



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

BU/E&T/P&IVEHICLE/4744

Dated: 07.03.2020

NOTICE INVITING E-TENDER

The Bhagirathi Cooperative Milk Producers' Union Limited (BCMPUL) invites **E 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, for procurement and transportation of Milk, Milk Cans, Cattle Feed, Milk Stationing and Testing Equipment and Milk Products for a period of 2 years (April 2020- March 2022) within West Bengal.

IMPORTANT DATE AND TIME SCHEDULE

Sl. No.	Particulars	Date & Time
1	Date of uploading (Publishing)of N.I.T. Documents (Online)	07.03.2020 at 1500 hrs
2	Documents download start date (Online)	07.03.2020 at 1500 hrs
3	Technical Bid proposal submission start date (Online)	07.03.2020 at 1500 hrs
4	Bid Submission end date (Online)	21.03.2020 at 1500 hrs
5	Technical bid opening date	23.03.2020 at 1500 hrs
6	Pre bid Meeting (The Office of The Bhagirathi Milk Union)	11.03.2020 at 1100 hrs
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 open vehicles of various capacities per km basis, including fuel, lubricant, toll tax & levies, along with driver, helper and maintenance cost etc. , for procurement and transportation of Milk, Milk Cans, Cattle Feed, Milk Stationing and Testing Equipment and Milk Products for a period of 2 years 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>150 to 170 Milk Can</td><td>7 km</td></tr><tr><td>2</td><td>80 to 100 Milk Can</td><td>8 km</td></tr><tr><td>3</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	150 to 170 Milk Can	7 km	2	80 to 100 Milk Can	8 km	3	50 to 70 Milk Can	10 km
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Area of operation	Within West Bengal.												
Contract Period	2 years												
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, etc. No additional cost shall be paid by the Milk Union. For any taxes like toll or any other taxes levied by Govt. shall be reimbursed to the transporter by the Milk Union on actual basis subject to submission of original bill/online statement.												

Security Deposit	<ul style="list-style-type: none"> Rs. 20,000/- against each vehicle in favour of The Bhagirathi Cooperative Milk Producers' Union Limited payable at Berhampore in demand draft or may be deducted from the bill of the transporter in two installments.
Eligibility Criteria	<p>Credentials:</p> <ol style="list-style-type: none"> Experience: Minimum 1 year experience within the last five years in Milk carrying operation in any dairy. The one year's experience of the tenderer should be in the same name and style as the bidding entity. The one years' experience of the tenderer should be in the same name and style as the bidding entity. Experience certificate from competent authority supporting the claim must be uploaded in the Technical Bid Folder. Vehicle Number: Rate should be quoted for Commercial Vehicles only per km basis inclusive of all.
Statutory & Non Statutory Documents	<ol style="list-style-type: none"> GST Registration Certificate PAN Card RC Book Fitness Certificate of the Vehicle Insurance Certificate Permit for Milk Transportation Road Tax Certificate Documents supporting Identity and Address. Experience Certificate of Milk Transportation. Route for which bid is applied for. All these documents are mandatory. Failure to upload the documents will result in disqualification during technical bid. Fitness Certificate is not required for brand new vehicle.
Earnest Money Deposit (EMD)	<p>The EMD amounting to Rs. 10,000/- against each vehicle should be deposited online through Net Banking, NEFT / RTGS in favour of The Bhagirathi Cooperative Milk Producers' Union Limited payable at Berhampore. EMD shall not carry interest. EMD shall be released after submission of Security Deposit</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 Bank Payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction. Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction. Bidder will receive a confirmation message regarding success/failure of the transaction. 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.

4. 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 ake 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.
5. Hereafter, the bidder will go to e-Procurement portal for submission of his bid.
6. But if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

B. Refund/Settlement Process:

i. 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 Quotation 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.

ii. 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 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 bid is uploaded to the e-Procurement portal by the Tender inviting authority.

iii. 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 Quotation inviting authority.

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

a) EMD of the L1 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 L1 bidder.

	<p>b) EMD of the L1 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 L1 bidder.</p> <p>v. 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>vi. 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>vii. Once the EMD of the L1 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 the State PSU/Autonomous Body/Local Body/PRI, etc. tenders.</p> <p>viii. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD & Tender Fees (if any) were initiated.</p>
Bid Document	The bid document is available in the E-Tendering Portal of Govt. of West Bengal https://wbtenders.gov.in .
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</p> <p>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).</p> <p>Single rate per kilometer shall be quoted in the specified space of the BOQ given under financial bid.</p> <p>The rate quoted by the tenderer shall be inclusive of all elements of taxes and duties, demands, etc. The tenderer shall include income tax, GST etc as applicable, octopi if any and all other charges if applicable while quoting the rate.</p> <p>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	730 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: 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 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:</p> <p>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> <p>i. Registration of Transporter: Agencies/Bidders 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</p> <p>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.</p> <p>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.</p> <p>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).</p>
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 e-Tender.
Publication of Tender	<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. The rate shall be quoted for a single vehicle inclusive of fuel, lubricants, driver, helper, maintenance cost etc.
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 Ltd. will not accept any variation in conditions stipulated in the tender. Any suggestion in the tender, for any modification of the conditions of tender will not be entertained and also the conditional offer in tender will not accepted and treated as invalid tender.
4. The proposed vehicle which will be provided for transportation must be in good condition. Preference will be given to new vehicles not more than 3 years old. Route / Operation area of the transporter may change during service periods as per requirement of the Milk Union.

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 the contract.
9. The Milk Union reserves the right to reject any bid of any transporter with an ill reputation with The Bhagirathi Milk Union.

OTHER TERMS AND CONDITIONS

1. The transporter shall be liable to collect, carry and hand over the Milk Products, Milk Crate, Milk Cans, Milk Testing Equipments along with others material, documents etc to the said Dairy Cooperative Society /distributor etc .The contract will be valid from April' 2020 to March' 2022 and The Transporter shall be liable to provide the service for the stipulated time period.
2. At the time of milk collection, the transporter should record the number / quantity of filled milk cans at the Milk Union in the prescribed / supplied format and it will be submitted to the Union office in time. The transporter should also deliver the report (Truck Sheet) of received milk from Dairy Cooperative Societies.
3. During the contract period, no escalation of rate for 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 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. The Transporter shall carry the Milk, Milk Cans, Cattle Feed, Milk Testing Equipments, Letters, and Documents of the Bhagirathi Milk Union, according to the schedule Time Table from pickup point to deliver point i.e. to the proper address/consignee/ addressee/Milk Union or any other place as per written instructions. If necessary the Transporter shall carry the Milk or Milk Product from Dairy to Distributor/Society as per instruction of Milk Union as per prescribe Route & prescribed time. If the Transporter is unable to perform so, penalty will be imposed as decided by the Milk Union against each failure.
5. As per instructions Milk, Milk Cans, Cattle Feeds, Milk Testing Equipment, Letters and Documents are to be transported by milk vehicles to the Milk Union. The transporter of the Milk vehicle will be liable to maintain the record. If the transporter fails to fulfill the aforesaid responsibilities due to any reason, which causes any economic loss which is detrimental to the reputation of Milk Union then the transporter will be compelled to

compensate the penalty an amount as decided by the Milk Union against each fault and that will be deducted from the monthly bill of the transporter.

6. If for any unavoidable circumstances the Milk Union is compelled to stop the milk collection at any Milk Route at any shift. The Bhagirathi Milk Union shall not be liable to pay the compensation. The Transporter shall have to abide by such order. The Milk Union shall inform occurrence of such situation well ahead in advance.
7. The Transporter will be fully responsible for Milk Transportation. The Transporter shall also arrange for immediate replacement of the vehicle in the event of accident /break down of the vehicle deployed by him and intimating both orally and writing to officials of E&T Department of The Bhagirathi Milk Union and ensure that the service is not affected due to such accident / breakdown. If the Transporter is unable to replace the vehicles in the above situation, penalty will be imposed as decided by the Milk Union against each fault and the amount shall be deducted from the monthly bill of the transporter.
8. That the Transporter will have to affix this permanently by red colour **“ON EMERGENCY MILK DUTY”** **BHAGIRATHI MILK UNION** Name & Logo on the body of vehicle.
9. The Bhagirathi Milk Union shall have absolute right to check the vehicle at any time through its designated officials. In an unfortunate case of accident of the vehicle, liability will be activated according to the law of Motor vehicle Act.
10. The Transporter shall not use his vehicle for any other activities, like transportation of other products /materials, other than the products / materials that specified by the Milk Union. In such event, Bhagirathi Milk Union reserves the right to impose penalty to the quantum as decided by the Milk Union.
11. That the Bhagirathi Milk Union reserves right to increase or decrease the number of societies and distance of the Milk Route. In that case, same rate per km will be prevail.
12. The transporter has to submit the transport bill in (triplicate) within 7th day of the month. Accordingly bill shall be paid within next 21-30 days of the submission of bill. In case of failure to submit the bill within 7th day of succeeding month, the Union shall not be responsible for any delay in paying monthly bill. Income Tax will be deducted as per Govt. Norms.
13. That the Bhagirathi Milk Union shall debar the transporter or its staff / helper on account of negligence / nuisance during transportation of milk. If it is found to involve in the activities like Theft, Fraud, Dishonesty, Gross negligence, misconduct etc. severe penalty shall be imposed which may further lead to termination of contract and forfeiture of Security Deposit. The Transporter shall be further blacklisted for 3 years.
14. The Bhagirathi Milk Union shall reserves the right to instruct the transporter to collect the Milk , Milk Cans and other materials in another route rather than the route fixed to him/her according to the time table relating to that particular Route. He/she shall also be responsible to deliver such items to the reception point.
15. Without prior permission of the Milk Union, the transporter shall have no right to park the Milk carrying vehicle at the Union premises. Penalty shall be imposed for using water without prior approval of concerned official/competent authority.
16. The time table for milk collection shall be fixed by the Bhagirathi Milk Union .The Transporter shall have to follow the scheduled timetable for collecting filled or empty Cans, Milk & Milk Products from receiving / end point.

17. If for any reason the transporter does not agree to move the vehicle as a result of which the Milk Union incurs loss, the loss shall be recovered from the transporter by deduction of the said amount from security deposit or bills and penal action shall be taken for breach of contract.
18. The Transporter shall be liable to submit time to time up-to-date copies of all statutory documents i.e. Vehicle Registration Certificate/Card, Tax Receipt, Vehicle Fitness Certificate, Road Permit, and Insurance, Driving License etc. as and when required and also renew before its expiry, without fail.
19. After settlement of the tender if the Transporter is unable to supply the vehicle and the Transporter will be declared unfit to participating in tendering process of the Milk Union for next two years. Subsequently the EMD shall be forfeited and no claim in this regard shall be entertained.
20. If any kind of doubt arises regarding the contract or its briefing, both parties can appeal to the arbitrator. In this case the arbitrator will be the Chairman / Special Officer of the Milk Union or any representative nominated by them.
21. The Bhagirathi Milk Union shall debar the transporter and its staff if found involved in activities like Theft, Fraud, Dishonesty, Bad Behavior with the Union representative and unholy tie-up with any person. Suitable measures will be also being taken in accordance to law.
22. The transporter will be liable to follow the instructions provided by the Milk Union from time to time.
23. At the time of transporting full or empty Cans and Society/Milk Union related materials the transporter shall not be allowed to transport any other materials. If the Transporter is found to involve in such activities, penalty shall be imposed to the transporter.
24. The Vehicle must be insured according to Insurance Act.
25. Without permission of the Milk Union the contractor shall not be allowed to change the type of vehicle other than the one specified in the contract. Sub-contracting will not be allowed.
26. Force Majeure: For any unforeseeable circumstances like Strike, Lock Out, Closser, Flood, Natural Calamities etc for which the Milk Union is compelled to stop Milk Collection or the transporter is unable to ply his/her vehicle it shall be termed as force Majeure and no claim by the transporter or no penal action shall be taken the Milk Union in this regard.
27. This is fully commercial contract and not the contract of appointment. There is no relation of Staff and Employer within Union and Contractor. All the statutory liabilities shall be implemented time to time. The Transporter shall be compelled to abide by all the conditions.
28. The Transporter shall have to cover the Milk Cans by Jute Sack during the summer season if necessary as and when so decided by the Milk Union to be intimated in advance. The cost shall be borne by the Transporter.
29. If the service of the transporter found unsatisfactory and violating any of the terms and conditions of the agreement, the Milk Union reserves the right to terminate his/her contract any time without assigning any reason whatsoever. Due to any other reason i.e. if the service of the transporter is no more required, then Bhagirathi Milk Union will not be liable to pay any kind of compensation / demurrage to the Transporter for the respective day or for the stipulated time period or rest periods.

30. The vehicle used by the transporter to transport milk, milk can, cattle feed and milk products should comply with the Motor Vehicle act. In case of any kind of fine will be levied by the Govt. on the Transport vehicle, that amount shall be borne by the transporter.
31. No loading or unloading charges will be paid to the transporter. In addition to this in case of Procurement enhancement, the transporter will have to engage an extra vehicle for which payment shall be made at the same rate or the rate decided by the Union.
32. The transporter shall collect the Milk filled cans from Dairy Cooperative Society level and after unloading the milk filled cans it shall return to the Dairy Cooperative Society in schedule time. Any loss or damage caused to the can any pilferage, theft during the process of transportation shall be recovered from the Transporter with penalty.
33. If the service of the transporter is not found satisfactory or it is adverse to the interest of the Milk, then the Bhagirathi Milk Union may terminate the contract at any point of time, on termination of contract, the Security Deposit will be forfeited.
34. The transporter has to pay a refundable additional security deposit of Rs. 5,000/- either in demand draft (payable to The Bhagirathi Cooperative Milk Producers' Union Limited payable at Berhampore) or may be deducted from the bill for supply and installation of GPS tracker to the vehicles by the Milk Union. GPS tracker must be active during the trip. The additional Security Deposit shall be refunded to the transporters if the GPS trackers are returned to Milk Union in good working condition after execution of contract.
35. The transporter has to notify the Milk Union is 3 months well in advance if he/she wants to withdraw the vehicle. Failure to do so shall be liable to forfeiture of Security Deposit.
36. Vehicle shall ply in both morning and evening shift and the approximate total distance covered daily is mentioned in the BOQ.

Precautions:

1. The tenderer must satisfy himself thoroughly about the geographical area to be covered, nature of work, local conditions and the requirement of the Union, before submitting his tender.
2. The person signing the tender should be the Proprietor / Partner / Managing Director or any other person duly authorized to sign the tender document. In the latter case, valid authorization letter should be attached.
3. The tenderer should read every page and understand the implications fully and offer the tender only if he could discharge the obligations set out in the tender documents.

On selection, the Contractor has to execute and agreement on a Non-Judicial Stamp Paper worth Rs.100 the general terms and conditions and other terms and conditions of the NIT.

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

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

Copy forwarded to:

1. E-Tender Portal Govt. of West Bengal (<https://wbtenders.gov.in>)
2. Office Notice Board
3. Official Website (www.bhagirathimilk.com)