



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

BU/E&T/RMT/0965

Dated: 23.07.2020

## NOTICE INVITING TENDER

The Bhagirathi Cooperative Milk Producers Union Limited (BCMPUL) invites **Tender** in Two bid system for entering into rate contract for hiring Road Milk Tankers for a period of 3 years (1<sup>st</sup> Oct' 2020- 30<sup>th</sup> Sep' 2023) or from the as mentioned in the engagement letter for carrying milk to different State Dairies, City Dairies and Chilling Plants within India.

### **IMPORTANT DATE AND TIME SCHEDULE**

Sl. No.	Particulars	Date and Time
1	Tender Publication Date	23.07.2020
2	Tender Submission Start Date	24.07.2020
3	Tender Submission End Date & Time	14.08.2020 till 05:00pm
4	Bid Opening Date (to be opened in presence of willing bidders)	17.08.2020 at 02:00pm

### **The details of work are given below:**

<b>Nature of Work</b>	Hiring of Road Milk Tankers
<b>Scope of Work</b>	Rate contract for hiring road milk tankers for a period of 3 years for carrying milk to State Dairies, City Dairies and Chilling Plants within India.
<b>Important Instruction for Submission of Bid</b>	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 " <b>Road Milk Tanker of Capacity (which is applicable), Sl. number- ..... &amp; Identification Letter.....</b> ". <b>Address to :-</b> 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. <b>Note:-</b> Separate bid will have to submitted for the separate Tanker.
<b>Estimated Cost of Work</b>	Rate to be offered by the bidder per km basis inclusive of all expenses (except toll tax) depending upon prevailing market rate.
<b>Area of operation</b>	Within India
<b>Contract Period</b>	3 years
<b>Bid Inviting Authority</b>	The Managing Director of The Bhagirathi Cooperative Milk Producers' Union Limited. <b>Separate bid would be submitted against each Tanker.</b>
<b>Eligibility Criteria</b>	<b>Credentials:</b> <ol style="list-style-type: none"><li><b>Experience:</b> Minimum 1 year relevant experience in the Government/Govt. undertakings/ Cooperative Dairies/ any Private Dairy.</li><li><b>Vehicle Number:</b> Rate should be quoted for Commercial Vehicles only per km basis inclusive of all expenses, except toll tax.</li></ol>

<b>Statutory &amp; Non Statutory Documents</b>	<ol style="list-style-type: none"> <li>1. Company / Trade details, PAN Card &amp; Bank Account, GST (if available).</li> <li>2. RC Book / Authorized documents along with R.C, in case of hired vehicles.</li> <li>3. Fitness Certificate, if applicable</li> <li>4. Insurance Certificate</li> <li>5. Permit for Transportation, if applicable.</li> <li>6. Road Tax Certificate</li> <li>7. Documents supporting to Identity and Address.</li> <li>8. Experience Certificate of Milk Transportation. (Work Order/Certificate)</li> <li>9. <b>Separate bid against each and individual Tanker with Sl. number &amp; Identification mark ( ) enclosing the technical bid envelop and financial bid envelop is required to be submits.</b></li> </ol>
<b>Technical Bid Evaluation</b>	The Technical Bid will be evaluated by the Tender Committee. Bidders shall submit all the necessary documents for each Tanker in the Technical Folder which will be verified and evaluated by the Tender Committee.
<b>Financial Bid</b>	<p>The financial bid documents of the technically qualified bidders will only be opened.</p> <p><b>Note:-</b> Rate for which capacity of RMT is applied for shall mentioned &amp; submitted separately against each of Tanker mentioning Sl. Number &amp; capacity. Rate to be offered by the bidder per Km basis inclusive of all expenses (directly &amp; indirectly), except toll tax.</p>
<b>Validity of Bid</b>	1095 days
<b>Award of Contract</b>	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.
<b>Publication of NIT</b>	<ol style="list-style-type: none"> <li>1. Website of the Milk Union (<a href="http://www.bhagirathimilk.com">www.bhagirathimilk.com</a> )</li> <li>2. Office Notice Board</li> </ol>

## **GENERAL TERMS AND CONDITIONS**

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

### **Precautions:**

1. The tenderer must thorough knowledge about the geographical area to be covered, nature of work, local conditions and the requirement of the Union before submitting his tender. The shortest route for traversal shall only be taken into consideration.
2. The person signing the tender should be the Proprietor / Partner / Managing Director or any other person duly authorized to sign the tender document. In the latter case, authorization letter should be attached.
3. Tanker needs to be run, subject to requirement of our milk Union.

4. The tenderer should read every page and understand the implications fully and offer the tender only if he could discharge the obligations set out in the tender documents.
5. The offer of the tender in the financial bid should be valid for 1095 days, from the date of opening of the Technical Bid.
6. If the tenderer has already been blacklisted by any Government/ Government Undertakings/ Co-operative societies, his tender will be rejected. In case information about such black listing comes to the knowledge of the Union after awarding of the tender, the contract will be terminated, liquidated damages levied, apart from taking penal action.

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

1. The Tenderer should not offer vehicles which are already under operation in other Dairies / any other organization. Any violation of this condition should render the tender invalid. In case such violation is noticed after awarding of tender, the contract will be terminated and liquidated damages will be levied apart from blacklisting the tenderer.
2. The Tanker weighment charges, toll charges and any other charges levied by Govt. other than penalty shall be reimbursed by the milk union subject to deposition of the original receipt.
3. Milk is a perishable commodity and handling it requires experience. Hence the Tenderers shall have minimum 1 year experience in milk tanker operation in a Government/ Government Undertakings / Cooperative dairies / any Private Dairy with total handling capacity of minimum ten thousand litres per day. The 1 year experience of the Tenderer should be in the same name and style as the bidding entity.
4. The Road Milk Tankers shall be in roadworthy condition and its age must be less than 7 years as on the date of publication of notice inviting tender. The age of the vehicle will be calculated from the date of first registration of the Road Milk Tankers.

### **Technical specification**

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

### **Terms and Conditions**

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

5. If the authorities of the Union demand any record like Log Book, Trip sheet, R.C. Book, Insurance certificate, etc., the same should be produced.

### **Finalization of Tender**

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

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

9. The successful Tenderer shall execute an agreement with the Union on a Rs.100/- valued Non-judicial Stamp Paper incorporating the terms and conditions of the contract within fifteen days from the date of issue of work order.
10. Each successful Tenderer, before execution of the agreement shall furnish a Demand Draft from a Nationalized Bank / Scheduled Bank drawn in favor of the The Bhagirathi Cooperative Milk Producers' Union Ltd. payable at Berhampore at the rate of Rs.50,000/- per 19 KL Road Milk Tankers, Rs.50,000/- per 15 KL Road Milk Tankers and Rs.50,000/- per 10 KL Road Milk Tankers, Rs.20,000/- per 7 KL Road Milk Tankers and Rs.20,000/- per 5 KL Road Milk Tankers **as Security Deposit ( interest free)** to the Union. If the successful Tenderer furnishes Demand Draft, no interest will be paid on the Security Deposit. . In default, amount will be deducted from the transport bill in two equal installments.
11. Additional security money of Rs.5000/- or actual price of GPS (interest free) also needs to be deposited against each tanker for GPS Tracker and refundable subject to return the GPS Tracker in working condition
12. The Security Deposit shall be refunded after six months of the successful completion of the contract or audit / reconciliation whichever is earlier and subject to the production of original receipt.
13. Road Milk Tankers are subject to inspection by the Union or by its authorized representative at any time maximum time allowed for producing the allotted vehicle by the successful Tenderer is 15 days from the date of receipt of Work order. If any defects are noticed at the time of production of vehicle, the same will have to be rectified by the successful Tenderer immediately.
14. If the Road Milk Tankers provided by the tenderer are in bad condition / found to be unfit for milk transportation it shall be disengaged and the tenderer shall make immediate alternative arrangement for milk transportation so as to avoid any dislocation in milk movement.
15. The successful tenderer should provide only sound vehicle for the contractual work. In case of development of sudden defect and the tenderer should get the vehicle repaired immediately.
16. In case of plying such defective vehicle the tenderer should immediately inform the Union and the tenderer will be paid hire charges less by 5% per trip till it is rectified. However such vehicle should not be used beyond 30 days. If such vehicles are used beyond 30 days, the contract of that vehicle will be terminated, forfeiting the Security Deposit and levying liquidated damages.
17. If the tenderer fails to inform the Union about the use of defective vehicle and if the Union comes to know of that, the Union shall issue notice to the contractor to rectify the defect within 7 days of receipt of notice. If the contractor fails to rectify the defects pointed out within 7 days of receipt of notice, the Union reserves the right to terminate the contract of the vehicle and levy liquidated damages.
18. In case the tenderer could not discharge his contractual obligation because of the above reason and also could not make alternative arrangement for uninterrupted work of transportation of milk, the Union would levy penalty and liquidated damages for such failure of the tenderer.

19. The tenderer shall display the following items in size specified by the Union on the tankers at their cost.
  - a. 'Bhagirathi' logo on front and back.
  - b. "On Contract with the Bhagirathi.Cooperative.Milk.Producers'.UnionLtd. Name on both sides of Tanker.
  - c. Contractor's mobile number.
20. The employees of Federation / District Co-operative Milk Producers' Union / Milk Producers' Co-operative Society / Milk Consumers Co-operative Society / Dairy Development Department or their family members cannot participate in the tender in any form.
21. Family member means, Spouse, Father, Mother, Brother, Sister, Son, Daughter, Grand Father, Grand Mother, Son in Law, Daughter in Law, Grandson and Granddaughter.

### **Insurance**

22. The tenderer shall arrange for insuring the cost of milk transported in his Road Milk Tankers (Cargo Insurance). The loss sustained to the Union on account of spoilage of milk due to delays in transportation, variance in quality / quantity of milk transported due to tampering of seal and other damages occurring to the property of the Union, milk societies etc. due to the negligence of the tenderer or his crew, will be recovered from the tenderer.
23. The Union reserves the right to allot the route to be operated from anyone of the Dairy /Chilling Centre / BMC Centre / other states as and when necessitated for uninterrupted transportation of milk. The routes and the number of BMCs attached are liable to be changed by the Managing Director / authorized officers of the Union in case of exigencies and it will be the bounden duty of the tenderer to follow the directions. In such cases, the tenderer will be paid transportation charges at the approved rate applicable for the said routes.
24. In case of transporting milk from or to other States the additional expenditure incurred by the tenderer in getting permit etc; will be reimbursed against the bills with the evidence of such expenditure obtained from the respective State Government authorities.
25. The Road Milk Tankers shall not be used for transporting any item including milk for other Unions / organizations during their return trip. If any vehicle is found indulging in these activities the contract will be terminated without giving notice.
26. The allotted Road Milk Tankers shall be used for the purpose of milk transportation of the Union only. No person other than the driver, attendant and the authorized employee of the Union shall be allowed to travel in the Road Milk Tankers within the permissible limit prescribed in the MV Act.
27. Payment for the transport bills will be paid on monthly basis. The tenderer shall submit bills within 7 days of the completion of the month. All applicable statutory deductions will be made from the bill. The payment will be made within 21-30 days from the date of receipt of the bill based on the satisfactory performance of the work.
28. The Road Milk Tankers shall be ready for operation for the entire period of contract other than for F.C. repairs for which a maximum of 30 days will be given for getting F.C. During the period of F.C. repairs the tenderer is duty bound to provide alternate tanker and to ensure that there is no interruption of the scheduled operations. During the period when the permission was availed by the tenderer to garage the Road Milk Tankers, the tenderer should ensure uninterrupted contractual operations by providing substitute Road Milk Tankers conforming to all specifications stipulated in the tender document. There should be no deficiency in service or damage on any count, because of engaging substituted vehicle. In the absence of such substituted vehicle while the contracted Road Milk Tankers is garaged, the tenderer shall pay to the Union, the loss if any suffered by the Union plus a fine of Rs. 100/- per day. The request of tenderer seeking permission to garage the Road Milk Tankers for a period up to 30 days for carrying out fitness certification job will be considered only if the requests are received at least 30 days in advance.

29. The allotted Road Milk Tankers shall not be sold / disposed off or leased out to others during the contract period. However the tenderer is permitted to sell / dispose the allotted Road Milk Tankers during the contract period after getting prior permission from the Managing Director of the Union, provided he offers an alternative Road Milk Tankers of similar capacity and age lesser than the tendered Road Milk Tankers.
30. The tenderer shall not involve in the sale of milk or milk products either directly or indirectly otherwise penalty/termination of contract shall be applicable and subsequently Security shall be forfeited.
31. The tenderer shall provide replacement of tendered Road Milk Tankers in case of accident and unforeseen circumstances. In the event of accident / breakdown en route, it is the responsibility of the successful tenderer to make alternative arrangements to decant milk from Road Milk Tankers and transport milk safely to the destination. During this process there should not be any wastage or spoilage of milk. In case of wastage / spoilage due to the above event, the loss will be recovered as assessed by the Union from the tenderer.
32. In the above events, the tenderer shall provide replacement for tendered Road Milk Tankers of same capacity. If higher capacity vehicles are provided, the rate applicable for the tendered vehicle alone will be paid.
33. "LOOSE MILK NOT TO BE SOLD" should be written on Milk Tankers.
34. Tanker should be equipped with GPS tracker and should remain "ON" during Trip.
35. Abnormal variation in quality & quantity of Milk at receiving end against each consignment are liable to be penalized to the transporters as per discretion of the Milk Union.
36. Transporter may terminate the contract by giving three (3) month prior notice to the Union. But, Milk Union may terminate the contract by giving one (1) month prior notice to the transporter. For unsatisfactory performance of the transporter Milk Union may terminate the contract at any time without assigning any reason to the transporters.
37. The successful bidder has to execute an agreement in Non-Judicial stamp paper worth Rs. 100/- the stipulated terms and conditions of this NIT.
38. The undersigned reserves the right to accept or reject any bid or to cancel the entire tender process at any point of time without assigning any reason thereof.
39. In addition to this, in case of sale enhancement of milk, the transporter will have bound to engage an extra TMT at the same rate or at the rate as decided by the Union.
40. 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.
41. If, required tenure may be extended further, subject to the satisfactory performance, depending upon mutual consent.

42. 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.
43. Valve / window 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.
44. **Liability of the contractor towards his employees.**
- a. The relationship between the Union and the tenderer is one of principal to principal and not one of principal to agent.
  - b. The tenderer is obliged to discharge the contractual obligation by engaging his own men and materials. The Union will have no connection whatsoever with the men engaged by the tenderer.
  - c. The Managing Director of the Union reserves the right to add, subtract and modify any terms and conditions of the agreement with the consent of the Contractor during the contract period.
  - d. The Union reserves right to accept or reject any or all tenders, retender or cancel the tender.
  - e. Further details pertaining to the contract can be obtained from the Union between 10.00 a.m. and 04.00 p.m. on all working days.

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

Managing Director  
The Bhagirathi Cooperative  
Milk Producers' Union Limited

Copy forwarded to:

1. MIS Officer for publication in our Official Website ([www.bhagirathimilk.com](http://www.bhagirathimilk.com) )
2. In-charge, Dairy
3. Office Notice Board

## **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.	Required Tanker Capacity (kg)	Rate per km including all expenses, except toll tax. (Rs.)
1.	Carrying Capacity 19000 $\pm$ 10% (A)	Rs...../- per km including all expenses
2.	Carrying Capacity 19000 $\pm$ 10% (B)	Rs...../- per km including all expenses
3.	Carrying Capacity 15000 $\pm$ 10% (A)	Rs...../- per km including all expenses
4.	Carrying Capacity 15000 $\pm$ 10% (B)	Rs...../- per km including all expenses
5.	Carrying Capacity 15000 $\pm$ 10% (C)	Rs...../- per km including all expenses
6.	Carrying Capacity 15000 $\pm$ 10% (D)	Rs...../- per km including all expenses
7.	Carrying Capacity 10000 $\pm$ 10% (A)	Rs...../- per km including all expenses
8.	Carrying Capacity 10000 $\pm$ 10% (B)	Rs...../- per km including all expenses
9.	Carrying Capacity 7000 $\pm$ 10% (A)	Rs...../- per km including all expenses
10.	Carrying Capacity 7000 $\pm$ 10% (B)	Rs...../- per km including all expenses
11.	Carrying Capacity 5000 $\pm$ 10% (A)	Rs...../- per km including all expenses
11.	Carrying Capacity 5000 $\pm$ 10% (B)	Rs...../- per km including all expenses

Thanking you

Signature with seal of the bidder

Full Name of the Bidder