

**KERALA CO-OPERATIVE MILK MARKETING FEDERATION LTD
CENTRAL PRODUCTS DAIRY, PUNNAPRA P.O, ALAPPUZHA – 688 004
Ph: 0477 – 2255920, 2255901, 2255900 E mail: cpd@milma.co.in
Web: www.milma.com**

**TENDER FOR TRANSPORTATION OF MILK THROUGH ROAD
TANKERS ON CONTRACT BASIS FOR A PERIOD OF TWO YEARS.**

SIGNATURE OF TENDERER

**TENDER DOCUMENT FOR TRANSPORTATION OF MILK THROUGH ROAD
MILK TANKERS ON CONTRACT BASIS FOR A PERIOD OF TWO YEARS**

TENDER REFERENCE NO : CPD/PR/106/2018-19 DATED: 07.04.2018
DATE OF COMMENCEMENT OF
DOWNLOADING OF TENDER DOCUMENT : FROM 11-04-2018
LAST DATE AND TIME FOR RECEIPT OF TENDERS: 23-04-2018 UP TO 11.00 AM
TIME AND DATE OF OPENING OF TENDERS : 23-04-2018 AT 11.30 AM
PLACE OF OPENING OF TENDER : CENTRAL PRODUCTS DAIRY,
PUNNAPRA P.O,
ALAPPUZHA - 688004
ADDRESS FOR COMMUNICATION : THE MANAGER,
CENTRAL PRODUCTS DAIRY,
PUNNAPRA P.O,
ALAPPUZHA - 688004

SIGNATURE OF TENDERER

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SECTION I

INVITATION FOR SHORT TERM TENDER FOR TRANSPORTATION OF MILK THROUGH ROAD TANKERS ON CONTRACT BASIS FOR A PERIOD OF TWO YEARS.

NO.CPD/PR/106/2018-2019

Date: 07.04.2018

1. Central Products Dairy invites sealed short term Tenders for Transportation of Milk through Insulated Road Milk Tankers between the Regional Milk Unions and from neighboring states for the period 01.06.2018 to 31.05.2020.
2. Interested parties can download the Tender documents from Kerala Co-operative Milk Marketing Federation Website :www.milma.com from 11.04.2018 to 23.04.2018. Tenderers may obtain further information from the above address. Payment of EMD is compulsory for all Tenderers and previous EMD if any will not be adjusted against this Tender.
3. Earnest Money Deposit of Rs.20000.00 per tender will have to be in any one of the forms as specified in the tender document and shall have to be valid for 45 days beyond the validity of the tender.
4. Sealed tender covers super scribed as "TENDER FOR HIRING OF ROAD MILK TANKERS 2018" clearly on top of the cover, must be delivered to the MANAGER, CENTRAL PRODUCTS DAIRY, PUNNAPRA, ALAPPUZHA – 688004 on or before 23.04.2018 at 11.00 AM and will be opened on the same day at 11.30 AM
5. Other details can be seen in the tender documents.

For CENTRAL PRODUCTS DAIRY

SD/-
MANAGER

SIGNATURE OF TENDERER

(ii) The Tenderer shall be responsible for all statutory & other liabilities to be circulated from time to time during the tenure of the contract.

(iii) Within the state means Chilling center/ dairies of Regional Unions/UNITS

6.3 Rates shall be quoted in Rupees

7.0 Documents Establishing Tenderer's Eligibility and Qualifications:

7.1 The Tenderer shall furnish, as part of its tender, documents establishing the Tenderer's eligibility to Tender and its qualifications to perform the Contract if its Tender is accepted.

7.2 Details of experience and past performance of the Tenderer on tankers offered and on those of similar nature within the past three years' and details of current contracts in hand and other commitments shall be produced

8.0 Earnest Money Deposit:

8.1 EMD of Rs. 20000/- shall be submitted along with the tender in the form of a Demand Draft in favour of KCMMF Ltd, payable at Alleppey

8.2 The EMD will not carry any interest.

8.3 No earlier EMD or Performance guarantee are transferable against present Tenders. Therefore submission of fresh EMD along with the Tender is mandatory. **Tender without EMD will be rejected.**

8.4 The EMD may be forfeited:

(a) If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Tender Form; or

(b) In case of a successful Tenderer, if the Tenderer fails: (i) To sign the Contract or (ii) To furnish performance security

9.0 Period of Validity of Tenders:

9.1 Tenders shall remain valid for 90 days after the deadline for submission of Tenders prescribed by the Hirer. The Hirer as non-responsive shall reject a Tender valid for a shorter period.

9.2 In exceptional circumstances, the Hirer may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or E-mail or fax). The earnest money deposit provided shall also be suitably extended.

10.0 Format and Signing of Tender:

10.1 The original copies of the Tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the Contract. Written power-of-attorney accompanying the Tender shall indicate the letter of authorization. The persons signing the Tender shall initial all pages of the Tender, except for un-amended printed literature.

SIGNATURE OF TENDERER

Submission of Tenders:

11.0 Sealing and Marking of Tenders:

11.1 The Tenderers shall seal the "Tender" in an envelope.

11.2 The envelope shall be addressed to the MANAGER, CENTRAL PRODUCTS DAIRY, PUNNAPRA, ALAPPUZHA – 688004. The Tenderer's name and address shall also be written on the cover.

11.3 If the envelope is not sealed and marked as required, the Hirer will assume no responsibility for the Tender's misplacement or premature opening. **E-mail or facsimile Tenders will be rejected.** The Tenderer shall also submit the copies of R.C.Book, Tax paid receipt, Insurance and valid permit along with the Tender.

12.0 Deadline for Submission of Tenders:

Tenders complete in all respects and EMD must be received by the Hirer at the address specified under Clause 11.2 no later than the time and date specified in the Invitation for Tenders (Section I). In the event of the specified date for the submission of Tenders being declared a holiday for the Hirer or a Harthal/ Bandh, the Tenders will be received up to the appointed time on the next working day.

The Hirer may, at its discretion, extend this deadline for submission of Tenders by amending the Tender documents in accordance with Clause 3, in which case all rights and obligations of the Hirer and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended. In - complete Tenders are liable for rejection. No Telephonic / E-mail / Fax Tenders will be considered.

13.0 Late Tenders:

13.1 Any Tender received by the Hirer after the deadline for submission of Tenders prescribed by the Hirer, pursuant to Clause 12.0, will be rejected and/ or returned unopened to the Tenderer.

Tender Opening and Evaluation of Tenders

14.0 Opening of Tenders by the Hirer:

14.1 The Hirer will open all Tenders, in the presence of Tenderers representatives who choose to attend, at 11.30 AM on 23-04-2018 at the following location: CENTRAL PRODUCTS DAIRY, PUNNAPRA, ALAPPUZHA – 688004. The Tenderer's representatives who are present shall sign a register evidencing their attendance.

15.0 Clarification of Tenders:

15.1 During evaluation of Tenders, the Hirer may, at its discretion, ask the Tenderer for a clarification of its Tender. The request for a clarification and the response shall be in writing and no change in rates or substance of the Tender shall be sought, offered or permitted.

SIGNATURE OF TENDERER

16.0 Preliminary Examination:

- 16.1 The Hirer will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Tenders are generally in order. Tenders from Agents, without proper authorization from the owner shall be treated as non-responsive.
- 16.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit rate and the total rate that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total rate shall be corrected. If there is a discrepancy between words and figures, the lower of the two will prevail. If the Contractor does not accept the correction of errors, its Tender will be rejected and its EMD may be forfeited
- 16.3 The Hirer may waive any minor informality or non-conformity or irregularity in a Tender which does not constitute a Tanker deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.

17.0 Contacting the Hirer:

- 17.1 Subject to Clause 16, no Tenderer shall contact the Hirer on any matter relating to its Tender, from the time of the Tender opening to the time the Contract is awarded. The Tenderer wishes to bring additional information to the notice of the Hirer should do so in writing.
- 17.2 Any effort by a Tenderer to influence the Hirer in its decisions on Tender evaluation, Tender comparison or contract award may result in rejection of the Tenderer's Tender.

Award of Contract

18.0 Post qualification:

- 18.1 In the absence of pre-qualification, the Hirer will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive Tender meets the criteria specified in Clause 6.2(i) and is qualified to perform the contract satisfactorily.
- 18.2 The determination will take into account the Tenderer's financial, technical and contract capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the tenderer, pursuant to Clause 8, as well as such other information as the Hirer deems necessary and appropriate.

19.0 Award Criteria:

- 19.1 Subject to Clause 20, the Hirer will award the Contract to the successful Tenderer whose Tender has been determined to be substantially responsive and has been determined as the lowest evaluated Tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

SIGNATURE OF TENDERER

20.0 Hirer's Right to Accept Any Tender and to reject any or All Tenders:

- 20.1 The Hirer reserves the right to accept or reject any tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.
- 20.2 Central Products Dairy reserves the right to recover any loss it incurs due to the fault of Tankers provided by the Contractor. The recovery of loss could be from both the present pending/future bills of the Contractor OR from the Security Deposit submitted by the Contractor.

21. Notification of Award:

- 21.1 Prior to the expiration of the period of Tender validity, the Hirer will notify the successful Tenderer in writing by registered letter or by E-mail or fax, to be confirmed in writing by registered letter, that is Tender has been accepted.
- 21.2 The notification of award will constitute the formation of the Contract.
- 21.3 If, after notification of award, a Tenderer wishes to ascertain the grounds on which its Tender was not selected, it should address its request to the Manager – Central Products Dairy. The Manager – Central Products Dairy will promptly respond in writing to the unsuccessful Tenderer.

22.0 Signing of Contract:

- 22.1 At the same time as the Hirer notifies the successful Tenderer that Tender has been accepted, the Hirer will send the Tenderer the Agreement Form provided in the Tender documents, incorporating all agreements between the parties.
- 22.2 Within 7 days of receipt of the Agreement Form, the successful Tenderer shall sign and date the Agreement in Rs. 500 stamp paper and return it to the Hirer.

23.0 Performance Security:

- 23.1 Immediately on receipt of notification of award from the Hirer, the successful Tenderer shall furnish the performance security of Rs.2,00,000 for each contract in the form of Demand Draft / Bank Guarantee valid for the period contract including extension period in the name of the Hirer accordance with the Conditions of Contract, in the Agreement Form provided in the Tender documents or in another form acceptable to the Hirer.
- 23.2 Failure of the successful Tenderer to comply with the requirement of Clause 22.2 or Clause 23.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Hirer may make the award to the next lowest evaluated Tenderer or call for new Tenders.

24.0 Corrupt or Fraudulent Practices:

- 24.1 The Hirer requires that the Tenderers/Contractors shall observe the highest standard of ethics during the contract period.

SIGNATURE OF TENDERER

25.0 OTHER CONDITIONS OF CONTRACT

- 25.1 The Contractor shall maintain the Road Milk Tankers in hygienic condition
- 25.2 The Contractor shall provide Road Milk Tankers of mentioned capacity as per the specifications provided by Central Products Dairy for the prescribed routes provided by Central Products Dairy.
- 25.3 The Contractor shall submit the bills on monthly basis along with the log sheets and the actual kilometer run reading indicating other necessary details. On verifying the said claims of the Contractor the payment will be released after deducting statutory recoveries if any as per the provisions of the laws.
- 25.4 The Contractor shall run the Road Milk Tankers in the routes on stipulated days as specified by the Hirer, which shall include Sundays, and general holidays. Failure to run the Road Milk Tankers on stipulated days as specified by the Hirer will attract penalty. A penalty of Rs.300/- per hour shall be levied on the Contractor for delayed hours, if any, over & above the scheduled time. However, a grace duration time of 4 hours per trip shall be allowed, if the quality of milk found to be good. The Contractor shall further ensure that the Road Milk Tankers runs in all the points indicated in the route without any lapse / relaxation.
- 25.5 The Contractor shall arrange required no of drivers and cleaners for each trip. But the Contractor shall pay the salary and other benefits. Under no circumstances the driver and cleaner can claim benefits as Central Products Dairy employee and the Contractor will be responsible for all statutory and legal matters pertaining to their employees.
- 25.6 The Contractor shall procure/renew all license/certificate from the respective authorities as per the prevailing acts and in case of default the Contractor shall solely be responsible for the consequence.
- 25.7 During the period of contract the Contractor is not eligible for any payment for such period of non-operation of the Road Milk Tankers.
- 25.8 Operation of the Road Milk Tankers: - Central Products Dairy will provide the details of the places to be covered by the said Road Milk Tankers. The Contractor shall strictly comply and run the Road Milk Tankers as per the schedule of the routes given. The Road Milk Tankers shall run in Regional Milk Unions in Kerala, Inter union & the States of Karnataka, Andhra Pradesh, Maharashtra, and Tamil Nadu as decided by the Hirer. However the payment will be made only for the trip made on such occasions on kilometer basis for outside the state Transportation.

26.0. WEIGHMENTS:

- 26.1 The Contractor must ensure that the tankers loaded with Milk are properly sealed before leaving the Dairies/Unions/Units.
- 26.2 If the receiving Dairies/Unions/Units notice any tampering of seals on the tankers, shortage of Fat / SNF and quantity shall be assessed to the Contractor at the selling price of Milk and the value of the shortage shall be deducted from the bills payable to the Contractor. If the seals are intact, then the Contractor shall not be held responsible.

27.0 PAYMENTS:

- 27.1 The calculation of hire charges shall begin from the date and time of receipt of the tankers at the Dairy where the tanker /s is/are required.
- 27.2 The Contractor shall raise monthly bills in duplicate for the hire charges and the Hirer shall arrange payments within fifteen days from the date of receipt of such bills by way of fund transfer to the account of the Contractor.

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28.0 TAX / TDS:

- 28.1 The tankers provided by the Contractor shall possess valid intra & interstate permits and/or two point permit within Kerala. All the vehicles should have valid comprehensive Insurance Policy, up-to-date tax paid receipts and drivers of the tankers should possess valid driving license for the tankers.
- 29.0 General conditions:
- 29.1 The Contractor shall be held responsible to make good the value of any loss resulting in any damage to the Tankers and buildings of the Hirer/ Dairies/Regional Unions/Units etc.
- 29.2 Complete loss to the vehicles, if any, occurred due to breakdown / accident shall be at the cost of the Contractor.
- 29.3 The Contractor shall not subject or transfer or assign the rights herein granted.
- 29.4 If in the interest of Hirer//Dairies/Unions/Units, the terms and conditions are altered, amended or revised the new terms and conditions added from time to time by mutual consent in writing even after the contract is awarded shall be binding on the Contractor.
- 29.5 The tankers hired by Dairies/Unions/Units shall be subject to check by the security staff of Hirer / Dairies/Unions/Units anywhere on routes from the time of loading of tankers at the Dairy until the empty tankers are returned to the Dairy.
- 29.6 The rates quoted by the Contractor shall be inclusive of Transit Insurance charges for milk. In case of any damage / loss of milk in transit, the Contractor shall, from his/her End, claim the transit insurance directly with the Insurance Co. from whom the Contractor has obtained the Insurance policy and the Hirer / Dairies/Unions/Units will not be responsible for the losses incurred if any thereof by the contractor.
- 29.7 The Contractor shall not stop the tanker abruptly and in case, it is stopped, alternate tanker has to be arranged.
- 29.8 If any employee/ representative of the Contractor is found, pilfering, adulterating and or destroying the milk and other items entrusted to the Contractor during the transportation or during loading and un-loading operations at the premises of the Union / CCs and or in transit, the Contractor shall be responsible for the loss and the Contractor shall make good all such losses incurred by the Union. Further, in case of dishonesty the losses in the entire contract period shall be assessed and recovered at twice the rates from the Contractor besides taking legal action and the Contractor shall be blacklisted.
- 29.9 The Contractor/ Firm shall pay PF /ESI/Medical Expenses of his employees as per rules lay down in the respective Acts.
- 29.10 If the Contractor provides the vehicle of higher capacity than prescribed by R.T.O, then the risk of any R.T.O's objection and cost of milk has to be borne by the Contractor.
- 29.11 The successful Contractor should adhere to the guidelines / Govt. orders issued from time to time by the State Govt. as well as Central Govt. with regard to the Age / Fitness Certificate/ Regulations issued by the R.T.O, etc. with regard to the permissibility of the vehicle on Road will be binding on the Contractor.

SIGNATURE OF TENDERER

- 30.0 DISPUTES:

30.1 All costs consequent to violation of any statutory rules by the Contractor, such as Motor Vehicle Act, Traffic Rules, Compensation payable to the Driver and third parties consequent to accidents, shall be borne by the Contractor.

31.0 JURISDICTION:

31.1 This agreement is subject to the jurisdiction of the Courts at Alappuzha which alone shall have jurisdiction in all the matters touching the terms and conditions herein contained. All other Courts other than the Courts at Alappuzha are hereby excluded by the consent of the parties by the execution of these presents.

32.0 FORCE MAJEURE:

32.1 The terms and conditions, which have been agreed upon, shall be subject to the *force majeure* clauses. Neither the Hirer nor the Contractor shall be considered in default in performance of its obligations herein contained, if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion strikes, epidemics, accident, fire, wind flood, non-availability of diesel, petrol and oil, earthquakes or because of any law and order, proclamations, regulation or ordinance of any Government or any act of God and for any other cause whether of similar or dissimilar nature beyond the control of the parties affected. Should one or both the parties be prevented from fulfilling the contractual obligations by a state of force majeure, lasting continuously for a period of three months, the parties should consult each other regarding the future implementations of the agreement.

33.0 FUEL PRICE REVISION:

33.1 During the contract period, whenever revision of diesel prices are made by Government, pro-rata increase/ decrease in rates shall be made by the Hirer. The basis for such calculation will be @ 4 kms/ 3.5 kms per ltr. of diesel mileage for 15000 Ltrs/20000 ltrs capacity Tankers respectively.

SIGNATURE OF TENDERER

(To be filled by the Tenderer)

QUOTATION SUBMITTED FOR TRANSPORTATION OF MILK FROM VARIOUS DESTINATION AT OUTSIDE KERALA STATE AND WITH IN THE STATE IN 15 KL AND 20 KL MILK TANKERS TO CENTRAL PRODUCTS DAIRY, PUNNAPRA, ALAPPUZHA(DIST), KERALA STATE.

I accept the terms and conditions of the above quotation and agree to provide the required number of tankers as per the schedule and the rate offered below.

Name:
Address:

Phone Land line:
Mobile :

Fax.No:
E Mail :

Details of EMD

DD No.	Date	Amount	Bank	Place

Rates offered for the Transportation of milk in Milk Tankers.
(Rate quoted shall be exclusive of GST and inclusive of all other expenses including Toll charges.)

I) For transportation of milk from outside State.

Rate per KM for 15000 litres tanker : Rs (Rs in words)

Rate per KM for 20000 litres tanker : Rs.....(Rs in words.....)

II) For transportation of milk within the state.

	Rate per KM
For 15000 L Tanker	Rs.....(Rs in words.....)
For 20000 L Tanker	Rs.....(Rs in words.....)

Place:
Date :

Signature of the Tenderer.

Name :

ANNEXURE - A

DATA OF FIRM

1. Name of the firm
2. Address of Reg. Office
3. STD code: Phone (O) Phone ® Fax No.
E-mail ID
4. Name and Designation of Principal Officer/ Person to be contacted :
5. Status (whether an individual/Partnership : Firm/Public/Private Limited
Company)
6. In case Partnership Firm a) Whether it has been registered :
- b) If Registered provide certified, extract From the Registrar of firm :
- c) Name of all Partners :
7. Details of Partnership deed : (Please enclose copy of the same)
8. If proprietary concern name and address :
of the Proprietor
9. If Private/Public Limited Company, Please :
enclose copy of Memorandum/Articles of Association
10. Year of establishment of firm :
11. Year of commencement of commercial Business:
12. Name of the production in charge with technical
13. Background and experience in the line :
14. DATA - ON BIO-DATA OF CONTRACTOR:
15. Location / Address of Factory Telephone & Mobile Nos.
Fax. No. E-mail ID
16. Number of Branches with their Addresses, Telephone Nos etc. (If necessary, attach
a list) :
17. Bankers with full address :
18. Number of Tankers owned : a) Capacity: b) Area we desire to serve :
Following particulars to be enclosed:
a. Registration No. and copy of Registration of GST
b. Copy of Aadhar registration details of the registered Owner
C. Copy of Income Tax PAN card

DECLARATION

The above information is true in all respects and we undertake to inform you if there is any updated changes in the above particulars regarding our business from time to time.

Seal & Signature of the Tenderer

NB: Wherever it is not possible to write the particulars in the space provided, please attach separate sheets under the seal of your Company duly signed thereon.