



**The Bhagirathi Co-op. Milk Producers' Union Ltd.  
(A Govt. of West Bengal Project)**

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**NOTICE INVITING E-TENDER**

**BU/E&T/MVEHICLE/1497**

**Dated: 27.08.2022**

The Bhagirathi Cooperative Milk Producers Union Limited (BCMPUL) invites **E-Tender** in Two bid systems for entering into rate contract for hiring one (1) no of **7500 Liter Capacity Cold Room** located around Siliguri along with unloading from the vehicles (Berhampore to Siliguri Route), storage at cold room and again loading to vehicles engaged for distribution form Cold room to Defence Establishment (**including required man power**) on **daily basis** according the terms and conditions as mentioned herein under:-.

**IMPORTANT DATE AND TIME SCHEDULE**

Sl. No.	Particulars	Date & Time
1	Date of uploading (Publishing)of N.I.T. Documents (Online)	27.08.2022 at 1830 hrs
2	Documents download start date (Online)	27.08.2022 from 1835hrs
3	Technical Bid proposal submission start date (Online)	27.08.2022 from 1840 hrs
4	Bid Submission end date (Online)	03.09.2022 at 1840 hrs
5	Technical bid opening date	05.09.2022 at 1840 hrs
6	Pre bid Meeting (Any query may be addressed by mail or telephonic communication)	NIL
7	Financial Bid Opening date	To be informed later

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

Nature of Work	Service
<b>Scope of Work</b>	<ol style="list-style-type: none"><li>1. Maintaining Cold Room Temperature until Supply of approx. 7500 Liter Milk at 5 degrees centigrade.</li><li>2. Unloading from the vehicles (Berhampore to Siliguri Route), storage at cold room and again loading to vehicles engaged for distribution form Cold room to Defense Establishment etc.</li><li>3. Loading of load milk crates on supply vehicles to Army Stations as per informed schedule.</li><li>4. Service activity will be carried out uninterruptedly.</li><li>5. Return empty crate to the Siliguri to Berhampore vehicle on daily basis and maintained proper record.</li></ol>

<b>Estimated Cost of Work</b>	Rate to be offered by the bidder per Day basis inclusive of all expenses involved (directly& indirectly)
<b>Area of operation</b>	North Bengal.
<b>Contract Period</b>	1 (one) year w.e.f. 01.10.2022 to 30.09.2023 or from the date as will be mentioned in Work Order.
<b>Bid Inviting Authority</b>	The Managing Director of The Bhagirathi Cooperative Milk Producers' Union Limited.
<b>Estimated Cost of Work</b>	Nil. Bidder should quote the rate depending upon prevailing market rate. Rate should be quoted per day basis inclusive of all i.e. DG Charges, Electric Charges, Tax, Helper, Labour, Fuel, Lubricant, Maintenance cost, Market fees, etc.
<b>Security Deposit</b>	<ul style="list-style-type: none"> <li>Rs.50, 000/- (Interest free) and will be released after successful execution of the contract.</li> </ul>
<b>Eligibility Criteria</b>	<p><b>Credentials:</b></p> <ol style="list-style-type: none"> <li><b>Experience:</b> Preference will be given to experienced service provider (in the same name and style as in the bidding entity). Experience certificate engagement letter from competent authority supporting the claim must be uploaded in the Technical Bid Folder, if available.</li> <li><b>Cold Room:</b> Rate should be quoted per day basis inclusive of all expenses involve directly and indirectly.</li> </ol>
<b>Statutory &amp; Non Statutory Documents</b>	<ol style="list-style-type: none"> <li>GST Registration Certificate.</li> <li>PAN Card,</li> <li>FSSAI License / Registration under FSSAI Act.</li> <li>Trade Licence.</li> <li>Documents supporting to identity and address of the bidders.</li> <li>Experience Certificate related to Cold Room related service of Milk &amp; Milk Product, Milk Transportation if any. (Work Order/Certificate)</li> <li>Ownership or rented Cold Room possession document.</li> </ol> <p>All these documents are necessary. Failure to upload the documents may result in disqualification during technical bid.</p>
<b>Earnest Money Deposit</b>	<p>The EMD amounting to Rs. 11111/- should be deposited online through Net Banking, NEFT / RTGS in favour of the The Bhagirathi Cooperative Milk Producers' Union Limited payable at Berhampore.</p> <p>EMD shall not carry any interest.</p> <p>EMD of successful bidders shall be refunded after successful execution of the contract.</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>

1. Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment Gateway.
2. RTGS/NEFT in case of offline payment through bank accounts in any Bank.

**Payment procedure:-**

**a) Payment by Net Banking (Any Listed Bank) through ICICI Bank Payment Gateway :**

1. 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.
2. Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.
3. Bidder will receive a confirmation message regarding success/failure of the transaction.
3. 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 make 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.

**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.

**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.

**vi.** The Bank will share the details of the GRN No. generated on successful entry in GRIPS with the E-Procurement portal for updating.

**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 State PSU/Autonomous Body/Local Body/PRI, etc. tenders.

	<p><b>viii.</b> All refunds will be made mandatorily to the Bank A/c from which the payment of EMD &amp; Tender Fees (if any) were initiated.</p>
Technical Bid Evaluation	<p>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.</p>
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 Day 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, 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> <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	365 days
E-Tender registration and bidding	<p><b>ONLINE BIDDS:</b></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. <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a> .</p> <p><b>ONLINE BID SUBMISSION:</b></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><b>1. Download of Tender</b></p> <p>Tender to be downloaded only from the e-Tendering portal of Govt. of West Bengal i.e. <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a> .The tender will be submitted in two bid system i.e. Technical bid &amp; Financial bid only through online.</p> <p><b>2. Online Bid submission procedure</b></p> <p>i. <b>Registration of Transporter/Agency:</b> Agencies/Bidders or parties who are interested in participating e-tenders will have to get enrolled &amp; registered with the Government e-Procurement system. through logging on to <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a></p>

	<p>ii. <b>Digital Signature certificate (DSC):</b> 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. <b>Tender Download:</b> The transporter can search &amp; download NIT &amp; Tender Documents electronically from computer once he logs in to the e-Tendering portal <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a> using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.</p> <p>iv. <b>Submission of Tenders:</b> 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 &amp; the other is Financial Bid before the prescribed date &amp; 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>
<b>Award of Contract</b>	The <b>bidder selected</b> 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>Publication of Tender</b>	<ol style="list-style-type: none"> <li>1. E-Procurement Portal Govt. of West Bengal (<a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a>)</li> <li>2. Website of the Milk Union (<a href="http://www.bhagirathimilk.com">www.bhagirathimilk.com</a> )</li> <li>3. Office Notice Board</li> </ol>

## **GENERAL TERMS AND CONDITIONS**

1. Cold Room capacity should not be less than 7500 Liters (10 Liter milk crates stacked in 10's column x 75 columns) and cold room should be capable of maintaining a temperature of 5 degrees centigrade in load condition. Sufficient illumination inside and outside of cold room should be provided with. Cold Room should be situated beside road, motor able for 10 wheeled trucks. Suitable delivery dock should be available in front of cold room.
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 will be invalid.
3. The proposed service which will be provided by the service provider of the cold room should be in good condition.
4. Cold room should be operated properly to maintain a continual temperature of 2<sup>o</sup>C to 5<sup>o</sup>C. Repair, maintenance or repair against any incidental damage, accident is the sole responsibility of the bidder or service provider and should be carried out at the cost of the service provider without jeopardizing the activities of the milk union. In case of breakdown of schedule cold room, service provider are bound to arrange alternative cold room of same capacity and same categories, for uninterrupted storage & supply of milk & milk products immediately on instant basis. In default, service provider are liable to compensate to the milk union 10 % extra amount along with the penal amount fixed by the defense establishment against milk union or an amount not less than

additional expenditure/ entire amount against financial loss and goodwill loss incurred by milk union / suffer by the Milk Union in arranging or non-arranging of alternative cold room / reprocessing cost of milk and milk products if the products are not in acceptable condition.

5. 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.
6. BCMPUL reserves the right to accept or reject any or all tender wholly / partly without assigning any reason thereof at any time.
7. Successful bidder has to provide cold room within admissible time or date as decided / mentioned by the milk union in the engagement letter.
8. On selection, the contractor has to execute an agreement on Non-Judicial Stamp paper of Rs.100/- as per terms and conditions of the NIT.
9. Service will be provided as per scheduled timetable of the Milk Union. The Managing Director of the Union reserves the right to add, subtract and modify any term and condition of the agreement with the consent of the Contractor during the contract period.
10. The Service provider should be able to provide cold room on 30<sup>th</sup> Oct 2022 or as mentioned in the engagement letter / award of contract.

**Precautions:**

1. The bidder must satisfy himself thoroughly about the geographical area to be covered, nature of work, route conditions /local conditions and the requirement of the Milk 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 bidder 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. Successful bidder has to provides the cold room within date as mentioned in vehicle engagement letter.
5. The bidder can visit our office where the clarifications sought for by the bidder will be given.

**Other Terms & Conditions**

1. If the Cold Room and service of the service provider is not found satisfactory or it is adverse to the interest of the Milk Union then the Milk Union may terminate the contract at any point of time, without assigning any reason. On termination of the contract the Security Deposit & EMD shall be forfeited and the transporter shall be blacklisted for 3 years and no claim in this regard shall be entertained.
2. Service shall be provided as per scheduled time provided by the Army Establishments on daily / regular basis.
3. Penalty / deduction if any, imposed by the authority of the Army establishments etc. against the Milk Union attributable to the cold room provider and cold room / chilling service related issue, the amount of penalty imposed or deduction imposed/likely to be imposed by the Army Establishments etc. on the Milk Union

subsequently milk union shall be imposed penalty on the service provider with an additional 10% penalty by the Milk Union and no claim in this regard shall be entertained and the Milk Union shall not be liable to answer any query from the service provider in this context.

4. The service provider will be liable to receive the milk and milk products from Plant/ Dairy / connected Vehicles (Berhampore) according to the challan and time table, provided by the Marketing Section / Army Establishment and keep them in the offered cold room as per Challan and load the same as per challan to the connected vehicle engaged for supply to the defense establishment. Accordingly the service provider is bound to return the empty crates, boxes, documents, received copy of challan and other documents/ materials to the Milk Union / Berhampore bound vehicles as soon as the vehicle returns to Cold Room. If the service provider is failed to fulfill the aforesaid responsibilities due to any reasons, which causes any economic loss or detrimental to the reputation of Milk Union then the service provider will be compelled to compensate the penalty amount imposed by the Milk Union which will be deducted from the monthly bill of the service provider.
5. As per the instruction of the Milk Union, the service provider has to maintain a proper record regarding the list of items returned by the authority. The service provider will be responsible for any damage of milk & Milk product, any sort of mistakes/negligence caused by him/her or by representative .In such situation, the Milk Union will have the power to compensate the loss by deducting suitable amount from the bills of the service provider due to the negligence. The decision of the Milk Union will be final and binding on the transporter.
6. The service provider shall have to maintain the cold room as per refrigeration norms.
7. If the transporter or his/her staff is associated with any illegal activities or any accidents took placed, caused damaged to life or property, the service provider only shall be responsible. Milk Union will not be responsible morally/legally regarding the aforesaid matters.
8. That the Service provider shall have to deposit a refundable interest free **Security Deposit of Rs. 50,000/-**in favour of The Bhagirathi Cooperative Milk Producers' Union Ltd.in Demand Draft in any Nationalized Bank payable at Berhampore at the time of issuance of work order in default said amount will be deducted from the transport bill in four installments.
9. The service provider has to submit the bill (triplicate) within 7<sup>th</sup> day of next month. On this basis the bill amount will be paid within 21-30 days of the next month. 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.
10. No appeal for enhancement of rate will be entertained during the contract period. Due to any reason if the Cold Room service is stopped or paused by the service provider then the service provider has to pay the total loss with penalty, cold room rental and transportation cost, cost for any alternative arrangement made by the Milk Union and the security amount will be forfeited and suitable compensation will be imposed or liable to terminate the contract without assigning any reason to service provider.
11. The service provider will be liable to submit time to time all the necessary valid documents related to the cold room such as trade license, fitness certificate etc. of the cold room.
12. After accepting the contract, if the service provider fails to provide cold room as required according to the work order, his/her security deposit & EMD will be forfeited and he/she will not be able to participate in any kind of tender for three years.
13. If the service provider quits or withdrawn theservice during the contract period, the demurrage cost due to this, will be collected from the cold room service provider.Additionally the Security deposit and EMD will be forfeited and if required a suitable legal action / penalty will be imposed.



14. 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/ Managing Director of the Milk Union or any representative nominated by them.
15. If it is found that service provider /any staff of the service provider is involved /engaged in any kind of illegal activities then legal action will be taken accordingly as per law. In that case the service provider is solely responsible for any kind of liabilities and if needed, also answerable to investigating authority.
16. 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 service gets interrupted, the Union will not be liable to compensate any demurrage to the service provider.
17. This is completely a commercial contract, not for recruitment. No employee-employer relationship will be maintained between the service provider and the milk union. In addition to this the service provider has to follow the terms and conditions of the contract apart from this any instruction issued by the Milk Union will have to be followed by the service provider.
18. The cold room used by the service provider to storage and supply milk and milk products should comply with the relevent Act, Insurance Act, FASSI Act and rule & regulation time enforced time to time. In case of any kind of fine / penalty imposed by any authority and any obligation arise due to any reason, that obligation / penalty or fine amount shall be borne only by the cold room service provider or of the cold room.
19. The service provider has to notify the Milk Union before 3 months if he/she wants to withdraw the service. Failure to do so shall invite penalty as decided by the milk union along with forfeiture of Security Deposit and EMD. But, Bhagirathi Milk Union may terminate / cancel the contract / engagement letter by giving one (1) one month prior notice to the service provider.
20. If required, tenure may be extended further, subject to the satisfactory performance, depending upon mutual consent of both the parties.

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

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

Copy forwarded to:

1. E-Tender portal (Govt. of West Bengal ([www.wbtenders.gov.in](http://www.wbtenders.gov.in) )
2. Official Website ([www.bhagirathimilk.com](http://www.bhagirathimilk.com) )
3. Office Notice Board