



**BHAGIRATHI**  
**ভাগীরথী**

**The Bhagirathi Co-op. Milk Producers' Union Ltd.**

Feeder Dairy: P.O-Baharampur: PIN -742101: Dist.- Murshidabad

☎ (03482) 250898, 260534 & FAX: 03482 – 251978  
e-mail: [bhagirathi6@rediffmail.com](mailto:bhagirathi6@rediffmail.com); Website: [www.bhagirathimilk.com](http://www.bhagirathimilk.com)

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&A/TRANSPORT/2628

Date: 08.11.2018

The Bhagirathi Cooperative Milk Producers' Union Limited invites tender in **two bid** system for entering into rate contract for hiring Refrigerated Insulated Covered van of capacity **500 Crates (+10% Crate)** per km basis along with driver and helper for transportation of Milk and Milk Products for a period of 1 year.

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

Sl. No.	Particulars	Date & Time
1	<b>Tender Publication Date</b>	08.11.2018
2	Tender Submission Start Date	08.11.2018
3	Tender Submission End Date	20.11.2018 till 1500 hrs
4	Bid Opening Date (to be opened in presence of willing bidders)	21.11.2018 at 1200 hrs

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

<b>Nature of Work</b>	Service
<b>Scope of Work</b>	Rate contract for hiring Refrigerated Insulated Covered van of capacity <b>500 Crates (+10% Crate)</b> per km basis along with driver and helper for transportation of Milk and Milk Products for a period of 1 year.
<b>Area of Operation</b>	Siliguri, North Bengal
<b>Estimated Cost of Work</b>	Rate per km inclusive of all taxes along with driver and helper for a year to be offered by the bidder
<b>Contract Period</b>	1 year
<b>Bid Inviting Authority</b>	The Managing Director of The Bhagirathi Cooperative Milk Producers' Union Limited
<b>Security Deposit</b>	Rs.30,000/-
<b>Eligibility Criteria</b>	<b>Credentials:</b> <b>Experience Preference</b> will be given to bidders having experience in transporting milk and milk products for any esteemed organization for a minimum period of 1 year.
<b>Statutory &amp; Non Statutory Documents</b>	a) Photocopy of: (1) Registration Certificate book (2) Fitness Certificate (3) Insurance Certificate (4) Authorization letter (in case of hired vehicle) (5) Road Tax (6) Identity proof (Ration card/Aadhar card/Election Commission's ID card/Driving License/Passport) b) <b>To prove his past experience, photo copies of the experience /Work Orders/Payment certificate may be submitted</b>

<b>Bid Document</b>	The bid document is available in the official Website of The Bhagirathi Milk Union <a href="http://www.bhagirathimilk.com">www.bhagirathimilk.com</a>
<b>Financial Bid</b>	<p>The financial bid documents of the technically qualified bidders will only be opened.</p> <p><b>Rate shall be quoted in the Financial bid</b></p> <p>The rate quoted by the tenderer shall be inclusive of all taxes and levies <b>including driver and helper per km basis only.</b></p>
<b>Award of Contract</b>	The bidder selected after <b>evaluation of financial bid by the tender committee will be given Award of Contract</b> , subject to fulfillment of Terms and Conditions provided in the tender.
<b>Validity of Bid</b>	90 days after opening of Tender
<b>Important Instructions</b>	<p><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 covers of Technical and financial bid shall be kept in a larger sealed cover written on top of it as "Bid for Insulated/Insulated Refrigerated Covered vans".</b></p> <p><b>This sealed cover will be dropped in a drop box kept at the office of the Bhagirathi Cooperative Milk Producers Union Limited office at Berhampur, Murshidabad within stipulated time and date.</b></p> <p><b>Address: The Managing Director, Bhagirathi Co-op. Milk Producers' Union Ltd. Feeder Dairy: P.O-Baharampur: PIN - 742101: Dist.-Murshidabad</b></p> <p>Taxes will be deducted as per Govt. norms</p>

## **GENERAL TERMS AND CONDITIONS**

1. Toll tax and other taxes and levies will be reimbursed by the Milk Union on actual basis subject to submission of bill. The Milk Union may also issue card for Milk Transport vehicles for remission in toll taxes.
2. 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 invalid.
3. The proposed vehicle which will be provided for transportation of milk and milk products should be in good condition. **Preference will be given to new vehicles.**
4. The transport vehicle staff shall also be responsible for collecting **cheques/drafts/letters/** and other related materials from **distributors** and submitting it to the **In-Charge/Route In-Charge of the concern section.**
5. The insulated / refrigerated vehicle **for Marketing** should be insulated with at least two inches of thermocol and at least three inches of thermocol for refrigerated vehicles from all

sides except floor which should be made of wood (two inches thickness).The vehicle should be leak-proof so that the temperature is maintained. For any damage to the vehicle or repairing charges are to be borne by the transporter

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.
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 1 month or within the admissible time as decided by the management of Milk Union.
9. The list of vehicles and the operational routes along with time table is attached in **Annexure A.**

**Precautions:**

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

On selection, the Contractor has to execute and agreement on a Non-Judicial Stamp Paper worth Rs.100. The terms and conditions of the agreement may be read as follows.

**DRAFT AGREEMENT**

**THIS AGREEMENT is made on this day of .....** at Baharampur between(1) **“The Bhagirathi Co-operative Milk Producers’ Union Ltd”**, having its registered office at Baharampur in the state of West Bengal.

AND

(2) .....**(hereinafter)** Referred as the Transporter having permanent address at .....**(which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns).**

**AND WHEREAS,** The Milk Union is interested to hire **Refrigerated Insulated Covered van of capacity 500 Crates (+10% Crate)** per km basis along with driver and helper for transportation

of Milk and Milk Products for a period of 1 year from its Feeder Dairy / operational areas to its agents, wholesalers and other agencies.

**AND WHEREAS,** The Transporter has agreed to provide and operate his insulated/ refrigerated vehicle having **carrying capacity of .... ..ltrs. of milk with equivalent no of crates** 10 liters. of milk & weight of one crate is approximately 1.2 Kg and one Paneer Box equivalent to 4 no of crates) for transportation and distribution of milk and other products produced and marketed by the Milk union in Route Named .....**in consideration of per kilometer rate of Rupees .....(Rupees.....only)** per under the terms and conditions mentioned hereinafter.

**NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:**

**Terms and Conditions:**

1. The Transporter (transporter for the mentioned route) will be liable to carry out and hand over the milk and milk products to the said distributor/retailer (according to challan). The contract will be valid for 1 year from the date of acceptance of the Work Order and the Transporter will be liable for providing the service for the stipulated time period.
2. 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 (Bhagirathi Milk Union) may terminate the contract at any point of time.
3. 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 insulated/refrigerated cover vans to the distributor/retailer lying in the concerned route. Accordingly the transporter has to return the empty crates, boxes, drafts, received copy of challan and other documents 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.
4. As per the instruction of the Milk Union, the transporter has to maintain a proper record regarding the list of items returned by the distributors/retailers. The transporter will be responsible for any damage of consignment or return 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 will be final and binding on the transporter.
5. If the Bhagirathi Milk Union has to stop the supply of the milk and milk products of 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 their decision to the transporter well in advance.

6. If the engaged vehicle of the transporter is unable to supply milk and milk products due to 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. The corresponding amount will be deducted from the bill of the transporter.
7. As transportation of milk and milk products belong to emergency service, the transporter will have to affix a board written "ON EMERGENCY DUTY BHAGIRATHI MILK UNION" on the vehicle, such that it draws the attention of everyone and the transport service does not get interrupted.
8. The transporter shall have to maintain one reserved space in the transporting vehicle for one of the official of the Milk Union and in case of any accident, the rules of Motor Vehicles (MV) act will be followed.
9. 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, Milk Union will not be responsible morally/legally regarding the aforesaid matters.
10. The transporter shall have to deposit a (refundable) security deposit amounting to Rs.30,000/- in favour of the Managing Director of The Bhagirathi Cooperative Milk Producers' Union Limited in demand Draft of any Nationalized bank at the time of acceptance of the Work Order.
11. 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. In case of increase in/decrease in the number of distributor/retailer, the Milk Union the additional hike/escalation in cost will be borne by the Milk Union.
12. The transporter has to submit the transport bill (triplicate) within 7<sup>th</sup> day of every month. On this basis the bill amount will be paid within 10 days of the submission of bill. In case of failure to submit the bill within 7<sup>th</sup> day of succeeding month the Union will not be responsible for any delay in paying monthly bill. Income tax rules will be imposed accordingly.
13. The transporter will be fully responsible for any demurrage of milk and milk products for any negligence from the end of the transporter or his/her staff. The demurrage amount will be decided by the Bhagirathi Milk Union and it will be deducted from the monthly bill of the transporter.
14. 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 type of vehicle will be considered.
15. 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 Bhagirathi Union and the transporter is bound to follow the time table.

- 16.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, 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.
- 17.The transporter will be liable to submit 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.
- 18.After accepting the contract, if the transporter fails to engage the vehicle according to the work order, his/her security deposit will be forfeited and he/she will not be able to participate in any kind of tender in the BHAGIRATHI Milk Union for two years.
- 19.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 will be forfeited and a suitable penalty will be imposed.
- 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 Chairman / Special Officer of the Milk Union or any representative nominated by them.
- 21.If it is found that any staff of the transporter is engaged in any kind of illegal activities then legal action will be taken accordingly and if any staff of the transporter misbehaves with any officials of the union, then the particular staff will have to be dismissed immediately.
- 22.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 each time.
- 23.The Transporter cannot engage the non-insulated vehicle for milk and milk products without the prior permission of the Milk Union.
- 24.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 get interrupted, the Union will not be liable to compensate any demurrage to the transporter.
- 25.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.
- 26.If the service of the transporter is found not satisfactory and violating any of the terms and conditions the Milk Union reserves the right to terminate his/her contract 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.
- 27.The vehicle used by the transporter to transport milk and milk products should comply with the MV act. In case of any kind of fine the amount shall be borne by the transporter.
- 28.No loading or unloading charges will be paid to the transporter. In addition to this in case of sale enhancement, the transporter will have to engage an extra vehicle at the same rate or the rate decided by the Union.

29. The transporter has to carry advertisement of Bhagirathi milk and milk products around the transporting vehicle provided by Milk Union.
30. Except the condition No 26, either party can terminate the contract with a notice period of three months.
31. The transporter have to maintain below 5 degree temperature during the transit period of milk and milk products. Transit Insurance shall be borne by the Milk Union.
32. Transporter must have to engage 1 helper along with driver for the engaged vehicle. Bhagirathi Milk Union will not be responsible for compliance of any kind of legal, statutory obligations for the staffs engaged by the transporter.
33. The transporter shall return duly filled in the challan along with all returnable container (like crates, cans etc) in good condition to the designated official of the Dairy. Any loose or damaged caused to the containers, any pilferage, theft it is during the process of transportation 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 packing materials along with fine as decided by the Milk Union.

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

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



## FINANCIAL BID

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

SL No.	<i>Item Description</i> <i>(Route Description)</i> <i>(Approximate Distance Covered by the Vehicle )</i> <i>(Vehicle Specification with Crate Capacity)</i>	<i>Quantity of Vehicle Required No(s)</i>	<i>Rate of vehicle along with driver and helper per km basis (Rs.)</i>	<i>Taxes and other levies (Rs.)</i>	<i>Total Rate of vehicle along with driver and helper per km inclusive of all (Rs.)</i>
15	<b>Berhampore Feeder Dairy To Siliguri</b>  <b>800 km</b>  <b>Refrigerated Insulated Cover Van of capacity 500 Crates (+10% Crate)</b>	1			
<b>TO BE QUOTED BY THE BIDDER</b>					

Thanking you,

Signature of the bidder

[Name in Capital Letter]

### Annexure A

Sl No	Route No	Route	Distance (Approx.)* To & Fro (may be extended on demand)	Vehicle Specification	Capacity Required For The Said Route	Reporting time at dock*	Completion time of distribution	Return to Dairy
14	11	Berhampore Feeder Dairy To Siliguri	800 km	Refrigerated Insulated Cover Van	500 Crates (+10% Crate)	As per time informed by Marketing	As per time informed by Marketing	As per time informed by Marketing

Copy forwarded to:

1. Office Notice Board
2. Official Website ([www.bhagirathimilk.com](http://www.bhagirathimilk.com) )
3. Tender Notice File