which they are participating. The maximum EMD amount is specified in the invitation to Bid.

The bids submitted by the bidders who remit an EMD amount less than the required amount corresponding to the number of routes quoted will be summarily rejected during Technical Evaluation stage.

- g) In case the bidder withdraws from the tender after financial evaluation the EMD will be forfeited.
- h) The EMD, shall subject to the condition specified herein, be returned to the bidder once the acceptance of work order, remittance of security deposit and execution of agreement are fulfilled. In the event of any dispute arising between TRCMPU and the Bidder, TRCMPU shall be entitled to deduct out of the EMD or the security deposit the corresponding amount of such damages, and the expenses as may be claimed, until such dispute is determined.

D. Security Deposit

The L1 bidder shall, before signing the agreement and within the period specified in the letter of acceptance of the tender, deposit an amount of ₹10,000/- for vehicles upto 2 tonne & ₹15,000/- for vehicles above 2 tonne towards security deposit for satisfactory fulfillment of the contract. If the successful tenderer fails to remit the security deposit and execute the agreement as stated above, the EMD deposited by him will be forfeited to the Union who at the defaulter's risk may enter in to contract with another tenderer and any loss incurred by the Union on this will be recovered from the defaulter who will however not be entitled to any gain accruing thereby. If the successful tenderer fails to transport raw milk as per the work orders for the contract period, the security amount deposited by them will be forfeited to TRCMPU and the contract arranged elsewhere.

E. Communication of acceptance of the work order, remittance of security deposit and subsequent execution of the agreement as stipulated there in constitutes a concluded contract. The successful bidder shall also execute an agreement in due fulfillment of the contract within the period to be specified in the letter of acceptance. The contractor shall bear the stamp duty, lawyer's charges and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified will entail the penalties as the Union may deem fit.

- **F.** In cases where a successful bidder having taken up the contract fails to fulfill the contract in full or for the full duration of the contract, cause in any manner any loss or damage to any property belonging to the BMCC/Cluster societies by his/her acts of commission or omission, hinders in any way the smooth and orderly functioning of the Cluster societies/BMCC/Dairy, or brings disrepute to the Cluster societies/BMCC/Dairy, the undersigned may at his discretion, settle a new contract for the work by means of another tender/quotation or by negotiation with the next higher tenderer who had offered to take up the contract and the loss, if any caused to Union thereby shall together with such sums as may be fixed by the undersigned towards damages, be recovered from the defaulting tenderer/contractor.
- **G.** The security deposit shall subject to the conditions specified here in, be returned to the contractor within three months after expiry of the period of contract, but in the event of any dispute arising between the Union and the contractor, the Union shall be entitled to withhold the deposit until such dispute is determined; and any amount such as damages, costs, charges and expenses due from tenderer/contractor may be claimed. The same may also be deducted from any other sum which may be

due at any time from the Union to the contractor. The contractor shall not assign or make over the contract or the benefits or burdens thereof to any other person or body corporate. The contractor shall not underlet or sublet to any persons or body corporate the execution of the contract or any part thereof without the consent in writing of the undersigned who shall have absolute power to refuse such consent or to repeal such consent (if given) at any time if he is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the contractor or the subcontractor upon such repeal, provided also that if such consent be given at any time the contractor shall not be relieved from obligation, duty or responsibility under this contract.

- H. In case the contractor becomes insolvent or goes into liquidation, or makes or proposes to make any assignment for the benefit of his creditors or proposes any compensation with his creditors for the creditors, or in case any receiving order or orders for the administration of his estate are made against him or in case the contractor shall commit any act of insolvency or in case in which under any clause or clauses of this contract the contractor shall render himself liable to damages amounting to the whole of his security deposits, the contractor shall thereupon after notice given by the undersigned to the contractor, be terminated and the Union may complete the contract in such time and manner and by such persons as the Union may think fit. But such termination of the contractor in respect of any breach of contract thereto committed by the contractor. All expenses and damages caused to the Union, due to any breach of contract by the contractor shall be recovered from him through legal action.
- I. In case the contractor commits any breach of covenants, stipulations and agreements herein contained, and on his part, to be observed, then and in any such case, it shall be lawful for the Union (if they shall think fit to do so) to arrange for the transport of milk by other means or on behalf of the Union by an order in writing under the hand of the undersigned put an end to this contract and in case the Union shall have incurred, sustained or been put to any costs, damages or expenses by reasons of such arrangement or by reason of this contract having been so put to an end or in case any compensation, losses, costs, damages, expenses or other moneys shall then at any time during the continuance of this contract be payable by the contractor to the Union under and by virtue of this contract, it shall be lawful for the Union from and out of any moneys for the time being payable or owing to the contract or from the Union all such costs, damages and expenses they may have sustained incurred or been by reason of the arrangements made or by reason of this contract, having been so put an end to as aforesaid and also all such compensation loss, costs, damages, expenses and other moneys as shall for the time being be payable by the contractor as aforesaid.
- **J.** Any sum of money due and payable to the contractor (including security deposit refundable to him under this contract) may be appropriated by the Union and set off against any claim of the Union for the payment of a sum of money arising out of or under any other contract made by the contractor with the undersigned or Union or any other person authorized by the Union.

- **K.** Every notice hereby required or authorized to be given may be either given to the contractor personally or left at his residence or last known place of abode or business or may be handed over to his vehicle crew personally or may be addressed to the contractor by post at his usual or last known place of abode or business and if addressed and shall be deemed to have been served on the contractor on the date on which in the ordinary course of post, a letter so addressed and posted would reach his place of abode or business.
- **L.** The rate agreed (in the date of opening of tender) shall be subjected to increase/decrease as fixed by the Union with effect from the date of opening of tender.
- **M.** Tenderers should be prepared to accept orders subject to the penalty clause for the forfeiture of security in the event of failure to fulfill the contract as per the terms and conditions.
- **N.** The rates quoted should be inclusive of all taxes, duties, cesses, toll etc., which are or may become payable by the contractor under laws in force from time to time or rules in force during the course of execution of the contract.

SPECIAL CONDITIONS FOR TRANSPORTATION OF MILK

- 1. The contractor is bound to transport milk from collection centers in the route awarded to him in both the shifts every day for the contract period. During the period, if the work of contractor is not found satisfactory, his contract will be terminated. The Union also reserves the right to extend the period of contract for a further period not exceeding 3 months and the contractor shall agree to such extension, if any.
- 2. Milk is to be transported in milk cans of 40 ltr capacity. The contractor is bound to transport the specified number of cans with milk by his vehicle in each shift. The Union will not provide any attendants and it shall solely be the responsibility of the contractor to assist in loading of milk cans from societies and it is the responsibility of the contractor to unload the milk cans at BMCC dock and open its lids. Tipping of milk at the BMCC dock can be executed either solely by the society staff or by the vehicle crew if situation warrants and directed accordingly by the authorized representative of the Union. In the latter condition, the contractor will be eligible to claim the tipping charge as per the prevailing norms in addition to the transportation charges.
- 3. The contractor will have to bring milk twice daily from the societies in the awarded route as per the time schedule issued by the district P & I Office and deliver it to the BMCC at the timing fixed by the Union. The contractor will have to return the empty cans to the societies twice every day. The contractor shall be allowed a grace time of 15 minutes over and above the specified time to reach the BMCC. If the contract vehicle reaches the BMCC later than the grace time, the contractor shall be fined ₹200/- for every 20 minutes or part thereof.
- 4. For the articles sent to the societies through the Contract vehicle, the Contractor will have to maintain necessary register according to the instructions from the authorized representatives of the Union.
- 5. If the vehicle fails on the road, it is the Contractor's responsibility to repair the vehicle or provide alternate transport and deliver the milk at the BMCC, within the scheduled time. The Union will not pay any transportation charges for the alternate vehicle so arranged by the contractor.
- 6. If the contractor is required to transport articles other than milk he will be paid extra at the following rates.
 - a. For article weighing up to 40 Kgs., the contractor will be paid at the rate ₹10/-per article.
 - b. For transporting ghee or milk products etc., the contractor will not be paid any additional charges.
- 7. Loss or damage due to improper working or non-adherence of instructions of the Union will be recovered from the Contractor.
- 8. The contractor shall inform the concerned Dairy / P & I Unit of any change in distance due to any reason within 24 hours. The contractor shall operate through the shortest possible route. The total reduction due to closure of societies or reduction in distance due to rescheduling of route should in no case be more than 15% of the notified distance in the tender. The contractor will be paid prorata, subject to the above condition.

- 9. The contractor will not be permitted to use any vehicle of smaller capacity other than already agreed to, without prior sanction of the District (P & I) Office. In case the contractor is permitted in writing to use a vehicle of smaller capacity than the one agreed to he will be paid only 80% of the contract rate per km, for the transportation of the entire quantity of milk collected in that route and such a sanction obtained from district P& I unit shall be valid only for a maximum period of 3 months.
- 10. The contractor can transfer the contract to another person on payment of ₹ 2000/- to the Union along with the transfer application, which shall be made at least one month in advance of the date from which the transfer is to be effected. The Union, however will consider the transfer only if it is satisfied on the transferee's financial soundness and capabilities to undertake such contract. If the transfer of contract is agreed by the Union, the transferee shall agree to all the terms and conditions of the original contract. In the event of death of the Contractor, the contract may be transferred to the legal heir to whom the transfer of ownership of the concerned contract vehicle has been effected subsequently. No transfer fee shall be remitted in such cases.
- 11. Letters/correspondences from societies to Union / BMCC and vice-versa will be carried by the truck in letter box. Failure to do so will entail penalty at the rates fixed by the Union/Dairy.
- 12. For violation of speed limit, for carrying passengers and for cleaning the vehicle in BMCC premises, the Contractor will be penalized at such rates as may be fixed by the Union.
- 13. If the vehicle arrives at the reception dock of BMCC within the specified time and the milk turns sour, it will be treated as societies' responsibility. If the vehicle arrives later than the scheduled time and the grace time combined, and the milk turns sour, "the damage will be treated as due to the fault of the contractor and the cost of such spoiled milk will be recovered from the contractor".
- 14. No other material is to be transported with milk unless it is permitted by the Dairy/Union.
- 15. If the contractor or any of his employees, is found guilty of stealing milk during transportation, the entire shortage occurred any time in that route from the date of award of the contract will be realised from the contract and his contract is liable to be cancelled.
- 16. Payment to the contractor will be made every 15 days against submission of bills by him. He should submit the bill for 1st to 15th on 17th of the same month and for 16th to 31st by 2nd of the subsequent month to the concerned P & I units.
- 17. In case of any dispute between the contractor, cluster society, BMCC Lead Society or Dairy the decision of the Union will be final and binding.
- 18. Toll charges, if any, is to be borne by the contractor. Union will not pay any additional amount for such claim.
- 19. The contractor is bound to furnish the details of employees engaged by him in the contract vehicle every month with basic wages, and DA and other salary particulars paid to them along with the contract bill submitted by the contractor.

- 20. The contractor is liable to pay the contribution towards E.P.F., E.S.I. and to meet all benefits under other labour statutes as applicable to contract employees engaged by them in the contract vehicle.
- 21. The Union shall deduct the E.P.F. / E.S.I. contribution from the contractor when such employees engaged by the contractor are eligible to be covered under the above statutes as per provisions and remit the amount to concerned authorities, if the same is not done by the contractor.
- 22. Due to any mechanical defects, or by way of other reasons thereof, if the BMCC becomes nonoperational, it is the contractor's responsibility to transport the milk cans collected from the cluster societies to other BMCC's as per the directions of concerned district P& I units for which additional transportation charges at prevailing rate basis will be allowed.
- 23. The contractor shall be bound to carry number of milk cans as specified below:

4.5 - 5.0 ton	-	90 cans
2.5 - 3.0 ton	-	60 cans
1.6 - 2.0 ton	-	40 cans
1.25 - 1.5 ton	-	30 cans
0.7 - 1.0 ton	-	20 cans

The contractor shall also be bound to carry 15% additional cans, over and above the number specified for each tonnage category, if situation warrants so (fraction if any may be rounded to the higher side).

- 24. If the number of cans to be transported exceeds the number of cans specified by the Union during the contract period, the contractor will be paid a premium of ₹ 7 for each additional can of milk transported.
- 25. Special Conditions proposed by the tenderers along with the tender will not be considered unless they are expressly accepted in writing by the undersigned.
- 26. The Union/Dairy reserves the right to add or delete collection points, change the time schedule at any point during the period of contract.
- 27. Contractor who is habitually violating the rules and regulations of contract will be blacklisted.
- 28. The contractor shall keep the vehicle clean and good condition.
- **29.** Loss on account of spoilage of milk owing to mechanical fault, break-down of vehicle, road blocks etc. for which the Dairy is not at fault shall be borne by the contractor alone. The Union shall not pay any amount for the loss of milk as aforesaid.
- 30. The contractor agrees that the truck sheet shall be properly filled up and invoices of milk acknowledged by Dairy are handed over to the society on time.
- 31. The emblem of MILMA superscribed with the letter **'milma**' shall be exibited in the front and rear side of the truck at the appropriate place as designed & specified by the Union.
- 32. A person who has submitted tenders in tender for milk collection routes during the period 01-11-2022

to 31-10-2024 and quoted lowest rate (L1) in the tender and later withdrawn / refused to operate even a single route at the time of negotiation or after, shall not be eligible to participate in this tender.

33. A person who became successful in tender for milk collection routes during the period 01-11-2022 to 31-10-2024 and awarded with the route and later unilaterally abandoned without proper notice during the tenure of contract, shall not be eligible to participate in this tender.

Submission of Tender

- 1. Tenders are to be submitted online only through the e Procurement portal of Government of Kerala <u>www.etenders.kerala.gov.in</u>
- 2. A Prescribed format is available as BOQ (Bill of Quantities) in the website for quoting the rates. DOCUMENTS TO BE UPLOADED DURING TENDER SUBMISSION
- a. The bidder shall scan and upload this tender document with proper signature in all pages.
- b. Bidder shall upload scanned copy of their Aadhar Card, PAN, and Bank Pass book.
- c. The bidder shall upload the self-attested copies of the vehicle/vehicles proposed to be engaged in each route for which rates are quoted. Bidder must be the registered owner of the vehicle. In cases where the bidder does not have a vehicle registered against his/her name, he/she can still participate in the tender by providing an affidavit in stamp paper of Rs.200/- agreement that new vehicle will be purchased and presented for inspection within 90 days from the date of issuance of work order.

The tender submitted without the above said documents will be considered as incomplete and subjected for rejection during technical evaluation.

- 3. Bidder alone will be responsible for submission of defective tenders and such tenders are liable to be summarily rejected.
- 4. Bidders are advised to note the Tender ID and Tender No. & Date for reference.
- 5. All uploaded documents should contain the signature and the office seal of the bidder/authorized persons and should be digitally signed while uploading. Documents uploaded without digital signature shall entitle rejection of the tender.
- 6. Opening of Tenders: The online tenders will be opened on the date and time of opening, as notified.
- 7. The Managing Director, TRCMPU Ltd., reserves the right to reject any or all the technical bids, if he finds the same would safeguard the best interest of TRCMPU.
- 8. The tenders will be evaluated based on the lowest rate quoted per kilometer
- 9. The Thiruvananthapuram Regional Cooperative Milk Producers' Union Ltd. is not bound to accept the lowest price bid offer. Managing Director of TRCMPU Ltd has the absolute right to reject any or all the tenders without assigning any reason thereof.
- 10. The language of the tender shall be in English.
- 11. Thiruvavanthapuram Regional Cooperative Milk Producers Union Ltd. shall not be responsible for any kind of delay in online submission of tender.
- 12. Only the authorized signatory shall submit the tender.
- 13. Amendments if any shall be brought to the notice through the online website <u>www.etenders.kerala.gov.in</u> or <u>www.milmatrcmpu.com</u> to all prospective bidders, and that will be binding on them.
- 14. The Bidder shall pay tender document fee of Rs. 500/- and Earnest Money Deposit Rs.2000/- per route for existing vehicles and Rs.8000/- per route for new vehicles. This amount is remitted to protect the purchaser against risk of Bidder's conduct during the tender process, which would warrant the forfeiture of EMD amount.
- 15. The successful bidder shall deposit an amount of ₹10,000/- for vehicles upto 2 tonne &₹15,000/- for vehicles above 2 tonne towards security deposit for satisfactory fulfillment of the contract. This amount is remitted to protect the purchaser against risk of Bidder's conduct during the course of contract, which would warrant the forfeiture of security deposit.
- 16. The final acceptance of the tender rests entirely with the Managing Director, TRCMPU, who do not bind themselves to accept the lowest or any tender.
- 17. No representation for enhancement of rates once accepted will be considered.

- 18. The field provided in the BOQ for entering "All-inclusive Unit Rate" shall be filled judiciously. If the bidder is not quoting for a particular route, the corresponding field should be left blank.
- 19. The bidder shall fill and upload the details as mentioned in the Annexure-II
- 20. Special conditions, if any, attached unilaterally by the bidder along with the tender document will not be applicable to the contract unless they are expressly accepted in writing by the undersigned.
- 21. Payment of taxes, any other applicable Government levies and all statutory deductions shall be made according to the rules and regulations as existing on the date of the payment.
- 22. Arbitration:- In case of any dispute, the Registrar of Co-operative Societies of Kerala State shall be the sole Arbitrator as per the provisions of section 69 of Kerala Co-operative Societies Act 1969.
- 23. Jurisdiction:- Thiruvananthapuram (Kerala) only.

for TRCMPU Ltd.,

Sd/-UNIT HEAD P&I Office (Milma), Mannar, Alappuzha District, Kerala, Pin – 689 622. Ph.: 0479-2312562

<u>ANNEXURE –1</u> <u>E-TENDER FOR TRANSPORTATION OF MILK FROM SOCIETIES TO</u> <u>BULK MILK CHILLING CENTERS</u> <u>LIST OF CLUSTER ROUTES-ALAPPUZHA</u>

SL NO.	UNIT	NAME OF BMCC	ROUTES	KM	TONNAGE
1	ALAPPUZHA	Mannar	Chengannur	102.1	1.50
2	ALAPPUZHA	Mannar	Elanjimel	87.2	1.50
3	ALAPPUZHA	Pulimel	Padanilam	111.8	2.00
4	ALAPPUZHA	Erumakuzhy	Erumakuzhy	45.0	1.50
5	ALAPPUZHA	Onattukara	Onattukara	48.0	1.00
6	ALAPPUZHA	Kattanam	Pallickal	67.0	1.50
7	ALAPPUZHA	Thekkemury	Thekkemury	16.0	1.00
8	ALAPPUZHA	Vallikunnam	Charummodu	53.0	1.50
9	ALAPPUZHA	Karazhma	Karazhma	68.0	1.50
10	ALAPPUZHA	Njakkanal	Njakkanal	39.2	2.00
11	ALAPPUZHA	Prayar north	Prayar	28.0	1.00
12	ALAPPUZHA	Valiyakuzhy	Cheppad	65.0	1.50
13	ALAPPUZHA	Valiyakuzhy	Kandallor	122.0	2.00
14	ALAPPUZHA	Valiyakulangara	Chingoli	60.8	2.00
15	ALAPPUZHA	Karuvatta south	Thottapally	62.0	1.00
16	ALAPPUZHA	Karuvatta south	Veeyapuram	90.0	1.50
17	ALAPPUZHA	Amayida	Karumadi	137.0	1.50
18	ALAPPUZHA	Punnapra west	Kavalam	178.4	1.50
19	ALAPPUZHA	Punnapra west	Champakulam	100.0	1.50
20	ALAPPUZHA	Muhamma north	Aryad	80.0	1.50
21	ALAPPUZHA	Muhamma north	Mannancherry	57.0	1.00
22	ALAPPUZHA	Muhamma north	Sreekandamangalam	53.2	1.50
23	ALAPPUZHA	Kanichikulangara	Kanichikulangara	63.0	1.50
24	ALAPPUZHA	Kalathiveedu	Vayalar	90.0	1.50
25	ALAPPUZHA	Thripoorakulanagara	Pattanakkad	65.0	1.50
26	ALAPPUZHA	Thripoorakulanagara	Kadakkarapalli	96.0	1.50
27	ALAPPUZHA	Poochakkal	Poochakkal	111.0	1.00

Sl.	Name of the	Details of Vehicle						EMD	
No ·	Cluster Route	Make	Model & Year	Regn. No	Name of Owner	Gross Weight	Unladen Weight	Tonn age	Amou nt paid per Route
									Koute

ANNEXURE II

Name of the bidder:

Signature: