



THE BHAGIRATHI COOPERATIVE MILK PRODUCERS' UNION LTD.
Feeder Dairy, Panchanantala, Berhampore, Murshidabad

NOTICE INVITING TENDER

BU/E&A/TRANSPORT/1173

Date:20.06.2019

The Bhagirathi Cooperative Milk Producers' Union Limited invites tender in **two bid** systems for entering into rate contract for hiring dry open vehicles of various capacities per km basis along with driver and helper for procurement and transportation of Milk, Milk Cans, Cattle Feed, Milk Stationing and Testing Equipment and Milk Products for a period of 1 year.

IMPORTANT DATE AND TIME SCHEDULE

Sl. No.	Particulars	Date & Time
1	Date of Inviting NIT	20.06.2019
2	Tender Submission Start Date	21.06.2019
3	Tender Submission End Date	05.07.2019 By 2:00 PM
4	Bid Opening Date	06.07.2019

The details of work are given below:

Nature of Work	Transportation Service
Scope of Work	Rate contract for hiring dry open vehicles of various capacities per km basis along with driver and helper for procurement and transportation of Milk, Milk Cans, Cattle Feed, Milk Stationing and Testing Equipment and Milk Products for a period of 1 year.
Area of Operation	Murshidabad District.
Estimated Cost of Work	Rate of dry vehicle per km basis along with driver and helper for a year to be offered by the bidder
Contract Period	1 year
Bid Inviting Authority	The Managing Director of The Bhagirathi Cooperative Milk Producers' Union Limited
Security Deposit	Rs.20,000/-
Eligibility Criteria	Credentials: Experience: Preference will be given to bidders having experience in transporting milk, cattle feed, etc. for any esteemed organization for a minimum period of 1 year.
Statutory & Non Statutory Documents	a) Photocopy of: (1) Registration Certificate book (2) Fitness Certificate (3) Insurance Certificate (4) Authorization letter (in case of hired vehicle) (5) Road Tax (6) Identity proof (Ration card/Aadhar card/Election Commission's ID card/Driving License/Passport) b) To prove his past experience, photo copies of the experience

	/Work Orders/Payment certificate may be submitted
Bid Document	The bid document is available in the official Website of The Bhagirathi Milk Union www.bhagirathimilk.com
Financial Bid	<p>The financial bid documents of the technically qualified bidders will only be opened.</p> <p>Rate shall be quoted in the Financial bid</p> <p>The rate quoted by the tenderer shall be inclusive of all taxes and levies for dry vehicle including driver and helper per km basis only.</p>
Award of Contract	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.
Validity of Bid	365 days after opening of Tender
Important Instructions	<p>Technical bid shall be submitted in a separate sealed cover. Similarly, Financial bid also will be submitted in a separate sealed cover. Both the covers of Technical and financial bid shall be kept in a larger sealed cover written on top of it as "Bid for Open Vehicle".</p> <p>This sealed cover will be dropped in a drop box kept at the office of the Bhagirathi Cooperative Milk Producers Union Limited office at Berhampur, Murshidabad within stipulated time and date.</p> <p>Address: The Managing Director, Bhagirathi Co-op. Milk Producers' Union Ltd. Feeder Dairy: P.O-Baharampur: PIN - 742101: Dist.-Murshidabad</p> <p>Taxes will be deducted as per Govt. norms</p>

GENERAL TERMS AND CONDITIONS

1. The rate shall be quoted for a single dry vehicle inclusive of driver and helper per km basis which is to be hired for a year. Cost of fuel, lubricants shall be borne by the Milk Union. Fuel, lubricant refilling shall be made from 4 to 5 specific fuel refilling stations as approved by the Milk Union the list of which will be furnished along with the Work Order. All transporters are required to refill their vehicle from the aforesaid stations only. Refilling done from any other station other than prescribed in the Work Order shall not be considered.
2. Fuel consumption for vehicle as approved by the Milk Union is as follows

Can capacity of vehicle	Fuel consumption (Km/liter)
150	7
80 to 100	8
40 to 60	10
N.B.: 1 liter Mobil (standard quality (BPCL/HPCL/IOCL/LIKEWISE) shall be provided for 500 km traversal.	

3. Toll tax and other taxes and levies will be reimbursed by the Milk Union on actual basis subject to submission of bill. The Milk Union may also issue card for Milk Transport vehicles for remission in toll taxes.
4. The Bhagirathi Co-operative Milk Producers' Union Ltd. will not accept any variation in conditions stipulated in the tender. 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.
5. The proposed vehicle which will be provided for transportation should be in good condition. **Preference will be given to new vehicles.**
6. The transport vehicle staff shall also be responsible for collecting cheques/drafts/letters/ and other related materials from distributors / dairy cooperative society/ etc and submitting it to the In-Charge/Route In-Charge of the concern section.
7. 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.
8. BCMPUL reserves the right to accept or reject any or all tender wholly / partly without assigning any reason thereof.
9. Successful bidder has to provide Vehicle within 7 days of acceptance of Work Order. Failure to execute this clause shall lead to termination of contract. On termination of contract the Security Deposit will be forfeited.
10. Bhagirathi Milk Union reserves the right to reject any bid of transporter whose reputation was bad or not satisfactory once with the Milk Union.

Precautions:

1. The tenderer must satisfy himself thoroughly about the geographical area to be covered, nature of work, local conditions and the requirement of the Union before submitting his tender.
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. 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.

On selection, the Contractor has to execute and agreement on a Non-Judicial Stamp Paper worth Rs.100. The terms and conditions of the agreement may be read as follows.

DRAFT AGREEMENT

THIS AGREEMENT is made on this day of at Berhampore between

(1) “The Bhagirathi Co-operative Milk Producers’ Union Ltd”, having its registered office at Berhampore in the state of West Bengal.

AND

(2) (Hereinafter) Referred as the Transporter having permanent address at (which Expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns).

AND WHEREAS, The Milk Union is interested to hire dry transport vehicle per km basis (along with driver and helper) of different carrying capacity for collection as well as distribution of milk, milk can, cattle feed, milk product and other relating materials from its Dairy Cooperative Society / operational areas to Feeder Dairy and Feeder Dairy to Dairy Cooperative Society/operational areas.

AND WHEREAS, The Transporter has agreed to provide and operate his vehicle having carrying capacity of ltrs. of milk with equivalent no of Cans, each Can carrying 40litres of milk & weight of one can is approximately 6.5 Kg for transportation and Collection of milk ,milk cans ,from Dairy Coop. Society as well as other distribution of milk and milk products produced and marketed by the Milk union in the same route/ operational areas.

Route Namedin consideration of per kilometer rate of Rupees(Rupees.....only) per under the terms and conditions mentioned hereinafter.

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:

Terms and Conditions:

1. The Transporter(for the mentioned route) will be liable to collect and hand over the milk, milk products, Milk cans, milk testing equipments along with materials etc to the said Dairy Cooperative Society .The contract will be valid from _____to_____ and The Transporter will be liable for providing the service for the stipulated time period.
2. At the time of collection the transporter should record of the quantity of filled milk cans at union supplied format and it will be submitted to Union office in time. The transporter should also deliver the report of received milk from Dairy Cooperative Societies (Truck Sheet).
3. During the contract period, no escalation of rate for dry vehicle along with driver and helper will be entertained. Fuel will be provided by the Milk Union. For any damage or repair works to the vehicle will be borne by the Transporter and will not be borne by the Milk Union.
4. The transporter shall carry the Milk, Milk Cans, Cattle Feed, Milk Testing Equipment, Letters, and Documents of Bhagirathi Milk Union according to the Time Table from pickup point to deliver the materials to the address/consignee/Milk Union or any other place as per instruction. If necessary the Transporter shall carry the Milk or Milk Product from Dairy to

Agent/Society as per instruction of Milk Union to follow the Route & Time. If the Transporter is unable to perform such activities penalty will be imposed.

5. As per instructions these Milk, Milk Cans, Cattle Feed, Milk Testing Equipment, Letters and Documents are to be transported by milk vehicles to the milk union. The transporter of the Milk vehicle will be liable to maintain the record. If the transporter fails to fulfill the aforesaid responsibilities due to any reason, which causes any economic loss which is detrimental to the reputation of Milk Union then the transporter will be compelled to compensate the penalty amount imposed by the Milk Union which will be deducted from the monthly bill of the transporter.
6. If for the unavoidable circumstances the Milk Union is compelled to stop the milk collection at any Milk Route at any shift. Bhagirathi Milk Union will not be liable to pay the compensation. The Transporter will have to abide by such order, Bhagirathi will inform such instruction in advance.
7. The Transporter will be fully responsible for Milk Transportation. The Transporter shall also arrange for immediate replacement of the vehicle in the event of accident of the vehicle deployed by him and intimating both orally and writing to officials of Bhagirathi Milk Union and ensure that the service is not affected due to such accident. If the Transporter is unable to do it penalty will be imposed accordingly.
8. Transporter will have to affix this permanently- ON EMERGENCY DUTY BHAGIRATHI MILK UNION Name & Logo on the body of vehicle.
9. The Bhagirathi Milk Union shall have absolute right to check the vehicle at any time through its designated officials. In an unfortunate case of accident of the vehicle, liability will be activated according to the law of Motor vehicle Act.
10. The Transporter shall not use his vehicle for any other activities like transportation of materials other than that of the Bhagirathi Milk Union penalty will be imposed if the transporter is found to do so.
11. The Transporter shall maintain security Deposit Rs. 20,000/- Bhagirathi Milk Union No interest will be given on such amount. This security money is to be deposited in Demand Draft in favour of The Managing Director prior to issuance of work order.
12. The Bhagirathi Milk Union reserves right to increase or decrease the No. of Society and distance of the Milk Route.
13. The transporter has to submit the transport bill (triplicate) within 5th day of the month. On this basis the bill amount will be paid within 15 days of the submission of bill. In case of failure to submit the bill within 5th day of succeeding month the Union will not be responsible for any delay in paying monthly bill. Income Tax will be deducted as per Govt. Norms.
14. The Bhagirathi Milk Union shall debar the Transporter or its staff for negligence of transportation of milk. If it is found to involve in the activities like theft, Fraud, dishonesty etc and for such case the loss shall be deducted from Transport Bill and the Security deposit shall be forfeited.
15. If necessary Bhagirathi Union shall have right to instruct to collect the Milk , Milk Cans and other materials from other Route according to the time table relating to that particular Route and to delivery this to the reception point. The Transporter shall be liable to compensate for the losses for the negligence of such activities if any.

16. Without prior permission of Milk Union the Transporter shall have no right to garage the Milk carrying vehicle at Union premises. For using the water Rs. 500/- penalty will be imposed each time.
17. The time table for milk collection shall be fixed by Bhagirathi Milk Union .The Transporter shall have to follow the scheduled time for collecting filled or empty Cans, Milk Product from receiving point.
18. No escalation clause will be applicable within the contract period. If for any reason the transporter does not agree to move the vehicle and hence Milk Union incurs loss, the money shall be recovered from the transporter and penal action will be taken.
19. The Transporter shall be liable to submit the copies of all statutory documents required i. e. Vehicle Registration Certificate/Card, Tax Receipt, vehicle Fitness certificate, Road permit, Insurance, Driving License etc. renewed before its expiry to Milk Union without fail.
20. After settlement of tender if the Transporter is unable to supply the vehicle the Transporter will declared unfit to participating in tendering process of the Milk Union for next two years.
21. After getting the contract if the Transporter does not agree to move the vehicle within the period of contract The Bhagirathi Milk Union shall have absolute right to recover full losses from contractor.
22. If any kind of doubt arises regarding the contract or its briefing, both parties can appeal to the arbitrator. In this case the arbitrator will be Chairman / Special Officer of the Milk Union or any representative nominated by them.
23. The Bhagirathi Milk Union shall debar the Transporter and its staff if found involved in activities like theft. Fraud, dishonesty, bad behavior with Union representative and unholy tie-up with any person. Suitable measures will be also be taken in accordance to law.
24. The transporter will be liable to follow the instructions provided by the Milk Union from time to time.
25. At the time of transporting full or empty Cans and Society/Milk Union related materials the transporter shall not be allowed to transport any other materials. If the Transporter is found to involve in such activities, penalty shall be imposed to the contractor.
26. The Vehicle must be insured according to Insurance Act.
27. Without the permission of Milk Union the contractor shall not be allowed to change the type of vehicle other than the one specified in the contract. Sub-contracting will not be allowed.
28. Force Majeure: For any unforeseeable circumstances like strike, lock out, Closser, Flood, Natural Calamities etc for which the Milk Union is compelled to stop Milk Collection the Milk Union shall not be liable to compensate any charge or losses to the Transporter.
29. This is fully commercial contract and not the contract of appointment. There is no relation of staff and Employer within Union and Contractor. All the statutory liabilities shall be implemented time to time. The Transporter shall be compelled to abide by all the conditions.
30. The Transporter shall have to cover the Milk Cans by Jute Sack during the summer season if necessary as and when so decided by the Milk Union to be intimated in advance. The cost shall be borne by the transporter.

31. If the service of the transporter found unsatisfactory and violating any of the terms and conditions of the agreement the Milk Union reserves the right to terminate his/her contract without assigning any reason whatsoever. Due to any reason if the service of the transporter is no more required then Bhagirathi Milk Union will not be liable to pay any kind of demurrage to the Transporter for the respective day or for the stipulated time period.
32. The vehicle used by the transporter to transport milk, milk can, cattle feed and milk products should comply with the Motor Vehicle act. In case of any kind of fine levied by the Govt. on the Transport vehicle the amount shall be borne by the transporter.
33. No loading or unloading charges will be paid to the transporter. In addition to this in case of Procurement enhancement, the transporter will have to engage an extra vehicle for which payment shall be made at the same rate or the rate decided by the Union.
34. The transporter shall collect the filled milk cans from Dairy Cooperative Society level and after unloading the filled cans it shall return to the Dairy Cooperative Society in schedule time. Any loss or damaged caused to the can any pilferage, theft during the process of transportation shall be recovered from the Transporter.
35. If the service of the transporter is not found satisfactory or it is adverse to the interest of the Milk Union then the Bhagirathi Milk Union may terminate the contract at any point of time, on termination of contract the Security Deposit will be forfeited.

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

FINANCIAL BID

Ibidder abide by all the terms and conditions of this NIT and submit financial offer below:

Sl No.	Route No	Distance (In KM.)	Can Capacity	Route Details	Unit Rate of dry vehicle per km basis(along with driver and helper)	Taxes and levies as applicable (Rs.)	Total Rate(monthly basis) inclusive of all (Rs)
1	5A	128 KM	80 + 10%	Barabathan to FD, Via Anantapur	To be quoted by the bidder	To be quoted by the bidder	To be quoted by the bidder
2	7D	128 KM	80+10%	Lohadaha Ghat to KCP, Via Jajan	To be quoted by the bidder	To be quoted by the bidder	To be quoted by the bidder
3	6E	122 KM	80+10%	Kunia – KCP, Via Sitalgram, Parulia	To be quoted by the bidder	To be quoted by the bidder	To be quoted by the bidder
4	2B	210	150+10%	Narasinghapur to DCP/FD Berhampore	To be quoted by the bidder	To be quoted by the bidder	To be quoted by the bidder
5	1B	168	80+10%	Beharia to FD, Via Hariharpara	To be quoted by the bidder	To be quoted by the bidder	To be quoted by the bidder

N.B.: Only 1 No(s) of Vehicle is required for each route. 1 Milk Can can hold a maximum of 40 litres of Milk. 1 can weights 6.5 kg. 1 crate can hold 10 liters of Milk.

Thanking you,

Signature of the bidder
[Name in Capital Letter]

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