



The Bhagirathi Co-op. Milk Producers' Union Ltd.
(A Govt. of West Bengal Project)

Feeder Dairy: P.O-Baharampur: PIN -742101: Dist.-Murshidabad
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NOTICE INVITING E-TENDER

BU/E&T/MVEHICLE/1496

Dated: 27.08.2022

The Bhagirathi Cooperative Milk Producers Union Limited (BCMPUL) invites **E-Tender** in Two bid systems for entering into rate contract for hiring –

- A. Three (3) no(s) of Refrigerated Container Vehicles** for transportation, carrying and supply of our Milk & Milk products from Berhampore (Murshidabad) to the DEFENCE ESTABLISHMENTUNDERS OF **NORTH BENGAL**, UNDER MINISTRY OF DEFENCE, GOVT. OF INDIA OR OTHERS DEPARTMENT / PRIVATE ORGANIZATIONS / Packaging Station (Siliguri) / Hired Cold Room (Siliguri). Goods & Load carrying capacities shall be **8.6 Ton = 750 no(s)** loaded milk crates (for each vehicle) loaded with milk & milk products, along with driver, helper, loading & unloading, for a period of **1 (one) year w.e.f. 01/10/2022 to 30.09.2023**, with a minimum traversal guarantee of 7500 K.M per month for each vehicle. Area of operation within India.
- B. Two (2) no(s) of Insulated Container Vehicles** for transportation carrying and supply of our Milk & Milk products from Berhampore (Murshidabad) to the DEFENCE ESTABLISHMENTUNDERS (**ASC OF PANAGARH**) (including 10-20 no(s) of sub delivery point in each defense establishment) and **NABAGRAM**, UNDER MINISTRY OF DEFENCE, GOVT. OF INDIA OR OTHERS DEPARTMENT / PRIVATE ORGANIZATIONS / OUR RETAILERS AND DISTRIBUTORS POINTS of that route. Goods & Load carrying capacities shall be **6 Ton = 500 no(s)** loaded milk crates (for each vehicle) loaded with milk & milk products, along with driver, helper, loading & unloading, for a period of **1 (one) year w.e.f. 01/10/2022 to 30.09.2023**, with a minimum traversal guarantee of 5000 K.M per month for each vehicle . Area of operation within India.
- C. One (1) no. of Covered Vehicles** for transportation carrying and supply of our Milk & Milk products from Cold Storage / Plant at Siliguri to the DEFENCE ESTABLISHMENTS UNDERS **BENG DUBI AND SEVOK** etc. (including 20 no(s) of sub delivery point against each defense establishment) OF **NORTH BENGAL**, UNDER MINISTRY OF DEFENCE, GOVT. OF INDIA OR OTHERS DEPARTMENT / PRIVATE ORGANIZATIONS / OUR DISTRIBUTORS & RETAILERS OF SILIGURI. Goods & Load carrying capacities shall be **7 Ton = 600 no(s)** loaded milk crates loaded with milk & milk products, along with driver, helper, loading & unloading, for a period of **1 (one) year w.e.f. 01/10/2022 to 30.09.2023**,. Area of operation within India. Distance on daily basis is 150 km (approx.) to and fro.

IMPORTANT DATE AND TIME SCHEDULE

Sl. No.	Particulars	Date & Time
1	Date of uploading (Publishing)of N.I.T. Documents (Online)	27.08.2022 at 1800 hrs
2	Documents download start date (Online)	27.08.2022 at 1805hrs
3	Technical Bid proposal submission start date (Online)	27.08.2022 at 1810 hrs
4	Bid Submission end date (Online)	03.09.2022 at 1810 hrs
5	Technical bid opening date	05.09.2022 at 1810 hrs
6	Pre bid Meeting (Any query may be addressed by mail or telephonic communication)	NIL
7	Financial Bid Opening date	To be notified later

The details of work are given below:

Nature of Work	Service		
Scope of Work	Rate contract for Hiring Refrigerated Container Vehicles, Insulated Vehicles and Cover Vehicle including all expenses i.e. Fuel, Mobil Lubricant, maintenance cost, driver and helper etc. along with loading, unloading, for transportation of Milk and Milk Products to Govt. organizations / Non-Govt. organizations /Indian Army Camps or Establishment/ Distributors / Retailers etc. within India, for a period of 1 (one) year. Carrying capacity, distribution point & unloading point may increased or differ depending upon our demand.		
Load & Mileage details	SL No.	Load milk Crates Carrying Capacity	Mileage for Refrigerated / Insulated Cover Vehicles per liter.
	1	8.6 Ton = 750 Crates (for each vehicle) loaded with milk and milk products	6 km
	2.	6 Ton = 500 Crates (for each vehicle) loaded with milk and milk products	8 km
	3.	7 Ton = 600 Crates (for each vehicle) loaded with milk and milk products	7 km
	Note: - One full Crate of Milk =10 kg. One Crate without Milk=1.5 kg. (approx.)		
Estimated Cost of Work	<p>1. For Berhampore to Siliguri and Berhampore to Panagarh route:- Rate to be offered by the bidder per Km basis inclusive of all expenses involved (directly& indirectly).</p> <p>2. For Siliguri to Bengdubi & Seboke etc. route :- Rate to be offered by the bidder per day basis inclusive of all expenses involved (directly& indirectly).</p>		
Area of operation	PAN India. The Transporter should have National permit. Vehicles shall be equipped with GPS Tracker and Fastag facility.		
Contract Period	1 (one) year.		
Bid Inviting Authority	The Managing Director of The Bhagirathi Cooperative Milk Producers' Union Limited.		

Estimated Cost of Work	Nil. Bidder should quote the rate depending upon prevailing market rate. Rate should be quoted per km basis inclusive of all i.e. Driver, Helper, Fuel, Lubricant, Maintenance cost, Market fees, etc.
Eligibility Criteria	<p>Credentials:</p> <ol style="list-style-type: none"> Experience: Preference will be given to experienced transporters (in the same name and style as in the bidding entity) in transportation of milk. Experience certificate / Vehicle engagement letter from competent authority supporting the claim must be uploaded in the Technical Bid Folder, if available. Vehicle Number: Rate should be quoted for Commercial Vehicles only per km basis inclusive of all expenses involved directly and indirectly.
Statutory & Non Statutory Documents	<ol style="list-style-type: none"> Copy of NIT duly signed and sealed as a token of acceptance of all terms and conditions enshrined in this Tender Notice. (It shall be uploaded in NIT Folder) GST Registration Certificate. PAN Card, FSSAI License / Registration under FSSAI Act. Up-to-date documents related to each vehicle i.e. RC, Permit, Road tax, Fitness, Insurance etc. Documents supporting to identity and address of the bidder. Experience Certificate of Milk Transportation. (Work Order/Certificate) Route for which bid is applied for also mention. Agreement copy incase vehicle hired from the other. Undertaking in case of purchasing & providing new Vehicles. <p>Uploading all these documents are necessary. Failure to upload the documents may result in disqualification during technical bid.</p>
Earnest Money Deposit	<p><u>The EMD amounting to Rs. 11,111/-</u> should be deposited online through Net Banking, NEFT / RTGS in favour of the The Bhagirathi Cooperative Milk Producers' Union Limited payable at Berhampore. EMD shall not carry any interest.</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"> Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment Gateway. RTGS/NEFT in case of offline payment through bank accounts in any Bank. <p>Payment procedure:-</p> <p>a) Payment by Net Banking (Any Listed Bank) through ICICI Bank Payment Gateway :</p> <ol style="list-style-type: none"> On selection of net banking as the payment mode, the bidder will be directed to ICICI BankPayment Gateway webpage (along with a string containing a Unique ID) where he will select theBank through which he wants to do the transaction. Bidder will make the payment after entering his Unique ID and password of the bank to processthe transaction. Bidder will receive a confirmation message regarding success/failure of the transaction.

4. 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.

5. If the transaction is failure, the bidder will again try for payment by going back to the first step.

b) Payment through RTGS/NEFT:

1. On selection of RTGS/NEFT as the payment mode, the e-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. Hereafter, the bidder will go to e-Procurement portal for submission of his bid.

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

B. Refund/Settlement Process:

1. 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 Tender 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.

2. 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 their 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.

3. 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 Tender Inviting Authority.

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

	<p>5. EMD of the LI 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 LI bidder.</p> <p>6. EMD of the LI bidder for tenders of the State PSUs/Autonomous Bodies/Local Bodies/PRI, etc. will automatically get transferred from the pooling account to their respective linked bank accounts along with the bank particulars of the LI bidder.</p> <p>7. 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>8. The Bank will share the details of the GRN No. generated on successful entry in GRIPS with the E-Procurement portal for updating.</p> <p>9. Once the EMD of the LI 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 bank accounts for State PSU/Autonomous Body/Local Body/PRI, etc. tenders.</p> <p>10. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD & Tender Fees (if any) were initiated.</p>
Security Deposit	Lowest bidder has to pay/submit a Security Deposit of Rs.50,000/- payable to The Bhagirathi Cooperative Milk Producers' Union Limited in NEFT/RTGS/Demand Draft payable at Berhampore for Each Vehicle. Security Deposit shall not carry any interest. Security Deposit shall be released after successful execution of the Contract and shall be forfeited for violating the terms and conditions enshrined in the Contract subject to approval from the Competent Authority of the Milk Union.
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. 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). Single rate per kilometer shall be quoted in the specified space of the BOQ given under financial bid. The rate quoted by the tenderer shall be inclusive of all elements of taxes and duties, demands, tolls etc.</p> <p>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.</p>
Validity of Bid	365 days
E-Tender registration and bidding	<p>ONLINE BIDDS:</p> <p>The bidders interested to submit the bid Online shall get registered and get a digital signature as per the procedure described below:</p> <p>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</p>

	<p>Online tenders can be submitted by logging in the e –Tendering portal of Govt. of West Bengal i.e. https://wbtenders.gov.in .</p> <p>ONLINE BID SUBMISSION: 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>
Download of Tender	<p>1. Download of Tender</p> <p>Tender to be downloaded only from the e-Tendering portal of Govt. of West Bengal i.e. https://wbtenders.gov.in .The tender will be submitted in two bid system i.e. Technical bid & Financial bid only through online.</p> <p>2. Online Bid submission procedure</p> <ol style="list-style-type: none"> i. Registration of Transporter: Agencies/Bidders or parties who are interested in participating e-tenders will have to get enrolled & registered with the Government e-Procurement system. through logging on to https://wbtenders.gov.in ii. Digital Signature certificate (DSC): 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. iii. Tender Download: The transporter can search & download NIT & Tender Documents electronically from computer once he logs in to the e-Tendering portal https://wbtenders.gov.in using the Digital Signature Certificate. This is the only mode of collection of Tender Documents. iv. Submission of Tenders: 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 & the other is Financial Bid before the prescribed date & 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).
Award of Contract	<p>The bidder selected after evaluation of financial bid by the Tender Committee followed by subsequent approval of the Management will be given Award of Contract, subject to fulfillment of Terms and Conditions provided in the tender.</p>
Publication of Tender	<p>The bid document is available in:</p> <ol style="list-style-type: none"> 1. E-Procurement Portal Govt. of West Bengal (https://wbtenders.gov.in) 2. Website of the Milk Union (www.bhagirathimilk.com) 3. Office Notice Board

GENERAL TERMS AND CONDITIONS

1. Toll tax and levies (except over loading charges) shall be reimbursed by the Milk Union on actual basis subject to submission of bill. In case, Milk union provides extra load (more than scheduled crates) then the over loading charges / penalty (if any) will be paid by the milk Union subject to submission of original fine receipt with the monthly bill.
2. After taking load of our Milk & Milk products from our Factory, you being a transporters have the sole responsibility to complete the every consignment successfully within due time.
3. Bid quoted for Refrigerated container vehicles less than the scheduled crates capacity shall not be accepted.
4. EMD deposited by the lowest bidder shall be released after successful execution of the contract.. EMD of unsuccessful bidders shall be waived within 2 working days after the Award of Contract is uploaded.
5. 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 will be invalid.
6. The proposed vehicle which will be provided for transportation of milk and milk products / SMP/ Poly Film etc. should be in good condition. Preference will be given to new vehicles not more than 7 years old. Rate quoted for vehicles more than 3 to 7years old shall only be accepted after proper inspection.
7. The transport vehicle staff shall also be responsible for collecting cheques/drafts/letters/Crates, Boxes and other related materials from distributors and submitting it to the official of the concerned Department.
8. Refrigerated vehicles should be insulated properly to maintain a continual temperature of 2⁰C to 4⁰C. The vehicle must strictly comply with insulation and refrigeration norms. Repair, maintenance or repair against any accidental damage, accident is the sole responsibility of the bidder and should be carried out at the cost of the transporter without jeopardizing the activities of the milk union. In case of breakdown of schedule vehicles, transporters are bound to arrange alternative vehicles of same capacity and same categories, for uninterrupted supply of milk & milk products immediately on instant basis. In default, transporters are liable to compensate to the milk union 10 % extra amount along with the penal amount fixed by the defense establishment against milk union or an amount not less than additional expenditure/ entire amount against financial loss and goodwill loss incurred by milk union / suffer by the Milk Union in arranging or non-arranging of alternative vehicles/ reprocessing cost of milk and milk products if the products are acceptable condition.
9. 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.
10. BCMPUL reserves the right to accept or reject any or all tender wholly / partly without assigning any reason thereof at any time.

11. Successful bidder has to provide vehicle within admissible time or date as decided / mentioned by the milk union in the engagement letter.
12. On selection, the contractor has to execute an agreement on Non-Judicial Stamp paper of Rs.100/- as per terms and conditions of the NIT.
13. Vehicles will be run as per scheduled timetable of the Milk Union. The Managing Director of the Union reserves the right to add, subtract and modify any term and condition of the agreement with the consent of the Contractor during the contract period.
14. Rate quoted by the bidder per km basis inclusive of all expenses i.e. driver, helper, repair and maintenance cost, market fees, fuel, lubricant, market fees etc. and it shall be increase/decrease every month proportionately depending upon increase / decrease average monthly fuel price.
15. The transporter should be able to place the vehicle(s) for loading on 28/12/2021 or as mentioned in the engagement letter / award of contract.
16. Failure to commence/execute the service in the stipulated time as enshrined in this Notice after Award of Contract is placed shall invite penalty which shall cause forfeiture of EMD/Security Deposit and the bidder shall be blacklisted for 3 years.

Precautions:

1. The bidder must satisfy himself thoroughly about the geographical area to be covered, nature of work, route conditions /local conditions and the requirement of the Milk 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 bidder 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.
4. Required specification for refrigerated cover vehicles is attached along-with.
5. Successful bidder has to engage the vehicle within date as mentioned in the vehicle engagement letter.
6. The bidder can visit our office where the clarifications sought for by the bidder will be given.

Other Terms & Conditions

1. **For Berhampore to Siliguri route**, total three (3) no(s) of Refrigerated Container Vehicles are required. Each vehicle shall have the capacity to carry **8.6 Ton = 750 nos** Crates (for each vehicle) loaded with milk and milk products. Minimum traversal guarantee 7500 K.M per month against each vehicle.

2. **For Berhampore to Panagarh route**, total two (2) no(s) of Insulated Container Vehicles are required. Each vehicle shall have the capacity to carry **6 Ton = 500 nos** Crates (for each vehicle) loaded with milk and milk products. Minimum traversal guarantee 5000 K.M per month against each vehicle.
3. **For Siliguri to Bengdubi & Seboke etc. route**, total one (1) no(s) of Covered Vehicles are required. Vehicle shall have the capacity to carry **7 Ton = 600 nos** Crates (for each vehicle) loaded with milk and milk products. Minimum traversal guarantees 150 K.M (approx) on daily basis.
4. The Transporter for the mentioned route will be liable to carry out and hand over the milk and milk products/SMP/Poly Film to the destination mentioned / distributor/retailer/ Plant (according to challan). The contract will be valid for **1 one year** from the date as mentioned in the engagement letter or acceptance copy of the Work Order or placement of vehicles and the Transporter will be liable for providing the service for the stipulated time period.
5. If the service of the transporter is not found satisfactory or it is adverse to the interest of the Milk Union then the Milk Union may terminate the contract at any point of time, without assigning any reason. On termination of the contract the Security Deposit & EMD shall be forfeited and the transporter shall be blacklisted for 3 years and no claim in this regard shall be entertained.
6. Milk consignment through refrigerated container vehicle must reach the Army Establishments/ Distribution points (Siliguri) within 15 hours(maximum) in case of normal traffic conditions. Time shall count from departure of the vehicle from the Factory (Berhampore). Detention of the vehicle for unloading and delivery at Siliguri shall be of next 4 Hours (maximum). Return of the vehicle to BCMPUL (Berhampore) by next 18 hours maximum.
7. Penalty / deduction if any, imposed by the authority of the Army establishments etc. against the Milk Union attributable to the transporter and transport service related issue, the amount of penalty imposed or deduction imposed/likely to be imposed by the Army Establishments etc. on the Milk Union subsequently shall be imposed on the transporter with an additional 10% penalty by the Milk Union and no claim in this regard shall be entertained and the Milk Union shall not be liable to answer any query from the transporter in this context.
8. The Transporter will be liable to receive the milk and milk products from Feeder Dairy according to the challan and time table, provided by the Marketing Section and transport them through refrigerated / Insulated container vehicles to the Army establishment / Govt. authority/ Non Govt. authority, statutory bodies / Defense Camps/ Distributors / Retailers as per Challan, lying in the concerned route. Accordingly the transporter is bound to return the empty crates, boxes, cheque, drafts, received copy of challan and other documents/ materials to the Milk Union as soon as the vehicle returns to dairy. 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.
9. As per the instruction of the Milk Union, the transporter has to maintain a proper record regarding the list of items returned by the authority/distributors/retailers. The transporter will be responsible for any damage of milk product / consignment or return milk & milk products due to late arrival etc. which is caused by him/her to the distributors/retailers due any sort of mistakes/negligence .In such situation, the Milk Union will have the power to compensate the loss by deducting suitable amount from the bills of the transporter due to the negligence. The decision of the Milk Union will be final and binding on the transporter.
10. If the Bhagirathi Milk Union has to stop the supply of the milk and milk products of Army Establishment / any distributor/retailer of the said route due to any reasons, the Bhagirathi Milk Union will not be bound to

pay any compensation to the transporter. The transporter is bound to follow the instruction of the Union on this note. Bhagirathi Milk Union will inform the decision to the transporter well in advance.

11. If the engaged vehicle of the transporter is unable to supply milk and milk products due to break down or any reason whatsoever then the transporter has to arrange an alternative vehicle to continue the transport service. If he fails to do so, he will be liable to pay the amount of extra expenditure incurred by the Milk Union in arranging such alternate vehicle along with penalty as fixed by the milk union and engagement letter / contract may be cancelled / terminated without assigning any reason. The corresponding amount along with penalty, if any, will be deducted from the bill of the transporter.
12. As transportation of milk and milk products belong to emergency service, the transporter will have to affix a board written "ON EMERGENCY MILK DUTY BHAGIRATHI MILK UNION" on the vehicle, such that it draws the attention of everyone and the transport service does not get interrupted.
13. The transporter shall have to maintain one reserved space in the transporting vehicle for one of the official of the Milk Union.
14. In case of any accident took place, damaged of property and death of life occurred, the transporter shall only be responsible for such incident or accident. The rules of Motor Vehicles (MV) Act, Insurance Act, etc will be applicable & followed.
15. During the transit the transporter shall not carry any passenger or any other materials without permission of Milk Union. If the transporter or his/her staff is associated with any illegal activities or any accidents took place, Milk Union will not be responsible morally/legally regarding the aforesaid matters.
16. That the transporter shall have to deposit a refundable interest free Security Deposit of Rs. 50,000/-in favour of The Bhagirathi Cooperative Milk Producers' Union Ltd.in NEFT/RTGS/ Demand Draft in any Nationalized Bank payable at Berhampore at the time of issuance of work order. In case of any default said amount will be deducted from the transport bill in 4 installments.
17. All vehicles shall be equipped with GPS tracking facility and must be on during the trip.
18. The Milk Union may increase/decrease the number of distributors/retailers in the said route and the transporter will be bound supply the goods to the newly appointed distributors/retailers as per instruction of the Milk Union.
19. In case of increase or decrease in the number of distributor/retailer, for which the total traversal may increases/decreases, rate escalation/de-escalation shall be given by the Milk Union to the transporter as per prevailing market rate. Rate escalation on any other account shall not be entertained till the execution of the contract.
20. The transporter has to submit the transport bill (triplicate) within 7th day of next month. On this basis the bill amount will be paid within 30th days of the next month. In case of failure to submit the bill within 7th day of succeeding month, the Union will not be responsible for any delay in paying monthly bill. Income tax rules will be imposed accordingly.
21. The transporter will be fully responsible for any demurrage of milk and milk products for negligence or to arrange the alternative vehicle or any other negligence from the end of the transporter or his/her staff. The demurrage and penalty amount will be decided by the Bhagirathi Milk Union and it will be deducted from the monthly bill of the transporter without assigning any letters.
22. If required, the transporter will be liable to transport milk and milk products of other routes according to the challan and stipulated timetable provided by Marketing Section and at the time of carrying milk and milk products if any damage occurs, the transporter will be liable. In this case the approved rate of that route / type of vehicle will be considered.

23. The time table, for placing the vehicle to dock area for receiving the milk and milk products and for dispatching to the said route, shall be finally decided by Marketing Section and the transporter is bound to follow the instruction / time table.
24. No appeal for enhancement of rate will be entertained during the contract period. Due to any reason if the transport service is stopped or paused by the transporter then the transporter has to pay the total transportation cost for any alternative arrangement made by the Milk Union and the security amount will be forfeited and suitable compensation will be imposed or liable to terminate the contract without assigning any reason to transporter.
25. The transporter will be liable to submit time to time all the necessary valid documents related to the vehicle such as legal permit, token, vehicle insurance, fitness certificate etc of the vehicle before engaging the vehicle.
26. After accepting the contract, if the transporter fails to engage the vehicle according to the work order, his/her security deposit / EMD will be forfeited and he/she will not be able to participate in any kind of tender for three years.
27. If the transporter quits the job during the contract period, the demurrage cost due to this, will be collected from the transporter and the security money & EMD will be forfeited and a suitable penalty will be imposed.
28. 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/ Managing Director of the Milk Union or any representative nominated by them.
29. If it is found that transporter /any staff of the transporter is involved /engaged in any kind of illegal activities then legal action will be taken accordingly and if any transporter /staff of the transporter misbehaves with any officials of the union, then the particular staff will have to be dismissed immediately.
30. The transporter will not carry any other items/goods than the materials provided by the Milk Union. If so, a suitable fine will be imposed to the transporter without assigning any reason, for each time or vehicle engagement letter may be canceled / terminated without assigning any reason.
31. If the dairy plant is required to be closed under any circumstances like shortage of power, strike, lock-out or any natural calamity and if the transportation service gets interrupted, the Union will not be liable to compensate any demurrage to the transporter.
32. This is completely a commercial contract, not for recruitment. No employee-employer relationship will be maintained between the transporter and the union. In addition to this the transporter has to follow the terms and conditions of the contract apart from this any instruction issued by the Milk Union will be followed by the Transporter.
33. If the service of the transporter is found not satisfactory and violating any of the terms and conditions of the contract, the Milk Union reserves the right to terminate / cancel his/her contract/engagement letter without any notice. Due to any reason if the service of the transporter is no more required then 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.
34. The vehicle used by the transporter to transport milk and milk products should comply with the MV Act, Insurance Act, FASSI Act and rule & regulation enforced time to time. In case of any kind of fine / penalty imposed by any authority and any obligation arise due to any reason, that obligation / penalty or fine amount shall be borne only by the transporter or owner of the vehicle.
35. No loading or unloading charges will be paid to the transporter. In addition to this, in case of sale enhancement of milk and milk product, the transporter will have bound to engage an extra vehicle at the same rate or at the rate as decided by the Union.

36. The transporter has to carry advertisement of Bhagirathi milk and milk products around the transporting vehicle provided by Milk Union.
37. The transporters of refrigerated vehicles should have to maintain within 2-4 degree continuous temperature during transit and for the transporters of the insulated vehicles have to maintain within + 5 degree temperature during the transit / delivery period of milk and milk products to the distributors in default penalty will imposed as decided by the Milk union. Transit Insurance and its cost shall be borne by the transporter.
38. Transporter must have to engage 1 helper along with driver for the engaged vehicle. Transporter / owner of the vehicle shall solely be responsible for compliances of any kind of legal, statutory obligations towards Govt. / for the staffs engaged by the transporter/ obligation raised by hit and run accident or accidental death of life.
39. Door of the engaged vehicles will remain locked with seal mentioning number during transit. If any damage / tampering/ variation are found upon enlisted seal without valid reason, suitable penalty will be imposed and deducted from transport bill.
40. The transporter has to notify the Milk Union before 3 months if he/she wants to withdraw the service. Failure to do so shall invite penalty as decided by the milk union along with forfeiture of Security Deposit and EMD. But, Bhagirathi Milk Union may terminate / cancel the contract / engagement letter by giving one (1) one month prior notice to the transporter.
41. If, the transporter is unable to provide the scheduled refrigerated vehicles on or for any day / days for milk consignment due to any reason, then minimum guaranteed km will be reduced for that day / days in that month, proportionately. Excess cost if any incurred by the MILK Union may also be deducted.
42. If required, tenure may be extended further, subject to the satisfactory performance, depending upon mutual consent of both the parties.
43. Considering the urgency / requirement of the milk union, refrigerated vehicles may be used in/ under insulated condition @ decreased rate of Rs.3/- per km from the existing rate of the individual vehicle proportionately. Any kinds of objection in this regard from the transporters are not accepted.
44. The transporter shall responsible to collect and return the challan (duly filled and signed by the distributor or his representative) as a token of acceptance of the milk & milk products along with all returnable containers (like Crates, Box etc.) in good condition to the designated official of the Dairy. Any shortage, pilferage, theft, loose or damaged caused to/of the containers / crates / products during the process of transportation then loss amount shall be recovered from the Transporter. The amount of recovery will be:-
 - A) Consumer price in case of milk and milk products.
 - B) Cost price of Milk Crates and Insulated boxes.
 - C) Cost price of packing materials along with fine as decided by the Milk Union.

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

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

Encl.

a. Technical Specification of Refrigerated / Insulated Vehicles.

Copy forwarded to:

1. E-Tender portal (Govt. of West Bengal (www.wbtenders.gov.in)
2. Official Website (www.bhagirathimilk.com)

Specification of Refrigerated / Insulated Vehicles

Description	Technical Particulars
Applications	A refrigerated vehicle comprises of an insulated container body and a refrigeration unit to give the required temperature inside for the Milk product transportation.
Temperature range	(+) 2°C to 4°C
Body Parameters	
Structure	The Body comprises of outer and inner panels and an insulating material, the outer and inner panels should be of CR sheet/stainless steel. The insulated material should be Poly Urethane Foam (PUF) having minimum density of 30 Kg/cub. Meter and minimum 100 mm thick. Load bearing column should be of HR steel as per IS 1079 having pressed formed sections. Proper lightening should be provided inside the cabin and thermal insulated container. No fluorescent tube should be used for lightening purpose.
Outer panel – roof and side walls	Minimum 1 mm CR sheet bonded with insulation
Inner panel – side wall and ceiling	Minimum 0.3 mm stainless steel bonded with minimum 6mm marine grade ply wood. All joints should be sealed with good quality sealants and fastened with SS screws.
Floor	Bottom most sheet should be minimum 0.6 mm GP sheet bonded with insulation. Upper layer should be of 12 mm (minimum) ply wood and top most layer of minimum 2 mm aluminum checkered plate.
Door	Two leaves with outer and inner panels and insulation matching with box. It should be completely air sealed with FRP section and suitable EPDM rubber profile.
Door opening angle	Minimum 270°
Foam density	Minimum PUF 30 Kg/m ³
Thickness of insulation	Minimum 100 mm for side walls and 120 mm for roof and floor
Insulation thermal conductivity	Maximum 0.02 5w/m ² K
Hold Over Time	The container should hold the inside temperature at least for 16hrs at the ambient temperature of 45°C when it is not opened.
Refrigeration unit	
Unit installation	The refrigeration unit is installed on the body above the cabin of the vehicle and gives a range of temperatures. The unit should be powered by self-propelled truck engine. It should have suitable sized compressor, evaporator and control switches along with voltage stabilizer.
Temperature	The temperature variation is from +4 deg Celsius to + 2 deg Celsius
Temperature recording	The temperature is digitally displayed and recorded by the use of data-logger with an accuracy of +/- 0.5°C. The sensor should be placed inside the Milk & Milk products chamber and the recording should be displayed in the cabin. It should be an electronic device placed in closed camber of Milk, which records the Milk product temperature after loading of the Milk Product, during traveling till it is unloaded. The minimum capacity of storing the data in data logger should be of 7 days. It should be an alarm system and as soon as the Milk product temperature crosses the safe range alarm alerts the handlers.
Stand by motor	A single phase stand by motor with a extension lead of 20 meters should be provided which should be powered by external electricity source; this electric motor will drive the compressor to maintain internal temperature at the desired level during extended stops and for pre-cooling the Milk & Milk product chamber.
Testing requirement	
Air tightness test	This test should be carried out after all the structural tests have been completed and prior to the heat leakage test. The temperatures inside and outside the thermal container shall be stabilized within 3K of each other and shall be both be within the range 288 K to 298K.
Heat Leakage test	Heat leakage test should be determining the heat leakage of the thermal container shall be taken for a continuous period of not less than 8hrs, during which the following conditions shall be satisfied: a) The test shall be performed with a mean wall temperature chosen between 288 K and 298 K. b) A thermal mapping should be conducted for the Milk product storage chamber and the max. Temp. difference between the warmest and the coldest inside points at any one time should not be more than 1 ^o .C
Certificates of testing	All above mentioned test should be conducted through an approved laboratory by the Government of India and the equipment should be supplied along with the test certificates.

Physical dimensions mentioned above in the specifications should be approximated to +/- 5% variation.