

**THE PUNJAB SATAE COOPERATIVE MILK PRODUCER'S FEDREATION LTD.  
S.C.O. NO. 153-55, SECTOR 34-A , CHANDIGARH**

**NOTICE INVITING TENDER INSTRUCTIONS**

1. Tenders will be accepted through e-tendering only on e-tendering portal i.e. [www.eproc.punjab.gov.in](http://www.eproc.punjab.gov.in)
2. In case tender opening date is declared HOLIDAY, tenders shall be opened on next working day at the same time as specified in the NIT..
3. Material can be procured by all/any Verka Dairy/Unit of VERKA, Punjab, situated within the State of PUNJAB/CHANDIGARH.
4. Tender must be accompanied by earnest money without which same shall liable to be rejected.
5. Tender fee, Processing fee and Earnest money should be remitted only through online mode i.e RTGS,internet banking. For any further clarifications/ queries or e.tendering process flow interested parties may contact e.procurement helpdesk.
6. Parties registered with DGS & D/C.O.S./S.S.I. units shall also be required to deposit earnest money along with the tender.
7. Party, whose earnest money is already lying with "VERKA" against previous rate contract or due to any other reason, will not be exempted from deposit of earnest money. Such parties should deposit "FRESH EARNEST MONEY".
8. Earnest money of un- successful tenderers shall be returned immediately after finalizing the contracts.
9. Only "VALID" offer shall be considered.
10. Offers should be strictly according to our specifications failing which same shall not be considered.
11. Normally rate contracts will be finalized on the basis of lowest offer strictly as per N.I.T. Specifications and terms & conditions. However, in exceptional cases where the lowest rates are not found reasonable, Verka may negotiate the rates/ items with valid L-1 only.
12. The Management reserves the right to accept /reject, any /all tenders, in part/ full thereof without assigning any reason whatsoever.

**Seen and Accepted**

**Signature of tenderer/  
authorized representative  
with office rubber stamp.**

**VERKA**, invites bids for hiring of one no. of swift dzire/hyundai aura/tata tigor or equivalent along with driver for milkfed branch office, plot no 25, sector-1, parwanoo in accordance with the specifications and term conditions mentioned in this document.

Sr. No.	Item	Particulars
1.	Earnest Money Deposit (EMD)	Rs. 5000/-
2.	Bid Submission Dates	Start date: 14.03.2024 End date: 28.03.2024
3.	Bid opening Date	28.03.2024
4.	Tentative Quantity	one
5.	Validity of tender	Annual

The RFP document will be available on the e-Procurement website (i.e. <http://eproc.punjab.gov.in> ).

**Note:-**

- EMD shall be submitted **only through online mode** i.e. RTGS, OTC or Internet Banking. No physical EMD submission shall be accepted.
- For participating in the above e-tender, the bidders shall have to get themselves registered with e-Tendering portal i.e. [etender.punjabgovt.gov.in](http://etender.punjabgovt.gov.in) and get USER ID and Password well in time.
- Class2/3 Digital Signature Certificate (DSC)** is mandatory to participate in e-Tendering process.
- For e-tendering registration, bidding process flow, please contact **e-Procurement helpdesk** on given Nos. 01722970263, 01722970284, immediately so that process of timely registration and downloading the tender is completed in time by the date of tender opening.

**Security Deposits**

**Nominal Membership:** Successful bidder shall have to become Nominal Member of VERKA as per Milkfed Bye-laws no. 5.2 with latest amendment dated 25-05-2001 after depositing membership fee of Rs. 1,000/- at once and all (non-refundable) along with presented format duly signed.

**TENDER ACCEPTANCE LETTER**  
**(To be given on Company Letter Head)**

Managing Director,  
The Punjab State Cooperative Milk Producers' Federation Limited  
SCO. NO. 153-155, SECTOR 34-A, CHANDIGARH

**Sub: Acceptance of Terms & Conditions of Tender.**

**Tender Reference No.** \_\_\_\_\_

**Tender ID No.** \_\_\_\_\_

**Name of Tender / Work / Item** \_\_\_\_\_

Dear Sir,

1. I / We have downloaded / obtained the tender documents(s) for the above mentioned "Tender / Work / Item" from the web site(s) namely:

\_\_\_\_\_

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I/We have read and understood the entire terms and conditions of the tender documents (including all documents like Special Notes, annexure(s), Schedules(s), Specifications of the item(s), etc.) which form part of the contract agreement and I / We shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally agree & accept the tender conditions of above mentioned tender document(s) corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated or breached then your department / organization shall without prejudice to any other legal right or remedy be at liberty to reject this tender / bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

**(Signature of the Bidder, With Official Seal)**

Milkfed is interested in entering into Rate Contract for the period of 1 year on behalf of its branch sales office situated at Parwanoo, for the hiring of the taxi as per details mentioned below:-

Name of work	Unit	Rate for 2000km	Per km rate beyond 2000 km	Night halt charges
HIRING OF ONE NO. OF SWIFT DZIRE/HYUNDAI AURA/TATA TIGOR OR EQUIVALENT ALONGWITH DRIVER FOR MILKFED BRANCH OFFICE, PLOT NO 25, SECTOR-1, PARWANOO	1			

### **TERMS AND CONDITIONS**

1. The Contract will be initially for a period of one year which can be further extended for another one year with mutual consent and satisfactory performance on same rates, terms & conditions.
2. The offers will be invited for Hiring of passenger vehicle for minimum running of 2000km per month on lump sum basis. However, beyond 2000 km, per km rate will be quoted. Also the night halt charges are to be quoted for outstation journey.
3. Preference shall be given to tenderer who offer cars with latest model / date of manufacturing.
4. The Tenderer shall submit following document along with his quotation.

S. No	Documents
1	EMD amount for each vehicle
2	Photo copy of PAN Card.
3	Photo copy of RC Book for each vehicle.
4	Photo copy of Insurance Certificate for each vehicle.
5	Photo copy of Identity Proof which can be a Ration card / Aadhar Card / Election Commission ID Card / Driving License / Passport.
6	Photo copy of Deed / Agreement of sole owner / partner of a firm / Director of the company.
7	Affidavit (Self Declaration) Certificate that tenderer has not been blacklisted by any affiliated Govt. / Govt. undertakings.
8	Details of vehicles offered

The non-submission of document may lead to non-acceptance of quotation.

## 5. Earnest Money

- 5.1. The e-tender shall be accompanied with Earnest Money of Rs. Five Thousand per vehicle and shall be refundable to unsuccessful tenderers. Quotation without Earnest Money will be rejected.
- 5.2. Earnest Money shall not carry any interest.
- 5.3. If the successful tenderer, for any reason, withdraws his quotation, the EMD may be forfeited.

## 6. Security Deposit

- 6.1 In the case of successful tender, the total security deposit shall be Rs. Ten Thousand per vehicle, including EMD, which will be converted into security deposit.
- 6.2 This Security Deposit shall be refunded on the successful completion of the contract within three months. There shall be no interest on security deposit.

## 7. General Terms And Conditions

- 7.1. Conditional tender will not be accepted.
- 7.2. Any suggestion in the tender, for any modification of the tender conditions will not be entertained and the conditional offer will render the tender invalid.
- 7.3. The tenderer must satisfy himself thoroughly about the geographical area to be covered, nature of work, local conditions and the requirement of the Milkfed before submitting his tender.
- 7.4. The person participating in the bid should be the Proprietor / Partner / Managing Director or any other person duly authorized. In the latter case, authorization letter should be attached.
- 7.5. The tenderer should read every page and understand the implications fully and offer the tender only if he could discharge the obligations set out in the tender document.
- 7.6. The offer of the tenderer in the financial bid shall be valid for 60 days as per requirement from the date of opening of the Technical Bid.
- 7.7. If any document of the successful tenderer is found to be false penal action will be taken for collecting liquidated damages from the tenderer apart from terminating the contract.
- 7.8. If the tenderer has already been blacklisted by any Verka Dairy/Milkfed/affiliated Government/ Government under takings, his quotation will be rejected. In case information about such black listing

comes to the knowledge of the Dairy after awarding of the tender, the contract will be terminated, liquidated damages levied, apart from taking penal action.

- 7.9. The vehicles shall be in road worthy condition and its age must be lesser than 5 years as on the date of publication of notice for participating in the tender. The age of the vehicle will be calculated from the month of registration of the vehicle.
- 7.10. If tenderer wants to remove the vehicle then he has to give 30 days' notice. BSO will arrange vehicle at its own level.
- 7.11. The Vehicles are subject to inspection by the authorized representative within a period of 15 days after the allotment of tender. If the vehicle is not in road worthy condition, the contract will be cancelled.
- 7.12. In case, there is any break down/ accident of the vehicle, it shall be liability of the tenderer to make alternate arrangement at his own cost.
- 7.13. The tenderer shall employ his own staff on the vehicle and will be responsible to fulfill all legal/statutory formalities as required under Govt. Rules and Regulations issued from time to time. Any violation in the above Rules shall be the sole responsibility of the tenderer. The driver on the vehicle shall be well versed with the required protocol of officers travelling in the vehicle. The driver must be polite, well mannered & obey the instructions of officers. In case of any deficiency in this service, the tenderer will have to provide substitute of the driver, otherwise the tender is liable to be cancelled.
- 7.14. It will be the responsibility of the tenderer to ensure subsequent renewal of all documents pertaining to vehicle and Driver from time to time within the validity of the contract period.
- 7.15. The tenderer is obliged to discharge the contractual obligations by engaging his own men and materials. The Milkfed will have no connection whatsoever with the men engaged by the tenderer.
- 7.16. The tenderer shall always keep Dairy/Milkfed indemnified against any loss or damage arising out of the violation of any mandatory /statutory and government rules.
- 7.17. No escalation and de-escalation in rates after commencement of work shall be allowed due to revision in the rates of diesel from time to time.
- 7.18. The employees of Federation / District Co-Operative Milk Producers' Union / Milk Producers' Co-operative Society / Milk Consumers Co-Operative Society / Dairy Development Department /Board of Directors of any Verka Dairy or their family members cannot participate in the tender in any form. Family member means, Spouse, Father, Mother, Brother, Sister, Son, Daughter, Grand Father, Grand Mother, Son in Law, Daughter in Law, Grandson and Grand Daughter.
- 7.19. The Tenderer will ensure that his Driver will never enter the premises of Milkfed under the influence of liquor intoxicant or narcotic drugs.

Secondly. He will also ensure that no Driver will indulge in drinking during the duty of Milkfed. If the Driver is found under the influence of liquor/intoxicant or narcotic drugs or misbehaves with the Officers/Officials of Milkfed then the tenderer will have to change his Driver immediately with a penalty of Rs. 5,000/- (Rs. Five Thousand only). If such type of incidents is repeated, the contract can be cancelled and the security along with earnest money deposited of the tenderer may be forfeited.

- 7.20. The allotted vehicle under contract shall not be sold / disposed off or leased out to others during the contract period. However the tenderer is permitted to sell / dispose/leased out the allotted vehicle during the contract period after getting prior permission from the depot incharge of BSO Parwanoo, provided he offers an alternative vehicle of similar capacity and age lesser than the tendered vehicle.
- 7.21. The BSO Parwanoo reserve the right to add, subtract & modify any terms & conditions of the agreement with consent of the tenderer during the contract period.
- 7.22. The tenderer will not do any private business with the contracted vehicle.
- 7.23. The Milkfed BSO Parwanooreserve the right to accept or reject any or all tenders without assigning any reason.
- 7.24. The tenderer shall maintain the Log book on daily basis.
- 7.25. The tenderer will be allowed four off days in a month preferably Saturday or Sunday or as desired by competent authority. It will be the responsibility of the tenderer to ensure proper up keep of the vehicle including cleanliness and maintenance.
- 7.26. The tender of the party who is debarred/blacklisted by any Verka Dairy affiliated with Milkfed, Punjab shall be straight way rejected.
- 7.27. The tenderer shall submit the bills of hiring charges once a month and Milkfed BSO Parwanooshall make payments within 15 days of submission of bill. The tenderer is not allowed to delay the submission of his bills beyond 30 days of preceding month without any bonafide reason, otherwise Milkfed BSO Parwanoowill be at liberty to forfeit his due payment. The TDS will be deducted at source as applicable. The payment will be made after verification of the log book maintained by the driver of the vehicle.
- 7.28. If due to violation of the terms & conditions of this contract and on account of any mal-practice/negligence on the part of the tenderer or his representatives or employees, any loss is caused to theMilkfed, the Competent Authority of Milkfedwill have the right not only to terminate the Contract immediately but also to recover all losses from his pending bills /

security. The firm may also be debarred for doing business with the Verka Dairy or other sister Verka Dairy affiliated with Milkfed Punjab.

- 7.29. The contract can be terminated by the either party during the contract period by giving one month notice. In case of any misbehavior / violation of any of the terms & conditions by the tenderer, Milkfed can terminate the contract by giving one day notice.
- 7.30. In case the tenderer could not meet contractual obligations because of the reasons what so ever, the Milkfed would levy penalty & liquidity damages on account of this besides taking other action as deemed fit including cancellation of the contract. If the tenderer refused to make available the vehicle then Milkfed will arrange vehicle by its own and the security money deposited by tenderer will be forfeited.
- 7.31. The successful tenderer will have to execute an agreement with the Milkfed BSO on a non-judicial stamp paper of Rs.100/- incorporating terms & conditions of the contract within 10 days of the issuing of the work order.
- 7.32. Entry tax/ toll tax / parking charges will be paid by the contractor/ transporter and shall not be reimbursed by Milkfed BSO Parwanoo. GST, if applicable shall be payable by the tenderer and Milkfed BSO Parwanoo will not entertain any claim in this regard.
- 7.33. The successful tenderer has to deposit Rs.1000/- towards the cost of one share to become nominal Share Holder as per by-laws of Milkfed. However he will not be allowed to participate in the B.O.D. Meetings and AGM of the consignee Milkfed.
- 7.34. In case of any dispute arising out of any contract, the same shall be referred to the Managing Director of the Federation for arbitration. In case the Managing Director of the Federation is acting as a competent authority for finalization of the tender, then any such dispute shall be referred to Registrar, Cooperative Societies for dispute -resolution by him or by his nominee. The decision of Managing Director or the R.C.S Punjab or his nominee shall be final and binding on both the parties. The provision of the Arbitration and conciliation Act 1996 or the Punjab Cooperative Societies Act, 1961 and as amended upto date which ever may be applicable shall apply to arbitration proceedings which shall be held at Chandigarh only.
- 7.35. In the event of any difference or dispute having arisen out of any contract or agreement at Milkfed level/ unit level/ union level the same shall be referred to the Registrar, Cooperative Societies, Punjab to decide the dispute himself; or transfer it for disposal to any officer not below rank of Deputy registrar, Cooperative Societies, Punjab for dispute resolution by



the arbitrator. The provision of the Punjab cooperative Societies Act, 1961 and rules, 1963 as amended up to date shall apply to arbitration proceedings which shall be held in the office of designated Arbitrator”

- 7.36. Any dispute arising out of this contract/agreement shall be subject to the jurisdiction of court at Chandigarh city only.

Depot In-charge  
BSO Parwanoo