

The Bhagirathi Cooperative Milk Producers' Union Ltd., was established in the year 1974, under the "Operation Flood Programme" as a Cooperative Society and is registered under West Bengal Cooperative Societies Act and Rules. The main objective of Bhagirathi Milk Union is bringing about socio-economic transformation of the rural masses through organizing Dairy Cooperative Societies in the district of Murshidabad. Over a period of 44 years, the Bhagirathi Milk Union has been able to infuse a new life in the cooperative movement of the West Bengal, ensuring democratic functioning of the cooperatives such as members' involvement in decision making process, to promote thrift, self-help and mutual aid, involving womenfolk and also to provide for transparent, devoted and efficient management and services relevant to the needs of the cooperatives. The operational area of the Union is entire Murshidabad district which covers 26 blocks.



Range of Products of Bhagirathi Milk Union

Our supply consists of exclusively cow milk obtained from good quality cattle and our effort is to bring fresh unadulterated cow milk to the doorsteps of the consumers. During the processing of the raw milk supplied to us by the farmers we pasteurize and homogenize and as well as maintain originality and purity of the cow milk. Our main objective is to supply fresh dairy products to the consumers within a reasonable cost.

NOTICE INVITING TENDER

BU/P&I/TRANSPORT/1941

The Bhagirathi Cooperative Milk Producers' Union Limited invites tender in **Two bid** system for entering into rate contract for Transportation of Milk, Milk Cans, Cattle feed ,Milk Stationing Equipments and Milk Products.

IMPORTANT DATE AND TIME SCHEDULE

| Sl. | Particulars | Date & Time | |
|-----|---|----------------------|--|
| No. | | | |
| 1 | Date of Inviting NIT | 27.08.2018 | |
| | (hosting of documents at departmental website | | |
| | www.bhagirathimilk.com) | | |
| 2 | Tender download start date | 27.08.2018 | |
| 3 | Documents download end date | 06.09.2018 | |
| 4 | Tender Submission Start Date | 27.08.2018 | |
| 5 | Tender Submission End Date | 06.09.2018 | |
| 6 | Pre bid Meeting | 31.08.2018 | |
| | (In Office of The Bhagirathi Cooperative Milk | | |
| | Producers' Union Limited) | | |
| 7 | Technical Bid Opening Date | 07.09.2018 | |
| | (to be opened in presence of willing bidders) | | |
| 8 | Financial Bid Opening Date | To be notified later | |
| | (to be opened in presence of willing bidders) | | |

The details of work are given below:

| | Transportation of Milk, Milk Cans, Cattle feed , Milk Stationing Equipments and Milk | | | |
|--|--|--|--|--|
| Nature of Work | Products | | | |
| Scope of Work | Supply of 1 Open Vehicle. | | | |
| Area of Murshidabad District | | | | |
| Operation | | | | |
| Estimated Cost Rate to be offered by the bidder | | | | |
| of Work | | | | |
| Contract Period | 1 year | | | |
| Bid Inviting | The Managing Director of The Bhagirathi Cooperative Milk Producers' Union | | | |
| Authority Limited | | | | |
| Security Rs. 20,000/- for vehicle. | | | | |
| Deposit against | | | | |
| Work | | | | |
| | Credentials: | | | |
| | Experience : Intending bidders should have experience in transporting | | | |
| Eligibility | Milk, Milk Cans, Cattle feed ,Milk Stationing Equipments and Milk | | | |
| Criteria | Products for any esteemed organization for a minimum period of 1 | | | |
| | year. Experience certificate from competent authority supporting the | | | |
| | claim must be submitted in the Technical Bid Folder. | | | |

| Statutory & Non Statutory Documents | a) Photocopy of PAN card. c) Photocopies of: (1) RC book (2) Fitness Certificate (3) Insurance Certificate (4) Permission letter (in case of hired vehicle) (5) Road Tax (6) Identity proof which can be a ration card, Aadhar card, Election Commission's ID card, Driving License (or) Passport. f) To prove his past experience, Photocopy copy of the experience / | |
|--|--|--|
| Payment certificate Bid Document The bid document is available in the official Website of The Bhagi Union www.bhagirathimilk.com | | |
| Technical Bid | The Technical bid shall contain the following documents: 1. Experience Certificate of minimum 1 year experience within the last five years in supply of transportation vehicle of goods in the Government/Govt. undertakings/ Cooperative Dairies / any private dairy. The one year experience of the tenderer should be in the same name and style as the bidding entity. Photocopy of : 2. PAN Card 3. Identity proof which can be a ration card, Aadhar card, Election Commission's ID card, Driving License (or) Passport. 4. Registration Certificate book 5. Fitness Certificate 6. Insurance Certificate 7. Permission letter (in case of hired vehicle) 8. Road Tax All these documents are mandatory. Failure to submit the documents will result in disqualification during technical bid. | |
| Financial Bid | Rate shall be quoted in the Financial bid 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. 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. | |
| Penalty for suppression / | If any tenderer fails to produce the original hard copies of the documents (especially Experience Certificates, audited balance | |

| distortion of facts | sheets or any document which is vital for his eligibility), or any other documents within the specified time frame stated above or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression of fact during any time of the tendering process or even after the issuance of work order, the EMD shall be forfeited and penal action will be taken for collecting liquidated damages from the tenderer. | | | |
|-----------------------------|---|--|--|--|
| Technical Bid Evaluation | submit all the necessary documents mentioned above in sealed envelope. The Technical Bid Folder which will be verified and evaluated by the Tender Committee. | | | |
| Financial Bid Evaluation | The financial bid documents of the technically qualified bidders will only be opened. | | | |
| 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 | 90 days after opening of Tender | | | |
| Important Instructions | | | | |
| Earnest Money Deposit | Earnest Money amounting to Rs. 10,000/-should be submitted through NEFT/RTGS. Photocopy of the chalan shall be submitted with the Technical Bid Bank Name United Bank of India Account No 0229050010001 The Bhagirathi Co-operative Milk Account Title Producers' Union Limited Account type Current IFSC code UTBI0BGTF64 MICR Code 742027005 The Bhagirathi Co-operative Milk | | | |
| | Bank AddressProducers' Union Limited, PO- | | | |

| | Panchanantala N.H34 Berhampore | | | | |
|-------------------------------|--|--|--|--|--|
| | DIST-Murshidabad Pin- 742101 | | | | |
| | • Tenders not accompanying EMD will be summarily be rejected. | | | | |
| | • EMD of unsuccessful bidders will be returned within 30 days. | | | | |
| | • EMD of Selected bidder will be adjusted with Security Deposit. | | | | |
| | | | | | |
| | | | | | |
| EMD shall not carry interest. | | | | | |

GENERAL TERMS AND CONDITIONS:

- 1. The Bhagirathi Co-operative Milk Producers' Union Ltd. will not accept any variations 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.
- 2. The tenderer can attend the pre bid meeting at the office of The Managing Director ,The Bhagirathi Cooperative Milk producers' Union Ltd. where the clarifications sought for by the tenderer will be given and the minutes of the pre bid meeting will be uploaded in the website.
- 3. The propsed vehicle which will be provided for Milk, Milk Can, Cattle Feed, Milk Products and other related materials transportation shall not be more than 5 years old and should be in good condition.
- 4. The rate quoted should be for commercial vehicle only.
- 5. The transport vehicle staff shall also be responsible for collecting Letter from Dairy Cooperative Society and submitting it to the Milk Union Office.
- 6. If the tenderer has already been blacklisted by any Government/ Government Under takings/ 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.

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.

| SI No. | Route No | Approx Tatal Distance/Day (Morning & Evening Shift Included) (In KM.) | Can Capacity | Route Details |
|--------|----------|--|--------------|--|
| 1 | 5 | 205 | 80 + 10% | Pilki, Sagardighi to Feeder Dairy , Berhampore Via Uladanga |

Details of operational routes

N.B \rightarrow The vehicle has to carry milk with equivalent no. of crates (one can carry 40 Kgs. of milk and weight of one can is 6.5 Kg.

*Subject to change in time as per direction of Procurement Section & distance running as per actual kilometer. Time scheduled to be supplied with work order and the submitted scheduled may be change time to time...

(On selection, the Contractor to be executed the following agreement on Non-Judicial Stamp Paper worth Rs.100)

DRAFT AGREEMENT

AND

(2)(hereinafter)

Referred as the Transporter having permanent address at

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 transport vehicles 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:

- 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.
- 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, if the cost of fuel increases/decreases, by following the conventional rules of the Union, the Union will be liable to pay to the Transporter by increasing/decreasing the accepted rate per kilometre as per example provided below. Except the above mentioned point no change in per kilometer rate will be entertained during the contract period.

The payment for increase or decrease in fuel rate will be considered only if the average (monthly) rate of fuel increased or decreased by more than 50 paisa per litre. The transporter has to produce an extra bill mentioning the extra amount due to the enhancement in fuel rate as well as in case of decrease in fuel rate, deduction will be done accordingly from the monthly bill of the transporter. The deducted or enhanced rate per kilometer will be calculated as per illustration given below :

For change in retail diesel price effective at Berhampore, the consumption of diesel for different carrying capacity vehicle will be considered as below.

| Can capacity of vehicle | Fuel consumption per litre | |
|-------------------------|----------------------------|--|
| 150 | 7 km. | |
| 80 to 100 | 8 km. | |
| 50 to 60 | 10 km. | |

Illustrated example

If approved based rate during diesel rate Rs 70/- is Rs 15.00/Km for a route of 150 Km. If price of diesel is hiked by Rs.3/- . For a 80 to 100 can capacity vehicle, the calculation is as follows:

Diesel consumption for the vehicle = (150/8) = 18.75 liter.

Increase in expenditure = $(18.75 \times 3) = \text{Rs.} 56.25$ Increase in rate/Km = (56.25/150) = 0.375New per Km rate = (15+0.375) = Rs. 15.375/Km

If approved based rate during diesel rate Rs 70/- is Rs 15.00/Km for a route of 150 Km. If price of diesel is decreased by Rs.3/- . For a 80 to 100 can capacity vehicle, the calculation is as follows:

Diesel consumption for the vehicle = (150/8) = 18.75 liter.

Decrease in expenditure = $(18.75 \times 3) = Rs. 56.25$ Decrease in rate/Km = (56.25/150) = 0.375New per Km rate = (15-0.375) = Rs.14.625/Km

This will be over & above existing rate.

- 3. 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.
- 4. 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 reasons, which causes any economic loss or 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.

- 5. 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.
- 6. 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.
- 7. Transporter will have to affix this permanently- ON EMERGENCY DUTY BHAGIRATHI MILK UNION Name & Logo on the body of vehicle.
- 8. 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.
- 9. 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.
- 10. The Transporter shall maintain security Deposit Rs. 20,000/- Bhagirathi Milk Union No interest will be given on such amount. This security money to be deposited in cash or DD in the time of giving work order.
- 11. The Bhagirathi Milk Union shall have right to increase or decrease the No. of Society of Milk Route. After Implementation of such decision the payment will be done according to increase or decrease kilometer as per the fixed rate.
- 12. 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.
- 13. 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.
- 14. 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 payment will be done for such case as per the pre fixed rate. The Transporter shall be liable to compensate for the losses for the negligence of such activities if any.
- 15. 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.
- 16. 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.
- 17. No appeal will be entertained for increasing the transport rate 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 .
- 18. 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.
- 19. After settlement of tender if the Transporter is unable to supply the vehicle the Earnest Money of the Transporter will be forfeited and he shall be declared unfit to participating in tendering process of the Milk Union for next two years.

- 20. 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 and his Earnest Money will be forfeited.
- 21. 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.
- 22. The Bhagirathi Milk Union shall debar the Transporter and its staff if found involved in activities like theft. Fraud, dishonesty, bad behaviour with Union representative and unholy tie-up with any person. Suitable measures will be also be taken in accordance to law.
- 23. The transporter will be liable to follow the instructions provided by the Milk Union from time to time.
- 24. 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.
- 25. The Vehicle must be insured according to insurance Act.
- 26. 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.
- 27. 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 the Milk Union shall not be liable to compensate any charge or losses to the Transporter.
- 28. 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..
- 29. 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.
- 30. 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 The Transporter for the respective day or for the stipulated time period.
- 31. 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.
- 32. 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.
- 33. 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.
- 34. 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.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET THEIR

HANDS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN:

| By and for the transporter | for and on behalf of |
|------------------------------|--|
| Signature of the Transporter | |
| Full Name: Address | |
| Telephone No.: | THE BHAGIRATHI COOPERATIVE MILK PRODUCERS' UNION LTD. |
| In the presence of: | In the presence of: |
| 1 | 1 |
| 2 | 2 |

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

Sd/-Managing Director The Bhagirathi Co-operative Milk Producers' Union Ltd. Address: Feeder Dairy, Panchanantala, Berhampore, Murshidabad, PIN- 742101

CC: 1. NOTICE BOARD of Bhagirathi Milk Union (H.O).

2. Website of Bhagirathi Milk Union (bhagirathimilk.com)

FORMAT OF Bill Of Quantities *

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

| SL No. | Item Description (Route Description) (Approximate Distance Covered by the Vehicle) (Vehicle Specification with Can Capacity) | Rate (Rs.) per Kilometer | Taxes and other levies (Rs.) | Total Rate per Kilometer inclusive of all (Rs.) |
|-----------|--|-------------------------------|---------------------------------|--|
| 01 | | To be quoted by the bidder | To be quoted by the bidder | To be quoted by the bidder |

We agree to provide the above specified vehicles for respective route in accordance with the technical specifications for a total contract **Rate per Kilometer** price of Rs.(amount in figures) (Rs. amount in words) within the period specified in the tender.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing World Bank's sanctions procedures) in competing for or in performing the Contract.

<mark>Thanking you,</mark>

Signature of the bidder [Name in Capital Letter]