

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/2860

Date: 22/10/19

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 Feed, Milk Stationing and Testing Equipment and Milk Products for a period of **2 year**.

IMPORTANT DATE AND TIME SCHEDULE

| Sl. No. | Particulars | Date & Time |
|---------|------------------------------|-----------------------|
| 1 | Date of Inviting NIT | 22.10.2019 |
| 2 | Tender Submission Start Date | 22.10.2019 |
| 3 | Tender Submission End Date | 06.11.2019 By 5:00 PM |
| 4 | Bid Opening Date | 07.11.2019 |

The details of work are given below:

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| Nature of Work | Transportation 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 Feed, Milk Stationing and Testing Equipment and Milk Products for a period of 2 year . |
| Area of Operation | Within district Murshidabad and other area as directed. |
| Estimated Cost of Work | Rate of vehicle per km basis including fuel, lubricant, along with driver, helper and maintenance cost etc, for 2 (two) year to be offered by the bidder |
| Contract Period | 2 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 Bhagirathi Milk Union. The amount will be refunded once the contract is over, subject to return of GPS Tracker in working condition. |
| Eligibility Criteria | <p>Credentials:</p> <p>Experience: Preference will be given to bidders having experience in transporting milk, cattle feed, etc. for any esteemed organization for a minimum period of 1 year.</p> |
| Statutory & Non Statutory Documents | <p>a) Photocopy of:</p> <ol style="list-style-type: none"> (1) Registration Certificate book (2) Fitness Certificate (3) Insurance Certificate (4) Authorization letter (in case of hired vehicle) (5) Road Tax (6) Identity proof (PAN Card, Ration card/Aadhar card/Election Commission's ID card/Driving License/Passport) <p>b) To prove his past experience, photo copies of the experience /Work Orders/Payment certificate may be submitted.</p> |

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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 in original with monthly bill. |
| 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 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 office of the Bhagirathi Cooperative Milk Producers Union Limited office at Berhampur, Murshidabad within stipulated time and date.</p> <p>Address: The Managing Director, Bhagirathi Co-op. Milk Producers' Union Ltd. Feeder Dairy: P.O-Baharampur: PIN -742101: Dist.- Murshidabad, west Bengal.</p> |

GENERAL TERMS AND CONDITIONS

1. That the rate shall be quoted for a single vehicle inclusive of all (Fuel, Lubricant, driver, helper and maintenance cost etc.), per km basis, for periods of 2 years.
2. That toll tax and other levies will be paid by milk union, on actual basis, against submission of receipt in original with monthly bill.
3. 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.
4. That the transporter has to submit the transport bill (triplicate) within 7th day of the next month and the payment of the same will be made within 21st days of the next month. In case of failure to submit the bill within 7th day of succeeding month, the Union will not be responsible for any delay in paying monthly bill.
5. Income Tax will be deducted as per Govt. Norms.

6. Fuel consumption for vehicle as approved by the Milk Union is as follows

| Can capacity of vehicle | Fuel consumption (Km/liter) |
|-------------------------|-----------------------------|
| 150 (+10%) | 7 |
| 80 to 100 (+10%) | 8 |
| 40 to 60 (+ 10%) | 10 |

1. **N.B:- Capacity of vehicles & slab of fuel consumption may be variable upon discretion of the management.**

7. 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 be accepted and treated as invalid tender.
8. The proposed vehicle which will be provided for transportation should be in good condition. **Preference will be given to new vehicles.** Route / operation area may be changed of the transporter, during service periods, as per requirement of the milk union.
9. The transporters or his representative (Driver / Helper) shall also 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 concern section.
10. 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.
11. BCMPUL reserves the right to accept or reject any or all tender wholly / partly without assigning any reason thereof.
12. Successful bidder has to provide Vehicle within 7 days / on fixed day of the milk union of acceptance of Work Order. Failure to execute this clause shall lead to termination of contract.
13. All vehicles should be equipped with "GPS Tracker" and should remain 'On' during the trip.
14. Bhagirathi Milk Union reserves the right to reject any bid of transporter whose reputation was bad or not satisfactory once with the Milk Union.

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.
4. 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.

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



Managing Director
The Bhagirathi Cooperative
Milk Producers' Union Ltd.

Copy forwarded to:

1. Office Notice Board
2. Notice Board of D.C.P
3. Notice Board of K.C.P
4. Official Website (www.bhagirathimilk.com)
5. Tender Notice File.
6. All present Transporters.

DRAFT AGREEMENT

THIS AGREEMENT is made onday of December' 2019.

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:

Terms and Conditions:

2. That the Transporter of Route No.will 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 .
3. The contract will be valid from _____ to _____ and the Transporter will be liable for providing the service for the stipulated time period. It may be extended for further periods as agreed between the parties. But, if required, upon discretion of the first parties, tenure may be extended for further three month and in that situation, refusal of the second party not accepted. Violation of that, 50 % amount of the security money will be forfeited.
4. That 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 Union

office in time. The transporter should also deliver the report (Truck Sheet) of received milk from Dairy Cooperative Societies.

5. 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.
6. 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 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 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 prescribe Route & prescribed time. If the Transporter is unable to perform such activities penalty will be imposed, considering the gravities & merits of fault, by the milk union against each failure.
7. As per instructions these 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 fixed by the Milk Union, considering the gravities and merits of fault and that will be deducted from the monthly bill of the transporter.
8. 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 will not be liable to pay the compensation. The Transporter will have to abide by such order, Bhagirathi will inform such instruction in advance.
9. 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 accordingly an amount as decided, by the Milk Union and that will be deducted from the monthly bill of the transporter.
10. 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.
11. That 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.
12. That 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 that event, Bhagirathi Milk Union has reserve a right to impose penalty an amount as fixed by the milk union upon his own discretion against each fault.
13. That the transporter shall maintain interest free **security Deposit of Rs. 20,000/- in** Bhagirathi Milk Union. This security money is to be deposited in Demand Draft in favour of The

Managing Director, after issuance of work order or that amount will be deducted in three installments from the transport bill.

14. **Additional security deposit of Rs.5000/-** will have to be deposited against supply of GPS Tracker by Bhagirathi Milk Union. The amount will be refunded once the contract is over, subject to return of GPS Tracker in working condition.
15. That the Bhagirathi Milk Union reserves right to increase or decrease the No. of Society and distance of the Milk Route. In that case, same rate p/km will be prevail.
16. That the transporter has to submit the transport bill (triplicate) within 7th day of the next month and the payment of the same will be made within 21st days of the next month. In case of failure to submit the bill within 7th day of succeeding month, the Union will not be responsible for any delay in paying monthly bill. Income Tax will be deducted as per Govt. Norms.
17. That the Bhagirathi Milk Union shall debar the transporter or its staff / helper for any kind of negligence / nuisance during transportation of milk. If it is found to involve in the activities like theft, Fraud, dishonesty etc and for such case the loss shall be deducted from transport bill and also penalty will be impose as mention above. And for habitual incident, the Security deposit may be forfeited.
18. That if required, Bhagirathi Milk Union shall have reserve right to instruct the transporter to collect the Milk , Milk Cans and other materials in another route from fixed Route, according to the time table relating to that particular Route and also delivered that items to the reception point. The Transporter shall be liable to compensate for the losses for the negligence of such activities, if any.
19. That without prior permission of Milk Union, the transporter shall have no right to garage the Milk carrying vehicle at Union premises. For using the water, penalty will be imposed for each time.
20. That 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.
21. No escalation clause will be applicable within the contract period. If for any reason the transporter does not agree to move the vehicle and Milk Union incurred loss, the money shall be recovered from the transporter, security money will be forfeited and also penal action will be taken for breach / violation of contract.
22. 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, to Milk Union without fail.
23. After settlement of tender if the Transporter is unable to supply the vehicle the Transporter will declared unfit to participating in tendering process of the Milk Union for next two years.
24. After getting the contract if the Transporter does not agree to move the vehicle within the period of contract, The Bhagirathi Milk Union shall have absolute right to recover full losses from contractor.

25. 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.
26. The Bhāgirathi 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 will be also be taken in accordance to law.
27. The transporter will be liable to follow the instructions provided by the Milk Union from time to time.
28. 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.
29. The Vehicle must be insured according to Insurance Act.
30. 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.
31. 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 the Milk Union shall not be liable to compensate any charge or losses to the Transporter.
32. 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.
33. 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.
34. 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 money may be forfeited. Due to any other reason i.e. if the service of the transporter is no more required, then Bhāgirathi 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.
35. 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 levied by the Govt. on the Transport vehicle, that amount shall be borne by the transporter.
36. 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.
37. The transporter shall collect the filled milk cans from Dairy Cooperative Society level and after unloading the filled cans it shall return to the Dairy Cooperative Society in schedule time. Any loss or damaged caused to the can any pilferage, theft during the process of transportation shall be recovered from the Transporter with penalty.

38. 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.
39. 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.
40. **All vehicles should be equipped with "GPS Tracker" and should remain 'On' during the trip.**
41. That toll tax and other levies will be paid by milk union, on actual basis, against submission of receipt in original with monthly bill.

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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 | Unit Rate of vehicle per km basis(including all i.e. fuel, lubricant, Maintenance cost, Toll tax, levies along with driver and helper) |
|--------|----------|-------------------|--------------|---|---|
| 1. | 1 | 184 Km | 90+10% | Tetultala (Nowda) to Feeder Dairy | |
| 2. | 1A | 137 Km | 90+10% | Amtala (Nowda), to Feeder Dairy | |
| 3. | 1D | 86 Km | 50+10% | Lochanmati (Hariharpara) to Hariharpara via Swaruppur | |
| 4. | 2 | 106 KM | 150 + 10% | Harurpara MPCS (Domkal) to Domkal Chilling Plant. | |
| 5. | 2A | 90 KM | 90 +10% | Ghoshparamore (Doulatabad) to Feeder Dairy, Berhampore | |
| 6. | 2B | 150 KM | 150 +10% | Narasinghapur,(Jalangi) to Damkol Chillin Plant. | |
| 7. | 2C | 188 Km | 150+10% | SagarPara MPCS to Domkal Chilling Plant, via Islampore. | |
| 8 | 3 | 168 Km | 90+10% | Dudhshar MPCS, Nowda to Feeder Dairy., Berhampore | |
| 9. | 4 | 175 Km | 90+10% | Ramnagar Beldanga (2) to Feeder Dairy, Berhampore | |
| 10. | 6 | 136 km | 90+10 | Sabaldaaha (Khargram) to Kandi Chilling plant via Nagar | |
| 11. | 6A | 124 Km | 90+10% | Morura Kandi (Burwan) to kandi Chilling Plant. | |
| 12. | 6B | 116 Km | 90+10% | Kamarmoni More (Burwan) to kandi Chilling Plant | |
| 13. | 6E | 122 Km | 90 +10% | Kapasdanga(Burwan) to KCP. Via-Parulia, Diara. | |
| 14. | 6F | 110 Km | 90 +10% | Khourjuna (Barwan) to KCP, Via Jalibagan | |
| 15. | 6G | 140 Km | 90+10% | Lokpara (Mayureswar) to kcp. Via- Chhamana | |
| 16. | 7. | 200 Km | 90+10% | Talibpur MPCS, Bharatpur-1 to Kandi Chiling plant. | |
| 17. | 7A | 133 Km | 90+10% | Gathla (kandi) to kandi Chilling Plant. | |
| 18. | 7B | 110 Km | 90+10 | Sizgram(Bharatpur-1) to Kandi Chilling Plant. | |

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]