



## The Bhagirathi Cooperative Milk Producers' Union Limited

BU/E&T/RMT/4746

Dated: 07.03.2020

### NOTICE INVITING E-TENDER

The Bhagirathi Cooperative Milk Producers Union Limited (BCMPUL) invites **E Tender** in Two bid system for entering into rate contract for hiring road milk tankers for a period of 3 years (April 2020- March 2023) for carrying milk to different State Dairies, City Dairies and Chilling Plants within India.

#### IMPORTANT DATE AND TIME SCHEDULE

Sl. No.	Particulars	Date & Time
1	Date of uploading (Publishing)of N.I.T. Documents (Online)	07.03.2020 at 1500 hrs
2	Documents download start date (Online)	07.03.2020 at 1500 hrs
3	Technical Bid proposal submission start date (Online)	07.03.2020 at 1500 hrs
4	Bid Submission end date (Online)	21.03.2020 at 1500 hrs
5	Technical bid opening date	23.03.2020 at 1500 hrs
6	Pre bid Meeting (The Office of The Bhagirathi Milk Union)	11.03.2020 at 1100 hrs
7	Financial Bid Opening date	To be notified later

The details of work are given below:

<b>Nature of Work</b>	Hiring of Road Milk Tankers
<b>Scope of Work</b>	Rate contract for hiring road milk tankers for a period of 3 years (April 2020- March 2023) for carrying milk to State Dairies, City Dairies and Chilling Plants within India.
<b>Estimated Cost of Work</b>	Nil. Rate to be offered by the bidder inclusive of all expenses depending upon prevailing market rate.
<b>Area of operation</b>	Within India
<b>Contract Period</b>	3 years
<b>Bid Inviting Authority</b>	The Managing Director of The Bhagirathi Cooperative Milk Producers' Union Limited
<b>Eligibility Criteria</b>	<b>Credentials:</b> <ol style="list-style-type: none"><li><b>Experience:</b> Minimum 1 year experience within the last five years in Milk Tanker Operation in the Government/Govt. undertakings/ Cooperative Dairies/ any private dairy with total handling capacity of minimum 10,000 liters per day. The one year's experience of the tenderer should be in the same name and style as the bidding entity. The one years' experience of the tenderer should be in the same name and style as the bidding entity. Experience certificate from competent authority supporting the claim must be uploaded in the Technical Bid Folder.</li><li><b>Vehicle Number:</b> Rate should be quoted for Commercial Vehicles only per km basis inclusive of all expenses.</li></ol>
<b>Statutory &amp; Non Statutory Documents</b>	<ol style="list-style-type: none"><li>GST Registration Certificate</li><li>PAN Card</li></ol>

	<p>3. RC Book  4. Fitness Certificate of the Vehicle  5. Insurance Certificate  6. Permit for Milk Transportation  7. Road Tax clearance Certificate  8. Documents supporting Identity and Address.  9. Experience Certificate of Milk Transportation.  All these documents are mandatory. Failure to upload the documents will result in disqualification during technical bid.</p>
<p><b>Earnest Money Deposit</b></p>	<p>The EMD amounting to Rs. 10,000/- should be deposited online through Net Banking, NEFT / RTGS in favour of The Bhagirathi Cooperative Milk Producers' Union Limited payable at Berhampore.  EMD shall not carry interest.  EMD of successful bidders shall be refunded after successful deposition of Security Deposit.</p> <p>Tenderers will select the Tender to bid and initiate payment of pre-defined EMD for that tender by selecting from either of the following payments modes (vide Finance Department Memorandum no. 3975-F(Y) Dt. 28/07/2016) :</p> <ol style="list-style-type: none"> <li>1. Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment Gateway.</li> <li>2. RTGS/NEFT in case of offline payment through bank accounts in any Bank.</li> </ol> <p><b>Payment procedure.</b></p> <p><b>a) Payment by Net Banking (any listed bank) through ICICI Bank Payment Gateway :</b></p> <ol style="list-style-type: none"> <li>1. On selection of net banking as the payment mode, the bidder will be directed to ICICI Bank Payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction.</li> <li>2. Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.</li> <li>3. Bidder will receive a confirmation message regarding success/failure of the transaction.</li> <li>3. If the transaction is successful, the amount paid by the bidder will get credited in the respective Pooling account of The Bhagirathi Cooperative Milk Producers' Union Limited maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.</li> <li>4. If the transaction is failure, the bidder will again try for payment by going back to the first step.</li> </ol> <p><b>b) Payment through RTGS/NEFT:</b></p> <ol style="list-style-type: none"> <li>1. On selection of RTGS/NEFT as the payment mode, the e-</li> </ol>

Procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.

2. The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account.

3. Once payment is made, the bidder will come back to the e-Procurement portal after expiry of a reasonable time to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue the bidding process.

4. If verification is successful, the fund will get credited to the respective Pooling account of The Bhagirathi Cooperative Milk Producers' Union Limited maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road for collection of EMD/Tender Fees.

5. Hereafter, the bidder will go to e-Procurement portal for submission of his bid.

6. But if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

**B. Refund/Settlement Process:**

i. After opening of the bids and technical evaluation of the same by the Quotation inviting authority through electronic processing in the e-Procurement portal of the State Government, the Quotation inviting authority will declare the status of the bids as successful or unsuccessful which will be made available, along with the details of the unsuccessful bidders, to ICICI Bank by the e-Procurement portal through web services.

ii. On receipt of the information from the e-Procurement portal, the Bank will refund, through an automated process, the EMD of the bidders disqualified at the technical evaluation to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of bid is uploaded to the e-Procurement portal by the Tender inviting authority.

iii. Once the financial bid evaluation is electronically processed in the e-Procurement portal, EMD of the technically qualified bidders other than that of the L1 bidder will be refunded, through an automated process, to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of financial bid is uploaded to the e-Procurement portal by the Quotation inviting authority.

iv. As soon as the L1 bidder is awarded the contract (AOC) and the same is processed electronically in the e-Procurement portal –

a) EMD of the L1 bidder for tenders of State Government offices will automatically get transferred from the pooling account to the State Government deposit head "8443-00-103-001-07" through GRIPS along with the bank particulars of the L1 bidder.

	<p>b) EMD of the L1 bidder for tenders of the State PSUs/Autonomous Bodies/Local Bodies/PRIs, etc. will automatically get transferred from the pooling account to their respective linked bankaccounts along with the bank particulars of the L1 bidder. In both the above cases, such transfer will take place within T+1 Bank Working Days where T will mean the date on which the Award of Contract (AOC) is issued.</p> <p>vi. The Bank will share the details of the GRN No. generated on successful entry in GRIPS with the E-Procurement portal for updation.</p> <p>vii. Once the EMD of the L1 bidder is transferred in the manner mentioned above, Tender fees, if any, deposited by the bidders will be transferred electronically from the pooling account to the Government revenue receipt head "0070-60-800-013-27" through GRIPS for Government tenders and to the respective linked bankaccounts for State PSU/Autonomous Body/Local Body/PRIs, etc. tenders.</p> <p>viii. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD &amp; Tender Fees (if any) were initiated.</p>
Bid Document	The bid document is available in the E-Tendering Portal of Govt. of West Bengal <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a> .
Technical Bid Evaluation	The Technical Bid will be evaluated by the Tender Committee. Bidders shall upload all the necessary documents in the Technical Folder which will be verified and evaluated by the Tender Committee.
Financial Bid	<p>Rate shall be quoted in the Financial bid</p> <p>The Transporter shall quote the rate online through Computer only in the space marked for quoting rate in the Bill of Quantities (BOQ).</p> <p>Only downloaded copies of the above documents, digitally signed by the contractor are to be uploaded (Excel file).</p> <p>Single rate per kilometer shall be quoted in the specified space of the BOQ given under financial bid.</p> <p>The rate quoted by the tenderer shall be inclusive of all elements of taxes and duties, demands, tolls etc. The tenderer shall include income tax, GST etc as applicable, octroi if any and all other charges if applicable while quoting the rate.</p>
Validity of Bid	1095 days
E Tender registration and bidding	<p><b>ONLINE BIDDS:</b></p> <p>The bidders interested to submit the bid Online shall get registered and get a digital signature as per the procedure described below: Transport Agencies\ bidders who are interested in participating e tenders are requested to contact the representatives of NIC for registration, computer setting and clarification on e-tendering Online tenders can be submitted by logging in the e –Tendering portal of Govt. of West Bengal i.e. <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a> .</p> <p><b>ONLINE BID SUBMISSION:</b></p> <p>The bidders are required to submit the Technical and Financial bid documents ONLINE i.e. uploading of the documents complete in all respect by following the Online Bid submission procedure.</p>

<p><b>Important Instructions</b></p>	<p>Names of the technically qualified bidders as per the bid criteria after verification with original &amp; evaluation will be displayed in the e-portal, this office notice board and official website.</p> <p>The financial bid documents of the technically qualified bidders will only be opened.</p> <p>List of Financial comparison chart of bidders will be published on the next day after opening. The Managing Director, Bhagirathi Cooperative Milk Producers' Union Limited reserves the right to reject or cancel any or all pre-qualification documents and bid document without assigning any reasons whatsoever.</p> <p>All duties, taxes, toll and other levies payable by the Transporter under the Contract to the State / Central Government for any other cause, shall be included in the rates, prices and total Bid price submitted by the bidder.</p>
<p><b>Download of Tender</b></p>	<p><b>1. Download of Tender</b></p> <p>Tender to be downloaded only from the e-Tendering portal of Govt. of West Bengal i.e. <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a> .The tender will be submitted in two bid system i.e. Technical bid &amp; Financial bid only through online.</p> <p><b>2. Online Bid submission procedure</b></p> <p>i. <b>Registration of Transporter:</b> Agencies/Bidders who are interested in participating e-tenders will have to get enrolled &amp; registered with the Government e-Procurement system. through logging on to <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a></p> <p>ii. <b>Digital Signature certificate (DSC):</b> Each transporter is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) having Signing and Encryption certificate for submission of tenders from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount or any service provide as may be allowed by the Finance Department, Govt. of West Bengal.</p> <p>iii. <b>Tender Download:</b> The transporter can search &amp; download NIT &amp; Tender Documents electronically from computer once he logs in to the e-Tendering portal <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a> using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.</p> <p>iv. <b>Submission of Tenders:</b> General process of submission, Tenders are to be submitted through online to the stipulated website in two folders at a time for each transport route, one in Technical Bid &amp; the other is Financial Bid before the prescribed date &amp; time using the Digital Signature Certificate (DSC). The documents are to be uploaded duly digitally signed. The documents will get encrypted (transformed into non readable formats).</p>
<p><b>Award of Contract</b></p>	<p>The bidder selected after evaluation of financial bid by the tender committee will be given Award of Contract, subject to fulfillment of Terms and Conditions provided in the tender.</p>

<b>Publication of Tender</b>	<ol style="list-style-type: none"> <li>1. E-Procurement Portal Govt. of West Bengal (<a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a>)</li> <li>2. Website of the Milk Union (<a href="http://www.bhagirathimilk.com">www.bhagirathimilk.com</a> )</li> <li>3. Office Notice Board</li> </ol>
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## **GENERAL TERMS AND CONDITIONS**

1. The Bhagirathi Co-operative Milk Producers' Union Ltd. will not accept any variations in conditions stipulated in the tender.
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.
3. The tenderer can attend the pre bid meeting where the clarifications sought for by the tenderer will be given and the minutes of the pre bid meeting.
4. The contract period for road milk tanker is three years from the date of awarding of contract.
5. Any failure on the part of the tenderer in performing the contract for the full contract period will render the tenderer liable for penal consequences and liquidated damages as specified in the tender agreement which also forms part of tender document.

### **Precautions:**

1. The tenderer must thorough knowledge about the geographical area to be covered, nature of work, local conditions and the requirement of the Union before submitting his tender. The shortest route for traversal shall only be taken into consideration.
2. The person signing the tender should be the Proprietor / Partner / Managing Director or any other person duly authorized to sign the tender document. In the latter case, authorization letter should be attached.
3. Tanker needs to be run, subject to requirement of our milk Union.
4. 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 documents.
5. The offer of the tender in the financial bid should be valid for 1095 days, from the date of opening of the Technical Bid.
6. If the tenderer has already been blacklisted by any Government/ Government Undertakings/ Co-operative societies, his tender will be rejected. In case information about such black listing comes to the knowledge of the Union after awarding of the tender, the contract will be terminated, liquidated damages levied, apart from taking penal action.

### **Other Terms & Conditions for engagement of Road Milk Tankers:**

1. The Tenderer should not offer vehicles which are already under operation in other Dairies / any other organization. Any violation of this condition should render the tender invalid. In case such violation is noticed after awarding of tender, the contract will be terminated and liquidated damages will be levied apart from blacklisting the tenderer.
2. The Tanker weighment charges, toll charges and any other charges levied by Govt. other than penalty shall be reimbursed by the milk union subject to deposition of the original receipt.
3. Milk is a perishable commodity and handling it requires experience. Hence the Tenderers shall have minimum 1 year experience within the last 5 year period in milk tanker operation in a Government/

Government Undertakings / Cooperative dairies / any private dairy with total handling capacity of minimum ten thousand litres per day. The 1 year experience of the Tenderer should be in the same name and style as the bidding entity. The five year period will be calculated proceeding from the date of publication of notice inviting tender. The tenderer should upload valid documents to prove his experience in transporting milk.

4. The Road Milk Tankers shall be in roadworthy condition and its age must be less than 7 years as on the date of publication of notice inviting tender. The age of the vehicle will be calculated from the date of first registration of the Road Milk Tankers.

### **Technical specification**

The milk tanks of Road Milk Tankers shall be of stainless steel conforming to BIS specification (inner shell – AISI 304 Grade). It should keep the milk without spoilage. The Road Milk Tankers should be insulated to ensure that the temperature raise limit shall not be more than 2°C in 24 hours during transportation. Road Milk Tankers shall have proper manhole and valve sealing mechanism for safe transportation of milk in good condition.

### **Terms and Conditions**

1. Any deviation from the specification to the disadvantage of the quality of Road Milk Tanker would entitle the Union in taking penal action on the tenderer, including termination of contract.
2. In case milk transported by the successful tenderer is spoiled due to any failure or lapses or deficiency in providing the above stated requirement, the tenderer should make good the loss as ascertained by the Union, apart from facing the penal action that may be taken against him under the contract.
3. Quality of service and time are the essence of the tender. The time schedule for the operation of Road Milk Tankers, will be given by the Union and the Road Milk Tankers should be operated scrupulously following the time schedule, as any delay in same would cause loss, damage and impairment of quality of milk supplied by this Union.
4. The authorities of the Union may inspect the Road Milk Tankers of the successful tenderer. After inspection if any suggestion is given for improved upkeep or maintenance or replacement of parts, the same should be carried out by the successful tenderer without delay.
5. If the authorities of the Union demand any record like Log Book, Trip sheet, R.C. Book, Insurance certificate, etc., the same should be produced.

### **Finalization of Tender**

6. The Tenderer shall quote his rate which shall include all operating expenses (direct and indirect) toll, permit charges, wages to drivers, staffs, vehicle insurance, Cargo insurance etc. for transporting 5 KL/ 7KL /10 KL/ 15 KL/19 KL of milk.
7. The rates quoted will remain firm throughout the period of contract. Once the contract is awarded to the tenderer, the charges payable to the tenderer for the work will be only at the rate accepted and finalized by the Union.
8. Rate will be quoted per km basis inclusive of all (Fuel, Mobil, Driver, Helper, Maintenance cost etc. **Per KM rate will be increased / decreased proportionately in every month subject to average increased / decreased monthly fuel average rate.**

### **Payment of Security Deposit:**

9. The successful Tenderer shall execute an agreement with the Union on a Rs.100/- valued Non-judicial Stamp Paper incorporating the terms and conditions of the contract within fifteen days from the date of issue of work order.
10. Each successful Tenderer, before execution of the agreement shall furnish a Demand Draft from a Nationalized Bank / Scheduled Bank drawn in favor of the Union payable at Berhampore at the rate of Rs.50,000/- per 19 KL Road Milk Tankers, Rs.50,000/- per 15 KL Road Milk Tankers and

Rs.50,000/- per 10 KL Road Milk Tankers, Rs.20,000/- per 7 KL Road Milk Tankers and Rs.20,000/- per 5 KL Road Milk Tankers as Security Deposit to the Union or the successful tenderer shall furnish irrevocable bank guarantee for a period of three and half year for the above security amount value. If the successful Tenderer furnishes Demand Draft, no interest will be paid on the Security Deposit. Additional security money of Rs.5000/- (interest free) also needs to be deposited against each tanker for GPS Tracker and refundable subject to return the GPS Tracker in working condition.

11. The Security Deposit shall be refunded after six months of the successful completion of the contract or audit / reconciliation whichever is earlier and subject to the production of original receipt.
12. Road Milk Tankers are subject to inspection by the Union or by its authorized representative at any time maximum time allowed for producing the allotted vehicle by the successful Tenderer is 15 days from the date of receipt of Work order. If any defects are noticed at the time of production of vehicle, the same will have to be rectified by the successful Tenderer immediately.
13. If the Road Milk Tankers provided by the tenderer are in bad condition / found to be unfit for milk transportation it shall be disengaged and the tenderer shall make immediate alternative arrangement for milk transportation so as to avoid any dislocation in milk movement.
14. The successful tenderer should provide only sound vehicle for the contractual work. In case of development of sudden defect and the tenderer should get the vehicle repaired immediately.
15. In case of plying such defective vehicle the tenderer should immediately inform the Union and the tenderer will be paid hire charges less by 5% per trip till it is rectified. However such vehicle should not be used beyond 30 days. If such vehicles are used beyond 30 days, the contract of that vehicle will be terminated, forfeiting the Security Deposit and levying liquidated damages.
16. If the tenderer fails to inform the Union about the use of defective vehicle and if the Union comes to know of that, the Union shall issue notice to the contractor to rectify the defect within 7 days of receipt of notice. If the contractor fails to rectify the defects pointed out within 7 days of receipt of notice, the Union reserves the right to terminate the contract of the vehicle and levy liquidated damages.
17. In case the tenderer could not discharge his contractual obligation because of the above reason and also could not make alternative arrangement for uninterrupted work of transportation of milk, the Union would levy penalty and liquidated damages for such failure of the tenderer.
18. The tenderer shall display the following items in size specified by the Union on the tankers at their cost.
  - a. 'Bhagirathi' logo on front and back.
  - b. "On Contract with the Bhagirathi.Cooperative.Milk.Producers'.Union Ltd. Name on both sides of Tanker.
  - c. Contractor's mobile number.
19. The employees of Federation / District Co-operative Milk Producers' Union / Milk Producers' Co-operative Society / Milk Consumers Co-operative Society / Dairy Development Department or their family members cannot participate in the tender in any form.
20. **Family member means, Spouse, Father, Mother, Brother, Sister, Son, Daughter, Grand Father, Grand Mother, Son in Law, Daughter in Law, Grandson and Granddaughter.**

### **Insurance**

21. The tenderer shall arrange for insuring the cost of milk transported in his Road Milk Tankers (Cargo Insurance). The loss sustained to the Union on account of spoilage of milk due to delays in transportation, variance in quality / quantity of milk transported due to tampering of seal and other damages occurring to the property of the Union, milk societies etc. due to the negligence of the tenderer or his crew, will be recovered from the tenderer.
22. The Union reserves the right to allot the route to be operated from anyone of the Dairy /Chilling Centre / BMC Centre / other states as and when necessitated for uninterrupted transportation of milk. The routes and the number of BMCs attached are liable to be changed by the Managing Director / authorized officers of the Union in case of exigencies and it will be the bounden duty of the tenderer



to follow the directions. In such cases, the tenderer will be paid transportation charges at the approved rate applicable for the said routes.

23. In case of transporting milk from or to other States the additional expenditure incurred by the tenderer in getting permit etc; will be reimbursed against the bills with the evidence of such expenditure obtained from the respective State Government authorities.
24. The Road Milk Tankers shall not be used for transporting any item including milk for other Unions / organizations during their return trip. If any vehicle is found indulging in these activities the contract will be terminated without giving notice.
25. The allotted Road Milk Tankers shall be used for the purpose of milk transportation of the Union only. No person other than the driver, attendant and the authorized employee of the Union shall be allowed to travel in the Road Milk Tankers within the permissible limit prescribed in the MV Act.
26. Payment for the transport bills will be paid on monthly basis. The tenderer shall submit bills within 7 days of the completion of the month. All applicable statutory deductions will be made from the bill. The payment will be made within 21-30 days from the date of receipt of the bill based on the satisfactory performance of the work.
27. The Road Milk Tankers shall be ready for operation for the entire period of contract other than for F.C. repairs for which a maximum of 30 days will be given for getting F.C. During the period of F.C. repairs the tenderer is duty bound to provide alternate tanker and to ensure that there is no interruption of the scheduled operations. During the period when the permission was availed by the tenderer to garage the Road Milk Tankers, the tenderer should ensure uninterrupted contractual operations by providing substitute Road Milk Tankers conforming to all specifications stipulated in the tender document. There should be no deficiency in service or damage on any count, because of engaging substituted vehicle. In the absence of such substituted vehicle while the contracted Road Milk Tankers is garaged, the tenderer shall pay to the Union, the loss if any suffered by the Union plus a fine of Rs. 100/- per day. The request of tenderer seeking permission to garage the Road Milk Tankers for a period up to 30 days for carrying out fitness certification job will be considered only if the requests are received at least 30 days in advance.
28. The allotted Road Milk Tankers shall not be sold / disposed off or leased out to others during the contract period. However the tenderer is permitted to sell / dispose the allotted Road Milk Tankers during the contract period after getting prior permission from the Managing Director of the Union, provided he offers an alternative Road Milk Tankers of similar capacity and age lesser than the tendered Road Milk Tankers.
29. The tenderer shall not involve in the sale of milk or milk products either directly or indirectly otherwise penalty/termination of contract shall be applicable and subsequently Security shall be forfeited.
30. The tenderer shall provide replacement of tendered Road Milk Tankers in case of accident and unforeseen circumstances. In the event of accident / breakdown en route, it is the responsibility of the successful tenderer to make alternative arrangements to decant milk from Road Milk Tankers and transport milk safely to the destination. During this process there should not be any wastage or spoilage of milk. In case of wastage / spoilage due to the above event, the loss will be recovered as assessed by the Union from the tenderer.
31. In the above events, the tenderer shall provide replacement for tendered Road Milk Tankers of same capacity. If higher capacity vehicles are provided, the rate applicable for the tendered vehicle alone will be paid.
32. "LOOSE MILK NOT TO BE SOLD" should be written on Milk Tankers.
33. Tanker should be equipped with GPS tracker and should remain "ON" during Trip.
34. Abnormal variation in quality & quantity of Milk at receiving end against each consignment are liable to be penalized to the transporters as per discretion of the Milk Union.
35. Either party may terminate the contract by giving three (3) month prior notice to each other. For unsatisfactory performance of the transporter Milk Union may terminate the contract at any time without assigning any reason to the transporters.

36. The successful bidder has to execute an agreement in Non-Judicial stamp paper worth Rs. 100/- the stipulated terms and conditions of this tender.
37. The undersigned reserves the right to accept or reject any bid or to cancel the entire tender process at any point of time without assigning any reason thereof.
38. **Liability of the contractor towards his employees.**
- a. The relationship between the Union and the tenderer is one of principal to principal and not one of principal to agent.
  - b. The tenderer is obliged to discharge the contractual obligation by engaging his own men and materials. The Union will have no connection whatsoever with the men engaged by the tenderer.
  - c. The Managing Director of the Union reserves the right to add, subtract and modify any terms and conditions of the agreement with the consent of the Contractor during the contract period.
  - d. The Union reserves right to accept or reject any or all tenders, retender or cancel the tender.
  - e. Further details pertaining to the contract can be obtained from the Union between 10.00 a.m. and 04.00 p.m. on all working days.

We look forward to receiving your quotations and thank you for your interest in this project.

**Sd/-**  
Managing Director  
The Bhagirathi Cooperative  
Milk Producers' Union Limited

Copy forwarded to:

1. Govt. E -Tender portal (<https://wbtenders.gov.in> )
2. Official Website ([www.bhagirathimilk.com](http://www.bhagirathimilk.com) )
3. Tender Notice File.