

Bhagirathi

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

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/E&T/TRANSPORT/4324

Date: 25.01.2020

The Bhagirathi Cooperative Milk Producers' Union Limited invites tender in **two bid** systems for entering into rate contract for hiring open vehicles of various capacities per km basis including fuel, lubricant, along with driver, helper and maintenance cost etc., for procurement and transportation of Milk, Milk Cans, Cattle Feeds, Milk Stationing and Testing Equipments and Milk Products for a period of **1 year (April' 2020 to March' 2021)**.

IMPORTANT DATE AND TIME SCHEDULE

| Sl. No. | Particulars | Date & Time |
|---------|------------------------------|-----------------------|
| 1 | Date of Inviting NIT | 25.01.2020 |
| 2 | Tender Submission Start Date | 25.01.2020 |
| 3 | Tender Submission End Date | 13.02.2020 By 5:00 PM |
| 4 | Bid Opening Date | 14.02.2020 |

The details of work are given below:

| Nature of Work | Service. | | | | | | |
|--|--|-------------------------------|---------------------------------|-------------------------------|---|-------------------|-------|
| Scope of Work | Rate contract for hiring open vehicles of various capacities per km basis, including fuel, lubricant, along with driver, helper and maintenance cost etc. , for procurement and transportation of Milk, Milk Cans, Cattle Feeds, Milk Stationing and Testing Equipments and Milk Products for a period of 1 year within West Bengal | | | | | | |
| Load Capacity & Mileage details | <table border="1"><thead><tr><th>SL</th><th>Load milk Can Carrying Capacity</th><th>Mileage of vehicles per liter</th></tr></thead><tbody><tr><td>1</td><td>50 to 70 Milk can</td><td>10 km</td></tr></tbody></table> <p>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.</p> | SL | Load milk Can Carrying Capacity | Mileage of vehicles per liter | 1 | 50 to 70 Milk can | 10 km |
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| 1 | 50 to 70 Milk can | 10 km | | | | | |
| Area of Operation | Within Murshidabad or any other place as decided by the Milk Union | | | | | | |
| Estimated Cost of Work | Bidder should quote the rate of vehicle per km basis including fuel, lubricant, along with driver, helper and maintenance cost etc, for 1 (one) year to be offered by the bidder | | | | | | |
| Contract Period | 1 year | | | | | | |
| Bid Inviting Authority | The Managing Director of The Bhagirathi Cooperative Milk Producers' Union Limited | | | | | | |
| Security Deposit | <ul style="list-style-type: none">• Rs.20, 000/- (Interest free).• Additional security deposit of Rs.5000/- (interest free) will have to be deposited against supply of GPS Tracker by the Bhagirathi Milk Union. The amount will be refunded once the contract is over, subject to return of GPS Tracker in working condition. | | | | | | |
| Eligibility Criteria | Credentials: Experience: Preference will be given to bidder having experience in transportation of milk for any organization for a minimum period of 1 year. | | | | | | |
| Statutory & Non Statutory Documents | a) Photocopy of: (1) Registration Certificate book (2) Fitness Certificate (3) Insurance Certificate (4) Authorization letter (in case of hired the vehicle) (5) Road Tax Clearance Certificate (6) Identity proof (PAN Card, Bank Pass Book/Aadhar card/Election Commission's ID card/Driving License/Passport) b) To prove his past experience, photo copies of the experience /Work Orders/Payment certificate may be submitted. | | | | | | |

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|-------------------------------|--|
| Bid Document | The bid document is available in the Official Website of The Bhagirathi Milk Union www.bhagirathimilk.com |
| Financial Bid | <ul style="list-style-type: none"> • The financial bid documents of the technically qualified bidders will only be opened. • Rate shall be quoted in the financial bid. • The rate should be quoted by the tenderer inclusive of all (Fuel, Lubricant, driver, helper and maintenance cost etc.), per km basis. • Rate (quoted by transporter per km basis), will be variable proportionately on monthly basis, against the increase or decrease average monthly rate of the fuel price. • Taxes will be deducted from the transport bill, as per Govt. norms. • Toll tax and other levies will be paid by milk union, on actual basis, against submission of receipt. |
| Award of Contract | The bidder selected after evaluation of financial bid by the Tender Committee will be given Award of Contract, subject to fulfillment of Terms and Conditions provided in the Tender. |
| Validity of Bid | 365 days after opening of Tender or any periods as fixed by the Authority |
| Important Instructions | <p>Technical bid shall be submitted in a separate sealed cover. Similarly, Financial bid also will be submitted in a separate sealed cover. Both the covers of Technical and financial bid shall be kept in a larger sealed cover written on top of it as “Bid for Open Vehicle”.</p> <p>This sealed cover will be dropped in a drop box kept at the head office of The Bhagirathi Cooperative Milk Producers Union Limited at Berhampur, Murshidabad within stipulated time and date.</p> <p>Address: The Managing Director, The Bhagirathi Co-op. Milk Producers’ Union Ltd. Feeder Dairy, P.O-Baharampur, Dist.-Murshidabad, West Bengal, PIN -742101.</p> |

GENERAL TERMS AND CONDITIONS

1. The rate shall be quoted for a single vehicle inclusive of all (Fuel, Lubricant, driver, helper and maintenance cost etc.), per km basis.
2. Toll taxes and levies will be borne by the Milk Union against submission of original receipt.
3. The Bhagirathi Co-operative Milk Producers’ Union Limited 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.
4. The proposed vehicle which will be provided for transportation must be in good condition. Preference will be given to new vehicle not more than 3 years old. Route/ Operation area of the transporter may change during service periods as per requirement of the Milk Union.
5. The transporters or his representative (Driver / Helper) shall be responsible for collecting cheques/drafts/letters/ 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.
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 and liquidated damages also levied, apart from taking penal action.

7. BCMPUL reserves the right to accept or reject any or all tender wholly / partly without assigning any reason thereof.
8. Successful bidder has to provide Vehicle within 30 days of acceptance of Work Order. Failure to engage vehicle within this stipulated time period shall lead to termination of contract.
9. Bhagirathi Milk Union reserves the right to reject any bid of transporter whose reputation was bad or not satisfactory once with the 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, Lid, Milk Testing Equipments along with other material, documents etc to the said Dairy Cooperative Society / distributor etc. The contract will be valid from April' 2020 to March' 2021 and the Transporter shall be liable to provide the service for the stipulated time period. If required, tenure may be extended further for a period of (3) three months.
2. At the time of milk collection, the transporter should record the number / quantity of filled milk cans at 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 vehicle, including fuel, lubricant, toll tax, levies, maintenance cost etc. along with driver and helper 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. In case of abrupt change in the fuel price the rate escalation or de-escalation may be done by the management at its sole discretion issuing an order and no claim in this regard shall be entertained.
4. That the transporter shall carry the Milk, Milk Cans, Cattle Feed, Milk Testing Equipment, letters, and documents of the Bhagirathi Milk Union, according to the scheduled Time Table from pickup point to deliver point i.e. to the proper address/consignee/ addressee/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 as per prescribed 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 Feed, Milk Testing Equipment, Letters and Documents are to be transported by milk vehicles to the milk union. The transporter of the Milk vehicle will be liable to maintain the record. If the transporter fails to fulfill the aforesaid responsibilities due to any reason, which causes any economic loss which is detrimental to the reputation of Milk Union then the transporter will be compelled to compensate the penalty 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 the unavoidable circumstances the Milk Union is compelled to stop the milk collection at any Milk Route at any shift. Bhagirathi Milk Union shall not be liable to pay the compensation. The Transporter shall have to abide by such order. Bhagirathi 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 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 an amount 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 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 milk Union. In such event, Bhagirathi Milk Union has reserves the right to impose penalty an amount 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 p/km will be prevail.
12. The transporter has to submit the transport bill in (triplicate) within 7th day of the month and accordingly bill shall be paid within 21^{to} 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. 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 and 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 apart from route fixed to him / her, according to the time table relating to that particular Route. He/she also responsible to deliver such items to the reception point.
15. Without prior permission of Milk Union, the transporter shall have no right to park the Milk carrying vehicle at Union premises. Penalty shall be imposed for using water without prior approval of the concerned official / competent authority.
16. The timetable for milk collection shall be fixed by Bhagirathi Milk Union .The Transporter shall have to follow the scheduled timetable for collecting filled or empty Cans, Milk & milk Product 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 deducting of the said amount from security amount or bill 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, Insurance, Driving License etc. as and when required and also renewed before its expiry, without fail.

- 19.**After settlement of tender if the Transporter is unable to supply the vehicle and the Transporter will be declared unfit to participating in tendering process of the Milk Union for next two years.
- 20.**If any kind of doubt / dispute 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. For any legal issue, Jurisdiction must be Murshidabad.
- 21.**The Bhagirathi Milk Union shall debar the transporter and its staff if found involved in activities like theft. Fraud, Dishonesty, Bad behavior with Union representative and unholy tie-up with any person. Suitable measures shall also be taken in accordance to law.
- 22.**The transporter shall 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 contractor.
- 24.**The Vehicle must be insured according to Insurance Act.
- 25.**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.
- 26.**Force Majeure: For any unforeseeable circumstances like strike, lock out, Closes, 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 transporter or no penal action 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 and security deposit shall be forfeited. 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 filled Milk 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 damaged caused to the Milk Can / Lid, any pilferage, theft during the process of transportation shall be recovered from the Transporter with penalty.
33. Either party may terminate the contract by giving three month notice in advance. 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.
34. The Transporter has to pay Security Deposit of Rs.20000/- (refundable & interest free) for each vehicle. An additional Security Deposit of Rs.5000/- has also to be deposited for Supply of GPS Tracker and refundable subject to return of GPS Tracker in working Condition after execution of the contract. In default, Security Deposit shall be deducted from the transport bill. GPS Tracker must be active during the trip.
35. Rate quoted by transporter per km basis shall be variable proportionately on monthly basis, against the increase or decrease average monthly fuel rate.
36. Vehicle shall play in both morning shift & evening shift (details are enclosed in financial bid format). Toll tax and other levies will be paid by milk union, on actual basis, against submission of original receipt.

Precautions:

1. The tenderer must satisfy himself / herself thoroughly about the geographical area to be covered, nature of work, local conditions and the requirement of the Union, before submitting his/her 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.
4. On selection, the Contractor has to execute an agreement on a Non-Judicial Stamp Paper worth Rs.100 the general terms and condition & other terms and conditions mentioned in 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 Ltd.

Copy forwarded to:

1. Office Notice Board
2. Official Website (www.bhagirathimilk.com)
3. Tender Notice File.
4. In Charge (P & I)

DRAFT AGREEMENT

THIS AGREEMENT is made onday of January' 2020.

BETWEEN:-

1. *Managing Director, The Bhagirathi Co-operative Milk Producers' Union Ltd*, having its registered office at Panchantala, Berhampore, Murshidabad, West Bengal, 742101. (Hereinafter referred "FIRST PART")

AND

2. (hereinafter referred as Transporter "SECOND PART"), having permanent address at (which expression shall mean and includes, unless it be repugnant to the subject or context thereof, include its assignees, nominees, successors-in-interest and administrator).

WHEREAS:-

That the Milk Union is interested to hire transport vehicle per km basis (including Fuel, lubricant, driver, helper and maintenance cost etc.) 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.

That the Transporter has agreed to provide and operate his vehicle having carrying capacity of liters of milk with equivalent tonos of milk load Cans (each Can carrying 40 liters 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 point of milk and milk products, produced and marketed by the Milk union in the same route/ operational areas.

That the route details is....., No....., per kilometer rate is Rupees(Rupees.....only), including Fuel, lubricant, levies along with driver, helper and maintenance cost etc. under the following terms and conditions mentioned hereinafter.

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:

OTHER TERMS ANDCONDITIONS

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FINANCIAL BID

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

| Sl No . | Route No | Distance (In KM.) | Can Capacity | Route Details | Rs. Per km basis (including all expenses i.e. Fuel, lubricant, Maintenance cost etc. along with driver and helper). |
|----------------|-----------------|--------------------------|---------------------|--|--|
| 1. | 1C | 56 Km | 50+10% | Jagonnathpur (Hariharpara) to Khorargachtala (Beldanga) | |
| 2. | 1D | 86 Km | 50+10% | Lochanmati (Hariharpara) to Hariharpara via Swaruppur | |
| 3. | 2D | 60 Km | 60+10% | Romipur, Raninagar- 1 to Goas Bazar Raninagar -1 | |
| 9. | 6C | 70 Km | 60+10% | Haripur Battala (Khargram) to Kandi Chilling plant, via- Vandara | |

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

Thanking you,

Signature of the bidder
[Name in Capital Letter]