



The Bhagirathi Co-op. Milk Producers' Union Ltd.
Feeder Dairy: P.O-Baharampur: PIN -742101: Dist.-Murshidabad
e-mail: bhagirathi6@rediffmail.com; Website: www.bhagirathimilk.com

BU/E&T/P&IVEHICLE/2466

Dated: 29.01.2021

NOTICE INVITING TENDER

The Bhagirathi Cooperative Milk Producers' Union Limited (BCMPUL) invites **Tender** in Two bid systems for entering into rate contract for hiring **dry open vehicles** of various capacities per km basis including drive, helper, maintenance & all other expenses, except fuel & lubricant and toll tax/levies, for procurement and transportation of Milk, Milk Products, Milk Cans, Cattle Feed, Milk Stationing and Testing Equipment and Milk Products for a period of 3 years w.e.f. the date as mentioned in the engagement letter, within West Bengal.

IMPORTANT DATE AND TIME SCHEDULE

Sl. No.	Particulars	Date and Time
1	Tender Publication Date	29.01.2021 at 05:00 pm
2	Tender Submission Start Date	30.01.2021 at 05:05 pm
3	Tender Submission End Date & Time	12.02.2021 till 05:00 pm
4	Bid Opening Date (to be opened in presence of willing bidders)	15.02.2021 at 02:00 pm

The details of work are given below:

Nature of Work	Service
Scope of Work	Rate contract for hiring dry open vehicles of various capacities per km basis, including driver, helper, maintenance and all other expenses etc. except fuel, lubricant, toll tax & levies , for procurement and transportation of Milk, Milk Cans, Cattle Feed, Milk Stationing and Testing Equipment and Milk Products for a period of 3 years within West Bengal.
Important Instruction for Submission of Bid	Technical bid shall be submitted in a separate sealed cover. Similarly, financial bid also will be submitted in a separate sealed cover. Both the cover of the of financial & technical bid shall be kept in a large sealed cover written on top of it's as " Route No.... ". Address to :- The Managing Director of The Bhagirathi Cooperative Milk Producers' Union Limited, Feeder Dairy, Panchanantala, Berhampore, Murshidabad, West Bengal, 742101. Sealed cover will be dropped in a drop box kept at the head office of The Managing Director of The Bhagirathi Cooperative Milk Producers' Union Limited at Berhampore within stipulated date and time on working day. Note:- Separate bid will have to submitted for the separate route.

Load Capacity & Mileage details	SL	Load milk Can Carrying Capacity	Mileage of Vehicles per liter
	1	150 to 170 Milk Can	7 km
	2	80 to 100 Milk Can	8 km
	3	50 to 70 Milk Can	10 km
Note: - One loaded Milk Can = 40 kg milk. Only one Can without Milk = 6 to 7 kg. (approx.). 1 crate can hold 10 liters of Milk.			
Area of operation	Within West Bengal.		
Contract Period	3 years		
Bid Inviting Authority	The Managing Director of The Bhagirathi Cooperative Milk Producers' Union Limited		
Estimated Cost of Work	Rate to be offered by the bidder for dry vehicle per Km basis inclusive of Driver, Helper and Maintenance cost etc. (directly & indirectly), except Fuel, Mobil, toll tax and levies. Note:- Fuel would be supplied by Milk Union considering the mileage as mentioned above. Additionally Rs-0.50/- p/km would be paid by the Milk Union for Mobil / lubricant. Toll tax on actual basis except over loading charges, if any.		
Security Deposit	<ul style="list-style-type: none"> Rs. 20,000/- against each vehicle in favour of The Bhagirathi Cooperative Milk Producers' Union Limited payable at Berhampore in demand draft or may be deducted from the bill of the transporter in two installments. 		
Eligibility Criteria	Credentials: <ol style="list-style-type: none"> Experience: Preference will be given to the bidder having relevant experience in the Government/Govt. undertakings/ Cooperative Dairies/ any Private Dairy for 1 year. Vehicle Number: Rate should be quoted for Commercial Vehicles only per km basis only for dry vehicle. 		
Statutory & Non Statutory Documents	<ol style="list-style-type: none"> Company / Trade details, PAN Card & Bank Account, GST (if available). RC Book / Authorized documents along with R.C, in case of hired vehicles. Fitness Certificate, if applicable Insurance Certificate Permit for Transportation, if applicable. Road Tax Certificate Documents supporting to Identity and Address. Experience Certificate of Milk Transportation. (Work Order/Certificate) Separate bid against each route with enclosing the technical bid envelop and financial bid envelop is required to be submits.		
Bid Document	The bid document is available in the official Website of The Bhagirathi Milk Union www.bhagirathimilk.com and Office Notice Board.		
Technical Bid Evaluation	The Technical Bid will be evaluated by the Tender Committee. Bidders shall submit all the necessary documents in the Technical Folder which will be verified and evaluated by the Tender Committee.		
Financial Bid	Rate shall be quoted in the Financial bid The rate to be offered by the bidder per km basis inclusive of all expenses (directly & indirectly), except Fuel, Mobil & Toll tax. The tenderer shall include income tax, GST etc as applicable, octopi if any and all other charges if applicable while quoting the rate. All the other charges like transit insurance charges etc as would be required for the transportation of milk and milk products shall also be included in the rate quoted. No claim whatsoever in this account shall be entertained.		
Validity of Bid	1095days		

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 NIT.
Publication of Tender	<ol style="list-style-type: none"> 1. Website of the Milk Union (www.bhagirathimilk.com) 2. Office Notice Board

GENERAL TERMS AND CONDITIONS

1. The rate to be offered by the bidder for dry vehicle per km basis inclusive of all expenses (directly& indirectly), except Fuel, Mobil & Toll tax.
2. Fuel would be supplied by Milk Union considering the mileage as mentioned above. Additionally Rs-0.50/- p/km would be paid by the Milk Union for Mobil / lubricant. Toll tax on actual basis except over loading charges, if any.
3. Toll taxes and levies will be borne by the Milk Union against submission of original receipt.
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 conditions of tender will not be entertained and also the conditional offer in tender will not accepted and treated as invalid tender.
5. The proposed vehicle which will be provided for transportation must be in good condition. Preference will be given to new vehicles not more than 3 years old. Route / Operation area of the transporter may change during service periods as per requirement of the Milk Union.
6. The transporters or his representative (Driver / Helper) shall be responsible for collecting Can, Lid, cheques /drafts/letters/crates box and other related materials / documents from distributors / dairy cooperative society/ etc. and submitting it to the In-Charge/Route In-Charge of the concerned 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 and liquidated damages also 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 on that as mentioned in the engagement letter. Failure to engage vehicle on that fixed day shall lead to termination of the contract.
10. The Milk Union reserves the right to reject any bid of any transporter with an ill reputation with The Bhagirathi Milk Union.

OTHER TERMS AND CONDITIONS

1. The transporter shall be liable to collect, carry and hand over the Milk Products, Milk Crate, Milk Cans, Milk Testing Equipments along with others material, documents etc to the said Dairy Cooperative Society /distributor etc. The contract will be valid from 1st Oct' 2020 to 30th Sep' 2023 or from the date as mentioned in the engagement letter and The Transporter shall be liable to provide the service for the stipulated time period.
2. At the time of milk collection, the transporter should record the number / quantity of filled milk cans at the Milk Union in the prescribed / supplied format and it will be submitted to the Union office in time. The transporter should also deliver the report (Truck Sheet) of received milk from Dairy Cooperative Societies.
3. During the contract period, no escalation of rate for dry vehicles will be entertained. 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 crate, Milk Cans, Cattle Feed, Milk Testing Equipments, Letters, and Documents of the Bhagirathi Milk Union, according to the schedule Time Table from pickup point to deliver point i.e. to the proper address/consignee/ addressee/Milk Union or any other place as per written instructions. If necessary the Transporter shall carry the Milk or Milk Product from Dairy to Distributor/Society as per instruction of Milk Union as per prescribe Route & prescribed time. If the Transporter is unable to perform so, penalty will be imposed as decided by the Milk Union against each failure.
5. As per instructions Milk, Milk Cans, Cattle Feeds, 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 an amount as decided by the Milk Union against each fault and that will be deducted from the monthly bill of the transporter.
6. If for any unavoidable circumstances the Milk Union is compelled to stop the milk collection at any Milk Route at any shift. The Bhagirathi Milk Union shall not be liable to pay the compensation. The Transporter shall have to abide by such order. The Milk Union shall inform occurrence of such situation well ahead 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 /break down of the vehicle deployed by him and intimating both orally and writing to officials of The Bhagirathi Milk Union and ensure that the service is not affected due to such accident / breakdown. If the Transporter is unable to replace the vehicles in the above situation, penalty will be imposed as decided by the Milk Union against each fault and the amount shall be deducted from the monthly bill of the transporter.
8. That the Transporter will have to affix this permanently by red colour **“ON EMERGENCY MILK 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 other products /materials, other than the products / materials that specified by the Milk Union. In such event, Bhagirathi Milk Union reserves the right to impose penalty to the quantum as decided by the Milk Union.

11. That the Bhagirathi Milk Union reserves right to increase or decrease the number of societies and distance of the Milk Route. In that case, same rate per km will be prevail.
12. The transporter has to submit the transport bill in (triplicate) within 7th day of the month. Accordingly bill shall be paid within next 21-30 days of the submission of bill. In case of failure to submit the bill within 7th day of succeeding month, the Union shall not be responsible for any delay in paying monthly bill. Income Tax will be deducted as per Govt. Norms.
13. That the Bhagirathi Milk Union shall debar the transporter or its staff / helper on account of negligence / nuisance during transportation of milk. If it is found to involve in the activities like Theft, Fraud, Dishonesty, Gross negligence, misconduct etc. severe penalty shall be imposed which may further lead to termination of contract and forfeiture of Security Deposit. The Transporter shall be further blacklisted for 3 years.
14. The Bhagirathi Milk Union shall reserves the right to instruct the transporter to collect the Milk , Milk Cans and other materials in another route rather than the route fixed to him/her according to the time table relating to that particular Route. He/she shall also be responsible to deliver such items to the reception point.
15. Without prior permission of the Milk Union, the transporter shall have no right to park the Milk carrying vehicle at the Union premises. Penalty shall be imposed for using water without prior approval of concerned official/competent authority.
16. The time table for milk collection shall be fixed by the Bhagirathi Milk Union .The Transporter shall have to follow the scheduled timetable for collecting filled or empty Cans, Milk& Milk Products from receiving / end point.
17. If for any reason the transporter does not agree to move the vehicle as a result of which the Milk Union incurs loss, the loss shall be recovered from the transporter by deduction of the said amount from security deposit or bills and penal action shall be taken for breach of contract.
18. The Transporter shall be liable to submit time to time up-to-date copies of all statutory documents i.e. Vehicle Registration Certificate/Card, Tax Receipt, Vehicle Fitness Certificate, Road Permit, and Insurance, Driving License etc. as and when required and also renew before its expiry, without fail.
19. After settlement of the tender if the Transporter is unable to supply the vehicle and the Transporter will declared unfit to participating in tendering process of the Milk Union for next two years. Subsequently the EMD shall be forfeited and no claim in this regard shall be entertained.
20. 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 the Chairman / Special Officer of the Milk Union or any representative nominated by them.
21. The Bhagirathi Milk Union shall debar the transporter and its staff if found involved in activities like Theft, Fraud, Dishonesty, Bad Behavior with the Union representative and unholy tie-up with any person. Suitable measures will be also being taken in accordance to law.
22. The transporter will be liable to follow the instructions provided by the Milk Union from time to time.
23. 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 transporter.

24. The Vehicle must be insured according to Insurance Act.
25. Without permission of the 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.
26. Force Majeure: For any unforeseeable circumstances like Strike, Lock Out, Closer, Flood, Natural Calamities etc for which the Milk Union is compelled to stop Milk Collection or the transporter is unable to ply his/her vehicle it shall be termed as force Majeure and no claim by the transporter or no penal action shall be taken the Milk Union in this regard.
27. 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.
28. 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.
29. 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 any time without assigning any reason whatsoever. Due to any other reason i.e. if the service of the transporter is no more required, then Bhagirathi Milk Union will not be liable to pay any kind of compensation / demurrage to the Transporter for the respective day or for the stipulated time period or rest periods.
30. 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 will be levied by the Govt. on the Transport vehicle, that amount shall be borne by the transporter.
31. 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.
32. The transporter shall collect the Milk filled cans from Dairy Cooperative Society level and after unloading the milk filled cans it shall return to the Dairy Cooperative Society in schedule time. Any loss or damage caused to the can any pilferage, theft during the process of transportation shall be recovered from the Transporter with penalty.
33. If the service of the transporter is not found satisfactory or it is adverse to the interest of the Milk, then the Bhagirathi Milk Union may cancel / terminate the engagement letter / contract at any point of time, on termination of contract, the Security Deposit will be forfeited.
34. The transporter has to pay a refundable additional security deposit of Rs. 5,000/- or actual price of GPS either in demand draft (payable to The Bhagirathi Cooperative Milk Producers' Union Limited payable at Berhampore) or may be deducted from the bill for supply and installation of GPS tracker to the vehicles by the Milk Union. GPS tracker must be active during the trip. The additional Security Deposit shall be refunded to the transporters if the GPS trackers are returned to Milk Union in good working condition after execution of contract.
35. The transporter has to notify the Milk Union is 3 months well in advance if he/she wants to withdraw the vehicle. Failure to do so shall be liable to forfeiture of Security Deposit. But Bhagirathi Milk Union may cancel /terminate the engagement letter / contract by giving (1) one month prior notice to the transporter.
36. If, required tenure may be extended further, subject to the satisfactory performance, depending upon mutual consent.

37. Vehicle shall ply in both morning and evening shift and the approximate total distance covered daily is enclosed.
38. If additional vehicles are required due to enhancement of milk procurement in any route, transporters are bound to engage on demand of milk union at the existing rate or at the negotiated rate.

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, valid 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 general terms and conditions and other terms and conditions of the NIT.

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. In-charge P&I
2. Office Notice Board
3. MIS Officer for publication in our official website (www.bhagirathimilk.com)

FINANCIAL BID

I.....S/o.....Vill/Word/Road-.....
P.S-.....,Dist-.....
State-.....,Pin-.....

.....,MobileNo..... ,e-mailid.....,

Company /Trade Name:-

Director/Proprietor/ Partner:-

Relationship with Trade:-

Registered Address:-

E-mail id:-

Mobile No.

I am the bidder abide by all the terms and conditions of this NIT and submit financial offer below:

Sl No.	Route No	Approx Distance in km per day	Can Capacity	Route Details	Unit Rate of Dry vehicle per km basis in Rs.... (including driver, helper and all other expenses) except fuel, mobil and toll tax
1.	6H (68)	112 Km	90 +10%	Panchthupio to KCP / Feeder Dairy, Berhampore, via- Tgra, Mirjapur, Rameswarpur, Shrihotti Karla etc.	Dry rate is Rs...../- per km

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 weight 6.5 kg. 1 crate can hold 10 liters of Milk.

Thanking you,

Signature of the bidder

[Name in Capital Letter]