



## The Bhagirathi Co-operative Milk Producers' Union Limited

FEEDER DAIRY, PANCHNANTALA, BERHAMPORE, MURSHIDABAD

### Request to Conduct E-Auction for disposal of Scrap

#### GENERAL TERMS & CONDITIONS:

1. The rate contract is for disposal of waste and scrap lying at different location of the Milk union and on "as is where is basis".
2. The major type of such materials available for disposal are as per the list enclosed as **Annexure-A attached after Annexure-B.**
3. The rate for each item should be quoted on per pieces or Kilogram or no(s) basis.
4. Transportation, packing/dismantling loading and unloading will be the responsibility of the successful bidder/vendor.
5. The price bid should be submitted in the Performa given in **Annexure-B.**
6. The unit of trading shall be in Rs. per Kg and Rs per No(s). inclusive of GST and other taxes. Bidders need to quote rate along with lifting the materials.
7. The quoted prices (H1 rate) would be conveyed to the BCMPUL on completion of auction and the BCMPUL will have an option to accept or reject the price (H1 rate) bid.
8. On receipt of BCMPUL confirmation, the contract notes would be issued to the Bidder.
9. The successful bidder will have to make the payment in advance in favour of The Bhagirathi Co-operative Milk Producers' Union Limited through RTGS/NEFT within 7 Days before lifting of any item.
10. Bidder will have to lift the complete material within 15 days from the issue of the Award of Contract. In case buyer fail to lift the complete materials within stipulated period, penalty@ Rs.500/- per day shall be charged up to 07 days and @ Rs.1000/- per day shall be charged after 7 days. The above-mentioned penalty amount shall also be applicable for partial lifting of the material.
11. The successful bidder shall lift scarp material during 10:00 AM to 05.00 PM on working days and dispose of all the scrap materials and Hazardous waste materials and Batteries in accordance with all applicable, central, state and local law and the terms and conditions of this bid. The Bidder shall strictly comply with The Environment (Protection) Act, 1986, The Environment (Protection) Rules, 1986, The Hazardous Wastes (Management and Handling) Rules, 1989 and The Batteries (Management and Handling) Rules, 2001, E-Waste management rules, etc as amended from time to time.



## **The Bhagirathi Co-operative Milk Producers' Union Limited**

FEEDER DAIRY, PANCHNANTALA, BERHAMPORE, MURSHIDABAD

12. The Bidder/Vendor shall pay amount of scrap materials as per actual weight of the scrap materials weighed at the weighing scale located at Milk Union. For large item the material has to be weighted from nearest weighbridge in presence of a personnel of the Milk Union at his own cost.
13. All equipment, tools-tackles etc. and labour required for satisfactory dismantling and lifting of scraps shall be arranged by Vendor at his own cost.
14. Dismantling, Cutting, shifting, Loading, Weighing, Unloading, Transportation and any other charges should be borne by the bidder without disturbing the activities of the Milk Union.
15. The successful bidder shall lift scrap material at his own expenses and responsibility.
16. The Milk Union officials/representatives shall have the right to check buyers' vehicle and inspect the materials kept in the vehicle as per quantities mentioned in the Gate Pass. If there is any discrepancy found, Unit shall treat this as pilferage on buyer's part.
17. In case of pilferage of any item of the BCMPUL Unit by buyer or his labour is detected either within the site or outside site, a penalty of an amount equivalent to five times of the prevailing price of such pilferage items shall be recovered from Vendor.
18. During the contract period Milk Union, reserve the right to change / modify any terms of contract suitable to our business operations.
19. It is required to follow all rules and regulation of government regarding scrap disposal, scrap-recycling process etc.
20. If there is any breach in execution of the job as per the Contract terms, the Contract will be terminated without any notice or reasons with immediate effect and in such event the buyer will not be entitled to any compensation from BCMPUL.
21. In the event of any dispute or difference arising between the parties to this agreement touching any of the matters or things hereunder, whether such dispute or difference shall arise during the continuance of this agreement or after the termination hereof shall be referred to Managing Director of the Milk Union.
22. The successful Bidders shall ensure that no equipment / structure / setup of the Milk Union get damaged due to their activities. Any damages if caused to Milk Union's property due to the successful bidder's sole negligence, it shall be subjected to deduction / adjustment from the Security deposit payable to the Buyer without prejudice to the legal rights available under the laws for the time being in force.



## The Bhagirathi Co-operative Milk Producers' Union Limited

FEEDER DAIRY, PANCHNANTALA, BERHAMPORE, MURSHIDABAD

23. The successful bidder shall arrange license under the provisions of the Contract Labour (Regulation and Abolition) Act, 1970. For the purpose of engaging manpower, the successful bidder shall also furnish the details of manpower to be engaged and obtain the specific job license from the competent authority under the said act, prior to the commencement of the job. The Successful bidder/vendor should also comply with the provident fund Act 1952. Further, the bidder/vendor shall be responsible for necessary compliances under the Employees State Insurance Act, 1948 or otherwise and should ensure insurance coverage of manpower under the Workman Compensation Act, 1923. Besides the above formalities, Bidder /Vendor shall also be responsible for complying with all other statutory obligations as may be applicable from time to time.
24. The Bidder shall be solely responsible for any claim, damage, compensation etc. that may become payable to any of the person or persons deployed by the Buyer in connection with the work in the event of an accident or mishap resulting in any disability, injury or death of the person or persons of the Bidder in connection with or concerning the said work within or outside the premises of BCMPUL.
25. The Milk Union shall not be liable in any manner whatsoever either monetarily or otherwise for any accident or mishap as mentioned above.
26. All spilled waste materials due to the works shall be removed and cleared from the site by the Bidder.
27. Bidder shall follow following safety rules at site:
  - (a) All personnel of the Bidder working within the plant/work site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.
  - (b) Adequate precautions shall be taken to prevent danger from electrical equipment, pests, rodents, reptiles. No materials at any of the sites of the work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.
  - (c) To ensure effective enforcement of the rules and regulations relating to safety precaution, the arrangements made by the Buyer shall be open to inspection by the Authorized Representatives of BCMPUL.
28. **Indemnity clause:** The Bidder/Vendor undertakes and agrees to indemnify, defend and hold harmless BCMPUL and its officers, directors, employees, representatives, and assigns from and against any and all liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorney's fees and expenses) any other loss that may occur, arising from or relating to:



## The Bhagirathi Co-operative Milk Producers' Union Limited

FEEDER DAIRY, PANCHNANTALA, BERHAMPORE, MURSHIDABAD

- (a) a breach, non-performance or inadequate performance by Transporter of any of the terms, conditions, covenants, representations, undertakings, obligations or warranties under this Agreement.
- (b) the acts, errors, representations, misrepresentations, wilful misconduct or negligence of bidder/vendor, its employees in performance of its obligations under this Agreement; or
- (c) The provisions of this Clause shall survive the termination of this Contract.
29. **Waiver:** Each Party agrees that any delay or omission on the part of other party to exercise any right under this Contract will not automatically operate as waiver of such right or any other right and waiver of any right by any party hereunder on one occasion will not be construed as a bar to or waiver of any right on any other occasion.
30. **Force Majeure:** If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events) neither party shall have any claim for damages against other in respect of such non-performance or delay in performance.
31. Any notice required or permitted to be given under this Contract shall be in writing, shall be deemed duly given if delivered in person, or send through mail, or registered post to the address first above stated (or to such other address as either party may specify from time to time by written notice). Any notice shall be deemed given when received by the party to whom it was so delivered, transmitted or mailed. Both parties shall acknowledge in writing the receipt of any notice delivered in person.
32. **Dispute Resolution:** Any dispute arising out of the Agreement, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration and Conciliation Act of 1996 of India. The venue of adjudication/arbitration shall be Kolkata. The language of arbitration shall be English.
33. **Applicable Law:** The Agreement shall be interpreted in accordance with the laws of Union of India.
34. Other terms and Conditions as per NCDFI.
35. **The undersigned reserves the right to accept or reject any tenders and to cancel the entire tender process at any point of time without assigning any reason thereof.**

Sd/-  
Managing Director  
Bhagirathi Milk Union



**The Bhagirathi Co-operative Milk Producers' Union Limited**  
FEEDER DAIRY, PANCHNANTALA, BERHAMPORE, MURSHIDABAD

**Annexure-B**

**Financial Bid**

SL No.	NAME OF THE SCRAP	QUANTITY (UOM)	Base Rate for Auction inclusive of all taxes (Rs.)	Rate quoted by Bidder (Rs.)	Remarks if any
1	Milk Vat (SS) 1000L	1 No(s)/Pieces	3600		
2	SS tank 5KL(BMC)	1 No(s)/Pieces	56349.72		
3	Inner SS Multipurpose Vat 1000 L	1 No(s)/Pieces	21000		
4	SS Milk Vat 500 L	1 No(s)/Pieces	2400		
5	SS Skid Frame	1 No(s)/Pieces	14000		
6	Flex Frame (Iron)	500 Kg	30000		
7	Iron Frame	1 No(s)/Pieces	30000		
8	Plastic Jar (HDPE)	1000 No(s)/Pieces	90000		
9	Can Conveyor (Iron/MS)	2 No(s)/Pieces	52000		
10	Crate Washing Iron Frame	1 No(s)/Pieces	30000		
11	Ammonia Cold Room Evaporator	2 No(s)/Pieces	16800		
12	MS Tank	1 No(s)/Pieces	35000		
13	Milk Crate	6000 No(s)/Pieces	198000		
14	Insulated Box	100 No(s)/Pieces	21000		
15	Can Washer	1 No(s)/Pieces	140000		
16	OCB Panel Box (Iron)	200 kgs	12000		
17	Can Conveyor Track (Iron)	500 kg	30000		
18	Boiler Chimney Shells	4 No(s)/Pieces	8400		
19	MS Tank (M.T. Cell)	1 No(s)/Pieces	19500		
20	SS Milk Tanker	2 No(s)/Pieces	350000		



## The Bhagirathi Co-operative Milk Producers' Union Limited

FEEDER DAIRY, PANCHNANTALA, BERHAMPURE, MURSHIDABAD

21	AFFS Pouch Packing Machine	1 No(s)/Pieces	42000		
22	Refrigerator	1 No(s)/Pieces	1750		
23	Iron Grill	100 Kg	6000		
24	GI Pipe 3 inch	150 kg	9000		
25	Iron Channel	60 kg	3600		
26	SS Sheet	50 Kg	3500		
27	Iron Barrels 200lt	25 No(s)/Pieces	25000		
28	315KVA Transformer	1 No(s)/Pieces	26250		
29	Aluminium Sheet	10 Kg	2000		
30	320KVA DG Damaged Radiator	1 No(s)/Pieces	6300		
31	2" GI NH3 Condenser Pipe	260 kg	13000		
32	Deep Freezer	6 No(s)/Pieces	16800		
33	Cooper Bar	30 Kg	19500		
34	Tin Material	300 Kg	9000		
35	Iron Material	1000 Kg	60000		
36	200KVG DG with Alternator	2 No(s)/Pieces	70000		
37	200KVA Damaged Radiator	1 No(s)/Pieces	6300		
38	160KW Brunt Alternator	1 No(s)/Pieces	19600		
39	Damage Conveyor Gear Box	3 No(s)/Pieces	14700		
40	Frick Ammonia Compressor (Damaged)	1 No(s)/Pieces	84000		
41	Auto Transformer Oil Tank Starter Coil (Copper)	3 No(s)/Pieces	8400		
42	Vacuum Machines	3 No(s)/Pieces	91000		
43	Cold Store Unit Compressor	3 No(s)/Pieces	5250		
44	Old CRT Monitor	2 No(s)/Pieces	700		
45	3 Phase 5 KVA Servo Stabilizer	2 No(s)/Pieces	2800		
46	Motor 12.5, 4, 3.5, 2,1 HP	10 No(s)/Pieces	28000		
47	CI frame of Air Compressor and pulleys	2 No(s)/Pieces	7000		



## The Bhagirathi Co-operative Milk Producers' Union Limited

FEEDER DAIRY, PANCHNANTALA, BERHAMPORE, MURSHIDABAD

48	Refrigerator	2 No(s)/Pieces	1050		
49	Table Engineered Wooden	10 No(s)/Pieces	2100		
50	Milko Tester	16 No(s)/Pieces	56000		
51	Plastic Bucket	70 No(s)/Pieces	1470		
52	Old Weighing Scale Platform	14 No(s)/Pieces	1000		
53	Broken Aluminium Can Lid	500 No(s)/Pieces	25000		
54	Old Dot Matrix Printer	12 No(s)/Pieces	12600		
55	CRT TV Old	1 No(s)/Pieces	350		
56	Computer CPU	20 No(s)/Pieces	28000		
57	Volt Stabilizer	5 No(s)/Pieces	4200		
58	Diesel Pump (Small)	1 No(s)/Pieces	2100		
59	Xerox Machines	2 No(s)/Pieces	7000		
60	Old Electronic Weighing Scale	15 No(s)/Pieces	5250		
61	Damaged Insulated Box	10 No(s)/Pieces	3500		
62	Homogenizer Parts	2 No(s)/Pieces	5600		
63	Wooden Scraps (in lot)	1 No(s)/Pieces	700		
64	Paper Box for Peda	95300 No(s)/Pieces	33355		
65	Peda Carton	9400 No(s)/Pieces	19740		
66	Blister Tray	41800 No(s)/Pieces	2926		
67	Polyfilm (Different Variants)	13171 Kgs	152125.05		
68	Liquid Nitrogen Container (Different Size)	98 No(s)/Pieces	171500		
69	Canister	1154 No(s)/Pieces	840		
70	Milk Storage Tank	1 No(s)/Pieces	84000		
71	Damaged Refrigerator	1 No(s)/Pieces	1050		
72	Old Valve (Various size) in lot	200 kgs	12000		
73	Stand-Fan	1 No(s)/Pieces	245		
74	SS Can Lid	30 No(s)/Pieces	1050		
75	Voltage Stabilizer	3 No(s)/Pieces	1050		



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FEEDER DAIRY, PANCHNANTALA, BERHAMPORE, MURSHIDABAD

76	Old Ceiling Fan (without Blade)	7 No(s)/Pieces	392		
77	Milk Suction Machines	10 No(s)/Pieces	21000		
78	Iron Scrap	500 Kgs	30000		
79	SS Pipes (Damaged)	100 Kgs	7000		
80	Air Compressor (Damaged)	300 kgs	18000		
81	SS Valve (Damaged)	100 Kgs	7000		
82	Stabilizer	3 No(s)/Pieces	840		
83	Tin Scrap	200 Kgs	6000		
84	Double Headed Pouch Filling	2 No(s)/Pieces	140000		
85	Rotary Container filling Machine	1 No(s)/Pieces	70000		
86	Ghee Sealing Machine	1 No(s)/Pieces	1400		
87	Switch Panel Box	50 kgs	350		
88	Deep Freezer (Damaged)	2 No(s)/Pieces	5600		
89	Window Air Conditioner (Damaged)	1 No(s)/Pieces	2100		
90	Window Air Conditioner (Damaged)	1 No(s)/Pieces	2100		
91	Ceiling Fan (Damaged)	7 No(s)/Pieces	392		
92	Iron Scrap	1500 Kgs	90000		
93	Motor Various Size (Damaged)	50 No(s)/Pieces	35000		
94	Diesel pump (Damaged)	1 No(s)/Pieces	2100		
95	Tanker Engine (Damaged)	2 No(s)/Pieces	20000		
96	Electric Panel Box	2 No(s)/pieces	30000		
97	Tin Scrap	100 Kgs	3000		
98	Damaged Al Milk Can	200 No(s)/Pieces	120000		
99	12 V 100 AH Battery	80 pieces	160000		
100	Lenovo 15.6 inch LCD Monitor	50 pieces	28000		
101	Electric Panel Frame	80 Kgs	4800		
102	Iron Scrap (ETP)	1500 Kgs	90000		
103	Somatic Cell Counting Machine (Damaged)	1 No(s)/Pieces	7000		





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FEEDER DAIRY, PANCHNANTALA, BERHAMPORE, MURSHIDABAD





104	Iron Materials near Main Gate	200 kgs	12000		
105	Ammonia Cold Room Evaporator	1 No(s)/Pieces	8400		
106	Incubator (Damaged)	2 No(s)/Pieces	5600		
107	Tin Scraps at QC	200 Kgs	6000		
108	IBP Cryostation (Old)	3 No(s)/Pieces	210000		
109	Cryogenic Tank (Old)	1 No(s)/Pieces	14000		
110	Iron Grill (Old)	300 Kgs	18000		
111	Refrigerator	1 No(s)/Pieces	1050		
			<b>3554424.77</b>		

Sd/-





Managing Director





The Bhagirathi Cooperative  
Milk Producers' Union Limited





**ANNEXURE-A**





SL No.	NAME OF THE SCRAP	QUANTITY (UOM)	Base Rate for Auction inclusive of all taxes (Rs.)	Image of Scrap
1	Milk Vat (SS) 1000L	1 No(s)/Pieces	3600	
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8	Plastic Jar (HDPE)	1000 No(s)/Pieces	90000	

9	Can Conveyor (Iron/MS)	2 No(s)/Pieces	52000	
10	Crate Washing Iron Frame	1 No(s)/Pieces	30000	
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13	Milk Crate	6000 No(s)/Pieces	198000	
14	Insulated Box	100 No(s)/Pieces	21000	
15	Can Washer	1 No(s)/Pieces	140000	
16	OCB Panel Box (Iron)	200 kgs	12000	





17	Can Conveyor Track (Iron)	500 kg	30000	
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23	Iron Grill	100 Kg	6000	
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25	Iron Channel	60 kg	3600	
26	SS Sheet	50 Kg	3500	
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28	315KVA Transformer	1 No(s)/Pieces	26250	











29	Aluminium Sheet	10 Kg	2000	
30	320KVA DG Damaged Radiator	1 No(s)/Pieces	6300	
31	2" GI NH3 Condenser Pipe	260 kg	13000	
32	Deep Freezer	6 No(s)/Pieces	16800	





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34	Tin Material	300 Kg	9000	
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81	SS Valve (Damaged)	100 Kgs	7000	
82	Stabilizer	3 No(s)/Pieces	840	
83	Tin Scrap	200 Kgs	6000	
84	Double Headed Pouch Filling	2 No(s)/Pieces	140000	



85	Rotary Container filling Machine	1 No(s)/Pieces	70000	
86	Ghee Sealing Machine	1 No(s)/Pieces	1400	
87	Switch Panel Box	50 kgs	350	
88	Deep Freezer (Damaged)	2 No(s)/Pieces	5600	





89	Window Air Conditioner (Damaged)	1 No(s)/Pieces	2100	
90	Window Air Conditioner (Damaged)	1 No(s)/Pieces	2100	
91	Ceiling Fan (Damaged)	7 No(s)/Pieces	392	
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			3554424.77	