



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

BID REF No: TRU/PPM/05/2023-24

E-TENDER ID: 2023_KCMMF_599943_1

**BID DOCUMENT FOR TANKER LORRIES FOR
TRANSPORTATION OF MILK FROM THE DAIRIES
OUTSIDE KERALA STATE TO DAIRIES OF TRCMPU
THROUGH "PIECE RATE PRINCIPAL TO PRINCIPAL
INDEPENDENT LABOUR CONTRACT" BASIS**

2023

BID FORM

1	Registered name of bidder	
2	Address	Office Address:
3	Telephone	Land Phone : Mobile : E mail : Fax :

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THIRUVANANTHAPURAM REGIONAL CO-OPERATIVE MILK PRODUCERS'
UNION LIMITED

E-TENDER NOTICE

Bid reference : TRU/PPM/05/2023-24, dated 04/09/2023

Name of work: Transportation of Milk to the Dairies of TRCMPU
From dairies outside Kerala State through "piece rate principal to
Principal independent labour contract" basis for a **period of three**
Years from 01/10/2023 to 30/09/2026

Tender download: From www.etenders.kerala.gov.in

Document download: From www.etenders.kerala.gov.in

Bid opening: 20/09/2023

Sd/-
Managing Director

THIRUVANANTHAPURAM REGIONAL CO-OPERATIVE MILK PRODUCERS'
UNION LIMITED

Pattom, Thiruvananthapuram

E-TENDER NOTICE

The Thiruvananthapuram Regional Co-operative Milk Producers' Union Ltd, invites e-tender for the Transportation of Milk from the Dairies outside Kerala state to the dairies of TRCMPU through "piece rate principal to principal independent labour contract" basis. Interested eligible Bidders may obtain further information from the office of the Managing Director, TRCMPU Ltd, Pattom, Thiruvananthapuram.

1. The bid will be in a two cover system and both Pre-qualification and Price bids shall be submitted in a two cover. The price bid of those who qualify in the Pre-qualification bid only will be opened.
2. Detailed terms and conditions, scope of work etc as indicated in the invitation to bid are contained in the bidding document of the above work.

Bid reference :

Tender download : Can be downloaded from the
Website: www.etenders.kerala.gov.in

EMD:Rs 35000/-

Price of bidding document : Rs.2000/- (Inclusive of GST)

Bid publish date : 05/09/2023

Documents download start date : 05/09/2023

Clarification start date : 05/09/2023

Clarification end date : 19/09/2023

Bid submission start date : 05/09/2023

Bid submission closing date : 19/09/2023

Date of opening (price bid) : 20/09/2023

Period of Contract : 01/10/2023 to 30/09/2026

Address for communication and
place of bid opening

: The Managing Director ,
TRCMPU Ltd, Pattom (PO),
Thiruvananthapuram - 695004

Bid Validity

: 90 days from the date of opening

3. All bids must be accompanied by Bid security (EMD) and tender fee as specified in the e-tender notice.

Place: Pattom

Date: 04/09/2023

Sd/-

Managing Director

General Tender Terms & Conditions for e-Procurement

This tender is an e-Tender and is being published online for the Transportation of Milk from the Dairies outside the Kerala state to dairies of TRCMPU through “piece rate principal to principal independent labour contract” basis. The tender is invited in two cover system from the registered and eligible firms or through individuals through e-procurement portal of Government of Kerala (<https://www.etenders.kerala.gov.in>). 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 www.etenders.kerala.gov.in.

A) Online Bidder 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 www.cca.gov.in. Once, the DSC is obtained, bidders have to register on www.etenders.kerala.gov.in 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 - through email: etendershelp@kerala.gov.in for assistance in this regard.

B) Online Tender Process:

The tender process shall consist of the following stages:

- i. Downloading of tender document:** Tender document will be available for free download on www.etenders.kerala.gov.in. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. Publishing of Corrigendum:** All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.
- iii. Bid submission:** Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document (clause No.3, Instruction to Bidders) of www.etenders.kerala.gov.in. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- iv. Opening of Technical Bid and Bidder short-listing:** The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract

disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.

- vi. **Opening of Financial Bids:** Bids of the qualified bidder's shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

C) Documents Comprising Bid:

- (i). **The First Stage (Pre-Qualification or Technical Cover based on 1 cover or 2cover tender system):**

Pre-Qualification or Technical proposal shall contain the scanned copies of the following documents which every bidder has to upload:

As mentioned in Annexure II as per clause no. 1.1of General terms and conditions.

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

- (ii). **The Second Stage (*Financial Cover or as per tender cover system*):**

The Bidder shall complete the Price bid as per 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.

D) Tender Document Fees and Earnest Money Deposit (EMD)

The Bidder shall pay for each route, a tender document fee of Rs. 2000/- (Inclusive of GST) and Earnest Money Deposit or Bid Security of Rs.35,000/- for 20-22 KL/23-25 KL/27-30 KL Tankers. The Bid security is required to protect the purchaser against 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:

- i. **State Bank of India (SBI) Internet Banking:** If a bidder has a SBI internet banking account, then, during the online bid submission process, bidder shall select SBI option and then select Internet banking option. The e-Procurement system will re-direct the bidder to SBI's internet banking page where he can

enter his internet banking credentials and transfer the tender document and EMD amount.

- ii. **National Electronic Fund Transfer (NEFT)**: If a bidder holds bank account in a different bank, then, during the online bid submission process, bidder shall select NEFT option. An online remittance form would be generated, which the bidder can use for transferring amount through NEFT either by using internet banking of his bank or visiting nearest branch of his bank. After obtaining the successful transaction receipt no., the bidder has to update the same in e-Procurement system for completing the process of bid submission. Bidder should only use the details given in the Remittance form for making a NEFT payment otherwise payment would result in failure in e-Procurement system.

As NEFT payment status confirmation is not received by e-Procurement system on a real-time basis, bidders are advised to exercise NEFT mode of payment option at least 48 hours prior to the last date and time of bid submission to avoid any payment issues.

NEFT payment should be done according to following guidelines:

- i. **Single transaction for remitting Tender document fee and EMD**: Bidder should ensure that tender document fees and EMD are remitted as one single transaction.
- ii. **Account number as per Remittance Form only**: Account no. entered during NEFT remittance at any bank counter or during adding beneficiary account in Internet banking site should be the same as it appears in the remittance form generated for that particular bid by the e-Procurement system. Bidder should ensure that tender document fees and EMD are remitted only to the account number given in the Remittance form provided by e-Procurement system for that particular tender.

Bidders must ensure that the banker inputs the Account Number (which is case sensitive) as displayed in the Remittance form. No additional information like bidder name, company name, etc. should be entered in the account no. column along with account no. for NEFT remittance.

- iii. **Only NEFT Remittance Allowed**: RTGS payments, Account to Account transfers, State Bank Group Transfers (GRPT) or Cash payments are not allowed and are treated as invalid mode of payments. Bidder must ensure that the banker does NEFT transaction only irrespective of the amount and specially instruct the banks not to convert the payment type to RTGS or GRPT.
- iv. **Amount as per Remittance form**: Bidder should ensure that the amount being remitted is neither less nor higher than the amount shown in remittance form.

- v. **UTR Number:** Bidders should ensure that the remittance confirmation (UTR number) received after NEFT transfer should be updated as it is, in the e-Procurement system for tracking the payment.
- vi. **One Remittance Form per Bidder and per Bid:** The remittance form provided by e-Procurement system shall be valid for that particular bidder and bid and should not be re-used for any other tender or bid or by any other bidder.

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

E) 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 Pre-qualification bid and financial bid online on www.etenders.kerala.gov.in along with online payment of tender document fees and EMD.

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

It is necessary to click on "Freeze bid" link/ 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.

GENERAL TERMS & CONDITIONS

**Tender for the Transportation of milk
from the dairies outside Kerala state to dairies of TRCMPU through “Piece
Rate Principal to Principal Independent Labour Contract” basis**

1. Eligibility and qualification requirements.

1.1 To be eligible for the award of Contract, bidders shall provide satisfactory evidence to the Thiruvananthapuram Regional Co-operative Milk Producers’ Union Ltd regarding their eligibility, capacity and adequacy of resources to carry out the Contract effectively. To this end, all bids submitted shall include the following information.

A. Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or proprietorship or firm or partnership or if a joint venture, of each party there to constituting the bidder.

1.2 For the purpose of this particular contract, bidder should meet the following qualifying criteria as minimum

- a. The bidder should be in the related business as contractor and shall provide the vehicle with stainless steel insulated milk tank (**with 2 to 3 compartments**) mounted on to the Contractors’ vehicle chassis.
- b. The Contractor shall bear all the cost of mounting of the insulated tank its timely maintenance and he / she may have insurance coverage (comprehensive policy). The Contractor shall meet all official payments at RTA office in connection with use of insulated tank.
- c. The Contractor shall have a minimum of 5 years’ experience in supplying Tankers to the Milk Unions/Federation / Other reputed firms for Milk Transportation. The contractor shall submit an experience certificate from the concerned Union/Federation/Other reputed firms (Nationwide) stating their performance. The offers without this certificate will not be considered.

2. Details of Tanker Lorries vehicles

2.1. Conditions for vehicles.

- a. Model of the vehicles shall be of the year 2018 or later. Before the start of plying the tankers the contractor shall fulfil all statutory regulations to operate within the Kerala state and the vehicle records shall be submitted to the undersigned.
- 2.2. The bidder for 27 to 30 KL tankers shall have a minimum of 10 numbers of 27 to 30 kl tankers registered in his/her/company name.
- 2.3. The bidder for 23 to 25 KL tankers shall have a minimum of 5 numbers of 23 to 25 kl tankers registered in his/her/company name.

- 2.4. The bidder for 20 to 22 KL tankers shall have a minimum of 5 numbers of 20 to 22 kl tankers registered in his/her/company name.

3. Routes

- a. Type: Temporary contract (**Tankers as and when required basis**)
- b. Period of operation:
 - i. For Outside state transportation routes: **01.10.2023 to 30.09.2026** (Requirement of tanker may vary according to the requirement) which may be extended for a period of 3 months on mutual consent.
- c. Type of tankers required: 20 to 22, 23 to 25, 27 to 30 KL capacity Milk Tankers.
 - i. For Outside State Operation: Transportation of milk from other states to our Thiruvananthapuram, Kollam and Pathanamthitta dairies.
- d. Tankers with non-Kerala registration can also apply. The bidder shall obtain permit to operate within state of Kerala. Copy of the permit shall be produced prior to the commencement of contract period.
- e. The Managing director, TRCMPU Ltd reserves the right to extend the contract further for a period not exceeding 3 months.
- f. The contractor can withdraw from the contract by giving 3 months advance notice to the Managing Director, failing the union is entitled to recover loss/damage incurred to the union from any amount due to the contractor.
- g. If in case the service of the contractor is found unsatisfactory or in case of any breach or isolation of the clause stipulated herein or in the work order or the agreement, the Managing director is entrusted to cancel the tender without any prior intimation. In such case the EMD remitted shall be forfeited.

4. Other details of the routes

- a. The Tanker routes shall be operated at rate per running kilometre basis.
- b. The actual distance will be verified in the presence of the contractor and the bills will be settled based on this verification only.
- c. The contractor is liable to lift milk for all the Dairies of TRCMPU as per the directions from the concerned officers of TRCMPU.
- d. The rate of Tanker vehicles will be re-fixed according to the variations in the cost of High Speed Diesel from time to time based on the mileage shown below. The increase/decrease in fuel price will be affected only when the price revision is a minimum of Rs.1/L. Under no other circumstances, revision in the rate will be entertained.

Mileage of Tankers fixed	
20 to 22 KL	4 km/Litre of Diesel
23 to 25 KL	3.5km/Litre of Diesel
27 to 30 KL	3 km/Litre of Diesel

5. Terms and conditions

- a. Rate quoted should be for Rs. per running kilometre. Rates quoted shall be inclusive of operational/maintenance cost, taxes and duties, cesses and permit charges 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 & exclusive of Toll Charges.
- b. In the case of other State registered vehicle operating tankers within Kerala, the required additional permit charges if any may be paid by Contractor.
- c. The Contractor is bound to operate tankers as and when required basis from/to any dairies as instructed by TRCMPU Officials.
- d. Payment will be made on weekly basis, based on the bills submitted. ESI registration/EPF (wherever applicable) and Permanent Account Number (PAN) of Income Tax is essential to effect the payment.
- e. The contractor is liable to submit Acknowledgement document provided by the receiving Dairy on the submission of the transport bill. Fastag statement is compulsory for the settlement of toll charges. The contractor should mark the charges applicable to every particular trip while submitting the same.
- f. The successful bidder shall execute an agreement in a non-judicial stamp paper worth Rs. 200/-.
- g. The cleaning of the tanker to the satisfaction of the Dairy officials after every emptying will be the responsibility of the contractor. The dairy shall give necessary water & cleaning powder for the purpose. The tankers shall be cleaned (inside & outside) after each trip.
- h. If the cleaning is arranged by Dairy, the charges will be recovered from the contractor (Current rate is Rs.100/tanker, subject to change on completion of current contract).
- i. Losses occurring to the Union due to vehicle break-down/accidents/intentional delay will result in recovery of entire losses with penalty from the Contractor as fixed by the Union.
- j. The contractor will be liable for any loss/spoilage of milk dispatched in good condition but not received at the destination in good condition.
- k. Vehicle Tracking and Monitoring Systems shall be installed by the Contractors as and when required by TRCMPU & it shall be accessible to officials of TRCMPU.
- l. Cargo insurance will be contractor's responsibility. The contractors shall take proper insurance to cover all probable risk pertaining to the subject matter of this work. The loss sustained to TRCMPU 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 TRCMPU, under or by virtue of these presents shall be recoverable from the contractor.
- m. The vehicle shall maintain a log book/trip sheet showing time of starting, km reading and time at destination and the kilometre reading and the log

book/trip sheet shall be submitted for verification while submitting the bill.

6. Other information about tender

- a. Statutory income tax will be deducted from the bill of contractor. He is liable to produce the copy of his PAN card along with the first bill.
- b. All tankers should have valid FSSAI registration. Copy of which shall be submitted before the commencement of contract.

7. Submission of Tender.

- a. The contractor shall submit his tender separately for each capacity slot and shall remit EMD specified.
- b. If the contractor is participating tender for more than one capacity slots, separate bid form shall be submitted with EMD specified against the capacity.
- c. The successful tenderer is liable to operate the vehicle in the route prescribed by TRCMPU. If he fails to fulfil the conditions as per the order, the EMD/ security deposit will be forfeited.
- d. The EMD of the bidder will be returned by account payee cheque within 90 days after commencement of route operation.
- e. Employees of MILMA or affiliated APCOS are not eligible to participate in the tender.
- f. The contractor is liable to fulfil all the statutory conditions as per the Kerala Transport Act as applicable to operate within Kerala.

8. Points to be cared by the tenderer during contract

- a. The contractor is liable to operate his vehicle during all days as per the requirement round the year including holidays and 'Harthals'.
- b. The contractor is liable to arrange a substitute vehicle during breakdown/ accident or other reasons. If he fails, the additional expenditure and losses shall be borne by the contractor.
- c. The tankers are to be well insulated with PUF and the inside of the tank shall be fabricated with SS 304 grade. The contractor shall ensure that the tank is not leaking and the outside surface of the tanker shall also be well maintained.
- d. If the temperature rise is more than 0.5°C in 12 hours during transportation, the contractor shall replace the tanker with another one of the same capacity having a temperature hike less than 0.5°C in 12 hours during transportation. RMT's shall have proper man hole and wall sealing mechanism as required by TRCMPU.

- e. Any official letters or articles issued to the Dairies shall be handled carefully and to be handed over to the concerned as per the direction. Any failure will be liability of the contractor.
- f. If the crew engaged by the contractor is involved in theft, indecent behaviour, and unsatisfactory service or due to security reasons, the contractor will be liable to change the crew based on the request from TRCMPU.
- g. It is the responsibility of the vehicle crew to properly insert/connect the pumping hose to the tanker without any spillage of milk. He shall ensure that the valves of the tanks are properly positioned before starting the pumping.
- h. The seals provided by the Dairies for sealing at the door/valve of the tankers shall be maintained without any tampering. If found tampered the contractor shall be liable for losses/damages to the union.
- i. It will be the responsibility of the tanker crew to handover the relevant documents to the concerned officials. The weighing of the milk shall be done as per the direction of the concerned officer (Single/ compartment wise).
- j. The opening of the manhole doors of the tank at unloading point and proper plunging of the milk for sampling based on the direction of officials shall be the responsibility of the tanker crew.
- k. The contractor shall be liable to operate additional trips as per the requirement at the same rate fixed.
- l. The tanker crew shall flush the milk solids with water at the end of milk unloading so that to avoid milk solid loss.
- m. The losses including milk incurred due to careless handling of the crew/ while in operation will be booked against contractor's liability. The damage for movable/ immovable property of Dairy due to negligence of the crew will also be recovered from security amount due to him.
- n. After unloading milk, the tanker shall be placed at the manual/CIP cleaning point at Dairy and cleaned manually or CIP cleaned.
- o. The capacity of tanker can be 20 KL to 22 KL, 23 KL to 25 KL, 27KL to 30 KL. Separate rates may be quoted for each capacity. Proper legal endorsement shall be made in the documents of Tanker.
- p. It is the responsibility of the contractor to obtain legal validity for operating his/her/company tanker to operate between two points within Kerala State in case of National Permit Vehicles. TRCMPU will not be responsible for any legal actions/penalty.
- q. In case where a successful tenderer having taken up the contract fails to fulfil the contract in full or for the full duration of the contract, 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.

- r. HSD required for operating tankers shall be arranged by the contractor. TRCMPU will not arrange for HSD on credit.
- s. The contractor shall provide sufficient numbers of tankers to the concerned units as per their requirements as agreed. If he fails to provide sufficient number of tankers without any justifiable/specific reason, TRCMPU will have the right to engage substitute tankers and if such engagement rate is high, the excess additional amount incurred will be recovered from the contractor. Once the contractor fails to provide sufficient tankers as agreed, he/she/company will not have any right to insist the number of tankers to be operated.
- t. The contractor is liable to operate his tanker from any unit under TRCMPU.
- u. The contractor is liable to operate tankers to transfer Ghee/ Milk Cream also other than Milk if required.

9. EMD & Security

Bidders shall submit the Earnest Money Deposit and the contractor shall deposit the security amount (Cash/ Demand Draft) on award of contract as mentioned below. No interest will be paid for the EMD / security deposit for the period for which it lies with TRCMPU.

Vehicle Capacity	EMD	Security amount
20 to 22 KL	Rs.35,000/-	Rs.8,50,000/-
23 to 25 KL	Rs.35,000/-	Rs.10,50,000/-
27 to 30 KL	Rs.35,000/-	Rs.20,00,000/-

10. Agreement

On finalization of the contract, he/she/firm shall execute an agreement in the prescribed format in non-judicial stamp paper worth Rs.200/- at his own cost after depositing the security amount prior to start of contract.

11. General

- a. The Managing Director reserves the right to accept or reject in part if any or all quotations without assigning any reason whatsoever and no explanation can be sought on this account.
- b. Managing Director, TRCMPU has the right to review the performance norms having recovery effect specified in this Tender Notice, if specific request to this effect is received from the Contractor and the same is found well-based.

- c. Settlement of disputes:-Settlement of disputes between the Contractor & TRCMPU if any shall be done at Thiruvananthapuram Jurisdiction only

Sd/-
Managing Director

ANNEXURE - II

PREQUALIFICATION BID FORMAT

(To be prepared in the bidder's letter head and uploaded in the collaboration folder)

SL NO	PARTICULARS	DETAILS
1	Name and Address of the Bidder	
2	Telephone and Mobile Numbers	
3	In case of firm, please state whether the Firm is Registered Company/Proprietary/Society/partnership.	
4	Location of the main office from where the trucks being monitored. The name, address and contact number shall be mentioned.	
5	Details of EMD Remitted.	

Vehicle Capacity	Make	Year	Number of vehicles Can be engaged at a time

SIGNATURE OF CONTRACTOR

ACCEPTANCE OF THE TERMS AND CONDITIONS BY THE TENDERER:

1. I am /we are agreeable to furnish the hard copies of the valid registration Certificate /License and other relevant documents pertaining to this tender immediately but not later than one month from the issue date of work order.
2. I / We have understood clearly the areas, scope and nature of works and terms and conditions and shall scrupulously abide by the same
3. I / We have understood clearly that this is a “piece rate principal to principal independent labour contract” involving the elements of labours, rate per distance (KM) etc for which I am / we are required to quote rates including operational/maintenance cost, taxes & duties, cesses & permit charges excluding toll charges for the entire activates of work as specified.
4. As a registered contractor, I / We have understood clearly of our sole responsibility to faithfully comply with all the, requirements of Sales Tax and Taxation Acts and others as applicable from time to time and TRCMPU shall not in any way will be held responsible for any failure or violation on our part.
5. I / We have understood clearly of our sole responsibility to disburse the wages due payable to the personnel engaged by me /us under the contract promptly in due time and rated irrespective of whether TRCMPU has settled our bills or not. It is also clearly understood by us that we should ensure that the wages paid are in no case less than minimum wages prescribed and are in force at the relevant period. Shall have no employee employer relationship between TRCMPU & Vehicle Crew/Contractor & shall not claim for permanent employment.
6. I / We certify that to the best of my / our knowledge the particulars furnished above is true.

SIGNATURE OF CONTRACTOR

Date:

Name :

Address :