



**BHAGIRATHI**  
**ভাগীরথী**

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

Feeder Dairy: P.O-Berhampore: 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/MKTG/TRANSPORT/1932

The Bhagirathi Cooperative Milk Producers' Union Limited invites tender in **Two bid** system for entering into rate contract for Transportation of Milk and Milk Products.

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

Sl. No.	Particulars	Date & Time
1	Date of Inviting NIT (hosting of documents at departmental website <a href="http://www.bhagirathimilk.com">www.bhagirathimilk.com</a> )	27.08.2018
2	Tender download start date	27.08.2018
3	Documents download end date	06.09.2018
4	Tender Submission Start Date	27.08.2018
5	Tender Submission End Date	06.09.2018
6	Pre bid Meeting (In Office of The Bhagirathi Cooperative Milk Producers' Union Limited)	31.08.2018
7	Technical Bid Opening Date (to be opened in presence of willing bidders)	07.09.2018
8	Financial Bid Opening Date (to be opened in presence of willing bidders)	To be notified later

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

<b>Nature of Work</b>	Transportation of Milk & Milk Products.
<b>Scope of Work</b>	Supply of 2 Nos Refrigerated insulated covered van
<b>Area of Operation</b>	Murshidabad, Malda, South Dinajpur, North Dinajpur, Siliguri
<b>Estimated Cost of Work</b>	Rate to be offered by the bidder
<b>Contract Period</b>	6 months
<b>Bid Inviting Authority</b>	The Managing Director of The Bhagirathi Cooperative Milk Producers' Union Limited
<b>Security Deposit against Work</b>	Rs.30,000/-
<b>Eligibility Criteria</b>	<b>Credentials:</b> <b>Experience:</b> Intending bidders should have experience in transporting milk and milk products for any esteemed organization for a minimum period of 1 year. Experience certificate from competent authority supporting the claim must be submitted in the Technical Bid Folder.
<b>Statutory &amp; Non Statutory Documents</b>	a) Photocopy of PAN card. b) Photocopy of: (1) Registration Certificate book (2) Fitness Certificate

	<p>(3) Insurance Certificate  (4) Permission letter (in case of hired vehicle)  (5) Road Tax  (6) Identity proof which can be a ration card, Aadhar card, Election Commission's ID card, Driving License (or) Passport.  c) To prove his past experience, scanned copy of the experience / Payment certificate</p>
<b>Bid Document</b>	<p>The bid document is available in the official Website of The Bhagirathi Milk Union <a href="http://www.bhagirathimilk.com">www.bhagirathimilk.com</a></p>
<b>Technical Bid</b>	<p><b>The Technical bid shall contain the following documents:</b></p> <ol style="list-style-type: none"> <li>1. Experience Certificate of minimum 1 year experience within the last five years in supply of transportation vehicle of goods in the Government/Govt. undertakings/ Cooperative Dairies / any private dairy. The one year experience of the tenderer should be in the same name and style as the bidding entity.</li> </ol> <p>Photocopy of :</p> <ol style="list-style-type: none"> <li>2. PAN Card</li> <li>3. Identity proof which can be a ration card, Aadhar card, Election Commission's ID card, Driving License (or) Passport.</li> <li>4. Registration Certificate book</li> <li>5. Fitness Certificate</li> <li>6. Insurance Certificate</li> <li>7. Permission letter (in case of hired vehicle)</li> <li>8. Road Tax</li> </ol> <p>All these documents are mandatory. Failure to submit the documents will result in disqualification during technical bid.</p> <p>The Technical Bid will be evaluated by the Tender Committee. Bidders shall submit all the necessary documents mentioned above in sealed envelope. The Technical Bid Folder which will be verified and evaluated by the Tender Committee.</p>
<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 elements of taxes and duties, demands, tolls etc. The tenderer shall include income tax, GST etc as applicable, octroi if any and all other charges if applicable while quoting the rate.</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.														
<b>Penalty for suppression / distortion of facts</b>	If any tenderer fails to produce the original hard copies of the documents (especially Experience Certificates, audited balance sheets or any document which is vital for his eligibility), or any other documents within the specified time frame stated above or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression of fact during any time of the tendering process or even after the issuance of work order, the EMD shall be forfeited and penal action will be taken for collecting liquidated damages from the tenderer.														
<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>Validity of Bid</b>	90 days after opening of Tender														
<b>Important Instructions</b>	<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 Supply of 2 Nos Refrigerated insulated covered van".</p> <p>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.</p> <p>Address: <b>The Managing Director, Bhagirathi Co-op. Milk Producers' Union Ltd. Feeder Dairy: P.O-Baharampur: PIN -742101: Dist.-Murshidabad</b></p> <p>All duties, taxes, toll and other levies payable by the Bidder under the Contract to the State / Central Government for any other cause, shall be included in the rates, prices and total Bid price submitted by the bidder.</p> <p>Taxes will be deducted as per Govt. norms</p>														
<b>Earnest Money Deposit</b>	<p>Earnest Money amounting to Rs. 10,000/-should be submitted through NEFT/RTGS. Photocopy of the chalan shall be submitted in the Technical Bid</p> <table border="1"> <tr> <td>Bank Name</td> <td>United Bank of India</td> </tr> <tr> <td>Account No</td> <td>0229050010001</td> </tr> <tr> <td>Account Title</td> <td>The Bhagirathi Co-operative Milk Producers' Union Limited</td> </tr> <tr> <td>Account type</td> <td>Current</td> </tr> <tr> <td>IFSC code</td> <td>UTBI0BGTF64</td> </tr> <tr> <td>MICR Code</td> <td>742027005</td> </tr> <tr> <td>Bank Address</td> <td>The Bhagirathi Co-operative Milk Producers' Union Limited, PO- Panchanantala N.H.-34 Berhampore DIST-Murshidabad Pin- 742101</td> </tr> </table>	Bank Name	United Bank of India	Account No	0229050010001	Account Title	The Bhagirathi Co-operative Milk Producers' Union Limited	Account type	Current	IFSC code	UTBI0BGTF64	MICR Code	742027005	Bank Address	The Bhagirathi Co-operative Milk Producers' Union Limited, PO- Panchanantala N.H.-34 Berhampore DIST-Murshidabad Pin- 742101
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|  | <ul style="list-style-type: none"><li>• Tenders not accompanying EMD will be summarily be rejected.</li><li>• EMD of unsuccessful bidders will be returned within 30 days.</li><li>• EMD of Selected bidder will be adjusted with Security Deposit.</li></ul> |
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EMD shall not carry interest.

## **GENERAL TERMS AND CONDITIONS**

1. The Bhagirathi Co-operative Milk Producers' Union Ltd. will not accept any variations 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.
2. The tenderer can attend the pre bid meeting in the conference room in the office of The Bhagirathi milk Union where the clarifications sought for by the tenderer will be given and the minutes of the pre bid meeting will be uploaded in the website.
3. The proposed vehicle which will be provided for milk and milk product transportation shall not be more than 5 years old and should be in good condition.
4. The rate quoted should be for commercial vehicle only.
5. The transport vehicle staff shall also be responsible for collecting cheques/drafts from distributors and submitting it to the In-Charge/Route In-Charge Marketing Section.
6. The insulated / refrigerated vehicle should be insulated with at least two inches of thermocol for insulated vehicles 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.
7. 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.

### **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

### Details of operational route

Sl No	Route No	Route	Distance (Approx)* To & Fro	Vehicle Specification	Capacity Required For The Said Route	Reporting time at dock*	Completion time of distribution	Return to Dairy
1	11	Berhampore Feeder Dairy To Siliguri	800 km	Two Numbers Of 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

***N.B → The vehicle has to carry milk with equivalent no. of crates (one crate carry 10 ltrs. of milk and weight of one crate is 1.2 Kg. and one Paneer Box (40 Kg) is approximately equivalent to 4 no. of crates ).***

***\*Subject to change in time as per direction of Marketing Section & distance running as per actual kilometer.***

BCMPUL reserves the right to accept or reject any or all tender wholly / partly without assigning any reason thereof. **Successful bidder has to provide Vehicle from .....** **2018**

**(On selection, the Contractor to be executed the following agreement on Non-Judicial Stamp Paper worth Rs.100)**

**DRAFT AGREEMENT**

**THIS AGREEMENT is made on this day of .....** at Berhampore between(1) **“The Bhagirathi Co-operative Milk Producers’ Union Ltd”**, having its registered office at Berhampore 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 transport vehicles of different carrying capacity for distribution of milk and other allied products 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**

**Terms and Conditions:**

1. The second party (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 from \_\_\_\_\_ to \_\_\_\_\_ and the second party will be liable for providing the service for the stipulated time period.
2. During the contract period, if the cost of fuel increases/decreases, by following the conventional rules of the Union, the first party will pay to the second party (Transporter)

by increasing/decreasing the accepted rate per kilometer as per example provided below. Except the above mentioned point no change in per kilometer rate will be entertained during the contract period.

The payment for increase or decrease in fuel rate will be considered only if the average (monthly) rate of fuel increased or decreased by more than 50 paise per liter. The transporter has to produce an extra bill mentioning the extra amount due to the enhancement in fuel rate as well as in case of decrease in fuel rate, deduction will be done accordingly from the monthly bill of the transporter. The deducted or enhanced rate per kilometer will be calculated as per illustration given below:

For change in retail diesel price effective at Berhampore, the consumption of diesel for different carrying capacity vehicle will be considered as below.

Crate capacity of vehicle (insulated)	Fuel consumption per kilometer
650	6 km.
550	7 km.
350	8 km.
220	10 Km
55	16 km

**Illustrated example:**

If approved based rate during diesel rate Rs 70/- is Rs 15.00/Km for a route of 150 Km. If price of diesel is hiked by Rs.3/- . For a 350 crate capacity insulated vehicle, the calculation is as follows:

Diesel consumption for the vehicle =  $(150/8) = 18.75$  liter.

Increase in expenditure =  $(18.75 \times 3) = \text{Rs. } 56.25$

Increase in rate/Km =  $(56.25/150) = 0.375$

New per Km rate =  $(15+0.375) = \text{Rs. } 15.375/\text{Km}$

If approved based rate during diesel rate Rs 70/- is Rs 15.00/Km for a route of 150 Km. If price of diesel is decreased by Rs.3/- . For a 350 crate capacity insulated vehicle, the calculation is as follows:

Diesel consumption for the vehicle =  $(150/8) = 18.75$  liter.

Decrease in expenditure =  $(18.75 \times 3) = \text{Rs. } 56.25$

Decrease in rate/Km =  $(56.25/150) = 0.375$

New per Km rate =  $(15-0.375) = \text{Rs. } 14.625/\text{Km}$

This will be over & above existing rate.



3. If the service of the transporter is not found satisfactory or it is adverse to the interest of the Milk Union then the first party (Bhagirathi Milk Union) may terminate the contract at any time.
4. The second party / 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.
5. As per the instruction of the First party, 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 first party 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.
6. 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 Union will inform their decision to the transporter in advance.
7. 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 this Union in arranging alternate vehicle. Such amount will be deducted from the bill of transporter.
8. As transportation of milk and milk products belongs to emergency service, the transporter will have to put a board written "ON EMERGENCY DUTY BHAGIRATHI MILK UNION" on the vehicle, so that it draws the attention of everyone and the transport service does not get interrupted.
9. The transporter have to maintain one reserved space in the transporting vehicle for the official of the Milk Union and in case of any accident, the rules of MV act will be followed.

10. 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.

11. The transporter will have to deposit a (refundable) security money amounting to Rs.40,000/- to the Union for the contract period. No interest will be paid on the amount. The transporter has to pay the security money in cash to the Union at the time of receiving work order.

12. The first party may increase/decrease the number of distributor/retailer in the said route and the transporter will be bound to follow instruction of the Milk Union. In case of increasing/decreasing the number of distributor/retailer, the first party will pay the transporter according to the actual distance travelled by the vehicle.

13. The transporter has to submit the transport bill (triplicate) within 5<sup>th</sup> day of the 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 5<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.

14. 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.

15. If required, the transporter will be liable to transport milk and milk products of other route 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 fully for this. In this case the approved rate of that type of vehicle will be considered.

16. The time table, for placing the vehicle to dock area for receiving the milk and milk products and for dispatching for the said route, will be finally decided by Bhagirathi Union and the transporter has bound to follow the time table.

17. No appeal for enhancing the 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 first party and the security amount will be forfeited and suitable compensation will be imposed.

18. The transporter will be liable to submit all the necessary valid documents related to the vehicle such as legal permit, token, insurance, fitness certificate etc of the vehicle before engaging the vehicle.

19. 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.

20. 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 compensation will be imposed.

21. 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.

22. If it is found that any staff of the transporter is engaged in any kind of theft 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.

23. The transporter will be liable to follow the instructions provided by the Milk Union from time to time.

24. 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.

25. The second party can not engage the non-insulated vehicle for milk and milk products without the prior permission of the first party.

26. If dairy have to be closed due to 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.

27. 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 first party will be followed by the second party.

28. 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 first party will not be liable to pay any kind of demurrage to the second party for the respective day or for the stipulated time period.

29. 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.

30. 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.

31. The transporter has to carry advertisement of Bhagirathi milk and milk products around the transporting vehicle provided by Milk Union.

32. Except the condition No 29, either party can terminate the contract with a notice period of three months.

33. For Refrigerated vehicle 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 transporter.

34. 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.

35. 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 second party. 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 first party.

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

Managing Director  
The Bhagirathi Co-operative Milk  
Producers' Union Ltd.  
Address: Feeder Dairy,  
Panchanantala, Berhampore,  
Murshidabad, PIN- 742101

- CC: 1. NOTICE BOARD of Bhagirathi Milk Union (H.O).  
2. Website of Bhagirathi Milk Union (bhagirathimilk.com)  
FORMAT OF Bill Of Quantities \*

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

SL No.	Item Description (Route Description)	Rate (Rs.) per Kilometer	Taxes and other levies (Rs.)	Total Rate per Kilometer inclusive of all (Rs.)
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	(Approximate Distance Covered by the Vehicle )  (Vehicle Specification with Crate Capacity)			
01		To be quoted by the bidder	To be quoted by the bidder	To be quoted by the bidder

We agree to provide the above specified vehicles for respective route in accordance with the technical specifications for a total contract **Rate per Kilometer** price of Rs. ....(amount in figures ) (Rs. .... amount in words) within the period specified in the tender.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing World Bank’s sanctions procedures) in competing for or in performing the Contract.

Thanking you,

Signature of the bidder

[Name in Capital Letter]